



AGENDA: REGULAR SESSION

WEDNESDAY, SEPTEMBER 6, 2023

WASCO COUNTY BOARD OF COMMISSIONERS, 511 WASHINGTON ST. SUITE 302, THE DALLES or VIRTUALLY @

<https://wascocounty-org.zoom.us/j/3957734524> OR Dial [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

While these virtual options are provided, we cannot guarantee connection or quality of the call.

PUBLIC COMMENT: Individuals wishing to address the Commission on items not already listed on the Agenda may do so during the first half-hour and at other times throughout the meeting; please wait for the current speaker to conclude and raise your hand to be recognized by the Chair for direction. Speakers are required to give their name and address. Please limit comments from three to five minutes, unless extended by the Chair.

DEPARTMENTS: Are encouraged to have their issue added to the Agenda in advance. When that is not possible the Commission will attempt to make time to fit you in during the first half-hour or between listed Agenda items.

NOTE: With the exception of Public Hearings, the Agenda is subject to last minute changes; times are approximate – please arrive early. Meetings are ADA accessible. For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. If you require an interpreter, please contact the Commission Office at least 7 days in advance.

Las reuniones son ADA accesibles. Por tipo de alojamiento especiales, por favor póngase en contacto con la Oficina de la Comisión de antemano, (541) 506-2520. TDD 1-800-735-2900. Si necesita un intérprete por favor, póngase en contacto con la Oficina de la Comisión por lo menos siete días de antelación.

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| 9:00 a.m. | CALL TO ORDER/PLEDGE OF ALLEGIANCE Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. Corrections or Additions to the Agenda <u>Discussion Items:</u> Youth Think Contract Renewals ; Forest Legacy Project Letter of Support ; Revised Fee Schedule Policy ; MCEDD Appointment ; Legal Notices Agreement (Routine Items or Items of general Commission discussion, not otherwise listed on the Agenda) <u>Consent Agenda:</u> 8.2.2023 Regular Session Minutes ; 8.8.2023 Dufur Town Hall Minutes ; DLCD Grant Agreement ; Fire District Dissolution Documentation (Items of a routine nature: minutes, documents, items previously discussed.) Public Comment at the discretion of the Chair (3 minute limit unless extended by Chair) |
| Times are Approximate | |
| 9:30 a.m. | Community Corrections Agreements – Fritz Bachman |
| 9:50 a.m. | Water System Expansion Project – Tyler Stone |
| 10:00 a.m. | Fee Schedule Hearing – Kathy Clark |
| 10:20 a.m. | Rep. Jeff Helfrich Legislative Updates |
| 10:40 a.m. | Hospital Updates – Travis Dray/Dennis Knox |
| 11:10 a.m. | School Bond Issue – Robin Denning/Joe Aparacio |
| 11:30 a.m. | Executive Session – Pursuant to ORS 192.660(2)(e) Real Property Transactions, ORS 192.660(2)(h) Conferring with Legal Counsel & ORS 192.660(2)(f) Records Exempt from Public Inspection |
| | COMMISSION CALL |
| | NEW/OLD BUSINESS |
| | ADJOURN |

If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, ORS 192.660(2)(f) To consider information or records exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) – Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(n) – Security Programs, ORS 192.660(2)(n) – Other matters.



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
SEPTEMBER 6, 2023

This meeting was held in person and on Zoom

<https://wascocounty-org.zoom.us/j/3957734524>

or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

PRESENT: Steve Kramer, Chair
Scott Hege, Vice-Chair
Phil Brady, County Commissioner
STAFF: Kathy Clark, Executive Assistant
Tyler Stone, Administrative Officer

Chair Kramer opened the session at 9:00 a.m. with the Pledge of Allegiance.
Additions to the Agenda: Gorge Commission Updates – Planning Director

Discussion Item – Youth Think Contract Renewals

Prevention Coordinator Debby Jones explained that the Personal Services Contract Amendment with Leah Ferguson is a renewal. Ms. Ferguson, who is a graphic design teacher at The Dalles High School, supports the YouthThink website and provides graphic designs.

{{{Vice-Chair Hege moved to approve Amendment 1 to the Act On Personal Services Contract extending Leah Ferguson's services through June 30, 2024. Commissioner Brady seconded the motion which passed unanimously.}}}

Ms. Jones stated that ActOn is the customer relations software program; we renew with them annually. She said that they will be extending this facet of their work by connecting it to the County Public Information Officer.

Commissioner Brady asked about the funding for this program. Ms. Jones replied that it comes out of the Substance Abuse and Mental Health Services Administration (SAMHSA) Partnering for Success Grant.

{{{ Vice-Chair Hege moved to approve the Act On Order Form for the 2023/2024 fiscal year. Commissioner Brady seconded the motion which passed unanimously.}}}

Ms. Jones said that the NORC Contract is another renewal that goes with the Partnership for Success Grant for 2 more years. They work with YouthThink to increase capacity for treatment. It is being used with Mid-Columbia Center for Living, Youth Services, and others. The idea is to have more successful, brief conversations to connect people with resources.

Commissioner Brady asked at what point in the timeline between arrest and trial do these conversations happen. Ms. Jones answered that they want to have those conversations earlier than arrest. They look for opportunities to screen, specifically youth, anytime they are even cited or referred for anything. This tool is used to screen early. Another component is that if a young person does not screen positive for drug use, we want to have a brief celebration for that healthy choice. The idea is to make that contact before there is a crisis; so, they will be training first responders to have those conversations which will encourage early resource intervention.

{{Vice-Chair Hege moved to approve Agreement 8552.06 renewing services with the National Opinion Research Center for through September 15, 2024. Commissioner Brady seconded the motion which passed unanimously.}}

Chair Kramer open the floor to public comment. There was none.

Discussion Item – Forest Legacy Project Letter of Support

Vice-Chair Hege commented that when the board has done this in the past the Land Trust has agreed to continue to pay property taxes. And he said that in supporting this, he would expect them to continue with that practice.

Chair Kramer noted that this will be part of the city's watershed; it will be protecting its upper end. The Dalles City Councilor Dan Richardson said this is for the Land Trust to purchase the land. It is the last and largest private forestland in the City of The Dalles watershed. Vice-Chair Hege said that his questions are around real property taxes and public access. He stated that he would support it if those questions can be answered.

*****The Board was in consensus to send a letter of support for Forest Legacy Project Under the condition that Vice-Chair Hege is satisfied with answers from the Land Trust.*****

Discussion Item – Columbia River Gorge Commission Update

Planning Director Kelly Howsley-Glover said that late last week we received a letter and report from the Columbia River Gorge Commission Executive Director

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
SEPTEMBER 6, 2023
PAGE 3

detailing a proposal that will be an action item on their September 12th agenda. This proposal is to make significant revisions to the Bi-State Compact. We have been speaking to the State about the time lines because of the cultural review delays. We have not had enough time to analyze many of the other revisions. She reported that she spoke to Angie Brewer, our Regional Representative at the Department of Land Conservation and Development. Ms. Brewer shared some concerns and will be taking those to her boss as well as the Department of Justice.

Ms. Howsley-Glover stated we need some time to run this by attorneys in order to understand the full impact. We will also be talking to the Planning Directors from Hood River and Multnomah Counties. Some of the changes could increase our risk of litigation and make us ineligible for grants. She said these are significant concerns. She proposed that the Chair send a letter requesting this be a discussion item rather than an action item on the Columbia River Gorge Commission's agenda to give us time to fully analyze the proposed revisions. A second letter expressing our concerns may be necessary if CRGC staff is unwilling to change the status of this topic on their agenda.

Vice-Chair Hege asked if the CRGC has the authority to do this without going through the State Legislature. Ms. Howsley-Glover responded that this is a legislative concept they are proposing to go through the legislature. We would like to provide quality input before it becomes a piece of legislation.

Vice-Chair Hege commented that it seems unusual for them to push this forward without talking to counties. Ms. Howsley-Glover said we invited them to talk about a timeline issue several months ago but that was all it was. Vice-Chair Hege observed that their letter made it sound very innocuous and that is not what it is at all.

Commissioner Brady noted that there are proposals for two letters. He asked if those would be a time separated. Ms. Howsley-Glover replied that the first one will come from the Board of County Commissioners. If it remains it as an action item, then we will need to voice concerns to the Gorge Commission with a second letter.

Mr. Stone said we will have to find specialized counsel for this. He said his expectation would be that Vice-Chair Hege will represent the County at next week's meeting.

*****The Board was in consensus to sign a letter to the Columbia River Gorge**

Commission regarding revisions to the Bi-State Compact.***

Agenda Item - Community Corrections Agreements

COMMUNITY CORRECTIONS BIENNIAL PLAN/GRANT IN AID IGA

Community Corrections Manager Fritz Bachman explained that this is the regular biennial plan and agreement. The agreement has not changed and is the mechanism the State uses to provide funding for Community Corrections programs. This approves the final budget based on the biennial plan. Our slice of the pie last biennium was 0.89% of the State funding which is determined by caseload size. A lot of counties went down in funding; Wasco County went down a little more drastically. This biennium we are down 2.83% for a loss of approximately \$500,000.

Mr. Bachman explained that they have made a lot of cost cuts over the last two years. They had one retirement and someone who moved on to another job; those positions were not filled, resulting in a savings of \$300,000. A portion of the funding goes to NORCOR which will be reduced from \$1 million to \$840,000.

Vice-Chair Hege asked for an explanation of the reduction. Mr. Bachman replied that the bed use fluctuates; based on estimated bed use, our portion is 20% to 50% of those housed. Community Corrections pays them a blanket amount which stabilizes the budget. He said that end-of-year reviews reveal that Community Corrections is paying their fair share at NORCOR.

Vice-Chair Hege noted that although Community Corrections will be reducing their payment to NORCOR, the County's obligation remains the same. Mr. Stone concurred, saying that the County's contribution is paid out of General Fund. Mr. Bachman noted that 8 years ago we had 350 under supervision and used about 15 beds; we now supervise about 200 and so expect to use fewer beds.

Mr. Bachman stated that they do well with their programs and the result of their success is restricted funding as their caseloads diminish. Reduced funding means they cannot maintain the successful programs. They are lobbying for a different model that will frontload prevention.

Commissioner Brady noted that the District Attorney reports they are prosecuting more cases at the same time Community Corrections records declining cases. Mr. Bachman explained that a lot of that is driven by drug law changes. In addition, there are crimes that can be negotiated to not be on supervision while others can earn the right to be removed from supervision

early. He said Community Corrections has a good relationship with the District Attorney. He commented that although their caseload has decreased, the cases are harder and more time consuming as the client is usually further down the road of the addiction.

*****The Board was in consensus to send a letter of approval for the 2023/2025 Community Corrections Biennial Plan.*****

{{Vice-Chair Hege moved to approve Grant In Aid IGA 6552 between Wasco County and the State of Oregon for the creation and administration of the County Community Corrections Plan. Commissioner Brady seconded the motion which passed unanimously.}}

BRIDGES TO CHANGE CONTRACTS

Mr. Bachman explained that the Transitional Housing Program agreement is the same we have done for the last four biennia. This program is funded through the Justice Reinvestment (JRI) Grant. We distribute JRI funding as follows: \$100,000 for NORCOR reentry; \$3,600 to Specialty Court for incentives; 10% for victim services; the remaining \$225,000 for Transitional Housing. He said the contract is the same and pays for the large house next to the Community Corrections office. He said costs have gone up but Bridges to Change is absorbing the increases.

Mr. Bachman said the La Casa Vida agreement is new and not funded through JRI. He said this is a new grant with Center for Living. LPSCC wanted to pursue this through Community Corrections. This contract confirms the amount coming from the grant. Center for Living owns the property and needed to repurpose it. The house, located just southeast of Community Corrections, is owned by Mid-Columbia Center for Living for mental health needs but it has not been successful. This facility is not necessarily for people under supervision. It is additional transitional housing with peer mentors, staff and mental health services. Mid-Columbia Center for Living will be running it.

{{Vice-Chair Hege moved to approve the Transitional Housing and Support Services Program Personal Services Contract and the LaCasa Vida Personal Services Contract between Wasco County and Bridges to Change. Commissioner Brady seconded the motion which passed unanimously.}}

Agenda Item - Water System Expansion Project

Mr. Stone said this is a project that has come before the board previously. This is the contract document for a municipal water system expansion that begins at the

underpass near Discovery Center Drive and will install a water line on the south side of the road down to the golf course, turning at the apartments, where a fire hydrant will be installed, and into the golf course irrigation pond.

{{{Vice-Chair Hege moved to approve the Water Line Contract between Wasco County and Crestline Construction for the completion of the Discovery Center Water System Expansion Project. Commissioner Brady seconded the motion which passed unanimously.}}}

Agenda Item – Fee Schedule Hearing

Ms. Clark explained that the Fee Schedule Policy requires that the Uniform Fee Schedule be updated every September based on the Western Region Consumer Price Index which is 4.5% for this year. Building Codes has asked that their fees not be increased this year which is allowed under the revised Fee Schedule Policy, should it be adopted, if justified by the Department and approved by the Board of Commissioners.

Mr. Stone stated we are working jointly with Hood River County for Building Code Services and we are approaching that from a shared service perspective. We are down by two people right now so shared services is very helpful. We also share contractors but our fee schedules for each of the two counties are different. Mr. VanVoast, who serves as the Building Official for both counties, would like to get the fee schedules in alignment. He would like to hold for a year to balance the schedules out between the two counties. In addition, it takes only two people to challenge fees in the building codes world; with the disparity in fees that becomes more likely. He said they will approach it again next year as a region.

Commissioner Brady asked if there is an expectation that Hood River will be increasing their fees. And Mr. Stone replied that is a discussion that is still coming. Mr. Brady said the concern is that fees will get behind and larger increases will actually made in the future. Mr. Stone responded that is why we put the policy in place; however, he said he is okay with holding steady for a year.

Ms. Clark went on to say that the Planning Department has made significant changes to the structure of their fees. Ms. Howsley-Glover and reported that they formed a committee to evaluate and improve the schedule. One point of pain is that the planning department fee schedule looks different from the rest of the County, so they have reformatted for consistency. In addition, they have elected to not collect recorded document fees as there is a problem in anticipating the

number of documents that will be recorded. She said staff will inform customers to expect those fees. They also wanted to make it more obvious when they are collecting the Assessor's mapping fees.

Vice-Chair Hege observed that it is a lot of work to update schedule. He said he assumes they worked with the other offices. Ms. Howsley-Glover responded affirmatively saying she had talked with the County Clerk.

Vice-Chair Hege read the title of the ordinance into the record: Ordinance 23-001 in the matter of amending Wasco County's Uniform Fee Schedule for Various County Departments.

Agenda Item - Legislative Updates: Representative Jeff Helfrich

Representative Helfrich reviewed a number of items that were part of this year's legislative session. He said he was not able to help with the Mosier Center but continues to search for funding.

Vice-Chair Hege asked the status of the Emergency Declaration for cherry growers. Representative Helfrich replied that he has not yet heard from the Governor. He said that there is a lot of conversation regarding work force housing rules which are very restrictive. He reported that there is funding for growers to apply for grants and low interest loans for the upgrades.

Representative Helfrich went on to say that House Bill 2645 equalizes possession of fentanyl in powder and pill form. Funding has also been added to increase class seats by 20 for OSP training; there will be a total of 60 seats.

Representative Helfrich said he was part of the effort in securing \$30 million for the Hood River Bridge; we need at least one seismically sound bridge to get services during a disaster.

Commissioner Brady asked about a bill addressing broadband. Representative Helfrich replied he would have to get that answer.

Representative Helfrich concluded by saying housing will be a focus in the next legislative session.

Vice-Chair Hege commented that the board just received a report from community corrections regarding Measure 110. He said the Community Corrections Manager reported people are coming in later and typically are much more ingrained in addiction and criminal activity; the new laws delay

intervention. Representative Helfrich responded that there are some reforms being discussed. He said he believes in accountability; decriminalizing hard drugs has taken a toll on our communities.

Mr. Brady asked what the main topics will be for the next session.

Representative Helfrich replied issues will include housing and homelessness, technical fixes to House Bill 2001, a 2025 transportation package, and the assigning of defense attorneys. He explained that there is a hiring crisis for defense attorneys with many models being considered by a workgroup assigned to address the issue. He went on to say that they are more electric cars so we are getting less funding for gas tax revenues; we need to look more carefully on how to pay for the roads.

Agenda Item – Hospital Updates

Adventist Health Columbia Gorge (formally Mid-Columbia Medical Center) President Dennis Knox reviewed the presentation included in the Board Packet. He stated that the hospital is important to the region's health care and economic viability. He said the Selection Committee chose Adventist because they aligned with the culture and can maintain our current referral patterns and electronic records system. In addition Adventist Health is contributing \$100 million, \$6 million of which is already slated to be used to purchase needed equipment. The recruitment capabilities of Adventist Health will help the hospital get quality providers and support staff.

Mr. Knox stated that integration is a long process; it takes about 18 months and there are still some items to address. They have formed an Integration Steering Committee that is helping with that process which will be staff inclusive.

Mr. Knox and they will continue to invest in new technology and focus on the needs of the community. He said the hospital needs to hear from the public if there are gaps; we want to keep patients close to home.

Commissioner Brady agreed that local healthcare is desirable. He asked if Adventist Health has a vision for partnering with other healthcare organizations. Mr. Knox replied that the more infrastructure they can incorporate the better it will be for patients; he said he is meeting with Skyline Hospital and will also meet with Klickitat Valley Health to work on partnering.

Rodger Nichols asked what will become of Planetree. Mr. Knox said they will continue to be a Planetree hospital. He said Adventist Health has other Planetree hospitals and he hopes it proliferates throughout the Adventist system.

Commissioner Brady asked the status of the local hospital board of trustees. Mr. Knox explained that it will become a board of directors that will act in an advisory capacity. Adventist Health focuses on the local Board of Directors to influence how services are provided locally.

Vice-Chair Hege observed that \$6 million of the \$100 million investment is already slated for purchases. He asked what the balance will be used for. Mr. Knox responded that process starts with the Capital Committee. There is an Urgent Capital Committee which will expedite the \$6 million; there is a lot of the equipment at end of life with 71 items on the Urgent Capital Committee list.

Chair Kramer reported that he heard from a patient's family member regarding the switch to Adventist Health; they were very impressed.

Randy Cole asked about the possibility of a new hospital being built. Mr. Knox replied that they still have a vision for a new facility. The 1959 facility is becoming a money pit; however, the pandemic caused a great deal of inflation so it will take longer.

Mr. Nichols asked if Water's Edge will be restored. Mr. Knox replied the hospital needs to focus on core services. They are considering a supervised fitness center for physical therapy. He reported that the Urgent Care program has been breaking all kinds of records. They struggle staffing at first, but have been consistently open and out-producing projected volume figures by an average of 12%.

Chair Kramer call a recess at 11:03 AM.

The session reconvened at 11:08 AM

Agenda Item – School Bond Issue

Devina Craig, Treasurer of the North Wasco Stronger Community Schools Action Committee, said they have a mandate to place a \$140 million school bond on the November 7th ballot to support the construction of a new school. The proposed building will have more square footage, and provide a safe and an accessible environment. The board is committed to a legacy plan with an investment of funds to make it a viable community resource center for youth development and community services. They have a strategy in place to promote the bond with yard signs, billboards, and postcards. She pointed out that the current high school is an 85-year-old structure. We need reliable Wi-Fi and can do more in a

modern building including community benefits such as a disaster center or a safe haven during an air quality crisis.

Robin Denning of Immense Imagery said the County has already done good work with Google to provide more resources for schools.

Mr. Brady said he would be interested in what portion of the old high school is dedicated to the auditorium. He noted that it was built in 1941 which was pre-television; it is a lot of space that is not being used for a classroom and the needs of the community have changed. Ms. Craig replied that those spaces have been upgraded and will be good community spaces.

Vice-Chair Hege observed that this is expensive for citizens. He asked how they plan to address that. Ms. Craig responded that she does not think people understand what their assessed value is. We need to educate people about how the tax rate will be applied. Some will have a significant tax increase but it is an investment into the community and the education of those who will be providing us with professional services in the future. The current building was paid for over 65 years ago; virtually no one in this town has paid for a school. She noted that as with the hospital, costs have gone up and it will only get more expensive over time.

County Clerk Lisa Gambee stated that as the entity responsible for counting the ballots, the County can take no official position on the bond.

Executive Session

At 11:30 a.m., Chair Kramer recessed from the Regular Session to open an Executive Session Pursuant to ORS 192.660(2)(e) Real Property Transactions ORS 192.660(2)(h) Conferring with Legal Counsel and ORS 192.660(2)(f) Records Exempt from Public Inspection. He reviewed the process for Executive Session and instructed the media to not record the session or report on anything discussed in the session except the general subject as previously announced.

The Regular Session reconvened at 12:45 p.m.

Discussion Item – Revised Fee Schedule Policy

Ms. Clark explained that as staff moved through the Fee Schedule update process some concerns were raised regarding making increases to the Building Codes Fees for the next calendar year. In addition, it occurred to staff that there may be some circumstances, such as a natural disaster or economic downturn, in which the Board would prefer to not increase fees. However, the current Fee

Schedule Policy only allows for fees to be increased annually. The proposed new language would provide some flexibility to allow the Board to address unforeseen circumstances.

{{{Vice-Chair Hege moved to approve Policy 23-001 Revising the Policy guiding updates to the Wasco County Uniform Fee Schedule. Commissioner Brady seconded the motion which passed unanimously.}}}

Discussion Item – MCEDD Appointment

Ms. Clark explained that there is a vacancy for a Cities of Wasco County representative on the MCEDD Board. Dan Richardson applied to MCEDD and they are recommending the appointment. Mr. Richardson submitted a chat message saying that he would stay in communication with the other municipalities in the County to act effectively as their representative on the MCEDD Board.

{{{Vice-Chair Hege moved to approve Order 23-051 Appointing Dan Richardson to the Mid-Columbia Economic Development District Board of Directors as the Representative of the Cities of Wasco County. Commissioner Brady seconded the motion which passed unanimously.}}}

Discussion Item – Legal Notices Contract

Ms. Clark explained that this is an annual contract establishing the cost of publishing legal notices in The Gorge News and the responsibilities of both parties to the contract. The costs have gone up from \$8.25 to \$8.50 for each column inch of space, representing a 3.125% increase over last year.

{{{Chair Kramer moved to approve the 2023/2024 contract with Columbia Gorge News for the publication of legal notices for Wasco County. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Consent Agenda – 8.2.2023 Regular Session Minutes; 8.8.2023 Town Hall Minutes, DLCD Grant Agreement; Fire District Dissolution Documentation

Commissioner Brady asked about the dissolution of the Fire District. Chair Kramer explained the District was resolved and a Rangeland Fire Protection Association has been created to take its place. The Association broadens the representation and gives them access to more equipment and funding.

{{{Commissioner Brady moved to approve the Consent Agenda. Vice-Chair

Hege seconded the motion which passed unanimously.}}}

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| Commission Call |
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Commissioner Brady said he had been working with the Health Council for the Deschutes Rim Health Clinic; the Health Council is providing \$50,000 in support.

Commissioner Brady reported that he has been meeting with staff members of North Central Public Health District. They have personal concerns regarding the possible transition to a County department such as vacation and pay. They also have program concerns; the greatest fear seems to be that they are receiving a lot of funding and they think County wants access to that. Wasco County Finance Director Mike Middleton will be having conversations to assuage those concerns. He said people do not like change but he believes they will be happier to be more secure within the County organization.

Chair Kramer suggested that we place a dollar value on office space at so that North Central Public Health District will understand costs should they elect to remain a District.

Commissioner Brady said he has been talking to Brandie McNamee who is trying to create a dark sky recreation area in Antelope. She has acquired some cabins from Young Life and wants to reopen the café.

Vice-Chair Hege announced that he will be going on an Outreach Team trip to Washington, DC, leaving on September 13th. He said he would be attending the September 20th Board Session remotely.

Vice-Chair Hege reported that the Space Planning Group has selected a firm and is negotiating for the contract. He said it will be an extensive process, but he is hopeful. Commissioner Brady asked when they might start. Mr. Stone said it should be within 30 days.

Vice-Chair Hege said he thinks we have a very good company to work with, but it will take time to make this move. Mr. Stone said it will take 12 to 16 weeks for space planning and then an RFP we'll go out for design construction.

Commissioner Brady announced that he will be gone from September 10th to the 19th. Chair Kramer noted that there is a District 3 meeting at the end of the month and Legislative Retreat in the third week of the month. He will also be attending the September 20th Board Session remotely.

Chair Kramer said there will be an after action report at the Fair Board meeting tonight. He said they do good things and had a great County staff team working at the Fair. He said there is still a lot of work to make the fairgrounds and Hunt Park usable year-round for recreation and emergency shelter. He said he will bring a final report to the Board at a future session.

Chair Kramer adjourned the meeting at 1:09 p.m.

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| Summary of Actions |
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MOTIONS

- **To approve Amendment 1 to the Act On Personal Services Contract extending Leah Ferguson's services through June 30, 2024.**
- **To approve the Act On Order Form for the 2023/2024 fiscal year.**
- **To approve Agreement 8552.06 renewing services with the National Opinion Research Center for through September 15, 2024.**
- **To approve Grant In Aid IGA 6552 between Wasco County and the State of Oregon for the creation and administration of the County Community Corrections Plan.**
- **To approve the Transitional Housing and Support Services Program Personal Services Contract and the LaCasa Vida Personal Services Contract between Wasco County and Bridges to Change.**
- **To approve the Water Line Contract between Wasco County and Crestline Construction for the completion of the Discovery Center Water System Expansion Project.**
- **To approve Policy 23-001 Revising the Policy guiding updates to the Wasco County Uniform Fee Schedule.**
- **To approve Order 23-051 Appointing Dan Richardson to the Mid-Columbia Economic Development District Board of Directors as the Representative of the Cities of Wasco County.**
- **To approve the 2023/2024 contract with Columbia Gorge News for the publication of legal notices for Wasco County.**
- **To approve the Consent Agenda: 8.2.2023 Regular Session Minutes; 8.8.2023 Town Hall Minutes; DLCD Grant Agreement; Fire District Dissolution Documentation.**

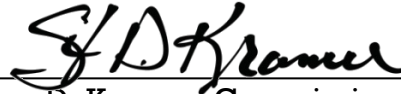
CONSENSUS

- **To send a letter of support for Forest Legacy Project Under the condition that Vice-Chair Hege is satisfied with answers from the Land Trust.**
- **To sign a letter to the Columbia River Gorge Commission regarding**

revisions to the Bi-State Compact.

- **To send a letter of approval for the 2023/2025 Community Corrections Biennial Plan.**

Wasco County
Board of Commissioners



Steven D. Kramer, Commission Chair



Scott C. Hege, Vice-Chair



Philip L. Brady, County Commissioner



0.6.2023 Wasco County Board of Commissioners

Wasco County

Sep 6, 2023 9:00 AM - 1:00 PM PDT

Table of Contents

| | |
|--|-----------|
| I. Agenda..... | 4 |
| 9-6-2023 BOCC Agenda.pdf..... | 4 |
| II. Discussion List | |
| A. Youth Think Agreements | |
| 1. Ferguson Act On Amendment..... | 5 |
| Personal Service Contract Amendment ActOn Ferguson.docx.pdf..... | 5 |
| Act On-Ferguson Personal Services Contract.pdf..... | 7 |
| 2. Act On Order Form/Contract Renewal..... | 17 |
| ACT-ON 2023-24 contract (1).pdf..... | 17 |
| 3. NORC Contract Renewal..... | 20 |
| NORC 2023-2024 contract.pdf..... | 20 |
| 4. Youth Think Agreements - Motion Language..... | 29 |
| Youth Think Motions.pdf..... | 29 |
| B. Forest Legacy Program Letter of Support..... | 30 |
| Wasco County Support Letter OR FLP 2024.pdf..... | 30 |
| 2023 Forest Legacy Overview Map 20230711.pdf..... | 31 |
| C. Revised Fee Schedule Policy..... | 32 |
| Fee Schedule Policy memo.pdf..... | 32 |
| Revised Fee Schedule Policy - 2023.pdf..... | 34 |
| Fee Schedule Policy Motion.docx.pdf..... | 35 |
| D. MCEDD Appointment..... | 36 |
| Order 23-051 Appting Dan Richardson to MCEDD.docx.pdf..... | 36 |
| MCEDD APPT Motion.pdf..... | 37 |
| E. Legal Notices Agreement..... | 38 |
| Legal Notice Memo.docx.pdf..... | 38 |

| | |
|---|------------|
| 2023-2024 Legal Notices Contract.pdf..... | 39 |
| Legal Notices Motion.pdf..... | 41 |
| III. Consent Agenda..... | 42 |
| 8-2-2023 Regular Session Minutes DRAFT.pdf..... | 42 |
| 8-8-2023 Dufur Town Hall Minutes DRAFT.pdf..... | 57 |
| DLCD Grant Memo.pdf..... | 63 |
| DLCD Offer Letter.pdf..... | 64 |
| DLCD Gorge Grant 25-003 Wasco County SIGNED.pdf..... | 65 |
| CRFPD Dissolution BOCC packet.pdf..... | 81 |
| IV. Community Corrections Agreements | |
| A. Biennial Plan..... | 90 |
| 2023-2025 Wasco County Biennial Plan.pdf..... | 90 |
| 2023 2025 Biennial Plan LPSCC Letter of Support.pdf..... | 119 |
| 2023 2025 Biennial Plan BOCC Letter of Support.pdf..... | 120 |
| B. Grant In Aid IGA..... | 121 |
| IGA 6552 Wasco County Community Corrections.pdf..... | 121 |
| IGA 6552 Motion.pdf..... | 139 |
| C. Bridges to Change Agreements..... | 140 |
| Bridges to Change Memo.pdf..... | 140 |
| Bridges To Change - Transitional Services Contract 2023.pdf..... | 142 |
| Bridges To Change - La Casa Vida Contract 2023.pdf..... | 167 |
| Bridges to Change Motion.pdf..... | 179 |
| V. Water System Expansion Project..... | 180 |
| Wasco County C-510 Notice of Award SIGNED.pdf..... | 180 |
| 232002 Discover Water Line Contract.pdf..... | 181 |
| Water Project Motion.pdf..... | 411 |
| VI. Fee Schedule Hearing..... | 412 |
| General Fee Schedule Memo.pdf..... | 412 |
| Planning Memo BOCC 2024 Fee Schedule.pdf..... | 413 |
| Ordinance 23-001 Amended Fee Schedule - Proposed Changes Shown.pdf..... | 415 |
| Ordinance 23-001 Amended Fee Schedule Fees Incorporated.pdf..... | 439 |
| VII. Representative Jeff Helfrich Legislative Updates | |
| VIII. Hospital Updates..... | 455 |
| DK Community Presentation Deck 8.30.23.pdf..... | 455 |

| | |
|---|------------|
| IX. School Bond Issue..... | 473 |
| NorthernWascoSD-2023GO-ElectionResolution.DOCX.pdf..... | 473 |
| X. Executive Session Pursuant to ORS 192.660(2)(e) Real Property Transactions, ORS 192.660(2)(h) Conferring with Legal Counsel & ORS 192.660(2)(f) Records Exempt from Public Inspection | |

AMENDMENT #1 TO PERSONAL SERVICES CONTRACT

THIS Amendment is made and entered into as of this 1st day of June 2022, by and between Wasco County (“COUNTY”) and Leah Ferguson (“Contractor”).

WHEREAS COUNTY and Contractor entered into a Personal Services Contract dated November 22, 2022, (Contract) for Contractor Assist the Prevention Coordinator in overall management of the ActOn online platform; and

WHEREAS, the Parties have agreed to amend the duration term in the Contract to provide Contractor the ability to coordinate the contracted for services through the 2023/2024 fiscal year.

NOW, THEREFORE, the Parties agree as follows:

The Duration Terms provision is replaced in its entirety as follows:

2. DURATION: The term of the Agreement shall extend through June 30, 2024, unless terminated or extended according to the provisions of this Agreement.

The Parties agree that said Contract is hereby modified as shown above. Except as expressly modified above, said Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, COUNTY and Contractor have executed this Amendment on the day and year first written above.

Approved this 6th day of September, 2023.

Wasco County
Board of Commissioners

Contractor

Steven D. Kramer, Chair

Leah Ferguson

Scott C. Hege, Vice=Chair

Date:_____

Philip L. Brady, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY YOUTH SERVICES

ACT ON MARKETING

PERSONAL SERVICES CONTRACT

This Contract is by and between Wasco County (“**COUNTY**”) and Leah Ferguson (“**CONTRACTOR**”), to the Assist the Prevention Coordinator in overall management of the Act-On online platform.

A. RECITALS

COUNTY has the need for the services of an organization with particular ability, knowledge and experience as possessed by CONTRACTOR. CONTRACTOR is an established CONTRACTOR of the transitional housing and support services as outlined in the Scope of Work, and has a long standing positive working relationship with several Oregon counties and their Community Corrections departments. COUNTY has determined that CONTRACTOR is qualified and capable of performing the professional services as COUNTY requires, under the terms and conditions set forth.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

Exhibit A Scope of Work

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to project completion by no later than June 30, 2023, and may be extended for additional periods of time upon mutual agreement of both parties.

2. Scope of Work

CONTRACTOR shall provide all services and deliver all materials as specified in the attached Exhibit A. All services and materials shall be provided by CONTRACTOR in accordance with the Exhibit in a competent and professional manner.

3. Compensation

3.1 Payment. CONTRACTOR shall dedicate an average of eight to ten hours per week to complete the Scope of Work as defined above at the rate of \$1,078 per month and not to exceed \$16,000.00.

- 3.2 Payments. COUNTY will review CONTRACTOR's invoice and within ten (10) days of receipt notify CONTRACTOR in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, COUNTY shall pay the invoice amount in full within thirty (30) days of invoice date.

4. CONTRACTOR is an Independent Contractor

CONTRACTOR shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While COUNTY reserves the right to set the schedule and evaluate the quality of CONTRACTOR's completed work, COUNTY cannot and will not control the means and manner of CONTRACTOR's performance. CONTRACTOR is responsible for determining the appropriate means and manner of performing work. CONTRACTOR is responsible for all federal and state taxes applicable to compensation and payment paid to CONTRACTOR under the Contract and will not have any amounts withheld by COUNTY to cover CONTRACTOR's tax obligations. CONTRACTOR is not eligible for any COUNTY fringe benefit plans.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

| | |
|-------------|--|
| COUNTY: | Debby Jones Wasco County Youth Services 202 East 5 th Street The Dalles, OR 97058 Tyler Stone, Administrative Officer Wasco County 511 Washington Street, Suite 101 The Dalles, OR 97058 |
| CONTRACTOR: | Leah Ferguson leahjoyferguson@gmail.com 514 Brentwood Drive E. The Dalles, Or. 97058 |

6. Indemnification

To the extent permitted by applicable law, CONTRACTOR shall defend, save, and hold COUNTY harmless and its officers, agents, and employees from and against any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the operations of the CONTRACTOR, including but not limited to the activities of CONTRACTOR or its officers, employees, agents or subcontractors under this Agreement. CONTRACTOR shall not be deemed an agent of COUNTY under the Oregon Tort Claims Act.

7. Insurance Requirements

- 7.1 During the term of this Contract, CONTRACTOR shall maintain, at its own expense, Professional Liability Insurance covering any damage caused by error, omission or negligent act related to the CONTRACTOR'S services, with limits not less than \$500,000.00.
- 7.2 Policies shall provide that COUNTY, its directors, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 8.1 and a waiver of subrogation against them shall be obtained for all coverages.
- 7.3 All coverages under Section 7.1 shall be primary over any insurance COUNTY may carry on its own.
- 7.4 CONTRACTOR shall be solely responsible for any loss, damage or destruction to its own property and materials used in conjunction with the work or services under this Contract.
- 7.5 CONTRACTOR shall furnish COUNTY with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by COUNTY, CONTRACTOR shall furnish COUNTY with executed copies of such policies of insurance. CONTRACTOR shall furnish COUNTY with at least 30-days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

- 8.1 CONTRACTOR, its subcontractors if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.

8.2 CONTRACTOR warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. CONTRACTOR shall indemnify COUNTY for any liability incurred by COUNTY as a result of CONTRACTOR's breach of the warranty under this paragraph.

9. Assignment

CONTRACTOR may not assign any of its responsibilities under this Contract without COUNTY's prior written consent, which consent may be withheld in COUNTY's sole discretion. CONTRACTOR may not subcontract for performance of any of its responsibilities under this Contract without COUNTY's prior written consent, which consent shall not be unreasonably withheld.

10. Labor and Material

CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to COUNTY other than the compensation provided in this Contract.

11. Ownership of Work and Documents

All work performed by CONTRACTOR and compensated by COUNTY pursuant to this Contract shall be the property of COUNTY upon full compensation for that work performed or document produced to CONTRACTOR, and it is agreed by the parties that such documents are works made for hire. CONTRACTOR hereby conveys, transfers and grants to COUNTY all rights of reproduction and the copyright to all such documents.

12. Termination for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, COUNTY may terminate all or part of this Contract upon determining that termination is in the best interest of COUNTY by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against CONTRACTOR. Upon termination under this paragraph, CONTRACTOR shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) COUNTY has against CONTRACTOR. Pursuant to this paragraph, CONTRACTOR shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by CONTRACTOR. COUNTY shall not be liable for any costs invoiced later than thirty (30) days after termination unless CONTRACTOR can show good cause beyond its control for the delay.

13. Termination for Cause

COUNTY may terminate this Contract effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

- 13.1 If COUNTY funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- 13.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 13.3 If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

14. Termination for Default

Either COUNTY or CONTRACTOR may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If CONTRACTOR fails to perform in the manner called for in this Contract or if CONTRACTOR fails to comply with any other provisions of the Contract, COUNTY may terminate this Contract for default. Termination shall be effected by serving a notice of termination on CONTRACTOR setting forth the manner in which CONTRACTOR is in default. CONTRACTOR shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

15. Remedies

In the event of breach of this Contract the parties shall have the following remedies:

- 15.1 If terminated under paragraph 14 by COUNTY due to a breach by CONTRACTOR, COUNTY may complete the work either itself, by agreement with another contractor, or by a combination thereof.
- 15.2 In addition to the above remedies for a breach by CONTRACTOR, COUNTY also shall be entitled to any other equitable and legal remedies that are available.

- 15.3 If COUNTY breaches this Contract, CONTRACTOR's remedy shall be limited to termination of the Contract and receipt of Contract payments to which CONTRACTOR is entitled.
- 15.4 COUNTY shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 15.5 Upon receiving a notice of termination, and except as otherwise directed in writing by COUNTY, CONTRACTOR shall immediately cease all activities related to the services and work under this Contract. As directed by COUNTY, CONTRACTOR shall, upon termination, deliver to COUNTY all then existing work product that, if the Contract had been completed, would be required to be delivered to COUNTY.

16. Nondiscrimination

During the term of this Contract, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

17. Governing Law; Jurisdiction; Venue

This Contract 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 COUNTY and CONTRACTOR that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States Court for the State of Oregon.

18. Compliance with Laws and Regulations

CONTRACTOR shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Contract or to the delivery of services hereunder.

19. Experience, Capabilities and Resources

By execution of this Contract, the CONTRACTOR agrees that: CONTRACTOR has the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract. CONTRACTOR has the capabilities and resources necessary to perform the obligations of this Contract.

20. Documents

All work in its original form, including, but not limited to, documents, notes, papers, computer programs, diaries, recordings and reports performed or produced by CONTRACTOR under this contract shall be the exclusive property of the COUNTY and shall be delivered to COUNTY prior to final payment.

21. Access to Records

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, COUNTY, and its duly authorized representatives shall have access to CONTRACTOR's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, CONTRACTOR shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. CONTRACTOR shall provide full access to these records to COUNTY, and its duly authorized representatives in preparation for and during litigation.

22. Representations and Warranties

CONTRACTOR represents and warrants to COUNTY that (1) CONTRACTOR has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of CONTRACTOR enforceable in accordance with its terms, (3) CONTRACTOR shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

23. Attorney Fees

In case a suit or action is instituted to enforce the provisions of this Contract, the parties agree that the losing party shall pay such sums as the court may adjudge reasonable for attorney fees and court costs, including attorney fees and costs on appeal.

24. Limitation of Liabilities

COUNTY shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

25. Confidentiality

CONTRACTOR shall maintain the confidentiality of any of COUNTY's information that

has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent CONTRACTOR from establishing a claim or defense in an adjudicatory proceeding. CONTRACTOR shall require similar agreements from COUNTY's and/or CONTRACTOR's SUBCONTRACTORS to maintain the confidentiality of information of COUNTY.

CONTRACTOR shall ensure that patient's privacy is protected and that confidential records are secure from unauthorized disclosure consistent with the HIPPA confidentiality requirements of 45 CFR parts 160 and 164, and consistent with other state or federal regulations governing privacy and confidentiality.

26. Force Majeure

CONTRACTOR shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

27. Waivers

No waiver by COUNTY of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by CONTRACTOR of the same or any other provision. COUNTY's consent to or approval of any act by CONTRACTOR requiring COUNTY's consent or approval shall not be deemed to render unnecessary the obtaining of COUNTY's consent to or approval of any subsequent act by CONTRACTOR, whether or not similar to the act so consented to or approved.

28. Severability

Any provisions of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

29. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

30. Integration

This Contract, including the attached exhibits contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract.

31. Amendments

This Agreement shall not be waived, altered, modified, supplemented, or amended in any manner without a duly executed Amendment. Any amendments to this Agreement shall be effective only when reducing to writing and signed by both parties as below.

32. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

WASCO COUNTY, OREGON


Date: November 2, 2022


Kathleen B. Schwartz, Commission Chair

Date: November 2, 2022

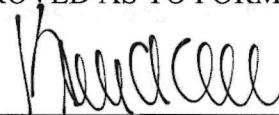

Steven D. Kramer, Vice-Chair

Date: November 2, 2022


Scott C. Hege, County Commissioner

APPROVED AS TO FORM

Date: November 2, 2022


KRISTEN A. CAMPBELL
Wasco County Counsel

Date: 12/8/22

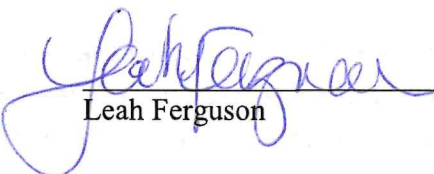

Leah Ferguson

Exhibit A: Scope of Work Act-On Marketing

Assist the Prevention Coordinator in overall management of the Act-On online platform. Duties would include the following:

- Update and manage YouthThink website
- Assist in content calendar
- Develop and manage engagement campaign
- Develop and manage event automation campaigns
- Manage monthly newsletter distribution
- Set up lead scoring matrix
- Develop landing pages and forms for event usage

Requirements:

- Must have completed Act-On user training
- Familiar with marketing and social media analytics
- Graphics Design experience
- Blogging and Pod Cast experience
- Flexible schedule

Timelines and project deliverables will be supervised and monitored by the Prevention Coordinator. The successful candidate will work independently and will communicate and coordinate with the Prevention Coordinator and will not have direct contact with program participants. Length of Contract will be through June 30, 2023 and the budget will not exceed \$16,000.



ORDER FORM

Act-On Software, Inc.

121 SW Morrison St. Suite 1600 Portland, OR 97204

| Customer Information | | Agreement Details | |
|----------------------|---|-------------------------------|---------------------------------------|
| Customer: | Youththink / Wasco County | Subscription Term Start Date: | October 14, 2023 |
| Address: | 610 Court St The Dalles, OR 97058 US | Payment Terms: | Net 30 |
| Contact: | Debby Jones | Bill Frequency: | Annual |
| E-Mail: | debbyj@co.wasco.or.us | Subscription Term: | 12 Months |
| Telephone: | 5415062673 | Bill Date: | Latest date listed in signature block |
| | | | |

| Subscription | | | | |
|---------------------------------------|---|-------|----------------------|---------------|
| Product | Description | Units | Monthly or Unit Cost | Total Fees |
| Act-On Base Package (Active Contacts) | The Act-On Base Package (Active Contacts) may be accessed by marketing users and sales users and includes: Real-time tracking and reporting on email campaigns, form submissions, landing pages, Twitter replies, and website visitors; Certain out-of-the-box integrations. For a full list of features visitor our website. | 1.00 | USD 463.05 | USD 5,556.60 |
| SMS - 2,500 Credits | SMS Credits ("Credits") are for, (a) the use of sending (and receiving) SMS messages; and (b) reserving additional long-codes. SMS Credits per send differ depending upon the country of origin and receipt per SMS message sent. Credits renew on the 1st of each month and are not preserved or carried forward to any subsequent month or subscription term. | 1.00 | USD 262.50 | USD 3,150.00 |
| Advanced Social Media - Gold | Advanced Social Media - Gold includes 5 admin users with ability to assign custom roles and permissions, 50 social profiles, 25 advocates, 1 board, assignments, board branding and 1 workflow | 1.00 | USD 525.00 | USD 6,300.00 |
| Subscription TOTAL: | | | | USD 15,006.60 |

TOTAL: USD 15,006.60

This Order Form ("Order Form") describes the subscription online services ("Services") purchased by Customer from Act-On Software, Inc. ("Act-On"). By signing below, you represent that you have the right to bind your organization to the terms and conditions set forth herein. Execution of this Order Form constitutes a binding commitment for Customer to purchase the Services described herein. Customer's use of and access to the Services is subject to and shall be governed by the Clickwrap Services Agreement found at <http://www.act-on.com/master-services-agreement> (unless the parties have negotiated an agreement to govern the provision of the Services, in which case such negotiated agreement



shall govern Customer's use of an access to the Services) (the "Agreement"). Professional Services are provided in accordance with [the PS Terms found here](#).

This Order Form is incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Order Form and the Agreement, the terms and conditions of this Order Form will prevail.

The Services will commence on the Subscription Term Start Date and will continue for the Subscription Term, unless terminated by either party as set forth in the Agreement. Customer's license to the Services will automatically renew for successive additional 12-month renewal terms with an automatic 5% increase in fees for each subsequent renewal term, unless either party gives the other party written notice of its intent not to renew at least thirty (30) days prior to the end of the applicable Subscription Term or renewal term.

Customer will pay the Fees set forth above, plus applicable taxes, in accordance with the Payment Terms. The Fees are based on the Units listed in the Purchase Summary, and the Customer is responsible for payment of the Fees regardless of actual usage.

This Order Form may be executed in counterparts.



Acceptance and Signature

Youththink / Wasco County

Signature:

Printed Name:

Billing Contact Name:

Billing Contact Email:

Billing Contact Phone:

Date:

Act-On Software, Inc.

Signature:

Printed Name:

Date:

AGREEMENT
FOR
RESEARCH SERVICES No. 8552.06

This Agreement for Research Services ("Agreement") is by and between the NATIONAL OPINION RESEARCH CENTER, a nonprofit corporation with its principal offices located at 55 East Monroe Street, Chicago, Illinois 60603 (hereinafter referred to as "NORC") and Wasco County (hereinafter referred to as "SPONSOR".)

WITNESSETH:

WHEREAS, NORC is a 501(c)(3) not for profit that conducts survey research in the public interest for government agencies, educational institutions, and private foundations. NORC collects data and conducts research to help policy makers, researchers, educators and others address the critical social issues facing the government, organizations and the public; and

WHEREAS, NORC represents that it is equipped and qualified to perform research directed toward these objectives; and

WHEREAS, SPONSOR desires to support the cost of the research to be conducted by NORC in connection with the project described herein, and to obtain and disseminate the results thereof for the benefit of the public.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein it is mutually agreed by and between the respective parties as follows:

1. SCOPE OF WORK

1.1 NORC shall use its best efforts to perform the research project as set forth in and substantially in accordance with Exhibit A of this Agreement (the "Work").

1.2 NORC shall furnish the facilities, equipment, personnel, services and all other necessary and related items for the performance of the Work. NORC represents that the performance of the Work described in this Agreement shall be done in a safe, proficient and professional manner, shall conform to professional standards, and shall adhere to all local, state and federal laws and regulations applicable to the Work hereunder.

2. CHANGES IN THE WORK

2.1 SPONSOR may, at any time, by written notice to NORC, request changes to the Work. Such changes shall only become effective once an amendment to this Agreement has been fully executed by both parties. If any change request by SPONSOR causes an increase in the cost or the time required for

AGREEMENT FOR RESEARCH SERVICES NO. 8552.06

the performance of this Agreement, an equitable adjustment shall be made by SPONSOR in the Contract Cost Limitation or period of performance.

3. PERIOD OF PERFORMANCE

3.1 NORC shall complete the Work in accordance with the following schedule, unless sooner terminated as provided in Section 6:

- a) Work Start Date – September 16, 2023
- b) Work Completion Date – September 15, 2024

3.2 The NORC project manager shall, as the parties agree, keep SPONSOR apprised of the progress of the Work. If any condition delays the timely performance of the Work, the parties shall meet to determine a revised schedule or make appropriate changes to the Work as the conditions may warrant.

4. FIRM FIXED PRICE AND PAYMENTS

4.1 The total fixed price of the Work to SPONSOR is \$44,775.00 which represents SPONSOR's total liability for the cost of the Work ("Contract Cost Limitation").

4.2 SPONSOR shall not be obligated to pay NORC for an aggregate amount of costs incurred in excess of the stated price.

4.3 NORC shall submit invoices to the following address:

Wasco County
Attn: Debby Jones
200 E. 4th Street
The Dalles, OR 97058

4.4 NORC shall submit invoices in accordance with the following Milestone and Delivery Schedule at the stated prices for each completed deliverable. SPONSOR agrees to make payment within 30 days of receipt of invoices from NORC.

| <u>DUE DATE</u> | <u>AMOUNT</u> |
|-----------------|---------------|
|-----------------|---------------|

| | |
|----------------------|-------------|
| 1) February 15, 2024 | \$22,387.50 |
|----------------------|-------------|

| | |
|-----------------------|-------------|
| 2) September 15, 2024 | \$22,387.50 |
|-----------------------|-------------|

5. Reports and Deliverables

See attached Scope of Work in Exhibit A.

6. TERMINATION

Either Party may terminate this Agreement upon thirty (30) days written notice to the other party. If

AGREEMENT FOR RESEARCH SERVICES NO. 8552.06

this Agreement is terminated by SPONSOR, NORC shall be reimbursed for costs up to the date of termination and non-cancelable commitments based on a percentage of completion.

The foregoing notwithstanding, any obligations relating to confidential information as provided for under this Agreement will survive the termination of this Agreement for the period listed in Section 8.1.

7. NOTICES AND ADDRESSES

7.1 All notices to the parties under this Agreement shall be in writing and sent to the names and addresses as set forth below, either by mail or electronic mail. Either party may change such name and address by notice to the other party in accordance herewith, and such change shall take effect immediately upon receipt of such notice.

7.2 National Opinion Research Center
55 East Monroe Street
Chicago, Illinois 60603
Attn: Caitlin Oppenheimer, Senior Vice President
Email: Oppenheimer-Caitlin@norc.org

7.3 SPONSOR Information:
Wasco County
Debby Jones, Prevention Specialist
200 E. 4th Street
The Dalles, OR 97058
Email: debbyj@co.wasco.or.us

8.0 CONFIDENTIAL INFORMATION

8.1 The parties contemplate that, in the performance of the Work, either party may furnish the other confidential information which is generally related to the subject matter of this Agreement, but was developed apart from this Agreement. Such confidential information shall be held in confidence by the receiving party, shall not be published in any form, shall not be used, and shall not be discussed with or disseminated to any individual or organization other than the parties. Such terms shall apply for a period commencing upon the execution of this Agreement and extending five (5) years after the Work Completion Date and shall not apply to information:

a) which is already in the possession of the receiving party or its employees at the time of disclosure as evidenced by prior written documentation;

b) which now or hereinafter comes into the public domain without breach of this Agreement;

c) which the receiving party rightfully receives from third parties without obligation of confidentiality;

d) which is approved by the disclosing party's written authorization for use or release by the receiving party.

AGREEMENT FOR RESEARCH SERVICES NO. 8552.06

8.2 Neither the execution of this Agreement, nor the furnishing of any confidential information by either party shall be construed as granting to the other party expressly, by implication, by estoppel, or otherwise, any license under any invention, patent, trademark, copyright or other proprietary right now or hereafter owned or controlled by the party furnishing the same.

9. INSURANCE, LIABILITY AND INDEMNIFICATION

9.1 NORC shall carry Workers' Compensation, including Employer's Liability Insurance, and/or all other insurance required by law in accordance with the statutory requirements of the jurisdiction in which the Work will be performed.

9.2 Each party (the "Indemnifying Party") agrees to indemnify and defend the other party and its officers, agents, employees and subcontractors (the "Indemnified Parties") against any court awarded losses, damages (including reasonable attorney's fees) resulting from a third party action, suit or proceeding brought against the Indemnified Parties based on: (i) a claim that the Work or any deliverables, in whole or in part, infringe any patent, copyright, trade secrets, or other intellectual property right, or (ii) the gross negligence or willful acts or omissions on the part of the Indemnifying Party, its officers, agents, employees and subcontractors, except to the extent arising from or related to the negligence, willful misconduct or breach of this Agreement by the Indemnified Parties. Any claims for indemnification must be notified to the Indemnifying Party in writing. The Indemnifying Party will pay all damages and costs awarded therein against the Indemnified Parties and all expenses incurred by the Indemnified Parties, including reasonable attorneys' fees.

The liability of NORC with respect to this Agreement shall not exceed the Contract Cost Limitation, whether remedy is sought in contract, tort (including negligence), strict liability, warranty, or other legal theory.

IN NO EVENT SHALL NORC OR ITS SUBCONTRACTORS OR VENDORS BE LIABLE TO SPONSOR IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHER LEGAL THEORY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR REVENUE, LOSS OF USE, OR NON-OPERATION OR INCREASED EXPENSE OF OPERATION.

10. RESEARCH DATA

NORC agrees to maintain Research Data in sufficient detail as will properly reflect all Work done and results achieved in the performance of this Agreement. Research Data shall be defined as lab books, records, reports, research notes, charts, computations, analysis, recordings developed under this Agreement. SPONSOR shall own all rights to the Research Data generated under this Agreement. SPONSOR grants to NORC, as a nonprofit research organization, throughout the world a nonexclusive, irrevocable, royalty-free license, including the right to sublicense, to use or have others use the Research Data. NORC shall not be required to retain any Research Data beyond one (1) year from the date of final payment to NORC hereunder.

11. COPYRIGHT AND PUBLICATION

AGREEMENT FOR RESEARCH SERVICES NO. 8552.06

11.1 The parties to this Agreement agree that all papers, reports, publications and/or other works created by NORC pursuant to this Agreement ("Copyrightable Works") which are subject to copyright and fixed in a tangible medium of expression (excluding computer programs) shall vest in NORC. NORC grants to SPONSOR a non-exclusive, non-commercial, irrevocable, royalty-free license, including the right to sublicense, to any such Copyrightable Works to exercise or have exercised for or on behalf of SPONSOR throughout the world.

11.2 NORC is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, and in order to comply with the provisions of Section 501(c)(3) and the applicable Regulations and Rulings, NORC must serve a public rather than private interest. Therefore, NORC will, at its sole discretion as to time and method, publish or make available to the interested public on a non-discriminatory basis in a timely and reasonable manner the results and any or all of the information concerning the results of the sponsored research which is the subject of this Agreement and which results or information would be beneficial or useful to the interested public. SPONSOR and NORC further agree that any such publication shall be delayed for a period not to exceed sixty (60) days if reasonably requested by the non-publishing party in order to seek patent protection for information contained within the publication.

12. PUBLICITY

Except as provided in this section, SPONSOR may use the progress information and results from the Work as it sees fit. No advertising, sales promotion or other publicity matters shall be published or distributed by SPONSOR with respect to the Work, or the results achieved in connection therewith, which in any way mentions NORC or any of its employees, or from which a connection with NORC or any of its employees could be implied or inferred, without the prior written consent of NORC's President, which consent will not be unreasonably withheld. Such consent shall be required only in circumstances where SPONSOR uses the progress information and results from the Work as a basis for drawing and asserting further conclusions that are beyond the scope of the Work. Such consent shall not be required in circumstances where SPONSOR publicly distributes the Work as part of its advocacy efforts, and, in so doing, the Work is distributed in its entirety, portions of the Work are quoted directly, or the Work is discussed orally without reference to any conclusions that are beyond the scope of the Work. SPONSOR warrants that it will not misuse or misrepresent the findings and progress of the Work, but if, in NORC's judgment, such misuse or misrepresentation occurs, NORC will retain the opportunity to distribute a methodological clarification or require SPONSOR to retract or publish a clarification. Any other use of NORC's name and/or logo in any manner whatsoever relating to this Agreement without prior written approval from NORC's President is hereby prohibited. This prohibition, when applicable, shall include, but not be limited to, articles or publications (including news releases and advertising), marketing materials, client lists, and endorsements.

13. INVENTIONS AND PATENTS

13.1 All rights, title and interest in and to any patents which may result from the Work performed under this Agreement shall vest in NORC, who shall at its own expense file all patent applications in the United States and selected foreign countries. The foregoing notwithstanding, NORC agrees, if requested, to grant SPONSOR a non-exclusive, non-commercial, royalty-free license to such patents. In the event NORC elects not to seek patent protection for any invention, NORC shall notify SPONSOR of such decision and SPONSOR shall have the right to seek such patent protection at its own expense, provided, however that NORC shall retain a non-exclusive, royalty-free license to such patent for research and

AGREEMENT FOR RESEARCH SERVICES NO. 8552.06
development purposes only.

13.2 Notwithstanding the foregoing, NORC shall at all times retain sole and exclusive ownership rights in (i) NORC's methodologies, including without limitation sampling, research, and methods of process or questioning, research products, sample or panel database(s), systems of analysis, questions or questionnaire forms (unless provided by SPONSOR or developed by NORC solely for SPONSOR), and completed questionnaires, as well as all computer software (including source code) or programs, models or systems, and analysis, used in NORC's performance of the Work, whether or not such methodologies or software are patentable or copyrightable (collectively, the "Techniques"), (ii) any patent(s), copyright(s), trademark(s), service mark(s), trade secret(s) and/or proprietary right(s) of NORC ("NORC IP"), and (iii) any and all oral and written confidential information of NORC that is disclosed to SPONSOR in connection with this Agreement (collectively Techniques, NORC IP and NORC's confidential information shall be referred to as the "NORC Materials"). Notwithstanding any other provision herein, NORC shall own all right, title and interest in any improvements, enhancements and adaptations of the NORC Materials.

14. WARRANTY

Inasmuch as this Work is for research services, none of the services, technical information, results, or usefulness thereof are warranted. No representations, guarantee, warranty, expressed or implied (including warranties of fitness of purpose and merchantability) or warranties arising from course of dealing, usage or trade, shall apply.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

16. RELATIONSHIP OF THE PARTIES

It is understood that the work undertaken hereunder by NORC is as an independent contractor and not as an employee or affiliate of SPONSOR. Nothing contained in this Agreement shall be construed to create a joint venture or partnership between the parties.

17. ASSIGNMENT

This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto and supersedes all previous agreements and understandings, whether oral or written, express or implied, with respect to the subject matter contained in this Agreement. Except as set forth in Section 6 above, this Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representatives of both parties.

19. FORCE MAJEURE

In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, fire, flood, pandemic, earthquake, elements of nature or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes. In the event of any such delay or inability to perform, the parties will confer and intend to make any necessary changes to the Work and Period of Performance in order to fulfill the Work, which may include an increase to the Contract Cost Limitation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the last date and year written below.

| | | |
|--|--|---------------------------------------|
| <u>NATIONAL OPINION RESEARCH CENTER</u> | | <u>ENTER SPONSOR NAME HERE</u> |
| | | |
| BY: _____ | | BY: _____ |
| | | |
| Name: Caitlin Oppenheimer | | Name: [type in name here] |
| Title: Senior Vice President _____ | | Title: _____ |
| Date Signed: _____ | | Date Signed: _____ |
| | | |

EXHIBIT A

STATEMENT OF WORK

NORC Scope of Work – What’s Strong with You Project, Year 4

Training Consultant

NORC will continue to assist YouthThink in designing and implementing a customized training plan that includes technical assistance, training materials, and training for adolescent health care delivery sites to use when integrating SBIRT into their workflows. Based on the training plan designed in prior years, NORC will continue to work with YouthThink in year 4 to assist sites in their SBIRT implementation. Exhibit 1 displays the estimated budget for these activities.

NORC will do the following:

1. Project leadership/management: NORC will coordinate at least one meeting per month with YouthThink leadership to discuss project progress and training design.
2. Training: NORC will work with YouthThink and sites to customize training to align with implementation site needs, service delivery model, and workflows.
 - a. NORC will produce one 30- to 45-minute webinar for law enforcement and first responders including the filming of two role plays to model conducting brief interventions with individuals in the field. NORC will host up to one, virtual follow up session.
 - b. NORC will prepare for and attend up to 6 meetings with SBIRT Champions or other project personnel to assess the training needs. This task includes providing meeting summaries and any resources/materials.
 - c. NORC will deliver one Teen Intervene full-day workshop and one train the trainer full-day workshop. The training will be delivered in-person by NORC Consultant, Ken Winters and in one travel session.
 - i. NORC will offer up to 10 hard-copies of the Learner’s Guide to Adolescent SBIRT. Electronic copies will be provided at no cost.
 - ii. NORC will conduct up to 2 virtual training follow up sessions (i.e., training technical assistance) for each group for a total of four sessions. These meetings assume a very low effort of preparation for NORC. Attendees will come with questions and topics to discuss, much like an “office hours” session.
3. Implementation support: NORC and YouthThink will identify and assess the needs of up to three implementation sites who may be interested in implementing SBIRT, Teen Intervene, and/or interested in technical assistance on special topics (e.g., ACEs).
4. Technical Assistance: NORC will work with YouthThink and other SBIRT Champions to host up to two technical assistance sessions on special topics (e.g., ACEs) in year 4.
5. Materials development: NORC will work with YouthThink to create up to two supplemental materials to aid sites in implementing SBIRT with adolescents.
6. Administrative: Administrative management activities such as financial management.

AGREEMENT FOR RESEARCH SERVICES NO. 8552.06

Exhibit 1: Year 4 Estimated Budget for “What’s Strong With You”

| Task | Total |
|--|---------------------|
| Project Leadership/Management | |
| Coordinate one meeting per month with YouthThink leadership to discuss project progress and one biweekly internal NORC meeting. | \$7,000.00 |
| Training | |
| NORC will produce one 30- to 45-minute webinar for law enforcement and first responders including the filming of two role plays to model conducting brief interventions with individuals in the field. NORC will host up to one virtual, follow up session. *Note payments to the video production company and talent agency already made in Y3. Costs here reflect the NORC and consultant staff time to film, review, and finalize the videos. | \$9,650.00 |
| Prepare for and attend up to 6 meetings with SBIRT Champions or other project personnel to assess the training needs. This includes providing meeting summaries and any resources/materials. | \$4,600.00 |
| Conduct one in-person Teen Intervene training and one train the trainer training. This includes providing up to 10 hard copies of the Learner’s Guide to Adolescent SBIRT. | \$5,400.00 |
| Implementation Support | |
| NORC and YouthThink will identify and assess the needs of up to three implementation sites who may be interested in implementing SBIRT, Teen Intervene, and/or interested in technical assistance on special topics (e.g., ACEs). | \$1,750.00 |
| Technical Assistance | |
| Host up to two virtual technical assistance sessions on special topics (e.g., ACEs). | \$5,600.00 |
| Materials Development | |
| NORC will work with YouthThink to create up to two supplemental materials to aid sites in implementing SBIRT with adolescents. | \$6,100.00 |
| Administrative | |
| Financial management and other administrative costs. | \$4,675.00 |
| Total Y4 Estimated Budget | \$ 44,775.00 |



MOTION

SUBJECT: YouthThink Agreements

LEAH FERGUSON PERSONAL SERVICES CONTRACT: I move to approve Amendment 1 to the Act On Personal Services Contract extending Leah Ferguson's services through June 30, 2024.

ACT ON CONTRACT RENEWAL: I move to approve the Act On Order Form for the 2023/2024 fiscal year.

NORC CONTRACT RENEWAL: I moved to approve Agreement 8552.06 renewing services with the National Opinion Research Center for through September 15, 2024.



BOARD OF COUNTY COMMISSIONERS

511 Washington St, Ste. 101 • The Dalles, OR 97058
p: [541] 506-2520 • f: [541] 506-2551 • www.co.wasco.or.us

Pioneering pathways to prosperity.

Astrea Strawn, Forest Legacy Program Coordinator
Oregon Department of Forestry
2600 State Street
Salem, Oregon 97310

September 6, 2023

RE: Support for the Columbia Gorge Forest FY 2025 Forest Legacy Project

Dear Ms. Strawn,

We are writing in strong support of the Columbia Gorge Forest, Forest Legacy project. The Columbia Gorge Forest will ensure Wasco County's working timberland base remains working forest through a conservation easement; conserve municipal drinking water and wildlife habitat through fee acquisition; and include additional areas of important and uncommon oak habitat as match land.

The project is located within the ceded lands of the Confederated Tribes of Warm Springs and is adjacent to multiple public land ownerships—from The City of The Dalles, to the Hood River County Forest, Oregon Department of Fish and Wildlife habitat lands, and the Mt. Hood National Forest. It conserves a continuous forested landscape that supports a thriving timber economy by providing timber to three local mills and supporting local forest-based jobs; it protects an important migratory corridor for both big game and migratory birds; and it enhances a vibrant recreation economy.

Important to our County's largest metropolitan area, The Dalles, the project protects the last remaining portion of the Municipal Watershed that is not in a protected status, and prevents development along 60 miles of streams, which will help maintain water flow essential for recovery of federally listed salmon and steelhead.

Wasco County has a deep history of sustainable resource management. This Forest Legacy project will play a vital role in maintaining what previous generations have built for future generations to come. We encourage the Forest Legacy Program's support for this important project.

Sincerely,
Wasco County Board of Commissioners

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



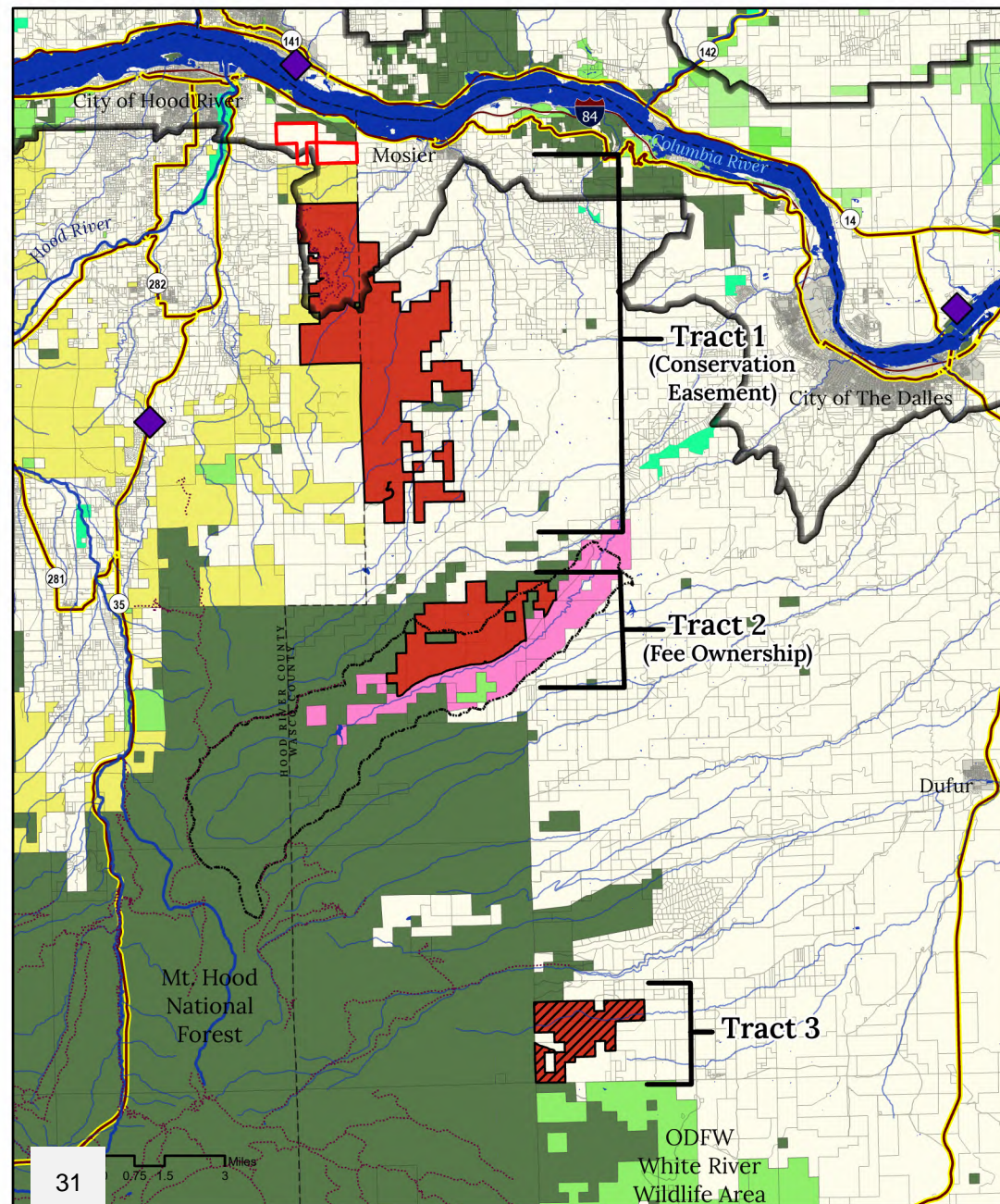
THE
CONSERVATION FUND

Columbia Land Trust

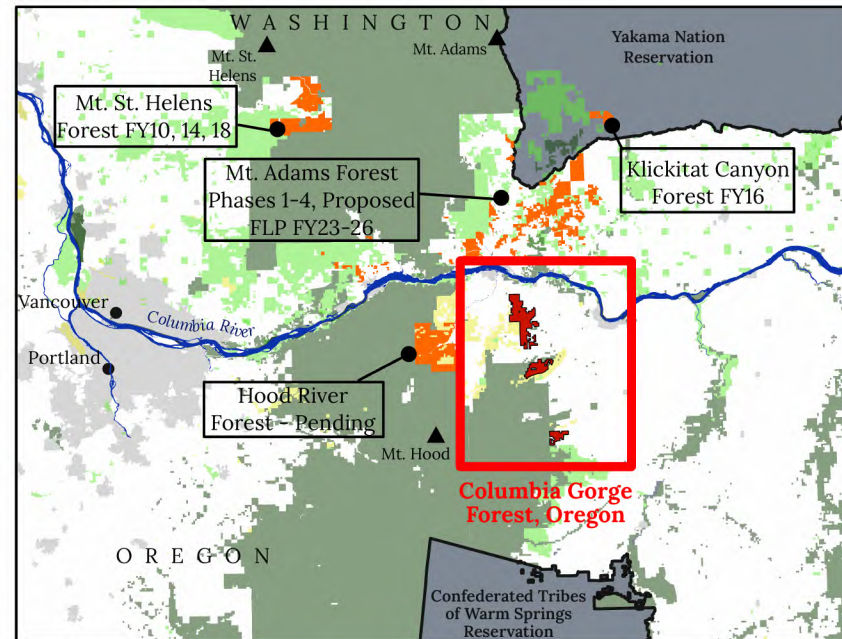
Columbia Gorge Forest, Oregon

FY2025 Forest Legacy Project

PROJECT OVERVIEW MAP:



REGIONAL MAP:



Project Metrics

- Forest Legacy 2024 (13,412 Acres)
- Match Property - Forest Legacy 2024 (1,965 Acres)

Land Management

- Federal Government
- State Government
- Tribal Government
- City of The Dalles
- Hood River County Forest
- Columbia Land Trust Conserved Lands
- Existing Forest Legacy Conservation
- Forest Land Marketed as Non-Forest

Columbia River Gorge National Scenic Area Boundary

Hydrography

- Rivers
- City of The Dalles Municipal Watershed

Infrastructure

- Interstates
- Highways
- Trails
- Mill Locations

Map Date: 7/11/2023

Data Sources: USGS, Wasco County, Hood River County



MEMORANDUM

SUBJECT: Fee Schedule Policy

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: AUGUST 7, 2023

BACKGROUND INFORMATION:

As we moved through our regular Fee Schedule process guided by the Policy adopted last year, our Building Official Mark VanVoast expressed some concerns regarding the increase in Building Codes Fees. Mr. VanVoast also serves as the Building Official for Hood River. Hood River County does a similar process, however their “uniform fee schedule” does not include the Building Department’s fees since this is a dedicated fund and the fee increase process is regulated specifically by the Building Codes Division. Usually, Building Departments need to prove their costs to provide service have, or are actually increasing.

It only takes a few individuals to appeal the fee increase which in turn can create quite a bit of work for the jurisdiction with no guarantee the increase will be approved.

BELOW ARE SOME GUIDELINES FROM THE STATE:

Who may appeal?

- Two groups of people may challenge a local fee change or increase:
10 or more persons, or (2) an association with 10 or more persons
- The persons or association must file the appeal no later than 60 days after the director receives notice of the proposed adoption of the fee from the jurisdiction. However, if the jurisdiction failed to notify the director at least 45 days prior to adopting the fee as required under [OAR 918-020-0220](#)(1)(a), an appeal may be filed up to one year after the adoption of the new fee.

