

Tillamook County Transportation District
Board of Directors
Regular Monthly Meeting



Thursday, July 22, 2021 at 6:00 PM
Transportation Building
3600 Third St., Ste. A
Tillamook, Oregon

Tillamook County Transportation District
Financial Statement

From 6/1/2021 Through 6/30/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	100%
Resources						
Working Capital				1,916,835.00	(1,916,835.00)	0.00%
Fares	17,596.45	25,000.00	196,904.24	300,000.00	(103,095.76)	65.63%
Contract Revenue	46,545.24	72,916.63	819,605.37	875,000.00	(55,394.63)	93.66%
Property Tax	24,398.39	79,166.63	1,032,015.65	950,000.00	82,015.65	108.63%
Past Years Property Tax	2,473.29	2,083.37	27,434.76	25,000.00	2,434.76	109.73%
State Timber Revenue	0.00	22,916.63	181,525.68	275,000.00	(93,474.32)	66.00%
Mass Transit State Payroll Tax	0.00	7,083.37	92,176.10	85,000.00	7,176.10	108.44%
STIF Formula	0.00	121,180.25	373,296.00	484,721.00	(111,425.00)	77.01%
STIF Intercommunity	155,257.00	76,000.00	240,935.00	304,000.00	(63,065.00)	79.25%
STIF Discretionary	0.00	88,000.00	42,379.00	352,000.00	(309,621.00)	12.03%
Capital Grants	223,416.00	272,750.00	226,576.00	1,091,000.00	(864,424.00)	20.76%
Grants - FTA 5311	0.00	98,750.00	606,099.00	545,000.00	61,099.00	111.21%
Grants - COVID	0.00	0.00	67,288.38	0.00	67,288.38	0.00%
NWOTA Partner Cont. Match	0.00	0.00	42,000.00	42,000.00	0.00	100.00%
Grants - STF	0.00	16,925.00	67,700.00	67,700.00	0.00	100.00%
Grants - 5311 (f)	0.00	46,000.00	100,820.00	184,000.00	(83,180.00)	54.79%
Grants - 5310	0.00	83,000.00	119,661.00	332,000.00	(212,339.00)	36.04%
Special Bus Operations	0.00	208.37	0.00	2,500.00	(2,500.00)	0.00%
Miscellaneous Income	6,685.95	416.63	39,929.76	55,000.00	(15,070.24)	72.59%
Sale of Assets - Income	0.00	833.37	0.00	10,000.00	(10,000.00)	0.00%
Interest Income	1,110.19	2,708.37	14,710.52	32,500.00	(17,789.48)	45.26%
Advertising Income	0.00	83.37	0.00	1,000.00	(1,000.00)	0.00%
Lease Income	400.00	1,500.00	20,300.00	23,000.00	(2,700.00)	88.26%
Lease Operational Exp Income	800.99	541.63	10,371.11	18,000.00	(7,628.89)	57.61%

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Tillamook County Transportation District
Financial Statement

From 6/1/2021 Through 6/30/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	100%
Transfer From General Fund	0.00	0.00	147,050.00	157,050.00	(10,000.00)	93.63%
Transfer from Veh. Purch. Res.	0.00	0.00	0.00	31,835.00	(31,835.00)	0.00%
Transfer from STF Fund	0.00	0.00	46,784.00	46,786.00	(2.00)	99.99%
Transfer from NWOTA	0.00	0.00	3,000.00	0.00	3,000.00	0.00%
Transfer from STIF Fund	0.00	0.00	292,325.48	945,000.00	(652,674.52)	30.93%
Total Resources	478,683.50	1,018,063.62	4,810,887.05	9,151,927.00	(4,341,039.95)	52.57%
Expenses						
Personnel Services						
Payroll: Administration	24,962.79	30,500.00	324,029.74	366,000.00	41,970.26	88.53%
Payroll: Dispatch	7,970.12	7,666.63	101,193.03	92,000.00	(9,193.03)	109.99%
Payroll: Drivers	88,914.32	93,333.37	998,333.36	1,120,000.00	121,666.64	89.13%
Payroll: Maintenance	5,548.26	5,833.37	69,867.40	70,000.00	132.60	99.81%
Payroll Expense	10,057.32	10,291.63	118,526.48	123,500.00	4,973.52	95.97%
Payroll Healthcare	35,684.51	36,446.00	372,652.46	437,352.00	64,699.54	85.20%
Payroll Retirement	5,475.02	5,875.00	68,810.54	70,500.00	1,689.46	97.60%
Payroll Veba	2,821.02	3,800.00	39,139.14	45,600.00	6,460.86	85.83%
Workers Compensation Ins.	0.00	2,666.63	39,813.63	32,000.00	(7,813.63)	124.41%
Total Personnel Services	181,433.36	196,412.63	2,132,365.78	2,356,952.00	224,586.22	90.47%
Materials and Services						
Professional Services	16,360.50	9,187.50	142,340.53	110,250.00	(32,090.53)	129.10%
Administrative Support	0.00	2,083.37	15,904.84	25,000.00	9,095.16	63.61%
Website Maintenance	0.00	625.00	6,500.00	7,500.00	1,000.00	86.66%
Planning	0.00	2,500.00	43,840.11	30,000.00	(13,840.11)	146.13%
Dues & Subscriptions	670.00	1,250.00	8,087.51	15,000.00	6,912.49	53.91%

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Tillamook County Transportation District

Financial Statement

From 6/1/2021 Through 6/30/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	100%	
Office Equipment R&R	5140	225.22	333.37	2,713.91	4,000.00	1,286.09	67.84%
Computer R&M	5145	1,724.75	3,375.00	27,836.72	40,500.00	12,663.28	68.73%
Fees & Licenses	5150	395.49	2,583.37	27,925.56	31,000.00	3,074.44	90.08%
Insurance	5160	6,111.00	8,333.37	113,625.00	100,000.00	(13,625.00)	113.62%
Office Expense	5170	1,398.66	1,250.00	15,656.77	15,000.00	(656.77)	104.37%
Board Expense	5175	1,838.95	1,083.37	11,119.88	13,000.00	1,880.12	85.53%
Operational Expense	5180	2,380.39	3,375.11	40,904.54	40,500.00	(404.54)	100.99%
Drug & Alcohol Administration	5185	100.00	208.37	1,475.00	2,500.00	1,025.00	59.00%
Marketing	5190	1,968.93	4,583.26	27,181.68	55,000.00	27,818.32	49.42%
Website Re-Design	5191	11,969.50	6,250.00	78,468.26	75,000.00	(3,468.26)	104.62%
Transit Access Project	5196	0.00	0.00	2,487.83	0.00	(2,487.83)	0.00%
Telephone Expense	5210	1,017.73	1,633.37	17,454.42	19,600.00	2,145.58	89.05%
Travel & Training	5220	531.30	2,666.52	8,426.76	32,000.00	23,573.24	26.33%
Vehicle Expense	5240	38,945.25	16,666.63	266,667.88	200,000.00	(66,667.88)	133.33%
Fuel Expense	5245	25,044.79	20,833.37	219,096.41	250,000.00	30,903.59	87.63%
Postage	5260	169.54	166.63	2,128.07	2,000.00	(128.07)	106.40%
Member Mileage Reimbursement	5266	0.00	0.00	9,129.00	50,000.00	40,871.00	18.25%
Mgmt/Labor Recreation Fund	5270	0.00	225.63	0.00	2,708.00	2,708.00	0.00%
Transit Center Lease	5280	700.00	700.00	8,400.00	0.00	(8,400.00)	0.00%
Transit Center Maint	5285	1,387.76	1,500.00	17,994.99	18,000.00	5.01	99.97%
General Operating Cont.	5290	0.00	125,000.00	0.00	250,000.00	250,000.00	0.00%
COVID Expense	5291	557.81	0.00	114,386.00	150,000.00	35,614.00	76.25%
Property Operating Expense	5300	1,548.18	2,041.63	22,784.47	24,500.00	1,715.53	92.99%
Flex Lease: Fees	5330	0.00	41.63	0.00	500.00	500.00	0.00%
Property Maint. & Repair	5340	1,737.32	2,083.37	31,839.01	25,000.00	(6,839.01)	127.35%

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Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District
Financial Statement

From 6/1/2021 Through 6/30/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	100%
5346 Operations Facility Maint.	72.83	333.37	3,293.39	4,000.00	706.61	82.33%
Total Materials and Services	116,855.90	220,913.24	1,287,668.54	1,592,558.00	304,889.46	80.86%
Special Payments						
5200 STF Payments to Recipients	0.00	1,742.87	20,916.00	20,914.00	(2.00)	100.00%
5201 STIF Payments to Recipients	0.00	0.00	5,000.00	5,000.00	0.00	100.00%
Total Special Payments	0.00	1,742.87	25,916.00	25,914.00	(2.00)	100.01%
Transfers						
9100 Transfer to LGIP 5931	0.00	0.00	0.00	31,835.00	31,835.00	0.00%
9110 Transfer to Property Mgmt	0.00	0.00	135,050.00	135,050.00	0.00	100.00%
9130 Transfer to General Fund	0.00	0.00	255,854.48	930,786.00	674,931.52	27.48%
9150 Transfer to Vehicle Reserve	0.00	0.00	0.00	10,000.00	10,000.00	0.00%
9160 Transfer to NWOTA Fund	0.00	0.00	98,255.00	76,000.00	(22,255.00)	129.28%
9175 Reserve for Future Expenditure	0.00	0.00	0.00	701,835.00	701,835.00	0.00%
9180 Unappropriated Ending Fund Bal	0.00	0.00	0.00	1,020,647.00	1,020,647.00	0.00%
Total Transfers	0.00	0.00	489,159.48	2,906,153.00	2,416,993.52	16.83%
Capital Outlay						
Debt Service						
5310 Flex Lease: Principal	0.00	4,583.37	55,110.00	55,000.00	(110.00)	100.20%
5320 Flex Lease: Interest	0.00	504.13	1,512.50	6,050.00	4,537.50	25.00%
5325 PUD Loan Expense	602.58	625.00	7,230.96	7,500.00	269.04	96.41%
5337 OTIB Transit Center Loan	0.00	0.00	0.00	4,800.00	4,800.00	0.00%
5338 OTIB Debt Service	0.00	0.00	26,310.44	30,000.00	3,689.56	87.70%
Total Debt Service	602.58	5,712.50	90,163.90	103,350.00	13,186.10	87.24%
Capital Purchases						
5350 Building Repair & Renovation	0.00	2,500.00	29,659.15	30,000.00	340.85	98.86%

Monthly BOD Report w/YTD Budget & Variance

Tillamook County Transportation District
Financial Statement

From 6/1/2021 Through 6/30/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	100%
6000 Bus Replacement/Addition	0.00	0.00	387,092.58	840,000.00	452,907.42	46.08%
6010 Van Replacement/Addition	0.00	0.00	75,226.11	505,000.00	429,773.89	14.89%
6020 Computer Upgrade	0.00	416.63	97.06	5,000.00	4,902.94	1.94%
6021 Fuel Cell Triangulation Point	0.00	500.00	0.00	6,000.00	6,000.00	0.00%
6040 Bus Stop Signage/Shelters	0.00	13,750.00	8,376.40	165,000.00	156,623.60	5.07%
6050 Other Capital Projects	23,530.00	51,333.37	242,316.02	616,000.00	373,683.98	39.33%
Total Capital Purchases	23,530.00	68,500.00	742,767.32	2,167,000.00	1,424,232.68	34.28%
Total Capital Outlay	24,132.58	74,212.50	832,931.22	2,270,350.00	1,437,418.78	36.69%
Total Expenses	322,421.84	493,281.24	4,768,041.02	9,151,927.00	4,383,885.98	52.10%

NWR

Tillamook County Transportation District

Financial Statement

From 6/1/2021 Through 6/30/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	100%
Resources						
NWR Revenue	478,610.19	437,316.63	3,858,497.89	5,247,800.00	(1,389,302.11)	73.52%
NWR Reserve	0.00	0.00	213,462.30	0.00	213,462.30	0.00%
Grants - COVID	0.00	0.00	14,434.37	0.00	14,434.37	0.00%
Interest Income	0.00	0.00	100.00	0.00	100.00	0.00%
Total Resources	<u>478,610.19</u>	<u>437,316.63</u>	<u>4,086,494.56</u>	<u>5,247,800.00</u>	<u>(1,161,305.44)</u>	<u>77.87%</u>
Expenses						
Personnel Services						
Payroll: Administration	19,300.95	23,750.00	257,380.57	285,000.00	27,619.43	90.30%
Payroll: Indirect	500.00	2,500.00	8,220.88	30,000.00	21,779.12	27.40%
Payroll Expense	1,450.13	2,083.37	19,926.85	25,000.00	5,073.15	79.70%
Payroll Healthcare	8,827.92	9,166.63	99,409.55	110,000.00	10,590.45	90.37%
Payroll Retirement	1,088.06	1,250.00	14,844.33	15,000.00	155.67	98.96%
Payroll Veba	875.64	1,083.37	10,724.82	13,000.00	2,275.18	82.49%
Workers Compensation Ins.	0.00	0.00	318.42	0.00	(318.42)	0.00%
Total Personnel Services	<u>32,042.70</u>	<u>39,833.37</u>	<u>410,825.42</u>	<u>478,000.00</u>	<u>67,174.58</u>	<u>85.95%</u>
Materials and Services						
Professional Services	170.00	416.63	11,349.07	5,000.00	(6,349.07)	226.98%
Dues & Subscriptions	0.00	125.00	0.00	1,500.00	1,500.00	0.00%
Office Equipment R&R	225.22	333.37	2,713.91	4,000.00	1,286.09	67.84%
Computer R&M	857.10	1,250.00	17,298.83	15,000.00	(2,298.83)	115.32%
Fees & Licenses	24.99	1,250.00	223,637.23	465,000.00	241,362.77	48.09%
Insurance	0.00	166.63	0.00	2,000.00	2,000.00	0.00%
Office Expense	276.64	833.37	4,615.84	10,000.00	5,384.16	46.15%

Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District
Financial Statement

From 6/1/2021 Through 6/30/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	100%
Operational Expense	0.00	125.00	567.73	1,500.00	932.27	37.84%
Telephone Expense	676.75	1,666.63	21,449.01	20,000.00	(1,449.01)	107.24%
Travel & Training	0.00	416.63	182.69	5,000.00	4,817.31	3.65%
Postage	9.95	83.37	399.50	1,000.00	600.50	39.95%
Purchased Transportation	264,915.53	333,333.37	2,770,817.54	3,550,000.00	779,182.46	78.05%
Member Mileage Reimbursement	14,966.00	22,916.63	111,886.00	275,000.00	163,114.00	40.68%
Volunteer Mileage Reimburse	24,182.59	33,333.37	269,394.91	400,000.00	130,605.09	67.34%
Office Rent	400.00	400.00	4,800.00	4,800.00	0.00	100.00%
Property Operating Expense	204.99	833.37	3,506.85	10,000.00	6,493.15	35.06%
Total Materials and Services	306,909.76	397,483.37	3,442,619.11	4,769,800.00	1,327,180.89	72.18%
Total Expenses	338,952.46	437,316.74	3,853,444.53	5,247,800.00	1,394,355.47	73.43%

