

**AGREEMENT FOR SERVICES
INTERGOVERNMENTAL AGREEMENT
Deschutes County
Weed Spraying**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and DESCHUTES COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, a state agency may enter into agreements with units of local government for the performance of any or all functions and activities that state agency, its officers, or agents have the authority to perform.
2. The Dalles-California Highway, US Route 97, State Highway No. 4; US20, Central Oregon Highway, State Highway No. 7; US20, Santiam Highway, State Highway No. 17; OR27, Crooked River Highway, State Highway No. 14; Cascade Lakes Scenic Byway, OR372, SW Century Drive; OR242, McKenzie Highway, State Highway 15; and OR126, McKenzie Highway, State Highway No. 15 are part of the State Highway System are a part of the state highway system under the jurisdiction and control of the Oregon Highway Commission (OTC).
3. State wishes to utilize Agency resources to provide vegetation and noxious weed abatement within State jurisdiction and right of way.

The Parties therefore agree as follows:

TERMS OF AGREEMENT

1. **Project.** Under such authority, State wishes to retain the services of Agency to control the growth and spread of noxious weeds across State owned property by spraying herbicides on State-owned gravel stockpiles and within State right of way on both shoulders of the sections of State Highways listed in Exhibit A hereinafter referred to as "Project." The locations of the "Project" activities are approximately identified by the mile points included in Exhibit A, which is attached hereto and by this reference made a part hereof.
2. **Funding.**

- a. The Project will be financed at an estimated cost of \$250,000 in State funds for the period of this Agreement, or \$50,000 in any given calendar year, as shown on Exhibit B. The estimate for the total Project cost is subject to change. Agency shall be responsible for any nonparticipating costs, and Project costs beyond the estimate.

3. **Exhibits Attached and Incorporated.**

This Agreement includes the following exhibits, each of which is attached and incorporated into this Agreement by reference:

- Exhibit TCD – Terms, Conditions and Definitions
- Exhibit A – Statement of Work and Delivery Schedule
- Exhibit B – Compensation & Payment Provisions
- Exhibit C – Insurance
- Exhibit D – Special Terms & Conditions
- Exhibit E – Americans with Disabilities Act (ADA) Compliance
- Exhibit F – Contact Information

4. **Order of Precedence.**

Unless a different order is required by law, this Agreement shall be interpreted in the following order of precedence:

- 1) This Agreement (including all amendments, if any) less all Exhibits, attachments and other documents and information incorporated into this Agreement,
- 2) Exhibit TCD,
- 3) Exhibit A, the Statement of Work,
- 4) All other Exhibits,
- 5) Any other attachments,
- 6) Any documents/information incorporated into this Agreement by reference.

This provision survives termination of the Agreement.

5. **Term of Agreement; Effective Date.** The term of this Agreement shall begin on the date all required signatures are obtained (“Effective Date”) and shall terminate upon completion of the Project and final payment or five (5) calendar years following the Effective Date, whichever is sooner.

6. **Termination.** This Agreement may be terminated by mutual written consent of all Parties.
- a. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If Agency fails to perform any of the other provisions of this Agreement, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - ii. If Agency fails to provide payment of its share of the cost of the Project.
 - iii. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to fund its obligations for performance of this Agreement.
 - iv. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such services from the planned funding source.
 - b. Any termination of this Agreement shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.
7. **Certification.** Each Party certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on its behalf, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind that Party.
8. **No Substitutions or Assignments.** Agency shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of State. State's consent to any subcontract (or other delegation of duties) does not relieve Agency of any of its duties or obligations under this Agreement. This Agreement is binding upon and inures to the benefit of each of the Parties, and, except as otherwise provided, their permitted legal successors and assigns.
9. **No Third Party Beneficiaries.** Agency and State are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This provision survives termination of the Agreement.