Once the division receives a request for an appeal and determines that the request is timely, the building official must send certain information to the division as follows:

- An explanation of why the building inspection program fees are necessary at the level proposed.
- A copy of the jurisdiction's newly adopted fee schedule and, if needed, the prior fee schedule.
- Revenue and expense information.
 - The jurisdiction needs to identify their actual costs and income for 12 months and project their income and costs for the next 12 months.
 - The jurisdiction also needs to provide the program's reserve and ending fund balances.
- The jurisdiction's cost allocation method(s) for expenses.

- The jurisdiction shows how they relate their costs to a revenue source they collect.
- Reasons why the fee is reasonable.
- Reasonableness of the proposed fees depends on several factors:
 - The jurisdiction must include information that its fees are comparable to fees charged by other programs. To show this, the jurisdiction needs to provide information on what jurisdictions of similar size and location charge for the same level of service.
 - The jurisdiction must establish that it arrived at its result through the same or similar calculation methods used by other jurisdictions.
 - A jurisdiction needs to explain that the fee itself is the same type as those charged by other jurisdictions for similar services.
 - A jurisdiction must meet the procedural requirements in statute and rule in order for a fee to be "reasonable."
- Expected changes to the jurisdiction program after the fee change.

The above information must be sent to the division within 15 days of the appeal. The division may request additional information, if needed.

SUGGESTED REVISIONS

In addition, to these above considerations, there are other reasons to add some flexibility to our Fee Schedule Policy. Please see my comments below:

Item II. States that: **All fees shall be adjusted** according to the Consumer Price Index for the Western Region of the United States. ("all" and "shall" are determinative)

Item III. States that: **Fees may be increased beyond the Consumer Prices Index rate** if justification can be demonstrated to the Board of County Commissioners. (By saying that fees may be increased with Board approval, we infer that the same opportunity is not available for a decrease or no action. Even without the Building Codes considerations, in an economic downturn, natural disaster, etc., the Board may want to freeze fees)

Item V. States that: This policy does not preclude updates to the Uniform Fee Schedule, approved by the Board of County Commissioners, at other times of the year as needed. (There is nothing in this clause that overrides Items II and III)

While the policy does not have the weight of law, we would like for it to reflect our practices rather than circumventing a published policy. We can easily address this by revising Item III to say:

Fee adjustments may deviate from the Consumer Price Index rate if justification can be demonstrated to the Board of County Commissioners.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER A REVISED POLICY TO GUIDE UPDATES TO THE WASCO COUNTY UNIFORM FEE SCHEDULE

Policy 23-001

PURPOSE: To standardize review of and increases to Wasco County's Uniform Fee Schedule Ordinance.

- I. Wasco County shall review the Uniform Fee Schedule annually in July.
- II. All fees shall be adjusted according to the Consumer Price Index for the Western Region of the United States.
- III. Fee adjustments may deviate from the Consumer Prices Index rate if justification can be demonstrated to the Board of County Commissioners.
- IV. The Amended Fee Schedule Ordinance shall be presented to the Board of County Commissioners for approval annually in September to achieve an effective date in the first week of January of the following year.
- V. This policy does not preclude updates to the Uniform Fee Schedule, approved by the Board of County Commissioners, at other times of the year as needed.

DATED this 16th day of August, 2023.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



MOTION

SUBJECT: Revised Fee Schedule Policy

I move to approve Policy 23-001 Revising the Policy guiding updates to the Wasco County Uniform Fee Schedule.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF DAN RICHARDSON TO THE MID-COLUMBIA ECONOMIC
DEVELOPMENT DISTRICT BOARD OF DIRECTORS AS THE REPRESENTATIVE OF THE CITIES OF WASCO COUNTY

ORDER #23-051

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That Mike Foreaker will complete his term as the Wasco County Cities Representative on the Mid-Columbia Economic Development District Board of Directors on August 31, 2023; and

IT FURTHER APPEARING TO THE BOARD: That Dan Richardson is willing and is qualified to be appointed to the Mid-Columbia Economic Development District Board of Directors as the Cities of Wasco County representative.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Dan Richardson be and is hereby appointed to the Mid-Columbia Economic Development District Board of Directors as representative of the Cities of Wasco County; said term to expire on August 31, 2025.

DATED this 6th day of September, 2023.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



MOTION

SUBJECT: MCEDD Appointment

I move to approve Order 23-051 Appointing Dan Richardson to the Mid-Columbia Economic Development District Board of Directors as the Representative of the Cities of Wasco County.



MEMORANDUM

SUBJECT: Legal Notices Contract

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: AUGUST 10, 2023

BACKGROUND INFORMATION:

This is an annual contract that establishes the cost of publishing legal notices in The Dalles Chronicle and the responsibilities of both parties to the contract, i.e. deadline for submissions and response to errors. The costs have increased from \$8.25 to \$8.50 for each column inch of space, representing a 3.125% increase over last year.

Columbia Gorge News, LLC
1800 W. 6th Street
The Dalles, Oregon 97058

2023-2024
CONTRACT

FOR PUBLICATION OF LEGAL NOTICES FOR WASCO COUNTY

IN CONSIDERATION of the rates at which Retail Display Advertising is sold under this Contract, the undersigned Advertiser agrees to publish Legal Notices for Wasco County, Oregon in **Columbia Gorge News** from September 1, 2023 to August 31, 2024, as follows:

This advertising and such other Display Space as the Advertiser publishes in **Columbia Gorge News** during this period shall be billed at one of the following rates by the Publisher to the Advertiser at the end of each calendar month for each column inch of space: \$8.50 for On-Line E-Mail. This Contract rate is predicated on payment in full by the 15th of the month following billing.

The deadline for having legal notices to **Columbia Gorge News** is by 5 P.M. the Friday prior to publication, or by permission.

Errors and omissions are the responsibility of the Advertiser and **Columbia Gorge News** assumes no financial responsibility for such errors unless proof is not shown and then only to the extent of the space occupied by such error and a correction in an equal amount of space will be run in the next available issue of **Columbia Gorge News**.

Neither **Columbia Gorge News** nor Advertiser is liable for fulfillment of contract if such is made impossible through suspension of business, or through fire, flood or acts of God.

DATED this 16th day of August, 2023.

WASCO COUNTY BOARD
OF COMMISSIONERS:

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, Commissioner

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

Columbia Gorge News, LLC

Chelsea Marr, Publisher

Date:



MOTION

SUBJECT: Legal Notices Contract

I move to approve the 2023/2024 contract with Columbia Gorge News for the publication of legal notices for Wasco County.



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
AUGUST 2, 2023

This meeting was held in person and on Zoom

<https://wascocounty-org.zoom.us/j/3957734524>

or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

PRESENT: Steve Kramer, Chair
Scott Hege, Vice-Chair
Phil Brady, County Commissioner
STAFF: Kathy Clark, Executive Assistant
Tyler Stone, Administrative Officer

Chair Kramer opened the session at 9:00 a.m. with the Pledge of Allegiance.

Discussion Item – OHA Prevention IGA Amendment

Ms. Clark explained that Prevention Coordinator Debby Jones was unable to attend today's meeting but provided the following information regarding the Amendment:

The agreement is the standard one that we receive from OHA every two years. These funds are pass-through dollars from the federal Substance Use Prevention, Treatment and Recovery block grant. This agreement allows YouthThink-Wasco County to continue to receive funding and implement programs and practices that help increase protective factors and decrease the risk factors for our youth and families. Additional dollars have been allocated towards this work as stated in the document. As required, YouthThink submits quarterly reports to OHA that includes progress on the implementation plan as well as financial reporting of expenditures.

Commissioner Brady commented that this is important work that he saw in action at the high school.

Vice-Chair Hege noted that the funding is increasing significantly. He asked if this is will be for more of what we are already doing or something different. Mr. Stone replied that he thinks it is more of what we are already doing. Ms. Clark added that Ms. Jones is scheduled to present a comprehensive update to the Board in September; that will be an opportunity to ask these questions.

{{{Commissioner Brady moved to approve Amendment 3 to OHA Grant Agreement 162432 for the Alcohol and Drug Prevention and Education Program. Vice Chair Hege seconded the motion which passed unanimously.}}}

Discussion Item – Fort Dalles Museum Commission Appointment

Ms. Clark explained that there is a vacancy on the Museum Commission due to Dawn Rasmussen's resignation. The Museum Commission has reviewed Ms. McNary's application and is recommending her appointment.

Vice-Chair Hege said he is impressed by the objectives and goals outlined in the application. He expressed an interest in being able to meet applicants that the Board is not already familiar with. Ms. Clark said she would be happy to invite applicants in the future. Mr. Brady suggested that the application includes a phone number that Commissioners could use to contact applicants prior to appointing.

{{{Vice-Chair Hege moved to approve Order 23-049 appointing Marla McNary to the Fort Dalles Museum Commission. Commissioner Brady seconded the motion which passed unanimously.}}}

Consent Agenda – 7.19.2023 Regular Session Minutes

{{{Vice-Chair Hege moved to approve the Consent Agenda. Commissioner Brady seconded the motion which passed unanimously.}}}

Commission Call

Commissioner Brady said he recently attended the National Association of Counties (NACo) conference last week with special interest in following the energy and land use planning tract. He commented that we need to get on board with getting our electric vehicles (EVs) going. He pointed out that manufacturers are not building new plants to produce EVs; they are retooling existing plants for that purpose. Everyone will be driving EVs and we need to be ready for that. We have an opportunity to guide the development of EVs in our county parallel to the development of solar and wind energy development.

At 9:12 a.m. Chair Kramer recessed to open a meeting of the Wasco County Library Service District.

The Regular Session resumed at 9:14 a.m.

Commission Call

Chair Kramer reported that Friday afternoon he received an invitation to join Secretary Vilsack, Governor Kotek, Senator Wyden and Representatives Bonamici and Salinas on a 12-member panel to discuss USDA and rural development. The meeting took place Monday at 9:15 a.m. at the World Forestry Center in Portland. He said he presented on the Wasco County Forest Collaborative and the work they have been doing over the last 8 years as well as the work being done here through the Community Wildfire Defense Grant. Chair Kramer went on to say that it is fair time so that is where most of his energy is invested right now.

Vice-Chair Hege said that he serves on the Community Workforce and Economic Development Committee for NACo. They met offsite for the first full day of the conference. The meeting was located at a redeveloped mall which serves as a campus of Austin Community College for both classrooms and housing. The campus provides an example of the reusability of abandon malls; the renovation cost \$1.5 billion.

Vice-Chair Hege said that the California State Association of Counties (CSAC) reported that the State of California is basically rudderless in addressing homelessness. The CSAC took that on to develop a plan. In addition, there was a speaker from Air BNB who talked about the plusses and minuses of short term rentals and how to best integrate them into the community.

Vice-Chair Hege stated that the Florida Chamber spoke on poverty and how they are trying to address that. The key seems to be working on generational poverty through 2-generation strategies. It has a 60-80% success rate after 2 generations as compared with a 10% success rate through more traditional strategies.

Vice-Chair Hege said there was a presentation on Strategies for Bipartisan Infrastructure. The National Telecommunications and Information Administration is overseeing the Broadband Equity, Access, and Deployment Program. Oregon received \$688 million for implementation of this program. The State has to develop a plan to be approved by the federal government; once approved, they must continue to report back to the federal government on progress in implementation. The program mission is to provide service to unserved communities first; once that has been addressed, the mission can shift to the underserved communities. The money is distributed over time as progress continues. The NTIA emphasized that it is important to work with your state Broadband Office. He reported that about a month ago, he and Mr. Stone, The

Dalles City Manager and others attended a meeting with the Broadband Office staff. He characterized the meeting as disappointing, saying the Broadband Office did not seem organized, did not have a good plan, were not able to answer many of the questions and did not provide much opportunity for feedback.

Chair Hege said another interesting topic was Power Net Economies which is primarily about coal. They were basically looking at communities that had catastrophic events when coal mines or coal plants shut down. When a community is tied to one economic driver and that goes away, what do you do? In Georgia, they have had cities fail and the County had to take over.

Commissioner Brady noted that at a recent Board session the Board directed the Public Works director to prepare a report regarding the requested vacation of a road. He asked what timeline he might expect for that report to come back to the Board. Public Works Director Arthur Smith said for simple vacations, reports usually come back in 4-6 weeks. However, this is a complicated vacation with multiple landowners and stakeholders. He explained that they are likely going to have to hold a public hearing on the vacation and he is still gathering information for his report. He estimated that it would be September or October before it comes back to the Board.

Agenda Item – Work Session

FUTURE RECREATION IN THE GORGE

Mr. Stone said that as we have been looking at the redevelopment of Kramer Field in conjunction with the request from the hospital, we are evaluating what a new sports complex would look like. We went out to bid for a consultant and selected Hunden Partners to do that work.

Hunden Partners Project Manager Ryan Sheridan reviewed the presentation included in the Board Packet along with supplement slides (attached or included here). He reviewed the project objectives and the SWOT analysis (Strengths, Weaknesses, Opportunities and Threats), highlighting the strategic location of the proposed site right on the I-84 corridor:

Project Objectives

This study aims at identifying the supply/demand for sports/recreation in the City of The Dalles and Wasco County, how the city and county stack up to surrounding communities in the regional market and finally, based on this analysis, drawing impactful conclusions that identify where strong opportunities lie to take the city and county to the next level as a community.



SWOT Analysis

The following SWOT analysis details the strength, weaknesses, opportunities and threats related to the proposed youth sports facility in The Dalles and Wasco County.

| STRENGTHS  | OPPORTUNITIES  | WEAKNESSES  | THREATS  |
|--|--|--|---|
| <ul style="list-style-type: none"> Regional traffic along I-84 Travel habits for sports tourism within the region Weather patterns in The Dalles relative to major markets in the Pacific Northwest Strong local demand / weak local supply Local hotel performance | <ul style="list-style-type: none"> Youth sports complex, w/ indoor/outdoor components to serve variety of sports Local facilities for local high school, recreation and quality of life Private sector partnerships Sports tourism Additional commercial developments surrounding Project sites | <ul style="list-style-type: none"> Lack of quality indoor and outdoor facilities that has led to decreasing and lost business Lack of turf and lighted spaces that restrict scheduling Overall lack of supporting hotel and restaurant supply (group friendly business) | <ul style="list-style-type: none"> Site constraints Other proposed, competing facilities with the regional market Regional competition for tournaments at established facilities |

Mr. Sheridan went on to review the current sports assets in the Gorge along with the demand for such facilities.

Summary Matrix

Youth Sports - Asset Analysis



| | | | | | | |
|--------------------|------------|--|---|--|--|--|
| Where you are now. | | Outdoor | | | Indoor | |
| | Element | Soccer | Baseball & Softball | Other Field Sports | Basketball | Volleyball |
| | Supply | Limited/Weak | Limited/Weak | Limited/Weak | Limited/Weak | Limited/Weak |
| | Demand | Strong | Strong | Moderate | Strong | Good |
| | Top Assets | <ul style="list-style-type: none">Chenoweth Elementary SchoolThompson Track | <ul style="list-style-type: none">Kramer FieldsSorosis ParkHood River Little League | <ul style="list-style-type: none">Chenoweth Elementary SchoolThompson Track | <ul style="list-style-type: none">The Dalles High SchoolChenoweth Elementary School | <ul style="list-style-type: none">The Dalles High SchoolChenoweth Elementary School |

When reviewing the Regional Overview Map, Mr. Sheridan pointed out the central location of the proposed site in relation to the “hot spots” of demand.

Regional Overview

The Dalles is located within Wasco County and situated along Interstate 84, connecting the city and county to the Portland MSA, Tri-Cities and Boise, Idaho.

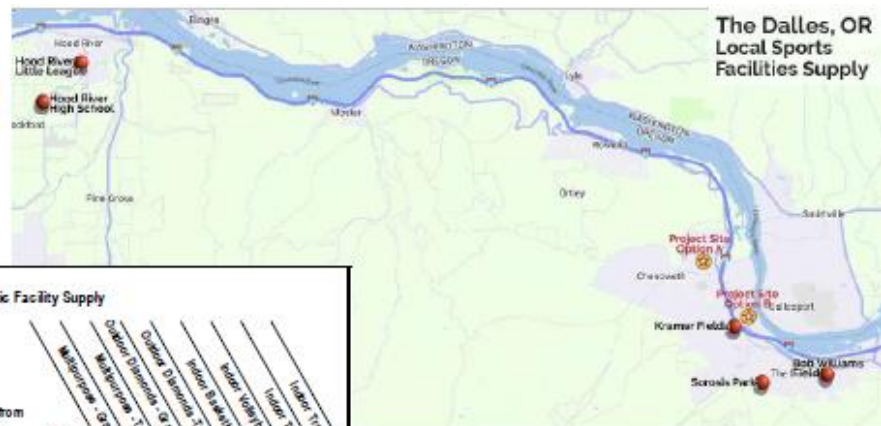
The Dalles serves as a central location in the region between central Oregon, western Oregon and the Tri-Cities, creating the potential to be a regional hub for sports tournaments.

The city serves as the county's seat and attracts sports participation from within the Columbia River Gorge, making it the optimal location within the county for a youth sports development.



In regard to local supply, Mr. Sheridan noted that although Hood River is the most visited, their field may need to be relocated which should be taken into consideration when evaluating the information.

Local Supply



| Facility Name | Location | Distance from Project | Type | Multipurpose - Grass | Outdoor Diamond - Grass | Indoor Baseball | Indoor Volleyball | Indoor Softball |
|---------------------------------|----------------|-----------------------|---------|----------------------|-------------------------|-----------------|-------------------|-----------------|
| Kramer Fields | The Dalles, OR | 1.8 | Outdoor | - | 1 | - | - | - |
| Sorensen Park | The Dalles, OR | 2.1 | Outdoor | - | 1 | - | - | - |
| Bob Williams Field | The Dalles, OR | 4.4 | Outdoor | - | 1 | - | - | - |
| Hood River Little League Fields | Hood River, OR | 20.9 | Outdoor | - | 2 | - | - | - |
| Hood River Valley High School | Hood River, OR | 22.8 | Outdoor | - | 1 | 2 | - | - |
| Average | 6 Facilities | 10.4 | - | - | 1 | 2 | - | - |
| Maximum | - | - | - | 1 | 1 | 2 | 0 | 0 |

Source: Various Sources

There are approximately five public facilities that offer fields/diamonds within a 30 miles radius. The local supply is extremely limited and lacking in quality and offerings. There are no indoor sports facilities in the local area.

Mr. Sheridan stated that through a broader look at 21 facilities that are competitive – a mix of indoor and outdoor facilities and some that include both – there is a real opportunity in Wasco County to be a destination for regional sports.

Mr. Sheridan then reviewed the recommendations for what should be included in the proposed sports complex along with projections of tournament usage and attendance for such a facility.

The Dalles / Wasco County Youth Sports: Recommendations

Based on the analysis of the youth sports market in the The Dalles, Wasco County, the region and interviews with market experts, tournament organizers, and other stakeholders, Hunden recommends the development of an indoor & outdoor complex over two phases.

Upon full build-out Hunden recommends the following:

- 4 full-sized multi-purpose, lighted turf fields
- 8 grass multi-purpose fields (soccer, baseball/softball, lacrosse, archery, Australian rules football, ultimate frisbee)
- 6 baseball/softball diamonds with turf infields and grass outfields
- 6 indoor hardwood basketball courts (12 indoor volleyball courts)

Phasing will help with initial costs and assist in identifying long-term opportunities as the market changes. Ultimately, Hunden recommends turf and lighted multi-purpose fields to extend the available time of play throughout the season and to support multiple sports. In order to attract regional tournaments for outdoor field and diamond sports, The Dalles needs to compete with the number of fields found at regional competitors. With 6 indoor basketball courts, (12 volleyball courts) The Dalles will have the ability to host indoor sports tournaments, which is currently lacking within the County. There are multiple site options, but the site for the Project has not yet been determined. The recommendations of the Project apply to the opportunities within the greater market of The Dalles.

| Feature | Unit | Phase I (High Priority) | Phase II (Future Priority) | Total Build-Out |
|------------------------------------|-----------------|-------------------------|----------------------------|-----------------|
| Outdoor Components | | | | |
| Field Sports | | | | |
| Multipurpose Turf Fields (Lighted) | Fields | 4 | - | 4 |
| Grass Fields | Fields | 8 | - | 8 |
| Total | Fields | 12 | - | 12 |
| Diamond Sports | | | | |
| Baseball/Softball | Diamonds | 6 | - | 6 |
| Total | Diamonds | 6 | - | 6 |
| Indoor Components | | | | |
| Basketball (Volleyball) | Courts | - | 6 (12) | 6 (12) |
| Total | Courts | - | 6 (12) | 6 (12) |

Source: HSP

Tournament Projections

The Project is projected to be completed over two phases. The first phase will focus on the outdoor components, including the multipurpose turf fields and the renovations to the grass fields. The second phase is projected to open in Year 3 and will focus on the indoor facility. Events highlighted in green are outdoor functions, while events highlighted in blue are indoor functions.

The sports complex is expected to host 16 events in Year 1 and 19 events in Year 2. Once the indoor facility is opened, the Project is projected to host 42 events in Year 3 and stabilize at 62 events in Year 7.

The sports complex is expected to be utilized between 35 and 127 days per year for tournament and event activity. The majority of the event days are expected to be a result of multi-day events.

| | Yr 1 | Yr 2 | Yr 3 | Yr 4 | Yr 5 | Yr 6 | Yr 7 | Yr 8 | Yr 9 | Yr 10 | Yr 11 | Yr 12 | Yr 13 |
|---------------------------|-----------|-----------|-----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Events by Type | | | | | | | | | | | | | |
| Soccer Tournaments | 4 | 7 | 8 | 8 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 |
| Softball Tournaments | 4 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| Baseball Tournaments | 4 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| Archery Tournaments | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Field Hockey Tournaments | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Baseball Tournaments | - | - | 8 | 7 | 8 | 8 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| Volleyball Tournaments | - | - | 8 | 7 | 8 | 8 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| Wheeling Events | - | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Chess/Other | - | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Public Ball | - | - | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Baseball/Special Events | - | - | 8 | 7 | 8 | 8 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| Total | 16 | 38 | 42 | 40 | 58 | 58 | 62 | 62 | 62 | 62 | 62 | 62 | 62 |
| Event Days by Type | | | | | | | | | | | | | |
| Soccer Tournaments | 25 | 15 | 18 | 20 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 |
| Softball Tournaments | 20 | 8 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| Baseball Tournaments | 20 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Archery Tournaments | 20 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Field Hockey Tournaments | 20 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Baseball Tournaments | 25 | - | 15 | 10 | 20 | 20 | 25 | 25 | 25 | 25 | 25 | 25 | 25 |
| Volleyball Tournaments | 25 | - | 15 | 10 | 20 | 20 | 25 | 25 | 25 | 25 | 25 | 25 | 25 |
| Wheeling Events | 20 | - | 2 | 2 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 |
| Chess/Other | 20 | - | 2 | 2 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 |
| Public Ball | 15 | - | 2 | 2 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| Baseball/Special Events | 10 | - | 8 | 7 | 8 | 8 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| Total | 20 | 42 | 87 | 100 | 114 | 120 | 127 | 127 | 127 | 127 | 127 | 127 | 127 |

| | Yr 1 | Yr 2 | Yr 3 | Yr 4 | Yr 5 | Yr 6 | Yr 7 | Yr 8 | Yr 9 | Yr 10 | Yr 11 | Yr 12 | Yr 13 |
|---|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Utilization Projections | | | | | | | | | | | | | |
| Multipurpose Turf Total Rentable Hours | 8,400 | 8,400 | 8,400 | 8,400 | 8,400 | 8,400 | 8,400 | 8,400 | 8,400 | 8,400 | 8,400 | 8,400 | 8,400 |
| Grass Field Total Rentable Hours | 16,800 | 16,800 | 16,800 | 16,800 | 16,800 | 16,800 | 16,800 | 16,800 | 16,800 | 16,800 | 16,800 | 16,800 | 16,800 |
| Diamond Sport Total Rentable Hours | 8,400 | 8,400 | 8,400 | 8,400 | 8,400 | 8,400 | 8,400 | 8,400 | 8,400 | 8,400 | 8,400 | 8,400 | 8,400 |
| Indoor Court Total Rentable Hours | - | - | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 |
| Multipurpose Turf Utilization | 45.0% | 47.0% | 50.0% | 50.0% | 50.0% | 50.0% | 50.0% | 50.0% | 50.0% | 50.0% | 50.0% | 50.0% | 50.0% |
| Grass Field Utilization | 40.0% | 42.0% | 45.0% | 45.0% | 45.0% | 45.0% | 45.0% | 45.0% | 45.0% | 45.0% | 45.0% | 45.0% | 45.0% |
| Diamond Sport Utilization | 50.0% | 52.0% | 55.0% | 55.0% | 55.0% | 55.0% | 55.0% | 55.0% | 55.0% | 55.0% | 55.0% | 55.0% | 55.0% |
| Indoor Court Utilization | - | - | 50.0% | 50.0% | 50.0% | 50.0% | 50.0% | 50.0% | 50.0% | 50.0% | 50.0% | 50.0% | 50.0% |
| Multipurpose Turf Total Rentable Hours | 3,780 | 3,960 | 4,200 | 4,200 | 4,200 | 4,200 | 4,200 | 4,200 | 4,200 | 4,200 | 4,200 | 4,200 | 4,200 |
| Grass Field Total Rentable Hours | 6,720 | 7,140 | 7,560 | 7,560 | 7,560 | 7,560 | 7,560 | 7,560 | 7,560 | 7,560 | 7,560 | 7,560 | 7,560 |
| Diamond Sport Total Rentable Hours | 4,200 | 4,410 | 4,620 | 4,620 | 4,620 | 4,620 | 4,620 | 4,620 | 4,620 | 4,620 | 4,620 | 4,620 | 4,620 |
| Indoor Court Total Rentable Hours | - | - | 7,500 | 7,500 | 7,500 | 7,500 | 7,500 | 7,500 | 7,500 | 7,500 | 7,500 | 7,500 | 7,500 |
| Average Attendance by Event Type | | | | | | | | | | | | | |
| Soccer Tournaments | 5,152 | 5,152 | 5,152 | 5,152 | 5,152 | 5,152 | 5,152 | 5,152 | 5,152 | 5,152 | 5,152 | 5,152 | 5,152 |
| Softball Tournaments | 2,376 | 2,376 | 2,376 | 2,376 | 2,376 | 2,376 | 2,376 | 2,376 | 2,376 | 2,376 | 2,376 | 2,376 | 2,376 |
| Baseball Tournaments | 2,376 | 2,376 | 2,376 | 2,376 | 2,376 | 2,376 | 2,376 | 2,376 | 2,376 | 2,376 | 2,376 | 2,376 | 2,376 |
| Archery Tournaments | 220 | 220 | 220 | 220 | 220 | 220 | 220 | 220 | 220 | 220 | 220 | 220 | 220 |
| Field Hockey Tournaments | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 |
| Baseball Tournaments | - | - | 1,754 | 1,754 | 1,754 | 1,754 | 1,754 | 1,754 | 1,754 | 1,754 | 1,754 | 1,754 | 1,754 |
| Volleyball Tournaments | - | - | 2,308 | 2,308 | 2,308 | 2,308 | 2,308 | 2,308 | 2,308 | 2,308 | 2,308 | 2,308 | 2,308 |
| Wheeling Events | - | - | 1,320 | 1,320 | 1,320 | 1,320 | 1,320 | 1,320 | 1,320 | 1,320 | 1,320 | 1,320 | 1,320 |
| Chess/Other | - | - | 1,960 | 1,960 | 1,960 | 1,960 | 1,960 | 1,960 | 1,960 | 1,960 | 1,960 | 1,960 | 1,960 |
| Public Ball | - | - | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 |
| Baseball/Special Events | - | - | 280 | 280 | 280 | 280 | 280 | 280 | 280 | 280 | 280 | 280 | 280 |
| Total Attendance by Event Type | | | | | | | | | | | | | |
| Daily Rentals | 226,000 | 233,100 | 240,700 | 244,700 | 245,700 | 245,700 | 245,700 | 245,700 | 245,700 | 245,700 | 245,700 | 245,700 | 245,700 |
| Soccer Tournaments | 30,912 | 30,964 | 31,216 | 31,268 | 31,270 | 31,270 | 31,270 | 31,270 | 31,270 | 31,270 | 31,270 | 31,270 | 31,270 |
| Softball Tournaments | 9,504 | 11,080 | 11,080 | 14,250 | 14,250 | 14,250 | 14,250 | 14,250 | 14,250 | 14,250 | 14,250 | 14,250 | 14,250 |
| Baseball Tournaments | 9,504 | 11,080 | 11,080 | 14,250 | 14,250 | 14,250 | 14,250 | 14,250 | 14,250 | 14,250 | 14,250 | 14,250 | 14,250 |
| Archery Tournaments | 220 | 220 | 220 | 220 | 220 | 220 | 220 | 220 | 220 | 220 | 220 | 220 | 220 |
| Field Hockey Tournaments | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 | 760 |
| Baseball Tournaments | - | - | 12,794 | 12,794 | 14,462 | 14,462 | 17,940 | 17,940 | 17,940 | 17,940 | 17,940 | 17,940 | 17,940 |
| Volleyball Tournaments | - | - | 13,040 | 13,040 | 14,462 | 14,462 | 17,940 | 17,940 | 17,940 | 17,940 | 17,940 | 17,940 | 17,940 |
| Wheeling Events | - | - | 1,320 | 1,320 | 1,320 | 1,320 | 1,320 | 1,320 | 1,320 | 1,320 | 1,320 | 1,320 | 1,320 |
| Chess/Other | - | - | 1,960 | 1,960 | 1,960 | 1,960 | 1,960 | 1,960 | 1,960 | 1,960 | 1,960 | 1,960 | 1,960 |
| Public Ball | - | - | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 |
| Baseball/Special Events | - | - | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 |
| Total | 271,420 | 286,300 | 295,080 | 304,130 | 304,130 | 304,130 | 304,130 | 304,130 | 304,130 | 304,130 | 304,130 | 304,130 | 304,130 |

Mr. Sheridan then reviewed the financial forecasts for the future which is based on present information using predicted budgeting.

Proforma

| | Yr 1 | Yr 2 | Yr 3 | Yr 4 | Yr 5 | Yr 6 | Yr 7 | Yr 8 | Yr 9 | Yr 10 | Yr 20 | Yr 30 |
|---------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Revenue (\$MM) | | | | | | | | | | | | |
| Rental Revenue | \$ 891 | \$ 865 | \$ 1,010 | \$ 1,757 | \$ 1,903 | \$ 2,085 | \$ 2,086 | \$ 2,150 | \$ 2,223 | \$ 2,289 | \$ 3,077 | \$ 4,135 |
| Net Concessions/Catering | \$ 37 | \$ 121 | \$ 174 | \$ 196 | \$ 223 | \$ 236 | \$ 250 | \$ 250 | \$ 262 | \$ 268 | \$ 342 | \$ 441 |
| Advertising & Sponsorship (net) | \$ 50 | \$ 52 | \$ 55 | \$ 57 | \$ 58 | \$ 59 | \$ 60 | \$ 61 | \$ 62 | \$ 63 | \$ 80 | \$ 113 |
| Other | \$ 21 | \$ 24 | \$ 25 | \$ 27 | \$ 28 | \$ 29 | \$ 30 | \$ 31 | \$ 32 | \$ 33 | \$ 105 | \$ 141 |
| Total | \$ 1,059 | \$ 1,062 | \$ 1,264 | \$ 2,037 | \$ 2,308 | \$ 2,369 | \$ 2,427 | \$ 2,540 | \$ 2,624 | \$ 2,791 | \$ 3,611 | \$ 4,830 |
| Expenses (\$MM) | | | | | | | | | | | | |
| Salaries, Wages & Benefits | \$ 671 | \$ 681 | \$ 1,130 | \$ 1,133 | \$ 1,167 | \$ 1,203 | \$ 1,238 | \$ 1,275 | \$ 1,313 | \$ 1,353 | \$ 1,818 | \$ 2,443 |
| General & Admin | \$ 50 | \$ 52 | \$ 73 | \$ 75 | \$ 76 | \$ 76 | \$ 80 | \$ 81 | \$ 83 | \$ 85 | \$ 108 | \$ 136 |
| Utilities | \$ 205 | \$ 206 | \$ 402 | \$ 459 | \$ 475 | \$ 482 | \$ 489 | \$ 496 | \$ 503 | \$ 511 | \$ 621 | \$ 721 |
| Sales & Marketing | \$ 32 | \$ 35 | \$ 37 | \$ 42 | \$ 46 | \$ 51 | \$ 54 | \$ 56 | \$ 58 | \$ 61 | \$ 100 | \$ 145 |
| Repairs & Maintenance | \$ 110 | \$ 113 | \$ 233 | \$ 235 | \$ 239 | \$ 243 | \$ 246 | \$ 250 | \$ 254 | \$ 259 | \$ 308 | \$ 374 |
| Insurance | \$ 18 | \$ 20 | \$ 26 | \$ 26 | \$ 32 | \$ 35 | \$ 36 | \$ 40 | \$ 42 | \$ 45 | \$ 81 | \$ 140 |
| Advertising & Other | \$ 25 | \$ 26 | \$ 42 | \$ 42 | \$ 43 | \$ 44 | \$ 45 | \$ 46 | \$ 47 | \$ 48 | \$ 59 | \$ 74 |
| Management Fee (% of Revenue) | \$ 35 | \$ 35 | \$ 151 | \$ 166 | \$ 181 | \$ 189 | \$ 198 | \$ 204 | \$ 210 | \$ 216 | \$ 289 | \$ 367 |
| Reserves | \$ 32 | \$ 35 | \$ 37 | \$ 42 | \$ 46 | \$ 51 | \$ 54 | \$ 56 | \$ 58 | \$ 61 | \$ 100 | \$ 145 |
| Total | \$ 1,229 | \$ 1,274 | \$ 2,198 | \$ 2,372 | \$ 2,399 | \$ 2,414 | \$ 2,483 | \$ 2,545 | \$ 2,611 | \$ 2,679 | \$ 3,479 | \$ 4,579 |
| Net Operating Income | \$ (174) | \$ (212) | \$ (934) | \$ (335) | \$ (91) | \$ (72) | \$ (25) | \$ (5) | \$ (14) | \$ (22) | \$ (122) | \$ (749) |

Source: Hunden Strategic Partners

Hunden projects that the Project will operate at a loss of \$164,000 in Year 1. When the indoor facility opens in Year 3, Hunden projects the Project will operate at a loss of \$307,000. Over time, sports complexes develop a consistent and stable tournament model, leading to increasing operating margins. The most revenue is expected to come from space rentals, followed by net concessions/catering revenues.

The expenses shown in blue reflect the expenses projected at the opening of the outdoor components of the Project. In Year 3, general and administrative expenses are projected to increase by \$20,000, utilities are projected to increase by \$250,000, repairs and maintenance are projected to increase by \$115,000 and advertising and other is expected to increase by \$15,000 (all expenses are adjusted for inflation).

Finally, Mr. Sheridan reviewed projected economic benefits of the proposed sports facility.

Room Nights

| | Yr 1 | Yr 2 | Yr 3 | Yr 4 | Yr 5 | Yr 6 | Yr 7 | Yr 8 | Yr 9 | Yr 10 | Yr 20 | Yr 30 |
|------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Total Room Nights Generated | | | | | | | | | | | | |
| Soccer Tournaments | 10,538 | 12,295 | 14,051 | 15,807 | 17,564 | 17,564 | 17,564 | 17,564 | 17,564 | 17,564 | 17,564 | 17,564 |
| Soccer Tournaments | 2,582 | 3,240 | 3,240 | 3,898 | 3,898 | 3,898 | 3,898 | 3,898 | 3,898 | 3,898 | 3,898 | 3,898 |
| Baseball Tournaments | 2,582 | 3,240 | 3,240 | 3,898 | 3,898 | 3,898 | 3,898 | 3,898 | 3,898 | 3,898 | 3,898 | 3,898 |
| Basketball Tournaments | - | - | 3,670 | 4,281 | 4,893 | 5,504 | 6,115 | 6,115 | 6,115 | 6,115 | 6,115 | 6,115 |
| Volleyball Tournaments | - | - | 3,074 | 4,637 | 5,299 | 5,962 | 6,624 | 6,624 | 6,624 | 6,624 | 6,624 | 6,624 |
| Wrestling Meets | - | - | 480 | 480 | 960 | 960 | 960 | 960 | 960 | 960 | 960 | 960 |
| CheerDance | - | - | 391 | 391 | 781 | 781 | 781 | 781 | 781 | 781 | 781 | 781 |
| Pickleball | - | - | 60 | 60 | 90 | 90 | 120 | 120 | 120 | 120 | 120 | 120 |
| Banquets/Special Events | - | - | 52 | 108 | 123 | 138 | 154 | 154 | 154 | 154 | 154 | 154 |
| Total | 15,722 | 18,775 | 28,198 | 33,540 | 37,496 | 38,775 | 40,095 | 40,095 | 40,095 | 40,095 | 40,095 | 40,095 |

Source: Hunden Strategic Partners

In Year 1, Hunden projects the Project to generate over 15,700 room nights. Once the indoor facility is opened in Year 3, Hunden projects the Project to generate nearly 29,200 room nights. Upon stabilization of the Project in Year 7, the Project is projected to generate over 40,000 annual room nights. Upon stabilization, the majority of room nights are projected to be generated by soccer tournaments, volleyball tournaments and basketball tournaments.

Direct, Indirect & Induced Net New Spending

As a result of the Project, the city will experience new visitors for tournaments and practices that would not have visited the market otherwise. These net new visitors will spend money in The Dalles, supporting the local economy. Hunden classifies spending in five categories: food & beverage, lodging, retail, transportation and other. Hunden projects direct net new spending will total \$943 million over 30 years. As this net new direct spending trickles through the The Dalles economy, it generates induced and indirect spending.

Combined total net new spending within The Dalles is expected to surpass \$1.5 billion over 30 years.

| Direct Net New Recaptured Spending to Wasco County (000s) - Sports Complex | | | | | | | | | | | | | |
|---|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|---------------------|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Year 20 | Year 30 | Total |
| Food & Beverage | \$ 2,573 | \$ 3,165 | \$ 5,192 | \$ 6,111 | \$ 7,028 | \$ 7,502 | \$ 8,004 | \$ 8,244 | \$ 8,493 | \$ 8,746 | \$ 11,754 | \$ 15,797 | \$ 307,065 |
| Lodging | \$ 629 | \$ 774 | \$ 1,239 | \$ 1,466 | \$ 1,686 | \$ 1,796 | \$ 1,915 | \$ 1,972 | \$ 2,032 | \$ 2,089 | \$ 2,812 | \$ 3,779 | \$ 73,520 |
| Retail | \$ 1,130 | \$ 1,390 | \$ 2,266 | \$ 2,683 | \$ 3,086 | \$ 3,294 | \$ 3,514 | \$ 3,620 | \$ 3,728 | \$ 3,840 | \$ 5,161 | \$ 6,936 | \$ 134,835 |
| Transportation | \$ 2,248 | \$ 2,765 | \$ 4,510 | \$ 5,339 | \$ 6,139 | \$ 6,553 | \$ 6,993 | \$ 7,262 | \$ 7,418 | \$ 7,541 | \$ 10,269 | \$ 13,800 | \$ 268,283 |
| Other | \$ 1,337 | \$ 1,645 | \$ 2,683 | \$ 3,175 | \$ 3,652 | \$ 3,896 | \$ 4,160 | \$ 4,284 | \$ 4,413 | \$ 4,545 | \$ 6,109 | \$ 8,209 | \$ 159,592 |
| Total | \$ 7,915 | \$ 9,739 | \$ 15,880 | \$ 18,775 | \$ 21,592 | \$ 23,046 | \$ 24,586 | \$ 25,325 | \$ 26,083 | \$ 26,865 | \$ 36,105 | \$ 48,522 | \$ 943,325 |
| Source: Hunden Strategic Partners | | | | | | | | | | | | | |
| Direct, Indirect & Induced Spending to Wasco County (000s) - Sports Complex | | | | | | | | | | | | | |
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Year 20 | Year 30 | Total |
| Direct | \$ 7,915 | \$ 9,739 | \$ 15,880 | \$ 18,775 | \$ 21,592 | \$ 23,046 | \$ 24,586 | \$ 25,325 | \$ 26,083 | \$ 26,865 | \$ 36,105 | \$ 48,522 | \$ 943,325 |
| Indirect | \$ 3,053 | \$ 3,795 | \$ 6,116 | \$ 7,240 | \$ 8,326 | \$ 8,887 | \$ 9,480 | \$ 9,765 | \$ 10,059 | \$ 10,359 | \$ 13,822 | \$ 18,710 | \$ 363,747 |
| Induced | \$ 1,723 | \$ 2,120 | \$ 3,454 | \$ 4,089 | \$ 4,702 | \$ 5,019 | \$ 5,354 | \$ 5,515 | \$ 5,680 | \$ 5,851 | \$ 7,863 | \$ 10,967 | \$ 205,432 |
| Total | \$ 12,691 | \$ 15,654 | \$ 25,450 | \$ 30,104 | \$ 34,619 | \$ 36,951 | \$ 39,420 | \$ 40,860 | \$ 41,821 | \$ 43,075 | \$ 57,890 | \$ 77,799 | \$ 1,512,504 |
| Source: Hunden Strategic Partners | | | | | | | | | | | | | |

Net New Earnings & Full-Time Equivalent Jobs

Jobs will be created onsite as well as offsite from the direct, indirect and induced spending. Over 30 years net new earnings within The Dalles is expected total nearly \$655 million, supporting an average of 383 new jobs over 30 years.

| Net New Earnings & FTE Jobs from Direct, Indirect & Induced Spending (000s) - Sports Complex | | | | | | | | | | | | | |
|--|-----------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Year 20 | Year 30 | Total |
| Net New Earnings | | | | | | | | | | | | | |
| From Direct | \$ 3,733 | \$ 4,591 | \$ 7,479 | \$ 8,854 | \$ 10,182 | \$ 10,868 | \$ 11,594 | \$ 11,942 | \$ 12,300 | \$ 12,669 | \$ 17,027 | \$ 22,882 | \$ 444,857 |
| From Indirect | \$ 1,052 | \$ 1,293 | \$ 2,104 | \$ 2,490 | \$ 2,864 | \$ 3,056 | \$ 3,260 | \$ 3,358 | \$ 3,459 | \$ 3,562 | \$ 4,788 | \$ 6,434 | \$ 125,094 |
| From Induced | \$ 717 | \$ 881 | \$ 1,435 | \$ 1,699 | \$ 1,954 | \$ 2,086 | \$ 2,225 | \$ 2,292 | \$ 2,360 | \$ 2,431 | \$ 3,267 | \$ 4,391 | \$ 85,367 |
| Total | \$ 5,501 | \$ 6,766 | \$ 11,018 | \$ 13,043 | \$ 15,000 | \$ 16,010 | \$ 17,079 | \$ 17,592 | \$ 18,119 | \$ 18,663 | \$ 25,082 | \$ 33,707 | \$ 655,318 |
| Net New FTE Jobs | | | | | | | | | | | | | Average |
| From Direct | 96 | 115 | 181 | 208 | 233 | 241 | 250 | 250 | 250 | 250 | 250 | 250 | 236 |
| From Indirect | 39 | 46 | 73 | 84 | 94 | 97 | 101 | 101 | 101 | 101 | 101 | 101 | 95 |
| From Induced | 21 | 26 | 41 | 47 | 52 | 54 | 56 | 56 | 56 | 56 | 56 | 56 | 53 |
| Total | 156 | 187 | 295 | 339 | 379 | 392 | 407 | 407 | 407 | 407 | 407 | 407 | 383 |
| Source: Hunden Strategic Partners | | | | | | | | | | | | | |

Summary of Impacts

Over 30 years the Project is expected to generate more than \$1.5 billion in net new spending, \$655 million in net new earnings and 407 net new full-time equivalent jobs.

Over 30 years, the City of The Dalles will experience an additional \$5.9 million in income tax and hotel accommodations tax.

| 30-Yr. Summary of Impacts - Sports Complex | |
|--|------------|
| Net New Spending | (millions) |
| Direct | \$943 |
| Indirect | \$364 |
| Induced | \$205 |
| Total | \$1,513 |
| Net New Earnings | (millions) |
| From Direct | \$445 |
| From Indirect | \$125 |
| From Induced | \$85 |
| Total | \$655 |
| Net New FTE Jobs | Actual |
| From Direct | 250 |
| From Indirect | 101 |
| From Induced | 56 |
| Total | 407 |
| Capturable City Taxes | (millions) |
| Transient Room Tax - City (8.0%) | \$5.9 |
| Total | \$5.9 |
| Capturable Local Total | \$5.9 |
| Source: Hunden Strategic Partners | |

Mr. Stone noted that they are still working with the school districts and will be looking at the potential use for them which is an important piece. Once those meetings have concluded, the report will be finalized.

Commissioner Brady said he is happy to hear that the districts are engaged. He asked how many regional sports facilities are publicly owned and how many are privately owned. Mr. Sheridan replied it is a mix but about 80% are publicly owned. He said that the Podium in Spokane is the most competitive and compelling facility in the area and is owned by the Spokane Public Facilities District. He said it is a small to mid-sized flexible venue and is used primarily for ticketed events, such as concerts, which supports the sports activities. Although publicly owned, it is operated by a private company. It is an indoor facility.

Vice-Chair Hege asked what the size of the pink areas on the map represent. Mr. Sheridan answered that it depicts the volume of visitors traveling to and from those facilities – it is very general. The focus is on understanding the tracking data on the slides that follow. The program they use can geo-fence the locations on a map and set a timeline for visitation – they used the 2022 calendar year. Then distance buckets are set – numbers of people traveling to the venue delineated by distance segments.

Commissioner Brady inquired about the financing and funding options for construction and operation. Mr. Sheridan responded that a lot of what they see across the country is an increase in lodging or sales taxes with lodging taxes being the more popular since it taxes those coming in to use the facility. He said there are other options such as financing and grant funding.

Commissioner Brady asked if we would bond for initial construction. Mr. Stone replied that as a government entity we could do that but ideally we would be utilizing lease income derived from the old sports field and also the Enterprise Zone and Strategic Investment Programs.

Vice-Chair Hege asked to confirm that the projections do not include debt payment or capital investment. Mr. Sheridan concurred.

Vice-Chair Hege pointed out that like any new business there are initial losses. He asked how many of the facilities operate without subsidies. Mr. Sheridan pointed out that for facilities that do not do a feasibility study, such as this, there are greater losses. He said they are conservative with their estimates as they do not want to overbuild a project – the goal is to have the facility break even or see a slight profit between five and ten years after construction. The projects are for improving the quality of life and providing a tourism asset.

Commissioner Brady asked if the culture of the community supports the success of the project or will we need to build from scratch. Mr. Sheridan replied that it is important to speak to folks in the local market so we do not have a facility that sits empty 4 days a week. From the indoor perspective there are not a lot of existing opportunities and so people are sharing limited resources. Commissioner Brady commented that our Hispanic community would like an indoor soccer facility.

Commissioner Brady asked if there is add-on tourism not related to sports – do they come for the sports and then stay for other tourism assets? Mr. Sheridan responded that it does happen; they account for that in their projections. He said sports tourism is a great way to introduce people to what else is available.

Vice-Chair Hege noted that we do not have a design for this facility but it would likely cost tens of millions to build. He asked if Mr. Sheridan has a price range for construction. Mr. Sheridan said that is not an aspect of what they do but he agreed that it would be in the tens of millions. Vice-Chair Hege said he just wants people to understand that this is a significant capital investment that will provide opportunity for our youth and our economy.

Commissioner Brady said that the premise is that the recently acquired 154 acres would be a viable site for the sports complex. He stated that 6 years ago he was on the committee looking for a place to build a new high school. Three poor choices were identified. Three years ago he served on a committee to locate a

site for a new hospital with similar results unless Kramer field could become available. He said his point is that the City of The Dalles does not have space available for large facilities which is what makes the 154 acres ideal for the proposed sports facility.

Vice-Chair Hege said that he assumes when the report is finalized it will be made publicly available. Mr. Stone suggested that it be brought to a future work session to be reviewed in detail. Vice-Chair Hege said it would be good to go through it in more detail at a public meeting. He said he will also want to know how we are going to get there and what the next steps are. He suggested that the City should be involved and we should be doing this as a community. If we develop this, it needs to be used at a high rate; the schools are an important part of that. There is a lot of work to be done toward a collaboration. It is a huge project and a great opportunity.

City Councilor Dan Richardson agreed that this is a big and exciting project and he appreciates the big thinking. He said he would encourage the County to reach out to the community to stress test this idea so that as it moves forward so there is community buy-in. He said that will also be an opportunity to answer the hard questions such as the pressure new jobs will place on the housing market. Chair Kramer said he would suggest that the City and County partner on the outreach efforts. Mr. Sheridan commented that the projected average salary for new jobs is \$35,000 - \$45,000.

Mr. Stone said there is a tendency for people to jump to the end of the project but we are just at the starting line with a tremendous amount of work ahead. We will need to get community feedback and hold stakeholders meetings. This is the feasibility study; we will need to go out for feedback and work with community partners. He said he will not recommend moving forward without the community partners. We need to be patient.

PUBLIC HEALTH UPDATES

Commissioner Brady reported that he has been meeting with North Central Public Health District (NCPHD) Executive Director Shellie Campbell. There were a lot of practical issues and we have answered most of those. Some of the issues came back to financial questions which have largely been answered by Finance Director Mike Middleton. The NCPHD Board will be bringing this to their meeting this month. He said his question is, are we comfortable with the

direction we are headed.

Chair Kramer observed that the County is moving forward with a new facility that has a lot of moving parts. We need to be able to factor Public Health into that decision. He said his opinion is that Public Health should be a County department and not a District. He said it is an important part of the community for which he advocates in his role at AOC. He said we have a lot to consider including the departure of Gilliam County from the District. With their departure it makes even more sense that it be a department. He said he appreciates the work being done on this; we need an answer.

Vice-Chair Hege asked the status of the GOHBI bldg. Mr. Stone said we just signed amendment to our purchase agreement to extend closing to allow us to wrap up the environmental study; as soon as we clear that hurdle, we will be able to close. It is highly likely that we will close on the purchase; the only remaining issue is the roof.

Vice-Chair Hege said, in terms of Public Health, his general thought is they separated for a specific reason before he was here. He asked if they want to come back to the County. He said if it were up to him, he likes that they are independent in the same way that mental health is separate; these are complex services. Ultimately, we are responsible for these services in any case. He said he is somewhat ambivalent as there are challenges either way. He said he likes the idea of working regionally. He suggested that what would make more sense is to provide services regionally with Hood River.

Commissioner Brady agreed that there are advantages either way. The question to ask is not what does Wasco County do for Public Health but what would Public Health do for Wasco County. They would join our Management team. He pointed out there is also an aspect of this decision that involves Sherman County.

Ms. Campbell said they have had conversations with County staff plus questions for their board, staff and community. They will be discussing this at their board meeting next week and will have their counsel there to help get some answers as far as statutory obligations. This has involved legal from Sherman, Wasco and OHA; there would still need to be an IGA with Sherman County. She explained there would also need to be an administrator position for Sherman County to oversee, the financial reporting of pass through dollars - how they are used and reported. She said they also would want to know that Sherman County's concerns

are heard. She noted that some conversations have generated more questions. Over the next couple of months those conversations will continue.

Vice-Chair Hege asked if there are counties in Oregon contracting with another county for services. Ms. Campbell replied that there are - Josephine County contracts out services to community based organizations; 2 counties are overseen by the State which in turn contracts out for services. Gilliam County now contracts out some of their services to other counties such as environmental health inspections.

Chair Kramer said he sees this as an opportunity. There are 33 counties in the state that do their own Public Health. We will work through this and get it figured out. We will provide the best Public Health that we can and continue to be the front runner as we are in many areas. Conversations will continue. He said he appreciates all the work.

Chair Kramer adjourned the meeting at 10:38 a.m.

Summary of Actions

MOTIONS

- **To approve Amendment 3 to OHA Grant Agreement 162432 for the Alcohol and Drug Prevention and Education Program.**
- **To approve Order 23-049 appointing Marla McNary to the Fort Dalles Museum Commission.**

Wasco County
Board of Commissioners

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



WASCO COUNTY BOARD OF COMMISSIONERS

DUFUR TOWN HALL

AUGUST 8, 2023

This meeting was held in person and on Zoom

<https://us02web.zoom.us/j/82604122515?pwd=akJ6dGdoS0pTck9XZHB0YjhJUUwzQT09>

PRESENT: Steve Kramer, Chair
Scott Hege, Vice-Chair
Phil Brady, County Commissioner

STAFF: Kathy Clark, Executive Assistant
Tyler Stone, Administrative Officer
Ali Postlewait, Administrative Services Director
Molly Rogers, Youth Services Director

Chair Kramer opened the Town Hall at 6:05 p.m. with introductions from the Board and County Staff. Each Commissioner made a brief opening statement outlining their work and areas of interest.

Chair Kramer listed some of the committees/boards on which he serves such as AOC's Health & Human Services, Governance, Revenue & Veterans, Natural Resources, Transportation & Community Development, and Public Safety. He said he has worked and continues to work on mental health and public health issues including agreements with OHA and the 1115 Waiver which would allow us to keep folks at NORCOR on their insurance. He said he has been involved with the Wasco County Forest Collaborative since its inception 8 years ago; they have worked on 7 projects, treating over 30,000 acres. He reported that he recently had the opportunity to meet with the Secretary of Agriculture and Governor

Kotek on 12-member panel from Oregon and Washington to talk about rural economic development and the Forest Collaborative. He announced that he will be touring projects in the county with Representative Cliff Bentz tomorrow.

Commissioner Brady said that through his work on various committees/boards he has been amazed at the legions of people doing the work in our communities. One of the boards on which he serves is for the Housing Authority which gets state and federal funding. One project in Hood River has been funded for 90 units. They are also working on a project in The Dalles at the old West Gate Market site; that project is not yet funded. They do have congressional directed spending to complete the planning phase of that project.

Commissioner Brady went on to say that Mid-Columbia Community Action Council has created temporary housing for those who are homeless. Those newly homeless are placed in the old Oregon Motor Hotel to help bridge the gap; it is intended for 6-month housing. That 90-unit site is being renovated with some of the units designed just for families. People housed there are under supervision to keep it safe. He reported that the Community Renewable Energy Association is looking for ways for communities to develop renewable energy. It's coming and as citizens we can choose how to direct it. He said Public Health is currently deciding if they should remain a district or come back to the County as a department. It has been a respectful process but it is moving slowly. In any case, the 22 different services being provided would continue.

Vice-Chair Hege said jobs is his focus. Wasco County is challenged by the lack of space to develop. The Dalles serves as the industrial business center of the county with necessary infrastructure to support growth. Dufur will decide for themselves what direction they want to take in regard to growth of business. In The Dalles, the Urban Growth Boundary is restricted by the Scenic Area Management Plan. Those requirements are exponentially more difficult to deal with. The original plan had some leeway for growth; but the plan has recently been updated with tougher constraints. All of the urban areas in the Scenic Area have to share 50 acres of potential expansion. He said he is working very hard to highlight how unreasonable that restriction is. The County appoints a Gorge Commissioner and just recently appointed a new commissioner who is a new resident of Wasco County and an attorney with land use experience. We are hopeful she can help us make progress.

Vice-Chair Hege said he would be interested to know what Dufur wants. It is currently an agricultural hub and housing provider. He said he knows there are some plans for expansion. Even if you are a city resident, you still access county services – if you have comments in that regard, the Board wants to hear from you. He asked if there is there a houseless problem in Dufur. Mayor Merle Keys replied not yet.

Vice-Chair Hege stated that he focuses a lot on federal policy issues as they relate to forest management. When there was timber harvesting, counties benefited from that in a 25% share of the receipts. In the mid-eighties, when it was robust, we received 2.5 million per year; some of that went to the schools but the most of it went to roads. Now it is \$50,000 to \$100,000. Our road department shrunk by half in staff and more than that in resources. It is a huge issue for which he continues to advocate. It is not unreasonable to have more forest management that would mitigate fire risk and produce revenue. Our forests have become incredibly overgrown – it is a tinderbox. He said he goes to Washington, D.C.

once or twice a year to work with federal legislators to address this issue. With 53% of Oregon federally owned, it is significant, especially considering they do not pay taxes except in certain instances.

Chair Kramer said there is a percentage of stumpage that goes into retained receipts for future projects. The Collaborative is having their first sale. Thankfully the Boulder fire was put out quickly as it bordered the timber sale. However, Oregon Wild is taking them to court to stop the sale. The Collaborative has consensus with BARK who is the environmental representative. The sale represents 15 million board feet.

Mayor Keys asked why Oregon Wild does not want it harvested. Chair Kramer responded they would rather see it burn than on a log truck. There are some environmental organizations that are modifying that policy. The Collaborative does not harvest old growth so that when a fire comes through, those trees can be saved. There are 25 active forest collaboratives across the state.

Mayor Keys asked what stumpage is. Chair Kramer explained that is what you have left once you have logged and the stump is left behind.

Dufur Councilmember Steve Podvent said in Dufur water storage is inadequate to meet the need. The City has to restrict water use for the citizens so there is enough to fight a fire in town. Chair Kramer asked if the City is working with MCEDD. Mayor Keys answered they are working with them for grant money. It will be a couple of million dollars to build a new reservoir. Vice-Chair Hege asked if they have a project scoped. Mayor Keys said they paid to have that drawn up. They have shovel ready projects waiting to be funded.

Mr. Stone asked if the County had just given Dufur some property for the projects. Citizen Mike Glove confirmed saying that was to provide the required buffer; the County retained the mineral rights.

Chair Kramer asked the square footage needed for the reservoir. Mayor Keys said they need a 780,000 gallon reservoir. They have one that holds 400,000 gallons; there is a second one that is slowly failing. Mr. Podvent explained that they put a new roof on the one in town and need to build one on the outskirts of town.

Vice-Chair Hege asked if water or sewer is more critical. Mayor Keys replied that sewer is more critical as they can no longer drain into the creek. They are in talks to purchase property to help them move forward and are ready to break ground as soon as they can acquire the property. He said next will be water; they need to be able to store enough water to fight fires when it is dry.

WASCO COUNTY BOARD OF COMMISSIONERS

DUFUR TOWN HALL

AUGUST 8, 2023

PAGE 4

Councilmember Barbara McKenzie added that they also need another well.

Chair Kramer asked if they could you put together a memo by tomorrow at 9 a.m.

He said he could pass that along to Congressman Bentz who is the chairman of the subcommittee on water resources.

Councilmember McKenzie said she thought the 15-Mile underground water project was just pie in the sky. Chair Kramer explained it is a pilot project but it is in operation. Everyone involved cannot wait for it to go big. When completed, they will be able to take the spring runoff and charge the aquafer. When there is low flow or hot flow, the stream can be cooled and irrigation can occur from the aquafer.

Councilmember McKenzie asked there is a metering system. Chair Kramer confirmed, saying data will be collected.

Commissioner Brady asked if they have made progress with the filtration process. Chair Kramer said he will find out. Dufur citizen Tom Peters said he has heard that they resolved those issues.

Mr. Glove noted on Bakeoven the solar panels are not up; he asked if the Board knows anything about the farm? Commissioner Brady replied he talked to the manager; they are waiting on solar panels which are embargoed in San Diego. The government suspects the panels were built with slave labor so they have placed an embargo. Vice-Chair Hege added that the Chinese company has to provide documentation to prove employment; they have not been able to do so. It has been 9 months at least.

Councilman Podvent said he went by a solar farm and the panels were dirty which inhibits their production of power. He asked how the panels are maintained. Vice-Chair Hege replied that they are designed for limited maintenance; a lot have a system to melt snow. Mr. Peters added that once a year they hose them down under pressure. Vice-Chair Hege said it is to their advantage to make them productive as it impacts their revenue. Commissioner Brady reported there are some nuclear power facilities being constructed – one in Idaho now. They used to be too big, too expensive and too unique. They have standardized them and downsized them and they will be coming back.

Mr. Glove commented that Shaniko and Antelope seem to be more part of Jefferson County than Wasco County. They feel like they do not get services from the County. Chair Kramer said the County does pay attention and is dealing with the hard issues there. They have to reach out to us as well. Commissioner Brady observed that Shaniko has finance issues because they have not been managing their finances well.

Vice-Chair Hege pointed out that we have to take care of the whole county and move resources to the areas of greatest density. The County does hear the complaints. We have people assigned for the roads in that area – that is a big part of what we do. If you live in the remote areas, it is a challenge to go to the county seat and we have worked hard to make services available remotely. People can attend meetings virtually and a lot of what you used to have to drive for, you can do online. We cannot locate a satellite office in Antelope; however, our current sheriff wants to have a south county resident deputy.

Mr. Stone added that all of the residents in South County receive the same services as the north. Shaniko and Antelope are both incorporated cities, they have to take care of much of the services themselves. Commissioner Brady said one of the advantages of being a city is that the state will recognize you. Pine Hollow has a thousand or more people and they are not recognized.

Vice-Chair Hege observed that the local school district has a good track record of getting support from the community. He asked what they would tell The Dalles District. Mr. Peters replied that if you don't have the parents involved, you will not get buy in. It is the center of the Dufur community. Mayor Keys added that 60% of Dufur's population is families with children. Everybody loves sports and that is the big draw.

Commissioner Brady said in Dufur there seems to be a series of bonds rather than one big bond. Mayor Keys agreed that The Dalles has a huge investment to make and it is hard to get that all at once from the citizens. Chair Kramer added that they have also had a lot of generous donations to Dufur scholarship program.

Chair Kramer closed the Town Hall at 7:15 p.m. saying our phones are always on and doors are always open – we cannot help if we do not know.

Wasco County
Board of Commissioners

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

WASCO COUNTY BOARD OF COMMISSIONERS
DUFUR TOWN HALL
AUGUST 8, 2023
PAGE 6

Philip L. Brady, County Commissioner



MEMORANDUM

SUBJECT: DLCD Grant Agreement

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: AUGUST 30, 2023

BACKGROUND INFORMATION:

The Department of Land Conservation and Development has offered to Wasco County a grant in the amount of \$100,000 for the 2023-2025 biennium to support the Planning Department's processing of land use applications in the National Scenic Area. The Grant Agreement was due back to the State prior to September 6th. Therefore, with legal review and the consent of the Administrative Officer and Board Chair, the agreement was signed and returned to the State. It appears on today's Consent Agenda to be ratified by the Board and placed in the public record.



Oregon

Tina Kotek, Governor

Department of Land Conservation and Development

635 Capitol Street NE, Suite 150

Salem, Oregon 97301-2540

Phone: 503-373-0050

Fax: 503-378-5518

www.oregon.gov/LCD

August 3, 2023

Kelly Howsley Glover, Planning Director
Wasco County
2705 East Second Street
The Dalles, Oregon 97058

SENT VIA E-MAIL



**RE: Columbia River Gorge National Scenic Area 2023-2025 Planning Grant Offer
(Grant No. GORGE-25-003)**

Dear Kelly:

The Department of Land Conservation and Development (DLCD) is pleased to offer Wasco County a 2023-2025 grant in the amount of \$100,000 for Gorge Scenic Area planning assistance. The agreement is attached. Please read it carefully.

You will find the entire grant agreement in an attached PDF file. Please complete and sign the agreement on page 7, and scan and return pages 1 through 7 of the signed agreement via e-mail to DLCD.GFGrant@dlcd.oregon.gov. Alternatively, the signed agreement can be mailed to the address in the letterhead. **Please return the signed agreement by September 5, 2023.**

Upon receipt of the signed agreement, I will sign for DLCD and return a complete, executed agreement to you via e-mail. The attached grant agreement is not in effect until signed by Wasco County and DLCD. Funds will be sent to you in accordance with the payment schedule in the agreement. **Please note that we can reimburse only eligible costs incurred after all parties have signed and before the termination date of this agreement.**

If you have questions about the agreement, please contact Angie Brewer, the grant manager, at 541-306-8530 or angie.brewer@dlcd.oregon.gov or me at 503-856-6935 or gordon.howard@dlcd.oregon.gov.

Best Wishes,

Gordon Howard
Community Services Division Manager

cc: Krystyna U. Wolniakowski, Gorge Commission Executive Director
Angie Brewer, DLCD Regional Representative

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



2023-2025 GORGE GRANT

| AGREEMENT COVER SHEET | |
|--|--|
| This cover sheet is informational and not a part of the agreement | |
| Offer Date: August 3, 2023 | |
| Grantee Wasco County 2705 East Second Street The Dalles, Oregon 97058 | Grant No. GORGE-25-003 |
| Project Title: Columbia River Gorge National Scenic Area Planning Assistance | |
| Grantee Representative Kelly Howsley Glover, Planning Director 541-506-2560 kellyg@co.wasco.or.us | DLCD Grant Manager Angie Brewer, Central Ore. Regional Rep. Phone: 541-306-8530 angie.brewer@dlcd.oregon.gov |
| GRANT AMOUNT: \$100,000 | PROJECT END DATE: May 31, 2025 |
| Last day to amend agreement: March 1, 2025 | |

Signature

Grantee shall return a signed agreement to DLCD by e-mail within thirty (30) days of the Offer Date. If not signed and returned and without modification by Grantee within thirty (30) days of receipt, the DLCD Grant Program Manager may terminate the grant award. Upon receipt of the signed Agreement the DLCD Grant Program Manager shall sign and return a digital copy of the signed document via e-mail.

Grantee will provide all draft and final Products, including memos, reports, and maps produced by this grant agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
2023-2025 GORGE GRANT
AGREEMENT

DLCD Grant Number: GORGE-25-003

Wasco County

This agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Land Conservation and Development, hereinafter referred to as “DLCD,” and **Wasco County**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained (“Effective Date”). Grant Funds under this Agreement are available for eligible costs as defined in Sections 4 and 6 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or the Project End Date provided in Attachment A. DLCD’s obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Project End Date.

2. **Agreement Documents.** The Agreement consists of this agreement (without any attachments) and the following Attachments, all of which are attached hereto and incorporated by reference:

Attachment A: **Project Description and Budget**

Attachment B: **DLCD Contact Names and Addresses**

Attachment C: **Request for Product Reimbursement Form and Instructions**

Attachment D: **Grant Expenditures Report**

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 Attachments; attachments as listed, in descending order of precedence.

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$100,000**. Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.

4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.

5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Grant Manager and Grants Administrative Specialist in writing by personal delivery, e-mailing, or

mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hereof.

- a. **Progress Reports.** Grantee will submit a written status report at the request of the DLCD Grant Manager or as required in the Project Requirements in Attachment A.
- b. **Financial Reimbursement Reports.** In order to receive reimbursement, Grantee must submit to DLCD requests for reimbursement that include Product(s) as provided in Attachment A on the form provided in Attachment C. Grantee shall submit a closeout report to DLCD within 30 days after the termination of the Agreement or the Project End Date, whichever is earlier. Reimbursements for products will be reduced or withheld if Progress or Closeout Reports have not been timely submitted or are incomplete.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** DLCD will disburse the Grant Funds as reimbursement for eligible costs incurred to produce Products in carrying out the Project, up to the amount provided in Section 3. Reimbursements will be made by DLCD within 30 days of DLCD's approval of a request for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Grantee, during the period specified in Section 1, in performance of the Project and that are not excluded from reimbursement by DLCD, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** DLCD's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. DLCD has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Grantee is in compliance with the terms of this Agreement.
 - iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Grantee has provided to DLCD a request for reimbursement in accordance with Section 5.b hereof. Grantee must submit its final request for reimbursement no later than 30 days after the earlier of termination of this Agreement or the Project End Date. Grantee will not disburse Grant Funds in response to reimbursement requests submitted after that date.

7. Representations and Warranties of Grantee. Grantee represents and warrants to DLCD as follows:

- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee 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 Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee 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 Grantee's organizational documents, (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 Grantee is a party or by which Grantee 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 Grantee of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, e-mailing, or mailing the same by registered or certified mail, postage prepaid, to the Grantee's Grant Representative or DLCD's Grant Manager, as the case may be, at the address or number set forth in Attachment B, or to such other addresses or numbers as either party may indicate pursuant to this section. Any notice delivered by e-mail shall be effective on the day the party receives the transmission if the transmission was during normal business hours of the receiving party, or on the next business day if transmission was outside normal business hours of the receiving party. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by mail shall be effective three days after deposit in the mail.
9. **Amendments.** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties (or in the case of a waiver, by the party against whom the waiver is sought to be enforced). If the Grantee wishes to amend the Agreement, the Grantee must submit a written request, including a justification for any amendment, to the DLCD Grant Manager at least 90 calendar days before the Project End Date.
10. **Default.** Reimbursements to Grantee may be withheld or reduced if DLCD determines that Project performance under this Agreement is unsatisfactory, or if one or more terms or conditions of this Agreement have not been met. The amount of Grant Funds withheld will be based on the best professional judgment of the DLCD Grant Manager and Grant Program Manager.
11. **Ownership of Product(s).**
- a. **Definitions.** As used in this Section 11 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- i. **"Grantee Intellectual Property"** means any intellectual property owned by Grantee and developed independently from the Project.
- ii. **"Third Party Intellectual Property"** means any intellectual property owned by parties other than DLCD or Grantee.

iii. **“Product(s)”** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DLCD or create pursuant to the Project, including but not limited to any Product(s) described in Attachment A.

- b. **Non-Exclusive License.** Grantee hereby grants to DLCD, under Grantee Intellectual Property and under intellectual property created by Grantee pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD’s behalf. If a Product(s) created by Grantee pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on DLCD’s behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD’s behalf. If a Product(s) is Third Party Intellectual Property, Grantee shall secure on DLCD’s behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCD’s behalf.

12. Indemnity.

- a. **GENERAL INDEMNITY.** SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.
- b. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 12.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF

OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

13. **Recovery of Grant Moneys.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or the Project End Date must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than fifteen (15) days after DLCD's written demand. Grantee shall return all Unexpended Funds to DLCD within fifteen (15) days after the earlier of termination of this Agreement or the Project End Date.

14. **Termination:**

a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Agreement:

- i. **For its convenience** upon thirty (30) days' prior written notice by DLCD to Grantee;
- ii. **Immediately upon written notice** if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
- iii. **Immediately upon written notice** if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:

- i. **Grantee is in default** because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.

c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure

within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or


- d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

15. **Accounting and Fiscal Records:** Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.
16. **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 DLCD (or any other agency or department of the State of Oregon) and Grantee 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.
17. **Audit.** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of DLCD shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCD.
18. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
19. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCD or on its behalf and the making of the Grant.
20. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCD. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
21. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

22. **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
23. **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.
24. By signing this Agreement the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

Grantee: Wasco County

Grant No. GORGE-25-003

| | | |
|---|---|---------------|
| Print Name of Authorized Official For the Grantee Steven D. Kramer | Title Commission Chair | Date 8.9.2023 |
| Signature of Authorized Official For the Grantee  | | |
| Print Name of DLCD Grant Program Manager Gordon Howard | Title Community Services Division Manager | Date |
| Signature of DLCD Grant Program Manager | | |

Attachment A
PROJECT DESCRIPTION AND BUDGET

PROJECT PURPOSE

The purpose of this grant award through this Agreement is to support the work of Grantee to accomplish and carry out planning work associated with implementing the Columbia River Gorge National Scenic Area Act through reimbursement of certain expenditures as specified in this Agreement.

PROJECT REQUIREMENTS

Grantee agrees to carry out the Project and submit Products in accordance with the requirements in this section.

1. Grantee will produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.
2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description.
3. Grantee will provide all letters, memos, reports, charts, products, and maps produced by this grant agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.
4. DLCD will provide no more than one interim reimbursement before May 31, 2025 (the “Project End Date”) and a final reimbursement. Reimbursements will be made only upon submittal of reports in accordance with the terms of this agreement and Attachment C. The reports must describe the progress to date. Other written or verbal progress reports will be provided upon reasonable request by the DLCD Grant Manager.

PRODUCTS AND BUDGET

1. Reimbursement of expenditures under this Agreement is limited to expenditures incurred by Grantee in performing the following planning work associated with implementing the Columbia River Gorge National Scenic Area Act:
 - A. Zoning code administration including, but not limited to, adoption of code and amendment(s) or repeal of existing code
 - B. Code enforcement
 - C. Coordination with the Columbia River Gorge Commission
 - D. Public education efforts

2. The products produced for reimbursement under this Agreement include:
 - A. One or more Grant Expenditures Reports, using the format provided in Attachment D, that identifies the reimbursable planning work performed during the period for which reimbursement is requested
 - B. One or more “Work Element Completed and Projects Produced Reports,” using the format provided in Attachment E, which describes the final the work performed, by category, during the reimbursement period
 - C. A summary table of Land Use Reviews, using the format provided in Attachment F, for land use applications and enforcement actions worked on during the reporting period.
3. To obtain reimbursement, Grantee must submit to DLCD a request for reimbursement. Two requests for reimbursement are scheduled under this Agreement. To request reimbursement, Grantee must submit the following in electronic format to the Grants Administrative Specialist to the e-mail address specified in Attachment B:
 - a. A completed grant reimbursement request provided in Attachment C
 - b. Reports, with supporting documents as necessary, describing the current and long-range planning activities undertaken by Grantee relating to the Columbia River Gorge National Scenic Area as described in Section 3 above.
4. Reimbursements shall be provided in two installments according to the following schedule:

Interim Reimbursement: Reimbursement of up to \$50,000, on or after **June 30, 2024**, upon submittal of the required product(s) in Section 3 and a signed Attachment C, DLCD Request for Reimbursement Form, acceptable to DLCD, submitted in electronic format to the Grants Administrative Specialist at the e-mail address in Attachment B, DLCD Contact Information.

Final Reimbursement: Reimbursement of up to \$50,000 or the total of unexpended funds, whichever is greater upon submittal of the required product(s) in Section 3 and a signed Attachment C, DLCD Request for Reimbursement Form, acceptable to DLCD, submitted in electronic format to the Grants Administrative Specialist at the e-mail address in Attachment B, DLCD Contact Information **no later than May 31, 2025**.