Tillamook County Transportation District
 Normal Trial Balance
 From 6/1/2021 Through 6/30/2021

Account Code	Account Title	Debit Balance	Credit Balance
1001	General Checking Account	306,541.23	
1006	Payroll Checking	125,933.81	
1009	NW RIDES ACCOUNT	362,218.38	
1011	Prop. Mgmt. Checking	33,681.04	
1020	LGIP - General Account	1,134,877.25	
1030	LGIP - Capital Reserve	944,548.01	
1040	Petty Cash	200.00	
Report Total		2,907,999.72	0.00
Report Difference		2,907,999.72	


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 7-2-21

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account

From 6/1/2021 Through 6/30/2021

Docume... Number	Docume... Date	Transaction Amount	Payee	Transaction Description
16370	6/8/2021	95.00	CHAD SHARP	CDL PHYSICAL
16371	6/8/2021	92.96	CLAYTON NORRBOM	BUS SHUTTLE
16372	6/8/2021	645.00	Coast Printing & Stationery	MAY 2021-MARKETING/PASSES
16372	6/8/2021	366.25	Coast Printing & Stationery	MAY 2021-MARKETING PC SHUTTLE
16373	6/8/2021	850.00	WAVE	MAY 2021
16374	6/8/2021	106.96	COMCAST	JUNE 2021
16375	6/8/2021	1,106.88	COUNTRY MEDIA	MAY 2021- RECRUITMENT
16375	6/8/2021	609.35	COUNTRY MEDIA	MAY 2021 - MEETING NOTICES
16376	6/8/2021	110.80	DOUGLAS PILANT	STAFF MEALS
16377	6/8/2021	40.00	CENTURYLINK	MAY 2021
16378	6/8/2021	290.12	Fred Meyer Customer Charges	MAY 2021
16379	6/8/2021	93.75	GISI MARKETING GROUP	MARKETING
16379	6/8/2021	554.80	GISI MARKETING GROUP	MARKETING
16380	6/8/2021	100.00	JIM BROWN	cdl physical
16381	6/8/2021	250.00	KNOWLEDGE IN MOBILITY	VAN 110 INSPECTION
16382	6/8/2021	208.78	LARRY QUINTAL	COVERED SHIFT IN SALEM FOR 3 DAYS/EXPENSES
16383	6/8/2021	25.00	MEDIX AMBULANCE	VETS GRANT
16383	6/8/2021	70.00	MEDIX AMBULANCE	VETS GRANT
16384	6/8/2021	16.00	NEW AGE CAR WASH	MAY 2021 VAN WASHES
16385	6/8/2021	34.00	NWR BROKERAGE	vets grant
16386	6/8/2021	6.00	OR DEPT OF MOTOR VEHICLES	MAY 2021 DRIVER RECORDS
16387	6/8/2021	122.84	PACIFIC CITY SUN	MAY 2021
16387	6/8/2021	122.84	PACIFIC CITY SUN	MAY 2021
16388	6/8/2021	42.23	PORTLAND GENERAL	MAY 2021
16389	6/8/2021	4,078.90	Prevailling Communications	RADIOS 308 200 201
16390	6/8/2021	98.00	RJ'S LOCK & KEY LLC	MAY 2021
16391	6/8/2021	43.68	ROGER SAUCEDO	BUS SHUTTLE
16392	6/8/2021	75,226.11	Schetky Northwest Sales, Inc.	VAN 110
16393	6/8/2021	163.20	Sheldon Oil Distributors	MAY 2021
16394	6/8/2021	810.00	Tillamook Chamber of Commerce	TILLAMOOK COAST VISITOR GUIDE
16395	6/8/2021	46.00	TILLAMOOK ELECTRONIC SUPPLY	CHARGER FOR TABLET
16395	6/8/2021	(46.00)	TILLAMOOK ELECTRONIC SUPPLY	CHARGER FOR TABLET
16396	6/8/2021	6,500.00	TRILLIUM SOLUTIONS, INC.	WEBSITE MAINTENANCE/SUPPORT
16396	6/8/2021	11,377.96	TRILLIUM SOLUTIONS, INC.	WEBSITE-NWOTA
16396	6/8/2021	812.00	TRILLIUM SOLUTIONS, INC.	MARKETING/NWOTA
16396	6/8/2021	27,264.80	TRILLIUM SOLUTIONS, INC.	WEBSITE/NWOTA
16396	6/8/2021	3,157.00	TRILLIUM SOLUTIONS, INC.	MARKETING/NWOTA
16396	6/8/2021	(6,500.00)	TRILLIUM SOLUTIONS, INC.	WEBSITE MAINTENANCE/SUPPORT
16396	6/8/2021	(11,377.96)	TRILLIUM SOLUTIONS, INC.	WEBSITE-NWOTA
16396	6/8/2021	(812.00)	TRILLIUM SOLUTIONS, INC.	MARKETING/NWOTA
16396	6/8/2021	(27,264.80)	TRILLIUM SOLUTIONS, INC.	WEBSITE/NWOTA
16396	6/8/2021	(3,157.00)	TRILLIUM SOLUTIONS, INC.	MARKETING/NWOTA
16397	6/8/2021	4,279.71	CARDMEMBER SERVICE	MAY 2021
16398	6/8/2021	99.90	VANIR BROADBAND, INC.	INCLUDES MISSED PAYMENT FOR JANUARY 2020
16399	6/8/2021	392.95	VERIZON	MAY 2021 TABLET DATA
16400	6/9/2021	539.00	ALL CLEAR AUDIO AND GLASS LLC	107 WINDSHIELD
16401	6/9/2021	19.20	Batteries Northwest	BATTERIES
16402	6/9/2021	2,249.94	FleetPride, Inc.	MAY 2021
16403	6/9/2021	134.50	KEMPS NORTH COAST TOOLS	SHOP SUPPLIES
16403	6/9/2021	76.00	KEMPS NORTH COAST TOOLS	SHOP SUPPLIES
16403	6/9/2021	18.50	KEMPS NORTH COAST TOOLS	SHOP SUPPLIES
16404	6/9/2021	4,718.06	LES SCHWAB WAREHOUSE CENTER	TIRES
16405	6/9/2021	2,994.10	LUM'S AUTO CENTER, INC.	VAN 109 ENGINE REPAIR
16405	6/9/2021	337.34	LUM'S AUTO CENTER, INC.	VAN 109 BLOWER MOTOR

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account

From 6/1/2021 Through 6/30/2021

Docume... Number	Docume... Date	Transaction Amount	Payee	Transaction Description
16406	6/9/2021	802.50	McCOY FREIGHTLINER	BUS 304 ALTERNATOR
16406	6/9/2021	320.85	McCOY FREIGHTLINER	BUS 302 COOLANT RESERVOIR
16406	6/9/2021	1,867.98	McCOY FREIGHTLINER	BUS 30 ELECTRICAL REPAIR
16407	6/9/2021	1,487.77	DAVISON AUTO PARTS, INC.	VEHICLE MAINTENANCE
16408	6/9/2021	90.17	Rosenberg Builders Supply	SHOP SUPPLIES
16409	6/9/2021	190,599.92	Schetky Northwest Sales, Inc.	BUS 308
16409	6/9/2021	190,599.92	Schetky Northwest Sales, Inc.	BUS 307
16409	6/9/2021	3,019.29	Schetky Northwest Sales, Inc.	BUS 201 ANNUAL INSPECTION
16409	6/9/2021	3,314.69	Schetky Northwest Sales, Inc.	BUS 200 ANNUAL INSPECTION
16409	6/9/2021	(1,800.00)	Schetky Northwest Sales, Inc.	CREDIT PARTS AND SERVICE BUS 308
16409	6/9/2021	(1,800.00)	Schetky Northwest Sales, Inc.	CREDIT PARTS AND SERVICE BUS 307
16410	6/9/2021	236.17	Tillamook Motor Co.	VAN 102 COOLANT LEAK
16411	6/9/2021	132.00	Traffic Safety Supply	SHOP SUPPLIES
16412	6/9/2021	27,264.80	TRILLIUM SOLUTIONS, INC.	WEBSITE/NWOTA
16412	6/9/2021	3,157.00	TRILLIUM SOLUTIONS, INC.	MARKETING/NWOTA
16412	6/9/2021	11,377.96	TRILLIUM SOLUTIONS, INC.	WEBSITE-NWOTA
16412	6/9/2021	812.00	TRILLIUM SOLUTIONS, INC.	MARKETING/NWOTA
16415	6/9/2021	123.00	WEST COAST EXHAUST	BUS 206
16415	6/9/2021	82.00	WEST COAST EXHAUST	BUS 201
16415	6/9/2021	82.00	WEST COAST EXHAUST	VAN 109
16415	6/9/2021	82.00	WEST COAST EXHAUST	BUS 200
16415	6/9/2021	82.00	WEST COAST EXHAUST	BUS 207
16415	6/9/2021	410.00	WEST COAST EXHAUST	BUS 32
16415	6/9/2021	82.00	WEST COAST EXHAUST	VAN 106
16415	6/9/2021	82.00	WEST COAST EXHAUST	BUS 29
16415	6/9/2021	82.00	WEST COAST EXHAUST	BUS 28
16415	6/9/2021	82.00	WEST COAST EXHAUST	VAN 31
16415	6/9/2021	205.00	WEST COAST EXHAUST	BUS 32
16415	6/9/2021	41.00	WEST COAST EXHAUST	VAN 202
16415	6/9/2021	123.00	WEST COAST EXHAUST	BUS 303
16415	6/9/2021	82.00	WEST COAST EXHAUST	BUS 204
16415	6/9/2021	205.00	WEST COAST EXHAUST	BUS 304
16415	6/9/2021	246.00	WEST COAST EXHAUST	VAN 202
16415	6/9/2021	177.00	WEST COAST EXHAUST	BUS 201
16415	6/9/2021	123.00	WEST COAST EXHAUST	VAN 108
16415	6/9/2021	82.00	WEST COAST EXHAUST	VAN 102
16415	6/9/2021	328.60	WEST COAST EXHAUST	BUS 32
16415	6/9/2021	96.30	WEST COAST EXHAUST	BUS 200
16415	6/9/2021	164.00	WEST COAST EXHAUST	BUS 304
16415	6/9/2021	205.00	WEST COAST EXHAUST	BUS 300
16415	6/9/2021	328.00	WEST COAST EXHAUST	VAN 106
16415	6/9/2021	164.00	WEST COAST EXHAUST	BUS 301
16415	6/9/2021	82.00	WEST COAST EXHAUST	VAN 104
16415	6/9/2021	164.00	WEST COAST EXHAUST	BUS 302
16415	6/9/2021	82.00	WEST COAST EXHAUST	BUS 18
16416	6/9/2021	382.50	SHANNON WAKEMAN	DMV REGISTRATION 110 307 308
16417	6/9/2021	287.46	ALSCO - Portland Linen	MATT SERVICE MAY 2021
16418	6/9/2021	2,025.00	KDEP-FM/KTIL-FM/KTIL-AM	MAY 2021 RECRUITMENT
16419	6/9/2021	1,311.51	Marie Mills Center, Inc	MAY 2021 JANITORIAL TRANSIT CENTER
16420	6/9/2021	300.00	OTTER ROCK RADIO	RECRUITMENT
16421	...0/2021	141.00	Petty Cash Clerk	PETTY CASH
16422	...9/2021	100.00	BIO-MED TESTING SERVICE, INC.	JUNE 2021 DRUG SCREENING
16423	...9/2021	246.79	Advance Auto Parts	JUNE 2021
16424	...9/2021	12,187.66	CARSON OIL CO INC	MAY 2021
16424	...9/2021	12,272.97	CARSON OIL CO INC	JUNE 2021
16425	...9/2021	90.00	CRYSTAL AND SIERRA SPRINGS	JUNE 2021

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account

From 6/1/2021 Through 6/30/2021

Docume... Number	Docume... Date	Transaction Amount	Payee	Transaction Description
16426	...9/2021	91.84	DANIELLE AMAYA	MILEAGE
16427	...9/2021	29.68	DAVID WHEELER	MILEAGE
16428	...9/2021	94.88	CENTURYLINK	JUNE 2021
16429	...9/2021	144.21	Fred Meyer Customer Charges	JUNE 2021
16430	...9/2021	50.00	Gary A. Hanenkrat	JUNE 2021
16431	...9/2021	581.80	GenXsys Solutions, LLC	JUNE 2021
16431	...9/2021	2,142.90	GenXsys Solutions, LLC	JUNE 2021
16432	...9/2021	360.00	GISI MARKETING GROUP	VISITOR GUIDE ADVERTISEMENT
16433	...9/2021	2,070.00	INNOVA LEGAL ADVISORS	JUNE 2021 LEGAL/TRANSIT CENTER
16434	...9/2021	498.06	J. J. Keller & Associates, Inc	PRE TRIP BOOKS
16435	...9/2021	50.00	JACKIE EDWARDS	JUNE 2021
16436	...9/2021	50.00	JIM HUFFMAN	JUNE 2021
16437	...9/2021	23,530.00	JNB MECHANICAL, INC.	HVAC
16438	...9/2021	5,406.00	JORDAN SCHRADER RAMIS, PC	JUNE 2021 LEGAL/PROPANE/CHAMPION APTS
16438	...9/2021	1,972.00	JORDAN SCHRADER RAMIS, PC	JUNE 2021 LEGAL
16439	...9/2021	50.00	JUDY RIGGS	JUNE 2021
16440	...9/2021	59.78	KEMPS NORTH COAST TOOLS	DOUBLE BALL WRENCH/SHOP SUPPLIES
16440	...9/2021	17.75	KEMPS NORTH COAST TOOLS	ADAPTOR/SHOP SUPPLIES
16441	...9/2021	50.00	Linda Adler	JUNE 2021
16442	...9/2021	3,200.00	LUM'S AUTO CENTER, INC.	VAN 109 ENGINE REPAIR
16443	...9/2021	50.00	MARTY HOLM	JUNE 2021
16444	...9/2021	791.13	McCOY FREIGHTLINER	BUS 30 BELTS/RERPAIRS
16445	...9/2021	50.00	MELISSA CARLSON-SWANSON	JUNE 2021
16446	...9/2021	98.63	MOREL INK	BUSINESS CARDS
16447	...9/2021	115.00	North Coast Lawn	MAY 2021
16447	...9/2021	115.00	North Coast Lawn	JUNE 2021
16448	...9/2021	50.00	North Coast Citizen	ANNUAL SUBSCRIPTION
16449	...9/2021	1,039.22	NORTHSIDE FORD	bus 30 annual inspection
16450	...9/2021	52.50	Office Depot Credit Plan	JUNE 2021
16450	...9/2021	55.87	Office Depot Credit Plan	JUNE 2021
16450	...9/2021	7.82	Office Depot Credit Plan	JUNE 2021
16450	...9/2021	62.14	Office Depot Credit Plan	JUNE 2021
16450	...9/2021	69.82	Office Depot Credit Plan	JUNE 2021 OFFICE SUPPLIES
16451	...9/2021	41.25	Oregon State Police	JUNE 2021
16452	...9/2021	349.26	Pacific Office Automation	TCTD COPIES
16453	...9/2021	41.87	PORTLAND GENERAL	JUNE 2021
16454	...9/2021	225.22	Pacific Office Automation	JUNE 2021 COPIER LEASE
16455	...9/2021	100.00	PORT OF TILLAMOOK BAY	bus storage rent
16456	...9/2021	169.61	ROCKWEST TRAINING CO	cpr training materials
16457	...9/2021	1,860.93	Schetky Northwest Sales, Inc.	BUS 28 ANNUAL DOT INSPECTION
16457	...9/2021	1,990.19	Schetky Northwest Sales, Inc.	BUS 302 ANNUAL INSPECTION
16457	...9/2021	(511.47)	Schetky Northwest Sales, Inc.	CREDIT FOR BUS 201
16458	...9/2021	6,111.00	SPECIAL DISTRICTS INS. SERVICE	ADD 110 307 308 AUTO INSURANCE
16459	...9/2021	34.40	SHANNON WAKEMAN	MEALS/MEETING
16459	...9/2021	59.45	SHANNON WAKEMAN	POSTAGE AND MEALS
16460	...9/2021	25.16	Tillamook Motor Co.	VAN 31
16460	...9/2021	16.82	Tillamook Motor Co.	van 31
16461	...9/2021	42.16	Tillamook PUD	JUNE 2021
16461	...9/2021	30.67	Tillamook PUD	JUNE 2021
16462	...9/2021	492.00	WEST COAST EXHAUST	BUS 303
16462	...9/2021	164.00	WEST COAST EXHAUST	BUS 205
16462	...9/2021	287.00	WEST COAST EXHAUST	BUS 306
16462	...9/2021	324.00	WEST COAST EXHAUST	VAN 105