10. **Waiver; Amendment.** No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. This provision survives termination of the Agreement.
11. **Notice.** Except as otherwise expressly provided in this Agreement, all notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Project Manager at the physical address or email address set forth in Exhibit F, or to such other addresses as either Party may indicate pursuant to this paragraph. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective when the sender receives confirmation of receipt from the recipient (not an auto-reply). Except as set forth above in this paragraph, the Parties may agree to provide operational notices such as delivery, acceptance or rejection of services or deliverables by email as may be mutually agreed in Exhibit A.
12. **Severability.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This provision survives termination of the Agreement.
13. **Counterparts.** This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
14. **Integration.** This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

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

DESCHUTES COUNTY, by and through
its elected officials

By _____
Commission Chair

Date _____

By _____
Commissioner

Date _____

By _____
Commissioner

Date _____

**LEGAL REVIEW APPROVAL (If required
in Agency's process)**

By _____
Agency Counsel

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 4 Manager

Date _____

APPROVAL RECOMMENDED

By _____
District 10 Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By by email
Assistant Attorney General

Date _____

EXHIBIT TCD – TERMS, CONDITIONS AND DEFINITIONS

THIRD PARTY CLAIMS: The following paragraphs 1 through 4 shall survive termination of the Agreement.

1. 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 State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
2. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency 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 State on the one hand and of Agency 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
3. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency 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 State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under

Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

4. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

RECORDS

The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party. This provision survives termination of the Agreement.

WORKERS COMP

All employers, including the Agency and Agency's contractors, if any, that employ subject workers, as defined in ORS 656.027, who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and shall provide the required Workers' Compensation Insurance coverage, unless such employers are exempt under ORS [656.126\(2\)](#). The coverage shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 for each accident. Agency shall ensure that each of its contractors complies with these requirements.

SUBCONTRACTOR REQUIREMENTS & INDEMNIFICATION

1. Agency shall require its contractor(s) and subcontractor(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, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.
2. Any such indemnification shall also provide that neither Agency's contractor or subcontractor nor any attorney engaged by Agency's contractor or subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of

Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor or subcontractor is prohibited from defending the State of Oregon, or that Agency's contractor or subcontractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor or subcontractor if the State of Oregon elects to assume its own defense.

3. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.

RIGHT OF ENTRY

1. State grants Agency the right to enter onto State right of way for the performance of duties as set forth in this Agreement.

GOVERNING LAW; VENUE; 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 laws. Any claim, action, suit or proceeding (collectively, "Claim") between the State and Agency that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon. This provision survives termination of the Agreement.

COMPLIANCE WITH LAW

Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all

other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

NON-APPROPRIATION

The State of Oregon's payment obligations under this Agreement are conditioned upon ODOT's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Agency is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODOT. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. This provision survives termination of the Agreement.

REMEDIES

1. Agency default.

- a. In the event Agency is in default under this Agreement, ODOT may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement, (ii) reducing or withholding payment for work or deliverables that Agency has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, including for interest within the limits of ORS 293.462, and (iv) exercise of its right of recovery of overpayments under this Agreement or setoff, or both.
- b. These remedies are cumulative to the extent the remedies are not inconsistent, and ODOT may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

2. ODOT default.

- a. In the event ODOT is in default under this Agreement or in the event ODOT terminates this Agreement, Agency's sole remedy will be:
 - i. For work compensable at a stated rate: A claim for unpaid invoices for work completed according to the requirements and acceptance criteria of this Agreement and for authorized expenses incurred and interest within the limits of ORS 293.462, less any claims ODOT has against Agency,

- ii. For deliverable-based work: A claim for the sum designated for completing the deliverable multiplied by the percentage of work completed and accepted by Agency, plus authorized expenses incurred, and interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims ODOT has against Agency.
 - b. In no event will ODOT be liable to Agency for any expenses related to termination of this Agreement, including attorney fees. If previous amounts paid to Agency exceed the amount due to Agency, Agency shall promptly pay any excess to ODOT.
3. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.
4. This provision survives termination of the Agreement.

EXHIBIT A
STATEMENT OF WORK AND DELIVERABLE SCHEDULE
PROJECT: Weed Spraying

PROJECT DESCRIPTION and OVERVIEW of SERVICES

Agency to control the growth and spread of noxious weeds across State owned property by spraying herbicides within State right of way on both shoulders of the sections of the State Highways listed in below.