**DLCD Grants
Contact Information for Wasco County
Grant GORGE-25-003**

For questions regarding the scope of work of your grant, please contact:

Grant Manager:

Angie Brewer
Central Oregon Regional Solutions Center
1011 SW Emkay Dr., Suite 108
Bend, Oregon 97702

Mobile: 541-306-8530

E-mail: angie.brewer@dlcd.oregon.gov

Grant Program Manager:

Gordon Howard
DLCD Salem Office
635 Capitol Street NE, Suite 150
Salem, Oregon 97301-2540

Mobile: 503-856-6935

E-mail: gordon.howard@dlcd.oregon.gov

For questions regarding the agreement, submittal of products, and reimbursements, please contact:

Grants Administrative Specialist:

Angela Williamson
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, Oregon 97301-2540

Phone: 971-239-2901

E-mail: DLCD.GFGrant@dlcd.oregon.gov

**Department of Land Conservation and Development (DLCD)
2023-2025 Request for Interim Reimbursement / Final Closeout**

| | | | | | |
|--|--|---|---|---|--|
| Grantee Name Wasco County | | Grant No. assigned by DLCD GORGE-25-003 | | Final Reimbursement Yes No | |
| Grant Agreement Start Date From: Execution | | Grant Agreement Close Date To: May 31, 2025 | | Period covered by this Reimbursement From: | |
| Period covered by this Reimbursement To: | | | | | |
| DLCD Grant Expenditures | | DLCD Grant Expenditures | | DLCD Grant Expenditures | |
| | | | | | |
| Transactions | | Previously Reported | | This Reimbursement | |
| | | | | Cumulative | |
| 1. Salaries and Benefits | | | | | |
| 2. Supplies and services | | | | | |
| 3. Contracts (see instructions) | | | | | |
| 4. Other (provide list & explain) | | | | | |
| 5. Total (add lines 1–4) | | | | | |
| Local Contributions (if applicable) | | | | | |
| 6. Salaries and Benefits | | | | | |
| 7. Supplies and services | | | | | |
| 8. Contracts | | | | | |
| 9. Other | | | | | |
| 10. Total (add lines 6–9) | | | | | |
| 11. Payment requested (from line 5) | | DO NOT WRITE IN THIS SPACE | | DO NOT WRITE IN THIS SPACE | |
| 12. <u>Certification:</u> I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for six years after the final reimbursement. | | | | | |
| 13. Typed or Printed Name and Title | | | 14. Address where reimbursement is to be sent | | |
| 15. Signature of Authorized Certifying Official | | | 16. Date Reimbursement Submitted | | |

Do Not Write Below This Line

FOR DLCD USE ONLY

Do Not Write Below This Line

| | | | |
|---|-----------------|-----------------|---------------|
| DLCD CERTIFICATION | | | |
| I certify as a representative of the Department of Land Conservation and Development (DLCD), that the Grantee: | | | |
| _____ Has met the terms and conditions of the grant and that payment in the amount of \$ _____ should be issued | | | |
| _____ Has not met the terms and conditions of the grant for the reasons stated on the attached sheet, and payment in the amount of \$ _____ should be issued. | | | |
| Signature of DLCD Grant Manager | | Date | |
| Signature of DLCD Program Manager | | Date | |
| BATCH # | DATE | VOUCHER# | DATE |
| PG # | OBJECT # | VENDOR # | AMOUNT |

**Department of Land Conservation and Development
2023-2025 Planning Technical Assistance Grant Agreement
Interim/Final Reimbursement and Closeout Form Instructions**

General and line-by-line instructions for completing the Request for Interim Reimbursement/Final Closeout form are provided herein.

General Instructions and Reminders

- This form may be completed by hand or typed on paper or completed in Microsoft Word. If you need a Word file, please contact DLCD at DLCD.GFGrant@dlcd.oregon.gov. In any case, submit the form with the grant Product(s) electronically, as called for in the Agreement.
- This form is used for all reimbursement requests – interim or final.
- It is important that you retain documentation of expenditures as provided in paragraph 16 of the Agreement, which provides that records be maintained for at least six years after the final reimbursement has been received by the grantee.
- Interim and final reimbursement requests must not include work performed prior to the Effective Date of this Agreement (generally the date the Agreement is signed by DLCD) and not after the Project End Date of this Agreement.

Completing the Form

Please show *total actual expenditures only* of DLCD grant award and local contributions.

First row: DLCD will complete the Grantee Name and Grant Number. In the Final Reimbursement box, highlight or circle “No” for interim reimbursements and “Yes” for final closeouts.

Second row: DLCD will complete Agreement start and close dates. Complete the “Period covered by this reimbursement” The form includes separate boxes for “from” and “to.” Please complete both. These dates must accurately depict the dates the work for the reimbursable expenditure was incurred. If there are any applicable limits on these dates, they will be provided in the reimbursement descriptions in the “Schedule, Products, and Budget” section of the Agreement.

The next section of the form includes columns for itemizing each expense category:

- **“DLCD Grant Expenditures, Previous Reported”** column -- should be blank if the submission is Reimbursement 1. If the request is for a second or later interim reimbursement or final closeout, enter the sum of previous reimbursements in this “Previously Reported” column.
- **“DLCD Grant Expenditures, This Reimbursement”** column – captures and identifies expenditures for the products that are currently being submitted for review and reimbursement.
- **“DLCD Grant Expenditures, Cumulative”** column – simply the total of the two previous columns.
- **“DLCD Grant Expenditures, Transactions”** – Complete items 1–4 as applicable and item 5, total in the “Previously Reported” column if applicable and in the “This Reimbursement” column. Complete previous and current local contributions in items 6–9 and the total on line 10 if applicable. Local contribution does not include expenses reimbursed by the grant. It is included to provide DLCD with accurate information regarding the cost of projects and/or products completed in compliance with this grant. This category includes both in-kind and cash contributions.

- **1. Salary and Benefits** includes the grantee’s staff time, including Other Personnel Expenses. Receipts are not required with this report submission.
- **2. Supplies and Services** include allowable grantee supplies used for completion of grant products. Receipts are not required with this report submission.
- **3. Contracts** include consultants, attorneys, and any company or individual hired by the grantee to conduct grant work. This category does not include employees of the grantee, but rather an individual or entity that invoices the grantee for services rendered. Information required for the closeout report includes name, address, phone number, and e-mail address of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each.
- **4. Other** - Provide a brief explanation and cost breakdown for amounts listed as “Other.” Receipts are not required. Note: Grantee travel expenses are not eligible for reimbursement.
- **5. Totals** – Sum the categories of grant expenditures in the Previously Reported, This Reimbursement, and Cumulative columns. The Total reimbursements at closeout cannot exceed the maximum amount in paragraph 3 of the Agreement.
- Re-enter the reimbursement request from line 5 “DLCD Grant Expenditures This Reimbursement” on line 11.

Certification: Be sure to read and understand the information in item 12 prior to signing the form.

- A legible name and title is required in cell 13.
- A mailing address, including city and zip code, where reimbursement should be sent must be provided in cell 14.
- The signature under “Signature of Authorized Certifying Official” must be of the person taking responsibility for the accuracy of the information contained in the form.

Before a reimbursement can be issued, *all grant products, required documentation, and the signed reimbursement request form* must be received, accepted, and reviewed by the grant manager and grant program manager, subject to the requirements contained in the Agreement.

Please follow the reimbursement schedule as identified in the Grant Agreement when submitting a request for reimbursement or closeout.

A **signed cover letter**, completed and signed **reimbursement request form**, and completed **Products** can be submitted in one of the following ways: (1) the preferred method – an e-mail with PDF files sent to the Grants Administrative Specialist at DLCD.GFGrant@dlcd.oregon.gov, or (2) via the DLCD FTP site (contact DLCD at 971-239-2901) or (3) a CD or DVD mailed to the address below. If none of these options are possible, mail the relevant documents to:

Grants Administrative Specialist
Department of Land Conservation and Development
635 Capitol St. NE Suite 150
Salem, OR 97301

**Wasco County
DLCD Grant GORGE-25-003**

***Grant Expenditures Report for the period of
“Month/Day/Year” to “Month/Day/Year”***

I. Land Use Reviews:

Click here to enter general description of land use review activity during the payment period

Summary of applications requiring staff time. Add rows as necessary.

| Parcel | Zone | Application No. | Type / Description | Status: Incomplete, Complete, Decision Issued, Appealed |
|--------|------|-----------------|--------------------|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Total NSA Applications – Click here to enter text.

Charges to the grant for land use reviews: \$ Click here to enter text.

2. Enforcement Actions:

Click here to enter general description of enforcement activity during the payment period

Summary of enforcement actions. Add rows as necessary.

| Parcel | Zone | Application No. | Type / Description | Status: Under Review, Abatement, Agreement Established, or Completed |
|--------|------|-----------------|--------------------|---|
| | | | | |
| | | | | |

| | | | | |
|--|--|--|--|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Total number of enforcement actions investigated – [Click here to enter text.](#)

Charges to the grant for enforcement actions: \$ [Click here to enter text.](#)

3. Special Projects and Legislative Action:

[Click here to enter a description of special projects and legislative actions charged to the grant](#)

Charges to the grant for special projects and legislative action: \$ [Click here to enter text.](#)

4. Public Outreach:

[Click here to enter description of public outreach efforts charged to the grant](#)

Charges to the grant for public outreach: \$ [Click here to enter text.](#)

5. National Scenic Area Specific Meetings:

[Click here to enter description of meeting expenses charged to the grant](#)

Charges to the grant for National Scenic Area specific meetings: \$ [Click here to enter text.](#)

6. Other (this is not limited to, but can include expenditures for NSA customer service, regional coordination, planning commission and board presentations):

[Click here to enter description of other expenses charged to the grant and outcomes](#)

Charges to the grant for other activities: \$ [Click here to enter text.](#)

Total charges to the grant for administering the NSA: \$ [Click here to enter text.](#)



MEMORANDUM

SUBJECT: Dissolution of the Columbia Rural Fire Protection District

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CHRISSY ZAUGG

DATE: 08/29/2023

Summary:

In the Wasco County Special District Election held on May 16, 2023, electors voted on measure 33-107, Dissolution of Columbia Rural Fire Protection District. The measure passed with 57 – Yes and 6 – No votes. The board accepted the certified results on June 9, 2023.

Per ORS 198.945 an affidavit of the Board of Trustees, along with all district records, was submitted to the Clerk's Office on August 16, 2023 stating the district has been dissolved and its affairs liquidated.

Included with this memo is the affidavit, signed by the board of trustees, and the Certified Election Results from the May 16, 2023 Special District Election.

**BEFORE THE COUNTY COMMISSION FOR
WASCO COUNTY, OREGON**

IN THE MATTER OF THE
DISSOLUTION OF THE
COLUMBIA RURAL FIRE
PROTECTION DISTRICT

AFFIDAVIT OF THE BOARD OF
TRUSTEES

WHEREAS, an election was duly and regularly held on the 16th day of May, 2023, within the boundaries of the Columbia Rural Fire Protection District (“District”) in Wasco County, State of Oregon, on the question of whether the District should be dissolved following creation of the Petersburg Rangeland Fire Protection Association (“Association”), a private non-profit association created to provide rangeland fire protection services in Wasco County, and the dissolution was so approved; and

WHEREAS, following voter approval of the dissolution of the District, pursuant to ORS 198.945 the District’s board of directors became a Board of Trustees responsible for transferring the District’s assets and winding down the District’s affairs; and

WHEREAS, the Association has agreed to assume all debts and obligations of the dissolving District and undertaken to continue to furnish the services provided by the dissolving District pursuant to the plan of dissolution and liquidation, as required by ORS 198.950; and

NOW, THEREFORE, we, the Board of Trustees of the Columbia Rural Fire Protection District, do hereby affirm and attest that the above statements are true, that the District is dissolved and its affairs liquidated, and from the date of signing of this affidavit, the corporate existence of the District is terminated for all purposes.

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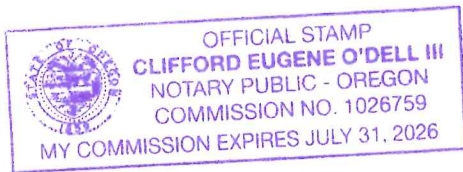
SIGNATURES ON FOLLOWING PAGES

AFFIDAVIT OF THE BOARD OF TRUSTEES FOR THE COLUMBIA RURAL FIRE
PROTECTION DISTRICT – Page 1 of 3

Michael H Kelly
Michael Kelly, President

STATE OF OREGON)
) ss
County of Wasco)

This instrument was acknowledged before me on August 9, 2023, by
Michael Kelly, Chair of the Board of Trustees of the dissolved Columbia Rural Fire
Protection District.



Clifford Eugene O'Dell III
NOTARY PUBLIC FOR OREGON
My Commission Expires July 31, 2026

Michael Urness
Michael Urness, Trustee

STATE OF OREGON)
) ss
County of Wasco)

This instrument was acknowledged before me on August 9, 2023, by
Michael Urness, as Trustee of the dissolved Columbia Rural Fire Protection District.



Clifford Eugene O'Dell III
NOTARY PUBLIC FOR OREGON
My Commission Expires July 31, 2026

David Wagenblast
David Wagenblast, Trustee

STATE OF OREGON)
) ss
County of Wasco)

This instrument was acknowledged before me on August 9, 2023, by
David Wagenblast, Trustee of the dissolved Columbia Rural Fire Protection District.



Clifford Eugene O'Dell III
NOTARY PUBLIC FOR OREGON
My Commission Expires July 31, 2026

SIGNATURES CONTINUE ON NEXT PAGE

AFFIDAVIT OF THE BOARD OF TRUSTEES FOR THE COLUMBIA RURAL FIRE
PROTECTION DISTRICT – Page 2 of 3

William Hammel
William Hammel, Trustee

STATE OF OREGON)
) ss
County of Wasco)

This instrument was acknowledged before me on August 9, 2023, by
William Hammel, as Trustee of the dissolved Columbia Rural Fire Protection District.



Clifford Eugene O'Dell III
NOTARY PUBLIC FOR OREGON
My Commission Expires July 31, 2026

Noah Williams
Noah Williams, Trustee

STATE OF OREGON)
) ss
County of Wasco)

This instrument was acknowledged before me on August 9, 2023, by
Noah Williams, as Trustee of the dissolved Columbia Rural Fire Protection District.



Clifford Eugene O'Dell III
NOTARY PUBLIC FOR OREGON
My Commission Expires July 31, 2026



CLERK'S OFFICE

511 Washington St, Ste 201 • The Dalles, OR 97058
p: [541] 506-2530 • f: [541] 506-2531 • www.co.wasco.or.us

Pioneering pathways to prosperity.

ACCEPTANCE OF ELECTION RESULTS

Please sign and return this form no later than Friday, June 30, 2023.

THIS FORM MUST BE COMPLETED AND RETURNED TO THE COUNTY CLERK'S OFFICE BEFORE A CERTIFICATE OF ELECTION WILL BE ISSUED TO THE CANDIDATE. THE CANDIDATE SHALL NOT TAKE THE OATH OF OFFICE UNTIL THEY HAVE BEEN GRANTED A CERTIFICATE OF ELECTION.

TO: Lisa Gambee
Wasco County Clerk
511 Washington Street, Suite 201
The Dalles, OR 97058

FROM: Michael Kelly
Columbia Rural Fire Protection District

SUBJECT: Abstract of Election Results (ORS 255.295)
Date of Election – May 16, 2023

This is to verify receipt of the abstract from the May 16, 2023 Special District Election and our acceptance of it as the official election results.

We hereby declare the following candidates elected at this election are qualified to hold office.

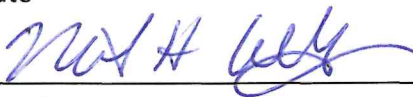
Director – Position #3
Bill Hammel

Director – Position #4
Noah Williams

Director – Position #5
Mike Kelly

Measure 33-107 Dissolution of District
Measure passed

6/9/23
Date


Signature

President Board of Directors CRFPD
Title

Statement of Votes Cast, Columbia Rural Fire Protection District, Official Certified Results

Wasco County, OR May 16, 2023 Special District Election

All Precincts, All Districts, All Counter Groups, All ScanStations, Columbia Rural Fire Protection,
 Director, Position 3, Columbia Rural Fire Protection, Director, Position 4, Columbia Rural Fire
 Protection, Director, Position 5, Measure 33-107 Dissolution of Columbia Rural Fire District, All Boxes

Total Ballots Cast: 76, Registered Voters: 18385, Overall Turnout: 0.41%

| Choice | Votes | Vote % |
|----------------------|-------|--------|
| All Precincts | | |

Columbia Rural Fire Protection, Director, Position 3 (Vote for 1)**76 ballots (0 over voted ballots, 0 overvotes, 43 undervotes), 172 registered voters, turnout 44.19%**

| | | |
|------------|----|---------|
| Write-in | 33 | 100.00% |
| Total | 33 | 100.00% |
| Overvotes | 0 | |
| Undervotes | 43 | |

Columbia Rural Fire Protection, Director, Position 4 (Vote for 1)**76 ballots (0 over voted ballots, 0 overvotes, 44 undervotes), 172 registered voters, turnout 44.19%**

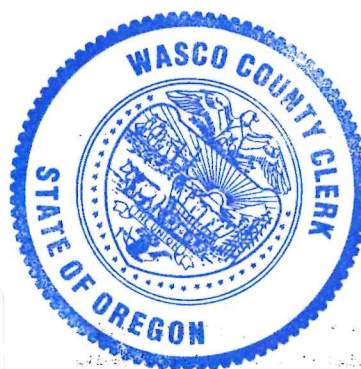
| | | |
|------------|----|---------|
| Write-in | 32 | 100.00% |
| Total | 32 | 100.00% |
| Overvotes | 0 | |
| Undervotes | 44 | |

Columbia Rural Fire Protection, Director, Position 5 (Vote for 1)**76 ballots (0 over voted ballots, 0 overvotes, 44 undervotes), 172 registered voters, turnout 44.19%**

| | | |
|------------|----|---------|
| Write-in | 32 | 100.00% |
| Total | 32 | 100.00% |
| Overvotes | 0 | |
| Undervotes | 44 | |

Measure 33-107 Dissolution of Columbia Rural Fire District (Vote for 1)**76 ballots (0 over voted ballots, 0 overvotes, 13 undervotes), 172 registered voters, turnout 44.19%**

| | | |
|------------|----|---------|
| Yes | 57 | 90.48% |
| No | 6 | 9.52% |
| Total | 63 | 100.00% |
| Overvotes | 0 | |
| Undervotes | 13 | |



I, Lisa Gambia, Wasco County Clerk, do hereby certify that the votes recorded on this report correctly summarize the tally of votes cast at the May 16, 2023 Special District Election.

Dated this 8th day of June 2023.

Lisa Gambia
 Wasco County Clerk

Wasco County, OR_Wasco_May16-2023_SpecialDistrict, May 16, 2023
Write-in Candidates by Contest Report

Jun 7, 2023
 11:31:00 AM

| Candidates | All Assignments | Voted Assignments |
|--|-----------------|-------------------|
| Columbia Rural Fire Protection, Director, Position 3 | | |
| Bill Hammel | 30 | 30 |
| Invalid | 0 | 0 |
| Noah Williams | 2 | 2 |
| Richard Kortge | 1 | 1 |

I, Lisa Gambee, Wasco County Clerk, do hereby certify that the votes recorded on this report correctly summarize the tally of votes cast at the May 16, 2023 Special District Election.

Dated this 8th day of June 2023.

Lisa Gambee

Lisa Gambee
 Wasco County Clerk



Wasco County, OR_Wasco_May16-2023_SpecialDistrict, May 16, 2023
Write-in Candidates by Contest Report

Jun 7, 2023
 11:38:01 AM

| Candidates | All Assignments | Voted Assignments |
|--|-----------------|-------------------|
| Columbia Rural Fire Protection, Director, Position 4 | | |
| Bill Hammel | 2 | 2 |
| Invalid | 0 | 0 |
| Mike Kelly | 2 | 2 |
| Noah Williams | 28 | 28 |



I, Lisa Gambee, Wasco County Clerk, do hereby certify that the votes recorded on this report correctly summarize the tally of votes cast at the May 16, 2023 Special District Election.

Dated this 8th day of June 2023.

Lisa Gambee

Lisa Gambee
 Wasco County Clerk

Wasco County, OR_Wasco_May16-2023_SpecialDistrict, May 16, 2023 Write-in Candidates by Contest Report

Jun 7, 2023
11:40:22 AM

| Candidates | All Assignments | Voted Assignments |
|--|-----------------|-------------------|
| Columbia Rural Fire Protection, Director, Position 5 | | |
| Invalid | 0 | 0 |
| Mike Kelly | 30 | 30 |
| Noah Williams | 2 | 2 |



I, Lisa Gambee, Wasco County Clerk, do hereby certify that the votes recorded on this report correctly summarize the tally of votes cast at the May 16, 2023 Special District Election.

Dated this 8th day of June 2023.

Lisa Gamble

Lisa Gambee
Wasco County Clerk



WASCO COUNTY COMMUNITY CORRECTIONS



BIENNIAL PLAN 2023-2025

Wasco County 2023-2025 Community Corrections Biennial Plan

| | |
|---|--|
| Department of Corrections 3723 Fairview Industrial Drive SE Salem, Oregon 97310 | <i>For Office Use Only</i> Date Received: |
| Address: 421 East Seventh Street, Annex B, The Dalles, OR 97058 Phone: 541-506-2570 Fax: 541-506-2571 | |
| Community Corrections Director/Manager: Fritz Bachman Address: 421 East Seventh Street, Annex B, The Dalles, OR 97058 Phone: 541-506-2574 Fax: 541-506-2571 Email: fritz.j.bachman@cc.doc.state.or.us | |
| Sheriff: Lane Magill Address: 511 Washington Street, The Dalles, OR 97058 Phone: 541-506-2580 Fax: 541-506-2581 Email: lanem@co.wasco.or.us | |
| Jail Manager: Joyce Orendorff Address: 201 Webber Street, The Dalles, OR 97058 Phone: 541-298-1576 Fax: 541-298-1082 Email: jorendorff@norcor.co.wasco.or.us | |
| Supervisory Authority: Lane Magill Address: 511 Washington Street, The Dalles, OR 97058 Phone: 541-506-2580 Fax: 541-506-2581 Email: lanem@co.wasco.or.us Supervisory Authority: Fritz Bachman Address: 421 East Seventh Street, Annex B, The Dalles, OR 97058 Phone: 541-506-2574 Fax: 541-506-2571 Email: fritz.j.bachman@cc.doc.state.or.us | |
| LPSCC Contact: Lane Magill Address: 511 Washington Street, The Dalles, OR 97058 Phone: 541-506-2580 Fax: 541-506-2581 Email: lanem@co.wasco.or.us | |
| <u>Biennial Budget</u> | |
| State Grant-in-Aid Fund: | \$2,053,132 |
| DOC M57 Supplemental Fund: | \$112,567 |
| CJC Justice Reinvestment Grant: | \$366,778 |
| CJC Treatment Court Grant: | \$0 |
| County General Fund: | \$0 |
| Supervision Fees: | \$0 |
| Biennial Carryover (GIA, M57, FSAPP): | \$223,440 |
| Other Fees: | \$0 |
| Other State or Federal Grant: | \$381,824 |
| Other: | \$174,342 |
| <u>Total:</u> | \$3,312,083 |

WASCO COUNTY COMMUNITY CORRECTIONS

2023-2025 BIENNIAL PLAN

Overview

Wasco County Community Corrections (WCCC) supervises approximately 180 felony and 25 misdemeanor adults on probation, parole and post-prison supervision. WCCC applies evidence-based principles and collaborates with community partners to focus resources and supervision strategies on the individuals who present the greatest risk to the community.

On July 1st, 2021, Wasco and Sherman County entered into an agreement whereby our office supervises all individuals on supervision in both counties. With this change came an additional PO and the State funding allocated to Sherman County. Our staff has a very good relationship with their Sheriff and District Attorney and our supervision philosophy is aligned with their expectations. Sherman County's Biennial Plan is being done in its own document so that county-specific services can be readily identified within each plan. While WCCC oversees the funding for both counties, client engagement will be tracked separately and programs costs applied proportionally. Though numbers fluctuate, Sherman County has approximately 7% the clients as compared to WCCC. Many Sherman Co. residents seek services in The Dalles so we expect to see a higher engagement in WCCC services from residents outside Wasco County.

Cognitive behavioral programs are conducted by a facilitator certified in a variety of curricula developed by Correctional Counseling, Inc which includes the commonly known Moral Reconnection Therapy (MRT) class. These classes assist clients through their stages of change, builds cognitive skills, and prepares the individual for pro-social life changes. Being highly interactive, classes aim to keep participants engaged, assisting them in examining their thoughts, behaviors, and values.

WCCC has maintained transitional housing programs for both men and women since 2017. These are designed to enhance public safety by providing a safe and stable environment that provides peer mentoring and requires sobriety and program engagement. WCCC is responsible for approving all candidates referred into the housing programs being funded.

Mid-Columbia Center For Living provides both a CADC and a peer mentor staff embedded at WCCC three days per week. This has made a huge difference in seeing clients in their moment of need as well as providing much improved collaborative case planning and supervision aligned with treatment plans.

In collaboration with Wasco County Youth Services, WCCC benefits from a work crew program with a full-time work crew supervisor. Clients earn hours for community service work or as part of their sentence for work crew. This also provides WCCC with a non-jail sanctioning alternative.

WCCC continues to partner with Wasco County Specialty Courts as well as providing a specialized caseload for our Downward Departure Program with the multidisciplinary team. These programs provide stronger guidance and support to individuals with more comprehensive needs and provides a means to effectively divert prison sentences and increase the likelihood of rehabilitation.

2021-2023 Biennium Accomplishments

- Wasco County's total caseload has dropped by approximately 20 individuals, having entered last biennium with about 200 people on supervision and entering the new biennium with about 180. Based on trends through 2022 it appears that this decrease is slowing down though not completely flattened.
- By mutual agreement of both counties, we supervised clients in Sherman with a satellite office in Moro, OR. This brings us about 15 additional individuals on supervision from Sherman County.
- WCCC actively participated in the advisory council for the Columbia Gorge Crisis Resolution Center, which has received funding and is developing plans for a local behavioral health facility in The Dalles.
- With support of Mid-Columbia Center For Living, CADC and peer mentor staff were embedded at WCCC for better engagement of mutual SUD clients.
- WCCC continued supervision for the Downward Departure Program with support of the District Attorney's Office and Justice Reinvestment competitive grant funds.
- Established an electronic monitoring program through a new lease program providing GPS and alcohol monitoring units.
- In partnership with Bridges To Change, we have maintained a stabilization house and a next-step transitional house in The Dalles.
- In partnership with the WINGS program, WCCC supported housing for women and their children in The Dalles.
- Advantage Dental provided free dental care at our office approximately once a month.

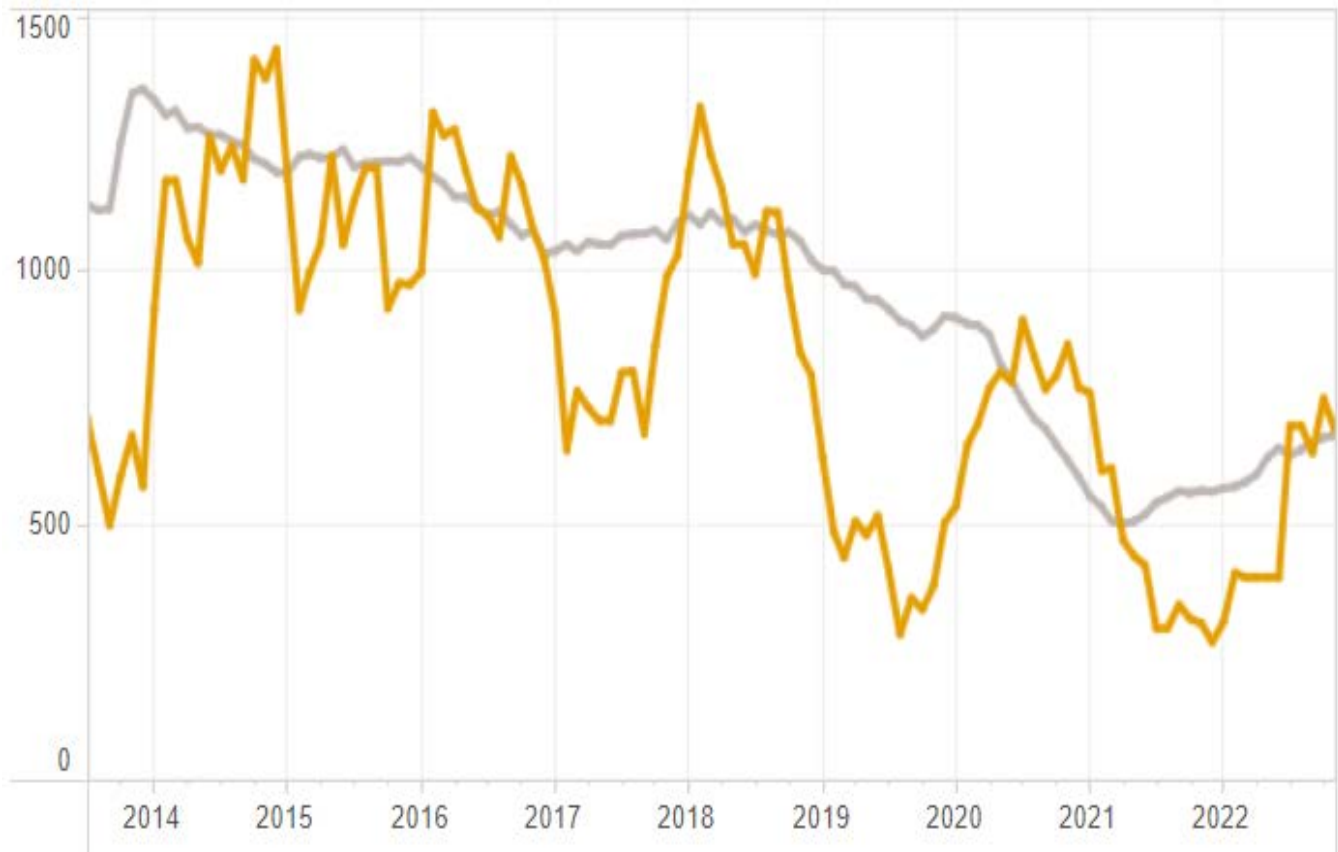
2023-2025 Biennium Plans

- Meet the supervision needs of Sherman County according to our mutual agreement.
- Continue efforts to develop the Columbia Gorge Crisis Resolution Center in The Dalles.
- Continue our Downward Departure Program with JRI competitive grant funding.
- Expand use of electronic monitoring to provide with for non-jail sanction alternatives.
- In collaboration with Mid-Columbia Center For Living expand treatment services to include Level 1 and Level 2 outpatient treatment groups embedded at WCCC.
- Sustain our existing transitional housing and peer mentor services through the biennium.
- Continue positive movements in statewide performance measures: recidivism reduction, engagement with treatment, and connections with employment and education.
- Continue promoting the values of Wasco County and the Sheriff's Office through community policing, procedural justice, and victims' services.

Recidivism Trends

The State's overall trend in prison usage has been in steady decline for many years as seen in the gray line on the chart below. While the steeper decline observed was driven by COVID-related systemic challenges, the decriminalization of drugs and evolving changes toward more rehabilitative prosecution efforts are having a long-term affect as well.

Rolling Sum of Prison Months, per 100,000 Residents - State vs. Wasco County -

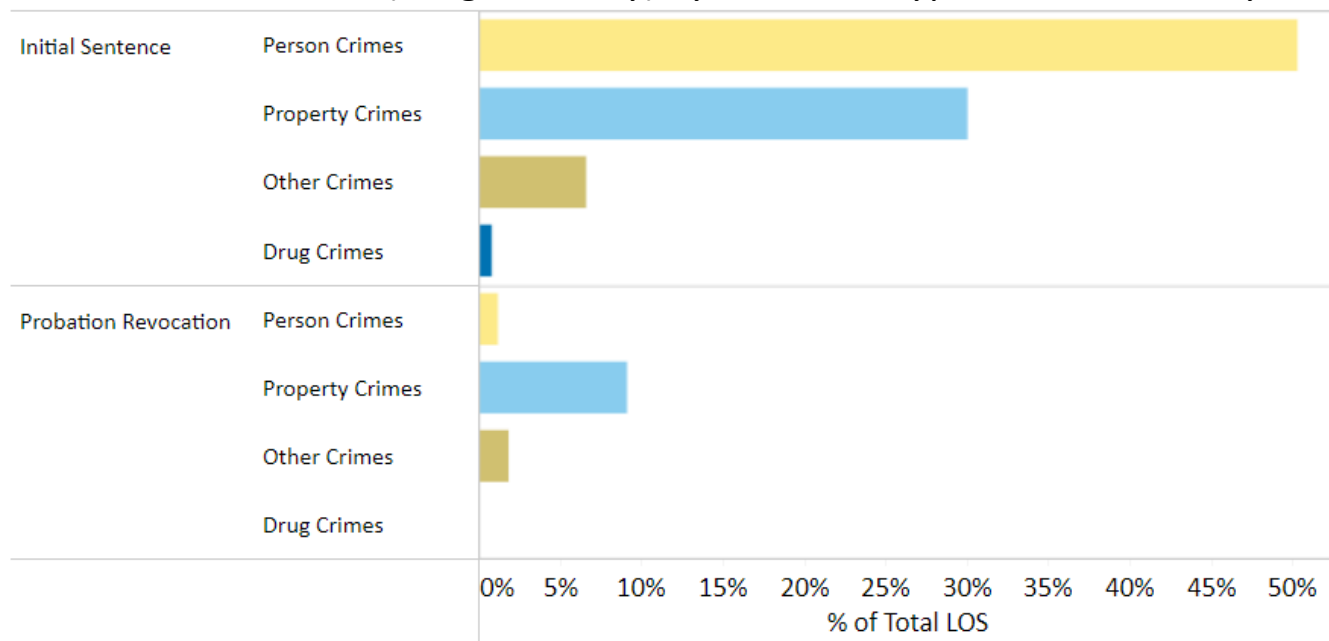


Wasco County's rolling sum of prison months has trended downward as well but fluctuates more widely (shown in the orange line.) Wasco County's prison use per capita is often well below State's prison use. Periodically we cross this threshold for brief periods.

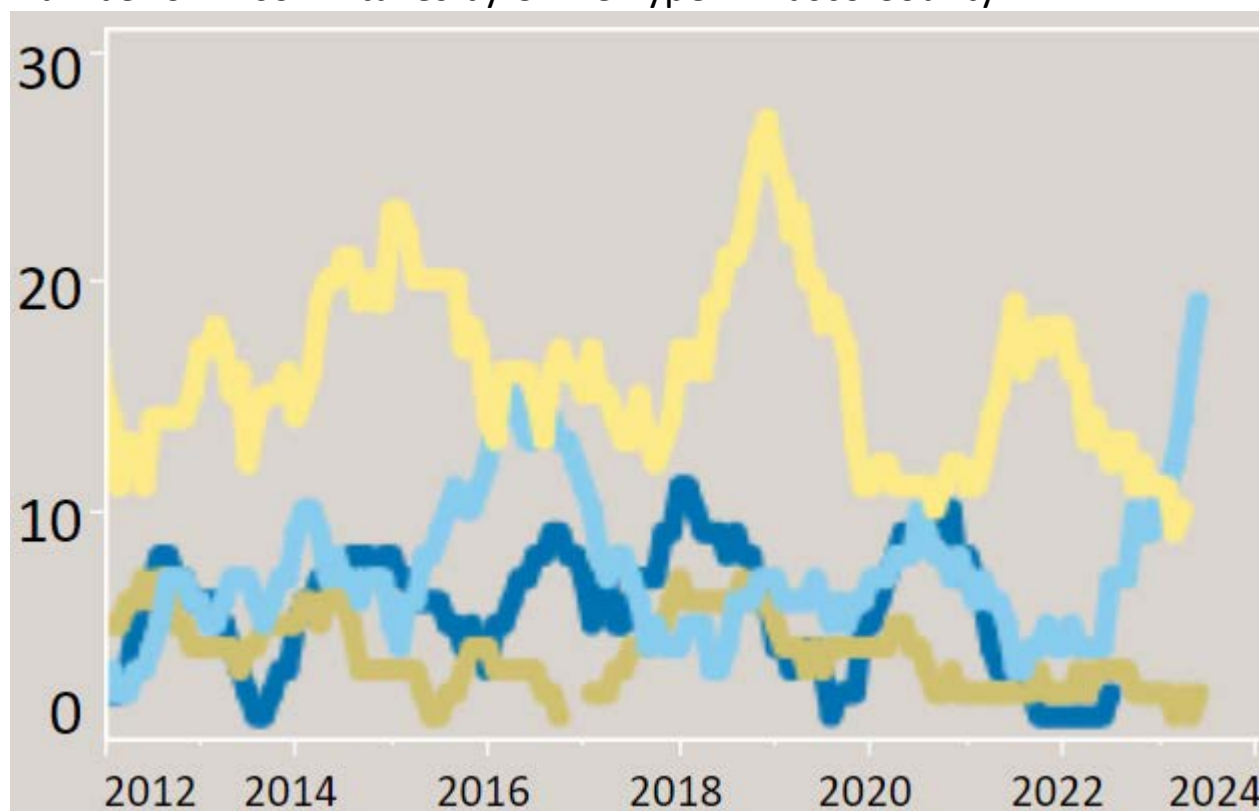
The total number of Wasco County prison sentences has gone down since 2018 in all crime areas: Drug, Property, Sex, and Other Statutory. These numbers include probation revocations, which have declined from four in 2019, two in 2020, and zero thus far in 2021. COVID likely contributed to some of this decline in prosecution.

The graphs below further describe Wasco County's sentencing trends broken down by crime type:

Percent of Prison Use (Length of Stay) by Sentence Type – Wasco County



Number of Prison Intakes by Crime Type – Wasco County



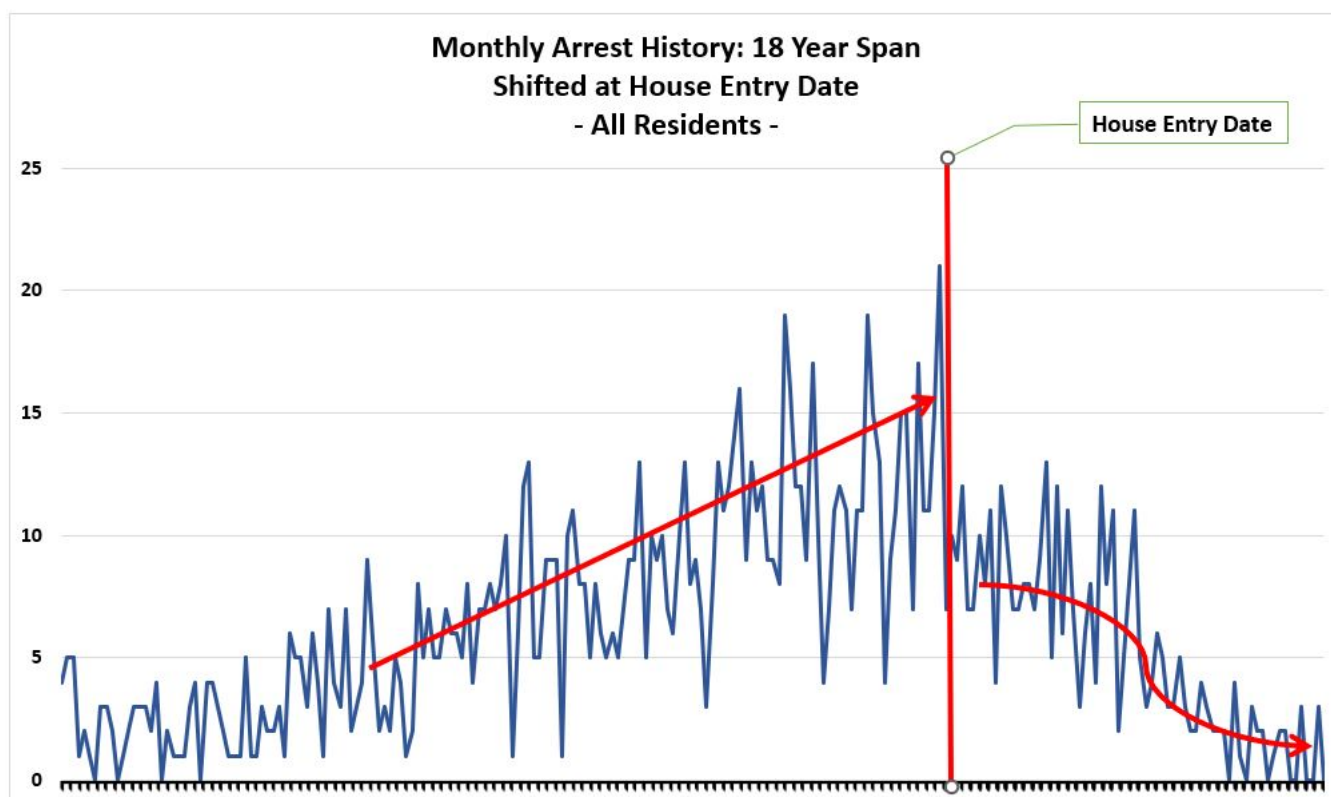
The highest proportion of prison use are the result of longer sentences on person crimes. The number of prison sentences have decreased in all areas except for property crime which has shown a sharp increase (light blue.) Prison sentences for drug crimes have dropped and remained near zero.

Source data on prison sentencing and use are available through the Criminal Justice Center Dashboards:

<https://public.tableau.com/app/profile/cjcdashboards/viz/JusticeReinvestmentDashboardHome/JRISentencingDash>

Reducing Recidivism and Increasing Public Safety

One strong example of a program targeting recidivism reduction is our transitional services which include housing and peer mentors. This program has been functioning at full capacity since its inception. The majority of WCCC's transitional services are provided by Bridges To Change. This program has been running very smoothly since 2017 and continues to accomplish more than was initially expected. Arrest history of all housed residents has been mapped on the following graph:



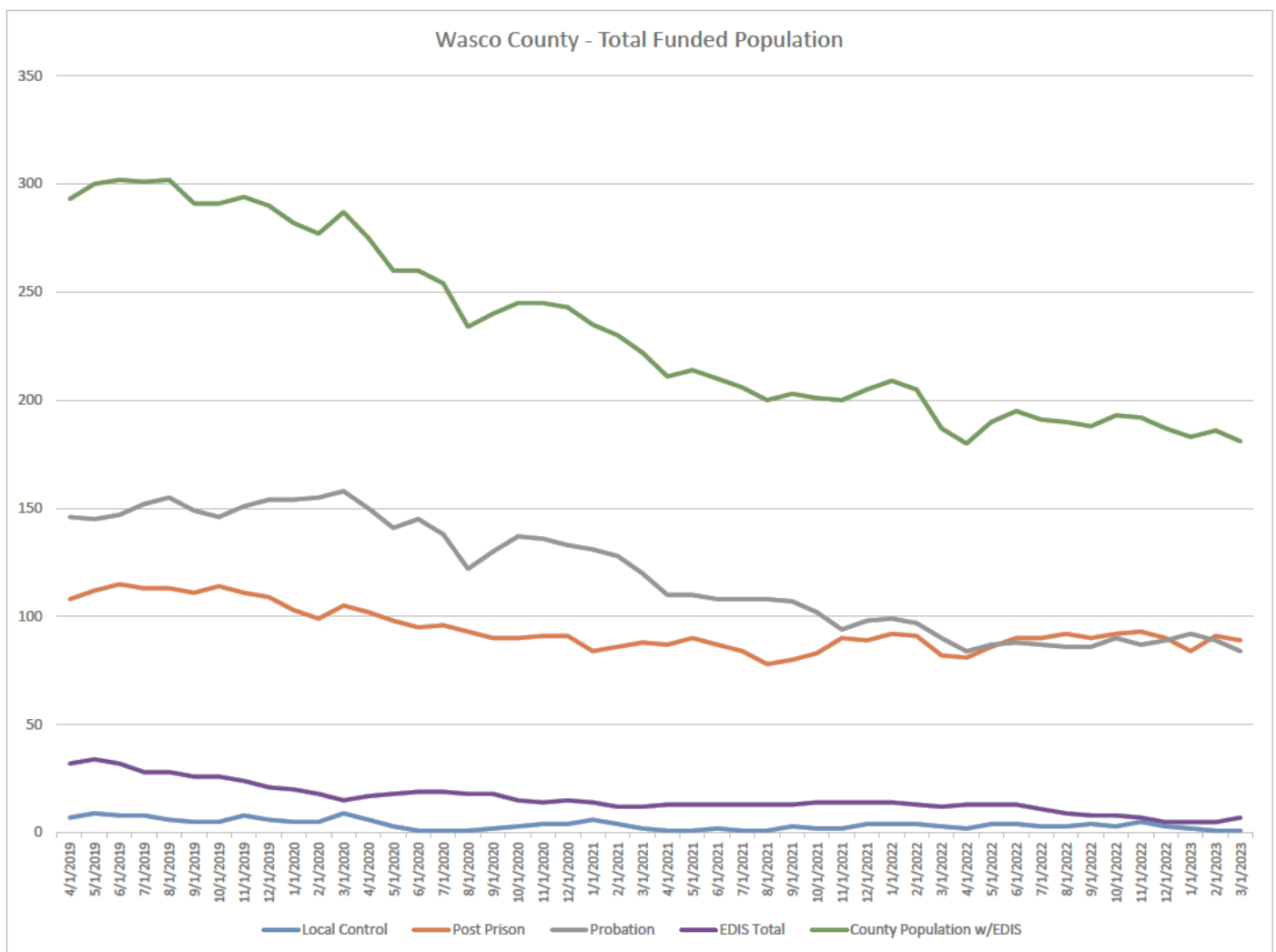
This graph tracks the number of arrests experienced by participants of the Bridges To Change housing program, month by month over the course of 18 years. All arrests are pivoted in time around the date at which they entered this program (indicated by the red line). 13 years of arrest data leading up to their entry into the house indicate escalating criminal behavior up until entry into the program. Once entering the program, 5 subsequent years of arrest data are shown. Arrest numbers beyond the program entry data should be expected to be lower due to some residents having more recently entered the program, however there is an obvious and sudden drop in arrests that can be seen upon program entry. Additionally, arrests well past this entry date do not climb but remain low, even with many years post-program, tracking a total of 132 individuals, and covering residents who exited the program over 5 years ago. There is some arrest activity but at a solid reduction in overall numbers. This

reduction cannot be attributed to COVID effects due to the program entry date spanning several years pre-COVID. Any lowered arrest rates due to COVID are diluted throughout the graph.

The house has remained largely at capacity throughout past biennia. We expect to continue seeing full use and a high proportion of success from this program into the future and plan to sustain this program for the long term. This program remains a solid backbone to the transitional services offered by Wasco County Community Corrections.

Wasco County’s Diminishing Caseload

The overall size of Wasco County’s caseload has gone down steadily:



The downward trend in Community Corrections caseloads and steady rate of discharges, while maintaining an appropriate Earned Discharge effort, indicate that Community Corrections, our partners, and the justice system in general are working together functionally and following trends statewide.

Client Engagement - A Continuum of Sanctioning Options -

In accordance with practices exercised at WCCC, the ratio of rewards to sanctions has been determined to be correlative with the probability of client success. Wasco County balances rewards vs. sanctions with a supportive and goal-oriented approach to a client's being ultimately responsible for their decisions and outcomes. This information is based on the research paper Utilizing Behavioral Interventions to Improve Supervision Outcomes in Community-Based Corrections available at: <http://citeseerx.ist.psu.edu/viewdoc/download?doi=10.1.1.1029.4467&rep=rep1&type=pdf>

Figure 1 on page 398 of this paper:



Figure 1: Ratio of Rewards to Sanctions and the Predicted Probability of Intensive Supervision Program Success

Another reference that encapsulates the philosophy behind our sanctioning approach is a paper written collaboratively for Oregon DOC by a team of community justice stakeholders: The Effectiveness of Community-Based Sanctions in Reducing Recidivism available here: <https://drive.google.com/file/d/1lcqh46MQVPSnYZidsDKyNrAVKorCRQzX>

For the various reasons cited in this paper, Wasco County's approach towards sanctions is to aim for creative non-jail alternatives whenever effective, with jail being necessary as a back-up to assist with compliance and ultimately to ensure public safety. The most effective sanctions include a rehabilitative component. Jail time, when used, should generally be short, swift, and certain knowing that longer jail stays are statistically associated with higher recidivism. Also acknowledged by the above referenced paper: "A certain core of incorrigible offenders will likely never respond to treatment or other alternative sanctions and will continue to pose a danger to the community." Until a better approach or improved science is established to rehabilitate this population, long-term incapacitation is unfortunately at times the only existing response to ensure public safety.

Some examples of non-jail sanctions used at WCCC include: in-office interventions, increased reporting schedules, increased urinary analysis screening, increased home or work visitation, written or verbal primands, curfews, zone restrictions, cognitive class referrals, work crew hours. This past biennium

we began utilizing electronic monitoring for regulating a client's allowed movement as well as monitoring for alcohol use. Our POs ultimately use discretion based on their training and experience to select and apply the most effective sanction, and to try different approaches according to the resulting responsivity of the client.

Per supervision best practices, WCCC will continue to employ non-jail sanctions based upon the latest structured sanctioning grid, the individual's risk level, and current behavior. This applies to recent AICs having completed a WCCC sanction as well.

Partnerships and Collaboration

WCCC's supervision methods are guided through communication and planning with partners in the community who play various roles with Wasco County's justice system. There are several ways in which this is accomplished:

LPSCC: Local Public Safety Coordinating Council. Meets every other month. Coordinates local criminal justice policy among affected criminal justice entities, brings community-wide justice system issues up for discussion, shares ideas and presents data and solutions. Helps direct funding sources to targeted programs and services with a collaborative approach.

CGCRC/AC: Columbia Gorge Crisis Resolution Center Advisory Council. Meets every month. In collaboration with community partners, to guides the clinical service provider on the establishment and operation of programs to ensure long-term wellness, healing, and recovery of individuals and families who experience behavioral health challenges in our Mid-Columbia region. Goal is to establish a permanent residential behavioral health and crisis respite facilities.

CJAC: Criminal Justice Advisory Committee. Meets every other month. Connects local judges and court staff, the DA, Sheriff, local OSP Lieutenant, Directors of Community Corrections and Youth Services, Jail Administrator, Oregon Judicial Department, and local Defense Bar. Works to discuss concerns in the criminal justice system, decision making processes and find solutions for achieving justice for offenders and victims.

DVC: Domestic Violence Council. Meets once a month. Shares best practices between key stakeholders of law enforcement, justice system, support services, victims and their families.

NORCOR CMM: Northern Oregon Regional Correctional Facility Case Management Meeting. Meets weekly. Community corrections, district attorneys, community health partners and mental health staff discuss AICs with behavioral health concerns. Increases collaboration between the jail and community corrections by supporting case management decision making, pre-release planning and by providing AIC management plans upon their release from custody when possible.

Wasco County has a very active LPSCC which meets routinely six times a year on the 2nd Tuesday of even months. Attendance is consistently represented by a plurality of key stakeholders, most notably Youth Services, Community Corrections, Oregon Youth Authority, Sheriff's Office, City Police Department, Intertribal Enforcement, District Attorney's Office, Circuit Court Judges, Defense Bar, JRCOR, County Commissioners, City Council Members, Mid-Columbia Center For Living, PacificSource

CCO, Public Health, victims' services providers, and public members – some of whom have justice-involved lived experience.

These various community partners have been supportive of WCCC's efforts and have assisted planning efforts for allocation of the grant funds to varying degrees. Discussions surrounding these funds and opportunities have occurred in a collaborative manner.

WCCC and our LPSCC work continually to maintain strong relationships with community partners: government, private and public nonprofit organizations, and the broader public at large.



Wasco County Vision Statement

Pioneering Pathways to Prosperity

Wasco County Mission Statement

Partner with our citizens to proactively meet their needs and create opportunities

Wasco County Core Values

Embody the 100% Love Culture

Relationships are Primary

Do the right thing even when no one is watching



WCSO Vision Statement

The Wasco County Sheriff's Office is the primary law enforcement agency within Wasco County and provides a superior level of safety to the citizens of Wasco County. Additionally, the Sheriff's Office will provide superior and innovated services to the citizens of Wasco County

WCSO Mission Statement

To serve and protect persons and property and to maintain the peace and order within Wasco County

WCSO Core Values

Dedicated To Excellence

Provide Superior, Face to Face Service to the Citizens of Wasco County

Committed to Integrity, Teamwork, and Excellence

Financially Responsible

Relationships Are Primary



Community Corrections Vision Statement

As part of the Sheriff's Office we provide a superior level of safety and innovative face-to-face services to the citizens of Wasco County.

Community Corrections Mission Statement

To create a safer community and reduce criminal behavior and drug & alcohol addiction and abuse by promoting positive change in individuals through a combination of program services, supervision, and sanctions.

Community Corrections Core Values

- ★ Integrity
- ★ Teamwork
- ★ Excellence
- ★ Service
- ★ Relationships

| | |
|--------------------------|--|
| Program Name: | Administration |
| Program Description: | Provides for the necessary resources and infrastructure of the department. Provides the equipment, training, facilities, and associated infrastructures, maintenance and expenses required to operate community corrections. |
| Program Category: | Administration |
| Program Objectives: | Enhance public safety by supporting all other programs outlined within this plan. The Administration program supports this plan's ability to comply with the outcome measures identified in Wasco County's Intergovernmental Agreement with the State of Oregon. |
| Method(s) of Evaluation: | CIS Data Warehouse CJC Dashboard recidivism data CPC Assessments State of Oregon outcome measure reports |

Monthly Average to be Served: 180

| | | | |
|--|---|--|--|
| Type of Offender(s) Served: | Crime Category: | Gender: | Risk Level: |
| <input checked="" type="checkbox"/> Probation | <input checked="" type="checkbox"/> Felony | <input checked="" type="checkbox"/> Male | <input checked="" type="checkbox"/> High |
| <input checked="" type="checkbox"/> Parole/Post-Prison | <input checked="" type="checkbox"/> Misdemeanor | <input checked="" type="checkbox"/> Female | <input checked="" type="checkbox"/> Medium |
| <input checked="" type="checkbox"/> Local Control | | | <input checked="" type="checkbox"/> Low |

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse) | What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000) |
|---------------|--|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Funding Sources

| | |
|---|--------------|
| <input checked="" type="checkbox"/> State Grant-In-Aid Fund | \$70,858.00 |
| <input type="checkbox"/> DOC M57 Supplemental Fund | _____ |
| <input type="checkbox"/> CJC Justice Reinvestment Grant | _____ |
| <input type="checkbox"/> CJC Treatment Court Grant | _____ |
| <input type="checkbox"/> County General Fund | _____ |
| <input type="checkbox"/> Supervision Fees | _____ |
| <input checked="" type="checkbox"/> Biennial Carryover (Grant-In-Aid) | \$140,398.00 |
| <input type="checkbox"/> Other Fees (revenue) | _____ |
| <input type="checkbox"/> Other State or Federal Grant | _____ |
| Other: Please Identify | |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |

Additional Comments:

| | |
|--------------------------|--|
| Program Name: | Supervision |
| Program Description: | All functions and tasks related to monitoring and supervising individuals placed on probation, and post-prison. Funds staffing to monitor programming, treatment and sentences. Officers oversee compliance to conditions and address criminogenic needs. POs employ a continuum of both structured jail sanctions and non-jail sanctions, including work crew hours, increased reporting, UAs, and program referrals. |
| Program Category: | Supervision |
| Program Objectives: | Enhance public safety, reduce recidivism, and increase offender rehabilitation. |
| Method(s) of Evaluation: | CIS Data Warehouse CJC Dashboard recidivism data CPC Assessments State of Oregon outcome measure reports |

Monthly Average to be Served: 180

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☒ Low

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse) | What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000) |
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Funding Sources

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|---|----------------|
| <input checked="" type="checkbox"/> State Grant-In-Aid Fund | \$1,077,810.00 |
| <input type="checkbox"/> DOC M57 Supplemental Fund | _____ |
| <input type="checkbox"/> CJC Justice Reinvestment Grant | _____ |
| <input type="checkbox"/> CJC Treatment Court Grant | _____ |
| <input type="checkbox"/> County General Fund | _____ |
| <input type="checkbox"/> Supervision Fees | _____ |
| <input checked="" type="checkbox"/> Biennial Carryover (Grant-In-Aid) | \$36,975.00 |
| <input type="checkbox"/> Other Fees (revenue) | _____ |
| <input type="checkbox"/> Other State or Federal Grant | _____ |
| Other: Please Identify | |
| <input checked="" type="checkbox"/> Grant In Aid Supplemental | \$48,030.00 |
| <input type="checkbox"/> | _____ |

Additional Comments: The Downward Departure Program (DDP) funded by JRI Supplemental, covers a portion of personnel costs for the DDP PO staff.

| | |
|--------------------------|--|
| Program Name: | NORCOR Custodial Sanction Beds |
| Program Description: | Provides access to jail beds at NORCOR for both supervised offenders serving sanctions as well as 1145 inmates serving a Local Control sentence. |
| Program Category: | Custodial/Sanction Beds |
| Program Objectives: | Increase public safety by removing active risk from the community according to structured sanctioning practices. Short and swift sanctions are also used as a rehabilitative tool. |
| Method(s) of Evaluation: | NORCOR Recidivism data State of Oregon outcome measure reports |

Monthly Average to be Served: 25

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☐ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☒ Low

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse) | What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000) |
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Funding Sources

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|---|--------------|
| <input checked="" type="checkbox"/> State Grant-In-Aid Fund | \$840,464.00 |
| <input type="checkbox"/> DOC M57 Supplemental Fund | _____ |
| <input type="checkbox"/> CJC Justice Reinvestment Grant | _____ |
| <input type="checkbox"/> CJC Treatment Court Grant | _____ |
| <input type="checkbox"/> County General Fund | _____ |
| <input type="checkbox"/> Supervision Fees | _____ |
| <input type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP) | _____ |
| <input type="checkbox"/> Other Fees (revenue) | _____ |
| <input type="checkbox"/> Other State or Federal Grant | _____ |
| Other: Please Identify | |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |

Additional Comments:

| | |
|--------------------------|---|
| Program Name: | Transition Services |
| Program Description: | Clean and sober housing in the community that is dedicated to supervised offenders. Attached services include peer mentoring to facilitate offenders' daily progress. |
| Program Category: | Transition Services |
| Program Objectives: | Enhance public safety and reduce recidivism by enhancing offenders' opportunities for success within the community. Goals for residents include compliance with supervision, remaining clean and sober, completing required classes and treatment, attaining employment, establishing a budget and successfully graduating from the housing program into an independent living situation. |
| Method(s) of Evaluation: | CIS Data Warehouse CJC Dashboard recidivism data NORCOR arrest data collection |

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|----------------------------------|--|---|--|--|
| Monthly Average to be Served: 13 | Type of Offender(s) Served: | Crime Category: | Gender: | Risk Level: |
| | <input checked="" type="checkbox"/> Probation | <input checked="" type="checkbox"/> Felony | <input checked="" type="checkbox"/> Male | <input checked="" type="checkbox"/> High |
| | <input checked="" type="checkbox"/> Parole/Post-Prison | <input checked="" type="checkbox"/> Misdemeanor | <input checked="" type="checkbox"/> Female | <input checked="" type="checkbox"/> Medium |
| | <input checked="" type="checkbox"/> Local Control | | | <input checked="" type="checkbox"/> Low |

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse) | What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000) |
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Funding Sources

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|---|--------------|
| <input type="checkbox"/> State Grant-In-Aid Fund | |
| <input checked="" type="checkbox"/> DOC M57 Supplemental Fund | \$88,567.00 |
| <input checked="" type="checkbox"/> CJC Justice Reinvestment Grant | \$225,366.00 |
| <input type="checkbox"/> CJC Treatment Court Grant | |
| <input type="checkbox"/> County General Fund | |
| <input type="checkbox"/> Supervision Fees | |
| <input checked="" type="checkbox"/> Biennial Carryover (Measure 57) | \$46,067.00 |
| <input type="checkbox"/> Other Fees (revenue) | |
| <input type="checkbox"/> Other State or Federal Grant | |
| Other: Please Identify | |
| <input checked="" type="checkbox"/> Transition Fund | \$6,335.00 |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |

Additional Comments:

| | |
|--------------------------|---|
| Program Name: | Sex Offender Services |
| Program Description: | Provides subsidized access to evaluations, polygraphs, and appropriate programming for qualifying offenders. |
| Program Category: | Behavioral Health Tx Services - Sex Offender Tx |
| Program Objectives: | Enhance public safety and reduce recidivism by addressing treatment needs for offenders with criminogenic risks for sex offenses. Provides rehabilitation with the goal to reduce incidence of sex crimes. Provide assistance to victims of sex crimes. |
| Method(s) of Evaluation: | CIS Data Warehouse CPC Assessment State of Oregon outcome measure reports |

Monthly Average to be Served: 15

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☐ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☒ Low

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small> | What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small> |
|-------------------|---|--|
| Steve Seeley, LLC | Sex Offender Treatment | GIA - \$32,000 |
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Funding Sources

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|---|-------------|
| <input checked="" type="checkbox"/> State Grant-In-Aid Fund | \$32,000.00 |
| <input type="checkbox"/> DOC M57 Supplemental Fund | _____ |
| <input type="checkbox"/> CJC Justice Reinvestment Grant | _____ |
| <input type="checkbox"/> CJC Treatment Court Grant | _____ |
| <input type="checkbox"/> County General Fund | _____ |
| <input type="checkbox"/> Supervision Fees | _____ |
| <input type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP) | _____ |
| <input type="checkbox"/> Other Fees (revenue) | _____ |
| <input type="checkbox"/> Other State or Federal Grant | _____ |
| Other: Please Identify | |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |

Additional Comments:

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|--------------------------|--|
| Program Name: | Domestic Violence Services |
| Program Description: | Provides subsidized access to evaluations and appropriate programming for qualifying offenders. |
| Program Category: | Behavioral Health Tx Services - BIP |
| Program Objectives: | Enhance public safety and reduce recidivism by addressing treatment needs for offenders with criminogenic risks for domestic violence. Provides rehabilitation with the goal to reduce incidence of family violence. Provide assistance to victims of domestic violence. |
| Method(s) of Evaluation: | CIS Data Warehouse CPC Assessments State of Oregon outcome measure reports |

Monthly Average to be Served: 10

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☐ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☒ Low

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small> | What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small> |
|---------------|---|--|
| New Horizons | Domestic Violence | GIA - \$2,000 |
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Funding Sources

- ☒ State Grant-In-Aid Fund \$2,000
☐ DOC M57 Supplemental Fund
☐ CJC Justice Reinvestment Grant
☐ CJC Treatment Court Grant
☐ County General Fund
☐ Supervision Fees
☐ Biennial Carryover (GIA, M57, FSAPP)
☐ Other Fees (revenue)
☐ Other State or Federal Grant
 Other: Please Identify
☐
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Additional Comments:

| | |
|--------------------------|---|
| Program Name: | Substance Use Disorder Treatment |
| Program Description: | Provides subsidies for program costs, supplies, test kits, and access to evaluations and referrals to appropriate levels of treatment. |
| Program Category: | Behavioral Health Tx Services - Substance Abuse |
| Program Objectives: | Rehabilitate offenders with addiction and establish and maintain engagement with treatment programs that support their recovery at their level of assessed need. Provide accountability for behavior through random and event-driven drug testing. Eliminate any barriers to accessing necessary treatment. |
| Method(s) of Evaluation: | CPC Assessment State of Oregon outcome measure reports Consultation with treatment programs and clinical staff |

Monthly Average to be Served: 20

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☒ Low

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse) | What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000) |
|-------------------|--|--|
| New Horizons | SUD Treatment | M57: \$4,000 |
| Center For Living | SUD Treatment | none – insurance and outside-grant funded |
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Funding Sources

☐ State Grant-In-Aid Fund

☒ DOC M57 Supplemental Fund

\$24,000.00

☐ CJC Justice Reinvestment Grant

☐ CJC Treatment Court Grant

☐ County General Fund

☐ Supervision Fees

☐ Biennial Carryover (Measure 57)

☐ Other Fees (revenue)

☐ Other State or Federal Grant

Other: Please Identify

☐

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Additional Comments:

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|--------------------------|---|
| Program Name: | Cognitive Programming |
| Program Description: | Provides subsidized access to evaluations and appropriate programming for qualifying offenders. |
| Program Category: | Behavioral Health Tx Services - CBT |
| Program Objectives: | Evidence-based cognitive behavioral programming using a variety of MRT-based curriculum that target different criminogenic needs. Classes include material focused on one or more of the following topics: criminal thinking, trauma, domestic violence, sex offenses, property & identity theft, anger management, employment motivation, and aftercare/maintenance. |
| Method(s) of Evaluation: | CPC Assessment State of Oregon outcome measure reports Consultation with facilitator and staff |

Monthly Average to be Served: 20

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☐ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☐ Low

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse) | What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000) |
|---------------|--|--|
| Ron Webber | Cognitive Programming | GIA - \$30,000 |
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Funding Sources

- ☒ State Grant-In-Aid Fund \$30,000.00
☐ DOC M57 Supplemental Fund
☐ CJC Justice Reinvestment Grant
☐ CJC Treatment Court Grant
☐ County General Fund
☐ Supervision Fees
☐ Biennial Carryover (GIA, M57, FSAPP)
☐ Other Fees (revenue)
☐ Other State or Federal Grant
 Other: Please Identify
☐
☐
☐

Additional Comments:

| | |
|--------------------------|--|
| Program Name: | Community Service and Work Crew |
| Program Description: | Work crew program managed by a work crew supervisor, completing various projects for local communities, namely the City of The Dalles and Wasco County. |
| Program Category: | Community Service and Work Crew |
| Program Objectives: | Fulfills court-ordered requirements and create options for non-jail sanctions. Offenders may be required complete work crew days, community service hours, or PO-sanctioned work time in-lieu of jail. |
| Method(s) of Evaluation: | Completion of work crew hours, projects, and contracts Consultation with Work Crew Supervisor |

Monthly Average to be Served: 10

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☒ Low

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse) | What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000) |
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Funding Sources

- ☐ State Grant-In-Aid Fund
☐ DOC M57 Supplemental Fund
☐ CJC Justice Reinvestment Grant
☐ CJC Treatment Court Grant
☐ County General Fund
☐ Supervision Fees
☐ Biennial Carryover (GIA, M57, FSAPP)
☐ Other Fees (revenue)
☐ Other State or Federal Grant

Other: Please Identify

- ☒ Work Crew Project Agreements

\$126,312.00

☐

☐

Additional Comments: Funded by non-P&P county funds and project agreements

| | |
|--------------------------|--|
| Program Name: | NORCOR Recidivism Reduction Programs |
| Program Description: | Provides case management services for offender reentry and transition back into the community. Provides programming within the NORCOR Regional Jail as part of the recidivism reduction program. |
| Program Category: | Behavioral Health Tx Services - Dual Diagnosis |
| Program Objectives: | Enhance public safety by supporting all other programs outlined within this plan. The Administration program supports this plan's ability to comply with the outcome measures identified in Wasco County's Intergovernmental Agreement with the State of Oregon. |
| Method(s) of Evaluation: | CIS Data Warehouse CJC Dashboard recidivism data CPC Assessments State of Oregon outcome measure reports |

Monthly Average to be Served: 25

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|--|---|--|--|
| Type of Offender(s) Served: | Crime Category: | Gender: | Risk Level: |
| <input checked="" type="checkbox"/> Probation | <input checked="" type="checkbox"/> Felony | <input checked="" type="checkbox"/> Male | <input checked="" type="checkbox"/> High |
| <input checked="" type="checkbox"/> Parole/Post-Prison | <input checked="" type="checkbox"/> Misdemeanor | <input checked="" type="checkbox"/> Female | <input checked="" type="checkbox"/> Medium |
| <input checked="" type="checkbox"/> Local Control | | | <input type="checkbox"/> Low |

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse) | What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000) |
|------------------------|--|---|
| NORCOR Clinicial Staff | NORCOR Tx Programs | JRI: \$100,000 |
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Funding Sources

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| <input type="checkbox"/> State Grant-In-Aid Fund | _____ |
| <input type="checkbox"/> DOC M57 Supplemental Fund | _____ |
| <input checked="" type="checkbox"/> CJC Justice Reinvestment Grant | \$100,000.00 |
| <input type="checkbox"/> CJC Treatment Court Grant | _____ |
| <input type="checkbox"/> County General Fund | _____ |
| <input type="checkbox"/> Supervision Fees | _____ |
| <input type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP) | _____ |
| <input type="checkbox"/> Other Fees (revenue) | _____ |
| <input type="checkbox"/> Other State or Federal Grant | _____ |
| Other: Please Identify | |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |

Additional Comments:

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|--------------------------|---|
| Program Name: | Specialty Court Incentives |
| Program Description: | Provide collaborative support to participants of the 7 th Judicial District Court's specialty court dockets including Treatment Court and Mental Health Court. |
| Program Category: | Other Programs and Services |
| Program Objectives: | Incentivizes defendants to remain engaged with court and to complete program requirements. |
| Method(s) of Evaluation: | Specialty Court graduation numbers tracking |

Monthly Average to be Served: 15

Type of Offender(s) Served:

- ☒ Probation
☐ Parole/Post-Prison
☐ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☐ Low

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse) | What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000) |
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Funding Sources

- ☐ State Grant-In-Aid Fund
☐ DOC M57 Supplemental Fund
☒ CJC Justice Reinvestment Grant
☐ CJC Treatment Court Grant
☐ County General Fund
☐ Supervision Fees
☐ Biennial Carryover (GIA, M57, FSAPP)
☐ Other Fees (revenue)
☐ Other State or Federal Grant

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| \$3,600.00 |
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Other: Please Identify

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Additional Comments:

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|--------------------------|---|
| Program Name: | Justice Reinvestment Grant's 10% Victims Services |
| Program Description: | Local nonprofit providing services to victims of crimes, survivors of domestic/dating violence, sexual assault, human trafficking and stalking. |
| Program Category: | Other Programs and Services |
| Program Objectives: | With the goal of making victims of these crimes safe and self-sufficient, this funding provides case management services to survivors of crime. |
| Method(s) of Evaluation: | JRI Grant's annual Victim's Services Report |

Monthly Average to be Served: 20

Type of Offender(s) Served:

- ☐ Probation
☐ Parole/Post-Prison
☐ Local Control

Crime Category:

- ☐ Felony
☐ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☐ High
☐ Medium
☐ Low

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse) | What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000) |
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Funding Sources

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| <input type="checkbox"/> State Grant-In-Aid Fund | _____ |
| <input type="checkbox"/> DOC M57 Supplemental Fund | _____ |
| <input checked="" type="checkbox"/> CJC Justice Reinvestment Grant | \$37,812.00 |
| <input type="checkbox"/> CJC Treatment Court Grant | _____ |
| <input type="checkbox"/> County General Fund | _____ |
| <input type="checkbox"/> Supervision Fees | _____ |
| <input type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP) | _____ |
| <input type="checkbox"/> Other Fees (revenue) | _____ |
| <input checked="" type="checkbox"/> Other State or Federal (JRI Competitive) | \$19,733.00 |
| Other: Please Identify | _____ |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |

Additional Comments: The JRI Competitive Grant amount is unconfirmed and not yet awarded, 10% of which goes to Victims Services.