Report Total

622,013.01

Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking

From 6/1/2021 Through 6/30/2021

<u>Document Number</u>	<u>Document Date</u>	<u>Payee</u>
5641	6/4/2021	HRA VEBA TRUST
5642	6/28/2021	JENNIFER WRIGHT
5643	6/29/2021	PACIFIC SOURCE
5644	6/29/2021	ATU LOCAL #757
5645	6/29/2021	SPECIAL DISTRICTS INS. SERVICE

Tillamook County Transportation District

Check/Voucher Register
1009 - NW RIDES ACCOUNT
From 6/1/2021 Through 6/30/2021

Docume... Number	Docume... Date	Transaction Amount	Payee	Transaction Description
3071	6/8/2021	470.72	AAA RIDE ASSIST	provider transportation
3072	6/8/2021	664.73	WAVE	MAY 2021
3073	6/8/2021	54.85	CENTURYLINK	MAY 2021
3074	6/8/2021	6,900.75	COLUMBIA MEDICAL	MAY 2021
3075	6/8/2021	14,971.62	RYANS TRANSPORTATION SERVICE	MAY 2021
3076	6/8/2021	12,820.00	TILLAMOOK CNTY TRANS. DIST.	MAY 2021
3077	6/8/2021	21,115.39	TILLAMOOK CNTY TRANS. DIST.	MAY 2021 PAYROLL AND BENEFITS
3078	6/8/2021	273.99	CARDMEMBER SERVICE	MAY 2021
3079	6/8/2021	1,120.40	WILLAMETTE VALLEY TRANSPORT	MAY 2021
3080	6/9/2021	615.17	TILLAMOOK CNTY TRANS. DIST.	MAY 2021 RENT / UTILITY
3081	...6/2021	2,442.24	JANNA SMITH	VOLUNTEER MIELAGE
3082	...6/2021	3,152.88	JOHN REKART JR	VOLUNTEER MIELAGE
3083	...6/2021	3,589.60	KANDIS LIDAY	VOLUNTEER MIELAGE
3084	...6/2021	875.67	KARRI HOOKER	VOLUNTEER MIELAGE
3085	...6/2021	288.96	LEANN CHUINARD	VOLUNTEER MIELAGE
3086	...6/2021	206.00	MEDIX AMBULANCE	AFTER HOURS PHONES
3087	...6/2021	3,465.56	SEAN REKART	VOLUNTEER MIELAGE
3088	...6/2021	1,593.12	VAL HOLYOAK	VOLUNTEER MIELAGE
3089	...6/2021	2,373.60	WILLIAM NERENBERG	VOLUNTEER MIELAGE
3090	...9/2021	2,616.00	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3090	...9/2021	1,719.76	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3090	...9/2021	2,607.44	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3090	...9/2021	2,856.12	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3090	...9/2021	2,238.92	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3091	...9/2021	6,826.50	COLUMBIA COUNTY RIDER	PROVIDER TRANSPORTATION
3092	...9/2021	116.73	CRYSTAL AND SIERRA SPRINGS	JUNE 2021
3093	...9/2021	857.10	GenXsys Solutions, LLC	JUNE 2021
3094	...9/2021	170.00	JORDAN SCHRADER RAMIS, PC	JUNE 2021 LEGAL/NWR
3095	...9/2021	5,065.50	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3096	...9/2021	6,136.90	K & M MEDIVAN	PROVIDER TRANSPORTATION
3096	...9/2021	7,059.95	K & M MEDIVAN	PROVIDER TRANSPORTATION
3096	...9/2021	6,572.75	K & M MEDIVAN	PROVIDER TRANSPORTATION
3096	...9/2021	7,275.90	K & M MEDIVAN	PROVIDER TRANSPORTATION
3097	...9/2021	7,193.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3098	...9/2021	6,172.70	METRO WEST	PROVIDER TRANSPORTATION
3099	...9/2021	1,281.25	MTN RETREAT SECURE TRANSPORT	PROVIDER TRANSPORTATION
3100	...9/2021	54.93	Pacific Office Automation	NWR COPIES
3101	...9/2021	225.22	Pacific Office Automation	JUNE 2021 COPIER LEASE
3102	...9/2021	11,086.18	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3102	...9/2021	12,310.32	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3103	...9/2021	1,456.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3103	...9/2021	875.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3103	...9/2021	1,493.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3103	...9/2021	1,072.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3103	...9/2021	1,722.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3103	...9/2021	700.00	SUNSET EMPIRE TRANSIT	may bus passes
3104	...9/2021	8,180.50	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3105	...9/2021	10,361.00	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3106	...9/2021	9,264.25	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3107	...9/2021	10,051.50	WAPATO SHORES	PROVIDER TRANSPORTATION
3107	...9/2021	12,071.00	WAPATO SHORES	PROVIDER TRANSPORTATION
3108	...0/2021	32,042.70	TILLAMOOK CNTY TRANS. DIST.	JUNE PAYROLL/BENEFITS

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT

From 6/1/2021 Through 6/30/2021

<u>Docume... Number</u>	<u>Docume... Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
Report Total		256,727.37		

Tillamook County Transportation District

Check/Voucher Register

1011 - Prop. Mgmt. Checking

From 6/1/2021 Through 6/30/2021

<u>Docume... Number</u>	<u>Docume... Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4399	6/8/2021	700.00	CHRISSY'S CLEANING SERVICE	MAY 2021 JANITORIAL
4400	6/8/2021	355.76	TILLAMOOK CITY UTILITIES	WATER SEWER MAY 2021
4401	6/8/2021	167.95	CITY SANITARY SERVICE	MAY 2021
4402	6/9/2021	483.79	Marie Mills Center, Inc	MAY 2021 JANITORIAL
4403	...9/2021	197.50	Clark's Plumbing	UNCLOGGED KITHCEN SINK
4404	...9/2021	425.00	North Coast Lawn	MAY 2021
4404	...9/2021	425.00	North Coast Lawn	JUNE 2021
4405	...9/2021	<u>1,526.67</u>	Tillamook PUD	JUNE 2021 LOAN AND ELECTRIC
Report Total		<u>4,281.67</u>		



June 2021 Statement

Open Date: 05/26/2021 Closing Date: 06/23/2021

Account: 790



Visa® Company Card with Rewards
TILLAMOOK CNTY TRANS (CPN 001469460)

Cardmember Service 8 1-866-552-8855
BUS 30 ELN 8 15

New Balance	\$4,864.11
Minimum Payment Due	\$49.00
Payment Due Date	07/22/2021

Reward Points	
Earned This Statement	2,505
Reward Center Balance	8,303
as of 06/22/2021	
For details, see your rewards summary.	

Activity Summary		
Previous Balance	+	\$4,553.70
Payments	-	\$4,553.70 ^{CR}
Other Credits		\$0.00
Purchases	+	\$4,864.11
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$4,864.11
Past Due		\$0.00
Minimum Payment Due		\$49.00
Credit Line		\$10,000.00
Available Credit		\$5,135.89
Days in Billing Period		29

Payment Options:



Mail payment coupon with a check

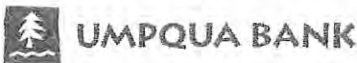


Pay online at myaccountaccess.com



Pay by phone 1-866-552-8855

Please detach and send coupon with check payable to: Cardmember Service CPN 001469460



0047985100535077900000049000004864116

24-Hour Cardmember Service: 1-866-552-8855

- to pay by phone
- to change your address

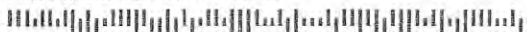
Account Number	J
Payment Due Date	7/22/2021
New Balance	\$4,864.11
Minimum Payment Due	\$49.00

Amount Enclosed \$ _____

000032580 01 SP 000638859861261 P Y

TILLAMOOK CNTY TRANS
ACCOUNTS PAYABLE
3600 3RD ST STE A
TILLAMOOK OR 97141-2730

Cardmember Service
P.O. Box 790408
St. Louis, MO 63179-0408



What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335.

In your letter or call, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. While we investigate whether or not there has been an error, the following are true:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Important Information Regarding Your Account

INTEREST CHARGE: Method of Computing Balance Subject to Interest Rate: We calculate the periodic rate or interest portion of the **INTEREST CHARGE** by multiplying the applicable Daily Periodic Rate ("**DPR**") by the Average Daily Balance ("**ADB**") (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest on each category. We determine the **ADB** separately for the Purchases, Advances and Balance Transfer categories. To get the **ADB** in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the **ADB** of your account that accrues interest and will reduce the amount of credit available to you. To the extent credit insurance charges, overlimit fees, Annual Fees, and/or Travel Membership Fees may be applied to your Account, such charges and/or fees are not included in the **ADB** calculation for Purchases until the first day of the billing cycle following the date the credit insurance charges, overlimit fees, Annual Fees and/or Travel Membership Fees (as applicable) are charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the **ADB** calculation.

Payment Information: You must pay us in U.S. Dollars with checks or similar payment instruments drawn on a financial institution located in the United States. We will also accept payment in U.S. Dollars via the Internet or phone or previously established automatic payment transaction. We may, at our option, choose to accept a payment drawn on a foreign financial institution. However, you will be charged and agree to pay any collection fees required in connection with such a transaction. The date you mail a payment is different than the date we receive that payment. The payment date is the day we receive your check or money order at Cardmember Service, P.O. Box 790408, St. Louis, MO 63179-0408 or the day we receive your electronic or phone payment. All payments by check or money order accompanied by a payment coupon and received at this payment address will be credited to your Account on the day of receipt if received by 5:00 p.m. CT on any banking day. Mailed payments that do not include the payment coupon and/or are mailed to a different address will be processed within banking days of receipt and credited to your Account on the day of receipt. In addition, if you mail your payment without a payment coupon or to an incorrect address, it may result in a delayed credit to your Account, additional **INTEREST CHARGES**, fees, and possible suspension of your Account. Internet and telephone payment options are available, and crediting times vary (but generally must be made before 5:00 p.m. CT to 8 p.m. CT depending on what day and how the payment is made). If you are making an internet or telephone payment, please contact Cardmember Service for times specific to your Account and your payment option. Banking days are all calendar days except Saturday, Sunday and federal holidays. Payments due on a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. There is no prepayment penalty if you pay your balance at any time prior to your payment due date.

Credit Reporting: We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.


Visa Business Rewards Company Card
Rewards Center Activity as of 06/22/2021

Rewards Center Activity*	-85,000
Rewards Center Balance	8,303

*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	1,983	19,836
Gas, Restaurants & Telecom Double Points	522	5,570
Total Earned	2,505	25,406

For rewards program inquiries and redemptions, call 1-888-229-8864 from 8:00 am to 10:00 pm (CST) Monday through Friday, 8:00 am to 5:30 pm (CST) Saturday and Sunday. Automated account information is available 24 hours a day, 7 days a week.

Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Speed through checkout while earning rewards with PayPal. Go to the Mobile App or manage your account online. Link your card to PayPal today.

We have added Mobile Authentication and Cellular Phone Contact Policy to and made changes to the Arbitration Agreement in your account agreement. Please visit card.myaccountaccess.com/agreementchanges to review. If you have any questions, call the number on the back of your card.

Account Security is very important to you and to us. When you use your Card to make a purchase, particularly over the phone or online, you may be asked to provide a card security code, sometimes called a CVV. This information is used to help confirm that it is you using the Card and that the Card is authentic.