1. State Responsibilities

- a. State agrees to review Work Order Authorizations submitted by Agency. Each Work Order Authorization issued pursuant to this Agreement shall become a part of this Agreement. Both Parties shall sign the Work Order Authorization before commencement of work. No work is to be performed until the Work Order is fully executed by the State and Agency.
- b. The Work Order Authorization form may be signed on behalf of the State by State's District 10 IVM Coordinator or District 10 Manager.
- c. State's District 10 IVM Coordinator will ensure Agency is aware of and has access to ODOT's Maintenance Guide and the Water Quality and Habitat Guide Best Management Practices (Blue Book), Integrated Vegetation Management (IVM) plan and all applicable State policies and procedures for maintenance activities.

2. Agency Responsibilities

- a. Agency shall provide a vehicle suitable for the purpose of this Project. Ownership of the vehicle shall remain with the Agency. The vehicle will be operated and stored by Agency throughout the year. Agency shall, at its sole expense, be responsible for operating, maintaining and repairing all spray equipment, including the vehicle. This maintenance shall include, but not be limited to, regularly scheduled maintenance and repair work as necessary.
- b. Agency shall be responsible for all fuel costs for the vehicle associated with spray related activities covered by this Agreement, including mobilization to and from all work sites on Agency or State properties.
- c. Agency shall provide an Herbicide Applicator who is licensed and certified by the State of Oregon to perform the necessary spraying activities under this Agreement. All licenses shall be kept current throughout the life of this Agreement. The Herbicide Applicator shall perform herbicide spraying services for State and Agency during an estimated six (6) month spray season. Agency shall provide the Herbicide Applicator with all necessary training for services under this Agreement. The Agency Herbicide Applicator shall apply chemicals according to methods approved

by the governmental body having jurisdiction. Herbicide Applicator shall apply any herbicides in accordance with label instructions.

- d. Agency shall be responsible for contacting State's District 10 IVM Coordinator to obtain approved chemical or approved pesticide which shall be purchased by State, and, in the event the chemical or pesticide is proscribed or not available, to obtain approval of a replacement.
- e. Agency shall follow ODOT's Maintenance Guide and Water Quality and Habitat Guide Best Management Practices (Blue Book), Integrated Vegetation Management (IVM) plan and all other applicable State guidelines and procedures for maintenance activities.
- f. Agency's Project Manager shall contact State's District 10 IVM Coordinator monthly to define a spray schedule for the Agency Herbicide Applicator. Spray schedule shall define areas and locations to be sprayed and approximate timeframe for spray activities. Agency shall notify State at least three (3) days prior to commencing any spray activities for spray activity in State's Right of Way. Agency shall be responsible for all herbicide spraying activities, including such services performed by Agency's Herbicide Applicator as identified by Agency and State's District 10 IVM Coordinator spray schedule.
- g. Annually, in the late winter or spring, Agency shall provide State's District 10 IVM Coordinator with a detailed Work Order Authorization, using the form attached as Exhibit D, by this reference incorporated herein and made a part hereof, reflecting intergovernmental planning and technical assistance, to be incorporated into each year's herbicide treatment for the project. Each Work Order Authorization issued pursuant to this Agreement shall become a part of this Agreement. Agency and State shall sign the Work Order Authorization before commencement of work. Each Work Order Authorization Form may be in the form of a PDF document and circulated for signature by email but must include action to be taken, labor involved, equipment necessary, and cost estimates for work, and shall not exceed \$50,000. Agency and State will mutually agree to the work plan and work plan budget. No work is to be performed until the Work Order is fully executed by State and Agency.
- h. The Work Order Authorization form may be signed on behalf of Agency by Agency's Project Manager.

TASKS, DELIVERABLES and SCHEDULE

Agency shall complete all tasks and provide all deliverables (collectively, the "Services") included in this SOW, unless specifically stated otherwise in a particular task. Agency shall provide all labor, equipment and materials to manage, coordinate, and complete the work in accordance with the performance and delivery schedules identified in this SOW.

PROJECT LOCATION TABLES

The Project location and approximate limits are shown on the following tables.