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|--------------------------|---|
| Program Name: | Wasco County Downward Departure Program |
| Program Description: | In accordance with the requirements of the JRI Competitive Grant, this is a collaboration between Community Corrections and the Wasco District Attorney's office. Individuals accused of qualifying crimes will be assessed for risk and compliance with supervision. Qualifying individuals will be placed on a specific DDP caseload consisting of intensive supervision and services in-lieu of a prison sentence. |
| Program Category: | Other Programs and Services |
| Program Objectives: | The Downward Departure Program intends to properly identify individuals that will succeed on community supervision and provide all available resources to support this success. Consequently, presumptive prison sentences will be diverted from prison and help decrease the burden to the prison system. |
| Method(s) of Evaluation: | Outcomes on compliance and completion of supervision, and recidivism rates of DDP offenders, will be compared to average Community Corrections offender outcomes. Total amount of diverted prison time will be tracked. |

Monthly Average to be Served: 4

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|---|---|--|--|
| Type of Offender(s) Served: | Crime Category: | Gender: | Risk Level: |
| <input checked="" type="checkbox"/> Probation | <input checked="" type="checkbox"/> Felony | <input checked="" type="checkbox"/> Male | <input checked="" type="checkbox"/> High |
| <input type="checkbox"/> Parole/Post-Prison | <input checked="" type="checkbox"/> Misdemeanor | <input type="checkbox"/> Female | <input checked="" type="checkbox"/> Medium |
| <input type="checkbox"/> Local Control | | | <input type="checkbox"/> Low |

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse) | What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000) |
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Funding Sources

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| <input type="checkbox"/> State Grant-In-Aid Fund | _____ |
| <input type="checkbox"/> DOC M57 Supplemental Fund | _____ |
| <input type="checkbox"/> CJC Justice Reinvestment Grant | _____ |
| <input type="checkbox"/> CJC Treatment Court Grant | _____ |
| <input type="checkbox"/> County General Fund | _____ |
| <input type="checkbox"/> Supervision Fees | _____ |
| <input type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP) | _____ |
| <input type="checkbox"/> Other Fees (revenue) | _____ |
| <input checked="" type="checkbox"/> Other State: JRI Competitive Grant | \$177,600.00 |
| Other: Please Identify | |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |

Additional Comments: The JRI Competitive Grant amount is unconfirmed and not yet awarded.

| | |
|--------------------------|--|
| Program Name: | IMPACTS Grant Housing and Reporting |
| Program Description: | Establishes the La Casa Vida housing program in The Dalles and is tailored for frequent system utilizers. Support staff includes a case management team from both Bridges To Change and Center For Living |
| Program Category: | Transition Services |
| Program Objectives: | Established to reduce the recidivism of frequent utilizers of other services such as the hospital and the jail. Residents are screened for behavioral health needs and have a housing and/or family reunification goal. Intent is to reduce both system utilization and recidivism of these individuals. |
| Method(s) of Evaluation: | Recidivism rates and use of behavioral health system resources will be tracked quarterly. |

Monthly Average to be Served: 4

Type of Offender(s) Served:

☒ Probation

☒ Parole/Post-Prison

☒ Local Control

Crime Category:

☒ Felony

☒ Misdemeanor

Gender:

☒ Male

☒ Female

Risk Level:

☒ High

☒ Medium

☐ Low

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse) | What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000) |
|-------------------|--|--|
| Bridges To Change | Stabilization Housing | IMPACTS Grant: \$168,156 |
| CUNY ISLG | Frequent Utilizer's Report | IMPACTS Grant: \$10,000 |
| | | |
| | | |
| | | |
| | | |

Funding Sources

☐ State Grant-In-Aid Fund

☐ DOC M57 Supplemental Fund

☐ CJC Justice Reinvestment Grant

☐ CJC Treatment Court Grant

☐ County General Fund

☐ Supervision Fees

☐ Biennial Carryover (GIA, M57, FSAPP)

☐ Other Fees (revenue)

☒ Other State or Federal Grant (IMPACTS) \$178,156.00

Other: Please Identify

☐

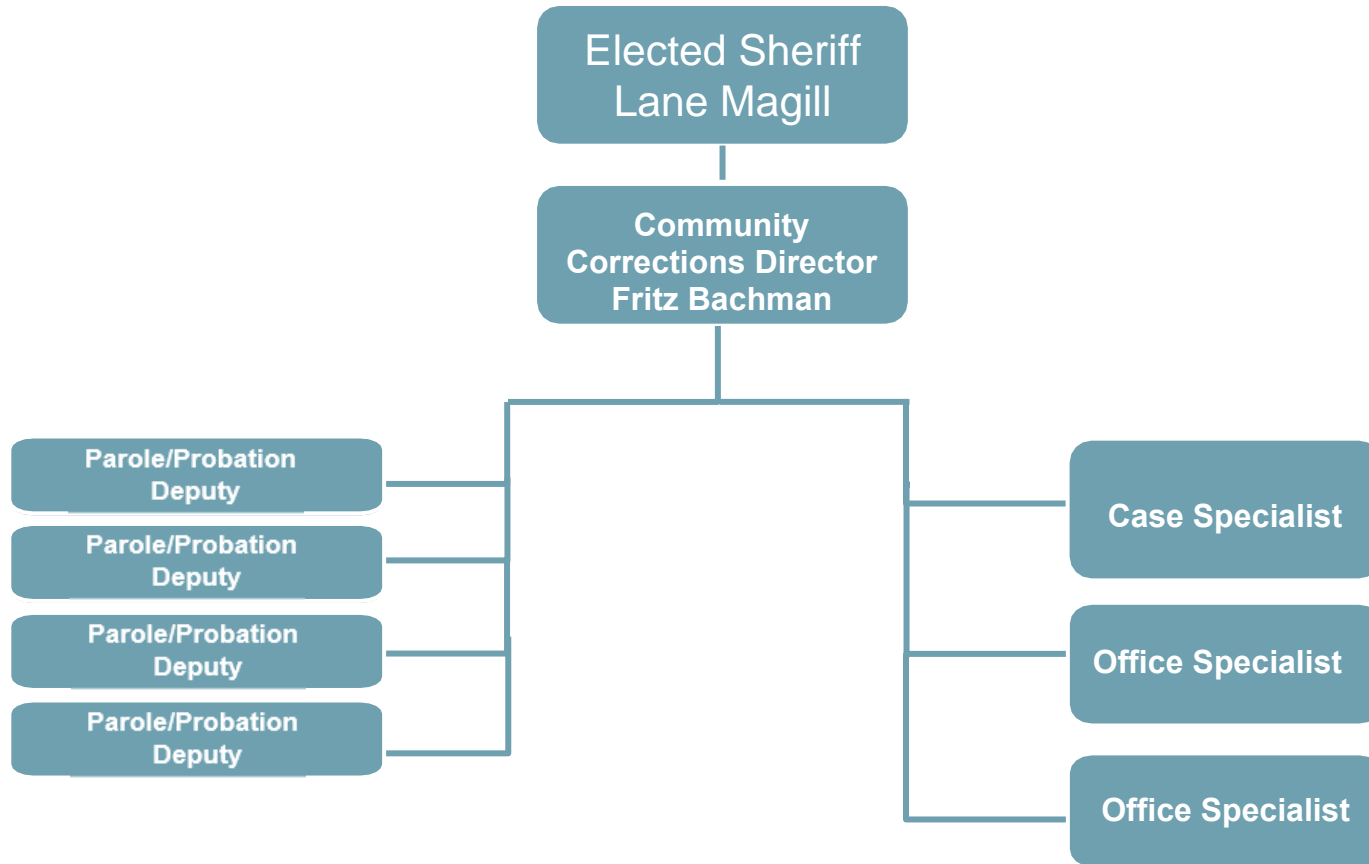
☐

Additional Comments:

Wasco County
2023-2025 Community Corrections Budget Summary

| Program Name | Grant in Aid | Grant in Aid Supplemental | All Other Funds and Fees | Total |
|---------------------------------|---------------------|----------------------------------|---------------------------------|--------------------|
| Administration | \$70,858 | \$0 | \$140,398 | \$211,256 |
| Supervision | \$1,077,810 | \$48,030 | \$36,975 | \$1,162,815 |
| NORCOR Custodial Sanction Beds | \$840,464 | \$0 | \$0 | \$840,464 |
| Transitional Services | \$0 | \$0 | \$366,335 | \$366,335 |
| Sex Offender Services | \$32,000 | \$0 | \$0 | \$32,000 |
| Substance Use Disorder | \$0 | \$0 | \$24,000 | \$24,000 |
| Domestic Violence Services | \$2,000 | \$0 | \$0 | \$2,000 |
| Cognitive Programming | \$30,000 | \$0 | \$0 | \$30,000 |
| Work Crew | \$0 | \$0 | \$126,312 | \$126,312 |
| NORCOR Recidivism Programs | \$0 | \$0 | \$100,000 | \$100,00 |
| Specialty Court Incentives | \$0 | \$0 | \$3,600 | \$3,600 |
| Victims Services | \$0 | \$0 | \$57,545 | \$57,545 |
| Wasco DDP | \$0 | \$0 | \$177,600 | \$177,600 |
| Impacts Grant Housing & Reports | \$0 | \$0 | \$178,156 | \$178,156 |
| Fund Total | \$2,053,132 | \$48,030 | \$1,210,921 | \$3,312,083 |

Wasco County Community Corrections





LPSCC

202 East Fifth Street • The Dalles, OR 97058
p: [541] 506-2660 • f: [541] 506-2661 • www.co.wasco.or.us

Pioneering pathways to prosperity.

August 16th, 2023

Board of County Commissioners
511 Washington Street, Suite 302
The Dalles, OR 97058

RE: Wasco County Community Corrections Biennial Plan

Dear Wasco County Commissioners,

On August 1st, 2023 the Wasco County Local Public Safety Coordinating Council met and reviewed the 2023-2025 Biennial Plan for Wasco County Community Corrections.

Following the review of the plan, the LPSCC unanimously voted to support the submission of the plan to the Board of County Commissioners and for subsequent distribution to the Oregon Department of Corrections. The Wasco County LPSCC is recommending that the Wasco County Board of Commissioners approve and submit the plan for the 2023-2025 biennium.

The Wasco County LPSCC continues to be committed to the ongoing work to improve justice system response for public safety and reformation.

Sincerely,

Sheriff Lane Magill
Chair,
Wasco County LPSCC



BOARD OF COUNTY COMMISSIONERS

511 Washington Street, Ste 302 • The Dalles, OR 97058
p: [541] 506-2520 • f: [541] 506-2551 • www.co.wasco.or.us

Pioneering pathways to prosperity.

September 6th, 2023

Jeremiah Stromberg
DOC Community Corrections
2575 Center Street NE
Salem, OR 97301-4667

RE: Letter of Support – Board of Wasco County Commissioners

On August 1st, 2023 the Wasco County Local Public Safety Coordinating Council (LPSCC) reviewed the 2023-2025 Biennial Plan for Community Corrections. The LPSCC voted unanimously to recommend support for approval by the Board of County Commissioners.

We, the below signing Board of Wasco County Commissioners, support this plan as prepared and approved by Wasco County Community Corrections and the Wasco County LPSCC.

Sincerely,
Wasco County Board of Commissioners

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner

**INTERGOVERNMENTAL AGREEMENT #6552
BETWEEN THE STATE OF OREGON AND WASCO COUNTY**

This Intergovernmental #6552 (Agreement) is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Wasco County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the Department on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, ORS 144.334 provides that the Board of Parole and Post-Prison Supervision may authorize issuance of citations by supervising officers;

Whereas, ORS 144.343 provides that the Board of Parole and Post-Prison Supervision may delegate the authority to impose sanctions as provided in ORS 144.106 and to continue a violator on parole or post-prison supervision with the same or modified conditions;

Whereas, ORS 423.478(2)(a) - (f) assigns responsibility for all offenders on probation, parole, post-prison supervision and those offenders sentenced or revoked for periods of one year or less, and on conditional release to COUNTY;

Whereas, ORS 137.545 and 137.595 provide that courts may delegate the authority to parole/probation officers to impose sanctions for probationers through a system of Structured Sanctions; and

Whereas, ORS 423.555 requires DEPARTMENT, with cooperation from COUNTY, to establish and operate a Statewide Evaluation and Information System and to monitor effectiveness of corrections services provided to criminal offenders under ORS 423.500 to 423.560.

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I. DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement, effective only after all parties have signed and all approvals have been obtained. Plan Modifications are **NOT** Amendments.
- B. Budget Summary: The part of the County Corrections Plan that reflects the amount of County Corrections Grant funds granted by DEPARTMENT to COUNTY to implement the programs in the Plan. The Budget Summary is attached to this Agreement as Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All County agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Community Corrections Plan or Plan: A document developed by the Local Public Safety Coordinating Councils and adopted by COUNTY's governing body pursuant to ORS 423.525 and 423.535 and received by DEPARTMENT's director or designee.
- F. County Community Corrections Plan Modification: A written change or alteration to the County Corrections Plan promulgated by COUNTY modifying the Plan subject to ORS 423.525, effective upon the date the written change or alteration has been submitted to the DEPARTMENT representative under this Agreement.
- G. County Community Corrections Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of county corrections programs including, but not limited to, preventive or diversionary correctional programs, probation, parole, post-prison supervision work release and local correctional facilities and programs for adults on supervision.
- H. Adult on Supervision (AOS): Any person under supervision who is on parole, post-prison supervision, transitional leave, work release, local control, and/or probation status.
- I. Sanctions or Structured Sanctions: A response to adult on supervision violations of conditions of supervision that uses custody units.

- J. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- K. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.

II. AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520, ORS 423.530 and 423.535.

B. Duration

This Agreement will become effective on **July 1, 2023** and will remain in effect until **June 30, 2025** or until terminated according to Section X, captioned TERMINATION.

III. PLAN; PLAN MODIFICATIONS

- A. County Community Corrections Plan: COUNTY will create a County Community Corrections Plan meeting the requirements of ORS 423.525 outlining the basic structure of supervision, services, and local sanctions to be applied to adults on supervision sentenced or convicted of felonies, designated drug-related misdemeanors, or designated person misdemeanors and on supervision in the county. The Plan consists of program descriptions and budget allocations and is included by this reference as part of this Agreement. The Plan must be received and approved by DEPARTMENT before disbursements can be made by COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. COUNTY may modify the Plan according to ORS 423.525 and the administrative rules thereunder governing the support and development of County Corrections Programs. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.

IV. AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties.

V. DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility for correctional supervision and services within its jurisdiction, as outlined in the Plan.
- B. COUNTY shall designate a Community Corrections Manager.
- C. COUNTY will meet the goals for community corrections in Oregon described below:
 - 1. Reduce Criminal Behavior
 - a. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from initial admission to probation.
 - b. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from first release to parole/post-prison supervision.
 - 2. Enforce Court, Board of Parole and Post-Prison Supervision, and Local Supervisory Authority Orders:
 - a. Indicator: the percentage of positive case closures for adults on parole/post-prison supervision.
 - b. Indicator: the percentage of positive case closures for adults on probation.
 - 3. Assist Offenders to Change:
 - a. Indicator: employment rates for adults on supervision.
 - b. Indicator: substantial compliance with treatment requirements.
 - 4. Provide Reparation to Victims and Community

- a. Indicator: the percentage of restitution and compensatory fines collected, owed to victims.
 - b. Indicator: the percentage of community service hours provided by adults on supervision.
- D. Except as otherwise provided by the DEPARTMENT's rules or orders, COUNTY will adopt and implement a continuum of administrative sanctions used by DEPARTMENT and the Board of Parole and Post-Prison Supervision for violators of conditions of probation, parole and post-prison supervision as authorized by ORS 144.106, 144.334, 144.343 and 137.540 and the rules thereunder. COUNTY will manage local control post-prison supervision in accordance with the rules and practices of the Board of Parole and Post-Prison supervision.
- E. COUNTY will follow the Oregon Administrative Rules (OAR's) applicable to community corrections, including but not limited to the following:
 - 1. Computerized Information System Access and Security OAR 291-005-0005 through 291-005-0075.
 - 2. Case Transfer, OAR 291-019-0100 through OAR 291-019-0225.
 - 3. Community Corrections Programs, OAR 291-031-0005 through OAR 291-031-0360.
 - 4. Pre-sentence Investigation, OAR 291-038-0005 through 291-038-0050.
 - 5. Structured, Intermediate Sanctions OAR 291-058-0010 through OAR 291-058-0070.
 - 6. Short-term Transitional Leave, OAR 291-063-0100 through 291-063-0140.
 - 7. Records Management, OAR 291-070-0100 through OAR 291-070-0140.
 - 8. Community Case Management, OAR 291-078-0005 through OAR 291-078-0031.
 - 9. Admission, Sentence Computation and Release, OAR 291-100-0005 through OAR 291-100-0160.
 - 10. Interstate Compact, OAR 291-180-0106 through OAR 291-180-0275.
 - 11. Sex Offenders, Special Provisions, OAR 291-202-0010 through 291-202-0130.
 - 12. Active and Inactive Probation, OAR 291-206-005 through 291-206-0030.
 - 13. Earned Discharge, OAR 291-209-0010 through 291-209-0070.
 - 14. Dangerous Offenders, OAR Chapter 255, Divisions 36 and 37.
 - 15. Release to Post-Prison Supervision or Parole and Exit Interviews, OAR Chapter 255, Division 60.
 - 16. Conditions of Parole and Post-Prison Supervision, OAR Chapter 255, Division 70.

17. Procedures for Response to Parole and Post-Prison Supervision Condition Violations for Offenders Under the Jurisdiction of the Board of Parole and Post-Prison Supervision or Local Supervisory Authority, OAR Chapter 255, Division 75.
 18. Active and Inactive Parole and Post-Prison Supervision, OAR Chapter 255, Division 94.
 19. Archiving, OAR Chapter 166.
- F. COUNTY will follow all applicable Federal and State civil rights laws including, but not limited to:
1. Federal Code, Title 5 USCA 7201 et seq. - Anti-discrimination in Employment.
 2. Oregon Statutes, Enforcement of Civil Rights: ORS 659A.009, 659A.006, and 659A.030.
 3. Americans with Disabilities Act.
- G. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate [. . .] in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information Systems in a complete, accurate, and timely manner. COUNTY agrees to, and does hereby grant DEPARTMENT the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- H. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- I. COUNTY will follow DEPARTMENT prescribed allotment and expenditure reporting system and shall provide this information on each discrete program in the COUNTY Corrections Plan. This system will be used for controlling County Corrections Grant funds by DEPARTMENT and to provide suitable records for an audit. COUNTY will make available to the DEPARTMENT copies of its annual audit report required by ORS 297.425.
- J. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement. If funding is reduced below the amount set out in ORS 423.483, the County may elect to terminate pursuant to Section X, below.

- K. COUNTY will participate in all of the systems that comprise the Statewide Evaluation and Information Systems. COUNTY will enter and keep current information on adults on supervision in the Law Enforcement Data System (LEDS) Enter Probation Record (EPR) System.
- L. COUNTY will retain responsibility for cases transferred to and accepted by another state under the terms of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for parole, post-prison, and probation adults on supervision that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- M. COUNTY will comply with ORS 182.515-182.525. Programs identified by the committee described in ORS 423.150 and receiving any state grant funds shall be evidence based. Evidence based programs are delivered consistent with the findings in research about what works best to reduce recidivism.

VI. DEPARTMENT RESPONSIBILITIES

- A. DEPARTMENT will furnish to COUNTY, in a timely manner, those procedures, directives, records, documents and forms required for COUNTY to meet its obligations.
- B. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. This data includes, but is not limited to, details regarding outcomes noted in Subsection V(C). DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- C. DEPARTMENT agrees to provide COUNTY an opportunity to review and comment on all new or revised administrative rules that have fiscal or programmatic impact on COUNTY.
- D. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- E. If COUNTY ceases to participate in County Corrections programs as described in ORS Chapter 423, DEPARTMENT may recover title and possession to property previously transferred to COUNTY or purchased by COUNTY with County Corrections Grant funds.

- F. DEPARTMENT grants to COUNTY continual access to the DEPARTMENT's computer system at no charge to COUNTY. All costs (including but not limited to any equipment or software upgrades) to ensure this access; however, is the responsibility of COUNTY. If DEPARTMENT's computer is used in any way other than for pass-through of COUNTY data to the DEPARTMENT's system, COUNTY will provide support for additional activities. DEPARTMENT will provide timely notification and technical assistance when changes are made that impact applicable restrictions on the software, if any. If COUNTY uses DEPARTMENT's data circuits or network connections to access a third party jail management system, the terms of the attached Exhibit B apply. If DEPARTMENT determines that COUNTY has not complied with the terms of Exhibit B, DEPARTMENT may immediately suspend COUNTY access to DEPARTMENT's computer system.
- G. DEPARTMENT's Community Corrections Division will administer the provisions of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for adults on parole, under post-prison supervision, and on probation that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- H. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.
- I. DEPARTMENT will provide technical assistance to COUNTY on changes in Oregon Statutes and Oregon Administrative Rules.

VII. FUNDS

- A. The Budget Summary, Exhibit A, lists the County Corrections Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. The Plan and this fully executed Agreement must be received by the DEPARTMENT from the COUNTY. After receipt of both the Plan and the executed Agreement, DEPARTMENT will authorize payments to the COUNTY as scheduled in this Section VII.
- C. The first payment to COUNTY will occur as soon as possible after the DEPARTMENT's budget is legislatively approved and implemented and quarterly thereafter.
- D. The DEPARTMENT will disburse to COUNTY one eighth of the County Correction Grant Funds authorized under this Agreement within 15 days of

each of the following dates; 7/1/23, 10/1/23, 1/1/24, 4/1/24, 7/1/24, 10/1/24, 1/1/25, and 4/1/25.

DEPARTMENT's obligation to disburse County Correction Grant Funds is subject to satisfaction, on the date of each disbursement, of each of the following conditions:

1. COUNTY is in compliance with all terms and conditions of this Agreement;
 2. This Agreement has not been terminated; and
 3. DEPARTMENT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.
- E. Both parties agree that all reallocations of funds between or within programs shall require a County Community Corrections Plan Modification, except that COUNTY may reallocate up to ten percent of funds in any budget category in the approved Plan between or within programs without a County Community Corrections Plan Modification. COUNTY shall notify DEPARTMENT in writing of such reallocation within 30 days after making the reallocation.
- F. Unexpended Funds: Fund balances remaining at the termination of this agreement may be retained by the COUNTY, upon approval by the DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- G. Supervision fees collected by COUNTY will be used to offset costs of supervising the probation, parole, post-prison supervision or other supervised release pursuant to ORS 423.570 and its administrative rules, as amended from time to time.
- H. Unauthorized Expenditures: Any County Corrections Grant Funds expended for unauthorized purposes will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT upon request.
- I. For purposes of the delivery of field corrections services, DEPARTMENT recognizes COUNTY as an ongoing partner for all County Corrections appropriations provided by the State of Oregon Legislature according to ORS 423.475 to 423.565.
- J. Funding for Sexually Violent Dangerous Offenders: After receipt and

review of an invoice from the COUNTY, DEPARTMENT will reimburse COUNTY at the daily rate established by the DEPARTMENT for the intensive supervision of adults on supervision designated as sexually violent dangerous offenders by the Court or Board of Parole and Post-Prison Supervision only from the amount specifically appropriated for the increased level of supervision of such adults on supervision.

- K. In the event that the COUNTY retains funds to spend in the next biennium under Subsection VII(F), then Subsections VII (D)-(G) and (I)-(J) will survive termination or expiration of this Agreement.

VIII NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee shall biennially review COUNTY's compliance with this Agreement under ORS 423.500 to 423.560. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.
- B. If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with this Agreement or Plan, DEPARTMENT shall contact COUNTY regarding the alleged noncompliance and offer technical assistance to reach compliance. If COUNTY does not resolve the alleged noncompliance, DEPARTMENT shall, after giving COUNTY not less than 30 calendar days' notice, conduct a hearing to ascertain whether there is substantial compliance or satisfactory progress being made toward compliance. After technical assistance, which may include peer review or other assistance, is provided and the hearing occurs, DEPARTMENT may suspend any portion of the funding made available to COUNTY under ORS 423.500 to 423.560 until County complies as required.
- C. In the event that a dispute arises, COUNTY may appeal to the Director of the Department of Corrections.

IX INDEMNIFICATION COUNTY shall comply with the contribution, ADR, subcontractor indemnity and subcontractor insurance requirements set forth in Exhibit C.

X TERMINATION

- A. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension, but this Agreement may be extended only by written Amendment.
- B. It is understood and agreed by the parties hereto that if any part, term or

provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of this Agreement including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.

- C. If COUNTY chooses to discontinue participation in the Plan as described in this Agreement and ORS 423.483(2), COUNTY may terminate participation at the end of any month by delivery of a resolution of the Board of Commissioners to the DEPARTMENT's Director or the Director's designee not less than 180 calendar days before the date on which COUNTY intends to discontinue its participation. Termination of COUNTY participation may occur only at the end of a month. This Agreement will terminate on the same date that COUNTY discontinues its participation in the Plan.
- D. If COUNTY terminates participation, the following will apply:
 - 1. The responsibility for correctional services transferred to COUNTY and any unused County Corrections Grant funds will revert to DEPARTMENT.
 - 2. The responsibility for supervision of and provision of correctional services to misdemeanor offenders does not revert to DEPARTMENT under any circumstances except those of adults on supervision convicted of designated drug-related misdemeanors or designated person misdemeanors.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon fails to provide any funding. If there is reduced state funding as described in ORS 423.483, County may terminate the Agreement as described herein.

XI COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V 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 those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. DEPARTMENT's performance under this Agreement is conditioned upon COUNTY's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, as amended from time to time, which are made applicable to this

Agreement and incorporated herein by this reference. All employers, including COUNTY, that employ subject workers who work under this Agreement 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. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require County or Department to act in violation of state or federal law or the Constitution of the State of Oregon.

XII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration or termination, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of: (i) the date that is not less than six (6) years following the Agreement expiration or termination date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees that full access to DEPARTMENT will be provided in preparation for and during litigation and that copies of applicable records shall be made available upon request and payment by DEPARTMENT for the COUNTY's cost to produce the copies.

XIII SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, IX, X, XI, XII, XIII, and XIV.

XIV GOVERNING LAW; JURISDICTION; VENUE

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

XV WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVI EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

XVII MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written agreement will be valid or binding. This Agreement will supersede all previous communications, representations, whether verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

WASCO COUNTY
BOARD OF COMMISSIONERS

Jeremiah Stromberg, Asst. Director

Chair

Date

Date

Approved for Legal Sufficiency
Oregon Attorney General's Office:

/s/ Sam Zeigler per email dated 5/4/21
Assistant Attorney General

EXHIBIT A
BUDGET SUMMARY
WASCO COUNTY
(to be added by DEPARTMENT after
COUNTY submission of the County Corrections Plan)

EXHIBIT B

WASCO COUNTY

NETWORK ACCESS BY COUNTY

1. COUNTY jail users will be permitted to use existing DEPARTMENT data circuits to access third party systems. Access is permitted for jail management system application users only. COUNTY jail users will not be permitted to use DEPARTMENT circuits for video conferencing, Real Audio, Internet access, applications that require large amounts of bandwidth, or other jail management software online service or system unless approved by DEPARTMENT. COUNTY jail users will be permitted to use DEPARTMENT's data circuits for video image transmissions using a NIST standard (available from DEPARTMENT upon request).

- A. All network traffic covered by this agreement will employ TCP/IP network protocols.
- B. DEPARTMENT will continue its policy of only providing one router to each county. This means that if COUNTY's jail and the parole and probation office are located in separate buildings, COUNTY will be responsible for providing a connection between the two buildings.

2. COUNTY understands and acknowledges that DEPARTMENT is subject to the public records provision of ORS 192.311 through 192.478 and other applicable laws and administrative rules which establish uniform guidelines and procedures for the release of information from DEPARTMENT's computer system.

**EXHIBIT C
INDEMNIFICATION
WASCO COUNTY**

Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Indemnification by Subcontractors

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Subcontractor Insurance Requirements

GENERAL

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

TYPES AND AMOUNTS

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

"TAIL" COVERAGE If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 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 24-month period described above, then the contractor may request and the Department may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

CERTIFICATE(S) OF INSURANCE County 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) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



MOTION

SUBJECT: IGA 6552

I move to approve Grant In Aid IGA 6552 between Wasco County and the State of Oregon for the creation and administration of the County Community Corrections Plan.



MEMORANDUM

SUBJECT: Transitional Housing Program Agreements

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FRITZ BACHMAN

DATE: AUGUST 1, 2023

BACKGROUND INFORMATION:

In April of 2022, the Oregon Health Authority announced the IMPACTS Grant – Improving People’s Access to Community-based Treatment.

The Wasco County Local Public Safety Coordinating Council (LPSCC) met to discuss applying for the grant and decided we could request funding for two key areas:

1. An update to the Frequent Utilizers Report last completed in 2017
2. Funding for expanded housing, serving those with behavioral health needs identified in the Frequent Utilizers report

After planning with regional partners, in July of 2022, Wasco County LPSCC applied for this grant having identified the following entities for service delivery:

1. CUNY ISLG: City University of New York’s Institute for State & Local Governance. This team had previously collected the data and authored the 2017 Frequent Utilizers Report, and were willing to do so again.
2. Bridges to Change. In partnership with Mid-Columbia Center for Living, this funding would revitalize and staff a new housing program at the La Casa Vida property owned by MCCFL. Bridges to Change would manage the housing program day-to-day with clinical case management support provided by MCCFL.

In October of 2022 we learned that Wasco County had been awarded the following grant funding:

- \$10,000 for the Frequent Utilizers Report
- \$162,656 for the La Casa Vida transitional housing program

- \$5,500 for stipends to support public volunteer members with lived experience to participate in multidisciplinary meetings such as LPSCC and the Columbia Gorge Crisis Resolution Center (CGCRC) Advisory Council

Given the build-up time to prepare data for the report and prepare the housing property, expenses would not occur until the following summer. A separate Data Use Agreement between CUNY ISLG and the data custodians was signed by Wasco County in December of 2022 but not fully executed until February of 2023. Data collection and housing site prep has occurred since that time.

At the beginning of August 2023, the frequent utilizers report was finally completed and the La Casa Vida program is now ready for residents as well. Bridges to Change and MCCFL have signed a separate agreement covering their joint oversight of the La Casa Vida property. Wasco County LPSCC and the CGCRC Advisory Council have also identified and hosted volunteer public members with lived experience to participate in their meetings at a stipend of \$50 per meeting attended, which encourages quality feedback from the public and those impacted by programs.

Today's agreement between Wasco County and Bridges to Change allows funding from the IMPACTS grant, through Wasco County, to begin paying for the day-to-day operations of the La Casa Vida housing program. This is the amount of \$162,656 dedicated to housing. Wasco County Community Corrections is brokering the necessary quarterly reports of this program to the State as this grant continues. The intent of the La Casa Vida housing program is to provide low-barrier housing options for frequent utilizers of system resources, including the hospital and the jail, as well as reduce recidivism and provide any necessary outpatient behavioral health rehabilitation to the residents. Bridges to Change and MCCFL are excited to get this program running at full capacity as qualifying residents are identified.

TRANSITIONAL HOUSING AND SUPPORT SERVICES PROGRAM

PERSONAL SERVICES CONTRACT

This Contract is by and between Wasco County (“**COUNTY**”) and Bridges To Change (“**PROVIDER**”), for the performance of transitional housing and support services for the Community Corrections Department of COUNTY in its goal to reduce criminal behavior by promoting positive change in individuals.

A. RECITALS

COUNTY has the need for the services of an organization with particular ability, knowledge and experience as possessed by PROVIDER. PROVIDER is an established provider of the transitional housing and support services as outlined in the Scope of Work, and has a long standing positive working relationship with several Oregon counties and their Community Corrections departments. COUNTY has determined that PROVIDER is qualified and capable of performing the professional services as COUNTY requires, under the terms and conditions set forth.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

Exhibit A: Scope of Work

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to no later than June 30, 2024 and may be extended for additional periods of time upon mutual agreement of both parties.

2. Scope of Work

2.1 Required Services. PROVIDER shall provide all services and deliver all materials as specified in the attached Exhibit A. All services and materials shall be provided by PROVIDER in accordance with the Exhibit in a competent and professional manner.

2.2 Special Requirements.

- i. **Confidentiality of Information.** The use or disclosure by any party of any information concerning a recipient of Services purchased under this Contract, for any purpose not directly connected with the administration of COUNTY’S or the PROVIDER’S responsibilities with respect to such purchased Services, is prohibited, except on written consent of COUNTY.

ii. **Client Records.** PROVIDER shall appropriately secure all records and files to prevent access by unauthorized persons. PROVIDER shall, and shall require its employees and subcontractors to comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of client records.

iii. **Media Disclosure.** PROVIDER shall not provide information to the media regarding Services purchased under this Contract without first consulting COUNTY. PROVIDER will make immediate contact with COUNTY'S office when media contact occurs. COUNTY will assist PROVIDER with an appropriate follow-up response for the media.

3. Compensation

3.1 Payment. PROVIDER shall complete the Scope of Work as defined above for the following programs:

Stabilization Housing, not to exceed \$139,956 in this fiscal year:
\$5,400 total bed rate per month for Stabilization Housing
\$5,219 for one Certified Recovery Mentor per month
\$1,044 for one Onsite House Manager per month

Total Monthly Costs for Stabilization Housing: \$11,663

Each month PROVIDER will provide an itemized statement, which will include the following for each associated program:

Stabilization Housing:

- a. Name/Address of residence
- b. Name of individuals housed
- c. Date of entry
- d. Offender status:
 - i. Seeking other clean and sober housing (location)
 - ii. Seeking employment (hours per week)
 - iii. Support group attendance (how many per week)
 - iv. Treatment status (enrolled and agency)
 - v. New criminal activity (Yes or No)
 - vi. House rule violations (number and reason)
- e. Exit date
- f. Date of last safety inspection
- g. Report any repairs that need to be made

Additional Recovery Mentors:

- a. Names of clients being mentored
- b. Offender status:
 - i. Seeking clean and sober housing (location)
 - ii. Seeking employment (hours per week)

- iii. Support group attendance (how many per week)
- iv. Treatment status (enrolled and agency)
- v. New criminal activity (Yes or No)
- vi. Supervision violations (type)

3.2 Payments. COUNTY will review PROVIDER's invoice and within ten (10) days of receipt notify PROVIDER in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, COUNTY shall pay the invoice amount in full within thirty (30) days of invoice date.

4. PROVIDER is an Independent Contractor

PROVIDER shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While COUNTY reserves the right to set the schedule and evaluate the quality of PROVIDER's completed work, COUNTY cannot and will not control the means and manner of PROVIDER's performance. PROVIDER is responsible for determining the appropriate means and manner of performing work. PROVIDER is responsible for all federal and state taxes applicable to compensation and payment paid to PROVIDER under the Contract and will not have any amounts withheld by COUNTY to cover PROVIDER's tax obligations. PROVIDER is not eligible for any COUNTY fringe benefit plans.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

COUNTY: Fritz Bachman, Director
Wasco County Community Corrections
421 East Seventh Street, Annex B
The Dalles, OR 97058

Tyler Stone, Administrative Officer
Wasco County
511 Washington Street, Suite 101
The Dalles, OR 97058

PROVIDER: Monta Knudson, Executive Director
Bridges To Change
PO Box 16576
Portland, OR 97292

6. Indemnification

To the extent permitted by applicable law, PROVIDER shall defend, save, and hold COUNTY harmless and its officers, agents, and employees from and against any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the operations of the PROVIDER, including but not limited to the activities of PROVIDER or its officers, employees, agents or subcontractors under this Agreement. PROVIDER shall not be deemed an agent of COUNTY under the Oregon Tort Claims Act.

7. Insurance Requirements

7.1 PROVIDER shall procure and maintain in force, for the entire duration of this Contract, insurance providing coverage for bodily injury and property damage which may arise out of the operations of the PROVIDER or its subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.

7.2 **PROVIDER shall furnish to COUNTY a certificate of insurance evidencing the existence of all insurance coverages required by this contract prior to the commencement of any work.**

7.3 **Notice of Cancellation or Change.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days' written notice from this PROVIDER or its insurer(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by COUNTY.

7.4 **Personal Services Contracts:**

i. **Contracts shall have the following:**

- a. Commercial General Liability ("CGL")
 - i. Each occurrence \$2,000,000
 - ii. Aggregate \$4,000,000
 - iii. Operations \$2,000,000
 - 1. Products and Completed
 - iv. Personal/Advertising Injury \$2,000,000
- b. Auto Liability
 - i. Combined Single \$2,000,000
- c. Workers' Compensation
 - i. Statutory Limits
 - ii. Employers Liability
 - 1. \$1,000,000

- ii. **Professional Liability Coverage:** Professional Liability Coverage covering any damages caused by an error, omission or any negligent or wrongful acts related to the services to be provided under this contract. Per occurrence (for all claimants for claims arising out of a single accident or occurrence) in the amount of \$2,000,000 and \$4,000,000 Professional Aggregate.

- 7.5 PROVIDER shall endorse the CGL to include COUNTY as an “additional insured”, including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate.
- 7.6 PROVIDER’S insurance shall be primary and not excess to, or contributory with any insurance coverage provided by COUNTY. PROVIDER’S insurance shall be endorsed to provide project specific aggregate limits with respect the project covered by this Contract.
- 7.7 CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two years after the work has been completed.

8. Workers’ Compensation

- 8.1 PROVIDER, its subcontractors if any, and all employers working under this Contract are subject employers under the Oregon Workers’ Compensation Law and shall comply with ORS 656.017, which requires them to provide workers’ compensation coverage for all subject workers.
- 8.2 PROVIDER warrants that all persons engaged in Contract work and subject to the Oregon Workers’ Compensation Law are covered by a workers’ compensation plan or insurance policy that fully complies with Oregon law. PROVIDER shall indemnify COUNTY for any liability incurred by COUNTY as a result of PROVIDER’s breach of the warranty under this paragraph.

9. Assignment

PROVIDER may not assign any of its responsibilities under this Contract without COUNTY’s prior written consent, which consent may be withheld in COUNTY’s sole discretion. PROVIDER may not subcontract for performance of any of its responsibilities under this Contract without COUNTY’s prior written consent, which consent shall not be unreasonably withheld.

10. Labor and Material

PROVIDER shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and

completion of all Contract work, all at no cost to COUNTY other than the compensation provided in this Contract.

11. Ownership of Work and Documents

All work performed by PROVIDER and compensated by COUNTY pursuant to this Contract shall be the property of COUNTY upon full compensation for that work performed or document produced to PROVIDER, and it is agreed by the parties that such documents are works made for hire. PROVIDER hereby conveys, transfers and grants to COUNTY all rights of reproduction and the copyright to all such documents.

12. Health Insurance Portability and Accountability Act.

12.1 If the Services funded in whole or in part with financial assistance provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), PROVIDER agrees to deliver the Services in compliance with HIPAA. Without limiting the generality of the foregoing, Services funded in whole or in part with financial assistance provided under this Contract are covered by HIPAA. Contractor shall comply and cause all Providers to comply with the following:

12.2 Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between PROVIDER and COUNTY for purposes directly related to the provision of services to PROVIDER'S clients, which are funded in whole or in part under this Contract. However, PROVIDER shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Oregon Privacy Rules, OAR 410-014-0000 et Seq., or COUNTY policy.

13. Termination for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, COUNTY may terminate all or part of this Contract upon determining that termination is in the best interest of COUNTY by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against PROVIDER. Upon termination under this paragraph, PROVIDER shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) COUNTY has against PROVIDER. Pursuant to this paragraph, PROVIDER shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by PROVIDER. COUNTY shall not be liable for any costs invoiced later than thirty (30) days after termination unless PROVIDER can show good cause beyond its control for the delay.

14. Termination for Cause

COUNTY may terminate this Contract effective upon delivery of written notice to PROVIDER, or at such later date as may be established by COUNTY, under any of the following conditions:

- 14.1 If COUNTY funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- 14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 14.3 If any license or certificate required by law or regulation to be held by PROVIDER to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. Termination for Default

Either COUNTY or PROVIDER may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If PROVIDER fails to perform in the manner called for in this Contract or if PROVIDER fails to comply with any other provisions of the Contract, COUNTY may terminate this Contract for default. Termination shall be effected by serving a notice of termination on PROVIDER setting forth the manner in which PROVIDER is in default. PROVIDER shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

16. Remedies

In the event of breach of this Contract the parties shall have the following remedies:

- 16.1 If terminated under paragraph 14 by COUNTY due to a breach by PROVIDER, COUNTY may complete the work either itself, by agreement with another contractor, or by a combination thereof.
- 16.2 In addition to the above remedies for a breach by PROVIDER, COUNTY also shall be entitled to any other equitable and legal remedies that are available.

- 16.3 If COUNTY breaches this Contract, PROVIDER's remedy shall be limited to termination of the Contract and receipt of Contract payments to which PROVIDER is entitled.
- 16.4 COUNTY shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by COUNTY, PROVIDER shall immediately cease all activities related to the services and work under this Contract. As directed by COUNTY, PROVIDER shall, upon termination, deliver to COUNTY all then existing work product that, if the Contract had been completed, would be required to be delivered to COUNTY.

17. Nondiscrimination

During the term of this Contract, PROVIDER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

18. Governing Law; Jurisdiction; Venue

This Contract 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 COUNTY and PROVIDER that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States Court for the State of Oregon.

19. Compliance with Laws and Regulations

PROVIDER shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, PROVIDER expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: a) All applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; b) All state laws governing operation of Addictions and Community Mental Health Programs; c) All state laws requiring reporting of Client abuse; d) ORS 659A.400 to 659A.409, ORS 659A.145, and all regulations and administrative rules established pursuant to those laws. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated.

20. Experience, Capabilities and Resources

By execution of this Contract, the PROVIDER agrees that: PROVIDER has the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract. PROVIDER has the capabilities and resources necessary to perform the obligations of this Contract.

21. Documents

All work in its original form, including, but not limited to, documents, notes, papers, computer programs, diaries, recordings and reports performed or produced by PROVIDER under this contract shall be the exclusive property of the COUNTY and shall be delivered to COUNTY prior to final payment.

22. Access to Records

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, COUNTY, and its duly authorized representatives shall have access to PROVIDER's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, PROVIDER shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. PROVIDER shall provide full access to these records to COUNTY, and its duly authorized representatives in preparation for and during litigation.

23. Representations and Warranties

PROVIDER represents and warrants to COUNTY that (1) PROVIDER has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of PROVIDER enforceable in accordance with its terms, (3) PROVIDER shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

24. Attorney Fees

In case a suit or action is instituted to enforce the provisions of this Contract, the parties agree that the losing party shall pay such sums as the court may adjudge reasonable for attorney fees and court costs, including attorney fees and costs on appeal.

25. Limitation of Liabilities

COUNTY shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

26. Confidentiality

PROVIDER shall maintain the confidentiality of any of COUNTY's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent PROVIDER from establishing a claim or defense in an adjudicatory proceeding. PROVIDER shall require similar agreements from COUNTY's and/or PROVIDER's subproviders to maintain the confidentiality of information of COUNTY.

PROVIDER shall ensure that patient's privacy is protected and that confidential records are secure from unauthorized disclosure consistent with the HIPPA confidentiality requirements of 45 CFR parts 160 and 164, and consistent with other state or federal regulations governing privacy and confidentiality.

27. Force Majeure

PROVIDER shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

28. Waivers

No waiver by COUNTY of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by PROVIDER of the same or any other provision. COUNTY's consent to or approval of any act by PROVIDER requiring COUNTY's consent or approval shall not be deemed to render unnecessary the obtaining of COUNTY's consent to or approval of any subsequent act by PROVIDER, whether or not similar to the act so consented to or approved.

29. Severability

Any provisions of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

30. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

31. Integration

This Contract, including the attached exhibits contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract.

32. Amendments

This Agreement shall not be waived, altered, modified, supplemented, or amended in any manner without a duly executed Amendment. Any amendments to this Agreement shall be effective only when reducing to writing and signed by both parties as below.

33. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

34. Compliance with Oregon Tax Laws

The undersigned is authorized to act on behalf of PROVIDER and that PROVIDER is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

WASCO COUNTY, OREGON

Date: September 6, 2023

STEVEN D. KRAMER
Commission Chair

SCOTT C. HEGE
Vice-Chair

PHILIP L. BRADY
County Commissioner

WASCO COUNTY COMMUNITY CORRECTIONS

Date: _____

FRITZ BACHMAN
Director, Wasco County Community Corrections

BRIDGES TO CHANGE

Date: _____

MONTA KNUDSON
Executive Director, Bridges To Change
PO Box 16576
Portland, OR 97292

Tax Id. No. 76-0751239

APPROVED AS TO FORM

Date: _____

KRISTEN A. CAMPBELL
Wasco County Counsel

Exhibit A

Scope of Work

PROVIDER agrees to provide transitional housing and recovery mentor support services to residents referred by COUNTY as agreed upon in this Contract. The housing programs and services executed by PROVIDER for COUNTY are outlined in this document.

GENERAL INFORMATION

Wasco County Community Corrections (WCCC) supervises adults who often face various challenges in their lives including drug and alcohol addiction, mental health concerns, homelessness, unemployment, and specific legal requirements. Recovery Mentoring and Transitional Housing provides the support and stable environment to better address these challenges. The target population is individuals supervised by WCCC who are in need of mentoring or housing. Most offenders receiving services will be assessed as having a medium to high risk of recidivism. Those referred to mentoring services or transitional housing may include, but are not limited to:

- Adults recently released from prison or jail
- Adults with a past history of violence
- Adults diagnosed with disabilities or morbidities including substance abuse, mental illness, physical limitations and/or cognitive impairment

GEOGRAPHIC BORDERS/LIMITATIONS & SERVICE AREAS

Services are restricted to individuals who are supervised by WCCC who are living in or returning to Wasco County.

SERVICE DESCRIPTION

Services consist of staffed alcohol- and drug-free housing with recovery mentoring services. The program focuses on adults identified with drug and alcohol use disorders. The housing programs operate under specific rules and regulations following guidelines for alcohol- and drug-free housing. The Recovery Mentor program follows the guidelines of Certified Recovery Mentors as defined by the Addiction Counselor Certification Board of Oregon.

Stabilization Housing

The Stabilization House may serve up to ten male participants. The number of referred clients may be increased upon mutual agreement of both Provider and WCCC. The Stabilization House will staff one Onsite House Manager and one Recovery Mentor. This staff is hired and managed by Provider. Wasco County and WCCC are not responsible for this staff. Wasco County and WCCC are not responsible for any property damage or other liability incurred by any house resident or as a result of their actions.

Transitional Housing

Transitional Houses will accommodate and consider WCCC clients but may also house non-offenders. The WCCC clients must meet the requirements of the Transitional House in order to qualify for residency. Transitional Houses have one resident house manager. This resident is managed by Provider. Wasco County and WCCC are not responsible for the house manager or other house residents. Wasco County and WCCC are not responsible for any property damage or other liability incurred by any house residents or as a result of their actions.

Additional Recovery Mentors

Recovery Mentors provide daily orientation to clients. This includes but is not limited to establishing and maintaining appropriate boundaries and ethics. Recovery Mentors follows the guidelines of Certified Recovery Mentors as defined by the Addiction Counselor Certification Board of Oregon. Additional duties are described in the Recovery Mentor Program Duties below. This staff is hired and managed by Provider. Wasco County and WCCC are not responsible for this staff. Wasco County and WCCC are not responsible for any property damage or other liability incurred by any house residents or as a result of their actions.

BASE SERVICES

Provider shall provide to Wasco County Community Corrections transitional housing, case management, and recovery mentor support services to supervised offenders. Provider will work with getting clients stabilized in housing who otherwise would not be successful in a traditional transitional housing program. Provider will work in collaboration with WCCC, community partners and employment service providers. Goals are to assist clients to find stability so they can successfully access more structured services. Provider will work closely in collaboration with WCCC to assist clients in successful in transitioning out of stabilization housing into appropriate programing.

FUNDING

Funding of the work described in this document is not guaranteed. Fluctuations in funding year to year should be expected. The County cannot assure that any particular level of work will be provided and the contract will permit the County to add or remove work as necessary depending on availability of funding.

Stabilization Housing

The Stabilization House will serve up to ten male participants at the defined monthly bed rate. The number of referred clients may be increased upon mutual agreement of both Provider and WCCC. The Stabilization House will staff one Onsite House Manager and one Recovery Mentor at the defined monthly rates.

Transitional Housing

WCCC does not pay a bed rate for any residents at Transitional Houses.
WCCC does not pay for any staff assigned to Transitional Houses.

Additional Recovery Mentors

WCCC does not pay for any additional Recovery Mentors beyond the staff assigned to the Stabilization House.

HOUSE STAFFING

Stabilization Housing

Stabilization Housing consists of two staff members: an Onsite House Manager and a Recovery Mentor. The Onsite House Manager provides recovery-focused activities and support. The Onsite House Manager also provides oversight of the house and assistance to the treatment team, mentors, and WCCC staff as needed. The Recovery Mentor is scheduled to provide oversight throughout the day, swing shifts, evenings and weekends as needed. The Recovery Mentor assists in the following additional areas:

- Applying for health care
- Managing medication access
- Accessing MH treatment
- Accessing SSI/SSD
- Job readiness and employment searching as applicable
- Reinforcing pro-social behaviors
- Providing skills groups
- Guiding them through the phases of the program supportively
- Following through with health care appointments
- Accessing recovery support
- Organizing recovery networks
- Collaborating with treatment providers

- Other case management duties requested

This staff is hired and managed by Provider. Wasco County and WCCC are not responsible for this staff.

Transitional Housing

A standard Transitional House consists of a resident house manager.

This resident is managed by Provider. Wasco County and WCCC are not responsible for the house manager or other house residents.

RECOVERY MENTOR PROGRAM

To provide added support for those offenders who are in need of more direct assistance due to the client's limited or diminished physical or cognitive ability, Recovery Mentors will be matched to clients who need and/or would benefit from these services.

Qualifications and duties of Recovery Mentors are as follows:

Qualifications

- 1) General Qualifications - The Mentor should be:
 - a. An ex-offender who has experience with the criminal justice system;
 - b. Not under federal or state supervision for at least five years;
 - c. At least ten years released from a correctional institution and, while in prison, was never involved in or assisted with an escape or involved with contraband;
 - d. Living a crime-free and pro-social lifestyle for at least five years; and
 - e. Has the ability to enter a correctional institution as a contracted representative of WCCC.
- 2) Specific Qualifications - The Mentor must demonstrate the ability and capacity for:
 - a. Having a clear understanding and practical knowledge of criminal needs, risk, addiction and relapse issues;
 - b. Teaching and coaching clients on subjects/issues such as life skills, personal finance, medical access/management and self-sufficiency;
 - c. Holding clients accountable for their actions;
 - d. Knowing and familiar with community resources that would benefit this target population and the Mentor is presently active in the recovery community;
 - e. Being flexible and able to adjust their personal schedule and time to meet the client's needs;
 - f. Having strong communication skills;
 - g. Being reliable, trustworthy and dependable in their personal conduct; and a

- h. Commitment and willingness to work with the criminal justice population and the criminal justice system.

Duties

- 1) Provide services in a manner that demonstrate a sensitivity and understanding of the client's cultural background, criminality, developmental stage, gender, and must be able to serve clients identified with special need conditions, such as mental health, deaf/hearing impaired, or other mental/physical disabilities.
- 2) Provide an orientation to all prospective clients that includes but is not limited to establishing and maintaining appropriate boundaries and ethics.
- 3) Provide transportation and/or accompany clients to appointments to insure participation.
- 4) Mentors must have a valid State of Oregon driver's license and personal automobile insurance.
- 5) Attend and participate in WCCC staff meetings as requested.
- 6) Display effective crisis intervention and relapse prevention skills.
- 7) Allow visitations to occur with a client's child(ren), and work with the State of Oregon Department of Human Services (DHS), as needed.
- 8) Report to WCCC staff regarding any relapse or illegal activity.
- 9) Provide entry and exit information on clients, including progress reports.

STABILIZATION HOUSE MANAGEMENT PROCEDURES

Referrals

All referrals will be made directly from WCCC staff. A client referral form will be completed by WCCC staff and emailed, mailed, faxed, or hand delivered by the client to the Provider prior to the client's placement into housing services.

Intake

All clients referred to these services will go through an intake process to determine appropriateness for placement into Provider's housing program. The intake process will occur on the same day as the referral unless other arrangements have been made and agreed to by WCCC staff and the Provider. In the event a client is denied service and the referral source disputes the decision, the WCCC Director or designee will review the referral and mediate to resolve the dispute. For each client referred for services, the Provider will notify WCCC referral staff within one business day of the intake, of any of the following conditions:

- a) Failure to appear for an intake interview; or
- b) Denial of placement into housing services.

Orientation

All clients accepted into housing services will receive an orientation conducted by the Provider, within one business day of arrival at the facility. The orientation will include, but is not limited to, written and oral information about the following:

- a) Client expectations for active participation in program services;
- b) Program rules and policies;
- c) Criteria and conditions for program completion; and
- d) Provider will provide translation for clients with language limitations.

Provider will create a seamless transition for each client to include continuity of care with existing caseworkers, outside services, and health resiliency team collaboration that may already exist.

A release of information (ROI) will be completed at this time to allow for communication with relevant agencies, treatment programs, physicians, etc. to flow back and forth between the parties to assist in an informed service delivery. At a minimum, a ROI will be obtained for all criminal justice and other agencies having a direct professional interest in the client, e.g., WCCC, District Attorney's Office, judiciary, treatment providers, etc. Failure to sign such a release will disqualify clients from these services.

For clients who have been recently released from a correctional facility and have not had the time or lack the ability/resources to access food or meals, the Provider will provide a food box on the day of arrival in addition to meal assistance listed in the Housing Requirements below.

For clients who need to complete and submit an application for tenancy (depending on the type of housing accessed), the Provider will assist the client at this time in completing and submitting the necessary paperwork.

Housing Requirements

Housing will be safe (e.g., appropriate number of and functional smoke detectors and fire extinguishers, emergency evacuation procedures posted in the building, fully stocked first aid kits, spill containers, etc.), clean and meet all applicable federal, state and local housing codes and regulations, including the American Disabilities Act.

Rooms must contain appropriate furnishings. Appropriate furnishings will include, but are not limited to: a bed, bedding, linens, bath towel, chair, table and dresser (or storage for personal items).

Provider will offer assistance with meals that includes, but is not limited to:

- a) Referrals, as necessary, to agencies that distribute food boxes or resources that provide basic food items (especially important for recently released clients who have not yet connected with other food distribution resources).

- b) Referrals to or assistance with procuring SNAP benefits (food stamps).
- c) Provision of meals or vouchers to obtain meals.

Provider's facility shall have an identified area that can be used for food preparation, cooking and storage.

Provider's facility shall have on-site or reasonable access (2 blocks or less) to laundry facilities.

Provider's facility shall have designated areas that can be used for counseling, interviewing and/or group sessions.

Provider will provide 24-hour supervision of housing and compliance with housing rules. To ensure that adequate response and follow-through for emergency situations are available to clients at all times, the Provider will provide the following services:

- a) Resource and emergency information will be posted on each floor that provide instructions on actions to be taken regarding a fire, medical emergency, lost key, emergency maintenance, self-harm thinking, etc.; and
- b) After-hours staff coverage or a reliable system in place that will allow for immediate response to emergencies. Coverage shall be in effect 24 hours a day, seven days a week.

Provider will have clear written policies and procedures concerning security and response to violations that are in effect 24-hours a day, seven days a week. Responsibilities for procedures shall be assigned to designated staff and include the following tasks:

- a) Monitor all client appointments and other activities outside the facility.
- b) Implement a client-sign-in and sign-out process for all appointments and activities occurring outside the facility.
- c) Establish a centralized location that allows clients to check-in/out, which will assist in monitoring their movement and determining on-site presence or absence.
- d) Develop a plan and process for locating clients when their whereabouts cannot be confirmed and/or who have been absent from the premises or visual sight longer than 24-hours. Included in the plan will be a communication process that immediately notifies WCCC staff when this situation occurs.

In cases where the client is causing significant disruption/danger to the housing facility and/or other clients or is involved in a critical incident that poses a threat or risk of danger to the community, the Provider may require the client to move within 24 hours. When this occurs, the Provider will immediately notify WCCC staff of their decision and reason to terminate service.

The Provider will conduct regular room inspections or “welfare checks.” Welfare checks will primarily be used to determine a client’s whereabouts particularly when they have been absent from the premises or have not been seen longer than a 24-hour period.

Case Management Service Description

The level and intensity of case management services will vary based on the type of housing program offered by the Provider. Regardless of the level and intensity, case management, when applicable, will be provided on-site, during generally recognized business hours and work week (e.g., 8:00 AM to 5:00 PM, Monday through Friday). The main responsibility of the residential house manager is to provide and coordinate a wide range of supportive and recovery-based services for adults involved in the criminal justice system and who are assessed by WCCC as high-risk to recidivate and high-need, with medical, developmental, and/or mental health disability(ies). General duties include working with each person to assess current needs and develop housing goals, coordinate access to other community-based services, and assist clients in achieving goals outlined in their Care Plans. Specific duties include, but are not limited to:

- a) Develop and Implement an individualized housing plan based on their Care Plan which includes identified needs from the client, WCCC, significant others and any additional parties/stakeholders involved with the client. The plan will be reviewed regularly and updated, as needed, throughout the client’s stay in housing.
- b) Update clients Care Plan which includes health, behavioral and social needs. Make referrals to other service providers in the community when further assessment and/or long term service delivery needs are indicated. Create a system that incorporates regular review and follow-up of the client’s needs to ensure they are being appropriately addressed as the client progresses in the housing program.
- c) Develop and maintain a coordinated communication process and flow among WCCC staff, client, client’s family members, and other service agencies having a direct association with the client. This would include, but is not limited to, addressing ways to improve service coordination with other programs or providers within the organization or within the community.
- d) Facilitate and update Care Plans upon entry and exit from the program.
- e) Provide advocacy and navigation strategies, as needed, for clients with other service providers, agencies, and systems.
- f) Provide crisis intervention services, as needed, and ensure that each client has a current crisis plan.
- g) Maintain client logs, files and case notes and prepare weekly, monthly and quarterly reports, as required. A client occupancy report is to be sent to WCCC staff weekly.
- h) Attend and participate in various client and staff meetings.
- i) Implement quality assurance measures that evaluate effectiveness of housing services and the resident’s progress in the housing program.

Discharge Summary (Updated Care Plan at Exit)

Prior to completion of these services, the Provider's staff shall perform the following duties:

- a) Develop a discharge summary by updating the care plan in conjunction with each client and with input, when possible, from the client's supervising PO using a standard format provided by WCCC. The plan will be updated within five days prior to client's leaving program services. The plan will be sent to WCCC upon request.
- b) Ensure that the plan is consistent with the client's conditions of supervision, especially addressing the housing or living arrangements and employment (if applicable).
- c) Depending on the Provider's service continuum, clients may be eligible, upon completion of services, to transfer to a semi- or more permanent housing placement within the Provider's organization based on criteria established by the Provider.

Case Files

Provider will develop and maintain a case file for each client enrolled in these services. The file will contain, at a minimum, the following:

- a) Personal client information form (one page face sheet) that includes general identification and emergency contact information;
- b) WCCC-developed intake and exit data forms;
- c) Appropriate releases of information;
- d) Care Plans to include domains listed on WCCC Case Plans;
- e) Progress notes that reflect client's progress on the case plan, report ongoing and consistent communication between Provider and WCCC staff;
- f) Evidence that referrals to other agencies/services are occurring (when applicable);
- g) When financial arrangements are in effect between the Provider and client (i.e., client copayment), the file reports and records fee collections;
- h) When substance abuse testing (e.g., urinalysis) is being performed randomly on-site, testing results are reported and recorded.
- i) Completed Care Plan.
- j) Client's case file will contain documentation of all communications (oral and written) made to any WCCC staff. This is particularly significant in cases where a WCCC is notified of any client problems/violations and when a client exits the program.

Service Coordination and Notification

To lend fundamental support to efficient/effective utilization of services and provide timely alerts to potential problems/issues that can be dealt with promptly, the Provider will complete or perform the following:

- a) Client Occupancy Report: The Provider will email a Client Occupancy Report to WCCC staff weekly, which provides up-to-date information on the client's housing status.
- b) Coordinated Care Planning:
 - 1) Prior to completing a client's initial case plan, the Provider will solicit input from the client's supervising PO in the plan development. This will consist of, but is not limited to, obtaining a copy of the PO's case plan.
 - 2) The Provider will facilitate an initial meeting with client and PO within the first 30 days, preferably in person. Thereafter, the Provider will invite the client's supervising PO to participate in a client staffing when it is considered conducive to the client's progress in these services.
 - 3) The Provider will participate if and when WCCC staff requests a staffing.
- c) Process for Notification of Impending or Actual Problems:
 - 1) The Provider will promptly notify WCCC staff by phone or email of parole/probation violations or other criminal behavior (including any illegal drug use or prohibited alcohol use), major rule violations, unauthorized leave or other type of client program failure not later than the next working day and preferably the same working day as the occurrence.
 - 2) The Provider will notify WCCC staff of problem behavior that could, if continued, lead to termination of services.
 - 3) If a special staffing is scheduled to address the above-referenced issues/problems, the Provider will invite WCCC staff to participate.
 - 4) The Provider who is contractually required to perform substance abuse testing shall send a copy of the urinalysis report to WCCC Staff.
- d) Process for Notification of Client's Exit from Program
 - 1) When the client exits this program, WCCC staff will be promptly notified. For program failures this will occur no later than the next working day and preferably the same day as the occurrence. For program successes, WCCC staff will be notified approximately one to two weeks prior to the anticipated successful completion and will be invited to give input when developing the Care Plan.
 - 2) The Provider will send copies of the completed Care Plan, if applicable, to WCCC staff within 10 working days of program exit.

System Collaboration / Coordination

The Provider will routinely provide information related to the availability of services and work closely with WCCC staff to ensure an adequate number of referrals.

The Provider will meet with WCCC staff, when necessary, to conduct program development, modify referral procedures, address general services delivery issues and resolve any interagency and/or operational problems.

The Provider must have an agency representative available to attend Housing Review Meetings as schedule by WCCC staff. The purpose of the Housing Review Meeting is to provide an opportunity for the housing providers and WCCC staff to review client housing case plans and work together collaboratively to ensure clients will have long-term, sustainable housing upon exit from these services. Prior to each meeting, a WCCC staff member will notify Provider's staff which of their clients will be staffed.

Prison Rape Elimination Act

Provider shall abide by the conditions and expectations of the Prison Rape Elimination Act (PREA). This includes the development of a PREA policy that captures:

- 1) clear definitions of what constitutes a violation of PREA;
- 2) client orientation/education;
- 3) client and staff reporting procedures;
- 4) critical incident reporting and investigation criteria; and
- 5) training of agency staff.

Provider shall not employ individuals who have criminally or administratively been found to have engaged in sexual misconduct or sexual abuse in a secure setting. Provider shall check sexual offense registries as part of hiring procedures. WCCC considers all PREA incidents as critical incidents. Provider is required to contact the WCCC Director immediately when an incident has been brought to any staff member's attention.

FISCAL REQUIREMENTS AND REPORTING

Provider shall submit a monthly invoice within 10 days after the satisfactory completion of the previous month's services. At a minimum, invoices must detail the following information:

- a. Billed to "Wasco County Community Corrections";
- b. Invoice date and invoice number
- c. Provider's name and address;
- d. Date(s) and description of service delivered;
- e. Contract number; and
- f. Unit cost of the service (as described in the fee schedule) and total invoice amount.

WCCC shall process invoices within 30 days of receipt of the invoice, provided that the work described in the invoice has been completed in accordance with the terms of the Contract, and Provider has submitted any/all required invoice supporting documents (rosters, reports, itemized cost-reimbursement forms, or any other required document(s)) that may be described herein.

Late, incorrect or incomplete invoices and/or supporting documents may delay processing and payment of Provider's invoices.

PERFORMANCE MEASURES/PERFORMANCE CONTRACTING

Provider will cooperatively participate in WCCC's efforts to monitor contract performance, which includes the following methods.

Site Reviews

WCCC may schedule on-site visits to review Contract compliance. Site visits are usually scheduled with Provider but may be conducted without notice. All site visits will be conducted and performed with consideration and accommodations made to non-contracted or communal service areas and non-contracted housing occupants.

Technical Assistance

WCCC staff may offer training and/or assist with program design.

Evaluations/Program Performance

Program performance may be evaluated through a variety of quality assurance and evaluation processes. The mechanism and process for evaluating program performance will be developed and implemented by WCCC staff.

Fiscal Compliance

County fiscal compliance reviews may be conducted to ensure that financial records, systems and procedures conform to generally accepted accounting principles and are in compliance with all County and State of Oregon audit and accounting requirements.

Performance Objectives

In 70% of cases, Provider shall facilitate an initial meeting with client and WCCC staff within thirty days of program initiation. 100% of cases will receive such staffing within 90 days. This staffing will include an assessment that evaluates health, psychological and social needs; the development of a plan of care; and referrals to necessary community-based services.

Aftercare Housing Objective: 64% of clients will be admitted to housing that is safe, stable and can be verified upon exit from program services.

Economic Self-Sufficiency Objective: 50% of clients upon exit from the corrections case manager service component will: a) be in receipt of entitlement benefits (SSI, OHP, etc.); or b) be engaged in employment services; or c) be engaged in vocational training; or d) be employed.

Contracted performance objectives may differ and/or change over time as negotiated between the parties.

Data Collection and Submission

The Provider will be furnished data forms (intake and exit forms) that have been developed by WCCC staff. The Provider will be responsible for completing and submitting the data form for each client placement in their program. The data collected from the forms will be used for tracking utilization and for monitoring the performance objectives identified herein. Final performance measures will be negotiated between WCCC and the Provider at the time of contract negotiation.

COMPENSATION AND METHOD OF PAYMENT

County will process monthly invoices for payment within 30 days of receipt. Housing costs are generally expected to be based on fee for service rates inclusive of rent, maintenance and other operational direct and indirect costs to formulate a daily housing rate per client with move in and move out days each counting as a full day. Case management, mentoring services, and any other approved auxiliary services may be segregated from housing rates and shall be calculated at a monthly rate. Cost sharing with any other programs shall be allocated appropriately by consistent and supportable methodology.

INSURANCE REQUIREMENTS

The Provider will be required to provide the insurance as in the Contract with COUNTY. Additional insurance coverage may be required depending on the key features of service delivery chosen by the Provider. Final insurance requirements will be subject to negotiation between, and mutual agreement of, the parties prior to contract execution.

**LA CASA VIDA
TRANSITIONAL HOUSING AND SUPPORT SERVICES PROGRAM**

PERSONAL SERVICES CONTRACT

This Contract is by and between Wasco County (“**COUNTY**”) and Bridges To Change (“**PROVIDER**”), for the provision of stabilization housing and support services for COUNTY in its goal to reduce jail and hospital use by promoting positive change in individuals.

A. RECITALS

COUNTY has the need for the services of an organization with particular ability, knowledge and experience as possessed by PROVIDER. PROVIDER is an established provider of the transitional housing and support services as outlined in the Scope of Work, and has a long standing positive working relationship with several Oregon counties. COUNTY has determined that PROVIDER is qualified and capable of performing the professional services as COUNTY requires, under the terms and conditions set forth.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

Exhibit A: Scope of Work

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to June 30, 2025 and may be extended for additional periods of time upon mutual agreement of both parties.

2. Scope of Work

2.1 Required Services. PROVIDER shall provide all services and deliver all materials as specified in the attached Exhibit A. All services and materials shall be provided by PROVIDER in accordance with the Exhibit in a competent and professional manner.

2.2 Special Requirements.

- i. **Confidentiality of Information.** The use or disclosure by any party of any information concerning a recipient of Services purchased under this Contract, for any purpose not directly connected with the administration of COUNTY’S or the PROVIDER’S responsibilities with respect to such purchased Services, is prohibited, except on written consent of COUNTY.
- ii. **Client Records.** PROVIDER shall appropriately secure all records and files to

prevent access by unauthorized persons. PROVIDER shall, and shall require its employees and subcontractors to comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of client records.

iii. **Media Disclosure.** PROVIDER shall not provide information to the media regarding Services purchased under this Contract without first consulting COUNTY. PROVIDER will make immediate contact with COUNTY'S office when media contact occurs. COUNTY will assist PROVIDER with an appropriate follow-up response for the media.

3. Compensation

3.1 Payment. PROVIDER shall complete the Scope of Work as defined above for the following programs during the length of this contract:

\$129,600 for Stabilization Housing Program costs
\$25,056 for one Onsite House Manager
\$8,000 for housing repairs and maintenance

Total costs for La Casa Vida Stabilization Housing in this contract: \$162,656

Each month PROVIDER will provide an itemized statement, which will include the number of individuals housed.

3.2 Payments. COUNTY will review PROVIDER's invoice and within ten (10) days of receipt notify PROVIDER in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, COUNTY shall pay the invoice amount in full within thirty (30) days of invoice date.

4. PROVIDER is an Independent Contractor

PROVIDER shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While COUNTY reserves the right to set the schedule and evaluate the quality of PROVIDER's completed work, COUNTY cannot and will not control the means and manner of PROVIDER's performance. PROVIDER is responsible for determining the appropriate means and manner of performing work. PROVIDER is responsible for all federal and state taxes applicable to compensation and payment paid to PROVIDER under the Contract and will not have any amounts withheld by COUNTY to cover PROVIDER's tax obligations. PROVIDER is not eligible for any COUNTY fringe benefit plans.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission,

on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

COUNTY: Fritz Bachman, Director
Wasco County Community Corrections
421 East Seventh Street, Annex B
The Dalles, OR 97058

Tyler Stone, Administrative Officer
Wasco County
511 Washington Street, Suite 101
The Dalles, OR 97058

PROVIDER: Monta Knudson, Executive Director
Bridges To Change
PO Box 16576
Portland, OR 97292

6. Indemnification

To the extent permitted by applicable law, PROVIDER shall defend, save, and hold COUNTY harmless and its officers, agents, and employees from and against any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the operations of the PROVIDER, including but not limited to the activities of PROVIDER or its officers, employees, agents or subcontractors under this Agreement. PROVIDER shall not be deemed an agent of COUNTY under the Oregon Tort Claims Act.

7. Insurance Requirements

- 7.1 PROVIDER shall procure and maintain in force, for the entire duration of this Contract, insurance providing coverage for bodily injury and property damage which may arise out of the operations of the PROVIDER or its subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.
- 7.2 PROVIDER shall furnish to COUNTY a certificate of insurance evidencing the existence of all insurance coverages required by this contract prior to the commencement of any work.
- 7.3 **Notice of Cancellation or Change.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days' written notice from this PROVIDER or its insurer(s)

to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by COUNTY.

7.4 Personal Services Contracts:

- i. **Contracts shall have the following:**
 - a. Commercial General Liability (“CGL”)
 - i. Each occurrence \$2,000,000
 - ii. Aggregate \$4,000,000
 - iii. Operations \$2,000,000
 - 1. Products and Completed
 - iv. Personal/Advertising Injury \$2,000,000
 - b. Auto Liability
 - i. Combined Single \$2,000,000
 - c. Workers’ Compensation
 - i. Statutory Limits
 - ii. Employers Liability
 - 1. \$1,000,000
- ii. **Professional Liability Coverage:** Professional Liability Coverage covering any damages caused by an error, omission or any negligent or wrongful acts related to the services to be provided under this contract. Per occurrence (for all claimants for claims arising out of a single accident or occurrence) in the amount of \$2,000,000 and \$4,000,000 Professional Aggregate.

7.5 PROVIDER shall endorse the CGL to include COUNTY as an “additional insured”, including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate.

7.6 PROVIDER’S insurance shall be primary and not excess to, or contributory with any insurance coverage provided by COUNTY. PROVIDER’S insurance shall be endorsed to provide project specific aggregate limits with respect the project covered by this Contract.

7.7 CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two years after the work has been completed.

8. Workers’ Compensation

8.1 PROVIDER, its subcontractors if any, and all employers working under this Contract are subject employers under the Oregon Workers’ Compensation Law and shall comply with ORS 656.017, which requires them to provide workers’ compensation coverage for all subject workers.

- 8.2 PROVIDER warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. PROVIDER shall indemnify COUNTY for any liability incurred by COUNTY as a result of PROVIDER's breach of the warranty under this paragraph.

9. Assignment

PROVIDER may not assign any of its responsibilities under this Contract without COUNTY's prior written consent, which consent may be withheld in COUNTY's sole discretion. PROVIDER may not subcontract for performance of any of its responsibilities under this Contract without COUNTY's prior written consent, which consent shall not be unreasonably withheld.

10. Labor and Material

PROVIDER shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to COUNTY other than the compensation provided in this Contract.

11. Ownership of Work and Documents

All work performed by PROVIDER and compensated by COUNTY pursuant to this Contract shall be the property of COUNTY upon full compensation for that work performed or document produced to PROVIDER, and it is agreed by the parties that such documents are works made for hire. PROVIDER hereby conveys, transfers and grants to COUNTY all rights of reproduction and the copyright to all such documents.

12. Health Insurance Portability and Accountability Act.

- 12.1 If the Services funded in whole or in part with financial assistance provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), PROVIDER agrees to deliver the Services in compliance with HIPAA. Without limiting the generality of the foregoing, Services funded in whole or in part with financial assistance provided under this Contract are covered by HIPAA. Contractor shall comply and cause all Providers to comply with the following:

- 12.2 Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between PROVIDER and COUNTY for purposes directly related to the provision of services to PROVIDER'S clients, which are funded in whole or in part under this Contract. However, PROVIDER shall not use or disclose any

Individually Identifiable Health Information about specific individuals in a manner that would violate the Oregon Privacy Rules, OAR 410-014-0000 et Seq., or COUNTY policy.

13. Termination for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, COUNTY may terminate all or part of this Contract upon determining that termination is in the best interest of COUNTY by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against PROVIDER. Upon termination under this paragraph, PROVIDER shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) COUNTY has against PROVIDER. Pursuant to this paragraph, PROVIDER shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by PROVIDER. COUNTY shall not be liable for any costs invoiced later than thirty (30) days after termination unless PROVIDER can show good cause beyond its control for the delay.

14. Termination for Cause

COUNTY may terminate this Contract effective upon delivery of written notice to PROVIDER, or at such later date as may be established by COUNTY, under any of the following conditions:

- 14.1 If COUNTY funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- 14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 14.3 If any license or certificate required by law or regulation to be held by PROVIDER to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. Termination for Default

Either COUNTY or PROVIDER may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If PROVIDER fails to perform in the manner called for in this Contract or if PROVIDER fails to comply with any other provisions of the Contract, COUNTY may terminate this Contract for default. Termination shall be effected by serving a notice of termination on PROVIDER setting forth the manner in which PROVIDER is in default. PROVIDER shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

16. Remedies

In the event of breach of this Contract the parties shall have the following remedies:

- 16.1 If terminated under paragraph 14 by COUNTY due to a breach by PROVIDER, COUNTY may complete the work either itself, by agreement with another contractor, or by a combination thereof.
- 16.2 In addition to the above remedies for a breach by PROVIDER, COUNTY also shall be entitled to any other equitable and legal remedies that are available.
- 16.3 If COUNTY breaches this Contract, PROVIDER's remedy shall be limited to termination of the Contract and receipt of Contract payments to which PROVIDER is entitled.
- 16.4 COUNTY shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by COUNTY, PROVIDER shall immediately cease all activities related to the services and work under this Contract. As directed by COUNTY, PROVIDER shall, upon termination, deliver to COUNTY all then existing work product that, if the Contract had been completed, would be required to be delivered to COUNTY.