Transactions		PILANT,DOUGLAS		Credit Limit \$5000	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
05/28	05/27	5445	SQ *THE FISH PEDDLER A Bay City OR	\$47.83	_____
05/28	05/27	8741	VIRTUALPOSTMAIL.COM 909-235-6245 CA	\$25.00	_____
06/01	05/29	8290	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$40.00	_____
06/01	05/30	7806	FRED-MEYER #0377 TILLAMOOK OR	\$32.97	_____
06/03	06/03	3820	FACEBK CBG3Z4XPR2 650-5434800 CA	\$39.38	_____
06/14	06/12	3339	GARIBALDI PORTSIDE BIS GARIBALDI OR	\$49.50	_____
Total for Account				\$234.68	

Transactions		BOND,CATHY			Credit Limit	\$2500
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
Purchases and Other Debits						
06/03	06/02	1782	ENDICIA 800-576-3279 CA	\$9.95	_____	
06/07	06/05	0066	ADOBE ACROPRO SUBS 408-536-6000 CA	\$24.99	_____	
06/11	06/09	0953	Award Specialties Hillsboro OR	\$15.00	_____	
Total for Account				\$49.94		

Transactions		WELCH,TABATHA			Credit Limit	\$2500
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
Purchases and Other Debits						
05/26	05/25	8733	STK*Shutterstock 866-6633954 NY	\$224.00	_____	
05/28	05/27	8489	USPS PO 4083680269 TILLAMOOK OR	\$19.55	_____	
05/28	05/27	7755	UDEMY ONLINE COURSES HTTPSWWW.UDEM CA	\$14.99	_____	
06/01	05/31	1288	INDEED 203-564-2400 CT	\$503.60	_____	
06/01	05/31	3638	FACEBK RQ6ZA5BRG2 650-5434800 CA	\$10.83	_____	
06/01	05/28	8350	SQ *SARASOTA'S Tillamook OR	\$42.00	_____	
06/02	06/01	9683	INDEED 203-564-2400 CT	\$14.21	_____	
06/04	06/02	0889	WERNER GOURMET MEAT SN TILLAMOOK OR	\$18.90	_____	
06/09	06/08	1918	SQ *SARASOTA'S Tillamook OR	\$27.00	_____	
06/10	06/08	6360	TLF*SUNFLOWER FLATS FL TILLAMOOK OR	\$50.00	_____	
06/10	06/09	7678	AMZN Mktp US*2X0075PE0 Amzn.com/bill WA	\$141.09	_____	
06/14	06/13	2283	HLU*Hulu 1934589744079 HULU.COM/BILL CA	\$64.99	_____	
06/16	06/15	5827	ENDICIA 800-576-3279 CA	\$24.99	_____	
06/18	06/17	9324	Amazon Prime*211972FK0 Amzn.com/bill WA	\$12.99	_____	
06/21	06/18	7336	MAIN STREET PIZZA TILLAMOOK OR	\$2.25	_____	
06/21	06/18	7369	MAIN STREET PIZZA TILLAMOOK OR	\$27.90	_____	
06/21	06/19	6961	IFIT.COM 877-803-5332 WWW.IFIT.COM UT	\$396.00	_____	
06/21	06/18	8066	USPS STAMPS ENDICIA 888-434-0055 DC	\$100.00	_____	
Total for Accoun				\$1,695.29		

Transactions		OLSON,BRENT			Credit Limit	\$3000
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
Purchases and Other Debits						
06/03	06/01	0842	NPI/RAM MOUNTS 206-763-8361 WA	\$2,619.80	_____	
Total for Account				\$2,619.80		


Transactions NORRBOM,CLAYTON Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
05/26	05/25	8432	PP*TRANSPORTWI TILLAMOOK OR	\$190.00	_____
06/01	05/27	8372	GRATEFUL BREAD BAKER PACIFIC CITY OR	\$28.40	_____
06/07	06/04	9680	TILLAMOOK ELECTRONICS TILLAMOOK OR	\$46.00	_____
Total for Account				\$264.40	

Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
06/10	06/10	9	PAYMENT THANK YOU	\$273.99CR	_____
06/10	06/10	9	PAYMENT THANK YOU	\$4,279.71CR	_____
Total for Account				\$4,553.70CR	

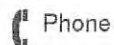
2021 Totals Year-to-Date	
Total Fees Charged in 2021	\$0.00
Total Interest Charged in 2021	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	12.24%	
**PURCHASES	\$4,864.11	\$0.00	YES	\$0.00	12.24%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	23.99%	

Contact Us

Phone
 Voice: 1-866-552-8855
 TDD: 1-888-352-6455
 Fax: 1-866-807-9053

Questions
 Cardmember Service
 P.O. Box 6353
 Fargo, ND 58125-6353

Mail payment coupon with a check
 Cardmember Service
 P.O. Box 790408
 St. Louis, MO 63179-0408

Online
myaccountaccess.com



June 2021 Statement

Open Date: 05/26/2021 Closing Date: 06/23/2021

Page 1 of 2
Account: 4798 5100 5351 2022



Visa® Company Card with Rewards
TILLAMOOK CNTY TRANS
CATHY BOND (CPN 001469460)

Cardmember Service ☎ 1-866-552-8855
BUS 30 ELN 15

New Balance	\$0.00
Minimum Payment Due	\$0.00
Payment Due Date	07/22/2021

Activity Summary

Previous Balance		\$0.00
Payments		\$0.00
Other Credits		\$0.00
Purchases	+	\$49.94
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$0.00
Past Due		\$0.00
Minimum Payment Due		\$0.00
Credit Line		\$2,500.00
Available Credit		\$2,500.00
Days in Billing Period		29

Payment Options:



Mail payment coupon
with a check



Pay online at
myaccountaccess.com



Pay by phone
1-866-552-8855

This is not a bill, do not remit payment.

CPN 001469460



THIS IS NOT A BILL.

24-Hour Cardmember Service: 1-866-552-8855

- ☎ . to pay by phone
- ☎ . to change your address

000023027 01 SP 000638859851708 P Y

TILLAMOOK CNTY TRANS
CATHY BOND
3600 3RD ST STE A
TILLAMOOK OR 97141-2730



This memo statement only reflects the current activity on your account. An invoice has been sent to the applicable central billing account for the company.

Thank you.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335.

In your letter or call, give us the following information:

- ▶ Account information: Your name and account number.
- ▶ Dollar amount: The dollar amount of the suspected error.
- ▶ Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. While we investigate whether or not there has been an error, the following are true:
 - ▶ We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - ▶ The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - ▶ While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - ▶ We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Important Information Regarding Your Account

1. INTEREST CHARGE: Method of Computing Balance Subject to Interest Rate: We calculate the periodic rate or interest portion of the **INTEREST CHARGE** by multiplying the applicable Daily Periodic Rate ("**DPR**") by the Average Daily Balance ("**ADB**") (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the **ADB** separately for the Purchases, Advances and Balance Transfer categories. To get the **ADB** in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the **ADB** of your Account that accrues interest and will reduce the amount of credit available to you. To the extent credit insurance charges, overlimit fees, Annual Fees, and/or Travel Membership Fees may be applied to your Account, such charges and/or fees are not included in the **ADB** calculation for Purchases until the first day of the billing cycle following the date the credit insurance charges, overlimit fees, Annual Fees and/or Travel Membership Fees (as applicable) are charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the **ADB** calculation.

2. Payment Information: You must pay us in U.S. Dollars with checks or similar payment instruments drawn on a financial institution located in the United States. We will also accept payment in U.S. Dollars via the Internet or phone or previously established automatic payment transaction. We may, at our option, choose to accept a payment drawn on a foreign financial institution. However, you will be charged and agree to pay any collection fees required in connection with such a transaction. The date you mail a payment is different than the date we receive that payment. The payment date is the day we receive your check or money order at Cardmember Service, P.O. Box 790408, St. Louis, MO 63179-0408 or the day we receive your electronic or phone payment. All payments by check or money order accompanied by a payment coupon and received at this payment address will be credited to your Account on the day of receipt if received by 5:00 p.m. CT on any banking day. Mailed payments that do not include the payment coupon and/or are mailed to a different address will be processed within 5 banking days of receipt and credited to your Account on the day of receipt. In addition, if you mail your payment without a payment coupon or to an incorrect address, it may result in a delayed credit to your Account, additional **INTEREST CHARGES**, fees, and possible suspension of your Account. Internet and telephone payment options are available, and crediting times vary (but generally must be made before 5:00 p.m. CT to 8 p.m. CT depending on what day and how the payment is made). If you are making an internet or telephone payment, please contact Cardmember Service for times specific to your Account and your payment option. Banking days are all calendar days except Saturday, Sunday and federal holidays. Payments due on a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. There is no prepayment penalty if you pay your balance at any time prior to your payment due date.

3. Credit Reporting: We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.



TILLAMOOK CNTY TRANS
CATHY BOND (CPN 001469460)

Cardmember Service 1-866-552-8855



Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

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We have added Mobile Authentication and Cellular Phone Contact Policy to and made changes to the Arbitration Agreement in your account agreement. Please visit card.myaccountaccess.com/agreementchanges to review. If you have any questions, call the number on the back of your card.

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Transactions

Purchases and Other Debits

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
06/03	06/02	1782	ENDICIA 800-576-3279 CA	\$9.95	_____
06/07	06/05	0066	ADOBE ACROPRO SUBS 408-536-6000 CA	\$24.99	_____
06/11	06/09	0953	Award Specialties Hillsboro OR	\$15.00	_____
TOTAL THIS PERIOD				\$49.94	

2021 Totals Year-to-Date	
Total Fees Charged in 2021	\$0.00
Total Interest Charged in 2021	\$0.00

Company Approval

(This area for use by your company)

Signature/Approval: _____

Accounting Code: _____

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	0.00%	
**PURCHASES	\$0.00	\$0.00	YES	\$0.00	0.00%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	0.00%	

UMPQUA BANK: CLOSING DATE 06/23/21

Date	Vendor	Description of Transaction	Amount
DOUG PILANT			
05/27/21	Fish Peddler	Meals/Meeting Doug and James Paul	\$ 47.83
05/27/21	virtualpostmail.com	Postage	\$ 25.00
05/29/21	Zoom.com	Virtual Meeting Software/Equipment	\$ 40.00
05/30/21	Fred-Meyer	Office Supplies	\$ 32.97
06/03/21	Facebook	Marketing	\$ 39.38
06/12/21	Garibaldi Portside Bistro	Meals/Meeting Doug, Jackie	\$ 49.50
			\$ 234.68
CATHY BOND			
06/05/21	Adobe AcroPro	Adobe Software - NWR	\$ 24.99
06/02/21	Endicia	Postage NWR	\$ 9.95
06/09/21	Award Specialties	Board Plaques	\$ 15.00
			\$ 49.94
BRENT OLSON			
06/03/21	NPI/Ram Mounts	Tablet Mounts in Buses	\$ 2,619.80
			\$ 2,619.80
TABATHA WELCH			
05/25/21	Shutterstock	Marketing/Subscriptions	\$ 224.00
05/28/21	USPS	Postage	\$ 19.55
05/28/21	UDEMY Online Courses	Training/Education	\$ 14.99
06/01/21	Indeed	HR/ Job Postings	\$ 503.60
06/01/21	Facebook	Marketing	\$ 10.83
06/01/21	Sarasotas	Employee Appreciation	\$ 42.00
06/02/21	Indeed	HR/ Job Postings	\$ 14.21
06/04/21	Werners	Auditors Meeting/Lunch	\$ 18.90
06/09/21	Sarasotas	Board Expense	\$ 27.00
06/10/21	Sunflower Flats	Board Expense	\$ 50.00
06/10/21	Amazon	Office/ Kitchen Supplies	\$ 141.09
06/14/21	Hulu	Monthly Cable Bill	\$ 64.99
06/16/21	Endicia	Postage	\$ 24.99
06/18/21	Amazon	Prime Membership	\$ 12.99
06/21/21	Main St Pizza	Meetings/Meals	\$ 2.25
06/21/21	Main St Pizza	Meetings/Meals	\$ 27.90
06/21/21	ifit.com	Annual Wellness Center Subscription	\$ 396.00
06/21/21	USPS Endicia	Postage	\$ 100.00
			\$ 1,695.29
CLAYTON NORRBOM			
05/26/21	Transport Wisdom	CDL Test Fee- Chad Sharp	\$ 190.00
06/01/21	Grateful Bread	Training Lunch- Danielle- PC Shuttle setup	\$ 28.40
06/07/21	Tillamook Electronics	Operations Expense	\$ 46.00
			\$ 264.40
		STATEMENT TRUE UP	\$ -
		ADDITIONAL PAYMENT MADE	\$ -
		Charges total	\$ 4,864.11
		Grand Total	\$ 4,864.11



APPROVAL

7-7-21
DATE

Tillamook County Transportation District

MONTHLY PERFORMANCE REPORT

June 2021

RIDERSHIP BY SERVICE TYPE	JUNE 2021	JUNE 2020	YTD FY 20-21	YTD FY 19-20	YTD % Change
<u>Dial-A-Ride Service</u>					
Tillamook County	959	755	10,001	10,932	-8.5%
NW Rides	536	387	5,932	7,245	-18.1%
Dial-A-Ride Total	1,495	1,142	15,933	18,177	-12.3%
<u>Deviated Fixed Route Service</u>					
Rt 1: Town Loop	2,578	2,542	31,777	39,612	-19.8%
Rt 2: Netarts/Oceanside	532	413	5,835	7,312	-20.2%
Rt 3: Manzanita/Cannon Beach	2,159	2,018	23,824	32,139	-25.9%
Rt 4: Lincoln City	1,057	830	9,936	14,908	-33.4%
Local Fixed Rt Total	6,326	5,803	71,372	93,971	-24.0%
<u>Intercity Service</u>					
Rt 5: Portland	671	396	5,573	7,998	-30.3%
Rt 60X: Salem	734	628	7,539	9,598	-21.5%
Rt 70X: Grand Ronde	326	297	3,496	4,302	-18.7%
Inter City Total	1,731	1,321	16,608	21,898	-24.2%
<u>Other Services</u>					
Tripper Routes	4	7	445	976	-54.4%
Special Bus Operations	424	143	1,115	1,470	-24.1%
Other Services Total	428	150	1,560	2,446	-36.2%
TOTAL ALL SERVICES	9,980	8,416	105,473	136,492	-22.7%

ONE-WAY TRIPS BY USER GROUP					
	Fixed		YTD	YTD	YTD %
USER GROUP	Route	DAR	FY 20-21	FY 19-20	Change
General (18 years to 60 years of age)	5,005	239	56,010	73,867	-24.2%
Senior/Disabled	2,809	1,196	42,376	52,890	-19.9%
Child/Youth (less than 18 years of age)	671	60	7,086	9,735	-27.2%
Total	8,485	1,495	105,473	136,492	-22.7%
OTHER RIDER CATEGORIES					
	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 20-21	FY 19-20	Change
Ride Connection	109		797	811	-1.7%
Tillamook Bay Community College	109		1,619	2,202	-26.5%
NWOTA Visitor Pass	158		938	1,316	-28.7%
NW Rides		497	5,351	6,550	-18.3%
Helping Hands Shuttle		38	468	1,406	-66.7%

MONTHLY PERFORMANCE

Service Month	Passengers per Hour	Farebox Ratio	Operating Cost per Hour
---------------	---------------------	---------------	-------------------------

Dial-A-Ride Services

Jun-20	1.6	53.7%	77.89
Mar-21	1.5	50.9%	86.63
Apr-21	1.5	53.1%	84.22
May-21	1.5	55.8%	85.14
Jun-21	1.5	56.2%	82.13
STANDARD	1.3	65.3%	56.36

Deviated Fixed Routes

Jun-20	5.3	7.3%	77.42
Mar-21	3.9	4.6%	87.16
Apr-21	3.9	5.3%	84.64
May-21	4.0	5.5%	82.55
Jun-21	4.0	5.6%	82.38
STANDARD	7.0	12.4%	64.60

Intercity Services

Jun-20	2.5	13.8%	87.42
Mar-21	1.7	8.4%	99.36
Apr-21	1.7	8.7%	97.68
May-21	1.8	9.0%	94.30
Jun-21	1.9	9.3%	94.38
STANDARD	2.9	31.5%	72.86