State Highway Areas to be Sprayed (Total Miles = 255.2)

BEND AREA (Miles = 81.1)					
Route	Highway	Segment	Beginning Mile point	Ending Mile point	Total Miles
US97	4	Crooked River Bridge to Fall River (Noxious and Residual)	112.8	155.5	42.7
US20	7	3 rd Street to Horse Ridge (Noxious and Residual)	0	18.5	18.5
US20	17	Robal to Greenwood (Noxious and Residual)	18.5	21	2.5
Hwy372	372	US 97 to Wasco County Line (Noxious and Residual)	4.6	22	17.4

BROTHERS AREA (Miles = 108.2)					
Route	Highway	Segment	Beginning Mile point	Ending Mile point	Total Miles
US20	7	Horse Ridge to Riley Junction (Noxious and Residual)	18.5	104.6	86.1
US27	14	Boat Ramp to US 20 (Noxious)	20.4	42.5	22.1

SISTERS AREA (Miles = 65.9)					
Route	Highway	Segment	Beginning Mile point	Ending Mile point	Total Miles
OR242	15	Lane County Line to US 20 (Noxious)	76.5	92.5	16
US20	15	OR 242 (Hood Avenue) to OR 126 (Residual)	92.5	93.1	.6
OR126	15	US 20to US 97 (Residual)	93.1	112	18.9
US20	16	Jack Lake Road to OR 242 (Hood Avenue) (Noxious and Residual)	88.2	100.1	11.9
US20	17	OR 126 to US 97 (Noxious and Residual)	0	18.5	18.5

**EXHIBIT B - COMPENSATION AND PAYMENT PROVISIONS
AGENCY OBLIGATIONS**

1. Agency shall present invoices for 100 percent of Eligible Costs incurred by Agency on behalf of the Project directly to State's project manager for review and approval. Under no conditions shall State's obligations exceed \$50,000 annually and a combined total of \$250,000 for all expenses over the life of this Agreement, subject to the labor and equipment rates described in Paragraph 2 below.
 - a. Such invoices shall be in a form identifying the Project and agreement number; and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one month duration, based on actual expenses incurred.
 - b. Eligible Costs are reasonable and necessary actual costs incurred by the Agency in performance of the Project and which comply with the requirements of Article IX, Section 3a of the Oregon Constitution.
2. Personnel and Equipment Rates

Personnel Rates*	
Position	Hourly Rate (Salary + Fringe)
Equipment Operator Lead	\$ 120.54
Equipment Operator	\$ 113.55

**rates subject to annual Cost of Living Adjustment (COLA) increase not to exceed 3%*

Equipment Rates	
Equipment	Hourly Rate
Spray Truck (06-26)	\$ 40.00
Spray Truck (02-55)	\$ 40.00

*** rates subject to annual adjustment not to exceed 5%*

3. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of current biennial budget.

STATE OBLIGATIONS

1. In consideration for the services performed under this Agreement, State agrees to reimburse Agency for Eligible Costs within forty-five (45) days of receipt and approval by State of monthly Project invoices. State agrees to pay Agency a maximum amount of not to exceed \$50,000 annually and a combined total of \$250,000 over the life of this Agreement. Said maximum amount shall include reimbursement for all expenses. Travel expenses shall be reimbursed to Agency in accordance with the current State of Oregon Department of Administrative Services' rates, available at <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>.

EXHIBIT C – INSURANCE

1. If Agency enters into a contract for performance of work on the Project, then Agency will require its contractor to provide the following:
 - a. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.
 - b. Contractor and Agency shall name State as a third-party beneficiary of the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$2,200,000 for each job site or location. Each annual aggregate limit will not be less than \$4,400,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
 - f. 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 thirty (30) days written notice from Contractor's or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.

EXHIBIT D - SPECIAL TERMS AND CONDITIONS

EXHIBIT C

WORK ORDER AUTHORIZATION – _____

Agreement No. _____ Work Order No. _____

Under the terms of the _____ and State Agreement dated _____, which is hereby incorporated by reference, the following Project work is authorized:

Project Name: _____

State Work Order Coordinator: _____

Total Authorized Amount of this Work Order \$ _____ Expenditure Acct. No.: _____

Work Order Start Date: _____ Work Order End Date: _____

Effective Date: No Work shall occur until signed by all Parties.	State Totals
Expenditure Account No.	No.
A. Amount authorized for this Work Order	\$
B. Amount authorized on prior Work Orders	\$
C. Total Amount authorized for all Work Orders (A+B=C)	\$
D. Agreement Not-to-Exceed amount	\$
E. Amount remaining on Agreement (D-C=E)	\$