17. Nondiscrimination

During the term of this Contract, PROVIDER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

18. Governing Law; Jurisdiction; Venue

This Contract 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 COUNTY and PROVIDER that arises from or relates to this Contract which results in litigation shall be brought and conducted solely

and exclusively within the Circuit Court of Wasco County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States Court for the State of Oregon.

19. Compliance with Laws and Regulations

PROVIDER shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, PROVIDER expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: a) All applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; b) All state laws governing operation of Addictions and Community Mental Health Programs; c) All state laws requiring reporting of Client abuse; d) ORS 659A.400 to 659A.409, ORS 659A.145, and all regulations and administrative rules established pursuant to those laws. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated.

20. Experience, Capabilities and Resources

By execution of this Contract, the PROVIDER agrees that: PROVIDER has the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract. PROVIDER has the capabilities and resources necessary to perform the obligations of this Contract.

21. Documents

All work in its original form, including, but not limited to, documents, notes, papers, computer programs, diaries, recordings and reports performed or produced by PROVIDER under this contract shall be the exclusive property of the COUNTY and shall be delivered to COUNTY prior to final payment.

22. Access to Records

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, COUNTY, and its duly authorized representatives shall have access to PROVIDER's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, PROVIDER shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. PROVIDER shall provide full access to these records to COUNTY, and its duly authorized representatives in preparation for and during litigation.

23. Representations and Warranties

PROVIDER represents and warrants to COUNTY that (1) PROVIDER has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of PROVIDER enforceable in accordance with its terms, (3) PROVIDER shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

24. Attorney Fees

In case a suit or action is instituted to enforce the provisions of this Contract, the parties agree that the losing party shall pay such sums as the court may adjudge reasonable for attorney fees and court costs, including attorney fees and costs on appeal.

25. Limitation of Liabilities

COUNTY shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

26. Confidentiality

PROVIDER shall maintain the confidentiality of any of COUNTY's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent PROVIDER from establishing a claim or defense in an adjudicatory proceeding. PROVIDER shall require similar agreements from COUNTY's and/or PROVIDER's subproviders to maintain the confidentiality of information of COUNTY.

PROVIDER shall ensure that patient's privacy is protected and that confidential records are secure from unauthorized disclosure consistent with the HIPPA confidentiality requirements of 45 CFR parts 160 and 164, and consistent with other state or federal regulations governing privacy and confidentiality.

27. Force Majeure

PROVIDER shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

28. Waivers

No waiver by COUNTY of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by PROVIDER of the same or any other provision. COUNTY's consent to or approval of any act by PROVIDER requiring COUNTY's consent or approval shall not be deemed to render unnecessary the obtaining of COUNTY's consent to or approval of any subsequent act by PROVIDER, whether or not similar to the act so consented to or approved.

29. Severability

Any provisions of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

30. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

31. Integration

This Contract, including the attached exhibits contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract.

32. Amendments

This Agreement shall not be waived, altered, modified, supplemented, or amended in any manner without a duly executed Amendment. Any amendments to this Agreement shall be effective only when reducing to writing and signed by both parties as below.

33. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

34. Compliance with Oregon Tax Laws

The undersigned is authorized to act on behalf of PROVIDER and that PROVIDER is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

WASCO COUNTY, OREGON

Date: September 6, 2023

STEVEN D. KRAMER
Commission Chair

SCOTT C. HEGE
Vice-Chair

PHILIP L. BRADY
County Commissioner

WASCO COUNTY COMMUNITY CORRECTIONS

Date: _____

FRITZ BACHMAN
Director, Wasco County Community Corrections

BRIDGES TO CHANGE

Date: _____

MONTA KNUDSON
Executive Director, Bridges To Change
PO Box 16576
Portland, OR 97292

Tax Id. No. 76-0751239

APPROVED AS TO FORM

Date: _____

KRISTEN A. CAMPBELL
Wasco County Counsel

Exhibit A

Scope of Work

PROVIDER agrees to provide stabilization housing and recovery mentor support services to residents at La Casa Vida as described in this Contract, per the Criminal Justice Commission's IMPACT Grant. The housing programs and services executed by PROVIDER for COUNTY are outlined in this document.

TARGET POPULATION

The IMPACTS grant program "target population" is defined as Individuals who receive services and supports funded through the IMPACTS program:

- Live with one or more behavioral health diagnoses;
- Are booked into a jail an average of four or more times in a one year period; and/or
- Are high utilizers of criminal justice resources, inpatient and/or emergency department hospital services, and/or other institutional placements.

IMPACTS program supports and services must benefit your target population.

Methodology used for identifying members of your target population:

- Four or more bookings into a jail within a one-year period
- High utilizers of criminal justice resources, inpatient and/or emergency department hospital services, and/or other institutional placements

COMPENSATION AND METHOD OF PAYMENT

County will process monthly invoices for payment within 30 days of receipt. Housing costs are generally expected to be based on fee for service rates inclusive of rent, maintenance and other operational direct and indirect costs to formulate a daily housing rate per client with move in and move out days each counting as a full day. Case management, mentoring services, and any other approved auxiliary services may be segregated from housing rates and shall be calculated at a monthly rate. Cost sharing with any other programs shall be allocated appropriately by consistent and supportable methodology.

INSURANCE REQUIREMENTS

The Provider will be required to provide the insurance as in the Contract with COUNTY. Additional insurance coverage may be required depending on the key features of service delivery chosen by the Provider. Final insurance requirements will be subject to negotiation between, and mutual agreement of, the parties prior to contract execution.



MOTION

SUBJECT: Bridges to Change Contract

I move to approve the Transitional Housing and Support Services Program Personal Services Contract and the La Casa Vida Personal Services Contract between Wasco County and Bridges to Change

NOTICE OF AWARD

Date of Issuance: **August 3, 2023**

Owner: **Wasco County**

Owner's Contract No.:

Engineer: **Tenneson Engineering Corporation**

Engineer's Project No.: **TEC WO# 16143**

Project: **Discovery Center Water System
Expansion – 2023**

Contract Name:

Bidder: **Crestline Construction Company, LLC**

Bidder's Address: **3600 Crates Way, Suite 100, The Dalles, OR 97058**

TO BIDDER:

You are notified that Owner has accepted your Bid dated **June 20, 2023**, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Discovery Center Water System Expansion Project – 2023.

The Contract Price of the awarded Contract is: **\$274,720.00**, subject to Unit Prices

Four (4) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within **ten (10)** days of the date of receipt of this Notice of Award:

1. Deliver to Owner **four (4)** counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within **ten (10)** days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Wasco County**

Authorized Signature



By: **Tyler Stone**

Title: **Wasco County Administrative Officer**

Copy: Engineer

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Wasco County ("Owner") and
Crestline Construction Company, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construct approximately 1,492 l.f. of 4", 6" and 8" ductile iron waterline; 896 l.f. of 4" PVC waterline; 4 valves; 1 hydrant; an 8" hot tap, 2" water service and a connection; along with all restoration and appurtenances necessary to provide a complete and functioning project.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Discovery Center Water System Expansion Project – 2023**

ARTICLE 3 – ENGINEER

- 3.01 The Project design has been led by **Tenneson Engineering Corporation - Darrin Eckman, P.E.**
- 3.02 The Owner has retained **Tenneson Engineering Corporation** ("Engineer") to act as Owner's Representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed within **45** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **30** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and

difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$750.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25th day** of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. **95 percent** of Work completed (with the balance being retainage); and
 - b. **95 percent** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to **100 percent** of the Work completed, less such amounts set off by Owner pursuant to

Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at an **annual rate equal to three (3) times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after receipt of the Engineer approved Application for Payment from the Contractor or 15 days after the payment is approved by the Owner, whichever is the earlier date. The annual rate of interest shall not exceed 30%, pursuant to ORS 279C.570.**

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 9, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. General Conditions (pages 1 to 65, inclusive).
 - 5. Supplementary Conditions (pages 1 to 15, inclusive).
 - 6. Specifications, conditions, rates, and special provisions consisting of 26 pages with each page bearing the following general title: **Discovery Center Water System Expansion Project – 2023.**
 - 7. Drawings (not attached but incorporated by reference) consisting of 9 sheets with each sheet bearing the following general title: **Discovery Center Water System Expansion Project – 2023.**
 - 8. Addenda (**None**).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 6, inclusive).
 - b. ODOT Application and Permit to Occupy or Perform Operations Upon a State Highway and General Provisions (consisting of 5 pages)
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and which may or may not be attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

10.07 Oregon Bureau of Labor and Industries (BOLI)

- A. Contractors and subcontractors must pay all workers not less than the following Prevailing Wage Rates:
 1. Prevailing Wage Rates for Public Works Contracts in Oregon, as published by the Oregon Bureau of Labor and Industries.
- B. Contractors and subcontractors must pay daily, weekly, weekend, and holiday overtime pay as required.
- C. If Contractor fails to pay for labor and services, the Owner can pay for them and withhold these amounts from payments to the Contractor.
- D. The Owner shall pay a fee equal to 1/10th of 1% (0.001) of the price of this contract, but not less than \$100 nor more than \$5,000. The fee shall be paid within 60 days from the date the Contractor first began work on the project or within 10 days of receipt of the first progress payment, whichever comes first. The fee is payable to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at the following address:

Contract Fee Section, Prevailing Wage Rate Unit
Bureau of Labor and Industries
800 NE Oregon Street, #32
Portland, Oregon 97232

10.08 Oregon Public Works Bond

- A. All Contractors are to have a Public Works Bond in the amount of \$30,000 filed with the Construction Contractor's Board (CCB) before starting work on the project, unless exempt.
- B. All Contractors must include in every subcontract a provision requiring the subcontractor to have a \$30,000 Public Works Bond filed with the CCB before starting work on the project, unless exempt.

10.09 Conditions concerning payment, contributions, liens, withholding.

- A. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract per ORS 279C.505.
- B. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

- C. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- D. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

10.10 Drug Testing Program

- A. Contractor shall demonstrate that an employee drug testing program is in place. An affidavit stating that such a program is in place shall be provided to the contracting agency.

10.11 Demolition and disposal of construction debris

- A. All demolished materials and construction debris must be salvaged or recycled if it is feasible and cost-effective to do so per ORS 279C.510

10.12 Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints (ORS 279C.515).

- A. If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the county, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract.
- B. If the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- C. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- D. The payment of a claim in the manner authorized in this section does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

10.13 Hours of Labor

- A. Hours of labor shall not exceed 8 hours in any one day for a five consecutive day work week, Monday through Friday or 10 hours in any one day for a four consecutive day work week, Monday through Friday. Nor shall the total number hours of work exceed 40 hours in any one week.
- B. Hours of labor shall not be exceeded except in cases of necessity or emergency, and in such cases employees shall be paid by the employer at a rate of at least one and one half times

normal hour of work pay. In addition, the contractor shall pay eligible employees at least one and one half times normal hour of work pay for work performed on legal holidays as specified in a collective bargaining agreement or in ORS 279C. 540(1) (b)(B) to (G)

C. Contractor shall comply with the provisions of ORS 279C.520

10.14 *Environmental and Natural Resource Law (ORS 279C.525)*

- A. The contractor shall comply with federal (Environmental Protection Agency) and Oregon (Department of Environmental Quality) laws and rules to prevent environmental pollution and preserve natural resources.
- B. The contractor is required to maintain and preserve the elements of the Erosion and Sediment Control Plan as set forth in the Contract documents. This may include installation of such elements as set forth in the technical documents.
- C. This project will not require a 1200 C Construction Erosion and Sediment Control Permit to be issued by the Oregon Department of Environmental Quality. The Contractor will become the responsible party to provide, implement, inspect, and maintain the erosion and sediment control measures as shown on the ESCP and also modify said ESCP and implement additional measures as needed based upon site conditions, weather, and other factors.

10.15 *Work place medical care and worker's compensation (ORS 279C.530)*

- A. The contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- B. All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on (which is the Effective Date of the Contract).

OWNER:

Wasco County

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

511 Washington Street, Suite 101

The Dalles, OR 97058

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

Crestline Construction Company, LLC

By:

Title: manager

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Cindy Headley

Title: controller

Address for giving notices:

3600 Crates Way, Suite 100

The Dalles, OR 97058

License No.: 101573

PERFORMANCE BOND

CONTRACTOR (name and address):
Crestline Construction Company, LLC
3600 Crates Way, Suite 100
The Dalles, OR 97058

SURETY (name and address of principal place of business):
Liberty Mutual Insurance Company
175 Berkeley St.
Boston, MA 02116

OWNER (name and address):
Wasco County
511 Washington St., Suite 101, The Dalles, OR 97058

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: Two Hundred Seventy-four Thousand Seven Hundred Twenty & 00/100 (\$274,720.00)

Description (name and location):

Discovery Center Water System Expansion Project - 2023 - The Dalles, Oregon

BOND

Bond Number: 023226678

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: Two Hundred Seventy-four Thousand Seven Hundred Twenty & 00/100 (\$274,720.00)

Modifications to this Bond Form: ☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Crestline Construction Company, LLC (seal)
Contractor's Name and Corporate Seal

By: [Signature]
Signature

ERIK KERR
Print Name

MANAGER
Title

Attest: [Signature]
Signature

CONTROLLER
Title

SURETY

Liberty Mutual Insurance Company (seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature (attach power of attorney)

Vicki Mather
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature Chloe Lyons

Witness for Surety
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the

Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than

the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including

allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR (name and address):
Crestline Construction Company, LLC
3600 Crates Way, Suite 100
The Dalles, OR 97058

SURETY (name and address of principal place of business):
Liberty Mutual Insurance Company
175 Berkeley St.
Boston, MA 02116

OWNER (name and address): Wasco County
511 Washington St., Suite 101, The Dalles, OR 97058
CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: Two Hundred Seventy-four Thousand Seven Hundred Twenty & 00/100 (\$274,720.00)

Description (name and location):

Discovery Center Water System Expansion Project - 2023 - The Dalles, Oregon

BOND

Bond Number: 023226678

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: Two Hundred Seventy-four Thousand Seven Hundred Twenty & 00/100 (\$274,720.00)

Modifications to this Bond Form: ☒ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Crestline Construction Company, LLC (seal)

Contractor's Name and Corporate Seal

By: [Signature]
Signature

Eric Kerr
Print Name

Manager
Title

Attest: [Signature]
Signature

OWNER
Title

SURETY

Liberty Mutual Insurance Company (seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature (attach power of attorney)

Vicki Mather
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature Chloe Lyons

Witness for Surety
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Propel Insurance 805 SW Broadway; Suite 2300 COM Construction Portland, OR 97205-3363 | | CONTACT NAME: Kari Motley PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326 E-MAIL ADDRESS: kari.motley@propelinsurance.com | | | | | | | | | | | | | | | |
|---|--------|--|--|-------------------------------|--------|--|-------|------------------------------|-------|---|-------|-------------|--|-------------|--|-------------|--|
| INSURED Crestline Construction Company, LLC. 3600 Crates Way, Suite 100 The Dalles, OR 97058 | | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : SAIF Corporation</td> <td>36196</td> </tr> <tr> <td>INSURER C : Tokio Marine Specialty Insurance Compan</td> <td>23850</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Cincinnati Insurance Company | 10677 | INSURER B : SAIF Corporation | 36196 | INSURER C : Tokio Marine Specialty Insurance Compan | 23850 | INSURER D : | | INSURER E : | | INSURER F : | |
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| INSURER D : | | | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | EPP0580790 | 05/15/2023 | 05/15/2024 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 WA Stop Gap \$1,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | EBA0580790 | 05/15/2023 | 05/15/2024 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | | | EPP0580790 | 05/15/2023 | 05/15/2024 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 774585 | 10/01/2022 | 10/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | Pollution/E&OLiab | | | PPK2552473 | 05/15/2023 | 05/15/2024 | 5MM Incident/\$25K SIR |
| A | Leased/Rented EQ | | | EPP0580790 | 05/15/2023 | 05/15/2024 | 500,000 / DED:\$1,000 |
| A | Installation Fltr | | | EPP0580790 | 05/15/2023 | 05/15/2024 | 500,000 / DED:\$10,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


RE: Discovery Center Water System Expansion Project 2023

Certificate holder includes: Wasco County (owner), Tenneson Engineering Corporation (engineer), The State of Oregon, the Commission, the Department, and members thereof, its officers, agents and employees, The Dalles Country Club and Oregon Department of Transportation Maintenance and Operations Branch.

Additional insured is on a primary and non contributory basis and waiver of subrogation status applies per attached forms, if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| Wasco County 511 Washington St. Suite 101 The Dalles, OR 97058 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
 2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**
- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
 2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

| <u>Coverage:</u> | <u>Begins on Page:</u> |
|---|------------------------|
| 1. Employee Benefit Liability Coverage..... | 3 |
| 2. Unintentional Failure To Disclose Hazards | 9 |
| 3. Damage To Premises Rented To You | 9 |
| 4. Supplementary Payments | 10 |
| 5. Medical Payments | 10 |
| 6. 180 Day Coverage For Newly Formed Or Acquired Organizations | 10 |
| 7. Waiver Of Subrogation | 11 |
| 8. Automatic Additional Insured - Specified Relationships: | 11 |
| • Managers Or Lessors Of Premises; | |
| • Lessor Of Leased Equipment; | |
| • Vendors; | |
| • State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises; and | |
| • Mortgagee, Assignee Or Receiver | |
| 9. Property Damage To Borrowed Equipment | 14 |
| 10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services | 15 |
| 11. Broadened Notice Of Occurrence | 15 |
| 12. Nonowned Aircraft | 15 |
| 13. Bodily Injury Redefined | 15 |
| 14. Expected Or Intended Injury Redefined | 15 |
| 15. Former Employees As Insureds | 15 |
| 16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage | 16 |
| 17. Broadened Contractual Liability - Work Within 50' Of Railroad Property | 17 |
| 18. Alienated Premises | 17 |

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- Bail Bonds: \$ 2,500

b. Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$ 10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage a.) And Care, Custody Or Control Liability Coverage (Coverage b.)

Limits Of Insurance

Coverage a.

\$1,000 Each Occurrence

\$5,000 Aggregate

Coverage b. \$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

| COVERAGE | PREMIUM BASIS | RATE | ADVANCE PREMIUM |
|--------------------------------|--|--------------------------------------|--------------------------------------|
| | (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other | (For Limits in Excess of \$5,000) | (For Limits in Excess of \$5,000) |
| b. Care, Custody Or Control | | | \$ |
| TOTAL ANNUAL PREMIUM | | | \$ |

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

Employee Benefit Liability Coverage

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and

- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or
2) Occurred prior to the "first effective date" of

this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;

- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- (c) **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage**, **Section II - Who Is An Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your part-

ners, and their spouses are also insureds but only with respect to the conduct of your business.

- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program";
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organi-

zation. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
- (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
- (a) An act, error or omission; or

- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;apply irrespective of the application of the Deductible Amount.
- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon no-

tification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers re-

ceived in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item **5. Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribu-

tion by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

- (1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in

any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
 2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
 3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
- (2) The following definitions are deleted in their entirety and replaced by the following:
8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

- a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You** Limit as described in **Section III - Limits Of Insurance.**

- b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
- (i) Assumed in any contract or agreement; or
 - (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;

- 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

- 3) Smog;

- 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

- 5) Settling, cracking, shrinking or expansion;

- 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

- 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

- (b) "Property damage" caused directly or indirectly by any of the following:

- (i) Earthquake, volcanic eruption, landslide or any other earth movement;

- (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (iii) Water under the ground surface pressing on, or flowing or seeping through:

- 1) Foundations, walls, floors or paved surfaces;

- 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:
- (i) You did your best to maintain heat in the building or structure; or
 - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs 3.a. and 3.b. above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

- (1) Paragraph 6. of **Section III - Limits Of Insurance** is replaced by the following:
- 6. Subject to Paragraph 5. above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:
 - a. While rented to you, or temporarily occupied by

you with permission of the owner;

- b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
- c. In the case of damage by water, while rented to and occupied by you.

- (2) The most we will pay is limited as described in **Section B. Limits Of Insurance, 3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A And B:**

- a. Paragraph 2. is replaced by the following:

Up to the limit shown in **Section B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in **Section B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in **Section B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph a. of Paragraph 3. is replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after

you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

- (1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.
- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or

use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises;
- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing

or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs (c) (i) 4) or 6) of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part

or container, entering into, accompanying or containing such products; or

- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described

in Paragraph **8.a.(1)** of this endorsement; or

- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

- a. The following is added to **Exclusion 2.j. Damage To Property** under **Sec-**

tion I - Coverage A - Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph 2.a.(1)(d) under **Section II - Who Is An Insured** does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph a. of Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

- 4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph 2. under **Section II - Who Is An Insured**:

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. Coverage D - Voluntary Property Damage Coverage

Section I - Coverages is amended to include the following:

(1) Insuring Agreement

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or
- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under **Voluntary Property Damage Coverage** will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under **Voluntary Property Damage Coverage** shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
- 2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by **Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property**, paragraphs (3), (4), (5) and (6), **k. Damage To Your Product**, and **l. Damage To Your Work**.

(3) Definitions

For purposes of **Voluntary Property Damage Coverage** only, the following definitions under **Section V - Definitions** are replaced by the following:

16. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by **Care, Custody Or Control Liability Coverage** in this endorsement only:

- (1) **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property**, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

- (2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

- (3) "Property damage" for which **Care, Custody Or Control Liability Coverage** provides cover-

age shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by **Voluntary Property Damage Coverage** and **Care, Custody Or Control Liability Coverage, Section III - Limits Of Insurance** is amended to include the following:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage**, in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

- (2) (a) Subject to (3) below, the **Voluntary Property Damage Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Voluntary Property Damage Coverage**;

- (b) The **Care, Custody Or Control Liability Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Care, Custody Or Control Liability Coverage**;

because of all "property damage" arising out of any one "occurrence".

- (3) The **Voluntary Property Damage Coverage**, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under **Voluntary Property Damage Coverage**. This limit applies separately to each "coverage term".

(4) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.

- (b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 12. "Insured contract" is amended as follows:

- a. Paragraph c. is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph f.(1) is deleted in its entirety.

18. Alienated Premises

Exclusion 2.j. Damage to Property, Paragraph (2) under **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**; or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the "coverage term" in which "bodily injury" or "property damage" occurs, you did not know, per Paragraph **1.d.** below, that the "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part.
- c. "Bodily injury" or "property damage" which:
- (1) Occurs during the "coverage term"; and
 - (2) Was not, prior to the "coverage term", known by you, per Paragraph **1.d.** below, to have occurred;
- includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term" in which it first became known by you.
- d. You will be deemed to know that "bodily injury" or "property damage" has occurred at the earliest time when any "authorized representative":
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";
 - (3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";
 - (4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that "bodily injury" or "property damage" had occurred or had begun to occur; or
 - (5) Becomes aware, or reasonably should have become aware, of a

condition from which "bodily injury" or "property damage" is substantially certain to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. When a claim for such "bodily injury" or "property damage" is made, we will defend that claim provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured sustained in the "workplace";
- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollutant

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, Paragraph (a) does not apply to:

- 1) "Bodily injury" to any person injured while on any premises, site or location owned or occupied by, or rented or loaned to, you provided:

- a) The injury is caused by the inadequate ventilation of vapors;
- b) The person injured is first exposed to such vapors during the policy period; and
- c) Within 30 days of such first exposure, the person injured is clinically diagnosed or treated by a physician for the medical condition caused by the exposure to such vapors. However, Paragraph **c)** does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

This exception **1)** shall apply only to Named Insureds; we shall have no duty to defend or pay damages for any person or organization that is not a Named Insured. However, this paragraph does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

For the purpose of the exception granted in Paragraph **1)** only, vapors means any gaseous or airborne irritant or airborne contaminant, including smoke, fumes, vapor or soot, but excluding asbestos, which is discharged, dispersed, emitted, released or escapes from materials, machinery or equipment used in the service or maintenance of the premises. Vapors does not mean any gaseous or

airborne irritants or contaminants used in a manufacturing process or which is the product or by-product of any manufacturing process;

- 2) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- 3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - 1) Any insured; or
 - 2) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, Paragraph **(d)** does not apply to:
 - 1) "Bodily injury" or "property damage" arising out of the discharge, dispersal, seepage, migration, release, es-

cape or emission of fuels, lubricants or other operating fluids, or exhaust gases, which are needed to perform, or are the result of, the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted with the intent to cause "bodily injury" or "property damage" or with the knowledge that "bodily injury" or "property damage" is substantially certain to occur, or if such fuels, lubricants or other operating fluids, or exhaust gases, are brought on or to the premises, site or location with such intent to escape, seep or migrate, or be discharged, dispersed, released or emitted as part of the operations being performed by such insured, contractor or subcontractor;

- 2) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- 3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the op-

erations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, Paragraphs (2)(a) and (b) do not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by

governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of an insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

i. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work or Impaired Property

Any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Asbestos

"Bodily injury" or "property damage" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, prior to the "coverage term" in which such "bodily injury" or "property damage" occurs or begins to occur.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that "bodily injury" or "property damage" has occurred or has begun to occur at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";
- (3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";
- (4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that "bodily injury" or "property damage" had occurred or had begun to occur; or
- (5) Becomes aware, or reasonably should have become aware, of a condition from which "bodily injury" or "property damage" is substantially certain to occur.

s. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

t. Distribution of Material in Violation of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **q.** do not apply to "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage to Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE**.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**; or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

- b. This insurance applies to "personal and advertising injury" only if:
 - (1) The "personal and advertising injury" is caused by an offense arising out of your business; and
 - (2) The "personal and advertising injury" offense was committed in the "coverage territory" during the policy period; and
 - (3) Prior to the "coverage term" in which the "personal and advertising injury" offense is committed, you did not know, per Paragraph **1.d.** below, that the offense had been committed or had begun to be committed, in whole or in part.
- c. "Personal and advertising injury" caused by an offense which:
 - (1) Was committed during the "coverage term"; and

- (2) Was not, prior to the "coverage term", known by you, per Paragraph 1.d. below, to have been committed;

includes any continuation, change or resumption of that offense after the end of the "coverage term" in which it first became known by you.

- d. You will be deemed to know that a "personal and advertising injury" offense has been committed at the earliest time when any "authorized representative":

- (1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";
- (3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";
- (4) Becomes aware, or reasonably should have become aware, by any means, other than as described in (3) above, that the offense had been committed or had begun to be committed; or
- (5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation of Rights of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior to Coverage Term

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the later of the following:

- (1) The inception of this Coverage Part; or

- (2) The "coverage term" in which insurance coverage is sought.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "personal and advertising injury" is caused by or arises out of an offense committed subsequent to the execution of the contract or agreement. When a claim for such "personal and advertising injury" is made, we will defend that claim, provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

f. Breach of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality or Performance of Goods - Failure to Conform to Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, pat-

ent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds in Media and Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **17. a., b. and c.** of "personal and advertising injury" under **SECTION V - DEFINITIONS.**

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet is not, by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board any insured hosts, owns, or over which any insured exercises control.

l. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Employment Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation

or discrimination directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b) or (c)** above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

n. Pollutant

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

o. Pollutant-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

p. Asbestos

"Personal and advertising injury" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that a "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part, prior to the "coverage term" in which such offense

was committed or began to be committed.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that a "personal and advertising injury" offense has been committed or has begun to be committed at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

- (1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";
- (3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";
- (4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that the "personal and advertising injury" offense had been committed or had begun to be committed; or
- (5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

r. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

s. Distribution of Material in Violation of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury on Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation and Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletic Activities

To any person injured while officiating, coaching, practicing for, instructing or participating in any physical exercises or games, sports, or athletic contests or exhibitions of an athletic or sports nature.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", in-

cluding actual loss of earnings up to \$250 a day because of time off from work.

5. All costs taxed against the insured in the "suit".
6. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by

you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Insurance under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. a. The General Aggregate Limit is the most we will pay for the sum of:

- (1) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;
- (2) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- (3) Damages under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**.

This General Aggregate Limit will not apply if either the Location General Aggregate

gate Limit of Insurance, Paragraph **2.b.**, or the Construction Project General Aggregate Limit of Insurance, Paragraph **2.c.** applies.

- b. A separate Location General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each location owned by, or rented or leased to you and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**,

which can be attributed to operations at only a single location owned by, or rented or leased to you.

- c. A separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each construction project and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

which can be attributed only to ongoing operations and only at a single construction project.

- d. Only for the purpose of determining which General Aggregate Limit of Insurance, **2.a.**, **2.b.**, or **2.c.**, applies:

(1) Location means premises involving the same or connecting lots, or premises, whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on

your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.a.** above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under **COVERAGE C. MEDICAL PAYMENTS** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Occurrence, Offense, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or

a "personal and advertising injury" offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable

under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for "your work";
- (b) That is Fire or Explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to

premises rented to you or temporarily occupied by you with permission of the owner; or

- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft.**
- (2) Any other primary insurance available to the insured covering liability for damages arising out of the premises or operations, or the products and completed operations, for which the insured has been added as an additional insured by attachment of an endorsement.
- (3) Any other insurance:
 - (a) Whether primary, excess, contingent or on any other basis, except when such insurance is written specifically to be excess over this insurance; and
 - (b) That is a consolidated (wrap-up) insurance program which has been provided by the prime contractor/project manager or owner of the consolidated project in which you are involved.

When this insurance is excess, we will have no duty under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance

shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:
 - (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
 - (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations

By accepting this Coverage Part, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this Coverage Part in reliance upon your representations.

8. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Part and any other Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or "personal and advertising injury" offense, the aggregate maximum limit of insurance under all the Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable limit of insurance under any one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast, telecast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
2. "Authorized representative" means:
 - a. If you are designated in the Declarations as:

- (1) An individual, you and your spouse are "authorized representatives".
 - (2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".
 - (3) A limited liability company, your members and your managers are "authorized representatives".
 - (4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".
 - (5) A trust, your trustees are "authorized representatives".
- b. Your "employees":
- (1) Assigned to manage your insurance program; or
 - (2) Responsible for giving or receiving notice of an "occurrence", "personal and advertising injury" offense, claim or "suit";
- are also "authorized representatives".

3. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at

12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

- (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
6. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication,provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement to which we agree.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any rail-

road property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities;

- (4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research; public relations and new product development;

- (5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph (4), above;

- (6) That indemnifies a web-site designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet services include but are not limited to design, production, distribution, maintenance and administration of web-sites and web-banners; hosting web-sites; registering domain names; registering with search

engines; marketing analysis; and providing access to the Internet or other similar networks; or

- (7) Under which the insured, if a web-site designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph (6), above.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to

permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a., b., c. or d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

18. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed; or
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a schedule, states that products-completed operations are included.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which money damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who is not your "employee", and who donates his or

her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

25. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

NUCLEAR ENERGY LIABILITY EXCLUSION

(Broad Form)

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by

an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this exclusion:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

A. Any "nuclear reactor";

B. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

C. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

D. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.



CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE

Occurrence Contractor Environmental and Claims-Made Professional Liability Coverage

CERTAIN SECTIONS OF THIS POLICY INCLUDE CLAIMS-MADE AND REPORTED COVERAGE. CLAIMS-MADE AND REPORTED COVERAGE REQUIRES CLAIMS TO BE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD.

OTHER SECTIONS OF THIS POLICY PROVIDE COVERAGE FOR CONTAMINATION THAT IS DISCOVERED BY THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD.

DEFENSE EXPENSE REDUCES THE LIMITS OF INSURANCE AND IS INCLUDED WITHIN THE SELF-INSURED RETENTION. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES, AND WHAT IS OR IS NOT COVERED.

Throughout this policy, the words “you” and “your” refer to the **named insured** shown in the Declarations. The words “we,” “us” and “our” refer to the Company providing this insurance. Other words and phrases that appear in **bold** have special meaning. Refer to Section **II. DEFINITIONS**.

In consideration of the premium paid and in reliance upon the statements that you provided to us in the application and any other supplemental information provided in connection with the application, all of which are incorporated and made a part of this policy, we agree to provide coverage as shown in the Declarations and described as follows:

I. INSURING AGREEMENTS

A. Professional Liability

1. We will pay on behalf of the **insured** for **professional loss** in excess of the **self-insured retention** that the **insured** becomes legally obligated to pay as a result of a **claim** caused by an actual or alleged negligent act, error or omission in the performance of **your professional services** provided:
 - a. Such **claim** is first made against the **insured** and reported to us, in writing, during the **policy period**, or as expressly provided for in the **extended reporting period**, if applicable; and
 - b. Such **claim** is not covered under Coverage **B. Contracting Environmental Liability** below; and
 - c. **Your professional services** were first rendered on or after the Professional Liability Retroactive Date listed at ITEM 9.a. in the Declarations, and prior to expiration of the **policy period**.
2. We will reimburse the **insured** for reasonable attorney fees, costs and expenses incurred in responding to a **disciplinary proceeding**, provided:

- a. A **disciplinary proceeding** is commenced during the **policy period** against you, by reason of any negligent act, error or omission in the performance of **your professional services**;
- b. **Your professional services** that are subject to such **disciplinary proceeding** are first rendered for others on or after the Professional Liability Retroactive Date listed at ITEM 9.a. in the Declarations and before expiration of the **policy period**; and
- c. The **insured** reports the actual or alleged negligent act, error or omission to us during the **policy period** and prior to such **disciplinary proceeding**.

The maximum amount payable, regardless of the number of **disciplinary proceedings** or the number of **insureds**, shall be \$10,000 per **policy period**. The **self-insured retention** shall not apply to this provision; however, any payments made by us under this provision will erode the applicable Limit of Insurance and are not in addition thereto. The Company will not be obligated to defend, or pay any fine, penalty or award resulting from any **disciplinary proceeding**.

B. Contracting Operations Environmental Liability Coverage

We will pay on behalf of the **insured** for **loss** or **remediation expense** in excess of the **self-insured retention** that the **insured** becomes legally obligated to pay as a result of **contamination** caused by **your contracting operations, completed operations** or **transportation**, provided that:

1. The **loss** or **remediation expense** is the result of: (i) a **claim** for **bodily injury, property damage** or **environmental damage**; or (ii) **contamination** that caused the **insured** to incur **emergency expense** during the **policy period**; and
2. The **bodily injury, property damage** or **environmental damage** first occurs during the **policy period**; and
3. The **bodily injury, property damage** or **environmental damage** is caused by an **occurrence**.

C. Non-Owned Location Liability Coverage

We will pay on behalf of the **insured** for **loss** or **remediation expense** in excess of the **self-insured retention** that the **insured** becomes legally obligated to pay as a result of **contamination** on, at, under or migrating beyond the legal boundaries of a **non-owned location**, provided that:

1. The **loss** or **remediation expense** is the result of: (i) a **claim** for **bodily injury, property damage** or **environmental damage** that is first made against the **insured** and reported to us during the **policy period**, or as expressly provided for in the **extended reporting period**, if applicable; or (ii) **contamination** that caused the **insured** to incur **emergency expense** during the **policy period**; and
2. Such **contamination** first commences on or after the Non-Owned Location Retroactive Date shown in ITEM 9.b. in the Declarations, and before expiration of the **policy period**.

D. Your Insured Location Liability

We will pay on behalf of the **insured** for **loss** or **remediation expense** in excess of the **self-insured retention** that the **insured** becomes legally obligated to pay as a result of **contamination** on, at, under or migrating beyond the legal boundaries of **your insured location**, provided that:

1. Such **contamination** first commences during the **policy period**;
2. Such **contamination** ceases fully within ten (10) days of its commencement; and
3. The **loss** or **remediation expense** is the result of: (i) a **claim** for **bodily injury**, **property damage** or **environmental damage** that is first made against the **insured** and reported to us during the **policy period**, or as expressly provided for in the **extended reporting period**, if applicable; or (ii) **contamination** that caused the **insured** to incur **emergency expense** during the **policy period**.

E. Image Restoration Coverage

We will reimburse you for **image restoration expenses** incurred because of **contamination** or an actual or alleged negligent act, error or omission in the performance of your professional services reported to us during the **policy period** or as expressly provided for in the **extended reporting period**, if applicable, and that results in **bodily injury**, **property damage**, or **environmental damage** covered under Insuring Agreements **I. A., B., C. or D.**, as applicable. Reimbursement is limited to the costs of restoring your reputation and consumer confidence through image consulting, is subject to the **self-insured retention** for the applicable coverage part, and will in no event exceed the amount shown in ITEM 5. E. in the Declarations.

II. DEFINITIONS

A. Additional insured means any individual, organization or entity to the extent that they are contractually liable for **loss** or **remediation expense** to which this insurance applies as a result of **your contracting operations**, **completed operations**, or **transportation** performed by or on behalf of the **named insured** or arising out of the **named insured's** ownership, use maintenance or operation of **your insured location**, provided:

1. Such individual, organization or entity is scheduled to this policy as an **additional insured** by an endorsement; or,
2. Solely with regard to Coverage **B. – Contracting Operations Environmental Liability**, such individual, organization, or entity is required to be an **additional insured** under this policy in a written contract or agreement for **your contracting operations** or **completed operations**, provided that such contract or agreement was fully executed prior to the date that **your contracting operations** first commenced.

Any coverage afforded such **additional insured** under this policy is available up to and not exceeding any specified limits of insurance as required by the written contract with you or subject to the applicable Coverage **B. Contracting Operations Environmental Liability Coverage** Limit of Insurance, whichever is less.

The **additional insured** is not provided any coverage under this policy for any portion of its own negligence or legal liability.

B. Bodily injury means:

1. Physical injury, sickness or disease including associated medical or environmental monitoring; and
2. Mental anguish, emotional distress or shock sustained by any person; Including death resulting therefrom.

C. Claim means a written demand, notice, or assertion of a legal right seeking a remedy or alleging liability or responsibility on the part of you or any **insured**. Such demand, notice, or assertion of a legal right includes, but is not limited to legal actions, orders, petitions or governmental or regulatory actions, filed against you or any **insured**.

D. Completed operations means work from **your contracting operations** that has been completed.

Your contracting operations will be deemed completed at the earliest of the following times:

1. When all of **your contracting operations** to be performed in the contract are complete;
2. When all of **your contracting operations** to be done at a **project site** have been completed; or
3. When that part of **your contracting operations** at a **project site** has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Your contracting operations that may need service, maintenance, correction, repair or replacement, but are otherwise complete, will be deemed complete.

E. Contaminant means any solid, liquid, gaseous or thermal irritant or pollutant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, petroleum hydrocarbons, legionella, electromagnetic fields, **mold**, silt or sediment that originated at and migrated from a **project site**, and waste materials including but not limited to municipal, industrial, medical, pathological, and **low level radioactive waste and materials**.

F. Contamination means:

1. The discharge, dispersal, release or escape of any **contaminant** into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, caused directly by **your professional services, your contracting operations, completed operations, or transportation**, or that originates at a **non-owned location** or at **your insured location**, provided such contaminant is not naturally present in the environment or is not present on, at or within any structure, as applicable, in the amounts or concentrations discovered;
2. The presence of **contaminants** that have been disposed of or abandoned at **your insured location** or a **project site** in violation of applicable **law** by parties other than an **insured** provided that prior to the **inception date** no **insured** or **additional insured** knew or reasonably should have known of such presence, disposal or abandonment; or
3. The presence of **mold** on, at or within buildings or structures.

- G. Conveyance** means motor vehicle, trailer, semi-trailer, aircraft, rolling stock or watercraft, but only if the operator and the conveyance are licensed, insured and permitted in full compliance with applicable law and regulations to transport its cargo, and in the business of transporting such cargo.
- H. Defense expense** means reasonable and necessary legal fees and expenses incurred by us or by an **insured** with our prior written consent: (i) in the defense, investigation or adjustment of any **claim** to which this insurance applies; or (ii) as a direct result of your discovery of any **contamination** to which this insurance applies. **Defense expense** does not include salaries, wages, overhead or benefit expenses incurred by the **insured**, including but not limited to **employees** or a **responsible individual** or supervisory or monitoring counsel, or legal fees or expenses incurred in connection with any dispute, disagreement or controversy arising out of the formation, interpretation, alleged breach, termination, or invalidity of this policy, or as to any other issue regarding the respective duties and responsibilities of us or any **insured** regarding this policy.
- I. Disciplinary proceeding** means any proceeding by a regulatory official or disciplinary agency to investigate charges made by a client or former client alleging professional misconduct in rendering or failing to render **your professional services**.
- J. Emergency expenses** means only those reasonable and necessary expenses incurred to contain, control, abate, or mitigate **contamination** covered under this insurance and that is an imminent and substantial endangerment to:
1. Public health, safety or welfare; or
 2. The environment;
- provided that all of the following applies: (i) the **insured** discovers such **contamination** within seventy-two (72) hours of the **contamination** first commencing; (ii) the **insured** incurs such **emergency expenses** within seven (7) days after the **contamination** first commenced; and (iii) the **emergency expense** is incurred pursuant to **laws** that require an immediate response to **contamination**.
- K. Employee** includes temporary and leased staff working on behalf of and under direct supervision and control by an **insured**, but only while acting within the scope of performing **your contracting operations, your professional services, completed operations, or transportation**, as applicable.
- L. Environmental damage** means direct physical damage to soil, plant or animal life, surface water or groundwater, building or structures, or indoor air caused by **contamination** and resulting in **remediation expense**. **Environmental damage** does not include **property damage**.
- M. Environmental professional** means an individual chosen by us, in consultation with the **insured**, who possesses at least certain minimal levels of education and training and experience, holds valid and applicable licensing, certifications and qualifications to assess and remediate the **contamination**, and who maintains certain minimal levels of applicable insurance.

N. Extended reporting period means either:

1. Automatic **extended reporting period** under Section IX. **EXTENDED REPORTING PROVISIONS**, Paragraph A.; or
2. Supplemental extended reporting period under Section IX. **EXTENDED REPORTING PROVISIONS**, Paragraph B.;

Whichever is applicable, following termination of coverage, as described in Section IX. **EXTENDED REPORTING PROVISIONS**.

O. Image restoration expenses means reasonable and necessary expenses incurred for services rendered by an image restoration firm, exclusive of: (i) any salaries, wages, overhead or benefit expenses incurred by an **insured**, or (ii) any expenses that are covered under any other insurance, including any applicable deductibles or **self-insured retention** amounts of such other insurance.

P. Inception date means: (i) the first date shown in ITEM 4. in the Declarations; or (ii) with respect to any endorsement the Company issues after the first date shown in ITEM 4. in the Declarations, the effective date listed in such endorsement.

Q. Insured means:

1. The **named insured**;
2. Any past or present director, officer, partner, member, or **employee** of the **named insured**, but only while acting within the scope of his or her employment as such; or
3. Any joint venture in which you participate as a member or co-venturer, but solely with regard to the **named insured's** liability arising out of **your contracting operations** or **your professional services** provided in such joint venture. **Insured** does not include the legal entity itself, the joint venture itself or any other entity that is part of either the legal entity or joint venture.
4. Any entity newly formed or acquired by the **named insured** during the **policy period** provided that: (i) you have greater than fifty percent (50%) ownership, control, or beneficial interest in such entity; (ii) such entity performs operations and services consistent with **your contracting operations** and **your professional services**, and (iii) you notify us in writing of the formation or acquisition within 30 days thereof. Coverage will be provided only for **loss, professional loss or remediation expense** caused by **your professional services** or **your contracting operations** that are performed on or after the date of formation or acquisition. This coverage will expire within 90 days of such formation or acquisition or the end of the **policy period**, whichever is earlier. No such entity will continue to be an **insured** under this policy beyond the 90 days of formation or acquisition unless the following conditions precedent to coverage are fully satisfied::
 - a. Within 90 days of formation or acquisition, you must provide us with all relevant particulars regarding such entity, including but not limited to any formation, acquisition or operational agreements or other documents that we may reasonably request from you;
 - b. We must issue an endorsement to this policy expressly naming such entity as a **named insured**;

- c. The **named insured** must pay the additional premium, if any, any agree to any amendment of the provisions of this policy by reason of such formation or acquisition.
- R. **Law** means any federal, state, provincial or local statutes, rule, regulation, ordinance, **Voluntary Clean Up or Risk Based Corrective Action Standards**, or judicial or administrative orders and directives, including any amendment thereto, that apply to the **insured's** liability or responsibility for **contamination**.
- S. **Loss** means monetary awards or settlements, previously agreed to in writing by us, of compensatory damages and, where allowable by law, punitive, exemplary, or multiplied damages, civil fines, penalties and assessments for **bodily injury** or **property damage**, together with related **defense expense** to which this policy applies. **Loss** does not include any non-pecuniary or injunctive relief, the return or withholding of fees or charges for services rendered by or on behalf of the **insured**, costs to correct, re-perform or complete any work, or any **insured's** or **additional insured's** overhead, profit or mark up.
- T. **Low level radioactive waste and materials** means: (i) waste as defined in 10 CFR § 61.2; and/or (ii) material regulated by the U.S. Nuclear Regulatory Commission or an Agreement State under a Type A, B or C Specific License of Broad Scope as defined in 10 CFR § 33.11.
- U. **Mold** means mold, mildew or any type or form of fungus including mycotoxins, spores, microbial volatile organic compounds or any other by-products produced by or released by fungi.
- V. **Named insured** means the individual or entity named in ITEM 1. in the Declarations and responsible for acting on behalf of all other **insureds**, if any, under this policy as described in **X. GENERAL CONDITIONS, L. Sole Agent** and any other individual or entity specifically scheduled onto this policy by endorsement as a **named insured**.
- W. **Natural resource damage** means physical injury to or destruction of, including the resulting loss of value of, and assessment of such physical injury to or destruction of: land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. §1801a et seq.), any state or local government, any foreign government, any Indian tribe, or, if such resources are subject to a trust restriction on alienation, any member of an Indian tribe.
- X. **Non-owned location** means:
 - 1. A site or location that is not owned, leased, managed, occupied, or operated by the **insured**, or its respective parents, subsidiaries or affiliates, and that is listed in a schedule to this policy utilizing the Non-Owned Location Schedule; or
 - 2. A facility used for the recycling, treatment, storage or disposal of waste or materials generated by **your contracting operations** or **your professional services** or **your insured location**, but only if all of the following applies to the facility:
 - a. The facility is not, nor has ever been, owned, occupied, managed, operated or leased by any **insured** or its respective parents, subsidiaries or affiliates;

- b. At the time the facility accepts the **insured's** waste, the facility:
 - i. Possesses valid permits and/or licenses and operating in substantial compliance with the applicable regulations or **laws** to accept, store or process such materials or waste; and
 - ii. Is not subject to any proceeding or litigation under CERCLA, RCRA or an equivalent state, local or provincial **law**;
 - c. The facility is not nor has ever been listed or proposed for listing on the Federal National Priorities List or state or provincial equivalent (State Superfund or Hazardous Site List);
 - d. The facility is not insolvent or in bankruptcy; and
 - e. No **insured** is nor has ever been named as a responsible party or a potentially responsible party due to, arising from, or associated with any **contamination** at the facility.
- Y. Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- Z. Policy period** means the period set forth in ITEM 4. in the Declarations, or any shorter period arising as a result of:
- 1. Cancellation of this policy; or
 - 2. With respect to any **your insured location** or **non-owned location**, the deletion of any such location from this policy by us at your written request.
- AA. Professional loss means:**
- 1. A monetary judgment, award or settlement of compensatory damages;
 - 2. The following damages, fines or penalties:
 - a. Civil fines or penalties assessed against a third party other than an **insured** for which the **insured** is legally liable;
 - b. Civil fines or penalties assessed against the **insured**; or
 - c. Punitive, exemplary or multiplied damages for which the **insured** is legally liable; and
 - 3. **Defense expense** associated with paragraphs 1. and 2. of this definition as referenced above.
- Professional loss** does not include:
- 1. Any non-pecuniary, injunctive, or equitable relief;
 - 2. The return or withholding of fees or charges for services rendered by or on behalf of the **insured**;

3. Costs or expenses incurred by the **insured** to re-perform, alter, supplement, complete, or repair the **insured's** work or services, including redesign, unless we have previously agreed, in writing, to such costs as part of a **claim** settlement;
4. Any of the **insured's** overhead, mark-up, general conditions, or profit; or
5. Any damages, fines, or penalties that are uninsurable under applicable **law**.

BB. Project site means:

1. A site or location at which **your contracting operations** are performed; or
2. A site which is rented or leased by you and utilized in the direct support of **your contracting operations** for a specific contract or project.

Project site does not include any of the following:

1. Any location used for the recycling, treatment, storage or disposal of any waste or materials generated by **your contracting operations**;
2. **Your insured location**; or
3. Any location owned, leased or rented by you or any subsidiary, affiliate or joint venture of yours unless such location is utilized in the direct support of **your contracting operations** for a specific contract or project.

CC. Property damage means:

1. Physical injury to or destruction of tangible property of parties other than the **insured** including the resulting loss of use and diminution in value thereof;
2. Loss of use, and diminution in value of tangible property of parties other than the **insured** that has not been physically injured or destroyed; and
3. **Natural resource damage**.

Property damage does not include **remediation expense** or **environmental damage**.

DD. Remediation expense means:

1. Reasonable and necessary expenses incurred for investigation, removal, abatement, disposal, treatment, clean-up or neutralization, including associated monitoring, of **contaminants**:
 - a. But only to the extent required by **law** applicable within the jurisdiction where the **contamination** occurred;
 - b. In the absence of **law**, only to the extent required by written recommendations made by an **environmental professional** in accordance with written standards or guidance established for the investigation and remediation of **contaminants** by a local, state or federal regulator having jurisdiction where the **contamination** occurred, or in the absence of such standards or guidance, written industry standards or guidance for investigation and remediation of **contamination** that an **environmental professional** determines are necessary to protect human health; or

- c. That have been actually incurred by any government department or agency in accordance with applicable **law**;
- 2. Monetary awards or settlements, previously agreed to in writing by us, of compensatory damages that the **insured** is legally obligated to pay for investigation, removal, abatement, disposal, treatment, clean-up or neutralization, including associated monitoring, of **contaminants**; and
- 3. Punitive, exemplary, or multiplied damages, civil fines, penalties or assessments for **environmental damage** to which this policy applies unless such damages, fines, penalties, or assessments are uninsurable under applicable **law**;
- 4. **Restoration expense**;
- 5. **Emergency expense**; and
- 6. Related **defense expense** to which this policy applies.

However, **remediation expense** does not include **property damage**, or any non-pecuniary, injunctive, or equitable relief, the return or withholding of fees or charges for services rendered by or on behalf of the **insured**, costs to correct, re-perform, alter, supplement, or complete any work or services, or any **insured's** or **additional insured's** overhead, profit, general conditions or mark up.

EE. Responsible individual means:

- 1. Any officer, director, partner, managing member, or project manager of the **insured**; or
- 2. The manager or supervisor of the **insured** who is responsible for environmental, health and safety affairs or compliance; or
- 3. Any manager or supervisor of the **insured** who is responsible for risk management, loss control, procurement or maintenance of insurance, or the tendering or reporting of losses or liabilities to insurers or other third-parties.

FF. Restoration expense means only those reasonable and necessary costs required to repair, replace or restore real or personal property to substantially the same condition it was in prior to being physically damaged provided that:

- 1. Such real or personal property is owned by an **insured**; and
- 2. Such physical damage was directly caused by work performed in responding to **contamination** to which this insurance applies.

However, **restoration expense** does not include any costs associated with betterments or improvements to, or depreciation of, such real or personal property.

GG. Self-Insured Retention means the amount stated in ITEM 7. in the Declarations that is primary to any liability or obligation by us under this policy and can only be satisfied by your payment of covered **loss**, **professional loss** or **remediation expense**, including related **defense expense**. The **self-insured retention** amount must be borne by you and cannot be insured. Your bankruptcy, insolvency or inability to pay the **self-insured retention** will not increase our liability under this policy.

- HH. Transportation** means the transport of goods, materials, product or waste to or from a **project site** by a **conveyance** in support of or in the performance of **your contracting operations**. **Transportation** includes loading or unloading of such goods, materials, product or waste at a **project site**. **Transportation** begins upon loading your goods, products, material or waste onto a **conveyance** and ends when goods, products, materials or waste has been unloaded from a **conveyance**.
- II. Underground storage tank** means any tank (including underground pipes connected thereto) that has at least ten (10) percent of its volume below ground and includes any ancillary and connected pumps, sumps and equipment.
- JJ. Voluntary Clean Up or Risk Based Corrective Action Standards** means those minimum standards adopted by the federal, state, provincial or local regulatory agency (the "Regulatory Authority") having jurisdiction over the **contamination** and applied in consideration of the applicable zoning, land use, geographic conditions, and use restrictions, if any, of the location where the **contamination** occurred for purposes of obtaining a no further action letter, closure or similar approval from the Regulatory Authority.
- KK. Your contracting operations** means only those contracting activities and services stated in the application for this policy, or as scheduled to this policy via endorsement, and performed for third parties by you or on your behalf at a **project site** including means or methods in connection with such activities and services.
- LL. Your insured location** means any property or location approved by us and shown in ITEM 3. in the Declarations or in Your Insured Location Schedule endorsed to this policy. **Your insured location** does not include a **project site**.
- MM. Your professional services** mean only those professional services stated in **Your Professional Services** Schedule endorsed to this policy.

In addition to the foregoing, if **your professional services** stated in **Your Professional Services** Schedule includes construction management services, for purposes of this policy, construction management services means only those services performed pursuant to the role of a construction manager, if accepted by a **named insured** in a written contract or agreement, to manage or coordinate construction means and methods as a consultant to the project owner as follows:

1. During the design phase of a project, only those services performed as a manager or coordinator responsible for communicating financing, time, and cost consequences of design decisions to your client; or
2. During the construction phase, only those services that consist of value engineering, field changes to design, scheduling or sequencing of your subcontractors or sub consultants and monitoring performance of construction teams;

provided that such services arise out of a vocation, calling, occupation, or employment involving specialized knowledge, labor, or skill, and the labor or skill involved is mental or intellectual, rather than physical or manual. Construction management services shall not include **your professional services** for design, design selection, or design recommendations by you or on your behalf.

III. LIMITS OF INSURANCE AND SELF-INSURED RETENTION

The Limits of Insurance shown in ITEMS 5. and 6. in the Declarations, the **self-insured retention** shown in ITEM 7., and the rules below fix the most we will pay regardless of the number of **your insured locations, non-owned locations, insureds, contamination incidents, occurrences**, negligent acts, errors, omissions, **claims** or claimants:

- A. The Total Policy Aggregate Limit shown in ITEM 6. in the Declarations is the most we will pay for the sum of all **loss, professional loss, remediation expense, defense expense**, or other coverage afforded under this policy.
- B. Subject to the Total Policy Aggregate Limit, the most we will pay for the sum of all **loss, professional loss, remediation expense, defense expense**, or other coverage afforded under this policy arising from any single **contamination** incident or any single negligent act, error or omission in **your professional services**, under any Insuring Agreement or endorsement is the applicable Limit of Insurance shown in ITEM 5. in the Declarations, or on the applicable endorsement. If no Limit of Insurance is shown for a particular Insuring Agreement in the Declarations, then no coverage is provided under that particular Insuring Agreement.
- C. The same, related, similar or continuous **contamination** shall be deemed to be a single **contamination** incident.
- D. All **professional loss** arising out of the same, related or continuous negligent acts, errors or omissions in rendering or failure to render **your professional services** shall be deemed to arise out of a single negligent act, error or omission.
- E. Two or more **claims** arising out of or resulting from the same, related, similar or continuous **contamination** or the same, related, similar or continuous negligent act, error or omission in **your professional services**, as applicable, will be deemed to: (i) be a single **claim**; (ii) have been first made at the time the first such **claim** was made against an **insured**; and (iii) be subject to only one Limit of Insurance shown in ITEM 5. in the Declarations or applicable endorsement subject to Paragraph III. F., below, if applicable. The same, related, similar or continuous **contamination** is **contamination** that is based upon, arises out of, is the result of or is logically or causally connected to the same, similar or related facts, circumstances, or situations. The same, related, similar or continuous negligent act, error or omission is a negligent act, error, or omission that is based upon, arises out of, is the result of, or is logically or causally connected to the same, similar or related facts, circumstances, or situations.
- F. If we or an arbitration panel determine that more than one Insuring Agreement applies to any single **contamination** incident or any single negligent act, error or omission in **your professional services**, the following conditions will apply:
 - 1. Only one Limit of Insurance shown in ITEM 5. in the Declarations or applicable endorsement, together with the corresponding **self-insured retention**, will apply to such **contamination** incident or such negligent act, error or omission, as applicable.
 - 2. If one of the applicable Limits of Insurance shown in ITEM 5. in the Declarations or applicable endorsement exceed the amount of any of the other applicable Limits of Insurance, then only the highest such Limit of Insurance and corresponding **self-insured retention** will apply to such **contamination** incident or such negligent act, error or omission, as applicable.

3. In no event will more than one Limit of Insurance shown in ITEM 5. in the Declarations, or applicable endorsement, apply to any single **contamination** incident or negligent act, error or omission in **your professional services**.
- G. We will not pay for **loss, professional loss, remediation expense, defense expense** or other coverage afforded under this policy unless the amount of **loss, professional loss, remediation expense, defense expense** or other coverage afforded under this policy exceeds the applicable **self-insured retention**.
 - H. If the same, related, similar or continuous **contamination** results in **bodily injury, property damage** or **environmental damage** which occurs during policy periods of different CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE policies that we or an affiliated company have issued to the **named insured**, all such **bodily injury, property damage** or **environmental damage** will be deemed to have occurred only on the date of first exposure to such **contamination** and only the policy in force on the date of such exposure shall apply. All resulting **loss** or **remediation expense** shall be subject to the Limit of Insurance shown in ITEM 5. in the Declarations, as applicable and **self-insured retention** shown in ITEM 7. as applicable to such policy. For **bodily injury**, the date of first exposure is the date any individual is first exposed to **contamination**. For **environmental damage** or **property damage**, the date of first exposure is the date the **contaminants** were first discharged, dispersed, released or escaped. If the date of first exposure is prior to the first CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE policy issued to you by us or an affiliated company, or cannot be determined, and the **bodily injury, property damage** or **environmental damage** continues to occur during policy periods of more than one CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE policies, then such **bodily injury, property damage** or **environmental damage** will be deemed to have occurred only on the effective date of the first applicable CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE policy issued by us. In no event will more than one such policy apply to any **loss, professional loss, remediation expense** or **defense expense** that arises out of the same, related, similar or continuous **contamination**, or the same, related, similar or continuous act, error or omission in **your professional services**.
 - I. **Defense expense** is included within and will erode the **self-insured retention** and the applicable Limit of Insurance. **Defense expense** will first be subtracted from the applicable Limit of Insurance, with the remainder of such Limit, if any, being available to pay **loss, professional loss, remediation expense** or **emergency expense** to which this insurance applies.

IV. EXCLUSIONS

This policy does not apply to **claims, loss, professional loss, defense expense, remediation expense** or any other coverage afforded under this policy:

A. Asbestos/Lead

Based upon or arising from any asbestos, asbestos products or any substance or material containing asbestos, or any lead, lead products or any substance or material containing lead that is or was present in or on any building or structure of any type, including any improvements or appurtenances thereto at **your insured location**.

B. Bankruptcy

Based upon or arising out of bankruptcy or insolvency of an **insured** or of any other individual, firm or organization.

C. Contractual Liability

Based upon or arising out of the **insured's**:

1. Liability of others assumed under any contract or agreement; or
2. Breach of contract or agreement.

Subparagraph 1. of this exclusion does not apply to liability:

1. That the **insured** would have in the absence of such contract or agreement;
2. For actual or alleged negligent acts, errors or omissions in the performance of **your professional services**; or
3. Solely with regard to **your contracting operations**, assumed in a written contract or agreement for **your contracting operations**, provided that the **bodily injury, property damage or environmental damage** occurs subsequent to the execution of such contract or agreement and does not arise from the client's sole negligence.

D. Criminal Fines and Penalties

Based upon or arising out of any criminal fines, criminal assessments, or criminal penalties.

E. Damage to Insured's Product

Based upon or arising out of **property damage** or **environmental damage** to the **named insured's** product or work. However, this exclusion does not apply to **completed operations** or a **claim** for **environmental damage**.

F. Damage to Insured's Property

Based upon or arising out of physical injury to or destruction of property owned by an **insured** leased, rented, or loaned to an insured including property in the **insured's** care, custody and control. This exclusion applies solely with respect to **claims** for **property damage**.

G. Discrimination

Based upon or arising out of discrimination by an **insured** on the basis of race, creed, national origin, disability, age, marital status, sex, or sexual orientation.

H. Divested Property Limitation

Based upon or arising out of **contamination** that first begins after **your insured location** has been divested, sold, abandoned, given away, taken by eminent domain or condemned.

I. Employers Liability

Based upon or arising out of **bodily injury** to any past or current **employee**, partner or member of any **insured**, or by anyone who has a right to make a **claim** against any **insured** because of any employment, blood, marital or any other relationship with such **employee**, partner or member. This exclusion applies:

1. Whether the **insured** may be responsible as an employer or in any other capacity; or
2. To any obligation to share damages with or repay someone else who must pay damages because of **claims**.

J. Fiduciary Liability

The **insured's** services and/or capacity as:

1. An officer, director, partner, trustee or **employee** of an organization not identified in ITEM 1. in the Declarations, or charitable organization or pension, welfare, profit sharing, mutual or investment fund or trust; or
2. A fiduciary pursuant to the Employee Retirement Income Security Act of 1974 and its amendments, or any regulation or order issued pursuant thereto; or any other employee benefit plan.

K. Hostile Acts

Based upon or arising out of any consequence of, whether direct or indirect, war, invasion, act of a foreign enemy, hostilities whether declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, or any covert military action.

L. Insurance and Suretyship

Based upon or arising out of the requiring, obtaining, procuring, purchasing, maintaining, advising as to, or the failure to require, obtain, procure, purchase, maintain or advise as to any form of insurance, suretyship or bond, either with respect to any **insured** or any other individual or organization.

M. Insured versus Insured

Based upon or arising out of a **claim** by any **insured** against any other **insured** under this policy. This exclusion does not apply to a **claim** made by an entity as defined in Section II. **DEFINITIONS, A. Additional Insured**, Subparagraph 2.

N. Material Change at Your Insured Location

Based upon or arising out of any material change in the use or operations at **your insured location** from the use or operations stated by you in the application.

O. Known Conditions/Known Circumstances

Based upon or arising out of any fact, circumstance, event, situation or complaint that could reasonably be expected to give rise to a **claim** under this policy, which was in existence prior to the **inception date** and known by, or reasonably should have been known by, any **responsible individual** and not disclosed to us in the application. This exclusion applies to the following:

1. **Contamination**, including any subsequent dispersal, movement or migration of such **contamination**; or
2. Actual or alleged negligent act, error or omission in **your professional services**.

This exclusion, does not apply to **contamination** at a **project site** provided such **contamination** was in existence prior to the **named insured** first performing **your contracting operations** or **your professional services** at such **project site** and was caused or exacerbated by **your contracting operations**.

P. Nuclear Liability

Based upon or arising out of radioactive, toxic, or explosive properties of Source Materials, Special Nuclear Material or By-Product Material, as defined in the Atomic Energy Act, and for which the United States Department of Energy or any other governmental authority or agency has indemnified the **insured**, or for which the Price Anderson Act provides protection for the **insured**.

Q. Personal Injury

Based upon or arising out of the false arrest, humiliation, harassment, detention, imprisonment, wrongful entry or eviction or other invasion of private occupancy, malicious prosecution, abuse of process, libel, slander, harassment, or other defamatory or disparaging material, or a publication or an utterance in violation of an individual's right of privacy.

R. Prior Claims

Based upon or arising from **claims**, **loss**, **remediation expense**, **emergency expense**, **defense expense** or other circumstances reported by you or required to be reported by you under any policy that was in effect prior to the **inception date**.

S. Property Damage to Conveyance

Based upon or arising out of **property damage** to any **conveyance** utilized during **transportation**. This exclusion does not apply to **claims** made by third party carriers, utilized during **transportation**, for such **property damage** directly caused by your sole negligence.

T. Products Liability

Based upon or arising out of goods or products designed, manufactured, sold, handled or distributed by the **insured** or others trading under the **insured's** name, after physical possession of such goods or products has been relinquished by the **insured** or others trading under their names. , unless such **claim, loss, remediation expense** or any other coverage afforded under the policy arises out of the assembly, fabrication or installation of such product as part of **your contracting operations**. This exclusion does not apply to such products while within the legal boundaries of **your insured location** or during **transportation** or costs or expenses incurred due to normal operations engaged in or after the installation of your product as well as any product that has been withdrawn or recalled from the market.

U. Process Improvements

Based upon or arising out of any costs or expenses incurred to install, upgrade, modify or improve any processes, operations, equipment, machinery, or real or personal property at **your insured location**. However, this exclusion will not apply to any **loss** or **remediation expense** that is directly caused by such installation, upgrade, modification or improvement activities at **your insured location**.

V. Related Entities

Based upon or arising out of an **insured's** involvement: (i) in **your professional services** or **your contracting operations** performed by, or on behalf of, any organization, or subsidiary or affiliate thereof, not named in the Declarations or scheduled to this policy as a **named insured** in an endorsement or (ii) as a partner, officer, director, stockholder, employer or **employee** of a business enterprise not named in the Declarations or scheduled to this policy as a **named insured**.

W. Securities Violations

Based upon or arising out of any violation of the Securities Act of 1933 as amended or the Securities Exchange Act of 1934 as amended or any state Blue Sky or securities law or similar State, Federal, or other governmental law, statute, regulation or order issued pursuant to any of the foregoing statutes.

X. Separately Insured Project

Based upon or arising out of any project that is insured under a valid and collectible project specific insurance policy, including but not limited to a project specific policy, owner protective insurance policy, owner controlled insurance program, contractor controlled insurance program, wrap-up policy or other similar policy or program, under which an **insured** is provided coverage similar to this policy. This exclusion does not apply to projects specifically scheduled as an Insured Project in an endorsement to this policy.

Y. Underground Storage Tank

Based upon or arising out of **contamination** resulting directly or indirectly from an **underground storage tank**, the existence of which is known by or which reasonably should have been known by a **responsible individual** and which is located on **your insured location** unless such **underground storage tank** is scheduled on the policy by endorsement.

This exclusion does not apply to any **underground storage tank** that is:

1. A process or septic tank located partially in the ground; or
2. Located on or above the floor of structures built below the ground surface such as vaults or subsurface floors of buildings; or
3. Prior to the **inception date**, deemed closed or removed by the regulatory body having jurisdiction over the **underground storage tank** and where such regulatory body has made a determination that no further action or remediation related to such **underground storage tank** is required in accordance with applicable **law**.

Z. Vehicles

Based upon or arising out of the ownership, use, maintenance or operation any **conveyance**. This exclusion shall not apply to the ownership, use, maintenance or operation of a **conveyance** at a **project site** or **your insured location** or during **transportation**.

AA. Warranties and Guarantees

Based upon or arising out of any express warranty or guarantee. This exclusion does not apply to a warranty or guarantee by the **insured** that **your contracting operations** and **your professional services** conform to generally accepted standards or a legal obligation that you would have in absence of such warranty or guarantee.

BB. Workers Compensation/Employment Practices

Based upon or arising out of:

1. The Merchant Marine Act of 1920 (Jones Act) or any workers compensation, unemployment compensation, disability, employee benefits, profit sharing, ERISA law or similar or related laws; or
2. Any type of employment relationship, terms of conditions of employment, or law relating to the employment of any person, including but not limited to: (i) termination of employment; (ii) refusal to employ; or (iii) any employment-related practices, policies, procedures, acts or omissions.

CC. Willful Non-Compliance and Dishonest Acts

Based upon, arising out of or attributable to:

1. A **responsible individual's** intentional, willful or deliberate noncompliance with or intentional disregard of any **law** or any other statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body; or

2. Actual or alleged fraudulent, dishonest, knowingly wrongful or malicious conduct by or at the direction of the **responsible individual**.

V. POLICY TERRITORY

The coverage afforded pursuant to this policy shall only apply to **contamination** an actual or alleged negligent act, error or omission in the performance of your professional services within the United States, its territories or possessions, or Canada, but only if the **claim** is made within the United States.

All premiums, limits, **self-insured retentions**, **loss**, **professional loss** and other amounts under this policy are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **loss** under this policy is stated in a currency other than United States dollars, payment under this policy shall be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon, or the other element of **loss** or **professional loss** is due, respectively.

This policy shall not apply in any situation that would be in violation of the **laws** of the United States of America or Canada, as applicable, including but not limited to, United States of America economic or trade sanction laws or export controls laws administered by the United States Treasury Office of Foreign Assets Control.

VI. DEFENSE AND SETTLEMENT

- A. We shall have the right and duty to defend any **insured** against any **claim** to which this insurance applies, even if such **claim** is groundless, false or fraudulent. For any **claim** we defend or for any **loss**, **professional loss**, or **remediation expense** to which this insurance applies, we will pay **defense expense** in excess of the **self-insured retention**: (i) for the investigation or defense of such **claim**; or (ii) incurred in connection with the payment of such **loss** or **remediation expense**, as applicable. **Defense expense** is included within and will erode the Limits of Insurance and is included within the **self-insured retention** shown in ITEM 7. in the Declarations, or applicable endorsement. Our duty to defend and to pay **defense expense** ends once the applicable Limit of Insurance is exhausted or tendered into a court of applicable jurisdiction or once the **insured** refuses a settlement offer as provided in Paragraph VI.D. below. We shall have no duty to defend any **claim**, or to pay **defense expense** for any **loss**, **professional loss**, or **remediation expense**, to which this insurance does not apply.
- B. We shall have the right to select counsel for the investigation, adjustment and defense of **claims** to which this insurance applies. The **insured** shall have the right to propose such counsel and we will consult with the **insured** on the selection. If more than one **insured** is involved in a **claim** to which this insurance applies, we may, in our sole discretion, appoint separate counsel for one or more of such **insureds** if there is a material (actual or potential) conflict of interest among any such **insureds**.

- C. In the event that by mutual agreement or by applicable law the **insured** is entitled to select independent counsel to defend a **claim** to which this insurance applies, the **defense expense** we must pay to such counsel is limited to the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of similar **claims** in the venue where the **claim** arose or is being defended. We have the right to require that such counsel have certain minimum qualifications with respect to competency, including experience in defending **claims** similar to the one pending against the **insured**, and to require that such counsel have acceptable limits of errors and omissions insurance coverage. The **insured** agrees that such counsel will timely respond to our requests for information regarding any **claim**. Notwithstanding the foregoing, the **insured** may at any time, by its written consent, freely and fully waive any right to select independent counsel. This paragraph C. applies to **defense expense** both within and excess of any **self-insured retention**.
- D. We reserve the right, but not the duty, to at any time, with the **insured's** consent, settle any **claim** to which this insurance applies as we deem expedient. If with respect to any **claim** to which this insurance applies, the **insured** refuses to consent to the first settlement acceptable to the claimant which we recommend to the **insured** in writing, and elects to further contest such **claim**, then our liability for such **claim** shall not exceed the amount for which such **claim** could have been settled, including legal expenses incurred, up to the date of such refusal, plus fifty (50) percent of covered **loss, professional loss, remediation expense** or other coverage afforded under this policy in excess of such first settlement amount. It being a condition precedent of this insurance that the remaining fifty (50) percent of such **loss, professional loss, remediation expense** or other coverage afforded under this policy in excess of the first settlement amount is uninsured and shall be borne by the **insured** at the **insured's** own risk. Notwithstanding the foregoing, this paragraph shall not apply until the settlement amount exceeds the **self-insured retention** amount stated in ITEM 7. in the Declarations or applicable endorsement. In addition, if we recommend a first settlement of a **claim** to which this insurance applies within the policy's applicable Limit of Insurance that is acceptable to the claimant, and the **insured** consents to such settlement, then the **insured's** applicable **self-insured retention** for such **claim** shall be retroactively reduced by ten (10) percent. It shall be a condition precedent to such reduction that you must consent to the first settlement amount within thirty (30) days after the date we recommend to the **insured** such first settlement amount, or in the case of a first settlement amount which arises from a first settlement offer by the claimant, then within the time permitted by the claimant to accept such first settlement offer, but in all events no later than thirty (30) days after we recommend to the **insured** such first settlement offer. If the **insured** does not consent to the first settlement within the time prescribed above, the applicable **self-insured retention** amount shall remain the respective amount set forth in ITEM 7. in the Declarations or applicable endorsement, even if consent is given to a subsequent settlement.

VII. NOTICE AND CLAIM REPORTING PROVISIONS

- A. Notice as required under this policy must be given by you, or on your behalf:

In writing to us at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950
ATTN: Claims – Environmental

By email at: claimsreport@phly.com

By fax at: 1 (800) 685-9238; or

By telephone at: 1 (800) 765-9749.

For claims-made coverage afforded by this policy, as a condition precedent to our obligations under this policy, the **insured** must give written notice to us as soon as practicable during the **policy period** or **extended reporting period**, if applicable, of any **claim** made against the **insured** for **loss, professional loss, remediation expense** or other coverage afforded under the policy. Oral notification must be followed with a written notice to us as soon as practicable during the **policy period** or **extended reporting period**, if applicable. For occurrence-based coverage afforded by the policy, the **insured** must give notice to us as soon as practicable of any **occurrence** that reasonably may result in a **claim** under the policy. Oral notification must be followed with a written notice to us as soon as practicable.