Other Services

Jun-20	4.8	7.9%	67.48
Mar-21	2.7	1.1%	74.49
Apr-21	2.7	1.5%	72.59
May-21	2.8	1.5%	71.39
Jun-21	3.0	1.2%	71.52
STANDARD	6.9	10.7%	67.00

Dial-a-Ride includes Central, North and South Counties Dial-A-Ride Services
 Deviated Fixed Routes: 1 Town Loop, 2 Oceanside, 3 Manzanita/Cannon Beach, 4 Lincoln City
 Intercity Routes: 5 Portland, 60X Coastal Connector, 70X Salem/Grand Ronde
 Other Services: Trippers and Special Bus Operations

QUARTERLY PERFORMANCE

Service Quarter	Passengers per Hour	Farebox Ratio	Operating Cost per Hour	Cost per Passenger
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Dial-A-Ride Services

Spring - 20	1.6	53.5%	78.13	49.99
Summer -20	1.5	40.7%	85.48	56.33
Fall - 20	1.5	44.9%	87.54	57.57
Winter - 21	1.5	53.1%	84.22	55.13
Spring - 21	1.5	56.2%	82.13	53.47
STANDARD	1.4	59.1%	55.82	39.83

Deviated Fixed Route Services

Spring - 20	5.3	7.2%	77.65	14.74
Summer -20	4.1	5.2%	86.13	20.96
Fall - 20	3.9	4.6%	88.26	22.43
Winter - 21	3.9	5.3%	84.64	21.43
Spring - 21	4.0	5.6%	82.38	20.58
STANDARD	6.7	12.2%	67.93	10.19

Intercity Services

Spring - 20	2.5	13.4%	90.07	36.50
Summer -20	3.1	19.1%	81.60	25.95
Fall - 20	1.7	8.6%	100.43	58.29
Winter - 21	1.7	8.7%	97.68	56.02
Spring - 21	1.9	9.3%	95.20	51.19
STANDARD	2.9	31.9%	74.93	25.92

Other Services

Spring - 20	4.8	7.8%	67.68	14.11
Summer -20	2.4	0.2%	77.05	32.18
Fall - 20	2.4	0.2%	77.05	32.17
Winter - 21	2.7	1.5%	72.59	27.05
Spring - 21	3.0	1.2%	71.52	24.11
STANDARD	11.6	28.9%	63.59	5.50

Year-to-Date Statistics and Performance

Tillamook County Transportation District
Actual FY 2020/2021

Route/Run	Thru June 2021				7/9/2021												
	YTD Fare Revenue (\$)	YTD Passngrs	YTD Service Hours	YTD Paid Hours	YTD Service Miles	Mileage Based Costs	Hourly Based Costs (\$)	Direct Cost (\$)	Indirect Costs (\$)	Total Costs (\$)	Hourly Rate (\$)	Passngrs per Hour	Farebox Ratio	Passngr/ \$ Subsidy	Average Fare (\$)	Revenue/ Service Hour (\$)	
<u>Dial-A-Ride Service</u>																	
Dial-A-Ride	42,717	10,001	4,257	5,378	79,702	53,454	190,756	11,400	74,426	330,037	77.53	2.3	12.9%	0.03	4.27	10.03	
NW Rides	439,761	5,932	6,242	8,170	168,438	112,988	279,686	16,715	119,197	528,565	84.68	1.0	83.2%	0.07	74.13	70.46	
Total DAR	482,478	15,933	10,499	13,548	248,140	166,423	470,442	28,115	193,623	858,603	81.78	1.5	56.2%	0.04	30.28	45.96	
<u>Deviated Route</u>																	
01 Town Loop	24,466	31,777	4,587	5,213	62,554	41,954	205,530	12,283	75,636	335,403	73.13	6.9	7.3%	0.10	0.77	5.33	
02 Netarts/Oceanside	6,822	5,835	2,415	3,251	53,214	35,690	108,203	6,486	43,780	194,138	80.40	2.4	3.5%	0.03	1.17	2.83	
03 Manzanita	32,785	23,824	6,607	7,240	171,443	114,984	296,050	17,693	124,833	553,560	83.79	3.6	5.9%	0.05	1.38	4.96	
04 Lincoln City	18,504	9,936	4,225	5,006	141,723	95,051	189,309	11,314	86,091	381,765	90.36	2.4	4.8%	0.03	1.86	4.38	
Total Deviated Route	82,577	71,372	17,833	20,710	428,934	287,678	799,091	47,756	330,341	1,464,866	82.14	4.0	5.6%	0.05	1.16	4.63	
<u>Intercity</u>																	
05 Portland	53,207	5,573	3,548	3,873	113,668	76,235	168,467	9,500	71,250	325,453	91.74	1.6	16.3%	0.02	9.55	15.00	
60X Salem	20,047	7,539	3,284	4,034	132,375	88,782	155,968	8,796	71,264	324,810	98.89	2.3	6.2%	0.02	2.66	6.10	
70X Grand Ronde	5,722	3,496	2,099	2,637	73,011	48,967	99,686	5,622	43,283	197,558	94.11	1.7	2.9%	0.02	1.64	2.73	
Total Intercity	78,976	16,608	8,931	10,544	319,055	213,984	424,121	23,917	185,798	847,820	94.93	1.9	9.3%	0.02	4.76	8.84	
<u>Other Services</u>																	
Trippers	446	445	129	302	1,403	941	5,784	346	2,058	9,128	70.72	3.4	4.9%	0.05	1.00	3.46	
Special Bus Operation	0	1,115	397	418	4,663	3,128	17,785	1,063	6,398	28,373	71.49	2.8	0.0%	0.04	0.00	0.00	
Total Other Services	446	1,560	526	720	6,066	4,068	23,569	1,409	8,455	37,501	71.30	3.0	1.2%	0.04	0.29	0.85	
Total TCTD Services	644,477	105,473	37,789	45,522	1,002,194	672,153	1,717,224	101,197	718,217	3,208,791	84.91	2.79	20.1%	0.04	6.11	17.05	
										Total Mileage, Labor & Direct Cost		2,490,574		28.8%			

Tillamook County Transportation District
FY19/20 to FY 20/21

Year to Date Performance Comparison

Route/Run	Thru June 2021			Thru June 2021			Thru June 2021			Thru June 2021										
	19/20	20/21	Amount Diff	Percent Diff	19/20	Passngr /Hour	Passngr /Hour	Amount Diff	Percent Diff	19/20	Farebox Ratio	Farebox Ratio	Amount Diff	Percent Diff	19/20	Average Fare	Average Fare	Amount Diff	Percent Diff	
Dial-A-Ride Service																				
Dial-A-Ride	72.17	77.53	5.35	7.4%	2.6	2.3	-0.2	-8.3%	10.6%	12.9%	2.3%	21.7%	3.00	4.27	1.28	42.6%				
NW Rides	81.20	84.68	3.48	4.3%	1.0	1.0	0.0	-3.4%	75.9%	83.2%	7.3%	9.7%	62.61	74.13	11.52	18.4%				
Total DAR	77.89	81.78	3.89	5.0%	1.6	1.5	0.0	-2.9%	53.7%	56.2%	2.5%	4.7%	26.76	30.28	3.53	13.2%				
Deviated Route																				
01 Town Loop	68.50	73.13	4.63	6.8%	8.6	6.9	-1.6	-19.1%	8.7%	7.3%	-1.4%	-16.5%	0.70	0.77	0.07	10.2%				
02 Netarts/Oceanside	75.78	80.40	4.62	6.1%	3.0	2.4	-0.6	-20.4%	4.4%	3.5%	-0.9%	-21.0%	1.11	1.17	0.06	5.3%				
03 Manzanita	79.06	83.79	4.73	6.0%	4.9	3.6	-1.3	-26.1%	8.0%	5.9%	-2.0%	-25.6%	1.29	1.38	0.09	6.6%				
04 Lincoln City	85.57	90.36	4.79	5.6%	3.5	2.4	-1.2	-33.5%	6.4%	4.8%	-1.6%	-24.7%	1.56	1.86	0.31	19.6%				
Total Deviated Route	77.42	82.14	4.73	6.1%	5.3	4.0	-1.3	-24.0%	7.3%	5.6%	-1.6%	-22.5%	1.07	1.16	0.09	8.2%				
Intercity																				
05 Portland	84.29	91.74	7.45	8.8%	2.3	1.6	-0.7	-30.5%	25.2%	16.3%	-8.8%	-35.0%	9.38	9.55	0.16	1.7%				
60X Salem	91.32	98.89	7.57	8.3%	2.9	2.3	-0.6	-21.9%	8.8%	6.2%	-2.6%	-29.5%	2.72	2.66	-0.06	-2.2%				
70X Grand Ronde	86.61	94.11	7.50	8.7%	2.1	1.7	-0.4	-19.4%	3.4%	2.9%	-0.5%	-15.5%	1.44	1.64	0.20	13.9%				
Total Intercity	87.42	94.93	7.51	8.6%	2.5	1.9	-0.6	-24.5%	13.8%	9.3%	-4.5%	-32.6%	4.90	4.76	-0.15	-3.0%				
Other Services																				
Trippers	65.92	70.72	4.80	7.3%	6.5	3.4	-3.0	-46.6%	6.7%	4.9%	-1.9%	-27.5%	0.69	1.00	0.31	45.6%				
Special Bus Operation	68.14	71.49	3.35	4.9%	4.1	2.8	-1.3	-31.4%	8.3%	0.0%	-8.3%	-100.0%	1.39	0.00	-1.39	-100.0%				
Total Other Services	67.48	71.30	3.82	5.7%	4.8	3.0	-1.8	-38.1%	7.9%	1.2%	-6.7%	-84.9%	1.11	0.29	-0.82	-74.2%				
Total Other Services	79.71	84.91	5.20	6.5%	3.5	2.8	-0.7	-20.5%	22.5%	20.1%	-2.4%	-10.7%	5.11	6.11	1.00	19.7%				

Description	YTD Through June 2021			
	19/20	20/21	Amount Difference	Percent Difference
Mileage	1,036,289	1,002,194	(34,095)	-3.3%
Mileage Based Costs	701,085	672,153	(28,933)	-4.1%
Hourly Based Costs	1,761,809	1,717,224	(44,585)	-2.5%
Direct Costs	635,128	718,217	83,090	13.1%
Overhead Costs				
Total Costs	3,098,022	3,107,594	9,572	0.3%

Special Bus Operation Calculation Cost		Hourly Rate Calculation:	
Cost per mile calculation:	Plus 45.8%	Actual Hourly Rate	\$ 37.72
	Actual Overhead	Plus Direct Costs	3.2%
	Profit	Hourly Rate	\$ 38.91
		Plus Overhead	28.8%
		Hourly Rate	\$ 50.13
		Plus Profit	10.0%
			\$ 55.15

nwCONNECTOR

Coordinating Committee **Zoom** Meeting

July 16, 2021

Tillamook County Transportation District

3600 3rd St

Tillamook, OR

10:00 am—12:00 pm

Join Zoom Meeting:

<https://us02web.zoom.us/j/84555318692>

1 253 215 8782

Meeting ID: 845 5531 8692

Agenda

10:00— 10:05a	1. Introductions. Welcome to Sarah Lu Heath.	Doug Pilant
10:05— 10:25a	2. Consent Calendar (Action Items) <ul style="list-style-type: none"> ▪ June 18, 2021 Meeting Minutes (Attached) ▪ June 2021 Financial Report (Attached) ▪ Ridership Tracking 	Doug Pilant/All
10:25— 10:30a	3. Election of 2021—2022 NWOTA Officers 4. Transition of Sarah Lu Heath to NWOTA Administrative Support	Doug Pilant/All
10:30— 11:00a	5. NWOTA Standing Items <ul style="list-style-type: none"> ▪ Marketing: <ul style="list-style-type: none"> – Visitor Pass/Information Card Update – Facebook Statistics 📌 Website <ul style="list-style-type: none"> – Trip Planner Update 	Mary Mc Trillium Trillium
11:00— 11:30	6. Calculating Average Passenger Miles Update	Carole Richardson
11:30— 11:45	7. Bus Stop Grant Update	Doug Pilant/All
11:45— 12:00a	8. Other Business and Member Updates	Doug Pilant/All

Attachments:

June 18, 2021 Meeting Minutes

June Financial Report

NWOTA meetings are open to the public and accommodations will be provided to persons with disabilities. If a sign language interpreter is needed, please call Mary McArthur at 503.397-3099 at least 48 hours prior to the meeting.

www.nwconnector.org



Tillamook County
Transportation
District



Columbia
County
Rider



Lincoln
County
Transit



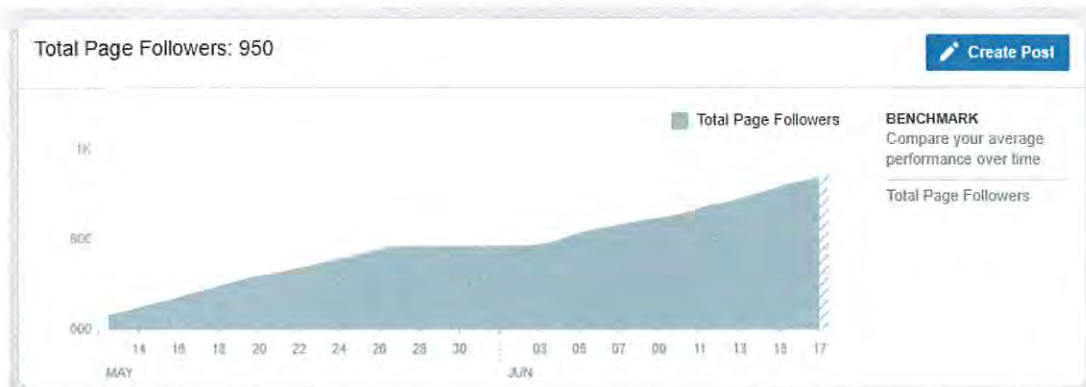
Benton
Area
Transit



Sunset Empire
Transportation
District

NW Oregon Transit Alliance (NWOTA)
Coordinating Committee Meeting Minutes (via Zoom)
June 18, 2021
Tillamook County Transportation District
Tillamook, OR