STATEMENT OF WORK is attached, and incorporated by this reference. *Please include assumptions & expectations; roles and responsibilities; tasks; deliverable(s); deliverable due date(s); standards for work acceptance; and task breakdown, showing hours per task, estimated cost per task, and staff classifications and names assigned to each task, and summary of estimated cost per task. The work must be within the original scope of work in the Agreement.*

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

ACCEPTANCE OF TERMS AND ACTION APPROVED BY State: I acknowledge and certify that the work in this work order authorization is within the scope of work of the original Agreement.

Name/Title Date

ACCEPTANCE OF TERMS BY _____: (Local agency)

Name/Title Date

APPROVED AS TO LEGAL SUFFICIENCY: If work order exceeds \$150,000 (alone or in combination with other work orders issued under this Agreement), DOJ signature required

Asst. Attorney General Date

cc: Agency _____
State's Work Order Coordinator
OPO AGREEMENTS, Central Services for General Files

EXHIBIT E - AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

- a. Agency shall ensure that the services it provides under this Agreement (“Services”) comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, “ADA”). Agency shall use ODOT standards to assess whether the Services comply with the ADA, including, but not limited to, ODOT Maintenance Operational Notices MG 100-107 (“MG 100-107”), MG144-03 (“MG144-03”), and MG Activities-2 (“MG Activities-2”).
- b. The scope of the Services performed under this Agreement is limited to maintenance activities and shall not include alteration, upgrade, or construction of sidewalks or curb ramps, or installation of pedestrian activated signals.
- c. Agency shall:
 - i. Promptly notify ODOT of completion of Services and allow ODOT to inspect completed Services located on or along a state highway for ADA compliance, prior to acceptance of such Services and release of any Agency contractor, and
 - ii. Ensure that temporary pedestrian routes are provided through or around any work zone as provided in MG Activities-2 and Chapters 1 and 5 of the Oregon Temporary Traffic Control Handbook 2011 (“OTTCH”). For Services included in MG Activities-2 “Situations” Paragraph 2, Agency shall provide ODOT with adequate information to allow ODOT to provide advance notice of any temporary pedestrian route to the public, people with disabilities, and disability organizations. The Parties acknowledge that providing advance notice may not be possible in some such circumstances, including but not limited to, when Services are provided on an urgent or emergency basis, or where the nature and location of the Services are unknown until the beginning of the workers’ shift.
- d. ODOT Maintenance Operational Notices MG 100-107, MG144-03, MG Activities-2, and the OTTCH are incorporated herein by reference.
 - i. The OTTCH is available at <http://www.oregon.gov/ODOT/Engineering/Pages/OTTCH.aspx> Copies of MG 100-107, MG144-03, and MG Activities-2 are available for inspection at the ODOT District 9 Office located at 3313 Bret Clodfelter Way, The Dalles, OR 97058, during regular business hours, or at the following locations online:
 - MG 100-107:
https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG100-107_w-diagram.pdf

- MG 144-03:
https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG144-03.pdf
 - MG Activities-2:
https://www.oregon.gov/ODOT/Engineering/Doc_TechnicalGuidance/MG-Activities-2.pdf
- ii. All references to MG 100-107, MG144-03, and MG Activities-2 in this Section refer to the version of the policy in place at the time the Services are performed.

EXHIBIT F - CONTACT INFORMATION

1. **The Parties Contact Information is as follows:**

a. **State's Contact:**

State's Project Manager for this Agreement is:

Name:	Ben DeGrande ODOT District 10 Transportation Maintenance Manager
Address:	3571 NE 3rd St Prineville OR 97754 Prineville, Oregon 97754
Ph:	541.447.2184
E-mail:	Ben.degrande@odot.oregon.gov

b. **Agency Contacts:**

Agency's Project Manager for this Agreement is:

Name:	
Address:	61150 SE 27th Street, Bend, OR 97702
Ph:	
E-mail:	

2. Either Party may change the Project Manager designation during the term of this Agreement by promptly sending written notice (e-mail acceptable) to the other Party, with a copy to the ODOT Region 4 Agreements Coordinator.