- B. If during the **policy period**, the **insured**: (i) first becomes aware of any: (a) **contamination** (b) negligent act, error or omission in **your professional services**, (c) or other **occurrence**, or (ii) incurs **emergency expense**, any of which could reasonably be expected to give rise to a **claim, remediation expense** or other coverage under this policy, the **insured** must give written notice to us regarding all particulars of such incident. Notice must be provided to us as soon as practicable after the **insured** discovers such **contamination**, or **occurrence**, or incurs such **emergency expense**, but in no event later than the expiration of the **policy period** for any claims-made coverage afforded under this policy. Oral notification must be followed with a written notice to us as soon as practicable, but in no event later than the expiration of the **policy period** for any claims-made coverage afforded under this policy. Such notice of any **contamination, occurrence, emergency expense** or negligent act, error or omission in **your professional services** must include:

1. The particulars of the specific **contamination**, or **occurrence**, negligent act error or omission, or **emergency expense**;
2. The circumstances by which the **insured** first became aware of such **contamination**, or **occurrence**, negligent act error or omission, or **emergency expense**; and
3. The **claim, loss, professional loss** or **remediation expense** or other coverage afforded under this policy which has or may result from such **contamination**, or **occurrence**, negligent act, error or omission, or **emergency expense**.

- C. In the event that the **named insured** continuously maintains Contractors Environmental and Professional Coverage with the Company and in the event we determine that the **insured** fully complied with the notice provision set forth in Paragraph **VII. B.**, then for a period not to exceed five (5) years from the expiration of this policy, any **claim, remediation expense, loss, professional loss** or other coverage afforded under this policy that subsequently arises out of such **contamination** or **occurrence**, or such negligent act, error or omission, as applicable, will be considered to have been first made under the policy in effect at the time the **insured** discovers or is first made aware of such **contamination** or **occurrence**, or such negligent act, error or omission.

VIII. DUTIES IN THE EVENT OF A CLAIM OR REMEDIATION EXPENSE OR DISCOVERY OF CONTAMINATION

A. The Insured's Duties

As a condition precedent to our obligations under this policy, in the event of a **claim, loss, professional loss, remediation expense**, other coverage afforded under this policy or the discovery of **contamination**, and pursuant to **VII. NOTICE AND CLAIM REPORTING PROVISIONS** above, you must:

1. As soon as practicable, give notice containing all reasonably ascertainable information including but not limited to the particulars sufficient to identify the **insured**, witnesses, injured parties, time, place and underlying circumstances to us;
2. As soon as practicable, give notice to us regarding the specific particulars of any **contamination** and reasonably anticipated response to such **contamination** and extent of expected **remediation expense** or **emergency expense** that may reasonably be anticipated to be incurred as a result of any **contamination**;
3. Immediately forward to us every demand, notice, summons, or other process received by the **insured** or **insured's** representatives;
4. Authorize us to obtain records and other information on an **insured's** behalf;
5. Take reasonable measures to protect your interests, and to mitigate any **loss, professional loss, remediation expense, defense expense** or any other coverage afforded under this policy, and to comply with applicable laws. We shall not be liable for **loss, professional loss, remediation expense, defense expense** or any other coverage afforded under this policy admitted by the **insured** without our prior written consent;
6. Except at an **insured's** sole expense, admit no liability, make no payments, assume no obligation and incur no expense related to such **claim**, or **remediation expense** without our prior written consent, except in the case of **emergency expense**;
7. Fully cooperate with us and, upon our request, assist in investigations, making settlements and in the conduct of defense of **claims**. The **insured** shall, at the **insured's** cost, attend inquires, interviews, hearings, trials and depositions and shall assist in securing and giving evidence and in obtaining the attendance of witnesses and employees; and

8. Not demand or agree to arbitration of any **claim** or any part of your responsibilities for **remediation expense, loss, or professional loss**, or other coverage afforded or **contamination** without our prior written consent. Such consent shall not be unreasonably withheld.

BREACH OF ANY OF THE ABOVE CONDITIONS PRECEDENT TO COVERAGE WILL BE DEEMED TO HAVE PREJUDICED THE COMPANY AND WILL, AT THE SOLE AND ABSOLUTE DISCRETION OF THE COMPANY, RESULT IN FORFEITURE OF ALL COVERAGE FOR ANY **CLAIM, LOSS, PROFESSIONAL LOSS, REMEDIATION EXPENSE, EMERGENCY EXPENSE** OR ANY OTHER BENEFIT UNDER THIS POLICY

B. Rights and Duties Concerning Contamination

1. Subsequent to an **insured's** discovery of, and notification to us of **contamination** in accordance with Sections **VII.** and **VIII.** of the policy, The **insured** shall have the right and duty to retain an **environmental professional**, subject to our consent, to investigate or remediate **contamination** that has or may reasonably be expected to result in **loss or remediation expense** covered by this insurance. We have the right, but not the duty, to review and approve all aspects of any such investigation or remediation.
2. In the event of **emergency expense**, the **insured** may select an **environmental professional** without our prior consent. Except for **emergency expense**, any costs incurred without our consent will not be covered under this policy or credited against the **self-insured retention**. As a condition precedent for coverage of **emergency expense** under this policy, the **insured** must notify us as soon as practicable, but in no event after expiration of the **policy period**, of such **emergency expense**.
 - a. In the event that the **insured**, subject to our prior consent, retains a remediation contractor to investigate and remediate **contamination** to which this policy applies, the **remediation expense** we must pay to such remediation contractor is limited to the unit rates and material costs we would actually pay to remediation contractors that we retain in the ordinary course of business in the investigation or remediation of similar **contamination** in the location where the **contamination** took place. We have the right to require that such remediation contractors have certain minimum qualifications with respect to competency, including experience in investigation and remediation **contamination** similar to the **contamination** at issue, and to require that such remediation contractors have acceptable limits of errors and omissions insurance coverage. The **insured** warrants that such remediation contractors will timely respond to our requests for information regarding any **contamination**.
 - b. In the event that the **insured**, subject to our prior consent, directly undertakes the investigation and remediation of **contamination** resulting directly or indirectly from **your contracting operations** to which this policy applies, the **remediation expense** we must pay to such **insured** is limited to the unit rates and material costs we would actually pay to remediation contractors that we retain in the ordinary course of business in the investigation or remediation of similar **contamination** in the location where the **contamination** took place, but in no event will we be obligated to pay the **insured** for any element of overhead or profit with respect to any **remediation expense** it incurs under this subparagraph

3. In addition, we shall retain the right but not the duty to investigate or remediate **contamination** on behalf of the **insured** after receipt of notice of such **contamination**. Any expenses incurred in such investigation or remediation shall be deemed to be incurred by the **insured** and applied against the Limits of Insurance and credited against the **self-insured retention**.

IX. EXTENDED REPORTING PROVISIONS

The provisions of this Section **IX. EXTENDED REPORTING PROVISIONS** shall apply only to coverage provided by this policy that is on a Claims-Made and Reported Basis.

A. Automatic Extended Reporting Period

1. If you cancel or refuse to renew this policy or, if we cancel or refuse to renew this policy for reasons other than non-payment of premium or fraud or material misrepresentation on your part, we will provide to you a ninety (90) day automatic **extended reporting period**, at no additional charge.
2. The automatic **extended reporting period** will apply to any **claim** first made against you and reported to us in writing during the ninety (90) day extension period, but only with respect to:
 - a. A negligent act, error or omission in **your professional services**; or
 - b. **Contamination** that the **named insured** discovers or is made aware of during the **policy period** and reports to us in writing during the **policy period**; or
 - c. Solely with respect to **contamination** that the **named insured** discovers or is made aware of within twenty four (24) hours prior to the termination of the policy and reports to us in writing during the five (5) days immediately following the termination of the policy;

Provided that such **contamination** or negligent act, error, or omission, as applicable, is otherwise covered by this policy.

3. If you purchase replacement coverage for this policy, the ninety (90) day automatic extension period will end on the effective date of the replacement coverage.

B. Supplemental Extended Reporting Period

1. If you cancel or refuse to renew this policy or, if we cancel or refuse to renew this policy for reasons other than non-payment of premium or fraud or material misrepresentation on your part, you shall have the right to purchase a supplemental **extended reporting period** of thirty-three (33) months for a premium of not more than two hundred percent (200%) of the expiring policy premium.
2. The supplemental **extended reporting period** will apply to any **claim** first made against you and reported to us in writing during the supplemental **extended reporting period** but only with respect to:
 - a. A negligent act, error or omission in **your professional services**; or
 - b. **Contamination** that the **named insured** discovers or is made aware of during the **policy period** and reports to us in writing during the **policy period**; or

- c. Solely with respect to **contamination** that the **named insured** discovers or is made aware of within twenty-four (24) hours prior to the termination of the policy and reports to us in writing during the five (5) days immediately following the termination of the policy;

Provided that such **contamination** or negligent act, error, or omission, as applicable, is otherwise covered by this policy.

- 3. You must apply for this extension in writing, accompanied by payment of premium, prior to the expiration of the ninety (90) day automatic **extended reporting period** under **A.** above.

C. **Extended Reporting Periods**

The **extended reporting periods** are subject to the following conditions, as applicable:

- 1. All premium paid with respect to a supplemental **extended reporting period** shall be deemed to be fully earned as of the first day of the extension period.
- 2. The supplemental **extended reporting period** described herein shall commence upon the day that the automatic **extended reporting period** terminates.
- 3. For the purpose of any **extended reporting period**, any change in premium, **self-insured retention**, Limits of Insurance or other terms or conditions at renewal is not a refusal to renew.
- 4. Limits of Insurance available during any **extended reporting period** shall not exceed the balance of the Limits of Insurance in effect at the time the policy terminated.
- 5. In the event similar insurance is in force covering any **claims** first made during the automatic **extended reporting period**, there is no coverage under this policy.
- 6. In the event similar insurance is in force covering any **claims** first made during the supplemental **extended reporting period**, coverage provided by this policy shall be excess over any such other insurance, including any applicable deductible or self-insured retention amounts of such other insurance. For purposes of this provision, other insurance includes all types of self-insurance, indemnification or other funding arrangement or program that is available to compensate an **insured** for liability.
- 7. Any **extended reporting period** does not extend the **policy period**. Any **claim** first made against you during an **extended reporting period** will be deemed to have been first made during the last day of the **policy period**.

X. **GENERAL CONDITIONS**

A. **Subrogation**

If we pay any amount under this policy, we shall be subrogated to the **insured's** rights of recovery against any individual, firm or organization. The **insured** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. The **insured** shall not waive or prejudice such rights subsequent to when a **claim** is first made or when the **insured** discovers **contamination**.

Any recovery as a result of a subrogation proceeding arising out of payment of a **professional loss, loss or remediation expense** covered under this insurance shall accrue first to you to the extent of any payments in excess of the Limits of Insurance; then to us to the extent of our payment under the policy; and then to you to the extent of your deductible. Expenses incurred in such subrogation proceedings will be apportioned among the interested parties in the recovery, in the proportion that each interested party's share in the recovery bears to the total recovery.

Notwithstanding the foregoing, we hereby waive our right of subrogation against your client and any entity where required by written contract provided that such contract is fully executed prior to the first commencement of **contamination** or prior to the rendering or failure to render **your professional services**, as applicable to which this insurance applies. Such waiver of subrogation within any written contract does not expand, enhance or otherwise increase the terms and conditions of this policy accordingly.

B. Changes

Notwithstanding anything to the contrary, no provision of this policy may be amended, waived or otherwise changed except by endorsement issued by us to form part of this policy.

C. Action Against Us

No person or organization has a right under this insurance:

1. To join us as a party or otherwise bring us into a **claim**; or
2. To sue us under this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on a fully executed settlement agreement or on a final judgment against the **insured** obtained after an actual trial; but we will not be liable for **loss, professional loss, remediation expense, emergency expense, or defense expense** that is not payable under the terms of this insurance or that is in excess of the applicable Limits of Insurance.

D. Bankruptcy

Your bankruptcy or insolvency, or that of your successors in interest, shall not relieve us of our obligations under this policy.

E. Cancellation or Non-Renewal

You may cancel this policy by surrendering it to us or one of our authorized agents or by mailing written notice to us and providing to us a future date when cancellation shall be effective. If you cancel this policy, we shall retain the customary short-rate portion of the premium less the minimum earned premium, if applicable.

We may cancel the policy by mailing to you at the address stated in ITEM 2 in the Declarations written notice stating when, not less than ninety (90) days thereafter; or ten (10) days in the case of cancellation for non-payment of premium or **self-insured retention**, such cancellation shall become effective. If we cancel the policy, earned premium shall be computed pro-rata. The mailing of Notice of Cancellation as aforementioned shall be sufficient notice of the intent to cancel. The effective date of cancellation specified in the notice shall terminate this **policy period**.

This policy may only be cancelled by us for:

1. Non-payment of premium or **self-insured retention**;
2. Change in your operations or professional services that materially increase risks covered under this policy;
3. Fraud or material misrepresentation by you; or
4. Any **named insured's** failure to comply with terms and conditions or your contractual obligations under this policy. You shall have a period of sixty (60) days from the date of notice of cancellation to remedy such non-compliance. If the remedy is satisfactory to us, we shall rescind such notice in writing and the policy shall remain in force. Notwithstanding the foregoing, if the policy is cancelled due to non-payment of premium, at the Company's option, upon receipt of all outstanding premium payments, the policy may be reinstated, but only from the date we receive such outstanding premium payments.

F. Assignment

Assignment of interest under this policy shall not bind us and such assignment is void unless our consent is endorsed hereon.

G. Representations

By acceptance of this policy, you represent and warrant that:

1. The statements in the Declarations and application are complete and accurate;
2. The statements in the application are your representations and warranties and that those representations and warranties are material;
3. This policy is issued in reliance upon the truth and accuracy of such representations and warranties;
4. The statements in the application are incorporated into this policy. This policy embodies all existing agreements between you and us relating to this insurance;
5. Breach of those representations or warranties will result, at our election, in forfeiture of coverage for any **claim, loss, professional loss, remediation expense or emergency expense** reported to us under the policy, or voiding of the policy from the **inception date**.

For the purposes of this policy, application means the formal application and all attachments and other documents and materials submitted to us by you, or on your behalf, in connection with your purchase of this policy and any endorsements we may issue after the **inception date**, including any renewal of this policy. In the event you did not submit an application form to us, the application will be deemed to consist of any documents or materials submitted to us by you or on your behalf in connection with your purchase of this policy, any endorsements we may issue or any renewal of this policy.

H. Other Insurance

If other valid and collectible insurance is available to the **insured** for coverage granted under this policy, our obligations are limited as follows:

1. This insurance is primary, and our obligations are not affected unless any other insurance is also primary. In that case, we will share with all such other insurance by the method described in Paragraph **2.** below, or this insurance will be primary and non-contributory when Paragraph **3.** below applies; and
2. If all of the other insurance permits contribution by equal shares, we will also follow this method. In this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the **loss** remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. In contribution by limits, each insurer's share is based upon the ratio its applicable limit of insurance bears to the total applicable limits of insurance of all insurers.
3. This insurance is primary and non-contributory with other valid and collectible insurance, but only if: (i) the **named insured** has a written contract or agreement requiring this insurance to be primary and non-contributory; and (ii) such contract or agreement was executed prior to the date that **your contracting operations** or **your professional services**, as applicable first commenced.

For purposes of this provision, other insurance includes all types of self-insurance, indemnification or other funding arrangement or program that is available to compensate an **insured** for liability.

I. Headings

The descriptions in the headings of this policy and any endorsements attached hereto are solely for convenience, and form no part of the terms and conditions of coverage.

J. Consent

Where consent by us or an **insured** is required under this policy, such consent shall not be unreasonably withheld, delayed, conditioned or denied.

K. Access and Inspection

In connection with underwriting of this insurance or with our defense or adjustment of any **loss, professional loss, claim, remediation expense** or any other coverage afforded under this policy, we shall be allowed, but not obligated to, conduct inspections, surveys, audits or reviews of your location, operations, books or other information deemed pertinent by us. Such inspections, surveys, audits or reviews could involve the taking of samples, interviewing of **employees**, physical access to locations or access to materials or information concerning your operations, structure or financials of your company.

The **insured** agrees to cooperate with us, and provide us with access to locations, information, and employees for such inspections, surveys, audits, or reviews, whether or not you deem such location or information relevant to the underwriting of this insurance, or with our defense or adjustment of any **claim, loss, professional loss, remediation expense** or any other coverage afforded under this policy.

Neither our right to conduct such inspections, surveys, audits or reviews nor the results or conclusions of such actual inspections, surveys, audits or reviews shall warrant, in any way, that the operations or location are safe, healthful or compliant with or conform to applicable **laws**, standards or accepted practices. This condition applies to any agents or representatives that we allow to conduct such inspections, surveys, audits or reviews on our behalf.

L. Sole Agent

The **named insured** listed in ITEM 1. on the Declarations shall act on behalf of all other **insureds**, if any, for the payment or return of any premium, payment of any **self-insured retention**, receipt and acceptance of any endorsement issued to form a part of the policy, giving and receiving notices, including notices of cancellation or non-renewal, the exercise of the rights provided in the **extended reporting period**, and the receipt and acceptance of any payment required to be made by us under the policy.

M. Severability

Except with respect to Limits of Insurance, **self-insured retention**, Exclusion **M. Insured versus Insured**, Cancellation or Non-Renewal and any rights and duties assigned in this policy to you, this insurance applies as if each **insured** were the only **insured** and separately to each **insured** against whom a **claim** is made. Any misrepresentation, act, or omission that is in violation of a term, duty or condition under this policy by one **insured** shall not prejudice another **insured** under this policy. This condition shall not apply to an **insured** who is a parent, subsidiary or affiliate of the **insured** which committed the misrepresentation, act, or omission referenced above.

N. Shared Limits

You and all other **insureds** understand, agree and acknowledge that this policy contains an Aggregate Limit that is applicable to and shared by all **insureds** who are or may become an **insured**. As such all **insureds** understand and agree that the limits of this policy may be depleted or exhausted by payments to other **insureds**.

O. Arbitration

Any dispute, disagreement or controversy arising out of the formation, interpretation, alleged breach, termination, or invalidity of this policy, or as to any other issue regarding the respective duties and responsibilities of us or any **insured** regarding this policy, shall be resolved through binding arbitration. Except with respect to the selection of the arbitration panel, the arbitration will be conducted in accordance with the rules of the American Arbitration Association ("AAA") that are in effect as of the date a party first provides notice of its demand for arbitration to the other party in accordance with the policy's notice provisions. The panel will consist of one arbitrator selected by the **insured**; one selected by us; and a third independent arbitrator will be selected by the first two arbitrators. If the first two arbitrators cannot agree on the selection of a third independent arbitrator within thirty (30) days of such notice, the third arbitrator will be selected by the AAA.

The arbitration proceeding will take place in the state shown in ITEM 2. in the Declarations or in the domicile of the entity seeking relief from us or from whom we are seeking relief. The arbitrators must give due consideration to the general principles of the law of the state shown in ITEM 2. in the Declarations in construing and interpreting this policy; provided however, that the terms, conditions, provisions and exclusions of this policy are to be construed in an evenhanded fashion as between the parties. Where the language of this policy is alleged to be ambiguous or otherwise unclear, the issue will be resolved in the manner most consistent with the relevant terms, conditions, provision or exclusions of the policy (without regard to the authorship of the language, the doctrine of reasonable expectations of the parties and without any presumption or arbitrary interpretation or construction in favor of either party or parties, and in accordance with the intent of the parties).

The written decision of the arbitrators will be binding on all parties, must set forth its reasoning and basis in law and fact, and must be provided to all parties simultaneously. The arbitrators' award shall not include attorney fees or other costs of arbitration. Judgment on the award may be entered in any court of competent jurisdiction. Each party shall bear the costs and expenses of arbitration equally.

Notwithstanding any language to the contrary, the parties hereby agree that: the Underlying Award may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); and that the Underlying Award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of a party's receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office and simultaneously serving such Notice on the other party. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS POLICY TO BE SIGNED BY OUR PRESIDENT AND SECRETARY. THIS POLICY SHALL NOT BE VALID UNLESS SIGNED ON THE DECLARATIONS PAGE BY OUR DULY AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL NAMED INSURED SCHEDULE**

This endorsement modifies the coverage form as per the following:

It is hereby agreed that the following individual(s), entity(ies) or organization(s) is scheduled as an additional **named insured** solely with respect to the applicable insuring agreement(s) checked and applicable retroactive date below:

| Named Insured Schedule |
|--|
| Asphalt Infrastructure, LLC |
| Cascade Civil Construction, LLC |
| Crestline Construction Company, LLC |
| Kerr Contractors Oregon, LLC |
| Lifecycle Constructors, LLC |
| Weitman Excavation, Inc. |
| AWA One, LLC |
| BK One, LLC |
| Cascade Construction Management, LLC |
| Crestline Holdings, LLC |
| CRG Holdings, LLC |
| Kerr Holdings, Inc. |
| Kerr Contractors Holdings Company, LLC |
| Kerr Transportation Group, LLC |
| TJK One, LLC |
| Woodburn Risk Management, Inc. |
| Aspen Pacific City, LLC |
| Cascade Civil Development, Inc. |
| Cummings, LLC |
| Lone Pine Land & Cattle, LLC |
| MTK Holdings, LLC |
| MTK Leasing, LLC |
| The Dalles Industrial Group LLC |
| Willow Creek Land, LLC |
| Woodburn Industrial Capital Group LLC |
| Cabin Canyon, LLC |
| Columbia Northwest Recycling, Inc |
| Columbia Western Machinery, LLC |
| Construction Materials Recycling |
| Falcon Shoring, LLC |
| KCI Equipment Company, LLC |
| Kerr Contractors, Inc. |
| Kerr Equipment LLC |
| Nicolai Quarry, LLC |
| Service Transportation LLC |

| |
|-----------------------------|
| TD Columbia, LLC |
| West Side Quarry, LLC |
| Western Rock Resources, LLC |
| Mosaico LLC |
| EMK One LLC |
| WASHCO WSP4.1 JV, LLC |
| Elder Demo, LLC |
| Elder Machinery, LLC |
| |

Applicable Insuring Agreement indicated by check box:

| Check Box | Insuring Agreement |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | A. Professional Liability Coverage Professional Liability Retroactive Date: |
| <input checked="" type="checkbox"/> | B. Contracting Operations Environmental Liability Coverage |
| <input checked="" type="checkbox"/> | C. Non-Owned Location Liability Coverage Non-Owned Location Retroactive Date: |
| <input checked="" type="checkbox"/> | D. Your Insured Location Liability Coverage |
| <input checked="" type="checkbox"/> | E. Image Restoration Coverage |

The person or entity named in ITEM 1. on the Declarations is responsible for acting on behalf of all other **named insureds**, if any, **under** this policy as described in Section **X. GENERAL CONDITIONS, Sole Agent**.

All other policy terms and conditions remain unchanged.

Carrier no: 20001**Endorsement no:** WC000313
(Ed. 430B)**SAIF policy:** 774585 Crestline Construction Company LLC

Waiver of Our Right to Recover from Others Endorsement

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Description: ALL OPERATIONS

Contractor name: Persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.

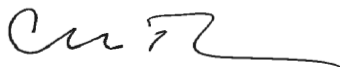
This endorsement does not alter the rights of an injured worker to pursue recovery from another party or SAIF to receive a statutory share of recoveries by an injured worker, even from the party listed in the schedule.

The premium charge for this endorsement is based on one (1) percent of your manual premium.

Effective date: October 01, 2022

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned September 27, 2022 at Salem, Oregon



WC000313
(Ed. 430B)

Chip Terhune
President and Chief Executive Officer

This page has been left blank intentionally.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208809-905001**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Choruby; Brent Olson; Casey J. Geske; Chloe Lyons; Christopher A. Reburn; Gail A. Price; Gloria Bruning; J. Patrick Dooney; Joel Dietzman; Justin Cumnock; Leticia Romano; Philip O. Forker; Richard W. Kowalski; Sterling Drew Roddan; Vicki Mather

all of the city of Lake Oswego state of OR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of October, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 6th day of October, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

PERFORMANCE BOND

CONTRACTOR (name and address):
Crestline Construction Company, LLC
3600 Crates Way, Suite 100
The Dalles, OR 97058

SURETY (name and address of principal place of business):
Liberty Mutual Insurance Company
175 Berkeley St.
Boston, MA 02116

OWNER (name and address):
Wasco County
511 Washington St., Suite 101, The Dalles, OR 97058

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: Two Hundred Seventy-four Thousand Seven Hundred Twenty & 00/100 (\$274,720.00)

Description (name and location):

Discovery Center Water System Expansion Project - 2023 - The Dalles, Oregon

BOND

Bond Number: 023226678

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: Two Hundred Seventy-four Thousand Seven Hundred Twenty & 00/100 (\$274,720.00)

Modifications to this Bond Form: ☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Crestline Construction Company, LLC (seal)
Contractor's Name and Corporate Seal

By: [Signature]
Signature

ERIK KERR
Print Name

Manager
Title

Attest: [Signature]
Signature

Controller
Title

SURETY

Liberty Mutual Insurance Company (seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature (attach power of attorney)

Vicki Mather
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature Chloe Lyons

Witness for Surety
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the

Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than

the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including

allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR (name and address):
Crestline Construction Company, LLC
3600 Crates Way, Suite 100
The Dalles, OR 97058

SURETY (name and address of principal place of business):
Liberty Mutual Insurance Company
175 Berkeley St.
Boston, MA 02116

OWNER (name and address): Wasco County
511 Washington St., Suite 101, The Dalles, OR 97058
CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: Two Hundred Seventy-four Thousand Seven Hundred Twenty & 00/100 (\$274,720.00)

Description (name and location):

Discovery Center Water System Expansion Project - 2023 - The Dalles, Oregon

BOND

Bond Number: 023226678

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: Two Hundred Seventy-four Thousand Seven Hundred Twenty & 00/100 (\$274,720.00)

Modifications to this Bond Form: ☒ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Crestline Construction Company, LLC (seal)

Contractor's Name and Corporate Seal

By: [Signature]
Signature

Eric Kerr
Print Name

Manager
Title

Attest: [Signature]
Signature

OWNER
Title

SURETY

Liberty Mutual Insurance Company (seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature (attach power of attorney)

Vicki Mather
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature Chloe Lyons

Witness for Surety
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and

8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208809-905001**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Choruby; Brent Olson; Casey J. Geske; Chloe Lyons; Christopher A. Reburn; Gail A. Price; Gloria Bruning; J. Patrick Dooney; Joel Dietzman; Justin Cumnock; Leticia Romano; Philip O. Forker; Richard W. Kowalski; Sterling Drew Roddan; Vicki Mather

all of the city of Lake Oswego state of OR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of October, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 6th day of October, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

| | Page |
|--|------|
| ARTICLE 1 – Definitions and Terminology..... | 1 |
| 1.01 Defined Terms..... | 1 |
| 1.02 Terminology | 5 |
| ARTICLE 2 – Preliminary Matters | 6 |
| 2.01 Delivery of Bonds and Evidence of Insurance..... | 6 |
| 2.02 Copies of Documents | 6 |
| 2.03 Before Starting Construction | 6 |
| 2.04 Preconstruction Conference; Designation of Authorized Representatives | 7 |
| 2.05 Initial Acceptance of Schedules | 7 |
| 2.06 Electronic Transmittals..... | 7 |
| ARTICLE 3 – Documents: Intent, Requirements, Reuse..... | 8 |
| 3.01 Intent..... | 8 |
| 3.02 Reference Standards | 8 |
| 3.03 Reporting and Resolving Discrepancies | 8 |
| 3.04 Requirements of the Contract Documents | 9 |
| 3.05 Reuse of Documents | 10 |
| ARTICLE 4 – Commencement and Progress of the Work | 10 |
| 4.01 Commencement of Contract Times; Notice to Proceed | 10 |
| 4.02 Starting the Work..... | 10 |
| 4.03 Reference Points | 10 |
| 4.04 Progress Schedule | 10 |
| 4.05 Delays in Contractor’s Progress | 11 |
| ARTICLE 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions | 12 |
| 5.01 Availability of Lands | 12 |
| 5.02 Use of Site and Other Areas..... | 12 |
| 5.03 Subsurface and Physical Conditions..... | 13 |
| 5.04 Differing Subsurface or Physical Conditions | 14 |
| 5.05 Underground Facilities | 15 |

| | | |
|---|--|----|
| 5.06 | Hazardous Environmental Conditions at Site | 17 |
| ARTICLE 6 – Bonds and Insurance..... | | 19 |
| 6.01 | Performance, Payment, and Other Bonds | 19 |
| 6.02 | Insurance—General Provisions | 19 |
| 6.03 | Contractor’s Insurance..... | 20 |
| 6.04 | Owner’s Liability Insurance | 23 |
| 6.05 | Property Insurance..... | 23 |
| 6.06 | Waiver of Rights | 25 |
| 6.07 | Receipt and Application of Property Insurance Proceeds | 25 |
| ARTICLE 7 – Contractor’s Responsibilities | | 26 |
| 7.01 | Supervision and Superintendence | 26 |
| 7.02 | Labor; Working Hours | 26 |
| 7.03 | Services, Materials, and Equipment..... | 26 |
| 7.04 | “Or Equals” | 27 |
| 7.05 | Substitutes | 28 |
| 7.06 | Concerning Subcontractors, Suppliers, and Others | 29 |
| 7.07 | Patent Fees and Royalties | 31 |
| 7.08 | Permits | 31 |
| 7.09 | Taxes | 32 |
| 7.10 | Laws and Regulations..... | 32 |
| 7.11 | Record Documents..... | 32 |
| 7.12 | Safety and Protection..... | 32 |
| 7.13 | Safety Representative | 33 |
| 7.14 | Hazard Communication Programs | 33 |
| 7.15 | Emergencies | 34 |
| 7.16 | Shop Drawings, Samples, and Other Submittals..... | 34 |
| 7.17 | Contractor’s General Warranty and Guarantee..... | 36 |
| 7.18 | Indemnification | 37 |
| 7.19 | Delegation of Professional Design Services | 37 |
| ARTICLE 8 – Other Work at the Site..... | | 38 |
| 8.01 | Other Work | 38 |
| 8.02 | Coordination | 39 |
| 8.03 | Legal Relationships..... | 39 |

| | |
|---|----|
| ARTICLE 9 – Owner’s Responsibilities | 40 |
| 9.01 Communications to Contractor..... | 40 |
| 9.02 Replacement of Engineer | 40 |
| 9.03 Furnish Data | 40 |
| 9.04 Pay When Due..... | 40 |
| 9.05 Lands and Easements; Reports, Tests, and Drawings | 40 |
| 9.06 Insurance | 40 |
| 9.07 Change Orders..... | 40 |
| 9.08 Inspections, Tests, and Approvals..... | 41 |
| 9.09 Limitations on Owner’s Responsibilities | 41 |
| 9.10 Undisclosed Hazardous Environmental Condition..... | 41 |
| 9.11 Evidence of Financial Arrangements..... | 41 |
| 9.12 Safety Programs | 41 |
| ARTICLE 10 – Engineer’s Status During Construction | 41 |
| 10.01 Owner’s Representative..... | 41 |
| 10.02 Visits to Site..... | 41 |
| 10.03 Project Representative..... | 42 |
| 10.04 Rejecting Defective Work..... | 42 |
| 10.05 Shop Drawings, Change Orders and Payments..... | 42 |
| 10.06 Determinations for Unit Price Work | 42 |
| 10.07 Decisions on Requirements of Contract Documents and Acceptability of Work | 42 |
| 10.08 Limitations on Engineer’s Authority and Responsibilities..... | 42 |
| 10.09 Compliance with Safety Program..... | 43 |
| ARTICLE 11 – Amending the Contract Documents; Changes in the Work..... | 43 |
| 11.01 Amending and Supplementing Contract Documents | 43 |
| 11.02 Owner-Authorized Changes in the Work | 44 |
| 11.03 Unauthorized Changes in the Work | 44 |
| 11.04 Change of Contract Price | 44 |
| 11.05 Change of Contract Times | 45 |
| 11.06 Change Proposals | 45 |
| 11.07 Execution of Change Orders..... | 46 |
| 11.08 Notification to Surety..... | 47 |
| ARTICLE 12 – Claims | 47 |

| | | |
|--|---|----|
| 12.01 | Claims | 47 |
| ARTICLE 13 – Cost of the Work; Allowances; Unit Price Work | | 48 |
| 13.01 | Cost of the Work | 48 |
| 13.02 | Allowances | 50 |
| 13.03 | Unit Price Work | 51 |
| ARTICLE 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work | | 52 |
| 14.01 | Access to Work..... | 52 |
| 14.02 | Tests, Inspections, and Approvals..... | 52 |
| 14.03 | Defective Work..... | 53 |
| 14.04 | Acceptance of Defective Work..... | 53 |
| 14.05 | Uncovering Work | 53 |
| 14.06 | Owner May Stop the Work | 54 |
| 14.07 | Owner May Correct Defective Work..... | 54 |
| ARTICLE 15 – Payments to Contractor; Set-Offs; Completion; Correction Period | | 55 |
| 15.01 | Progress Payments..... | 55 |
| 15.02 | Contractor’s Warranty of Title | 58 |
| 15.03 | Substantial Completion..... | 58 |
| 15.04 | Partial Use or Occupancy | 59 |
| 15.05 | Final Inspection | 59 |
| 15.06 | Final Payment..... | 59 |
| 15.07 | Waiver of Claims | 61 |
| 15.08 | Correction Period | 61 |
| ARTICLE 16 – Suspension of Work and Termination | | 62 |
| 16.01 | Owner May Suspend Work | 62 |
| 16.02 | Owner May Terminate for Cause | 62 |
| 16.03 | Owner May Terminate For Convenience | 63 |
| 16.04 | Contractor May Stop Work or Terminate | 63 |
| ARTICLE 17 – Final Resolution of Disputes | | 64 |
| 17.01 | Methods and Procedures..... | 64 |
| ARTICLE 18 – Miscellaneous | | 64 |
| 18.01 | Giving Notice | 64 |
| 18.02 | Computation of Times..... | 64 |
| 18.03 | Cumulative Remedies | 64 |

| | | |
|-------|-------------------------------|----|
| 18.04 | Limitation of Damages | 65 |
| 18.05 | No Waiver | 65 |
| 18.06 | Survival of Obligations | 65 |
| 18.07 | Controlling Law | 65 |
| 18.08 | Headings..... | 65 |

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
- 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
- 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 - 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 - 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

TABLE OF CONTENTS

| SECTION | DESCRIPTION | PAGE |
|------------|--|------|
| Article 1 | Definitions and Terminology | 2 |
| Article 2 | Preliminary Matters | 2 |
| Article 4 | Commencement and Progress of the Work | 2 |
| Article 5 | Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions | 3 |
| Article 6 | Bonds and Insurance | 3 |
| Article 7 | Contractor's Responsibilities | 5 |
| Article 10 | Engineer's Status during Construction | 6 |
| Article 13 | Cost of the Work; Allowances; Unit Price Work | 9 |
| Article 15 | Payments to Contractor; Set-Offs; Completion; Correction Period | 10 |
| Article 17 | Final Resolution of Disputes | 11 |
| Article 18 | Miscellaneous | 12 |
| Article 19 | State Requirements | 13 |

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01.A.8 Add the following language at the end of last sentence of Paragraph 1.01.A.8:

The Change Order form to be used on this Project is EJCDC C-941. Agency approval is required before Change Orders are effective.

SC-1.01.8.48 Add the following language at the end of the last sentence of Paragraph 1.01.A.48:

A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

SC-1.01.A.49 Add the following new Paragraph after Paragraph 1.01.A.48:

Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

SC-1.01.A.50 Add the following Paragraph after Paragraph 1.01.A.49:

Architect – The Engineer shall act as the Architect for this Project and the term 'Architect' shall be replaced by the term 'Engineer' within the Contract Documents.

SC-1.01.A.51 Add the following Paragraph after Paragraph 1.01.A.50:

Owner's Representative – The Engineer shall act as the Owner's Representative for this Project and the term 'Owner's Representative' shall be replaced by the term 'Engineer' within the Contract Documents.

SC 1.02.C Delete Paragraph 1.02.C in its entirety and insert the following:

C. Unless noted otherwise, the word 'day' means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02.A Amend the first sentence of Paragraph 2.02.A to read as follows:

Owner shall furnish to Contractor one (1) copy of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

SC-2.06.B Delete Paragraph 2.06.B and replace it with the term [Deleted].

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01.A Amend the last sentence of Paragraph 4.01.A by striking out the following words:

In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

SC-4.03 Add the following new Paragraph immediately after Paragraph 4.03.A:

B. Owner shall provide reference point staking of the following items:

1. Offsets to waterline, fittings, hydrants, services, and structures.

Owner will pay Engineer to stake items listed above one-time and to intervals, datums and standards typical of this type of construction. Staking must be done in 4-hour increments and a minimum of 48-hour's notice must be provided. All re-staking (regardless of reason), survey work requested in less than 4-hour increments or other staking not listed will be done by Engineer at the Contractor's expense.

SC-4.05.C.2 Amend Paragraph 4.05.C.2 by striking out the following text: "abnormal weather conditions;" and inserting the following text.

Abnormal Weather Conditions;

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

- C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
 - 1. None known.
- D. The following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner:
 - 1. None known.
- E. Contractor may examine copies of reports and drawings identified in SC 5.03.C and SC 5.03.D that were not included with the Bidding Documents at the office of the Engineer, 3775 Crates Way, The Dalles, OR 97058 during regular business hours, or may request copies from Engineer for a fee. An appointment is required.

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

- 1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. **Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:**

| | |
|--|------------------|
| State: | <u>Statutory</u> |
| Federal, if applicable (e.g., Longshoreman's): | <u>Statutory</u> |

Employer's Liability:

| | |
|---|---------------------|
| Bodily injury, each accident | \$ <u>500,000</u> |
| Bodily injury by disease, each employee | \$ <u>500,000</u> |
| Bodily injury/disease aggregate | \$ <u>1,000,000</u> |

| | |
|---------------------------------------|------------------|
| Foreign voluntary worker compensation | <u>Statutory</u> |
|---------------------------------------|------------------|

2. **Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:**

| | |
|---|---------------------|
| General Aggregate | \$ <u>5,000,000</u> |
| Products - Completed Operations Aggregate | \$ <u>2,000,000</u> |
| Personal and Advertising Injury | \$ <u>2,000,000</u> |
| Each Occurrence (Bodily Injury and Property Damage) | \$ <u>2,000,000</u> |

3. **Automobile Liability under Paragraph 6.03.D. of the General Conditions:**

Bodily Injury:

| | |
|---------------|---------------------|
| Each person | \$ <u>1,000,000</u> |
| Each accident | \$ <u>2,000,000</u> |

Property Damage:

| | |
|---------------|---------------------|
| Each accident | \$ <u>2,000,000</u> |
|---------------|---------------------|

4. **Excess or Umbrella Liability:**

| | |
|-------------------|---------------------|
| Per Occurrence | \$ <u>2,000,000</u> |
| General Aggregate | \$ <u>2,000,000</u> |

5. **Contractor's Pollution Liability:**

| | |
|-------------------|--------------------------|
| Each Occurrence | \$ <u>Not Applicable</u> |
| General Aggregate | \$ <u>Not Applicable</u> |



If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Engineer's Professional Liability:

| | |
|------------------|---------------------|
| Each Claim | \$ <u>2,000,000</u> |
| Annual Aggregate | \$ <u>2,000,000</u> |

7. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:

a. The State of Oregon, the Commission, the Department, and members thereof, its officers, agents and employees, except as to claims against applicant, for personal injury to any members of the Commission, the Department, or its officers, agents, and employees, or damage to any of its or their property.

b. The Dalles Country Club

8. Certificate Holders: In addition to Owner and Engineer, include as a certificate holder the following:

a. Oregon Department of Transportation
Maintenance and Operations Branch
455 Airport Road SE, Building K
Salem OR 97301

SC-6.05.A Add the following to the list of requirements in Paragraph 6.05.A, as a numbered item:

14. be subject to a deductible amount of no more than \$10,000 for direct physical loss in any one occurrence.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02.A Amend the first sentence of Paragraph 7.02.A by striking out "survey and".

SC-7.02.C Add the following new paragraph immediately after Paragraph 7.02.B:

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.04.A Amend the third sentence of Paragraph 7.04.A by striking out the following words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or 'or-equal' item is permitted.

SC-7.04.A.1 Amend the last sentence of Paragraph a.3 by striking out "and;" and adding a period at the end of Paragraph a.3.

SC-7.04.A.1 Delete Paragraph 7.04.A.1.a.4 in its entirety and insert the following in its place:

[Deleted]

SC-7.06.A Amend Paragraph 7.06.A by adding the following text to the end of the Paragraph:

The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

SC-7.06.B Delete Paragraph 7.06.B in its entirety and insert the following in its place:

[Deleted]

SC-7.06.E Amend the second sentence of Paragraph 7.06.E by striking out "Owner may also require Contractor to retain specific replacements; provided, however, that".

SC-7.08 Add the following new paragraph immediately after Paragraph 7.08.A

B. The following permits have been obtained or are in the process of being obtained by the Owner:

1. Wasco County NSA Development Permit
2. Oregon Department of Transportation Permit to Occupy or Perform Operations Upon a State Highway

The Contractor will become the responsible party for all permits obtained by the Owner. All other necessary permits are the responsibility of the Contractor.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. **General:** RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. **Liaison:**
 - a. Serve as Engineer’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-site operations.

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- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- 5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- 6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
- 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- 8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 9. Inspections, Tests, and System Start-ups:
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- 10. Records:
 - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field

Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

c. Construction Equipment and Machinery:

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the current edition of the Rental Rate Blue Books for Construction Equipment (“Blue Book”). An hourly rental rate will be computed by dividing the product of the monthly Base Rate multiplied by the rate adjustment factor by 176 and then adding the hourly Operating Rate. The Base Rate represents the major costs of Equipment ownership such as depreciation, interest, taxes, insurance, storage and major repairs; while the Operating Rate represents the major costs of Equipment operations such as fuel, oil, lubrications, field repairs, tires, ground engaging components and expendable parts. Costs will include the time the equipment or machinery is in actual use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any

such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work.

- 3) Equipment that is necessary, in the Engineer's sole opinion, for the changed Work, but is not being operated to progress the Work will be considered to be on standby. Equipment costs will be limited to a combination of operated and standby time to not more than 8 hours in a 24 hour period or 40 hours in a 1 week period. The Equipment must be onsite and available for use to be eligible for standby time. Standby time will be paid at 40% of the calculated hourly rental rate, excluding the hourly Operating Rate.
- 4) Equipment or machinery with a value of less than \$1,000 will be considered small tools and are not an allowed cost.

SC-13.02.C Delete Paragraph 13.02.C in its entirety and inset the following in its place:

[Deleted]

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
1. if the extended price of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 2. if there is no corresponding adjustment with respect to any other item of Work; and
 3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01.B Amend the second sentence of Paragraph 15.01.B.1 by striking out the following text:
“a bill of sale, invoice, or other.”

SC-15.01.B.3 Add the following language at the end of Paragraph 15.01.B.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC-15.01.B.4 Add the following new Paragraph after Paragraph 15.01.B.3:

The Application for Payment form to be used on this Project is EJCDC C-620.

SC-15.01.B.5 Add the following new Paragraph after Paragraph 15.01.B.4:

Prior to submitting the monthly Application for Payment, the Contractor shall meet with the Resident Project Representative to review, in detail, the record drawings prepared by the Contractor. The monthly Application for Payment requests will not be approved or processed until the Engineer is satisfied that the record drawings are acceptable. The Contractor shall also certify in the Application for Payment that their record drawings are up-to-date, accurate and complete.

SC-15.01.D.1 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

The Application for Payment with Engineer's recommendations will be presented to the Owner for consideration. If the Owner finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due twenty (20) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

SC-15.02.A Amend Paragraph 15.02.A by striking out the following text: "no later than seven days after the time of payment by Owner" and insert "no later than the time of payment by Owner."

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Arbitration

- A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of Arbitration Service of Portland, Inc., subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.
- C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.
- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.
- G. The parties to arbitration agree that, in the case of an arbitration being heard by one arbitrator, that the list of arbitrators from which the arbitrator is chosen is knowledgeable in the areas of public contracting and/or the construction of public improvements; and in the case of a panel of three arbitrators, that at least the majority of arbitrators on the list from which the arbitrators are chosen be knowledgeable in the areas of public contracting and/or the construction of public improvements.

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

SC-17.03 Attorneys' Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18 – MISCELLANEOUS

SC-18.09 Add the following new paragraph immediately after Paragraph 18.08:

SC-18.09 Rock Excavation: Rock excavation may be required for this project. The depth, hardness and extent of any rock is not known. Rock excavation is defined as "The removal of solid bedrock or ledge rock, which, in the opinion of the Engineer, cannot be excavated or removed by a Caterpillar D8 Dozer with single-tooth ripper (80,000# Class) or a Caterpillar 330 Hydraulic Excavator with rock bucket (75,000# Class), but which requires systematic drilling and blasting or the use of pneumatic rock splitters, hammers, and/or wedges." The Contractor shall use the necessary equipment to perform the excavation including using a ripper tooth, chisel hammer, excavator bucket teeth suitable for rock excavation, and other rock excavation means in lieu of explosives. Use of explosives will only be allowed if other means for the excavating the rock have shown to be inadequate in the Engineer's sole opinion. When explosives are utilized, the Contractor shall exercise the utmost care and follow all necessary safety practices so as not to endanger life or property and comply with governing state and local laws and regulations. The blasting operation shall be designed and accomplished by an experienced, qualified, licensed blasting Contractor. Prior to performing the blasting operations, the Contractor shall provide the Engineer with a detailed work plan of the blasting operation. If the use of the explosives is allowed, it shall be considered incidental to the rock excavation work. Rock excavation will be measured on the volume basis pursuant to Section 00405.81

(a) of the Oregon Department of Transportation *Oregon Standard Specifications for Construction*, latest edition, and will be paid for on a cubic yard basis.

SC-18.10 Add the following new paragraph immediately after Paragraph 18.09:

SC-18.10 Boulder Excavation: Boulder excavation may be required for this project. The depth, hardness and extent of any boulders is not known. Boulder excavation is defined as "The removal, without drilling, blasting or splitting, of masses of Rock having one or more dimensions of 3 feet or greater." Boulder excavation will be measured on the volume basis pursuant to Section 00405.81 (b) of the Oregon Department of Transportation *Oregon Standard Specifications for Construction*, latest edition, and will be paid for on a cubic yard basis.

ARTICLE 19 – STATE REQUIREMENTS

SC-19 Add Article 19 titled "STATE REQUIREMENTS"

SC-19.01 Add the following new paragraph as Paragraph 19.01:

SC-19.01 Prevailing Wages: During the performance of the Work under this Contract, the Contractor must abide by the labor standards provisions and wage requirements of the latest Prevailing Wage Rates of Public Works Contracts in Oregon as published by the Oregon Bureau of Labor and Industries on the date of the first Advertisement for Bids for this project. The Contractor must comply with all provisions of the Oregon Prevailing Wage Rate laws (ORS 279C.800 through 279C.875, inclusive).

SC-19.02 Add the following new paragraph immediately after Paragraph 19.01:

SC-19.02 Conflict of Interest: Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

SC-19.03 Add the following new paragraphs immediately after Paragraph 19.02:

SC-19.03 Gratuities

A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

- B. In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

SC-19.04 Add the following new paragraph immediately after Paragraph 19.03:

SC-19.04 Clean Air and Pollution Control Acts: If this Contract exceeds \$100,000, compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h) and 42 USC 7401et. seq.), section 508 of the Clean Water Act (33 U.S.C. 1368) and Federal Water Pollution Control Act (33 USC 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations is required. Contractor will report violations to the Agency and the Regional Office of the EPA.

SC 19.05 Add the following new paragraph immediately after Paragraph 19.04:

SC-19.05 State Energy Policy: Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

SC-19.06 Add the following new paragraphs immediately after Paragraph 19.05:

SC-19.06 Environmental Considerations: Pursuant to ORS 279C.525, the Contractor shall comply with any ordinances or regulations enacted or adopted that address the prevention of environmental pollution or the preservation of natural resources. When constructing a Project involving disturbance of the earth, Contractor shall comply with the following environmental conditions:

- A. Wetlands – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
- B. Floodplains – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.
- C. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact or human remains shall be immediately reported to Owner and Engineer or their representatives. Construction shall be temporarily halted pending the notification process and further directions issued by the Owner after consultation with the State Historic Preservation Officer (SHPO).
- D. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and Engineer or their representatives. Construction shall be temporarily halted

pending the notification process and further directions issued by the Owner after consultation with the U.S. Fish and Wildlife Service.

E. Mitigation Measures – The following environmental mitigation measures are required on this Project:

1. The Owner and its contractor(s) shall obtain and comply with all required County, State, and Federal permits, including mitigation measures;
2. If earth disturbing activities during project construction uncover cultural materials (i.e. structural remains, historic artifacts, or prehistoric artifacts), the area around the discovery shall be secured, all work shall cease, and the appropriate authorities shall be contacted to discuss appropriate protocol for removal, inventory, and proper preservation of the resource(s). These authorities are: the Oregon State Historic Preservation Office Archaeologist, Dennis Griffin, at (503) 986-0674. The Owner will notify any applicable tribal contacts;
3. If earth disturbing activities in any portion of the project area uncover human remains, all work shall cease immediately in accordance with Treatment of Native American Human Remains Discovered Inadvertently or through Criminal Investigations on Private and Public, State-Owned Lands in Oregon and ORS 97.740-.994 and 358.905-.961. The area around the discovery shall be secured and the Hood River County Coroner and Owner shall be notified immediately. The Owner shall notify the State Archaeologist at SHPO and the appropriate tribes without delay;
4. ~~The project will require that the Construction Stormwater Permit must be kept at the construction site with records of weekly inspections and storm event monitoring reports.~~ Construction specifications shall contain requirements that reflect DEQ Best Management Practices (BMP) for temporary erosion and sedimentation controls during construction of the project;
5. Any trees or shrubs requiring removal between March 1 and September 30 will first be inspected by a qualified biologist to assure compliance with the Migratory Bird Treaty Act, at the Owners expense;
6. All equipment will access the project site via existing roadways, parking areas, and previously disturbed upland areas and must be refueled and/or cleaned a minimum of 150 feet from wetlands and/or waterways.
7. All surface disturbing activities will require that a qualified archaeologist be present during the initial trench excavation from Sta 1+00A to Sta 3+00A and from Sta 10+00B to Sta 19+11B to observe excavated material for cultural and historic artifacts. Work may be stopped at any time by the archaeologist. The Owner will pay for the services of the archaeologist for a total of ten (10) eight (8)-hour days. Any additional time required due to the contractor's schedule will be at a cost borne by the Contractor at a rate of \$1000.00 per eight (8)-hour increments. This cost will be set-off by the Owner from the final payment amount per Paragraph 15.01.E.1.1.

WAGE REQUIREMENTS

Published by the Oregon State Bureau of Labor and Industries

NOTE: The Oregon Bureau of Labor and Industries publishes wages rates for Public Works Contracts in Oregon on January 1 and July 1 each year. The wage rates applying to this Contract will be those as amended and in effect on the date of the first Advertisement for Bids for this project.

The current wage rate publications may be examined at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

This project is located in Wasco County (Region 9).

Contractor must verify exact distance for Prevailing Wage purposes.

TECHNICAL SPECIFICATIONS

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project is the 2021 edition of the "Oregon Standard Specifications for Construction", as modified by the following Special Provisions. The Specifications may be obtained from the Oregon Department of Transportation or on their website at:

https://www.oregon.gov/odot/Business/Specs/2021_STANDARD_SPECIFICATIONS.pdf

Only Sections 00140, 00160, 00165, 00190, 00196, and 00197 of Part 00100 apply, whether or not modified or referenced in the Special Provisions.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

WORK TO BE DONE

The Work to be done under this Contract consists of the following:

1. Construct approximately 2,388 lineal feet of potable waterline (various materials and sizes up to 8-inches) including fittings, valves, a service, a hydrant, and surface restoration.

Perform additional and Incidental Work as called for by the Specifications and Plans.

CLASS OF WORK

The Class of Work for this Project is: EARTHWORK (Potable Waterline).

CLASS OF PROJECT

This is a Locally funded Project.

PROJECT INFORMATION

Information pertaining to this Project may be obtained from the following:

Darrin Eckman, P.E., Project Manager, Tenneson Engineering Corporation, 3775 Crates Way, The Dalles, OR 97058; or Email deckman@tennesoneng.com. All requests for information must be in writing with reference to the Project name.

TABLE OF CONTENTS FOR SPECIAL PROVISIONS

| | |
|---|----|
| SECTION 00140 - SCOPE OF WORK..... | 3 |
| SECTION 00160 - SOURCE OF MATERIALS | 3 |
| SECTION 00165 - QUALITY OF MATERIALS | 3 |
| SECTION 00190 - MEASUREMENT OF PAY QUANTITIES | 4 |
| SECTION 00196 - PAYMENT FOR EXTRA WORK..... | 5 |
| SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK..... | 5 |
| SECTION 00210 - MOBILIZATION | 5 |
| SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC | 6 |
| SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL | 6 |
| SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS..... | 7 |
| SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES | 8 |
| SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES | 9 |
| SECTION 00280 - EROSION AND SEDIMENT CONTROL..... | 9 |
| SECTION 00290 - ENVIRONMENTAL PROTECTION | 13 |
| SECTION 00305 - CONSTRUCTION SURVEY WORK | 14 |
| SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS | 14 |
| SECTION 00320 - CLEARING AND GRUBBING..... | 15 |
| SECTION 00340 - WATERING..... | 15 |
| SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL | 15 |
| SECTION 00440 - COMMERCIAL GRADE CONCRETE..... | 15 |
| SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS | 16 |
| SECTION 00730 - EMULSIFIED ASPHALT TACK COAT..... | 16 |
| SECTION 00744 - ASPHALT CONCRETE PAVEMENT | 16 |
| SECTION 01030 - SEEDING | 17 |
| SECTION 01140 - POTABLE WATER PIPE AND FITTINGS | 18 |
| SECTION 01150 - POTABLE WATER VALVES | 20 |
| SECTION 01160 - HYDRANTS AND APPURTENANCES..... | 20 |
| SECTION 01170 - POTABLE WATER SERVICE CONNECTIONS, 2 INCH AND SMALLER..... | 20 |
| SECTION 02001 - CONCRETE | 21 |
| SECTION 02030 – SUPPLEMENTARY CEMENTITIOUS MATERIALS | 23 |
| SECTION 02415 - PLASTIC PIPE | 24 |
| SECTION 02690 - PCC AGGREGATES..... | 24 |

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications modified as follows:

00140.40 Differing Site Conditions - Delete this subsection.

00140.50 Environmental Pollution Changes - Delete this subsection.

00140.60 Extra Work - Delete the sentence that begins "Contract Time adjustments...".

00140.65 Disputed Work - Delete this subsection.

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications modified as follows:

00160.07 Electrical Equipment and Materials - Replace the paragraph beginning "When the Contract specifies the use of...." with the following paragraph:

When the Contract specifies the use of the Blue Sheets and Green Sheets, unless specified as the subject of an exemption per ORS 279C.345, the Agency may approve for use a product qualified for inclusion in a later edition of the Blue Sheets and Green Sheets or other equivalent product that meets the requirements of the Blue Sheets, following the Blue Sheet Qualification/Specification Information, or the Green Sheets, following the Green Sheet Qualification/Specification Information, if the Agency finds the product acceptable for use on the Project.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications modified as follows:

00165.35(d) Certificate of Origin of Steel Materials - Replace this subsection, except for the subsection number and title, with the following:

When a certificate of material origin for steel or iron Materials is specified, complete ODOT Form 734-2126 as required by 00160.20(a) for Federal-aid projects.

Add the following subsection:

00165.35(e) Certificate of Origin of Construction Materials - When a certificate of material origin for construction materials is specified, complete ODOT Form 734-5378 as required by 00160.20(d) for Federal-aid projects.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications modified as follows:

00190.20(a) General - Replace the paragraph that begins "Unless otherwise provided in the Contract, Pay ..." with the following paragraph:

Unless otherwise provided in the Contract, Pay Items to be measured by weight shall include all Contractor costs for providing, maintaining, inspecting, and testing scales; for furnishing appropriate weigh tickets; for self-printing scales; for electronic weigh memo system(s); and for transporting Materials to the scales or to check weighing.

00190.20(f)(1) Scale with Automatic Printer - Replace the paragraph that begins "If the scales have an automatic weigh memo printer ..." with the following paragraph:

If the scales have an automatic weigh memo printer or an approved electronic weigh memo system that does not require manual entry of gross weight information, the Agency may periodically have a representative at the scales to observe the weighing procedures. In addition, the Engineer may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

00190.20(f)(2) Scale Without Automatic Printer - Replace the sentence that begins "The Contractor shall inform the Engineer of ..." with the following sentence:

The Contractor shall inform the Engineer of its intent to use a scale without an automatic printer at least 3 working Days before weighing begins or before the Contractor changes to a scale that does not have an automatic printer.

Add the following paragraph after the paragraph that begins "If the scales require manual entry...":

Pay costs for the weigh witness at \$112.00 per hour.

00190.20(f)(3) Duties of Weigh Technician - Replace the bullet that begins "Furnish a legible, serially numbered weigh memo ..." with the following bullets:

- Furnish a legible, serially numbered weigh memo for each load of Materials to the Agency's Materials receiver at the point of delivery, or as directed by the Engineer. The memo shall identify the Project, the Materials, the date, net weight (gross and tare as appropriate), and identification of the vehicle and weigh technician. If approved by the Engineer an electronic weigh memo system may be used. Requests to use an electronic weigh memo system shall be submitted to the Engineer according to 00150.37, providing sufficient detail for the Engineer to perform an evaluation. If approved, the Contractor shall provide training, technical support, reports, and weigh memo information to the Engineer at no additional cost to the Agency. The electronic weigh memo system shall be:
 - Capable of recording and securely retaining the same required "weigh memo" information identified above. For retention see 00170.07(c).

Discovery Center Water System Expansion Project - 2023

- Fully integrated with the provided weigh scale system.
- Designed in such a way that the data electronically read from scales cannot be altered by the Contractor, Subcontractor, Supplier, Engineer, or other system users.
- Designed to allow the Engineer remote access to all the weigh memo data in real-time and allow the Engineer to add comments to the individual weigh memo regarding waste, temperature, stations, yield or other information. The system shall identify the system user or individual that adds comments to the electronic weigh memo or otherwise access the system. The Contractor shall provide the Engineer a means to access the data if the Engineer cannot use an Agency provided hand held device for access.
- Capable of providing all the weigh memo information, including any added comments, in an electronic data file the Engineer can easily access without proprietary software.

00190.20(g) Agency-Provided Weigh Technician - Add the following paragraph to the end of this subsection:

Pay costs for the weigh technician at \$112.00 per hour.

00190.30 Plant Scales - Add the following paragraph after the paragraph that begins "The Contractor, with the Engineer's written...":

If approved by the Engineer an electronic weigh memo system may be used in place of a printer system. See 00190.20(f)(3).

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.02(a) General Requirements - Add the following bullet to the end of the bullet list:

When performing trench excavation or other excavation across or adjacent to a Traffic Lane on a roadway having a pre-construction posted speed greater than 35 mph, backfill the excavation, install surfacing, and open the roadway to traffic by the end of each work shift. Install a "BUMP" (W8-1-48) sign approximately 100 feet before the backfilled area and a "ROUGH ROAD" (W8-8-48) sign approximately 500 feet ahead of the "BUMP" sign. If this requirement is not met, maintain all necessary lane or shoulder closures and provide additional TCM, including flagging, at no additional cost to the Agency. Do not use temporary steel plating to reopen the roadway

00220.02(a) General Requirements - Add the following bullet to the end of the bullet list:

- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.

00220.03(a) Over-Dimensional Vehicle Restrictions - Replace this subsection, except subsection number and title, with the following:

When the Project restricts the width, length, height, or weight of vehicles through a work zone or detours trucks around a work zone, fill out and submit a completed copy of the "Highway Restriction Notice - Size and/or Weight" form (Form No. 734-2357), available from the ODOT Oregon Trucking Online website, at least 35 Calendar Days before the restriction or detour takes effect.

00220.40(e)(1) Closed Lanes - Replace this subsection, except for the subsection number and title, with the following:

Traffic Lanes may be closed when allowed, shown, or directed during the following periods of time except as specified in 00220.40(e)(2):

Single Lane Closures – One Traffic Lane on US Highway 30 may be closed during the following times:

- Daily, Monday through Thursday, between 9:00 a.m. and 4:00 p.m.
- Friday between 9:00 a.m. and 3:00 p.m.
- Nightly, Sunday night through Friday morning, between 9:00 p.m. and 6:00 a.m.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

00221.03 Traffic Safety and Operations - Replace the bullet that begins “When paving operations create...” with the following bullet:

- When paving operations create an abrupt or sloped edge drop off greater than 1 inch, protect traffic by installing signing according to the "2 Lane, 2 Way Roadway Overlay Area" detail shown on the Standard Drawings. Protect longitudinal and transverse Pavement joints by placing and maintaining an asphalt concrete wedge according to 00221.07(c)(1).

00221.06 Traffic Control Plan - Replace this subsection, except subsection number and title, with the following:

The Contractor is required to provide the following:

- A Traffic Control Plan (TCP).
- A Temporary Pedestrian Accessible Route (TPAR) Plan that includes :
 - Details and features used to provide pedestrian accessibility.
 - Temporary alternate facilities or detour routes for pedestrian traffic.
- Staging sequences and details for Work affecting vehicular, pedestrian, and bicycle traffic.

Both the TCP and TPAR must take the following into account:

- One lane must be left open to vehicle traffic at all times.
- Traffic may be stopped for a maximum of 20-minutes at a time.
- Access to the trails must be maintained at all times.
- No Contractor/employee parking, staging or storage may occur on US Highway 30 without express written permission from ODOT.
- Contractor may stage on The Dalles Country Club property at the north end of the Project and Wasco County-owned property at the south end of the Project.

00221.90(b) Temporary Protection and Direction of Traffic - Delete the bullet that begins “Moving temporary barrier to and from Contractor’s stockpile areas”.

Replace the bullet that begins "When the Schedule of Items does not include ..." with the following bullet:

- Preparing and signing the daily “Traffic Control Inspection Report”, when a TCS is not included in the Schedule of Items or when a TCS is not onsite for a work shift.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows:

00222.40(e) Temporary Sign Placement - Add the following to the end of the bullet list:

- At least ten Calendar Days before closing a pedestrian pathway, place a “SIDEWALK CLOSED, Full Time” (CW11-4) sign in advance of each future closure point. Locate the sign so it is legible from the nearest alternate pedestrian pathway facing incoming pedestrian traffic. The sign may be mounted between the panels of a Type II barricade

or on a single-post TSS. Do not place the sign or sign support such that it narrows the pedestrian pathway to a width of less than 4 feet.

- Before opening the TPAR, place TPAR signing and other TCM as shown, or as directed. Maintain the “SIDEWALK CLOSED, Full Time” (CW11-4) signs while the TPAR is open to pedestrian traffic.
- At least ten Calendar Days prior to the start of work, place a “SIDEWALK OPEN” (CW11-3) sign in advance of each end of the Work Area. Locate the sign so it is legible from the nearest alternate pedestrian pathway facing incoming pedestrian traffic. The sign may be mounted between the panels of a Type II barricade, or on a single-post TSS. Do not place the sign or support such that it narrows the pedestrian pathway to a width less than 4 feet.
- Before starting work, place pedestrian-specific TCM as shown in the TCP, or as directed. Maintain “SIDEWALK OPEN” (CW11-3) signs while work is affecting the pedestrian pathway.
- Place a “PEDESTRIANS ON ROADWAY” (CW11-2) sign at the beginning of each end of the Work Area, facing incoming traffic as shown, or as directed.
- When construction requires bicycles to use the Traffic Lanes, install a "Bicycle ON ROADWAY" (CW11-1) symbol sign on 1/2 mile spacing through the affected area. Keep the signs in place until completion of the Shoulder or bikeway final surface.

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications modified as follows:

00223.31(b) Traffic Control Inspection Without TCS - Replace the bullet that begins “Prepares and signs a daily “Traffic Control Inspection Report”...” with the following bullet:

Prepares and signs a “Traffic Control Inspection Report” (Form No. 734-2474) upon the initial installation of TCM and each working day when any modification, removal, or reinstallation of TCM are made, or as directed by the Engineer. Submit completed reports to the Engineer no later than the end of the next working day.

00223.91 Payment, Lump Sum or Incidental Basis - Replace this subsection, except for the subsection number and title, with the following:

When the Contract indicates payment for Work under 00221.98 Payment, Method “B” - Lump Sum Basis or 00221.99 Payment, Method “C” - Incidental Basis, no separate or additional payment will be made for Work performed under this Section. Payment will be included in payment according to 00221.98 or 00221.99.

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications modified as follows:

00224.46 Pavement Edge Delineation - Replace the paragraph that begins "Place tubular or conical markers..." with the following paragraph:

Place tubular or conical markers to delineate the edge of Pavement immediately after construction Work or paving operations create an abrupt or sloped edge drop-off greater than 1 inch in height along the right hand or left hand Shoulder.

00224.91 Payment, Lump Sum or Incidental Basis - Replace this subsection, except for the subsection number and title, with the following:

When the Contract indicates payment for Work under 00221.98 Payment, Method "B" - Lump Sum Basis or 00221.99 Payment, Method "C" - Incidental Basis, no separate or additional payment will be made for Work performed under this Section. Payment will be included in payment according to 00221.98 or 00221.99.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope - Replace the paragraph that begins "This Work also consists of providing temporary ..." with the following paragraph:

This Work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP) with an environmental management plan (EMP), when required for the Project, the Specifications, or as directed, until the site is permanently stabilized. Included also is the monitoring of weather, of stormwater and receiving waters, the reporting of monitoring observations, the reporting of corrective actions (when necessary) and the updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the 1200-CA Permit.

00280.02 Definitions -

Replace the sentence that begins "**Temporary Stabilization**" with the following sentence:

Temporary Stabilization - Measures or methods necessary to prevent erosion until permanent stabilization measures are in place and established.

00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands - Replace the bullets with the following bullets:

Discovery Center Water System Expansion Project - 2023

- When using the Agency's ESCP with only modifications required to keep the ESCP current during construction, submit a written notification indicating the Agency's ESCP is used without modifications prior to construction.
 - Prior to beginning construction, edit the ESCP to provide a list of all contractors working on the site.
 - Prior to beginning construction edit the ESCP cover sheet to list all personnel by name and position who are responsible for the installation and maintenance of stormwater control measures including their individual responsibilities and certifications. Keep list current for the duration of the project.
- When using a Contractor modified version of the Agency's ESCP, include the following:
 - Proposed ESCP showing all ESC Work, and quantities of Work.
 - An EMP that addresses pollution prevention and control of potentially contaminated sites or Materials.
 - Implementation schedules for the ESCP
 - Plans for each phase of Contractor's Work
 - Names and positions of all personnel engaged in construction activities.
 - Names and positions of all personnel responsible for the installation and maintenance of stormwater control measures.
 - Information required under 1200-CA permit.
- When using a Contractor developed ESCP, develop and stamp the ESCP by a professional with one of the following credentials. Include their name and credentials in the ESCP. The ESCP preparer shall be one of the following:
 - Oregon Registered Professional Engineer,
 - Oregon Registered Landscape Architect; or
 - Oregon Certified Engineering Geologist
- When using a Contractor developed ESCP where engineered facilities such as sedimentation basins or diversion structures for erosion and sediment control are required, prepare and stamp the ESCP by one of the following:
 - Oregon Registered Professional Engineer; or
 - Oregon Registered Landscape Architect.
- When using a Contractor developed ESCP, provide plans for each phase of Contractor's work implementation schedule and information required under the 1200-CA permit and as directed in ODOT's Erosion Control Manual.

00280.15(f)(1) Filter Sock Material - Add the following sentence to the end of this subsection:

Furnish filter sock Material with a diameter of 12-inches.

00280.16(i) Concrete Washout – Replace this subsection, except subsection number and title, with the following:

Furnish impermeable, spill resistant, leak proof concrete washout basin of sufficient size and quantity to retain all concrete wash water and concrete waste developed during construction, meeting the following requirements:

(1) Field fabricated washout basin as shown and consisting of the following:

- **Straw Bales** - Standard rectangular straw bales, with straw Material according to 01030.15, except no certification is required.
- **Plastic Sheeting** - Minimum 10-mil thick polyethylene plastic sheeting.
- **Staples** - 1/8-inch diameter steel wire staples. 2-inch "U" width with a length of 6 inches minimum

(2) Manufactured basins sufficiently durable to be removed intact, or cleaned of content without releasing concrete material or concrete washout water.

00280.30 Erosion and Sediment Control Manager - Replace this subsection, except for the subsection number and title, with the following:

If the Agency's NPDES 1200-CA Permit is applicable to the Project, designate and provide an ESCM who possesses a valid ODOT ESCM certificate or who has successfully completed an erosion control training that is acceptable to the Engineer.

The ESCM duties include:

- Manage and ensure proper implementation of the ESCP.
- Accompany the Engineer during field review of the ESCP prior to construction activities.
- Monitor rainfall, snow melt and runoff on and in the vicinity of the Project Site.
- Monitor water quality in receiving streams in the vicinity of the Project Site.
- Monitor water in sediment traps receiving runoff from soils amended with cementitious material for acidity or alkalinity.
- Monitor locations identified in Section 00294 for compliance.
- Inspect ESC and monitor receiving waters on active construction site on initial date and every 14 Days for effective functioning.
- Inspect ESC on inactive sites every 14 Days for effective functioning.
- Inspect ESC for effective functioning and monitor receiving waters, on all active and inactive sites at least within 24 hours of rainfall events sufficient to result in runoff from the Project Site.
- Ensure that ESC are regularly cleaned and maintained.
- Mobilize crews to make immediate repairs to ESC or install additional ESC during working and non-working hours when ESC is not effectively functioning.
- Record actions taken to clean up discharged sediment.
- Report potential permit violations to the Agency immediately upon discovery.
- Repair conditions that caused permit violations and prepare submittals for corrective actions that document repairs for Agency review and submittal to regulatory agencies.
- Update the ESCP monthly and within 7 Days after changes or major ESC modifications are implemented in the field.
- Submit ESCP revisions in electronic format, to Engineer within 30 Days after making revisions.
- Prepare a contingency plan in preparation for emergencies and for the periods between October 1 and May 31.

Discovery Center Water System Expansion Project - 2023

- Accompany the Engineer on inspections and, if required, on inspections by representatives of regulating agencies. If any of the following occur, revise the ESCP to reflect the change(s) within 7 Days.
 - Changes to the construction plans that impact erosion and sediment control measures;
 - Changes to the stormwater control BMPs, their location, maintenance required, and any other revisions necessary to prevent erosion and control sediment runoff;
 - An increase in the area impacted by construction activities;
 - Other activities at the site that are no longer accurately reflected in the ESCP. This includes changes made in response to corrective actions triggered;
 - To reflect areas on the site map where operational control has been transferred (and the date of transfer) since initiating permit coverage;
 - If inspections by DEQ determine that ESCP revisions are necessary for compliance with the 1200-CA permit;
 - Where DEQ determines it is necessary to install or implement additional controls at the site in order to meet the requirements of the 1200-CA permit. Include the following in the ESCP:
 - A copy of any correspondence describing such measures and requirements; and
 - A description of the controls to be used to meet such requirements.
 - Change of Subcontractors that engage in construction activities on site, and the areas of the site where the Subcontractor(s) engage in construction activities;
 - Change of any personnel (by name and position) that are responsible for the design, installation and maintenance of stormwater control measures;
 - Change of the certified erosion and sediment control inspector, or of their contact information and any applicable certification and training experience;
 - To reflect any revisions to applicable federal, state, tribal, or local requirements that affect the stormwater controls implemented at the site; and
 - If a change in chemical treatment systems or chemically enhanced stormwater control is made, including use of a different treatment chemical, different dosage rate, or different area of application as applicable. Furnish temporary sediment trap as shown on drawings, stamped and signed by licensed engineer.

Submit revised ESCP to Engineer for signature by licensed professional (see 00280.04) and submission to DEQ when changes are made for the following reasons:

- Part of a corrective action requirement;
- An increase or decrease in project size;
- An increase or decrease in size or location of disturbed areas;
- Changes to BMPs, such as type, design or location;
- Change of the ESCM.

Add the following subsection

00280.41(e) Buffers - Retain and preserve buffer zones of natural, undisturbed vegetation, 50 feet in width between Work and Waters of the State. Where 50 foot buffers are not attainable, provide erosion, runoff and sediment control BMPs with effectiveness equivalent

Discovery Center Water System Expansion Project - 2023

to a 50 foot buffer. Identify and mark buffer zones with flagging, construction fencing or other readily identifiable means.

00280.46(h) Temporary Sediment Trap - Add the following paragraph to the end of this subsection:

Where location of Temporary Sediment Trap is used post-construction for water quality treatment, storage or infiltration, remove sediment and soil to a depth of 18" and replace to finish grade with material approved by engineer.

00280.46(i) Concrete Washout - Add the following paragraph to the end of this subsection:

Locate concrete wash basins and concrete waste disposal to prevent stormwater that has been in contact with concrete wash or waste concrete from contaminating Waters of the State or stormwater inlets or conveyances. Handle wash water as waste. Do not dispose of concrete wash water or wash out concrete trucks or tools onto the ground, or into storm drains, open ditches, streets, or streams.

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

00290.10 Staging and Disposal Sites – Replace the paragraph that begins "Locate staging areas..." with the following paragraph:

Locate staging areas and disposal sites in previously improved or disturbed sites, including existing Roadways, pullouts, turnouts, parking lots, and storage yards that have been compacted, and graveled or paved, unless otherwise specified in Section 00236 or approved, in writing, by the Engineer,

- Fill the hole left by each removed or partially removed pile with clean, native sediments and cap with clean, native substrates that match surrounding streambed materials immediately after removal.
- Dispose of all removed piles, floating surface debris, contaminated supplies, and sediment spilled on work surfaces at a permitted upland disposal site.