1. Introductions: Doug Pilant, Coordinating Committee Chair, opened the meeting. Mary introduced Sarah Lu Heath as the new Col-Pac NWOTA Coordinator. The partners welcomed her to NWOTA. Other meeting attendees included:
 - Brad Dillingham—Benton Area Transit
 - Paul Lewicki—Sunset Empire Transportation District
 - Doug Pilant, Shannon Wakeman—Tillamook County Transportation District
 - Cynda Bruce—Lincoln County Transit
 - Arla Miller—ODOT
 - Juliet Eldred—Trillium Transit
 - Ayreann Colombo, Sarah Lu Heath, Mary McArthur—Col-Pac EDD
2. Consent Calendar: Unanimously approved. (CB/BD)
 - May 14, 2021 Meeting Minutes—No changes.
 - May 2021 Financial Report—Changes: Receipt of \$1,500 in partner contributions and payment of the website updating and marketing invoices.
 - Ridership Performance Report—Ridership continues to come back.
 - Calculating Average Passenger Miles Progress—Mary reported. The current model using is from the original David Evans Association modeling. ODOT grants ask for specific information, eg, reduction in greenhouse gases. Current method of collecting data oversimplifies the number of cars being replaced. TCTD has done surveys on their NWConnector routes, but additional survey would be needed, hopefully a smaller, easy to administer survey. Done over several weeks. Being careful not to duplicate rider surveys. Caution not to overburden with extra work needed to collect the required information. Having difficulty getting people to even apply as drivers. Whatever we need to do, must be sustainable in terms of the amount of time needed. What we have now is pretty simple, don't want this to become too much of a chore. But need to be competitive when apply for grants, and this data is critical. Initially may want to do seasonally for a couple of weeks, and then do it more intermittently.
3. NWOTA Standing Items:
 - Website/Facebook—Two ads going. Almost 1,000 followers. Tripled the follower count in only a few months, which is showing success. Also talking to the Eugene transit connecting to Amtrak. Best thing partners could do is let Juliet know of things to post/repost from other Facebook pages. Juliet's email address is Juliet@TrilliumTransit.com
 - NW Connector Facebook Metrics - June 2021
 - Page Followers
 - Page Followers as of 6/17/21: 950
 - Page followers as of 5/21/21: 733
 - Page Followers as of 4.15.21: 395
 - Page followers as of 3.17.21: 348
 - Page followers as of 2.17.21 (before paid promotion): 305



- Website—Expect a report in July. Question: Is there a procedure/process for filing rider complaints? Can it be done via the NWConnector website. SETD and Lincoln County have complaint procedures. TCTD has a process, but nothing written down. Similar for Benton Area Transit. Cynda and Paul will send there's out to all the partners. RLS requires all providers have a complaint system. All partners have Title 6 systems with a complaint form that an "other" category can be added to. NWConnector needs to have something set up. Can add, "weekends and evenings will be responded to the next business day."
 - Visitor Pass/Information Card—Shannon mailed Cynda's out yesterday. All others have received their passes and cards.
4. GermFogger Disinfecting Equipment Update
Sounds like the equipment will be ready to send out soon. With the amount of funding involved, and the federal source of funding, it will be important to document the deliveries through individual invoices and tracking that the correct equipment is received. Equipment is shipped directly to each partner. Mary will follow up with KettleWorks. Also get information from them on solution vendors, solution mixing vessels.
5. Bus Stop Grant Update
Arla is working on getting operating grant contracts out. If run out of time will work on getting pre-award costs covered. The bus stop grant is a capital grant, so it is a second priority. Working with Jamey Dempster on getting Environmental Exemptions for the 3 approved bus stops, which ODOT will pay for. Thanks to Arla for all the work she had done on these contracts.
6. Other Business and Partner Updates
- Benton Area Transit—Brad reported on re-shaping the schedule for the Coast to Valley route, cutting the fare by 50%, coordinating with Cynda.
https://www.co.benton.or.us/sites/default/files/fileattachments/public_works/page/2639/2021-05-26_ctv_public_schedule_phase_i.pdf Finished BAT rebrand. Overhauled a few local services/routes to make more efficient. Next biennium will be something of re-start.
 - SETD—Paul reported that they are on the eve of some major schedule changes, particular for Summer runs: Adding more time to the day time loops and longer recovery times. Working on improving on-time performance. Waiting for CARES Act funded buses, so will add more capacity to Hwy 101 route. Also having trouble getting drivers. NWConnector route to Portland ridership is improving.
 - Lincoln County—Working on drug and alcohol desk reviews. Currently in the middle of union negotiations, and expect to wrap it up today. Looking at hiring wages and bonuses. Will be a

two-year contract given the uncertainties going forward. Fast food restaurants are starting at \$18/hr. Expect all wages are going to have to increase. Pleased with the Coast to Valley. Brad has taken the lead with the printed schedules, look of the marketing materials and getting the information posted onto the websites. Thanks to Brad.

- Tillamook County—Agree with the driver shortage. Really getting to a critical point. Have picked up a couple of new drivers. Brent has moved to Tri-Met to do training. He has been replaced by the Neah-kah-nie School District Transportation Manager. Completed Fare Policy Analysis which the Board adopted. In the process of implementing the Fare Policy for Dial-A-Ride. Converting to a base fare plus mileage system. People can ride anywhere in the County. Travel won't be restricted by zones, nor will the purpose of their trip. Base + first 5 miles will be free. Seniors will get a reduced rate. Next month will start planning for third trip to Portland. Expanded the Pacific City Shuttle to 3 days plus Memorial Day. High ridership. Purchased the Ecolane deviated fixed route model. Use a tablet to record the number getting on and off at each bus stop. Will help automate some of the survey data.
- ODOT—Arla reported that there may be some efforts to see if the extra \$300/week unemployment can be stopped sooner than the end of September. Sarah Lu reported that some states are converting the extra unemployment pay to hazard pay that employers can offer new hires.

Look to do an in-person meeting soon.

Recorded: Mary McArthur, Col-Pac EDD and NWOTA Coordinator

Tillamook County Transportation District
Financial Statement

From 6/1/2021 Through 6/30/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	100%
Resources						
Working Capital	3500	0.00	0.00	80,000.00	(80,000.00)	0.00%
NWOTA Partner Cont. Match	4225	0.00	42,000.00	42,000.00	0.00	100.00%
Transfer From General Fund	4911	0.00	12,000.00	12,000.00	0.00	100.00%
Transfer from STIF Fund	4918	0.00	86,255.00	64,000.00	22,255.00	134.77%
Total Resources	<u>0.00</u>	<u>0.00</u>	<u>140,255.00</u>	<u>198,000.00</u>	<u>(57,745.00)</u>	<u>70.84%</u>
Expenses						
Materials and Services						
Professional Services	5100	0.00	227.20	5,250.00	5,022.80	4.32%
Administrative Support	5101	0.00	15,904.84	25,000.00	9,095.16	63.61%
Website Maintenance	5102	0.00	6,500.00	7,500.00	1,000.00	86.66%
Marketing	5190	663.50	8,043.50	35,000.00	26,956.50	22.98%
Website Re-Design	5191	11,969.50	78,468.26	75,000.00	(3,468.26)	104.62%
Transit Access Project	5196	0.00	2,487.83	0.00	(2,487.83)	0.00%
Travel & Training	5220	0.00	416.63	5,000.00	5,000.00	0.00%
Total Materials and Services	<u>12,633.00</u>	<u>12,729.13</u>	<u>111,631.63</u>	<u>152,750.00</u>	<u>41,118.37</u>	<u>73.08%</u>
Transfers						
Transfer to General Fund	9130	0.00	3,000.00	3,000.00	0.00	100.00%
Unappropriated Ending Fund Bal	9180	0.00	0.00	42,250.00	42,250.00	0.00%
Total Transfers	<u>0.00</u>	<u>0.00</u>	<u>3,000.00</u>	<u>45,250.00</u>	<u>42,250.00</u>	<u>6.63%</u>
Total Expenses	<u>12,633.00</u>	<u>12,729.13</u>	<u>114,631.63</u>	<u>198,000.00</u>	<u>83,368.37</u>	<u>57.89%</u>

Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Thursday, June 17, 2021 – 6:00PM
Transportation Building
3600 Third Street, Tillamook, OR
Meeting Minutes



1. Call to Order: Board Chair James Huffman called the meeting to order at 6:00pm.
2. Pledge of Allegiance
3. Roll Call:

Present

TCTD Board of Directors (all Directors attended virtually)

Jim Huffman, Board Chair
Marty Holm, Vice Chair
Gary Hanenkrat, Treasurer
Melissa Carlson-Swanson, Director *Joined at 6:34pm*
Linda Adler, Secretary
Jackie Edwards, Director
Judy Riggs, Director

TCTD Staff

Doug Pilant, General Manager (in person)
Tabatha Welch, Finance Supervisor (in person)
Cathy Bond, NW Rides Brokerage Manager (in person)
Shannon Wakeman, Admin Assistant/ Board Clerk (in person)

Absent

Guest

Larry Stevens, citizen from Tillamook *Left at 6:15*
Dee Cherry, citizen from Cloverdale *Left at 6:15*
Chris Kell, citizen from Tillamook
Mary Johnson, citizen from Rockaway
Kathy Kleczek, representing NW Transportation Options

4. Announcements and Changes to Agenda: Revised Agenda was distributed.
5. Public & Guest Comments:
 - a. Larry Stevens from Tillamook requested a copy of the District's complaint procedures.
 - b. Dee Cherry from Cloverdale commented on the volunteer driver program for Dial-A-Ride and requested a route expansion for the Pacific City Shuttle.
 - c. Kathy Kleczek, Northwest Transportation Options Representative mentioned their new bike safety advertising program.

These minutes contain materials which paraphrase and/or summarize statements made during this meeting. Only text enclosed in quotation marks report a speaker's exact words.

6. Executive Session: None

PUBLIC HEARING

7. Public Hearing to receive public comment on the TCTD FY 2021-22 Budget: Board Chair Huffman opened the public hearing at 6:14pm. No comments were received. Public comments closed at 6:15pm.

REPORTS

8. Financial Report: GM Pilant reviewed the May 2021 financial reports. Director Adler asked why the District is paying for a HULU subscription? General Manager Pilant explained that we cancelled Dish and offer HULU in breakroom.

9. Service Measure Performance Report: GM Pilant provided overview of YTD operations performance measures.

10. Northwest Oregon Transit Alliance: GM Pilant reviewed the June NWOTA meeting agenda, minutes, and finance report with the board.

11. Planning & Development:

a. Fare Policy: GM Pilant said the District is now moving forward with fare policy implementation for new Dial-A-Ride fares starting July 1.

Chair Huffman asked for clarification on whether the hospital pays the cost for the ride when patient is discharged and asked if this was a new policy or something that had been in place. General Manager Pilant explained that the hospital pays for the ride, and that the policy has been in place for a long time.

b. Deviated Fixed Route/ADA Fare Policy – GM Pilant said that the new Demand Response Policy will be ready for board review and approval at the July meeting. He also mentioned that the District is updating deviated fixed route policy changes.

c. Champion Park Appartements : No update.

12. Grant Funding: GM Pilant indicated that several grants are on the docket to be approved on tonight's agenda and expressed his gratitude to Arla at DOT for her assistance getting the grant documents prepared in time for the meeting.

13. Facility/Property Management:

a. HVAC System: GM Pilant gave the update that the new system will be installed soon, and that the District will receive a partial reimbursement from insurance.

b. Downtown Transit Center: Easement documents have not yet been signed.

c. Propane Fueling Facility: Moving ahead as planned.

14. NW Ride Brokerage: NW Rides Brokerage Manager Bond gave an update on brokerage operations.

15. Miscellaneous:

- GM Pilant mentioned that it's time for the annual board training, which will be scheduled in coming months. Chair Huffman requested that this discussion be

These minutes contain materials which paraphrase and/or summarize statements made during this meeting. Only text enclosed in quotation marks report a speaker's exact words.

moved to the agenda for discussion in July, indicating that he would likely be okay with this as a special meeting.

CONSENT CALENDAR

16. Motion to Approve the Minutes of the May 12, 2021 Budget Committee Meeting
17. Motion to Approve the Minutes of May 20, 2021 Regular Board Meeting
18. Motion to Accept the TCTD May 2021 Financial and Service Reports

Director Adler had the following corrections to the May 20, 2021 Regular Board Meeting Minutes:

1. Item 15: Director Adler would like it clarified that General Manager Pilant's letter in response to Pat Patterson was used by the current sitting chair of the TAC.
2. Item 18: When she was saying she wanted the bylaws updated to include termination of committee members, she wanted it to include causes of derogatory or subordinate statements to current Board members or committee members. Director Adler also expressed that she would like to make arrangement to amend the TAC bylaws.

Motion by Director Holm to adopt the consent calendar with proposed changes. *Motion Secoded* by Director Adler.

Motion Passed

By Directors Hanenkrat, Holm, Carlson-Swanson, Edwards, Adler, Riggs, and Board Chair Huffman.

ACTION ITEMS

19. Motion to Approve Resolution #21-21 *In the Matter of Authorizing the Expenditure of Additional Grant Revenues for Fiscal Year 2020-2021.*

GM Pilant explained the Resolution to the Board. **Motion** by Director Holm to Approve Resolution #21-21. *Motion Secoded* by Director Riggs.

MOTION PASSED

By Directors Hanenkrat, Holm, Carlson-Swanson, Edwards, Adler, Riggs, and Board Chair Huffman.

20. Motion to Approve Resolution #21-22 *In the Matter of Authorizing the General Manager to Execute a Personal Services Agreement with Chrissy's Cleaning Service.*

GM Pilant explained the Resolution to the Board. **Motion** by Director Riggs to Approve Resolution #21-22. *Motion Secoded* by Director Edwards.

MOTION PASSED

By Directors Hanenkrat, Holm, Carlson-Swanson, Edwards, Adler, Riggs, and Board Chair Huffman.

21. Motion to Approve Resolution #21-23 *Authorizing the General Manager to Execute ODOT Section 5305 Planning Grant Agreement No. 35137.*

These minutes contain materials which paraphrase and/or summarize statements made during this meeting. Only text enclosed in quotation marks report a speaker's exact words.

GM Pilant explained the Resolution to the Board. **Motion** by Director Riggs to Approve Resolution #21-23. *Motion Seconded* by Director Adler.

MOTION PASSED

By Directors Hanenkrat, Holm, Carlson-Swanson, Edwards, Adler, Riggs, and Board Chair Huffman.

22. Motion to Approve Resolution #21-24 *Authorizing the General Manager to Execute ODOT Section 5310 Grant Agreement No. 35193.*

GM Pilant explained the Resolution to the Board. **Motion** by Director Holm to Approve Resolution #21-24. *Motion Seconded* by Director Carlson-Swanson.

MOTION PASSED

By Directors Hanenkrat, Holm, Carlson-Swanson, Edwards, Adler, Riggs, and Board Chair Huffman.

23. Motion to Approve Resolution #21-25 *Authorizing the General Manager to Execute ODOT Section 5311(f) Grant Agreement No. 35116 for Intercity Services.*

GM Pilant explained the Resolution to the Board. Chair Huffman asked if the Tribes provide half of the money. General Manager Pilant confirmed that yes, they provide all of the local match money. Director Adler asks if they contribute to the cost of administrative services. General Manager Pilant responded that yes; the District bills them the fully allocated cost, so the District provides zero subsidy. **Motion** by Director Riggs to Approve Resolution #21-25. *Motion Seconded* by Director Edwards.