00290.36(a) Migratory Birds - Add the following to the end of this subsection:

Do not disturb migratory bird nesting habitat (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

00290.90 Payment - Add the following paragraph to the end of this subsection:

When the Contract Schedule of Items does not indicate payment for Work performed under this Section, no separate or additional payment will be made. Payment will be included in payment made for the appropriate items under which this Work is required.

SECTION 00305 - CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications modified as follows:

00305.00 Scope – Replace this subsection, except for the subsection number and title, with the following:

Owner to provide construction staking as outlined in the Supplementary Conditions SC-4.03B.

Any additional staking, re-staking, reference points, or layout will be the Contractors responsibility.

00305.05 3D Engineered Models - Replace the bullet that begins “A detailed outline and list of...” with the following bullet:

- An automated machine guidance (AMG) work plan containing a detailed outline, list of the Pay Items and Work that will be controlled by the 3D Construction Models, and a narrative outlining any differences between the Agency prepared 3D Engineered Models and the 3D Construction Models.

Delete the bullet that begins “A narrative outlining...”

00305.90 Payment - Add the following paragraph to the end of this subsection:

When the Contract Schedule of Items does not indicate payment for Work performed under this Section, no separate or additional payment will be made. Payment will be included in payment made for the appropriate items under which this Work is required.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.90 Payment - Add the following to the end of this subsection:

No separate or additional payment will be made for removal or disposal Work included in Section 00330 according to 00310.02.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications.

SECTION 00340 - WATERING

Comply with Section 00340 of the Standard Specifications.

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications modified as follows:

00405.90 Payment - Add the following paragraph to the end of this subsection:

When the Contract Schedule of Items does not indicate payment for Work performed under this Section, no separate or additional payment will be made. Payment will be included in payment made for the appropriate items under which this Work is required.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications modified as follows:

00440.12 Properties of Commercial Grade Concrete - Replace the bullet that begins "Slump - 5 inches..." with the following bullets:

- **Slump** - 5 inches or less
- For concrete sidewalks, ramps, driveways, or other hand finished surface applications, and when using a high range water reducing admixture, provide a slump of 8 inches or less as approved by the Engineer.

00440.13 Field-Mixed Concrete - Replace the subsection, except for subsection number and title, with the following:

CGC Work items listed in 00440.14(a) may be field-mixed conventionally, or by volumetric/mobile mixers conforming to ASTM C685. When approved, concrete sidewalks, concrete curb ramps, concrete driveways, and other flat concrete surfaces may be field-mixed using volumetric/mobile mixers conforming to ASTM C685, request approval prior to placement. For all other CGC applications, submit written request to the Engineer for approval to use volumetric/mobile mixers conforming to ASTM C685 at least 21 Days prior to placement.

Discovery Center Water System Expansion Project - 2023

Pre-packaged dry blended concrete from the QPL may be used for Work items listed in 00440.14(a).

00440.40(b) Placing - Add the following bullet to the end of the bullet list:

- When haul time or placement conditions warrant exceeding the time of discharge, submit a detailed breakdown of the estimated time needed from batching to discharge of a load along with the measures that will be taken to ensure slump, temperature and uniformity will be maintained. Submit in advance to establish a new time limit at the Engineer's discretion.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.80(b) Volume Basis - Replace this subsection, except subsection number and title, with the following subsection:

00641.80(b) Volume Basis – When measurement is by volume, quantities will be based on the neat line, solid, calculated volumes between the original ground and the design finish grade based on the Engineers DTM.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.11 Emulsified Asphalt - In the paragraph that begins "Obtain samples according to AASHTO T 40..." replace the words "AASHTO T 40" with the words "AASHTO R 66".

00730.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt tack coat. Approximately **zero (0)** Tons of Emulsified Asphalt in tack coat will be required on this Project.

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications modified as follows:

00744.11(a) Asphalt Cement - Add the following to the end of this subsection:

Provide PG 64-22 grade asphalt cement for this Project.

00744.44(b) Drop-Offs - Replace the bullet that begins “Provide warning signs and markings...” with the following bullet:

- Provide warning signs and markings according to Sections 00221, 00222, 00224 and 00225 where abrupt or sloped edge drop-offs greater than 1 inch in height occur.

Add the following subsection:

00744.50 Opening Sections to Traffic - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the wearing Course before opening to traffic.

SECTION 01030 - SEEDING

Comply with Section 01030 of the Standard Specifications modified as follows:

01030.13(c) Pure Live Seed - Replace this subsection, except subsection number and title, with the following subsection:

Use the PLS specified rate listed in 01030.13(f) for determining PLS application rates. Ensure the PLS application rate meets the PLS specified rate. Apply pre blended seed mixes, with multiple species, at a PLS application rate ensuring all species meet or exceed the PLS specified rate for each species in the seed mix.

PLS application rate for an individual seed species is determined as follows:

- PLS specified rate is listed in 01030.13(f)
- PLS factor is obtained by multiplying the seed label germination percentage times the seed label purity percentage. Use the purity and germination percentages from the label on actual bags of seed to be used on the Project.
- PLS application rate is obtained by dividing the PLS specified rate by the PLS factor.

For a seed mix, make this calculation for each seed species in the mix and then adjust as follows:

- Using the seed tag, determine the weight of each seed species in the bag and use this information to find the percentage, by weight, of each seed species is in 1 pound for the pre-blended mix.
- Divide the percentage by weight of each seed species, per pound, for the pre-blended mix, by the PLS application rate for that specific seed species.

Determine the highest application rate in the seed mix and apply the seed mix at that application rate.

01030.13(f) Types of Seed Mixes - Add the following to the end of this subsection:

Discovery Center Water System Expansion Project - 2023

Provide the following seed mix formulas:

- **Permanent and/or Erosion Control Seeding: (Sunmark ODOT Mix or equal)**

| Botanical Name (Common Name) | PLS Specified Rate (lb/acre) |
|--|---|
| <i>Lolium perenne</i> (Perennial Ryegrass) | 12.0 |
| <i>Festuca rubra ssp. fallax</i> (Chewings Fescue) | 8.0 |
| <i>Festuca rubra</i> (Creeping Red Fescue) | 8.0 |
| <i>Agrostis capillaris var highland</i> (Highland Colonial Bentgrass) | 8.0 |
| <i>Trifolium repens</i> (White clover) | 4.0 |

01030.13(g) Availability - Add the following sentence to the end of this subsection:

Submit the seed and seed mixes to be used on the project.

01030.15 Mulch - Add the following paragraph and bullets to the end of this subsection:

Furnish straw mulch for all temporary roadside erosion control seeding, except hydromulch may be used under the following conditions:

- Spring planting west of the Cascades between March 1 and May 15.
- Slopes are steeper than 1V to 1.5H and longer than 16 feet.
- Residential or commercial sites with low erosion potential such as sidewalk, median, or parking lot planter strips.

Projects that have variable slopes may include straw mulch and hydromulch when approved.

01030.40 General - Add the following sentence after the sentence beginning "Notify the Agency...":

Notify the Agency of the acreage to be seeded at least 7 Days before seeding begins.

Add the following subsection:

01030.43(c) Seed Application Rates - Determine the seeding application rate according to 01030.13(c). Apply seed mixes at the highest application rate calculated to provide not less than the specified application rate for each individual seed species in the mix.

SECTION 01140 - POTABLE WATER PIPE AND FITTINGS

Comply with Section 01140 of the Standard Specifications modified as follows:

Discovery Center Water System Expansion Project - 2023

01140.90 Payment - Replace this subsection, except subsection number and title, with the following subsection:

01140.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

| Pay Item | Unit of Measurement |
|--|---------------------|
| (a) ____ Inch ____ Water Pipe, Fittings and Couplings with Class ____ Backfill | Foot |
| (b) ____ Inch ____ Water Pipe, Fittings and Couplings with Restrained Joints and Class ____ Backfill..... | Foot |
| (c) Extra Trench Excavation with Class ____ Backfill | Cubic Yard |
| (d) Blowoff Assembly, ____ Inch | Each |
| (e) ____ Inch Connection to ____ Inch Existing Main | Each |

The Contract unit price for the appropriate Pay Items reflects plan requirements or the Contractor's choice from the applicable options listed on the Pipe Data Sheets if shown.

In items (a) and (b), the nominal diameter of pipe, fittings and couplings will be inserted in the first blank. The pipe material will be inserted in the second blank. The class of backfill will be inserted in the third blank. The quantities include the pipe, but no allowance is provided for the fittings and couplings.

In item (c), the class of backfill will be inserted in the blank.

In item (d), the nominal diameter of assembly will be inserted in the blank.

In item (e) the nominal diameter of pipe will be inserted in the first blank and the nominal diameter of the main line will be inserted in the second blank.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

Trench resurfacing will be paid for according to 00495.90.

Installation under Pavement by tunneling, jacking or boring methods will be paid for according to 00406.90.

No separate or additional payment will be made for:

- trench excavation
- bedding
- pipe zone material
- backfill Work
- polyethylene encasement
- concrete thrust blocks
- detectable marking tape and wire

Discovery Center Water System Expansion Project - 2023

- flushing, hydrostatic testing and disinfection, and water for testing
- exposing and cleaning existing mains, cutting and removing existing pipe, draining existing mains, disinfecting existing mains, and refilling existing mains
- fittings and couplings
- pipe reconnections

SECTION 01150 - POTABLE WATER VALVES

Comply with Section 01150 of the Standard Specifications modified as follows:

01150.10 Materials - Delete “Ball Valves” from the list of materials.

01150.90 Payment - Replace the paragraph that begins “No separate or additional...” with the following paragraph:

No separate or additional payment will be made for:

- earthwork not covered under other Pay Items
- jointing
- blocking of valves
- protective coatings
- valve boxes
- valve box extensions
- valve operator extensions
- valve reconnections
- hydrostatic testing

SECTION 01160 - HYDRANTS AND APPURTENANCES

Comply with Section 01160 of the Standard Specifications.

SECTION 01170 - POTABLE WATER SERVICE CONNECTIONS, 2 INCH AND SMALLER

Comply with Section 01170 of the Standard Specifications.

SECTION 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

02001.02 Abbreviations and Definitions:

Add the following definition:

Lightweight Concrete - Structural concrete having a specified density using lightweight Aggregates.

Replace the sentence that begins “**Pozzolans** - Fly ash, silica fume...” with the following sentence:

Pozzolans - Fly ash, natural Pozzolans, silica fume, and high-reactivity Pozzolans.

Replace the sentence that begins “**Supplementary Cementitious Materials** - Fly ash, silica fume...” with the following sentence:

Supplementary Cementitious Materials - Pozzolans and ground granulated blast furnace slag.

02001.15(a) Current Mix Designs - Replace this subsection, except for the subsection number and title, with the following:

Mix designs that meet the requirements for the specified class of concrete and are currently being used or have been used within the past 24 months on any project, public or private, may be submitted for review. Provide individual test results that comprise the average if more than one data point exists. For paving designs the flexural strength testing must be from within the last two years. For HPC designs the length change and permeability tests must be from within the last two years.

02001.15(b)(1) Trial Batch Plastic Properties - Replace this subsection, except for the subsection number and title, with the following:

For each trial batch, test according to the following test methods:

| Test | Test Method |
|----------------------------|------------------------------------|
| Sampling Fresh Concrete | WAQTC TM 2 |
| Concrete Temperature | AASHTO T 309 |
| Slump | AASHTO T 119 ¹ |
| Air Content | AASHTO T 152 or T 196 ² |
| Density | AASHTO T 121 |
| Yield | AASHTO T 121 |
| Molding Concrete Specimens | AASHTO T 23 or R 39 ³ |
| Water Cement Ratio | ⁴ |

¹ For drilled shaft concrete test the slump retention by subsequent tests at 60 minute intervals for the duration of the estimated drilled shaft placement. Report in table or graphical format.

Discovery Center Water System Expansion Project - 2023

- ² Use AASHTO T 196 for lightweight concrete.
- ³ Cast cylinders in single use plastic molds.
- ⁴ Use ODOT's Field Operating Procedure for AASHTO T 121 in the MFTP.

02001.15(c)(10) Plastic Concrete Tests – Replace the bullet that begins “Initial slump test result and subsequent....”

- Initial slump test results and subsequent results at 60-minute intervals, verifying a minimum slump of 4 inches is maintained for the total time estimated for drilled shaft placement, including temporary casing extraction. Report data in a table or graph format.

02001.15(c)(12) Strength Analysis - Replace this subsection, with the following subsection:

02001.15(c)(12) Documentation of Average Compressive Strength - Provide an analysis, showing applicable data and calculations for documentation of average compressive strength according to ACI 301.

02001.20(a) Strength - Replace Table 2001-1 with the following Table 2001-1:

Table 02001-1

| Concrete Strength and Water/Cementitious Material (w/cm) Ratio | | |
|---|---|---------------------------|
| Type of Concrete | Strength f'_c (psi) | Maximum w/cm Ratio |
| Structural | 3300 | 0.50 |
| | 3300 (Seal) | 0.45 |
| | 4000 | 0.48 |
| | 4000 (Drilled Shaft) | |
| | HPC4500 | 0.40 |
| | HPC(IC)4500 | |
| | 5000 + | |
| Paving | 4000 | 0.44 |
| PPCM's (with cast-in-place decks and no entrained air) | 5000 | 0.48 |
| | 5500 | 0.44 |
| | 6000 + | 0.42 |

02001.20(a)(1) Required Average Compressive Strength (f'_{cr}) - Replace this subsection, except for the subsection number and title, with the following:

Except for PPCM designs, provide the required average compressive strength according to ACI 301 for mix design approval.

02001.30(e)(1) HPC Coarse Aggregate Content - Delete the paragraph that begins “Two or more Aggregate products or sources...”

Add the following subsection:

02001.50(d) Concrete Strength Testing Technician (CSTT):

- Receive concrete test cylinders
- Record data
- Strip cylinders
- Store cylinders
- Test cylinders
- Record test data
- Report test data

SECTION 02030 – SUPPLEMENTARY CEMENTITIOUS MATERIALS

Comply with Section 02030, of the Standard Specifications modified as follows:

02030.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for fly ash, natural pozzolans, silica fume, ground granulated blast furnace slag and high reactivity pozzolans used in portland cement concrete.

02030.10 Fly Ash - Replace this subsection, except for the subsection number and title, with the following:

Furnish Class C and Class F fly ash from the QPL and conforming to AASHTO M 295 (ASTM C618).

Add the following subsection:

02030.15 Natural Pozzolans - Furnish Class N natural pozzolans from the QPL and conforming to AASHTO M 295 (ASTM C618).

02030.50 Metakaolin - Replace this subsection with the following:

02030.50 High Reactivity Pozzolans - Furnish high-reactivity pozzolans from the QPL and conforming to AASHTO M 321.

SECTION 02415 - PLASTIC PIPE

Comply with Section 02415 of the Standard Specifications modified as follows:

02415.40 Polypropylene Pipe - Replace the sentence that begins "Dual wall polypropylene pipe ..." with the following sentence:

Dual wall polypropylene pipe and fittings ASTM F2764

SECTION 02690 - PCC AGGREGATES

Comply with Section 02690 of the Standard Specifications modified as follows:

02690.20(e) Grading and Separation by Sizes for Prestressed Concrete - Replace this subsection with the following subsection:

02690.20(e) Grading and Separation by Sizes - Sampling shall be according to AASHTO R 90. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-1 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-1
Gradation of Coarse Aggregates
Percent passing (by Weight)

| Size Number | Nominal Size Square Openings | Sieve Size | | | | | | | | | | | |
|-------------|------------------------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|----------|---------|----------|----------|-----------|
| | | (2½ in.) | (2 in.) | (1½ in.) | (1 in.) | (¾ in.) | (½ in.) | (¾ in.) | (No. 4) | (No. 8) | (No. 16) | (No. 50) | (No. 200) |
| 3 | (2 to 1 in.) | 100 | 90 to 100 | 35 to 70 | 0 to 15 | — | 0 to 5 | — | — | — | — | — | ** |
| 357* | (2 in. to No. 4) | 100 | 95 to 100 | — | 35 to 70 | — | 10 to 30 | — | 0 to 5 | — | — | — | ** |
| 4 | (1½ to ¾ in.) | — | 100 | 90 to 100 | 20 to 55 | 0 to 15 | — | 0 to 5 | — | — | — | — | ** |
| 467* | (1½ to No. 4) | — | 100 | 95 to 100 | — | 35 to 70 | — | 10 to 30 | 0 to 5 | — | — | — | ** |
| 5 | (1 to ½ in.) | — | — | 100 | 90 to 100 | 20 to 55 | 0 to 10 | 0 to 5 | — | — | — | — | ** |
| 56 | (1 to ¾ in.) | — | — | 100 | 90 to 100 | 40 to 85 | 10 to 40 | 0 to 15 | 0 to 5 | — | — | — | ** |
| 57 | (1 to No. 4) | — | — | 100 | 95 to 100 | — | 25 to 60 | — | 0 to 10 | 0 to 5 | — | — | ** |
| 6 | (¾ to ½ in.) | — | — | — | 100 | 90 to 100 | 20 to 55 | 0 to 15 | 0 to 5 | — | — | — | ** |
| 67 | (¾ to No. 4) | — | — | — | 100 | 90 to 100 | — | 20 to 55 | 0 to 10 | 0 to 5 | — | — | ** |
| 68 | (¾ to No. 8) | — | — | — | 100 | 90 to 100 | — | 30 to 65 | 5 to 25 | 0 to 10 | 0 to 5 | — | ** |
| 7 | (½ to No. 4) | — | — | — | — | 100 | 90 to 100 | 40 to 70 | 0 to 15 | 0 to 5 | — | — | ** |
| 78 | (½ to No. 8) | — | — | — | — | 100 | 90 to 100 | 40 to 75 | 5 to 25 | 0 to 10 | 0 to 5 | — | ** |
| 8 | (¾ to No. 8) | — | — | — | — | — | 100 | 85 to 100 | 10 to 30 | 0 to 10 | 0 to 5 | — | ** |
| 89 | (¾ to No. 16) | — | — | — | — | — | 100 | 90 to 100 | 20 to 55 | 5 to 30 | 0 to 10 | 0 to 5 | ** |

* Use two or more separated sizes which when combined meet these gradation limits.

** See 02690.20(a). Do Not evaluate material passing the No. 200 sieve according to 00165.40.

02690.20(f) Grading and Separation by Sizes for Other Concrete - Delete this subsection.

Discovery Center Water System Expansion Project - 2023

02690.30(g) Grading - In the paragraph that begins “Sampling shall be according to...”, replace the words “AASHTO T 2” with the words “AASHTO R 90”.

EXHIBITS

**Application and Permit to Occupy or Perform Operations
Upon a State Highway (DRAFT)**

**General Provisions for Poleline, Pipeline, Buried Cable, and
Miscellaneous Permits (DRAFT)**



APPLICATION AND PERMIT TO OCCUPY OR PERFORM OPERATIONS UPON A STATE HIGHWAY

See Oregon Administrative Rule, Chapter 734, Division 55

PERMIT NUMBER

CLASS :

KEY#

GENERAL LOCATION

HIGHWAY NAME AND ROUTE NUMBER

HIGHWAY NUMBER

COUNTY

Wasco

BETWEEN OR NEAR LANDMARKS

Discovery Dr. and The Dalles Country Club Driveway

HWY. REFERENCE MAP

DESIGNATED FREEWAY

IN U.S. FOREST

☐ YES☐ NO☐ YES☐ NO

APPLICANT NAME AND ADDRESS

PURPOSE OF APPLICATION
(TO CONSTRUCT/OPERATE/MAINTAIN)☐ POLE
LINE

TYPE

MIN. VERT. CLEARANCE

☐ BURIED
CABLE

TYPE

☐ PIPE
LINE

TYPE

Water

☐ NON-COMMERCIAL SIGN AS DESCRIBED BELOW☐ MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS
DESCRIBED BELOW

FOR ODOT USE ONLY

BOND REQUIRED

REFERENCE:

AMOUNT OF BOND

☐ YES☒ NOOAR 734-055
-0035(2)

INSURANCE REQUIRED

REFERENCE:

SPECIFIED COMP. DATE

☒ YES☐ NOOAR 734-055
-0035(1)

DETAIL LOCATION OF FACILITY (For more space attach additional sheets)

| MILE POINT | MILE TO POINT | ENGINEERS STATION | ENGINEERS TO STATION | SIDE OF HWY OR ANGLE OF CROSSING | DISTANCE FROM | | BURIED CABLE OR PIPE | | SPAN LENGTH |
|---------------|---------------------|----------------------|----------------------------|-------------------------------------|----------------|----------|----------------------|---------------|----------------|
| | | | | | CENTER OF PVMT | R/W LINE | DEPTH/VERT. | SIZE AND KIND | |
| | 70.52 | | 726+40 | | 16' | | >24 | | 1,466' |

DESCRIPTION OF DESIRED USE

SPECIAL PROVISIONS (FOR ODOT USE ONLY)

TRAFFIC CONTROL REQUIRED

OPEN CUTTING OF PAVED OR SURFACED AREAS ALLOWED

◆ ☒ YES [OAR 734-055-0025(6)] ☐ NO◆ ☐ YES [OAR 734-055-0100(2)] ☐ NO [OAR 734-055-0100(1)]

◆ **AT LEAST 48 HOURS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE DISTRICT REPRESENTATIVE** Daniel Lopez **AT PHONE NO.:** _____ **OR EMAIL OR FAX THIS PAGE TO THE DISTRICT OFFICE AT: 541-296-2215** **SPECIFY TIME AND DATE WORK IS TO OCCUR.**

◆ A COPY OF THIS PERMIT AND ALL ATTACHMENTS SHALL BE AVAILABLE AT THE WORK AREA DURING CONSTRUCTION.

◆ **ATTENTION: Oregon Law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0001 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987.**

CALL BEFORE YOU DIG 1-800-332-2344

COMMENTS (FOR ODOT USE ONLY)

IF THE PROPOSED APPLICATION WILL AFFECT THE LOCAL GOVERNMENT, THE APPLICANT SHALL ACQUIRE THE LOCAL GOVERNMENT OFFICIAL'S SIGNATURE BEFORE ACQUIRING THE DISTRICT MANAGER'S SIGNATURE.

LOCAL GOVERNMENT OFFICIAL SIGNATURE

TITLE

DATE

X

APPLICANT SIGNATURE

APPLICATION DATE

TITLE

TELEPHONE NO.

X

When this application is approved by the Department, the applicant is subject to, accepts and approves the terms and provisions contained and attached: and the terms of Oregon Administrative Rule 734, Division 55, which is by this reference made a part of this permit.

DISTRICT MANAGER OR REPRESENTATIVE

APPROVAL DATE

X

GENERAL PROVISIONS FOR POLELINE, PIPELINE, BURIED CABLE, AND MISCELLANEOUS PERMITS

Revised May 2010

| | |
|--|--------------------------|
| APPLICANT: WASCO COUNTY / CONTRACTOR INFO HERE-----PERMIT # | |
| HIGHWAY: HISTORIC COLUMBIA RIVER | MP: 70.79 - 70.52 |

All checked (☒) provisions apply.

WORKSITE

- ☒ 1. Permittee must call for utility locates before digging ("Call Before You Dig!" 1-800-332-2344) per Oregon Administrative Rules (Chapter 952, Division 1). You may be held liable for damages. Premarking of excavation areas is required.
- ☒ 2. Permittee shall have a copy of this permit and all attachments at the work site. They shall be available to the District Manager or representative at their request.
- ☐ 3. Permittee shall acknowledge, in writing, receipt and review of Oregon Administrative Rules (Chapter 734, Division 55) governing miscellaneous facilities and operations on the highway right of way as the governing provisions of permit or agreement. Copies of this rule may be obtained from any district maintenance office.
- ☒ 4. Permittee shall review the Oregon Administrative Rules (Chapter 734 Division 55) governing miscellaneous facilities and operations on the highway right of way as the governing provisions of this permit or agreement. Web site: http://arcweb.sos.state.or.us/rules/OARS_700/OAR_734/734_055.html
- ☐ 5. Access control fence must be maintained during construction and restored to its original or better condition after construction is complete.
- ☒ 6. The permittee shall not use state highway right of way to display advertising signs or merchandise of any kind.
- ☐ 7. The stopping and parking of vehicles upon state highway right of way for the maintenance of adjoining property or in furtherance of any business transaction or commercial establishment is strictly prohibited.
- ☐ 8. All grass and small brush within the work area shall be rotary or flail mowed to ground level prior to the beginning of work to facilitate clean up.
- ☐ 9. Disturbed areas shall be reseeded with grass native to the area in an appropriate seeding time.
- ☒ 10. The spreading of mud or debris upon any state highway is strictly prohibited and violation shall be cause for immediate cancellation of the permit. Clean up shall be at the applicant's expense. The highway shall be cleaned of all dirt and debris at the end of each work day, or more frequently if so determined by the District Manager or representative.
- ☒ 11. Permittee shall replace any landscape vegetation or fences that are destroyed. Any damage that is not fully recovered within 30 days (weather permitting) shall be replaced by ODOT at the expense of the permittee. A "plant establishment" shall be understood to be part of the planting work to assure satisfactory growth of planted materials. The plant establishment period will begin when the original planting and all landscape construction has been completed and approved. The length of the establishment period will be one calendar year or as defined in the permit Special Provisions.
- ☐ 12. Permittee shall install and maintain landscaped area as shown on the attached drawings. Planting shall be limited to low-growing shrubs, grass or flowers that do not attain sufficient height to obstruct clear vision in any direction. The Oregon Department of Transportation (ODOT) shall have the right to remove said landscaping at any time such removal may appear to be in the public interest, without liability or loss, injury, of damage or any nature whatsoever.

TRAFFIC

- ☒ 13. During construction or maintenance, the work area shall be protected in accordance with the current [Manual on Uniform Traffic Control Devices \(MUTCD\)](#), Federal Highway Administration, U.S. Department of Transportation, and the Oregon Department of Transportation supplements thereto. Flaggers must have a card or certificate indicating their completion of an approved work zone traffic control course. All traffic control devices shall be maintained according to the American Traffic Safety Services Association (ATSSA), Quality Standards for Work Zone Traffic Control Devices handbook.
- ☒ 14. Permittee shall provide a detailed traffic control plan for each phase of the work, showing signs and cones. Plans shall be reviewed by Oregon Department of Transportation in advance of construction or maintenance.
- ☒ 15. All damaged or removed highway signs shall be replaced by the permittee. Installation shall be according to MUTCD standards or ODOT specifications, and shall be completed as soon as possible but no later than the end of the work shift.
- ☐ 16. No lane restrictions are permitted on the roadway during the hours of darkness, on weekends, or between 6:00 AM and 9:00 AM, or 3:00 PM and 6:00 PM (Monday through Friday) without prior approval by ODOT.
- ☒ 17. Hours of work shall be Daylight.

DRAINAGE

- ☐ 18. On-site storm drainage shall be controlled within the permitted property. No blind connections to existing state facilities are allowed.
- ☐ 19. Excavation shall not be done on ditch slopes. Trench excavation shall either be at ditch bottom or outside ditch area. (Minimum depth at bottom of ditch shall be 36 inches; minimum depth outside of ditch shall be 42 inches).
- ☐ 20. Only earth or rock shall be used as fill material and shall slope so as not to change or adversely affect existing drainage. Fine grade and seed the finished fill with native grasses to prevent erosion.
- ☐ 21. A storm drainage study stamped by an Oregon Registered Professional Engineer (PE) is required. The study must meet standards of the National Pollution Discharge Elimination Systems (NPDES) when any of the following conditions apply:
 - Whenever a four inch pipe is inadequate to serve the developed area,
 - development site is one acre or larger in size and directly or indirectly affects state facilities,
 - or as directed by the District Manager or representative.
- ☐ 22. Permittee shall provide on-site retention for storm water runoff that exceeds that of the undeveloped site.
- ☐ 23. All water discharged to an ODOT drainage system must be treated prior to discharge. All requests for connection to an ODOT storm system must meet any requirements of the National Pollutant Discharge Elimination System (NPDES). This may include local jurisdiction approval of on-site water quality treatment facilities and/or development of an operation and maintenance plan for any on-site water quality treatment facility, as determined by local jurisdiction.

EXCAVATION / CONSTRUCTION

- ☒ 24. The following ODOT documents and any supplements and subsequent revisions thereto, where applicable and not otherwise superseded by the permit language herein, but only to the extent that they provide standards and performance requirements for work to be performed under the permit, shall be incorporated for use in the permit:

“Oregon Standard Specifications for Construction (2008)”. ODOT shall have authority over acceptance of all materials and workmanship performed under this permit as stated in Section 00150.00 of the “Oregon Standard Specifications for Construction (2008).”

For additional Supplemental and Special Provisions please refer to:
http://www.oregon.gov/ODOT/HWY/SPECS/standard_specifications.shtml Standard Specification books are available on this site.
- ☐ 25. Open cutting of pavement is allowed in areas specifically approved by District Manager or representative.
- ☐ 26. Trench backfill shall be according to the attached typical drawing, marked as Exhibit A.

- ☐ 27. Open cutting of the highway is allowed with construction in accordance with OAR 734-55-0100. All excavation in paved areas shall be backfilled and the roadway surface patched before the end of each shift. In special cases where steel plates are allowed, said plates shall be pinned and a temporary cold patch applied to the edges. The permittee shall be fully responsible for monitoring and maintenance of temporary patching and steel plating.
- ☐ 28. Compaction tests shall be required for each open cut per Oregon Standard Specification for Construction. Compaction tests shall be conducted once for every 300 lineal feet per lift of continuous trench according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent Compaction shall be 95%. At the discretion of the District Manager or representative, results of compaction test shall be provided to District Manager or representative at applicants' expense.
- ☐ 29. Control Density Fill (CDF) shall be used as surface backfill material in place of crushed rock in open trenches that impact the travel portions of the highway. A ¾"-0, or 1"-0 rock will be used for the aggregate. The amount of cement used shall not exceed 3.0% of the total mixture's weight. Maximum compressed strengths must not exceed 250 pounds per square inch (psi).
- ☐ 30. Surface restoration shall be a minimum of eight inches of hot asphalt-concrete (AC), compacted in two inch lifts, or match existing pavement depth, whichever is greater. Sand-seal all edges and joints.
- ☐ 31. All aggregate shall conform to Oregon Standard Specification for Construction, Section 02630 - Base Aggregate.
- ☒ 32. Any area of cut or damaged asphalt shall be restored in accordance with the included attachment "T-Cut Typical Section" drawing. For a period of two years following the patching of paved surface, permittee shall be responsible for the condition of permittee's pavement patches, and during that two year period shall repair to District Manager or representative satisfaction any of the patches which become settled, cracked, broken, or otherwise faulty.
- ☐ 33. An overlay to seal an open-cut area shall be completed prior to the end of the construction season, or when minimum temperature allows per "Oregon Standard Specification for Construction (2008)" and any subsequent revisions thereto. Typical overlay shall be 1.5 inches deep and cover the affected area from edge of pavement to edge of pavement, and taper longitudinally at a fifty feet to one inch (50' : 1") ratio. Taper may be adjusted by the District Manager as required. For a period of two years following this patching of the surface, the permittee shall be responsible for the condition of said pavement patches, and during that time shall repair to the District Manager or representative's satisfaction any of the patches which become settled, cracked, broken or otherwise faulty.
- ☐ 34. Highway crossings shall be bored or jacked. Bore pits shall be located behind ditch line or in areas satisfactory to the District Manager or representative. Unattended pits shall either be protected by a six-foot fence, backfilled, or steel plated and pinned.
- ☒ 35. Permittee shall install a "tracer wire" or other similar conductive marking tape or device, if installing any non-conductive, unlocatable underground facility, in order to comply with Oregon Utilities Coordination Council (OUCC), per OAR 952-01-0070 (6).
- ☐ 36. Trench backfill outside of ditch line or in approved areas can be native soil compacted at optimum moisture in twelve inch layers to 90% or greater of the maximum density.
- ☒ 37. Native material that is found to be unsatisfactory for compaction shall be disposed of off the project and granular backfill used.
- ☒ 38. Trench backfill in rock slope or shoulder shall be crushed 1"-0 or ¾"-0 size rock compacted at optimum moisture in eight-inch layers. Compaction tests shall be conducted according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent compaction shall be 95%. At the discretion of the District Manager or representative, results of compaction tests shall be provided to District Manager or representative at applicant's expense.
- ☒ 39. Where excavation is on fill slope steeper than a two to one (2:1) ratio, slope protection shall be provided using four-inch size rock laid evenly to a minimum depth of twelve inches.
- ☒ 40. No more than 300 feet of trench longitudinally along the highway shall be left open at any one time and no trench shall be left in an open condition overnight.
- ☒ 41. Areas of disturbed cut and fill slopes shall be restored to a condition suitable to the District Manager or representative. Areas of erosion to be inlaid with an acceptable riprap material.

- ☐ 42. All underground utilities shall be installed with three-foot or more of horizontal clearance from existing or contract plans guardrail posts and attachments. All non-metallic water, sanitary and storm sewer pipe shall have an electrically conductive insulated Number 12-gauge copper tracer wire the full length of the installed pipe using blue wire for water and green for storm and sanitary sewer piping.
- ☐ 43. Any area of cut or damaged concrete shall be restored in accordance with the attached Typical Section-Pipe Section under sidewalk.
- ☐ 44. Utility markers and pedestals shall be placed as near the highway right-of-way line as practical. In no case shall pedestals and line markers be located within the highway maintenance area.
- ☐ 45. No cable plowing is allowed within the lateral support of the highway asphalt (i.e. at six feet lower than the edge of the asphalt, no plowing within nine feet of the edge of the asphalt).
- ☐ 46. Review by ODOT Bridge Engineers is required for all proposed bridge and structure attachments and for utility or any facilities to be installed within sixteen feet of bridge foundations, supports, walls or related, or within the influence zone of bridge facilities.

MISCELLANEOUS

- ☒ 47. Permittee shall be responsible and liable for (1) investigating presence/absence of any legally protected or regulated environmental resource(s) in the action area; (2) determining any and all restrictions or requirements that relate to the proposed actions, and complying with such, including but not limited to those relating to hazardous material(s), water quality constraints, wetlands, archeological or historic resources(s) state and federal threatened or endangered species, etc., (3) complying with all federal, state, and local laws, and obtaining all required and necessary permits and approvals.
- ☒ 48. If the permittee impacts a legally protected/regulated resource, permittee shall be responsible for all costs associated with such impact, including, but not limited to all costs of mitigation and rehabilitation, and shall indemnify, and hold ODOT harmless for such impacts and be responsible and liable to ODOT for any associated costs or claims that ODOT may have.
- ☒ 49. Plans are approved by ODOT in general only and do not relieve the permittee from completing construction improvements in a manner satisfactory to ODOT. The District Manager or representative may require field changes. When revisions are made in the field, permittee is responsible to provide "as built" drawings, within 60 days from completion of highway improvements, and shall submit them to the District Office issuing the permit.
- ☒ 50. Permittee shall be responsible for locating and preserving all existing survey monumentation within the work area in accordance with ORS 209.150 and/or 209.155. If monumentation or its accessories are inadvertently or otherwise disturbed or destroyed, applicant shall be responsible for all costs and coordination associated with it's reestablishment by a professional licensed surveyor.

By this signature applicant accepts all checked (☒) provisions (4 pages).

| | |
|----------------------|-------|
| Applicant signature: | Date: |
|----------------------|-------|

BID FORM

Wasco County

Discovery Center Water System Expansion Project – 2023

TABLE OF CONTENTS

| | Page |
|---|------|
| Article 1 – Bid Recipient | 1 |
| Article 2 – Bidder’s Acknowledgements | 1 |
| Article 3 – Bidder’s Representations..... | 1 |
| Article 4 – Bidder’s Certification | 2 |
| Article 5 – Basis of Bid..... | 3 |
| Article 6 – Time of Completion | 5 |
| Article 7 – Attachments to this Bid | 6 |
| Article 8 – Defined Terms..... | 6 |
| Article 9 – Bid Submittal..... | 6 |

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

WASCO COUNTY
Attn: Tyler Stone, County Administrator
c/o Tenneson Engineering Corporation
3775 Crates Way
The Dalles, OR 97058

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 1.03 The Bid shall be submitted in accordance with Article 15 of the Instructions to Bidders.
- 1.04 The time will be as indicated by the clock in the front office.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02 Bidder acknowledges that the Owner may reject any Bid not in compliance with all prescribed public contracting procedures and requirements and may reject for good cause all Bids upon a finding of the Owner that it is in the public interest to do so.
- 2.03 Bidder further acknowledges that a Bid for a public improvement contract may not be received or considered by the Owner unless the Bidder is licensed by the Construction Contractors Board.
- 2.04 **Bidder further acknowledges that this project does not require the Bidder to be licensed for asbestos removal (ORS 468A.720).**

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| <u>Addendum</u> <u>No.</u> | <u>Addendum</u> <u>Date</u> | <u>Bidders</u> <u>Acknowledgement</u> |
|-------------------------------|--------------------------------|--|
| <u>NONE</u> | | |
| | | |
| | | |
| | | |

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding;
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. Bidder will comply with all provisions of the Oregon Prevailing Wage Rate laws (ORS 279C.800 through 279C.870); and
- F. Bidder will provide within two (2) working hours of Bid closing a disclosure of first-tier subcontractors in accordance with ORS 279C.370, if total bid amount exceeds \$100,000.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| DISCOVERY CENTER WATER SYSTEM EXPANSION PROJECT – 2023 BASE BID | | | | |
|---|------------------|---|-----------------------------|---------------------------------|
| Item No. | Approx. Quantity | Description of Item | Unit Price | Total Amount |
| 1. | Lump Sum | Provide all labor, equipment, and materials necessary to accomplish mobilization to job site, project management, temporary facilities, and cleanup, per plans and specifications, including Oregon Corporate Activity Tax (CAT) on Items 1 through 16, complete per lump sum @ <u>THIRTEEN THOUSAND</u> | Lump Sum | \$ <u>13,000</u> ⁼⁼ |
| 2. | Lump Sum | Provide temporary work zone traffic control, per plans and specifications, complete per lump sum @ <u>ELEVEN THOUSAND</u> | Lump Sum | \$ <u>11,000</u> ⁼⁼ |
| 3. | Lump Sum | Provide erosion control, per plans and specifications, complete per lump sum @ <u>THREE THOUSAND FIVE HUNDRED</u> | Lump Sum | \$ <u>3,500</u> ⁼⁼ |
| 4. | 1,466 l.f. | Provide 8 Inch DI Water Pipe, fittings and couplings with Class "B" backfill, per plans and specifications, complete per lineal foot @ <u>NINETY FIVE</u> | \$ <u>95</u> ⁼⁼ | \$ <u>139,270</u> ⁼⁼ |
| 5. | 11 l.f. | Provide 6 Inch DI Water Pipe, fittings and couplings with Class "B" backfill, per plans and specifications, complete per lineal foot @ <u>ONE HUNDRED SEVENTY</u> | \$ <u>170</u> ⁼⁼ | \$ <u>1,870</u> ⁼⁼ |

| Item No. | Approx. Quantity | Description of Item | Unit Price | Total Amount |
|----------|------------------|---|------------------------------|-------------------------------|
| 6. | 15 l.f. | Provide 4 Inch DI Water Pipe, fittings and couplings with Class "B" backfill, per plans and specifications, complete per lineal foot @ <u>ONE HUNDRED FIFTY FIVE</u> | \$ <u>155⁰⁰</u> | \$ <u>2,325⁰⁰</u> |
| 7. | 896 l.f. | Provide 4 Inch PVC Water Pipe, fittings and couplings with Class "A" backfill, per plans and specifications, complete per lineal foot @ <u>FIFTY</u> | \$ <u>50⁰⁰</u> | \$ <u>44,800⁰⁰</u> |
| 8. | 10 c.y. | Provide Extra Trench Excavation with Class "B" backfill, per plans and specifications, complete per cubic yard @ <u>EIGHTY SEVEN</u> | \$ <u>87⁰⁰</u> | \$ <u>870⁰⁰</u> |
| 9. | 10 c.y. | Provide Extra Trench Excavation with Class "A" backfill, per plans and specifications, complete per cubic yard @ <u>TWENTY TWO</u> | \$ <u>22⁰⁰</u> | \$ <u>220⁰⁰</u> |
| 10. | 1 ea. | Provide Connection to Existing Main with 10 Inch tapping sleeve and 8 Inch gate valve assembly, per plans and specifications, complete per each @ <u>FIVE THOUSAND FOUR HUNDRED</u> | \$ <u>5,400⁰⁰</u> | \$ <u>5,400⁰⁰</u> |
| 11. | 1 ea. | Provide Connection to Existing Main with 4 Inch tee, couplers and 2 Inch Double Check Valve Assembly, per plans and specifications, complete per each @ <u>FIVE THOUSAND TWO HUNDRED</u> | \$ <u>5,200⁰⁰</u> | \$ <u>5,200⁰⁰</u> |
| 12. | 1 ea. | Provide 6 Inch Gate Valve, per plans and specifications, complete per each @ <u>TWO THOUSAND</u> | \$ <u>2,000⁰⁰</u> | \$ <u>2,000⁰⁰</u> |
| 13. | 3 ea. | Provide 4 Inch Gate Valve, per plans and specifications, complete per each @ <u>ONE THOUSAND EIGHT HUNDRED</u> | \$ <u>1,800⁰⁰</u> | \$ <u>5,400⁰⁰</u> |
| 14. | 1 ea. | Provide Hydrant Assembly, per plans and specifications, complete per each @ <u>SIX THOUSAND FIVE HUNDRED</u> | \$ <u>6,500⁰⁰</u> | \$ <u>6,500⁰⁰</u> |
| 15. | 28 l.f. | Provide 2 Inch copper Water Service Line with Class "B" backfill, per plans and specifications, complete per lineal foot @ <u>ONE HUNDRED FORTY</u> | \$ <u>140⁰⁰</u> | \$ <u>3,920⁰⁰</u> |

| Item No. | Approx. Quantity | Description of Item | Unit Price | Total Amount |
|--|------------------|---|--------------------------|------------------------|
| 16. | 1 ea. | Provide 2 Inch Water Meter Assembly and 2 Inch Double Check Valve Assembly, per plans and specifications, complete per each @ SIX THOUSAND EIGHT HUNDRED | \$ 6,800 ⁰⁰ | \$ 6,800 ⁰⁰ |
| 17. | 10 c.y. | Perform rock excavation, per plans and specifications, including Oregon Corporate Activity Tax (CAT), complete per cubic yard @ ONE HUNDRED | \$ 100 ⁰⁰ | \$ 1,000 ⁰⁰ |
| 18. | 25 c.y. | Perform boulder excavation, per plans and specifications, including Oregon Corporate Activity Tax (CAT), complete per cubic yard @ ONE HUNDRED | \$ 100 ⁰⁰ | \$ 2,500 ⁰⁰ |
| 19. | 35 c.y. | Provide extra trench Class "B" backfill where rock and/or boulder excavation was required, per plans and specifications, including Oregon Corporate Activity Tax (CAT), complete per cubic yard @ EIGHTY SEVEN | \$ 87 ⁰⁰ | \$ 3,045 ⁰⁰ |
| TOTAL OF LUMP SUM AND UNIT PRICE BIDS = TOTAL BASE BID PRICE | | | \$ 258,620 ⁰⁰ | |

ADDITIVE BID ITEMS

| Item No. | Approx. Quantity | Description of Item | Unit Price | Total Amount |
|--|------------------|--|--------------------------|-------------------------|
| 20. | 161 c.y. | Provide Aggregate Shoulder on US Highway 30, per plans and specifications, including Oregon Corporate Activity Tax (CAT), complete per cubic yard @ ONE HUNDRED | \$ 100 ⁰⁰ | \$ 16,100 ⁰⁰ |
| TOTAL OF BASE AND ADDITIVE BID ITEMS = TOTAL BID PRICE | | | \$ 274,720 ⁰⁰ | |

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. First-Tier Subcontractor Disclosure Form (**must be submitted c/o the Engineer within two (2) hours of Bid closing via fax (541-296-6657) or by hand to the place Bids are received**);
- C. Evidence of authority to do business in the state of the Project (**copy of Bidder's current Oregon Construction Contractors Board applicable license**);
- D. **Signed Bidder's Certification Statement as required by certain Oregon Revised Statutes (ORS);**

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER:

CRESTLINE CONSTRUCTION

By: [Signature]

[Printed name] ERIK KERR

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]

[Printed name] YANI VAIVODA

Title: ESTIMATOR

Submittal Date: 6/20/2023

Address for giving notices: 3600 CRATES WAY #100
THE DALLES OR 97058

Telephone Number: 541.506.4000

Fax Number: 541.506.4001

Contact Name and e-mail address: YANI VAIVODA
yaniv@crestlineconstruction.com

Bidder's License No.: 101573



MOTION

SUBJECT: Water Expansion Project

I move to approve the Water Line Contract between Wasco County and Crestline Construction for the completion of the Discovery Center Water System Expansion Project.



MEMORANDUM

SUBJECT: Amended Uniform Fee Schedule

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: AUGUST 29, 2023

BACKGROUND INFORMATION:

The increases included in the proposed 2024 Fee Schedule are consistent with the guidelines established by the 2022 Fee Schedule Policy. The revised Fee Schedule Policy, if adopted, allows for a deviance from a Western Region CPI (Shown Below) if justified by the requesting department and approved by the Board of County Commissioners. Building Codes is requesting no fee increases for the next calendar year as explained in the memo included with the proposed Fee Schedule Policy Revisions.

The Planning Department did a significant update to their schedule which is outlined in the Planning Director's Memo included in the Board Packet.

At the first hearing for the fee schedule, no vote may be taken. The Board is, however, able to ask questions and request changes. The Ordinance title must be read into the record unless any Commissioner requests that it be read in its entirety.

Table A. West region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

| Month | 2019 | | 2020 | | 2021 | | 2022 | | 2023 | |
|-----------|---------|----------|---------|----------|---------|----------|---------|----------|---------|----------|
| | 1-month | 12-month | 1-month | 12-month | 1-month | 12-month | 1-month | 12-month | 1-month | 12-month |
| January | 0.2 | 2.7 | 0.3 | 2.9 | 0.2 | 1.4 | 0.9 | 7.7 | 0.9 | 6.3 |
| February | 0.2 | 2.4 | 0.4 | 3.1 | 0.5 | 1.6 | 0.8 | 8.1 | 0.5 | 6.0 |
| March | 0.4 | 2.4 | -0.2 | 2.5 | 0.7 | 2.4 | 1.3 | 8.7 | 0.5 | 5.1 |
| April | 0.8 | 2.9 | -0.4 | 1.3 | 1.0 | 3.9 | 0.7 | 8.3 | 0.5 | 4.9 |
| May | 0.5 | 2.9 | 0.1 | 0.8 | 0.8 | 4.7 | 0.8 | 8.3 | 0.4 | 4.5 |
| June | 0.0 | 2.7 | 0.4 | 1.2 | 0.9 | 5.1 | 1.2 | 8.8 | | |
| July | 0.0 | 2.7 | 0.5 | 1.7 | 0.6 | 5.2 | 0.1 | 8.3 | | |
| August | 0.1 | 2.6 | 0.3 | 1.9 | 0.2 | 5.0 | 0.0 | 8.1 | | |
| September | 0.3 | 2.6 | 0.0 | 1.6 | 0.2 | 5.3 | 0.3 | 8.3 | | |
| October | 0.5 | 2.8 | 0.2 | 1.2 | 0.8 | 6.0 | 0.7 | 8.1 | | |
| November | -0.1 | 2.8 | 0.0 | 1.4 | 0.5 | 6.5 | -0.4 | 7.1 | | |
| December | -0.2 | 2.8 | -0.1 | 1.5 | 0.4 | 7.1 | -0.4 | 6.2 | | |



MEMORANDUM

SUBJECT: FEE SCHEDULE UPDATES

TO: WASCO COUNTY BOARD OF COMMISSIONERS, TYLER STONE

FROM: KELLY HOWSLEY GLOVER, PLANNING DIRECTOR

DATE: 8/28/23

Planning staff has engaged in a six month exercise to evaluate our fee schedule and streamline it ahead of the official fee schedule update process. As the Board is aware, the Planning Department keeps detailed records of staff time that forms the basis for our permitting and other fees. Per County policy, the County generally subsidizes Planning Department costs with fees at an average of 50%.

For your convenience, I have itemized significant revisions to the 2024 fee schedule:

- The most significant revision to our fee schedule is that we will be now requiring applicants to pay the Clerk's office directly for recording documents. This will appear to be a reduction in fees, however, that is not the case. Instead, those fees have been removed from our fee schedule. We refer the Board and citizens directly to the Fee schedule for up to date recording costs. This will be communicated to applicants and we will work with the Clerk's office to assure an easy, straightforward process.
- For permits that would appear before a Hearings Officer, we are continuing our 10% per annum increase until we reach the 50% subsidy rate.
- Removal of the "aggregate overlay significant determination" fee. This should be a combination of an Overlay Zone (OZ) fee and a Comprehensive Plan Map amendment, which the ordinance will direct staff to calculate.
- We are adding our hourly fee, after 20 hours, for conditional use permits not detailed in the fee schedule. This is to account for increasingly complex conditional use permits that often take our staff over a hundred hours to complete, and also often require legal consult.
- We are recommending the removal of the road dedication line item, as that typically occurs with subdivision or replat and is part of that fee. We are also recommending the road renaming fee, directing citizens to Public Works, who conducts that work. Our public facing fee schedule will include a note about re-addressing costs.
- We are proposing an hourly fee for a LUBA Remand and Review. We do not have sufficient comparative data, but the last remand we processed took over a hundred hours of staff time, far exceeding the current fee.
- We are proposing a three tiered pre-application conference to include a free 2 hour consultation and an hourly fee for conferences exceeding six hours. This is to account for increasingly complex applications that require significant coordination with partners.
- Our research and records request was historically based on staff rates that have changed significantly with our salary adjustments. We are increasing to our Department hourly, which is consistent with who typically processes these requests.

- We are proposing to remove one penalty from Code Compliance portion to be included in a broader penalty ordinance that will come before the Board in conjunction with the Nuisance and Abatement Ordinance Update.
- We are proposing to remove the recordation fee, and refer customers directly to the Clerk's fee schedule.
- The Code Compliance appeal fee has remained the same for 14 years, because the appeal fee was listed in the Code Compliance Nuisance and Abatement Ordinance which has not been updated since adoption in 2009. Staff is proposing, by January 1, 2024, to update the ordinance. Legal counsel has recommended we remove all fees/penalties from the ordinance. The fee adjustment is based on staff tracking time of the average cost to address a Code Compliance appeal or presentation to the Board, including hard costs like noticing which have increased substantially over the last two years.
- We have corrected the following fees that were listed in error to show to date adjustments:
 - For Telecommunications Tower-Collocation, a decrease happened in 2021 due to the recording fee being omitted. Staff has readjusted to the correct fee, removing the recording fee.
 - For Power Generating Facility tower fees, each fee was adjusted differently. Staff has readjusted so that they both the same amount.
 - The "Other Reviews Directed to Planning Commission/Hearings Officer" in 2022 was \$1,495. Likely due to a transposition error, the fee in 2023 was listed as \$1,216.44. Staff has adjusted, removing fee related to Clerk recording.
 - The Goal Exception and Zone Change Fees in 2021 were \$1,624. In 2022, they were \$1,705. In 2023, they were unintentionally reduced to \$1,184.02. It is likely numbers were transposed. Staff has corrected, using CPI adjustments.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF AMENDING WASCO COUNTY'S UNIFORM FEE SCHEDULE FOR VARIOUS COUNTY DEPARTMENTS

ORDINANCE 23-001

THE BOARD OF COMMISSIONERS OF WASCO COUNTY OREGON DOES ORDAIN AS FOLLOWS:

Section 1. PURPOSE

Wasco County provides core services to all citizens which are paid for through the annual tax base. On the whole, the County endeavors to proactively provide access to services in alignment with our Vision and Mission statements.

In some instances, special services are required or necessitated by various state statutes, or to meet the needs of citizens who have requests outside of core services. The purpose of this Ordinance is to outline the fees to be collected by Wasco County Departments for performing services, and to establish a uniform fee schedule.

Section 2. AUTHORITY

The Ordinance is enacted pursuant to the authority granted to general law Counties by [ORS 203.035-ORS 203.065](#) and by [ORS 192.440](#).

Section 3. FEE SCHEDULE

Fees shall be charged and collected by the indicated Department before the filing, recording or copying of subject documents shall be completed. A table of all County fees can be found in Appendix A, B and C. Other fees may apply as assessed under Oregon Revised Statutes.

Section 4. ENACTMENT PROVISIONS (1)

(1) CONFORMANCE WITH LAW

Except as expressly provided herein, this Ordinance shall in no way be a substitute for or eliminate the necessity of conforming with any and all State and Federal laws, rules and regulations including but not limited to the payment of all other fees required by law and other Ordinances which are now or may be in the future in effect which relate to the requirements provided in the Ordinance.

(2) SEPARABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portion of this Ordinance.

(3) EFFECTIVE DATE

This Ordinance shall take effect on January 1, 2024 upon its adoption, and all previous orders, resolutions or ordinances setting fees conflicting with the provisions of this Ordinance are hereby repealed and will be of no further force and effect.

Regularly passed and adopted by the Board of Commissioners of the County of Wasco, State of Oregon, by a __ to __ vote on this 20th day of September, 2023.

ATTEST:

WASCO COUNTY BOARD
OF COMMISSIONERS

Kathy Clark
Executive Assistant

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

APPROVED AS TO FORM:

Philip L. Brady, County Commissioner

Kristen Campbell
Wasco County Counsel

APPENDIX A: County Fee Schedule

| Fees Across All County Departments | | |
|---|--|-----------------------------|
| Service Description | Fee Amount | Applicable Statute |
| Miscellaneous Copies/Printing/Transmission | | |
| Black and white copies 8.5" x 11" or 8.5" x 14" | \$0.25 per page | County Ordinance |
| Black and white copies 11" x 17" | \$1.17 \$1.12 per page | County Ordinance |
| Color copies (any size listed above) | \$1.17 \$1.12 per page | County Ordinance |
| Providing content on media (zip disk, jump drive, CD, etc.) | \$17.60 \$16.84 per media plus actual costs of services | County Ordinance |
| Printing computer labels | \$46.92 \$44.91 plus actual printing and label cost | County Ordinance |
| Electronic transmission of documents (Fax, email, FTP, or similar transmission. If printing of copies is required to redact information or to get records into the appropriate form, subset, etc., copy fees and research time will also apply.) | \$5.61 per transmission plus actual costs of services \$5.86 | County Ordinance |
| Research and Professional Services Fees | | |
| Basic Research Fee (Only upon availability of staff) | \$46.92 \$44.90 per hour, one hour minimum, unless specified by Department fee schedule | County Ordinance |
| Professional Services / Complex Analysis | See specific Department fee schedule | County Ordinance |
| Public Record Request Fees | | |
| Certification of a Public Record (Birth certificates, licenses, etc.) | \$3.75 per record | ORS 205.320 |
| Public records request, general (Cost is request-dependent and is sum of research, copies, transmission, etc.) | | |
| Administrative Services | | |
| Service Description | Fee Amount | Applicable Statute |
| FINANCE DEPARTMENT | | |
| Placing a stop payment on a Wasco County issued check | \$38.73 \$37.06 per check | County Ordinance |
| Returned item (non-sufficient funds, closed account, etc.) deposited to Wasco County bank account | \$29.62 \$28.34 per check | County Ordinance |
| INFORMATION SERVICES DEPARTMENT | | |
| Professional Services | \$141.24 \$135.16 per hour | County Ordinance |
| GIS Mapping : See Appendix C | | |

LEGAL SERVICES

| | | |
|--|------------------------|------------------|
| County Counsel Fees. <i>Please contact Administrative Services for estimate.</i> | At current hourly rate | County Ordinance |
|--|------------------------|------------------|

Land-based and Civil Services

| Service Description | Fee Amount | Applicable Statute |
|---------------------|------------|--------------------|
|---------------------|------------|--------------------|

ASSESSMENT AND TAXATION DEPARTMENT

| | | |
|---|---|------------------|
| Assessment mapping changes and new plat | \$606.04 base fee \$633.31 | County Ordinance |
| Additional lot created | \$58.09 \$55.59 each | County Ordinance |
| Additional map affected | \$58.09 \$55.59 each | County Ordinance |
| Lot line adjustment | \$292.74 \$280.13 each | County Ordinance |
| Calculation of farm/forest disqualifications (To be applied against penalty if the account is disqualified within 90 days) | \$46.70 \$44.69 per hour, one hour minimum | County Ordinance |

CLERK'S OFFICE

Land-based Recording Fees *All documents presented for recording must be "required or permitted by law to be recorded"*

| | | |
|--|-----------------------------------|-----------------------------|
| Deed and Mortgage Records | \$105.00 for the 1st page, | ORS 205.320 |
| Breakdown of fees: | \$5.00 for each page after | and County Ordinance |
| Clerk Recording Fee | \$5.00 per page | |
| Public Land Corner Preservation Fund | \$10.00 per document | |
| Geographic Information Systems (GIS) Fund | \$19.00 per document | |
| Assessment & Taxation Fund | \$10.00 per document | |
| Oregon Land Information System (OLIS) Fund | \$1.00 per document | |
| Affordable Housing Alliance Fund | \$60.00 per document | |
| Lien Records | \$76.00 for the 1st page, | ORS 205.320 |
| Breakdown of fees: | \$5.00 for each page after | and County Ordinance |
| Clerk Recording Fee | \$5.00 per page | |
| Assessment & Taxation Fund | \$10.00 per document | |
| Oregon Land Information System (OLIS) Fund | \$1.00 per document | |
| Affordable Housing Alliance Tax | \$60.00 per document | |

Partition Plat, Replat, and Property Line Adjustment Plat [ORS 205.320](#)

| | | |
|--|-----------------------------|----------------------|
| Surveyor Fee, Property Line Adjustment Plat, Single-Parcel Partition Plat or Replat | See Surveyor's Office fees | and County Ordinance |
| Assessor and Tax Collector Fees | See Assessment and Taxation | |
| Recording Base Fee (includes A&T Fund, OLIS Fund, GIS Fund, Public Land Corner Preservation Fund, General Clerk Fee) | \$90.00 per document | |
| Affordable Housing Alliance Fund | \$60 per document | |
| Clerk Recording Fee | \$5.00 per page | |
| County Court Approval (if required) | \$10.00 | |

| | | |
|--|--|---|
| Copy Fees | \$3.00 per page | |
| Subdivision and Subdivision Replat; | | ORS 205.320 |
| Surveyor Fee, Subdivision and Subdivision Replat, Condominium | <i>See Surveyor's Office fees</i> | and County Ordinance |
| Assessor and Tax Collector Fees | <i>See Assessment and Taxation</i> | |
| Recording Base Fee, 20 lots or less | \$90.00 per document | |
| Recording Base Fee, 21 lots or more (includes A&T Fund, OLIS Fund, GIS Fund, Public Land Corner Preservation Fund, General Clerk Fee) | \$110.00 per document | |
| Affordable Housing Alliance Fund | \$60.00 per document | |
| Clerk Recording Fee | \$5.00 per page | |
| County Court Approval (if required) | \$10.00 | |
| Copy Fees | \$3.00 per page | |
| Non Standard Documents | \$20.00 per document | ORS 205.327 |
| Documents Describing More Than One Transaction | \$5 per additional transaction or title | ORS 205.236(4) |
| Location of Record (land records are available online free of charge. See the Digital Research Room on the Wasco County website) | \$3.75 location fee plus \$0.25 per page | ORS 205.320 |
| Recording Image Subscription (download of images recorded in the Clerk's office and provided on media) | \$0.25 per page/image plus cost of media if applicable | County Ordinance |
| Marriage Fees | | |
| Marriage License | \$50.00 | ORS 205.320 and ORS 106.045 |
| Civil Marriage Ceremony (in office, by appointment only) | \$117.00 | Senate Bill 27 |
| Staff Witness for Ceremony | \$18.22 \$17.44 per staff member | County Ordinance |
| Certified Copy of Marriage License | \$7.75 | ORS 205.320 |
| Time Waiver of 3-day Waiting Period | \$18.22 \$17.44 | County Ordinance |
| Certificate of Parental Consent for Marriage of a Minor | \$18.22 \$17.44 per minor | County Ordinance |
| Amending a Filed Marriage Record | \$25.00 | |
| Domestic Partnership Declaration | | |
| Registration | \$50.00 | ORS 205.320 |
| Certified Copy of a Domestic Partnership Declaration | \$7.75 | ORS 205.320 |
| Elections Reports | | |
| Request for List of Electors | \$25.00 plus 2.5¢ per 100 names | OAR 165-002-0020 Section 1 |

PLANNING DEPARTMENT

See Appendix B

County and ORS

PUBLIC WORKS DEPARTMENT

| | | |
|-------------------------------------|-------------------------------------|------------------|
| Petition for Road Vacation | \$586.61 \$561.35 | County Ordinance |
| Permit for Mass Gathering | \$586.61 \$561.35 | County Ordinance |
| Permit for Motor Vehicle Road Rally | \$1,122.70 \$1,173.22 | County Ordinance |

SURVEYOR'S OFFICE

| | | |
|---|---|--|
| Survey Filing \$222.11 + \$56.95 over 2 pgs. | \$212.55 plus \$54.50 per page over 2 pages | ORS 209.260 |
| <i>(Reviewed, filed and indexed)</i> | | |
| Property Line Adjustment Survey Filing | \$288.85 plus \$54.50 per page over 2 pages | ORS 209.260 |
| <i>(Reviewed, filed and indexed)</i> | \$301.85 + \$56.95 over 2 pgs. | |
| Single-Parcel Partition Plat, or Single Parcel Replat Review <i>(Reviewed, filed and indexed)</i> | \$545.00 per plat \$569.53 per plat | ORS 92.100 and County Ordinance |
| Multiple-Parcel Partition Plat or Replat Review <i>(Reviewed, filed and indexed)</i> | \$713.95 per plat \$746.08 per plat | ORS 92.100 and County Ordinance |
| Subdivision or Subdivision Replat Review <i>(Reviewed, field-checked, filed and indexed)</i> | \$801.15 per subdivision plus \$76.03 per lot \$837.20 per subdivision + \$79.45 per lot | ORS 205.350 and County Ordinance |
| Condominium Plat Review <i>(Reviewed, field-checked, filed and indexed)</i> | \$861.01 per condominium, plus \$76.03 per unit \$899.76 per condominium + \$79.45 per unit | ORS 205.350 and County Ordinance |
| Re-check or Re-design Review | 50% of the original review fee | County Ordinance |
| Affidavit of Correction, Consent, Post-Monumentation, etc. | \$59.95 per affidavit recorded \$62.65 | ORS 92.170 and County Ordinance |
| Marking the Record Upon the Surveyor's Copy of an Original Plat | \$59.95 per recorded document \$62.65 | ORS 271.230 (2) and County Ordinance |
| Research | \$90.94 \$87.02 per hour after the first hour | County Ordinance |
| Large Format Printing or Copying | \$1.16 \$1.11 per square foot, \$2.00 minimum | County Ordinance |

| Public Safety Services | | |
|--|---|-----------------------------------|
| Service Description | Fee Amount | Applicable Statute |
| COMMUNITY CORRECTIONS DEPARTMENT | | |
| Community Service Work Program | \$43.60 \$45.56 | County Ordinance |
| Placement | | County Ordinance |
| DNA Sample Draw | \$27.25 \$28.48 | County Ordinance |
| Drug Testing | \$22.78 for in-lab \$21.80 per sample for in-lab tests \$11.39 for instant \$10.90 for instant tests | County Ordinance |
| Inter-County Transfer Request | \$56.95 \$54.50 | County Ordinance |
| Interstate Compact | \$113.91 \$109.00 | County Ordinance |
| Probation/Post Prison/Parole Supervision | \$45.56 \$43.60 per month | County Ordinance |
| Travel Permit | \$5.70 \$5.45 each permit | County Ordinance |
| Treatment Program Intake | \$176.55 \$168.95 | County Ordinance |
| Treatment Assessment | \$176.55 \$168.95 | County Ordinance |
| Treatment Assessment Update | \$96.82 \$92.65 | County Ordinance |
| Unexcused Assessment No-Show Fee | \$59.95 \$62.65 | County Ordinance |
| Treatment: Individual Counseling Session | \$148.08 \$141.70 | County Ordinance |
| Treatment: Group Session | \$56.95 \$54.50 | County Ordinance |
| Program Curriculum Book | \$34.17 \$32.70 | County Ordinance |
| Electronic Monitoring Set Up | \$28.48 \$27.25 | County Ordinance |
| Electronic Monitoring Daily Fee | \$5.70 \$5.45 | County Ordinance |
| SHERIFF'S OFFICE | | |
| Civil Fees | Per Statute | ORS 21.300 |
| Concealed Handgun License | Per Statute | ORS 166.291(5)(a) |
| Fingerprinting | \$22.78 per card or \$20.90 for electronic submission \$21.80 per card or \$20.00 for electronic submission | County Ordinance |
| OLCC Liquor License (<i>regular and special event</i>) | \$25.00 per permit | ORS 471.166 (7) |
| Real Property Foreclosure Sheriff Sale | \$800.00 deposit (<i>Applicants will be billed for actual costs</i>) | ORS 18.930(5) |

| | | |
|--|--|------------------|
| <i>and employee time.)</i> | | |
| Sheriff Incident Reports* (No charge for victim for first copy) | \$17.60 1–24 pages: \$16.84 per report \$28.46 25–49 pages: \$22.45 per report \$58.66 50+ pages: \$56.14 per report | County Ordinance |
| Videos | \$17.60 \$16.84 plus staff time* | County Ordinance |
| * Research/Staff Time – fee is based on salary and fringe benefits of the employee charged with the task (such as document research, retrieval, review or redaction), converted to an hourly rate. Time is charged in 15-minute increments with a 15-minute minimum. Call the Sheriff's Office for an estimate when research or staff time is needed. | | County Ordinance |
| BUILDING CODES DEPARTMENT | | |
| See Appendix D | | County Ordinance |

Wasco County Planning Department Fees

Effective January 1, 2024 per County Commissioner Ordinance 23-001

Consolidated Permit Process: For applications requiring more than one type of review, the full fee shall be paid for the primary/most expensive review and 50% for each additional review. Type I fees accompanying Type II-IV reviews will be waived.

| Type I – Ministerial | Fee |
|--|---|
| Address – New or Change | \$86.11 |
| Land Use Verification Letter (Not Involving Land Use Decision) | \$172.22 |
| Marijuana Production | \$1,137.96 + \$87.20/hour after 10 hrs. |
| Non-Structural Sign-Off – MNN (e.g., LUCS) | \$103.55 |
| Structural Without Land Use Application – MNS | \$355.34 |
| Property Line Adjustment – MNS | \$536.00 |
| Telecommunications Tower – Collocation | \$1,824.66 |

| Type II – Administrative | Fee |
|---|---------------------------------------|
| Non-Farm Dwelling | \$2,328.24 |
| F-F(10) Dwelling Without Farm or Forest Use | \$1,527.09 |
| Power Generating Facility (EFSC approval and required review) | \$87.20/hr |
| Power Generating Facility (Commercial) | \$5,814.60 + \$1,100/tower |
| Power Generating Facility (Non-Commercial) | \$2,114.60 + \$1,090/tower |
| Extension of Time for Land Use Approval | \$583.15 |
| Legal Parcel Determination | \$588.60 + \$87.20/hour after 5 hours |
| LUDO Interpretation or Similar Use Determination | \$87.20/hr |
| Major Modification of Approval (notice is required) | \$126.44 + \$87.20/hr |

| | |
|---|------------|
| National Scenic Area | |
| • Expedited (Use listed in Section 3.110 or Wasco County NSALUDO) | \$1,451.88 |
| • Expedited (Removal or Demolition) | \$382.59 |
| • Full Review (Fences & Accessory Structures Less than 500 SQ | \$1,183.74 |
| • Full Review | \$3,265.64 |
| Non-Conforming Use Review (verification, restoration or alteration) | \$1,183.74 |
| Partition or Replat (not involving public or private roads) | \$1,789.78 |
| Site Plan Review (parking, loading, and home occupations) | \$725.94 |

| | |
|--|--|
| Subject to Standards | |
| • Aggregate Overlay Significant Determination | \$725.94 |
| • Dwelling (Accessory, Large Tract Forest, Lot-of-Record, Primary, Relative) | \$1,527.09 |
| • OZs (Overlay Zones) | \$783.71 |
| • Guest House | \$611.49 |
| • Rural Residential [R-R(10)] Dwelling | \$783.71 |
| • Marijuana Processing and/or Wholesale | \$2,328.24 + hourly rate of \$87.20 after 20 hours |
| • Other | \$783.71 |
| • Utility Facilities Necessary for Public Service | \$2,801.30 |
| Temporary Use Permit | \$840.39 |
| Temporary Use Permit Renewal (e.g., Medical Hardship Dwelling) | \$497.04 |
| Variance (Administrative) – Less than 50% Deviation from Stated Standard | \$840.39 |

Type III Action – Planning Commission**FEE****Conditional Uses**

| | |
|--|------------|
| • Aggregate & Other Subsurface Resources | \$2,927.10 |
| • Mobile Home Park/RV Park | \$2,465.10 |
| • Farm Ranch Recreation | \$1,887.60 |
| • Other | \$1,541.10 |

| | |
|---|-------|
| Appeal to Planning Commission: ORS 215.416(11)(b) | \$250 |
|---|-------|

| | |
|--|------------|
| Other Reviews Directed to Planning Commission by Ordinance | \$1,216.44 |
|--|------------|

Partition, Property Line Adjustment, or Replat (involving public or private roads approvals)

| | |
|---------------------------------------|------------|
| • Property Line Adjustment | \$2,247.58 |
| • Single Parcel Partition or Replat | \$2,247.58 |
| • Multiple Parcel Partition or Replat | \$2,247.58 |

| | |
|--|--|
| Planned Unit Development – Preliminary/Final Plat Review | Prelim \$4,197.60 Final \$913 + \$54.50 per lot |
|--|--|

| | |
|---|---|
| Subdivision – Preliminary/Final Plat Review | Prelim \$4,576 Final \$913 + \$54.50 per lot |
|---|---|

| | |
|--|------------|
| Variance – 50% or Greater Deviation from Stated Standard | \$1,194.60 |
|--|------------|

Type IV Action – Board of County Commissioners**FEE**

| | |
|---|--|
| Appeal to Board of Commissioners | \$1,412.64 |
| Goal Exception | \$1,300.02 + hourly rate of \$88/hour after 20 hours |
| Zone Change | \$1,300.02 + hourly rate of \$88/hour after 20 hours |
| Open Space Lands Tax Assessment | \$1,003.89 |
| Road Dedication | \$1,030.05 |
| Road Naming/Re-Addressing (full fee + half fee for each address changed); not land use decision | \$228.90 |
| Subdivision Lot Line Vacation per ORS 368.326 | \$439.27 |

Miscellaneous**FEE**

| | |
|---|------------|
| Amendment to Land Use Application Request (after pre-notice; prior to approval) | \$401.12 |
| Complex Projects – As Determined by Planning Director (See Policy and Process) | \$87.20/hr |
| Continuance/Extension Request of Planning Commission or Board Hearings | \$572.25 |
| LUBA Remand & Review | \$346.50 |

Outdoor Mass Gathering

| | |
|--|------------|
| • Less than 3,000 people | \$2,861.25 |
| • 3,000 or more people, or 120 hours or more | \$5,150.25 |

| | |
|---|----------|
| <i>Pre-application Conference – 50% of the fee applies towards land use application applied for within 90 days of conference.</i> | \$572.25 |
|---|----------|

| | |
|--------------------------|------------|
| Research/Records Request | \$51.23/hr |
|--------------------------|------------|

Withdrawal of Applications – Refunds

| | |
|--|-------------------------------------|
| • Before completeness is determined | 75% of Total |
| • After Completeness is determined | 50% of Total |
| • After Pre-Notice or Notice of Decision is mailed | No Refund |
| • Withdrawal of Appeal After Received | No Refund |
| • Work Commenced Without Required Land Use Approval | Additional 100% of Total Review Fee |
| • Work Commenced in NSA Without Required Land Use Approval | Additional 100% of Total Review Fee |

| Code Compliance | FEE |
|-------------------------------------|---------------|
| Administrative Overhead hourly rate | \$87.20/hr |
| Appeal to Hearing's Officer | \$109 |
| Continued Non-Compliance | \$56.68/month |
| Recordation of Compliance Document | \$110.09 |

FEE SCHEDULE ATTACHMENT - POLICY & PROCESS

- MNN: There is no fee for LUCS issued with a building permit.
- MNS: Examples include building permits, manufacture home placement permit and agricultural exempt permit applications.
- Fee Waivers:
 - 1) **Applicability**: A Fee Waiver is applicable to Planning Department fees only. All "Other Departmental Fees" must be paid in full or documentation provided that they have been waived, at the time of application submittal.
 - 2) **Ministerial Sign off with Administrative Review**: If an applicant pays for and receives approval of Type II (Administrative/Discretionary) review, all ministerial sign offs associated with that review shall be waived. This includes Building Permit Application, Manufactured Home Placement Permit Application, Agricultural Exempt Permit Application, Land Use Compatibility Statement, Water Rights Application, and Department of State Lands Permit Application.
 - 3) **Individuals**: Any individual may request a Fee Waiver from the Planning Director of any development review or appeal fees. To be granted a waiver (or portion of a fee waiver) an individual must provide documentation of household income at or below 150% of the federal poverty level. To prove a hardship, applicants must provide federal tax returns, pay stubs or annual benefit statements. Assistance will be provided based on the availability of funding. Waivers must be approved and granted by the Planning Director prior to submittal of an application or appeal.
 - 4) **Appeal**: Any organization or individual may appeal the Planning Director's decision not to grant a Fee Waiver (or portion thereof) to the Board of County Commissioners.
- Complex Projects: Complex projects involve more resources of the planning and other county departments due to their complexity and their overall impacts on the community. As such, complex projects may even require the hiring of outside assistance. For these types of large-scale projects that require a great deal of departmental resources to review, the county will require the applicant to sign a memorandum of agreement to compensate the county for actual costs incurred to complete the review and process in a timely manner. The agreement shall include details with regards to deposit and the scheduling of payments. If an applicant refuses to enter into a memorandum of agreement or if the applicant and the county fail to reach an agreement, the application will not be processed.

FEE SCHEDULE ATTACHMENT – ADDITIONAL FEE WAIVER SPECIFICS

As part of a fee waiver request, the planning director can require documentation of income at or below 150% of the federal poverty level (FPL) to prove financial need. 150% of the federal poverty level is a measure frequently used by other agencies nationwide to prove individuals' financial need. This measure can be adjusted for household size. Those at or below 150% of the federal poverty level are in poverty. The percentage of the federal poverty level of an individual's income can be calculated using online calculators (http://www.lccaa.net/eligibility_calculator, <http://www.safetyweb.org/fpl.php>).

Appendix B

Documentation that the County can accept to serve as proof of income includes:

- Tax returns (use the adjusted gross income figure)
- Pay stubs (use two months of them)(calculators are available online)
- Annual benefit statements for social security and other benefits, or cancelled checks from the Social Security Administration.

An alternate method to prove an individual's financial need is to require institutional documentation of receipt of public assistance such as TANF (food stamps), SNAP (food stamps for families), Section 8 housing, Medicaid, etc..

The following chart outlines 150% of the federal poverty level.

| 2022 Federal Poverty Guidelines - 150% of the Federal Poverty Level (FPL) | | | | | | | | |
|---|----------|----------|----------|----------|----------|----------|----------|----------|
| Household Size | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 150% | \$20,385 | \$27,465 | \$34,545 | \$41,625 | \$48,705 | \$55,785 | \$62,865 | \$69,945 |

Proposed 2024 Planning Department Fees

| PLANNING DEPARTMENT | |
|---|------------------|
| Type of Review | Total Fee Amount |
| Ministerial | |
| Address (<i>New or Change</i>) | \$ 89.98 |
| Land Use Verification Letter (<i>Not Involving Land Use Decision</i>) | \$ 179.97 |
| Marijuana Production – Up to 10 hrs. (<i>\$91.12 per hour after</i>) | \$ 1,067.95 |
| Non-Structural Sign-Off (<i>MNN</i>) | \$ 108.21 |
| Structural without Land Use Application (<i>MNS</i>) **Includes \$105.00 Clerk's recording fee | \$ 355.11 |
| Property Line Adjustment (<i>MNS</i>) **Includes \$292.74 Assessor's mapping fee | \$ 731.64 |
| Telecommunications Tower – Collocation **Includes \$105.00 Clerk's recording fee | \$ 2,091.50 |
| Administrative | |
| FF(10) Non-Farm/Forest Dwelling | \$ 1,474.59 |
| Dwelling (<i>Accessory, Large Tract Forest, Lot of Record, Primary, Relative</i>) | \$ 1,474.59 |
| Rural Residential Dwelling | \$ 697.76 |
| Overlay Zone Review (<i>OZ</i>) | \$ 697.76 |
| Guest House | \$ 517.79 |
| Subject to Standards Review, Other | \$ 697.82 |
| Utility Facilities Necessary for Public Service (<i>STS</i>) | \$ 2,806.14 |
| Marijuana Processing and/or Wholesale – Up to 20 hrs. (<i>\$91.12 per hr. after</i>) | \$ 2,311.79 |
| Extension of Time for Land Use Approval | \$ 488.17 |
| Partition or Replat (<i>not involving public or private roads</i>) | \$ 1,115.79 |
| Site Plan Review (<i>parking, loading, and home occupation</i>) | \$ 637.39 |
| Legal Parcel Determination - Up to 5 hrs. (<i>\$91.12 per hr. after</i>) | \$ 493.87 |
| Similar Use Determination - <i>per hour @ \$91.12</i> | ----- |
| Major Modification of Approval with Notice – <i>per hour @ \$91.12</i> | ----- |
| Non-conforming Use Review (<i>verification, restoration or alteration</i>) | \$ 1,115.79 |
| Temporary Use Permit | \$ 756.99 |
| Temporary Use Renewal (<i>Medical Hardship</i>) | \$ 398.19 |
| Variance - Less Than 50% Deviation from Stated Standard (<i>Administrative</i>) | \$ 756.99 |
| Power Generating Facility (EFSC Approval and required review) <i>per hour @ \$91.12</i> | ----- |
| Power Generating Facility (<i>Commercial</i>) | \$ 5,955.04 |
| <i>Additional fee per tower @ \$1,149.50 each</i> | ----- |
| Power Generating Facility (<i>Non-Commercial</i>) | \$ 2,088.54 |
| <i>Additional fee per tower @ \$1,149.50 each</i> | ----- |
| National Scenic Area | |
| Expedited (<i>Uses listed in 3.110 of Wasco County NSALUDO</i>) | \$ 1,395.99 |
| Expedited (<i>Removal or Demolition</i>) | \$ 278.59 |
| Full Review (<i>fence and accessory structures less than 500 sq. ft.</i>) | \$ 1,174.51 |
| Full Review | \$ 3,464.60 |
| Quasi-Judicial (Planning Commission / Hearings Officer) | |
| Non-Farm Dwelling | \$ 2,433.46 |
| Aggregate and Other Subsurface Resources | \$ 3,092.21 |
| Mobile Home/RV Park | \$ 2,584.01 |

| | |
|--|------------------------|
| Farm Ranch Recreation | \$ 1,948.76 |
| Other Conditional Uses - Administrative / Hearings Officer - Up to 20 hrs. <i>(\$91.12 per hour after)</i> | \$ 1,567.61 |
| Other Reviews Directed to Planning Commission or Hearings Officer by Ordinance | \$ 1,809.01 |
| Appeal to Planning Commission <i>(ORS 215.416.(11)(b), full refund if upheld)</i> | \$ 250.00 |
| Property Line Adjustment (Non-MNS) <i>(involving public or private road approvals) **Includes Assessor's Mapping Fee of \$633.31</i> | \$ 2,311.41 |
| Single Parcel Partition or Replat <i>(involving public or private road approvals) **Includes Assessor's Mapping Fee of \$633.31</i> | \$ 2,311.41 |
| Multiple Parcel Partition or Replat <i>(involving public or private roads approvals) **Includes Assessor's Mapping Fee of \$633.31</i> | \$ 2,311.41 |
| Planned Unit Development <i>(Preliminary)</i> | \$ 4,489.76 |
| Planned Unit Development <i>(Final) **Includes Assessor's Mapping Fee of \$633.31</i> | \$ 970.97 |
| <i>*Plus Assessor's per lot fee @ \$58.09 each</i> | ----- |
| Subdivision <i>(Preliminary)</i> | \$ 4,906.00 |
| Subdivision <i>(Final) **Includes Assessor's Mapping Fee of \$633.31</i> | \$ 970.97 |
| <i>*Plus Assessor's per lot fee @ \$58.09 each</i> | ----- |
| Variance <i>(50% or Greater Deviation from Stated Standard)</i> | \$ 1,186.46 |
| Board of County Commissioners Hearings | |
| Appeal to Board of Commissioners | \$ 1,426.30 |
| Goal Exception - Up to 20 hrs. <i>(\$91.12 per hour after 20 hours)</i> | \$ 2,063.05 |
| Zone Change - Up to 20 hrs. <i>(\$91.12 per hour after 20 hours)</i> | \$ 2,063.05 |
| Open Space Lands Tax Assessment | \$ 994.32 |
| Road Renaming/Re-Addressing (not a land use decision) <i>** Re-addressing for new road name is applicant's responsibility: 100% of addressing fee for applicant and 50% addressing fee for all others affected by change</i> | ----- |
| Subdivision Lot Line Vacation <i>(per ORS 368.326)</i> | \$ 459.49 |
| Miscellaneous | |
| Amendment to Land Use Application Request <i>(after pre-notice; prior to approval)</i> | \$ 419.17 |
| Complex Projects - As Determined by the Planning Director <i>(\$91.12 per hour)</i> | ----- |
| Continuance/Extension Request of Planning Commission, Hearings Officers or Board Hearing | \$ 629.48 |
| LUBA Remand and Review <i>(\$91.12 per hour)</i> | ----- |
| Pre-application Conference <i>(Under 2 hours, no written report)</i> | Free |
| Pre-application Conference <i>(Between 2-5 hours of work, 50% of the fee applies towards a land use application if applied for within 90 days of conference)</i> | \$ 598.00 |
| Pre-application Conference <i>(5+ hours, 50% of the fee applies towards land use application if applied for within 90 days of conference) plus additional per hour @ \$91.12</i> | \$ 598.00 |
| Research/Records Request <i>(\$91.12 per hour)</i> | ----- |
| Outdoor Mass Gatherings (Not a Land Use Decision) | |
| • Less than 3,000 people | \$ 3,147.38 |
| • 3,000 or more people or 120 hours or more | \$ 5,665.25 |
| Additional Fees | |
| Work commenced in County without required land use approval | <i>Additional 100%</i> |
| Work commenced in NSA without required land use approval | <i>Additional 100%</i> |

| Refunds | |
|--|-----------|
| Before completeness is determined | 75% |
| After completeness is determined | 50% |
| After Pre-Notice or Notice of Decision is Mailed | No Refund |
| Withdrawal of Appeal after received | No Refund |
| Code Compliance | |
| Administrative overhead hourly rate @ \$91.12 per hour | ----- |
| Appeal to Hearings Officer | \$ 522.50 |

FEE SCHEDULE ATTACHMENT - POLICY & PROCESS

- MNN: There is no fee for LUCS issued with a building permit.
- MNS: Examples include building permits, manufacture home placement permit and agricultural exempt permit applications.
- Fee Waivers:
 - 1) Applicability: A Fee Waiver is applicable to Planning Department fees only. All “Other Departmental Fees” must be paid in full or documentation provided that they have been waived, at the time of application submittal.
 - 2) Ministerial Sign off with Administrative Review: If an applicant pays for and receives approval of Type II (Administrative/Discretionary) review, all ministerial sign offs associated with that review shall be waived. This includes Building Permit Application, Manufactured Home Placement Permit Application, Agricultural Exempt Permit Application, Land Use Compatibility Statement, Water Rights Application, and Department of State Lands Permit Application.
 - 3) Individuals: Any individual may request a Fee Waiver from the Planning Director of any development review or appeal fees. To be granted a waiver (or portion of a fee waiver) an individual must provide documentation of household income at or below 150% of the federal poverty level. To prove a hardship, applicants must provide federal tax returns, pay stubs or annual benefit statements. Assistance will be provided based on the availability of funding. Waivers must be approved and granted by the Planning Director prior to submittal of an application or appeal.
 - 4) Appeal: Any organization or individual may appeal the Planning Director’s decision not to grant a Fee Waiver (or portion thereof) to the Board of County Commissioners.
- Complex Projects: Complex projects involve more resources of the planning and other county departments due to their complexity and their overall impacts on the community. As such, complex projects may even require the hiring of outside assistance. For these types of large-scale projects that require a great deal of departmental resources to review, the county will require the applicant to sign a memorandum of agreement to compensate the county for actual costs incurred to complete the review and process in a timely manner. The agreement shall include details with regards to deposit and the scheduling of payments. If an applicant refuses to enter into a memorandum of agreement or if the applicant and the county fail to reach an agreement, the application will not be processed.

FEE SCHEDULE ATTACHMENT – ADDITIONAL FEE WAIVER SPECIFICS

As part of a fee waiver request, the planning director can require documentation of income at or below 150% of the federal poverty level (FPL) to prove financial need. 150% of the federal poverty level is a measure frequently used by other agencies nationwide to prove individuals' financial need. This measure can be adjusted for household size. Those at or below 150% of the federal poverty level are in poverty. The percentage of the federal poverty level of an individual's income can be calculated using online calculators (http://www.lccaa.net/eligibility_calculator, <http://www.safetyweb.org/fpl.php>).

Documentation that the County can accept to serve as proof of income includes:

- Tax returns (use the adjusted gross income figure)
- Pay stubs (use two months of them)(calculators are available online)
- Annual benefit statements for social security and other benefits, or cancelled checks from the Social Security Administration.

An alternate method to prove an individual's financial need is to require institutional documentation of receipt of public assistance such as TANF (food stamps), SNAP (food stamps for families), Section 8 housing, Medicaid, etc..

The following chart outlines 150% of the federal poverty level.

| 2023 Federal Poverty Guidelines – 150% of the Federal Poverty Level (FPL) | | | | | | | | |
|---|----------|----------|----------|----------|----------|----------|----------|----------|
| Household Size | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 150% | \$21,870 | \$29,680 | \$37,290 | \$45,000 | \$52,710 | \$60,420 | \$68,130 | \$75,840 |

Appendix C: GIS Services

| | | |
|---|---|---|
| GIS Services – Standard Labor Rate \$93.74/Hour \$97.96 | | |
| Map Prices – Custom Maps | | |
| Size | Price | Additional Copies (each) |
| 8.5x11" | \$9.11 \$8.72 | \$1.70 \$1.63 |
| 11x17" | \$10.25 \$9.81 | \$2.28 \$2.18 |
| 18x24" | \$14.81 \$14.17 | \$14.81 \$14.17 |
| 24x36" | \$18.22 \$17.44 | \$18.22 \$17.44 |
| 24x40" | \$29.62 \$28.34 | \$29.62 \$28.34 |
| 36x48" | \$41.40 \$39.24 | \$41.40 \$39.24 |
| Maps that take longer than 15 minutes to make (excluding printing time) are charged at our labor rate | | |
| Available Data Layers | | Fees allowed per ORS 190.050 |
| Layer | Price | Notes |
| Addresses | \$54.34 \$52.00 each | |
| Extract of Assessor's Database | \$321.86 \$308.00 | Table Schema See Assessor's page for more info |
| Roads | \$54.34 \$52.00 each | |
| Tax Code Areas | \$49.12 \$47.00 | |
| Tax Lot Maps | N/A | See also the Oregon Map |
| Taxlots | \$1/parcel or \$1,508 for entire \$1.05/parcel or \$1,575.86 County | See also our online maps |
| Other Groups/Layers \$48 each \$50.16 | | |
| | Contains | Notes |
| Labor Rate | \$97.96 \$93.74 per hour | |
| Administrative Boundaries | Columbia Gorge Urban Renewal District, City of the Dalles Watershed, School Districts, NWCPUD, Subdivisions, Transition Lands Study Area, Wasco County Boundary | |
| Populated Places | City Limits, Urban Growth Boundaries, Rural Service Centers | See also State Data |
| Tax Codes | Tax Codes | |
| Zoning – Cities | Zoning – Cities | |
| Zoning – Environmental Protection Districts | Zoning – Environmental Protection Districts | |
| Zoning – Wasco County | Zoning – Wasco County | |
| We require payment in advance from companies we have not done business with in the past. Credit card payments get charged an addition amount (depending on how much the base purchase is) to match what the companies charge the County. Checks should be made out to Wasco County GIS and sent with a note stating which layers are being requested. Send to: Wasco County IS Department ATTN: GIS 2705 E. 2 nd Street The Dalles, OR 97058 | | |



Wasco County Building Codes Services Fee Schedule

Appendix D

No Increases Requested

| STRUCTURAL PERMIT FEES | |
|--|---|
| In accordance with OAR 918-050-0100(1)(c) and (2)(c)(A), Building Valuation is determined per the ICC Building Valuation Data Table current as of April 1 of each year. | |
| Valuation: | |
| \$1-\$2,000.00 | \$75.21 |
| \$2,001.00-\$25,000.00 | \$75.21 for the \$2,000.00 plus \$11.78 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00 |
| \$25,001.00-\$50,000.00 | \$346.15 for the \$25,000.00 plus \$8.77 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00 |
| \$50,001.00-\$100,000.00 | \$565.40 for the first \$50,000.00 plus \$5.90 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00 |
| \$100,001.00 and up | \$860.40 for the first \$100,000.00 plus \$4.89 for each additional \$1,000.00 or fraction thereof. |
| OTHER INSPECTIONS AND FEES | |
| Residential Fire Sprinkler (standalone/closed system) fee includes plan review (multipurpose/continuous loop requires Plumbing) | |
| Commercial Fire Systems – Sprinklers/Alarms, by valuation | See Structural Permit Fee Table Above |
| 0 to 2000 sq. ft. area covered | \$122.84 |
| 2001 to 3600 sq. ft. area covered | \$129.74 |
| 3601 to 7200 sq. ft. area covered | \$175.17 |
| 7201 sq. ft. and greater | \$233.47 |
| Prescriptive solar photovoltaic system-fee includes plan review | \$200.56 |
| Non-Prescriptive solar photovoltaic system-requires plan review | Use structural Permit Fee table above |
| Phased plan review - \$75.21 application fee plus 10% of the total project building permit fee not exceed \$1500.00 for each phase (in addition to standard structural plan review) | |
| Deferred plan review – 65% of the building permit fee calculated using the deferred portion valuation with a \$195.55 minimum (in addition to standard structural plan review) | |
| Investigative Fee – <i>actual cost may include supervision, overhead, equipment, and/or rate/wage of the employee(s) involved</i> | Actual Cost |
| After hours inspections outside of normal business hours (IF available - minimum charge 2 hours) | \$97.77 per hour during work week. Double time rate with 4 hour minimum on weekends and holidays |
| Re-Inspection fee | \$97.77 per each |
| Inspections for which no fee is specifically indicated (as required) | \$97.77 per hour |
| Each additional inspection, above allowable – per each | \$97.77 per hour |
| Temporary Certificate of Occupancy Renewal Fee | \$100 per renewal |
| Ag Exempt Request Fee | \$54.50 |
| Plan Review Fees | 65% of structural permit fee |



Wasco County Building Codes Services Fee Schedule

| | |
|---|---|
| Fire and Life Safety Plan Review Fees | 40% of structural permit fee |
| Additional plan review required by changes, additions, or revisions to approved plans | \$97.77 per hour |
| MECHANICAL PERMIT FEES | |
| RESIDENTIAL: | |
| Minimum permit fee | \$75.21 |
| Furnace/Burner including ducts and vents | |
| Up to 100K BTU/hr. | \$15.04 |
| Greater than 100K BTU/hr. | \$15.04 |
| Heating/Cooling/Stove/Vents | |
| Ductwork only | \$15.04 |
| Unit Heater (suspended, wall, and floor) | \$15.04 |
| Wood/Gas/Pellet fireplace insert or free standing stoves | \$15.04 |
| Repair/alter/add to mechanical appliance | \$15.04 |
| Evaporative cooler (permanent) | \$15.04 |
| Air Conditioner | \$15.04 |
| Ventilation system, not a portion of HVAC system | \$15.04 |
| Ventilation fan connected to a single duct | \$11.28 |
| Attic/Crawl space fans | \$11.28 |
| Radon mitigation | \$11.28 |
| Range hood/other kitchen equipment | \$11.28 |
| Clothes dryer exhaust | \$11.28 |
| Floor furnace including vent | \$15.04 |
| Hydronic hot water system | \$30.08 |
| Gas Piping Outlets | |
| 1-4 outlets | \$30.08 |
| Additional outlets | \$3.76 |
| Air-handling units including ducts/Heat pumps/Mini split system | |
| Any size | \$15.04 |
| Incinerators | |
| Domestic – installation or relocation | \$15.04 |
| Miscellaneous Fees | |
| Other heat/cool/vent/appliance (not indicated) | \$15.04 |
| COMMERCIAL (uses Structural Fee Schedule per OAR 918-050-0100): | |
| Minimum permit fee | \$75.21 |
| Valuation: | |
| \$1-\$2,000.00 | \$75.21 |
| \$2,001.00-\$25,000.00 | \$75.21 for the \$2,000.00 plus \$11.78 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00 |
| \$25,001.00-\$50,000.00 | \$346.15 for the \$25,000.00 plus \$8.77 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00 |
| \$50,001.00-\$100,000.00 | \$565.40 for the first \$50,000.00 plus \$5.90 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00 |
| \$101.00 and up | \$860.40 for the first \$100,000.00 plus \$4.89 for each |



Wasco County Building Codes Services Fee Schedule

| | |
|--|---|
| | additional \$1,000.00 or fraction thereof. |
| Investigative Fee – <i>actual cost may include supervision, overhead, equipment, and/or rate/wage of the employee(s) involved</i> | Actual Cost |
| Re-inspection fee | \$97.77 per each |
| Each additional inspection, above allowable – per each | \$97.77 per each |
| Inspections for which no fee is specifically indicated (as required) | \$97.77 per hour |
| After hours inspections outside of normal business hours (IF available - minimum charge 2 hours) | \$97.77 per hour during work week. Double time rate with 4 hour minimum on weekends and holidays |
| Plan Review Fee, if required | 50% of subtotal |
| Additional plan review required by changes, additions, or revisions to approved plans | \$98.00 per hour |
| Request by government agency under ORS 190 | Cost of Inspector plus, travel & mileage to and from areas requested for inspections |
| PLUMBING PERMIT FEES | |
| NEW 1 & 2 FAMILY DWELLINGS – includes the 1 st 100' of each site utility, hose bibs, icemakers, underfloor low-point drains, and rain drain packages | |
| Minimum Permit Fee - Residential | \$75.21 |
| New 1 & 2 family dwelling - 1 bath / 1 kitchen | \$315.88 |
| New 1 & 2 family dwelling – 2 bath / 1 kitchen | \$428.70 |
| New 1 & 2 family dwelling – 3 bath / 1 kitchen | \$541.52 |
| Each add'l bath beyond 3 (1/2 bath counts as whole) | \$112.82 |
| Each add'l kitchen | \$75.21 |
| Each add'l 100' of site utilities or fraction thereof; storm, water, and sanitary sewer | \$45.13 |
| RESIDENTIAL | |
| Each fixture (for additions and alterations) | \$30.08 |
| Re-pipe water supply | \$109.00 |
| Each 100' of site utilities or fraction thereof; storm, water & sanitary sewer | \$45.13 |
| Manufactured Dwellings | |
| Site utilities - first 30 lineal feet are included with the Manufactured Dwelling Placement Permit | |
| Each additional 100' of site utilities or fraction thereof | \$45.13 |
| RV and Manufactured Dwelling Parks | |
| Base Fee (include the first 10 or fewer spaces) | \$481.34 |
| Each additional space | \$41.37 |
| COMMERCIAL | |
| Minimum Permit Fee – Commercial | \$75.21 |
| Each fixture (for new, additions, and alterations) | \$30.08 |
| Each 100' of site utilities or fraction thereof; storm, water, and sanitary sewer | \$45.13 |
| Commercial Plumbing - Medical Gas Piping | |
| \$1 to \$10,000 valuation | \$338.45 |
| \$10,000.00 and greater Valuation | \$338.45 for the 1st \$10,000.00 plus \$2.26 for each add'l \$100.00 or fraction thereof |



Wasco County Building Codes Services Fee Schedule

| | |
|--|---|
| Residential Fire Sprinkler (continuous loop/multipurpose) – fee includes plan review | |
| 0 to 2000 sq. ft., area covered | \$122.84 |
| 2001 to 3600 sq. ft., area covered | \$139.74 |
| 3601 to 7200 sq. ft., area covered | \$175.17 |
| 7201 sq. ft. and greater | \$233.47 |
| Miscellaneous Fees | |
| Re-Inspection fee | \$97.77 per each |
| Each additional inspection, above allowable – per each | \$97.77 per each |
| Inspections for which no fee is specifically indicated (as required) | \$97.77 per hour |
| Request by government agency under ORS 190 | Cost of Inspector plus, travel & mileage to and from areas requested for inspections |
| Investigative Fee – <i>actual cost may include supervision, overhead, equipment, and/or rate/wage of the employee(s) involved</i> | Actual Cost |
| After hours inspections outside of normal business hours (IF available - minimum charge 2 hours) | \$97.77 per hour during work week. Double time rate with 4 hour minimum on weekends and holidays |
| Plan Review fee, if required | 50% of subtotal |
| Additional plan review required by changes, additions, or revisions to approved plans | \$97.77 per hour |
| ELECTRICAL PERMIT FEES | |
| NEW 1 & 2 FAMILY DWELLINGS - SERVICE AND ATTACHED GARAGE INCLUDED | |
| Minimum Permit Fee - Residential | \$97.77 |
| First 1,000 sq. ft. or less | \$159.19 |
| Each additional 500 sq. ft. or portion thereof | \$28.83 |
| Limited Energy – new construction (per floor) | \$37.61 |
| Each manufactured home or modular dwelling service or feeder | \$97.77 |
| New Multifamily – total # of units | |
| Use 1 and 2 Family rates above for largest sq. ft. unit – PLUS the cost of largest unit ____/2 x number of remaining number | |
| New Multifamily limited energy (by floor) | \$67.69 |
| New Multifamily protective signaling (by floor) | \$67.69 |
| Services or Feeders (installation, alteration, relocation) | |
| 200 amps or less | \$119.08 |
| 201 to 400 amps | \$141.65 |
| 401 to 600 amps | \$234.40 |
| 601 to 1,000 amps | \$307.11 |
| Over 1,000 amps or volts | \$705.72 |
| Reconnect Only | \$78.97 |
| Temp. Services or Feeders (installation, alteration, relocation) | |
| 200 amps or less | \$78.97 |
| 201 to 400 amps | \$97.77 |
| 401 to 600 amps | \$156.69 |
| 1,000 amps | \$255.71 |



Wasco County Building Codes Services Fee Schedule

| | |
|---|---|
| Over 1,000 amps or volts | \$587.89 |
| Branch Circuits (new, alteration, extension per panel) | |
| Fee for branch circuits with purchase of a service or feeder fee: | |
| Each branch circuit | \$6.02 |
| Fee for branch circuits without purchase of a service or feeder fee: | |
| First branch circuit | \$81.48 |
| Additional branch circuits | \$6.02 |
| Miscellaneous (service or feeder not included) | |
| Each pump or irrigation circle | \$97.77 |
| Each sign or outline lighting | \$97.77 |
| Signal, circuit or a limited-energy panel - alteration or extension | \$78.97 Commercial \$97.77 Residential |
| Request by government agency under ORS 190 | Cost of Inspector plus, travel & mileage to and from areas requested for inspections |
| Investigative fee – <i>actual cost may include supervision, overhead, equipment, and/or rate/wage of the employee(s) involved</i> | Actual Cost |
| Re-inspection fee | \$97.77 per each |
| Each additional inspection, above allowable – per each | \$97.77 per each |
| After hours inspections outside of normal business hours (IF available - minimum charge 2 hours) | \$97.77 per hour during work week. Double time rate with 4 hour minimum on weekends and holidays |
| Inspections for which no fee is specifically indicated (as required) | \$97.77 per hour |
| Master Individual Inspection Permit – <i>fee includes travel time, inspection, and report writing (minimum 2 hours)</i> | \$97.77 per hour |
| Plan Review fee, if required | 50% of subtotal |
| Additional plan review required by changes, additions, or revisions to approved plans | \$97.77 per hour |
| Minimum Permit Fee – Commercial | \$97.77 |
| RENEWABLE ENERGY SYSTEMS PERMIT FEES | |
| 5kva or less | \$119.08 |
| 5.01 to 15kva | \$141.65 |
| 15.01 to 25kva | \$234.40 |
| Solar ea. Add'l kva 25.01 to 100 max | \$9.47 |
| Wind 25.01 to 50kva | \$307.11 |
| Wind 50.01 to 100 kva | \$872.00 |
| Wind 100.01 or greater: | |
| Service or feeders of 601 to 1,000 amps | \$307.11 |
| Service or feeders over 1,000 amps or volts | \$705.72 |
| Re-inspection fee | See Electrical Fee Schedule above |
| Each additional inspection, above allowable – per each | See Electrical Fee Schedule above |
| After hours inspections outside of normal business hours (IF available - minimum charge 2 hours) | See Electrical Fee Schedule above |
| Inspections for which no fee is specifically indicated (as required) | See Electrical Fee Schedule above |
| Investigative fee – <i>actual cost may include supervision,</i> | See Electrical Fee Schedule above |



Wasco County Building Codes Services Fee Schedule

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|---|---|
| <i>overhead, equipment, and/or rate/wage of the employee(s) involved</i> | |
| Plan Review fee, if required | See Electrical Fee Schedule above |
| Additional plan review required by changes, additions, or revisions to approved plans | See Electrical Fee Schedule above |
| MANUFACTURED DWELLING PERMIT FEES | |
| Installation fee (includes placement, concrete slabs/runners/foundations when prescriptive, electrical feeder, and plumbing/cross-over connections up to 30 lineal feet) | \$240.67 |
| Re-inspection fee | \$97.77 per each |
| Each additional inspection, above allowable – per each | \$97.77 per each |
| Inspections for which no fee is specifically indicated (as required) | \$97.77 per each |
| After hours inspections outside of normal business hours (IF available - minimum charge 2 hours) | \$97.77 per each |
| State fee | \$30.00 |
| Investigative fee – <i>actual cost may include supervision, overhead, equipment, and/or rate/wage of the employee(s) involved</i> | Actual Cost |
| MANUFACTURED DWELLING, RV PARK, AND ORGANIZATIONAL CAMP CONSTRUCTION PERMIT FEES | |
| AREA DEVELOPMENT PERMIT FEES - Please reference Table 2-MD (OAR 918-600-0030) and Table 2-RV (OAR 918-650-0030) to determine valuation, then apply to the Area Development Permit fee table below: | |
| \$1.00 to \$500.00 | \$18.80 |
| \$501.00 to \$2,000.00 | \$18.80 for the first \$500.00, plus \$2.51 for each additional \$100.00 or fraction thereof, to and including \$2,000.00 |
| \$2,001.00 to \$25,000.00 | \$56.45 for the first \$2,000.00, plus \$11.29 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00 |
| \$25,001.00 to \$50,000.00 | \$315.12 for the first \$25,000.00, plus \$8.15 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00 |
| \$50,001.00 to \$100,000.00 | \$519.87 for the first \$50,000.00, plus \$5.65 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00 |
| \$100,001.00 to \$500,000.00 | \$802.37 for the first \$100,000.00, plus \$4.39 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00 |
| \$500,001.00 to \$1,000,000.00 | \$2,558.37 for the first \$500,000.00, plus \$2.51 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00 |



Wasco County Building Codes Services Fee Schedule

| | |
|--|--|
| Over \$1,000,001.00 | \$3,813.37 for the first \$1,000,000.00, plus \$2.51 for each additional \$1,000.00 or fraction thereof |
| Investigative fee – <i>actual cost may include supervision, overhead, equipment, and/or rate/wage of the employee(s) involved</i> | Actual Cost |
| Re-inspection fee | \$97.77 per each |
| Each additional inspection, above allowable – per each | \$97.77 per each |
| Inspections for which no fee is specifically indicated (as required) | \$97.77 per each |
| After hours inspections outside of normal business hours (IF available - minimum charge 2 hours) | \$97.77 per each |
| Plan Review Fees | 65% of park permit fee |
| Additional plan review required by changes, additions, or revisions to approved plans | \$97.77 per hour |
| MISCELLANEOUS BUILDING FEES | |
| Permit Reinstatement Fee – to renew already expired permit, as eligible; subject to State Surcharge (<u>per Building Official approval</u>) | \$43.88 per hour Admin Time \$97.77 per hour Inspection Time |
| Refund Processing Fee - for repayment of costs of administration (per Building Official Approval) | \$25.00 per each |
| Copy fees | \$1.09 for each |



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF AMENDING WASCO COUNTY'S UNIFORM FEE SCHEDULE FOR VARIOUS COUNTY DEPARTMENTS

ORDINANCE 23-001

THE BOARD OF COMMISSIONERS OF WASCO COUNTY OREGON DOES ORDAIN AS FOLLOWS:

Section 1. PURPOSE

Wasco County provides core services to all citizens which are paid for through the annual tax base. On the whole, the County endeavors to proactively provide access to services in alignment with our Vision and Mission statements.

In some instances, special services are required or necessitated by various state statutes, or to meet the needs of citizens who have requests outside of core services. The purpose of this Ordinance is to outline the fees to be collected by Wasco County Departments for performing services, and to establish a uniform fee schedule.

Section 2. AUTHORITY

The Ordinance is enacted pursuant to the authority granted to general law Counties by [ORS 203.035-ORS 203.065](#) and by [ORS 192.440](#).

Section 3. FEE SCHEDULE

Fees shall be charged and collected by the indicated Department before the filing, recording or copying of subject documents shall be completed. A table of all County fees can be found in Appendix A, B and C. Other fees may apply as assessed under Oregon Revised Statutes.

Section 4. ENACTMENT PROVISIONS (1)

(1) CONFORMANCE WITH LAW

Except as expressly provided herein, this Ordinance shall in no way be a substitute for or eliminate the necessity of conforming with any and all State and Federal laws, rules and regulations including but not limited to the payment of all other fees required by law and other Ordinances which are now or may be in the future in effect which relate to the requirements provided in the Ordinance.

(2) SEPARABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portion of this Ordinance.

(3) EFFECTIVE DATE

This Ordinance shall take effect on January 1, 2024 upon its adoption, and all previous orders, resolutions or ordinances setting fees conflicting with the provisions of this Ordinance are hereby repealed and will be of no further force and effect.

Regularly passed and adopted by the Board of Commissioners of the County of Wasco, State of Oregon, by a __ to __ vote on this 20th day of September, 2023.

ATTEST:

Kathy Clark
Executive Assistant

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

WASCO COUNTY BOARD
OF COMMISSIONERS

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner

APPENDIX A: County Fee Schedule

| Fees Across All County Departments | | |
|--|--|------------------------------------|
| Service Description | Fee Amount | Applicable Statute |
| Miscellaneous Copies/Printing/Transmission | | |
| Black and white copies <i>8.5" x 11" or 8.5" x 14"</i> | \$0.25 per page | County Ordinance |
| Black and white copies <i>11" x 17"</i> | \$1.17 per page | County Ordinance |
| Color copies <i>(any size listed above)</i> | \$1.17 per page | County Ordinance |
| Providing content on media <i>(zip disk, jump drive, CD, etc.)</i> | \$17.60 per media plus actual costs of services | County Ordinance |
| Printing computer labels | \$46.92 plus actual printing and label cost | County Ordinance |
| Electronic transmission of documents <i>(Fax, email, FTP, or similar transmission. If printing of copies is required to redact information or to get records into the appropriate form, subset, etc., copy fees and research time will also apply.)</i> | \$5.86 per transmission plus actual costs of services | County Ordinance |
| Research and Professional Services Fees | | |
| Basic Research Fee <i>(Only upon availability of staff)</i> | \$46.92 per hour, one hour minimum, <i>unless specified by Department fee schedule</i> | County Ordinance |
| Professional Services / Complex Analysis | See specific Department fee schedule | County Ordinance |
| Public Record Request Fees | | |
| Certification of a Public Record <i>(Birth certificates, licenses, etc.)</i> | \$3.75 per record | <u>ORS 205.320</u> |
| Public records request, general <i>(Cost is request-dependent and is sum of research, copies, transmission, etc.)</i> | | |
| Administrative Services | | |
| Service Description | Fee Amount | Applicable Statute |
| FINANCE DEPARTMENT | | |
| Placing a stop payment on a Wasco County issued check | \$38.73 per check | County Ordinance |
| Returned item (non-sufficient funds, closed account, etc.) deposited to Wasco County bank account | \$29.62 per check | County Ordinance |
| INFORMATION SERVICES DEPARTMENT | | |
| Professional Services | \$141.24 per hour | County Ordinance |

GIS Mapping : *See Appendix C*

LEGAL SERVICES

| | | |
|--|------------------------|------------------|
| County Counsel Fees. <i>Please contact Administrative Services for estimate.</i> | At current hourly rate | County Ordinance |
|--|------------------------|------------------|

Land-based and Civil Services

| Service Description | Fee Amount | Applicable Statute |
|---------------------|------------|--------------------|
|---------------------|------------|--------------------|

ASSESSMENT AND TAXATION DEPARTMENT

| | | |
|--|------------------------------------|------------------|
| Assessment mapping changes and new plat | \$633.31 base fee | County Ordinance |
| Additional lot created | \$58.09 each | County Ordinance |
| Additional map affected | \$58.09 each | County Ordinance |
| Lot line adjustment | \$292.74 each | County Ordinance |
| Calculation of farm/forest disqualifications (<i>To be applied against penalty if the account is disqualified within 90 days</i>) | \$46.70 per hour, one hour minimum | County Ordinance |

CLERK'S OFFICE

Land-based Recording Fees *All documents presented for recording must be "required or permitted by law to be recorded"*

| | | |
|--|-----------------------------------|-----------------------------|
| Deed and Mortgage Records | \$105.00 for the 1st page, | ORS 205.320 |
| <u>Breakdown of fees:</u> | <u>\$5.00 for each page after</u> | and County Ordinance |
| Clerk Recording Fee | \$5.00 per page | |
| Public Land Corner Preservation Fund | \$10.00 per document | |
| Geographic Information Systems (GIS) Fund | \$19.00 per document | |
| Assessment & Taxation Fund | \$10.00 per document | |
| Oregon Land Information System (OLIS) Fund | \$1.00 per document | |
| Affordable Housing Alliance Fund | \$60.00 per document | |

| | | |
|--|-----------------------------------|-----------------------------|
| Lien Records | \$76.00 for the 1st page, | ORS 205.320 |
| <u>Breakdown of fees:</u> | <u>\$5.00 for each page after</u> | and County Ordinance |
| Clerk Recording Fee | \$5.00 per page | |
| Assessment & Taxation Fund | \$10.00 per document | |
| Oregon Land Information System (OLIS) Fund | \$1.00 per document | |
| Affordable Housing Alliance Tax | \$60.00 per document | |

| | | |
|---|-----------------------------------|-----------------------------|
| Partition Plat, Replat, and Property Line Adjustment Plat | | ORS 205.320 |
| Surveyor Fee, Property Line Adjustment Plat, Single-Parcel Partition Plat or Replat | <i>See Surveyor's Office fees</i> | and County Ordinance |

| | | |
|---|------------------------------------|--|
| Assessor and Tax Collector Fees | <i>See Assessment and Taxation</i> | |
| Recording Base Fee (<i>includes A&T Fund, OLIS Fund, GIS Fund, Public Land Corner Preservation Fund, General Clerk Fee</i>) | \$90.00 per document | |
| Affordable Housing Alliance Fund | \$60 per document | |
| Clerk Recording Fee | \$5.00 per page | |

| | | |
|---|--|---|
| County Court Approval (if required) | \$10.00 | |
| Copy Fees | \$3.00 per page | |
| Subdivision and Subdivision Replat; | | ORS 205.320 |
| Surveyor Fee, Subdivision and Subdivision Replat, Condominium | <i>See Surveyor's Office fees</i> | and County Ordinance |
| Assessor and Tax Collector Fees | <i>See Assessment and Taxation</i> | |
| Recording Base Fee, 20 lots or less | \$90.00 per document | |
| Recording Base Fee, 21 lots or more | \$110.00 per document | |
| <i>(includes A&T Fund, OLIS Fund, GIS Fund, Public Land Corner Preservation Fund, General Clerk Fee)</i> | | |
| Affordable Housing Alliance Fund | \$60.00 per document | |
| Clerk Recording Fee | \$5.00 per page | |
| County Court Approval (if required) | \$10.00 | |
| Copy Fees | \$3.00 per page | |
| Non Standard Documents | \$20.00 per document | ORS 205.327 |
| Documents Describing More Than One Transaction | \$5 per additional transaction or title | ORS 205.236(4) |
| Location of Record <i>(land records are available online free of charge. See the Digital Research Room on the Wasco County website)</i> | \$3.75 location fee plus \$0.25 per page | ORS 205.320 |
| Recording Image Subscription <i>(download of images recorded in the Clerk's office and provided on media)</i> | \$0.25 per page/image plus cost of media if applicable | County Ordinance |
| Marriage Fees | | |
| Marriage License | \$50.00 | ORS 205.320 and ORS 106.045 |
| Civil Marriage Ceremony <i>(in office, by appointment only)</i> | \$117.00 | Senate Bill 27 |
| Staff Witness for Ceremony | \$17.44 per staff member | County Ordinance |
| Certified Copy of Marriage License | \$7.75 | ORS 205.320 |
| Time Waiver of 3-day Waiting Period | \$18.22 | County Ordinance |
| Certificate of Parental Consent for Marriage of a Minor | \$18.22 per minor | County Ordinance |
| Amending a Filed Marriage Record | \$25.00 | |
| Domestic Partnership Declaration | | |
| Registration | \$50.00 | ORS 205.320 |
| Certified Copy of a Domestic Partnership Declaration | \$7.75 | ORS 205.320 |
| Elections Reports | | |
| Request for List of Electors | \$25.00 plus 2.5¢ per 100 names | OAR 165-002-0020 Section 1 |

PLANNING DEPARTMENT*See Appendix B*

County and ORS

PUBLIC WORKS DEPARTMENT

| | | |
|-------------------------------------|------------|------------------|
| Petition for Road Vacation | \$586.61 | County Ordinance |
| Permit for Mass Gathering | \$586.61 | County Ordinance |
| Permit for Motor Vehicle Road Rally | \$1,173.22 | County Ordinance |

SURVEYOR'S OFFICE

| | | |
|--|---|--|
| Survey Filing (Reviewed, filed and indexed) | \$222.11 plus \$56.95 per page over 2 pages | ORS 209.260 |
| Property Line Adjustment Survey Filing (Reviewed, filed and indexed) | \$301.85 plus \$56.95 per page over 2 pages | ORS 209.260 |
| Single-Parcel Partition Plat, or Single Parcel Replat Review (Reviewed, filed and indexed) | \$569.53 per plat | ORS 92.100 and County Ordinance |
| Multiple-Parcel Partition Plat or Replat Review (Reviewed, filed and indexed) | \$746.08 per plat | ORS 92.100 and County Ordinance |
| Subdivision or Subdivision Replat Review (Reviewed, field-checked, filed and indexed) | \$837,20 subdivision plus \$79.45 per lot | ORS 205.350 and County Ordinance |
| Condominium Plat Review (Reviewed, field-checked, filed and indexed) | \$899.76 per condominium, plus \$79.45 per unit | ORS 205.350 and County Ordinance |
| Re-check or Re-design Review | 50% of the original review fee | County Ordinance |
| Affidavit of Correction, Consent, Post-Monumentation, etc. | \$62.65 per affidavit recorded | ORS 92.170 and County Ordinance |
| Marking the Record Upon the Surveyor's Copy of an Original Plat | \$62.65 per recorded document | ORS 271.230 (2) and County Ordinance |
| Research | \$90.94 per hour after the first hour | County Ordinance |
| Large Format Printing or Copying | \$1.16 per square foot, \$2.00 minimum | County Ordinance |

| Public Safety Services | | |
|--|--|-----------------------------------|
| Service Description | Fee Amount | Applicable Statute |
| COMMUNITY CORRECTIONS DEPARTMENT | | |
| Community Service Work Program | \$45.56 | County Ordinance |
| Placement | | |
| DNA Sample Draw | \$28.48 | County Ordinance |
| Drug Testing | \$22.78 per sample for in-lab tests \$11.39 for instant tests | County Ordinance |
| Inter-County Transfer Request | \$56.95 | County Ordinance |
| Interstate Compact | \$113.91 | County Ordinance |
| Probation/Post Prison/Parole Supervision | \$45.56 per month | County Ordinance |
| Travel Permit | \$5.70 each permit | County Ordinance |
| Treatment Program Intake | \$176.55 | County Ordinance |
| Treatment Assessment | \$176.55 | County Ordinance |
| Treatment Assessment Update | \$96.82 | County Ordinance |
| Unexcused Assessment No-Show Fee | \$62.65 | County Ordinance |
| Treatment: Individual Counseling Session | \$148.08 | County Ordinance |
| Treatment: Group Session | \$56.95 | County Ordinance |
| Program Curriculum Book | \$34.17 | County Ordinance |
| Electronic Monitoring Set Up | \$28.48 | County Ordinance |
| Electronic Monitoring Daily Fee | \$5.70 | County Ordinance |
| SHERIFF'S OFFICE | | |
| Civil Fees | Per Statute | ORS 21.300 |
| Concealed Handgun License | Per Statute | ORS 166.291(5)(a) |
| Fingerprinting | \$22.78 per card or \$20.90 for electronic submission | County Ordinance |
| OLCC Liquor License (<i>regular and special event</i>) | \$25.00 per permit | ORS 471.166 (7) |

| | | |
|--|--|-------------------------------|
| Real Property Foreclosure Sheriff Sale | \$800.00 deposit <i>(Applicants will be billed for actual costs and employee time.)</i> | ORS 18.930(5) |
| Sheriff Incident Reports* <i>(No charge for victim for first copy)</i> | 1–24 pages: \$17.60 per report 25–49 pages: \$28.46 per report 50+ pages: \$58.66 per report | County Ordinance |
| Videos | \$17.60 plus staff time* | County Ordinance |
| * Research/Staff Time – fee is based on salary and fringe benefits of the employee charged with the task (such as document research, retrieval, review or redaction), converted to an hourly rate. Time is charged in 15-minute increments with a 15-minute minimum. Call the Sheriff's Office for an estimate when research or staff time is needed. | | County Ordinance |
| BUILDING CODES DEPARTMENT | | |
| See Appendix D | | County Ordinance |

Appendix C: GIS Services

| GIS Services – Standard Labor Rate \$97.96/Hour | | |
|---|---|---|
| Map Prices – Custom Maps | | |
| Size | Price | Additional Copies (each) |
| 8.5x11" | \$9.11 | \$1.70 |
| 11x17" | \$10.25 | \$2.28 |
| 18x24" | \$14.81 | \$14.81 |
| 24x36" | \$18.22 | \$18.22 |
| 24x40" | \$29.62 | \$29.62 |
| 36x48" | \$41.40 | \$41.40 |
| Maps that take longer than 15 minutes to make (excluding printing time) are charged at our labor rate | | |
| Available Data Layers | | Fees allowed per ORS 190.050 |
| Layer | Price | Notes |
| Addresses | \$54.34 each | |
| Extract of Assessor's Database | \$321.86 | Table Schema See Assessor's page for more info |
| Roads | \$54.34 each | |
| Tax Code Areas | \$49.12 | |
| Tax Lot Maps | N/A | See also the Oregon Map |
| Taxlots | \$1.05/parcel or \$1,575.86 for entire County | See also our online maps |
| Other Groups/Layers \$48 each | | |
| | Contains | Notes |
| Labor Rate | \$97.96 per hour | |
| Administrative Boundaries | Columbia Gorge Urban Renewal District, City of the Dalles Watershed, School Districts, NWCPUD, Subdivisions, Transition Lands Study Area, Wasco County Boundary | |
| Populated Places | City Limits, Urban Growth Boundaries, Rural Service Centers | See also State Data |
| Tax Codes | Tax Codes | |
| Zoning – Cities | Zoning – Cities | |
| Zoning – Environmental Protection Districts | Zoning – Environmental Protection Districts | |
| Zoning – Wasco County | Zoning – Wasco County | |
| <p>We require payment in advance from companies we have not done business with in the past. Credit card payments get charged an addition amount (depending on how much the base purchase is) to match what the companies charge the County. Checks should be made out to Wasco County GIS and sent with a note stating which layers are being requested. Send to:</p> <p>Wasco County IS Department ATTN: GIS 2705 E. 2nd Street The Dalles, OR 97058</p> | | |



Wasco County Building Codes Services Fee Schedule

Appendix D

| STRUCTURAL PERMIT FEES | |
|--|---|
| In accordance with OAR 918-050-0100(1)(c) and (2)(c)(A), Building Valuation is determined per the ICC Building Valuation Data Table current as of April 1 of each year. | |
| Valuation: | |
| \$1-\$2,000.00 | \$75.21 |
| \$2,001.00-\$25,000.00 | \$75.21 for the \$2,000.00 plus \$11.78 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00 |
| \$25,001.00-\$50,000.00 | \$346.15 for the \$25,000.00 plus \$8.77 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00 |
| \$50,001.00-\$100,000.00 | \$565.40 for the first \$50,000.00 plus \$5.90 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00 |
| \$100,001.00 and up | \$860.40 for the first \$100,000.00 plus \$4.89 for each additional \$1,000.00 or fraction thereof. |
| OTHER INSPECTIONS AND FEES | |
| Residential Fire Sprinkler (standalone/closed system) fee includes plan review (multipurpose/continuous loop requires Plumbing) | |
| Commercial Fire Systems – Sprinklers/Alarms, by valuation | See Structural Permit Fee Table Above |
| 0 to 2000 sq. ft. area covered | \$122.84 |
| 2001 to 3600 sq. ft. area covered | \$129.74 |
| 3601 to 7200 sq. ft. area covered | \$175.17 |
| 7201 sq. ft. and greater | \$233.47 |
| Prescriptive solar photovoltaic system-fee includes plan review | \$200.56 |
| Non-Prescriptive solar photovoltaic system-requires plan review | Use structural Permit Fee table above |
| Phased plan review - \$75.21 application fee plus 10% of the total project building permit fee not exceed \$1500.00 for each phase (in addition to standard structural plan review) | |
| Deferred plan review – 65% of the building permit fee calculated using the deferred portion valuation with a \$195.55 minimum (in addition to standard structural plan review) | |
| Investigative Fee – <i>actual cost may include supervision, overhead, equipment, and/or rate/wage of the employee(s) involved</i> | Actual Cost |
| After hours inspections outside of normal business hours (IF available - minimum charge 2 hours) | \$97.77 per hour during work week. Double time rate with 4 hour minimum on weekends and holidays |
| Re-Inspection fee | \$97.77 per each |
| Inspections for which no fee is specifically indicated (as required) | \$97.77 per hour |
| Each additional inspection, above allowable – per each | \$97.77 per hour |
| Temporary Certificate of Occupancy Renewal Fee | \$100 per renewal |
| Ag Exempt Request Fee | \$54.50 |
| Plan Review Fees | 65% of structural permit fee |



Wasco County Building Codes Services Fee Schedule

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|---|---|
| Fire and Life Safety Plan Review Fees | 40% of structural permit fee |
| Additional plan review required by changes, additions, or revisions to approved plans | \$97.77 per hour |
| MECHANICAL PERMIT FEES | |
| RESIDENTIAL: | |
| Minimum permit fee | \$75.21 |
| Furnace/Burner including ducts and vents | |
| Up to 100K BTU/hr. | \$15.04 |
| Greater than 100K BTU/hr. | \$15.04 |
| Heating/Cooling/Stove/Vents | |
| Ductwork only | \$15.04 |
| Unit Heater (suspended, wall, and floor) | \$15.04 |
| Wood/Gas/Pellet fireplace insert or free standing stoves | \$15.04 |
| Repair/alter/add to mechanical appliance | \$15.04 |
| Evaporative cooler (permanent) | \$15.04 |
| Air Conditioner | \$15.04 |
| Ventilation system, not a portion of HVAC system | \$15.04 |
| Ventilation fan connected to a single duct | \$11.28 |
| Attic/Crawl space fans | \$11.28 |
| Radon mitigation | \$11.28 |
| Range hood/other kitchen equipment | \$11.28 |
| Clothes dryer exhaust | \$11.28 |
| Floor furnace including vent | \$15.04 |
| Hydronic hot water system | \$30.08 |
| Gas Piping Outlets | |
| 1-4 outlets | \$30.08 |
| Additional outlets | \$3.76 |
| Air-handling units including ducts/Heat pumps/Mini split system | |
| Any size | \$15.04 |
| Incinerators | |
| Domestic – installation or relocation | \$15.04 |
| Miscellaneous Fees | |
| Other heat/cool/vent/appliance (not indicated) | \$15.04 |
| COMMERCIAL (uses Structural Fee Schedule per OAR 918-050-0100): | |
| Minimum permit fee | \$75.21 |
| Valuation: | |
| \$1-\$2,000.00 | \$75.21 |
| \$2,001.00-\$25,000.00 | \$75.21 for the \$2,000.00 plus \$11.78 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00 |
| \$25,001.00-\$50,000.00 | \$346.15 for the \$25,000.00 plus \$8.77 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00 |
| \$50,001.00-\$100,000.00 | \$565.40 for the first \$50,000.00 plus \$5.90 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00 |
| \$101.00 and up | \$860.40 for the first \$100,000.00 plus \$4.89 for each |



Wasco County Building Codes Services Fee Schedule

| | |
|--|---|
| | additional \$1,000.00 or fraction thereof. |
| Investigative Fee – <i>actual cost may include supervision, overhead, equipment, and/or rate/wage of the employee(s) involved</i> | Actual Cost |
| Re-inspection fee | \$97.77 per each |
| Each additional inspection, above allowable – per each | \$97.77 per each |
| Inspections for which no fee is specifically indicated (as required) | \$97.77 per hour |
| After hours inspections outside of normal business hours (IF available - minimum charge 2 hours) | \$97.77 per hour during work week. Double time rate with 4 hour minimum on weekends and holidays |
| Plan Review Fee, if required | 50% of subtotal |
| Additional plan review required by changes, additions, or revisions to approved plans | \$98.00 per hour |
| Request by government agency under ORS 190 | Cost of Inspector plus, travel & mileage to and from areas requested for inspections |
| PLUMBING PERMIT FEES | |
| NEW 1 & 2 FAMILY DWELLINGS – includes the 1 st 100' of each site utility, hose bibs, icemakers, underfloor low-point drains, and rain drain packages | |
| Minimum Permit Fee - Residential | \$75.21 |
| New 1 & 2 family dwelling - 1 bath / 1 kitchen | \$315.88 |
| New 1 & 2 family dwelling – 2 bath / 1 kitchen | \$428.70 |
| New 1 & 2 family dwelling – 3 bath / 1 kitchen | \$541.52 |
| Each add'l bath beyond 3 (1/2 bath counts as whole) | \$112.82 |
| Each add'l kitchen | \$75.21 |
| Each add'l 100' of site utilities or fraction thereof; storm, water, and sanitary sewer | \$45.13 |
| RESIDENTIAL | |
| Each fixture (for additions and alterations) | \$30.08 |
| Re-pipe water supply | \$109.00 |
| Each 100' of site utilities or fraction thereof; storm, water & sanitary sewer | \$45.13 |
| Manufactured Dwellings | |
| Site utilities - first 30 lineal feet are included with the Manufactured Dwelling Placement Permit | |
| Each additional 100' of site utilities or fraction thereof | \$45.13 |
| RV and Manufactured Dwelling Parks | |
| Base Fee (include the first 10 or fewer spaces) | \$481.34 |
| Each additional space | \$41.37 |
| COMMERCIAL | |
| Minimum Permit Fee – Commercial | \$75.21 |
| Each fixture (for new, additions, and alterations) | \$30.08 |
| Each 100' of site utilities or fraction thereof; storm, water, and sanitary sewer | \$45.13 |
| Commercial Plumbing - Medical Gas Piping | |
| \$1 to \$10,000 valuation | \$338.45 |
| \$10,000.00 and greater Valuation | \$338.45 for the 1st \$10,000.00 plus \$2.26 for each add'l \$100.00 or fraction thereof |



Wasco County Building Codes Services Fee Schedule

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|--|---|
| Residential Fire Sprinkler (continuous loop/multipurpose) – fee includes plan review | |
| 0 to 2000 sq. ft., area covered | \$122.84 |
| 2001 to 3600 sq. ft., area covered | \$139.74 |
| 3601 to 7200 sq. ft., area covered | \$175.17 |
| 7201 sq. ft. and greater | \$233.47 |
| Miscellaneous Fees | |
| Re-Inspection fee | \$97.77 per each |
| Each additional inspection, above allowable – per each | \$97.77 per each |
| Inspections for which no fee is specifically indicated (as required) | \$97.77 per hour |
| Request by government agency under ORS 190 | Cost of Inspector plus, travel & mileage to and from areas requested for inspections |
| Investigative Fee – <i>actual cost may include supervision, overhead, equipment, and/or rate/wage of the employee(s) involved</i> | Actual Cost |
| After hours inspections outside of normal business hours (IF available - minimum charge 2 hours) | \$97.77 per hour during work week. Double time rate with 4 hour minimum on weekends and holidays |
| Plan Review fee, if required | 50% of subtotal |
| Additional plan review required by changes, additions, or revisions to approved plans | \$97.77 per hour |
| ELECTRICAL PERMIT FEES | |
| NEW 1 & 2 FAMILY DWELLINGS - SERVICE AND ATTACHED GARAGE INCLUDED | |
| Minimum Permit Fee - Residential | \$97.77 |
| First 1,000 sq. ft. or less | \$159.19 |
| Each additional 500 sq. ft. or portion thereof | \$28.83 |
| Limited Energy – new construction (per floor) | \$37.61 |
| Each manufactured home or modular dwelling service or feeder | \$97.77 |
| New Multifamily – total # of units | |
| Use 1 and 2 Family rates above for largest sq. ft. unit – PLUS the cost of largest unit ____/2 x number of remaining number | |
| New Multifamily limited energy (by floor) | \$67.69 |
| New Multifamily protective signaling (by floor) | \$67.69 |
| Services or Feeders (installation, alteration, relocation) | |
| 200 amps or less | \$119.08 |
| 201 to 400 amps | \$141.65 |
| 401 to 600 amps | \$234.40 |
| 601 to 1,000 amps | \$307.11 |
| Over 1,000 amps or volts | \$705.72 |
| Reconnect Only | \$78.97 |
| Temp. Services or Feeders (installation, alteration, relocation) | |
| 200 amps or less | \$78.97 |
| 201 to 400 amps | \$97.77 |
| 401 to 600 amps | \$156.69 |
| 1,000 amps | \$255.71 |



Wasco County Building Codes Services Fee Schedule

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|---|---|
| Over 1,000 amps or volts | \$587.89 |
| Branch Circuits (new, alteration, extension per panel) | |
| Fee for branch circuits with purchase of a service or feeder fee: | |
| Each branch circuit | \$6.02 |
| Fee for branch circuits without purchase of a service or feeder fee: | |
| First branch circuit | \$81.48 |
| Additional branch circuits | \$6.02 |
| Miscellaneous (service or feeder not included) | |
| Each pump or irrigation circle | \$97.77 |
| Each sign or outline lighting | \$97.77 |
| Signal, circuit or a limited-energy panel - alteration or extension | \$78.97 Commercial \$97.77 Residential |
| Request by government agency under ORS 190 | Cost of Inspector plus, travel & mileage to and from areas requested for inspections |
| Investigative fee – <i>actual cost may include supervision, overhead, equipment, and/or rate/wage of the employee(s) involved</i> | Actual Cost |
| Re-inspection fee | \$97.77 per each |
| Each additional inspection, above allowable – per each | \$97.77 per each |
| After hours inspections outside of normal business hours (IF available - minimum charge 2 hours) | \$97.77 per hour during work week. Double time rate with 4 hour minimum on weekends and holidays |
| Inspections for which no fee is specifically indicated (as required) | \$97.77 per hour |
| Master Individual Inspection Permit – <i>fee includes travel time, inspection, and report writing (minimum 2 hours)</i> | \$97.77 per hour |
| Plan Review fee, if required | 50% of subtotal |
| Additional plan review required by changes, additions, or revisions to approved plans | \$97.77 per hour |
| Minimum Permit Fee – Commercial | \$97.77 |
| RENEWABLE ENERGY SYSTEMS PERMIT FEES | |
| 5kva or less | \$119.08 |
| 5.01 to 15kva | \$141.65 |
| 15.01 to 25kva | \$234.40 |
| Solar ea. Add'l kva 25.01 to 100 max | \$9.47 |
| Wind 25.01 to 50kva | \$307.11 |
| Wind 50.01 to 100 kva | \$872.00 |
| Wind 100.01 or greater: | |
| Service or feeders of 601 to 1,000 amps | \$307.11 |
| Service or feeders over 1,000 amps or volts | \$705.72 |
| Re-inspection fee | See Electrical Fee Schedule above |
| Each additional inspection, above allowable – per each | See Electrical Fee Schedule above |
| After hours inspections outside of normal business hours (IF available - minimum charge 2 hours) | See Electrical Fee Schedule above |
| Inspections for which no fee is specifically indicated (as required) | See Electrical Fee Schedule above |
| Investigative fee – <i>actual cost may include supervision,</i> | See Electrical Fee Schedule above |



Wasco County Building Codes Services Fee Schedule

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|---|---|
| <i>overhead, equipment, and/or rate/wage of the employee(s) involved</i> | |
| Plan Review fee, if required | See Electrical Fee Schedule above |
| Additional plan review required by changes, additions, or revisions to approved plans | See Electrical Fee Schedule above |
| MANUFACTURED DWELLING PERMIT FEES | |
| Installation fee (includes placement, concrete slabs/runners/foundations when prescriptive, electrical feeder, and plumbing/cross-over connections up to 30 lineal feet) | \$240.67 |
| Re-inspection fee | \$97.77 per each |
| Each additional inspection, above allowable – per each | \$97.77 per each |
| Inspections for which no fee is specifically indicated (as required) | \$97.77 per each |
| After hours inspections outside of normal business hours (IF available - minimum charge 2 hours) | \$97.77 per each |
| State fee | \$30.00 |
| Investigative fee – <i>actual cost may include supervision, overhead, equipment, and/or rate/wage of the employee(s) involved</i> | Actual Cost |
| MANUFACTURED DWELLING, RV PARK, AND ORGANIZATIONAL CAMP CONSTRUCTION PERMIT FEES | |
| AREA DEVELOPMENT PERMIT FEES - Please reference Table 2-MD (OAR 918-600-0030) and Table 2-RV (OAR 918-650-0030) to determine valuation, then apply to the Area Development Permit fee table below: | |
| \$1.00 to \$500.00 | \$18.80 |
| \$501.00 to \$2,000.00 | \$18.80 for the first \$500.00, plus \$2.51 for each additional \$100.00 or fraction thereof, to and including \$2,000.00 |
| \$2,001.00 to \$25,000.00 | \$56.45 for the first \$2,000.00, plus \$11.29 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00 |
| \$25,001.00 to \$50,000.00 | \$315.12 for the first \$25,000.00, plus \$8.15 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00 |
| \$50,001.00 to \$100,000.00 | \$519.87 for the first \$50,000.00, plus \$5.65 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00 |
| \$100,001.00 to \$500,000.00 | \$802.37 for the first \$100,000.00, plus \$4.39 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00 |
| \$500,001.00 to \$1,000,000.00 | \$2,558.37 for the first \$500,000.00, plus \$2.51 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00 |



Wasco County Building Codes Services Fee Schedule

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|---|--|
| Over \$1,000,001.00 | \$3,813.37 for the first \$1,000,000.00, plus \$2.51 for each additional \$1,000.00 or fraction thereof |
| Investigative fee – <i>actual cost may include supervision, overhead, equipment, and/or rate/wage of the employee(s) involved</i> | Actual Cost |
| Re-inspection fee | \$97.77 per each |
| Each additional inspection, above allowable – per each | \$97.77 per each |
| Inspections for which no fee is specifically indicated (as required) | \$97.77 per each |
| After hours inspections outside of normal business hours (IF available - minimum charge 2 hours) | \$97.77 per each |
| Plan Review Fees | 65% of park permit fee |
| Additional plan review required by changes, additions, or revisions to approved plans | \$97.77 per hour |
| MISCELLANEOUS BUILDING FEES | |
| Permit Reinstatement Fee – to renew already expired permit, as eligible; subject to State Surcharge (<u>per Building Official approval</u>) | \$43.88 per hour Admin Time \$97.77 per hour Inspection Time |
| Refund Processing Fee - for repayment of costs of administration (per Building Official Approval) | \$25.00 per each |
| Copy fees | \$1.09 for each |

State of the Hospital

ADVENTIST HEALTH COLUMBIA GORGE | SUMMER 2023

STATE OF THE HOSPITAL

Agenda

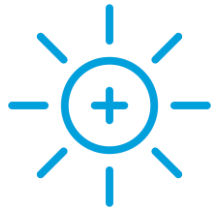
- Where We Are Today
- How Our Relationship Allows Us to Better Serve
- During This Journey
- What's Next
- Questions and Discussion

Where We Are Today

WHAT WE'VE ACHIEVED

Relationship with Adventist Health

As of June 1, we are officially part of the Adventist Health family and are now known as Adventist Health Columbia Gorge.



The local health expertise **of Adventist Health allows us to benefit from enhancements** in clinical and organizational initiatives, purchasing support, access to additional clinical and operational expertise and much more.



Adventist Health is dedicated to the long-term viability of their affiliated health systems – which now includes Adventist Health Columbia Gorge – from investing in their employees and physicians, to expanding the services they provide.



Like us, **Adventist Health has a culture of care and kindness as well as an expectation of high-quality healthcare.**

Why Adventist Health

Adventist Health has proven they are the right operational fit for our organization, our team members and our community.

This partnership allows us to enhance the quality of healthcare and invest in our people and resources in ways not possible otherwise.

How Our Relationship Allows Us to Better Serve

AS ADVENTIST HEALTH COLUMBIA GORGE

Our Community and Patients

As Adventist Health Columbia Gorge, we can and will:

- **Make much-needed updates and infrastructure improvements** through \$100 million capital commitment over 10 years
- **Increase health equity and equitable access** to care for all residents of The Dalles and the Columbia Gorge communities, furthering our charitable mission
- **Promote reliability, availability and continuity of healthcare** in order to meet the needs of the community
- **Strengthen our ability to deliver healthcare programs** that support the wellbeing of the community
- **Broaden and deepen our engagement** with and support of the community
- **Provide a broader depth of healthcare services** that people of our community need and can access close to where they live and work

Our Team Members

As Adventist Health Columbia Gorge, we can and will:

- **Fund infrastructure needs through \$100 million capital commitment** over ten years, with \$6 million in the first two years to fund urgent capital needs
- **Provide access to sophisticated recruitment capabilities** to retain high-quality primary care and specialty care physicians and APPs
- **Provide additional resources and opportunities that can position our organization as an employer of choice** for employees and clinical partner of choice for the medical staff community
- Build upon the great work of our teams **to continue enhancing the clinical quality of our services and programs**
- **Promote and retain our team-based culture**, consistent with the Planetree Philosophy that celebrates our past, while building our future

During This Journey

WHAT WE'VE ACHIEVED

New Providers

We've hired new providers to care for patients who need us:

23

New providers added
over the last year

11

Are in primary care:
family and internal
medicine and
pediatrics

12

Are across specialties including
ENT, Radiation Oncology,
surgery and emergency
medicine

**We continue our recruitment initiatives, supported
by our friends at Adventist Health**

Support for Current Staff

Increased support of our staff through:

- Changing nurse leadership structure and more opportunities for leadership development training
- Additional cross-training and creation of training programs
- Workflow changes
- Increasing rounds, huddles and townhalls



Messaging to the Community

“We continue to work to find the best options for how to sustainably offer crucial core patient services and support our staff throughout our organization.”

Partnership with Knight Cancer Institute

We are ensuring patients have access to the comprehensive cancer care they need:

- Medical oncology services returned to Celilo April 19, thanks to our partnership with the Knight Cancer Institute
- Established KCI providers serve at Celilo to treat patients closer to home
- We are currently taking new referrals and working with OHSU to ensure patients are seen in a timely manner

Linear Accelerator at Celilo Cancer Center

New Varian TrueBeam Linear Accelerator radiotherapy system:

- Made possible through support from the Mid-Columbia Health Foundation
- Allows for faster, more accurate radiation therapy
- High-rate dosing gives patients time back
- Beam intensity centrally focuses on small cancer targets
- Beam energy can be tailored to the target site
- Game-changer for cancer care in the region

What's Next

OUR VISION FOR THE FUTURE

Integrating Our Two Organizations

Now that we are officially part of the Adventist Health family, we are working through integration to bring our organizations together:

- This work is overseen by the Integration Steering Committee, made up of representatives from us and Adventist Health.
- The day-to-day operations are overseen by work groups made up of leaders from various functional areas/departments.
- They develop the integration plan for their respective function/department and carry out the agreed upon initiatives for integration.
- Together, the steering committee and work groups ensure that our affiliation process is thoughtful, organized and designed with our people top of mind.

The Work Ahead

Where we go from here:

- Continue to invest in physician and APP recruitment
- Work with our new partners at Adventist Health on technology and campus upgrades and improvements
 - *We have already launched Microsoft Office 365 for email and instant message capabilities*
- Increase patient access in primary and specialty care clinics
- Continue to focus on providing high-quality local care for patients and families in The Dalles and the Columbia River Gorge

Questions and Discussion

Thank you.

RESOLUTION NO. 23-24-02

A RESOLUTION OF NORTH WASCO COUNTY SCHOOL DISTRICT 21 CALLING A MEASURE ELECTION FOR GENERAL OBLIGATION BONDS; AND RELATED MATTERS.

WHEREAS, the Board of Directors (the “Board”) of North Wasco County School District 21, located in Wasco County, Oregon (the “District”), has determined that a need exists for the District to finance capital costs, as more fully described in the ballot title attached hereto as Exhibit A (collectively, the “Project”); and

WHEREAS, in connection with the Project, the District has evaluated the need for safety improvements, including the potential for joint funding of safety improvements with other public and private entities and the funding of safety improvements in accordance with ORS 332.176; and

WHEREAS, the District has successfully applied for the Oregon School Capital Improvement Match (the “Match Program”) and will receive a \$4,000,000 grant if voters approve the Bonds; and

WHEREAS, the District anticipates incurring expenditures (the “Expenditures”) to finance the costs of the Project and wishes to declare its official intent to reimburse itself for any Expenditures it may make from its general funds on the Project from the proceeds of voter-approved general obligation bonds which may be issued as tax-exempt obligations; and

WHEREAS, ORS 328.205 subject to voter approval, authorizes the District to contract bonded indebtedness to provide funds to finance the costs of the Project.

NOW, THEREFORE, the Board of Directors of North Wasco County School District 21, located in Wasco County, Oregon, resolves as follows:

1. The measure election is hereby called for the purpose of submitting to the electors of the District the question of authorizing general obligation bonds in the name of the District in a principal amount not to exceed \$140,000,000 (the “Bonds”). Bond proceeds will be used to finance the Project.

2. The measure election hereby called shall be held in the District on the 7th day of November, 2023.

3. The District authorizes the Chair, Superintendent, Chief Financial Officer (each an “Authorized Representative”) or designee of any of those officials to finalize the ballot title in substantially the form attached hereto as Exhibit A but with such changes as the Authorized Representative shall approve, including adjustments related to the description of the Project and to meet statutory and Wasco County election requirements, as applicable (the “Ballot Title”), to submit the Ballot Title and explanatory statement, if required, and to execute any documents and take any other action necessary or desirable to facilitate the measure election and to obtain funds through the Match Program.

4. The Authorized Representative shall cause Form SEL 805 to be delivered to the Election Officer of Wasco County, Oregon (the "Election Officer") not later than August 18, 2023 (eighty-one (81) days prior to the election date). The Authorized Representative shall also cause Form SEL 803 to be delivered to the Election Officer not later than September 7, 2023 (sixty-one (61) days prior to the election date).

5. The District hereby declares its official intent pursuant to Treasury Regulation Section 1.150-2 to reimburse itself with the proceeds of the Bonds for any of the Expenditures incurred by it prior to the issuance of the Bonds.

6. The law firm of Hawkins Delafield & Wood LLP, is hereby appointed to serve as Bond Counsel with respect to the issuance of the Bonds. Piper Sandler is hereby appointed to serve as Underwriter or Placement Agent with respect to the issuance of the Bonds.

ADOPTED by the Board of Directors of North Wasco County School District 21, located in Wasco County, Oregon this 27th day of July, 2023.

**NORTH WASCO COUNTY SCHOOL DISTRICT 21
WASCO COUNTY, OREGON**

By: _____
Chair, Board of Directors

ATTEST:

By: _____
Superintendent

EXHIBIT A

BALLOT TITLE NORTH WASCO COUNTY SCHOOL DISTRICT 21 WASCO COUNTY, OREGON

CAPTION: (10 WORD LIMIT)

Bonds to replace high school, increase safety, hands-on learning.

QUESTION: (20 WORD LIMIT)

Shall District replace high school, increase safety, expand hands-on learning opportunities; issue \$140 million in GO bonds; with citizen oversight?

If the bonds are approved, they will be payable from taxes on property or property ownership that are not subject to the limits of sections 11 and 11b, Article XI of the Oregon Constitution.

SUMMARY: (175 WORD LIMIT)

North Wasco School District proposes the issuance of a bond not exceeding \$140 million; will receive \$4 million state grant if approved.

Proposed bond projects:

- **Replace The Dalles High School** with new school on Wahtonka site; providing:
 - Improved safety
 - Expanded space for hands-on learning
 - Fully accessible school
- **Improvements to current high school** building to repurpose the historic building for district operations, community programs
- **Demolition of old Wahtonka High School**
- **Athletic improvements on Wahtonka site**
- Site improvements, demolition, furnishings, equipment, issuance costs

Current Conditions of 80-year-old The Dalles High School:

- Failing major building systems (electrical, plumbing, roofs, and HVAC) with obsolete parts
- Safety and Security issues due to outdated fire and seismic concerns plus over 26 exterior entrances.

- Limited space for career technical education
- No ADA accessibility to many parts of building

Citizen oversight committee, audits required

Bonds may be issued in multiple series maturing within 31 years from issuance. Estimated tax rate is \$2.73 per \$1,000 assessed property value. Actual levy rate may differ due to changes in interest rates, assessed value.