MOTION PASSED

By Directors Hanenkrat, Holm, Carlson-Swanson, Edwards, Adler, Riggs, and Board Chair Huffman.

24. Motion to Approve Resolution #21-26 *Authorizing the General Manager to Enter into an MOU with the Confederated Tribes of Grand Ronde Indians for Intercity Bus Service.*

GM Pilant explained the Resolution to the Board. **Motion** by Director Holm to Approve Resolution #21-26. *Motion Seconded* by Director Carlson-Swanson.

MOTION PASSED

By Directors Hanenkrat, Holm, Carlson-Swanson, Edwards, Adler, Riggs, and Board Chair Huffman.

25. Motion to Approve Resolution #21-27 *Authorizing the General Manager to Enter into an MOU with the Confederated Tribes of the Siletz Indians for Intercity Bus Service.*

GM Pilant explained the Resolution to the Board. **Motion** by Director Riggs to Approve Resolution #21-27. *Motion Seconded* by Director Carlson-Swanson.

MOTION PASSED

By Directors Hanenkrat, Holm, Carlson-Swanson, Edwards, Adler, Riggs, and Board Chair Huffman.

26. Motion to Approve Resolution #21-28 *Authorizing the General Manager to Enter into an MOU with the Confederated Tribes of Grand Ronde Indians for Intercity Bus Service.*

GM Pilant explained the Resolution to the Board. **Motion** by Director Holm to Approve Res Resolution #21-28. *Motion Seconded* by Director Edwards.

MOTION PASSED

By Directors Hanenkrat, Holm, Carlson-Swanson, Edwards, Adler, Riggs, and Board Chair Huffman.

27. Motion to Approve Resolution #21-29 *In the Matter of Authorizing the General Manager to Execute ODOT Section 5311 Grant Agreement No. 34998.*

GM Pilant explained the Resolution to the Board. **Motion** by Director Riggs to Approve Res Resolution #21-29. *Motion Seconded* by Director Edwards.

MOTION PASSED

By Directors Hanenkrat, Holm, Carlson-Swanson, Edwards, Adler, Riggs, and Board Chair Huffman.

28. Motion to Approve Resolution #21-30 *Authorizing the General Manager to Execute ODOT Special Transportation Fund Grant Agreement No. 34964.*

GM Pilant explained the Resolution to the Board. **Motion** by Director Riggs to Approve Res Resolution #21-30. *Motion Seconded* by Director Holm.

MOTION PASSED

By Directors Hanenkrat, Holm, Carlson-Swanson, Edwards, Adler, Riggs, and Board Chair Huffman.

29. Motion to Approve Resolution #21-31 *Authorizing the General Manager to Execute a STIF Formula Agreement with Marie Mills Center to Provide Special Transportation Services.*

GM Pilant explained the Resolution to the Board. **Motion** by Director Adler to Approve Resolution #21-31. *Motion Seconded* by Director Hanenkrat.

MOTION PASSED

By Directors Hanenkrat, Holm, Carlson-Swanson, Edwards, Adler, Riggs, and Board Chair Huffman.

30. Motion to Approve Resolution #21-32 *Authorizing the General Manager to Execute ODOT Section 5311(f) Grant Agreement No. 35117 for Intercity Services.*

GM Pilant explained the Resolution to the Board. **Motion** by Director Holm to Approve Resolution #21-32. *Motion Seconded* by Director Riggs.

MOTION PASSED

By Directors Hanenkrat, Holm, Carlson-Swanson, Edwards, Adler, Riggs, and Board Chair Huffman.

31. Motion to Approve Resolution #21-33 *In the Matter of Adopting the Budget, Making Appropriations, Levying Taxes, and Categorizing Taxes for FY 2021-2022.*

GM Pilant explained the Resolution to the Board. Director Adler asked if the levy has always been \$0.20 or if it had been \$0.10 cents before. General Manager Pilant and Chair Huffman responded that the levy has always been \$0.20. **Motion** by Director Holm to Approve Res Resolution #21-33. *Motion Seconded* by Director Hanenkrat.

MOTION PASSED

By Directors Hanenkrat, Holm, Carlson-Swanson, Edwards, Adler, Riggs, and Board Chair Huffman.

DISCUSSION ITEMS

- 32. Staff Comments/Concerns: The staff thanked Director Edwards for her service to the District.
- 33. Board of Directors Comments/Concerns: General discussion on if it was possible to return to in-person meetings. Director Adler requested that a less formal board retreat be considered. Director Edwards expressed her gratitude to the District and addressed personal comments to each Director.
- 34. Adjournment: Board Chair Huffman adjourned the meeting at 7:21pm.

These minutes approved this 22nd day of July, 2021.

ATTEST:

Board Chair

Doug Pilant, General Manager

**BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**Authorizing the General
Manager to Execute ODOT Section
5311 Grant Agreement No. 35084**)
)
)

RESOLUTION NO. 21-34

WHEREAS, the Northwest Oregon Transit Alliance (“NWOTA”) Coordinating Committee wishes to create Americans with Disabilities Act (“ADA”)-accessible infrastructure for established stops along the NW Connector route, and support local transit routes; and

WHEREAS, Tillamook County Transportation District (“TCTD”) serves as fiscal agent for NWOTA; and

WHEREAS, TCTD has received a grant from the Oregon Department of Transportation (“ODOT”) under Section 5311 of the Federal Transit Act of 1964, as amended, which grant is memorialized in ODOT Grant Agreement No. 35084; and

WHEREAS, ODOT allocated funding to the District for design, purchase, construction, and installation of approximately three bus passenger shelters, three bus route signs including sign posts, and three amenities to support the transportation needs of the general public and seniors and individuals with disabilities; and

WHEREAS, the TCTD Board of Directors wishes to authorize the General Manager to execute ODOT Grant Agreement No. 35084 in the amount of \$598,035 on behalf of TCTD to create ADA-accessible infrastructure as herein described.

NOW, THEREFORE, BE IT RESOLVED by the Tillamook County Transportation District Board of Directors:

that the General Manager is hereby authorized to accept and execute ODOT Grant Agreement No. 35084 in the amount of \$598,035 on behalf of the Tillamook County Transportation District, to provide approximately three bus passenger shelters, three bus route signs including sign posts, and three amenities to support the transportation needs of the general public and seniors and individuals with disabilities.

INTRODUCED AND ADOPTED this 22nd day of July 2021.

ATTEST:

By: _____
Board Chair

By: _____
Doug Pilant, General Manager

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Tillamook County Transportation District**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2025** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.332(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available

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: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$747,544.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$598,035.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall 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 State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient'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. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.**
 - i. Recovery of Misexpended Funds or Nonexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
 - ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

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

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

of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit

of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

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

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

- i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
- iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
- iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html

- c. **Subagreement indemnity; insurance**

- i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
- ii. **Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to**

pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. All procurement transactions are conducted in a manner providing full and open competition;
 - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Additional requirements**
 - i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
 - ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
 - iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
 - iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
 - v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before

operating a State-funded vehicle.

- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
 - vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Public Transportation Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transportation Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Public Transportation Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Public Transportation Division, were shown as the first security interest holder.
 - viii. Recipient shall bear the cost of insuring assets purchased under this Agreement.
 - ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
 - x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.
- f. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. 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 make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, 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; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the

approval of State.

- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, 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.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
 - i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 - ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. 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.
 - iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient 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 Recipient 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

c. Indemnification.

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

d. Recovery of Misexpended Funds and Unexpended Funds.

e. Insurance. Recipient shall meet the insurance requirements within Exhibit C.

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

g. Responsibility for Grant Funds. Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

h. Duplicate Payment. Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

i. No Third Party Beneficiaries. State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

j. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to

State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- k. **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 State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- l. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- m. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- n. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- o. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- p. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- q. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- r. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c.,

8 and 11.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

SIGNATURE PAGE TO FOLLOW

Tillamook County Transportation District,
by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Doug Pilant
3600 Third Street, Suite A
Tillamook, OR 97141-0188
1 (503) 842-3115
dpilant@tillamookbus.com

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 07/02/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 05/21/2021

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: 5311 Tillamook County Transportation District 35084				
<i>NWConnector Transit Access Project: Phase 2 -- Construction.</i>				
Item #1: Passenger Shelters				
	Total	Grant Amount	Local Match	Match Type(s)
	\$727,544.00	\$582,035.00	\$145,509.00	Local
Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$20,000.00	\$16,000.00	\$4,000.00	Local
Sub Total	\$747,544.00	\$598,035.00	\$149,509.00	
Grand Total	\$747,544.00	\$598,035.00	\$149,509.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects.

The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.

The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.

This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

Provide funding to design, purchase, construct and install, approximately three bus passenger shelters, three bus route signs including sign posts, and three amenities to support the transportation needs of the general public and seniors and individuals with disabilities. The stops in this project are located in Clatsop, Lincoln and Tillamook counties.

The purpose of the project is to provide shelter from weather, passenger amenities such as benches for the comfort and convenience of riders, and signage for transit route information.

Eligible expenses are: associated services, permits, permissions, and equipment needed to put the passenger shelters, signs, and amenities into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections. Architecture, Design, Engineering, Planning, and Preparation services and permits, clearly needed to proceed with the project, are eligible reimbursable expenses.

A Documented Categorical Exclusion worksheet or Categorical Exclusion worksheet may

be submitted to State to establish a historical benchmark. State-funded shelters, signs, or amenities projects must comply with state and local procurement and construction rules.

PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient will submit final design, site plans and associated maps showing shelter, sign, and amenity locations. Recipient will submit certification attesting to any applicable permits, inspections, or other requirements prior to final payment. State may perform an on-site inspection or request photos of installations prior to final payment.

- a. Recipient shall procure, and hire a consultant to finalize design work of stop projects.*
- b. Recipient shall procure, and hire a general contractor/project manager who will be able to perform or supervise the following:
 - Project Management
 - Final design consultation with consultant, and ODOT Development and Review.
 - Work with local cities, or ODOT for all construction permits, as well right of way permits.
 - Construction and construction oversight, to stay on time and budget.*
- c. Recipient shall contact local jurisdictions to confirm stop locations, design of stops, and that stops are agreeable between transit agencies, and local jurisdictions. Recipient shall send local jurisdictions agreeability to State for files. State shall transmit agreeability of local jurisdictions to contractor completing Documented Categorical Exclusion for Federal Transit Administration for approval.*
- d. Recipient shall require Project Manager/Contractor to work with ODOT Senior Transportation Planner, from Region 2, Astoria for assistance in Right of Way permitting where applicable.*
- e. Recipient shall require Project Manager/Contractor to submit reports to Recipient regarding progress of project. Recipient shall work with Project Manager/Contractor to determine if weekly, bi-weekly, or monthly reports are acceptable.*
- f. Recipient shall attach reports submitted by Project Manager/Contractor quarterly to reimbursement for this agreement.*

By accepting funds, Recipient certifies that the project will meet all Americans with Disabilities Act requirements as set forth in 49 CFR parts 27, 37, and 38.

Recipient will submit final photographs of completed project, at time of final submission of reimbursement.

All purchases, installations, and construction must be completed prior to the expiration date of this Agreement. If an extension for time is required, a request must be received by State at least 45 days prior to the expiration date.

Expected project start date: July 1, 2021.

Expected project completion date: June 30, 2023.

3. PROJECT ACCOUNTING and MATCHING FUNDING

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

Eligible matching fund sources for this Agreement include Special Transportation Formula Funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as match. Administration and facility contributions are documented by percentage of contribution directly attributed to the project.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. The required local match share will be subtracted from the project expenses to determine the Agreement share of the project expense.

Receipt of federal funds for construction projects requires that labor must be paid at the prevailing wage as prescribed by the Davis-Bacon Act.

Purchases or charges that are otherwise paid for in other agreements or contracts are excluded.

4. REPORTING AND INVOICING REQUIREMENTS

Recipient agrees to assess and report the condition of facility and all capital assets within the facility. Recipient will report as prescribed by State on shelters, signs, and amenities purchased or constructed under this Agreement as long as they remain in use for public transportation service.

Copies of invoices for vendor charges must be submitted with reimbursement requests. In-house charges may be documented in a spreadsheet or with copies of timesheets showing time specifically associated with the project. In addition, Recipient must submit a cover letter or summary of the total expenses for work performed.

Expenses incurred will not be reimbursed if the project's scope is changed or altered without the necessary approval and amendment by State.

Recipient shall confirm the eligibility of any Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period. Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to Recipient for the remainder of the Agreement period.

Project Progress Reporting

Recipient shall report Project progress quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Expenditures

Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.

FOR CAPITAL ASSET AGREEMENTS:

Recipient shall ensure Satisfactory Continuing Control of capital assets, including real property, purchased in whole or part under this Agreement while the capital assets are being used for public transportation purposes. Satisfactory Continuing Control means the legal assurance that a capital asset will remain available to be used for its originally-authorized purpose throughout its useful life or until disposition.

An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the date put into public transportation service, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use per this agreement, the Recipient or Sub-Recipient using the capital asset (Owner/Operator), and the condition of the asset. Recipient shall report quarterly on all capital assets through the OPTIS APR, providing information relevant to purchased capital assets, including but not limited to, asset condition, and vehicle mileage.

Recipient shall request authorization from State for the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the amount of proceeds, if any, from the sale to State. Capital asset useful life standards shall be the same as those outlined by the Federal Transit Administration.

Recipient will provide reporting information as prescribed by State on the capital asset purchases under this Agreement as long as the capital asset remain in public transportation service.

Reimbursement requests for capital assets must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement.

Reporting on Mitigation of Tax Impacts to Low-income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.

If Recipient is a Qualified Entity, Recipient shall submit this report as instructed separately from this Agreement and shall attach all responses submitted to Recipient by PTSPs receiving STIF discretionary funds that detail actions taken by those PTSPs.

EXHIBIT B
FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency	CFDA Number	Total Federal Funding
49 U.S.C. 5311	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.509 (5311)	\$598,035.00

Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
--

EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

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

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

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

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

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

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If State 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 thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **The Recipient shall immediately notify State of any change in insurance coverage.**

CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) 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.

Recipient Insurance Requirements

GENERAL.

Recipient shall: i) obtain at the Recipient's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from 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 State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

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

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

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

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient 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 this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient 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 Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to State 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.

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. 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.

STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

EXHIBIT D

**Summary of Federal Requirements and Incorporating by Reference
Annual List of Certifications and Assurances for FTA Grants and
Cooperative Agreements ("Certifications and Assurances") and Federal
Transit Administration Master Agreement ("Master Agreement")**

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal

funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

**BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**Authorizing the General Manager to)
Enter into a Contract with Kittelson)
and Associates, Inc. to Prepare)
a Coastliner Service Plan)**

RESOLUTION NO. 21-35

WHEREAS, on October 18, 2018 the Tillamook County Transportation District Board of Directors adopted the TCTD Intercity Enhancement Plan that included adding a third trip to Portland; and

WHEREAS, on January 21, 2021 the Board of Directors adopted the FY 2021-23 STIF Plan where the number one service improvement priority was to use STIF monies to provide local matching funds to fund a third trip to Portland; and

WHEREAS, TCTD received an ODOT Section 5311(f) planning grant to fund the development of a recommended service plan; and

WHEREAS, Kittelson and Associates is uniquely qualified to provide these planning services based on Kittelson's familiarity with the planning and development of the District's previous transit development plans; and

WHEREAS, the District wishes to enter into a sole-source contract with Kittelson and Associates and finds the terms of the contract are advantageous to the District.

NOW, THEREFORE, BE IT RESOLVED by the Tillamook County Transportation District Board of Directors:

that the Board authorizes the General Manager to enter into a planning services agreement not to exceed \$14,957 with Kittelson and Associates, Inc. to be used in the preparation of the Coastliner operations service plan.

INTRODUCED AND ADOPTED this 22nd day of July 2021.

ATTEST:

By: _____
Board Chair

By: _____
Doug Pilant, General Manager

MEMORANDUM

Date: July 15, 2021 Project #: 26742
To: Doug Pilant
Tillamook County Transportation District
From: Susan Wright, PE, PMP and Russ Doubleday
Project: Route 5 Service Expansion Planning
Subject: Scope of Work

ROUTE 5 SERVICE EXPANSION PLANNING

The purpose of this scope of work is to determine the best way to accommodate a third trip per day each way between Tillamook and Portland while maximizing connections to other services. The scope includes coordination with partner agencies and production of an updated schedule brochure.

Task 1 – Coordination Calls

TCTD and the Consultant shall conduct up to four (4) one-hour coordination calls to discuss the various needs of this project. Topics may include Internal Agency Working Group meetings and feedback (Task 7.2), Schedule Alternatives Memorandum review and revisions (Task 7.3), and the updated Route 5 draft schedule (Task 7.4).

Task 2 – Partner Agency Working Group Meetings

TCTD shall organize Partner Agency Working Group (Group) including Ride Connection, Washington County, and Columbia County and prepare Group roster.

TCTD shall organize up and lead to three (3) Group meetings. The purpose of the meetings are to discuss objectives, examine alternative scheduling options for Route 5, and select a preferred schedule that meets the project objectives and satisfies the needs of the Group members.

Task 3 – Schedule Alternatives and Service Cost Estimates Memorandum

Consultant will produce a Schedule Alternatives Memorandum that documents potential scheduling alternatives for Route 5 and examines service costs. The memorandum will include the following topics:

- A list of alternative scheduling options for Route 5. This memorandum will include an analysis of whether adding a third route to existing service or whether revamping the schedule for all Route 5 buses.
- An evaluation of service headways and service spans for each scheduling option.
- An analysis of transfers and connections to other transit services, including but not limited to other TCTD routes, Amtrak, and Greyhound.
- An evaluation of the costs and benefits to storing a Route 5 bus overnight in the Portland metro area.
- Input from drivers (TCTD to conduct driver interviews).
- Service cost estimates for each scheduling option.
- Service cost breakdowns by route segments including stops in Banks and Vernonia and costs from Banks/Vernonia to Portland to inform cost sharing discussions with Ride Connection.

Consultant will produce a draft Schedule Alternatives Memorandum for TCTD review, and the Consultant will revise the Memorandum based on TCTD feedback. TCTD in consultation with the Internal Agency Working Group shall identify the preferred alternative.

Task 4 – Transportation Advisory Committee Meeting

Consultant shall attend a meeting in-person with the Transportation Advisory Committee (TAC) to discuss the Route 5 service recommendations. Consultant will revise the Service Alternatives Memorandum based on TAC feedback if needed.

Task 5 – Route 5 Draft Schedule Update

Consultant shall create a draft Route 5 schedule that incorporate the findings from the Group (Task 7.2) and incorporates the scheduling of the preferred alternative. The schedule will be produced in a timetable format in Microsoft Excel.

TCTD Deliverables

- Partner Agency Working Group roster and meeting participation (Task 2)
- Driver interviews (Task 3)
- Review of draft Schedule Alternatives Memorandum (Task 3)
- Schedule TAC Meeting (Task 4)
- Review of draft Route 5 Schedule (Task 5)

Consultant Deliverables

- Partner Agency Meetings (Task 2)
- Draft Schedule Alternatives Memorandum (Task 3)
- Final Schedule Alternatives Memorandum (Task 3)

- Attend TAC Meeting (Task 4)
- Draft Route 5 Schedule (Task 5)

Project Budget Form

Project Name: Route 5 Service Planning
 Project Manager: Susie Wright
 KAI Project Number: 26742
 Date: Jul 15, 2021

LABOR ESTIMATE - Route 5 Service Planning

Task	Notes	Staff				Cooper, Makenzie MMC	Work Task/ Task Hours	Work Task/ Task Cost
		Wright, Susan SLY	Doubleday, Russ RBD					
Route 5 Expansion Planning								
	Coordination calls with Doug Piant (4)	6	6				12	\$2,460
	Schedule coordination calls with partners (3)	6	12				18	\$3,420
	Schedule alternatives and service cost estimates memo	6	24				30	\$5,340
	Transportation Advisory Committee Meeting	8	2				10	\$2,320
	Route 5 draft schedule	2	5				7	\$1,300
	Reimbursable Expense						0	\$0
	Task # - Subtotal	28	49	0	0	0	77	\$14,957

TOTAL HOURS	28	49	0	0	0	0	TOTAL HOURS	77
LABOR RATE	\$250.00	\$160.00	\$130.00				TOTAL LABOR	\$14,840
LABOR COST	\$7,000	\$7,840	\$0					

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

TOTAL REIMBURSABLES	\$117
TOTAL KAI FEES	\$14,957
TOTAL SUB FEES	\$0
TOTAL PROJECT BUDGET	\$14,957

TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

CRIMINAL HISTORY RECORDS CHECK POLICY	Number: 5
Adopted by the Board of Directors March 20, 2000 Last reviewed: July 22, 2021	Pages: 6

SCOPE

This policy applies to all individuals hired by the District on and after October 1, 1999, including current District employees applying for promotion, all new hires, all volunteers, and all contractors under contract with or providing services to the District.

PURPOSE AND DELEGATION

The purpose of this policy is to conduct criminal record checks of subject individuals in order to protect vulnerable Oregonians. The District shall conduct criminal record checks when hiring individuals to operate motor vehicles of the District, or on behalf of a Qualified Entity that, under contract with the District, employs individuals to operate vehicles for the transportation of passengers in the public transportation system of the District.

DEFINITIONS: As used in this Policy

DISTRICT

Tillamook County Transportation District, as organized under ORS 267.510 to 267.650.

QUALIFIED ENTITY

An individual or business or organization, whether public, private, for-profit, nonprofit or voluntary, that, under contract with the District, provides individuals to operate motor vehicles for the transportation of passengers in the public transportation system of the District. This includes any business or organization under a subcontract with the District.

SUBJECT INDIVIDUAL

A person on whom the District may conduct a criminal records check and from whom the District may require fingerprints for the purpose of conducting a national criminal records check. Subject individuals may include a District employee, an individual offered employment by the District, or an individual providing or seeking to provide services to the District as a contractor, subcontractor, vendor, or volunteer.

AUTHORITY TO MAKE CRIMINAL RECORDS INQUIRIES

The General Manager of the District, or designee, is authorized to request criminal background checks through the Oregon Department of State Police's (OSP) Oregon Law Enforcement Data System (LEDS) and, if necessary, through the Federal Bureau of Investigation (FBI). Inquiries shall be made, and information administered in accordance with law and the District's agreement with the OSP. The General Manager may make inquiries in accordance with these rules on behalf of a Qualified Entity under contract with the District to operate vehicles for the transportation of passengers. Any documents obtained by the District pursuant to this policy shall not be provided to the Qualified Entity; however, an employee of the Qualified Entity shall be entitled to the right to appeal a determination of fitness as provided within this policy.

PROCESS FOR CRIMINAL RECORD CHECKS

The District shall provide the Subject Individual written notice that a criminal records check will be conducted through the OSP and/or the FBI and that employment is subject to fingerprinting and criminal records check. The notice shall state the Subject Individual has the right to review, challenge or correct the criminal records.

- A. The District shall require the Subject Individual to:
 - 1) Complete the District's Application for Employment Acknowledgement;
 - a) Sign the District's Acknowledgment Form; and
 - b) Sign the District's Authorization to Release Information Form.
 - c) Any Subject Individual who refuses to sign the Acknowledgement or Release forms authorizing the District to conduct the criminal records check or refuses to provide fingerprints, shall be denied employment or terminated by the District, or, if employed by Qualified Entity, shall have any authority to provide services to District revoked or any employment to District denied.
- B. The District shall submit the Subject Individual's fingerprints to OSP along with the applicable processing fees. The District shall be responsible for payment of all fees associated with obtaining criminal records.
 - 1) If no disqualifying record is identified by OSP, then OSP shall forward the fingerprints to the FBI for a national criminal records check.
- C. Pending the completion of the national criminal records check by the FBI, the District shall prohibit the Subject Individual from working independently transporting passengers. However, the Subject Individual may be permitted to participate in training, orientation or other work activities.

RESPONSIBILITIES IN MAINTENANCE, USE, AND DESTRUCTION OF INFORMATION

- A. The District shall ensure strict compliance with federal and state laws, rules, and procedures in obtaining and handling criminal records, including that which is

fingerprint-based. This includes the agency agreement with the OSP, and the rules and procedures of the OSP as specified in OAR 257-010-0010 to 257-010-0050.

- B. Criminal records check shall be conducted solely for the purpose of determining whether the Subject Individual has been convicted of a crime that bears upon the Subject Individual's suitability and fitness for employment by the District.
- C. All criminal records (including summaries and facsimiles) are confidential and shall be maintained in locked file cabinets, accessible only for purposes directly connected with the administration of these rules. All fingerprint cards shall be destroyed following submission for the criminal records check.
- D. Criminal offender information used in the District's contested case process, or other appeal processes shall be maintained by the District.

DETERMINING FITNESS FOR A POSITION

- A. Authorized employees of the District shall review all criminal record information and determine suitability and fitness for employment. The District shall rely on the criminal record information supplied by the OSP and/or the FBI until notified that the information has been changed or corrected.
- B. Criminal offenses that affect employment are convictions for crimes committed in any jurisdiction, including, but not limited to those against persons, public safety, property, or life.
- C. When determining the fitness of a Subject Individual for employment, continued employment, or providing services to the District, the District shall consider the following factors:
 - 1) The nature of the crime;
 - 2) The facts that support the conviction or pending indictment or indicate the making of a false statement;
 - 3) The relevancy, if any, of the conviction for a crime or the false statement to the specific requirements of the Subject Individual's present or proposed position or employment; and
 - 4) Intervening circumstances relevant to the responsibilities and circumstances of the position or employment, including:
 - 5) The passage of time since the conviction of the crime;
 - 6) The age of the Subject Individual at the time of the crime;
 - 7) The likelihood of a repetition of the offenses; and
 - 8) The subsequent commission of another relevant crime and the recommendation of an employer.
- D. For all crimes except offenses against persons, the District may consider mitigating circumstances or other information in making exceptions to the General Guidelines set forth below in Table 1.

RELIANCE ON CRIMINAL HISTORY RECORDS IN THE CUSTODY OF THE DISTRICT OR OTHER QUALIFIED ENTITY SPECIFIED IN THIS POLICY

The District may rely on disqualifying information revealed in criminal history information obtained at any earlier time by the District in cases where no question exists concerning the identity of the applicant.

NOTICE OF DISQUALIFICATION

- A) The District shall inform the Subject Individual, in writing, that they have been determined to be not suitable or fit for employment. The notice will indicate that the Subject Individual:
 - 1) Has a right to review, challenge or correct the Oregon criminal records information in accordance with the procedures in OAR 257-010-0035;
 - 2) May challenge the accuracy or completeness of national criminal records check by filing a challenge to the FBI's CJIS Division, Attention: Correspondence Group, 1000 Custer Hollow Road, Clarksburg, WV 26306, or as otherwise instructed by FBI.
- B) The notice will indicate that the Subject Individual may appeal a fitness determination, in accordance with the procedure set forth within this policy.

**TABLE 1
GENERAL GUIDELINES FOR DETERMINING
FITNESS FOR EMPLOYMENT**

	Type of Offense	Class of Offense	Time frame to consider
1.	Offenses against persons	Class A Felony Class B or C Felony Misdemeanor	Forever 15 years 10 years
2.	Offenses against property	Felony Misdemeanor	20 years 5 years
3.	Offenses involving fraud or deception	Felony Misdemeanor	15 years 5 years
4.	Offenses against public order; firearms and other weapons-related offenses; racketeering	Felony Misdemeanor	15 years 5 years
5.	Offenses against public health; decency and animals	Felony Misdemeanor	15 years 10 years
6.	Controlled substances, illegal drug cleanup, paraphernalia, precursors	Felony Misdemeanor	15 years 10 years
7.	Offenses against the State and Public Justice	Felony Misdemeanor	15 years 10 years
8.	All other crimes under Oregon Revised Statutes (ORS)	Felony Misdemeanor	15 years 10 years

- A. Any Subject Individual determined to be unfit by the District shall not be permitted to operate any motor vehicles for the transportation of passengers in the public transportation system of the District or to hold the position or provide services that provide the Subject Individual with access to critical infrastructure or security sensitive facilities or information.
- B. The District, or an employee of the District acting within the course and scope of their employment, shall be immune from any civil liability that might otherwise be incurred or imposed for making a fitness determination of a Subject Individual, pursuant to Oregon law and this policy. The District shall not be liable for defamation, invasion of privacy, negligence, or any other civil claim in connection with the lawful dissemination of information lawfully obtained under ORS 181.010 through 181.560, these policies and procedures, and procedures of the OSP.

RIGHTS FOR REVIEW AND CONTESTED CASE HEARINGS FOR SUBJECT INDIVIDUALS

- A. The District has established an administrative appeal process by which a Subject Individual may appeal a fitness determination.
- B. The Subject Individual may request a hearing in accordance with District procedures. Any request must be in writing and contain the name, address, and telephone number of the person requesting the appeal, a statement of the reason(s) why it is believed that a termination or disqualification is improper, and the signature of the requestor.
- C. Any appeal must be submitted no later than ten (10) calendar days after the Subject Individual's receipt of the written notice of termination or disqualification. The appeal should include relevant documentation or other evidence related to the challenge of the fitness determination.
- D. Appeals must be delivered to the District's offices at 3600 Third Street, Suite A, Attention: General Manager, Tillamook, OR 97141.
- E. Upon timely receipt of the appeal, the District shall schedule a mandatory conference between the Subject Individual and the District to review all available information and determine the need for a hearing.
- F. The issue at the conference and at a hearing shall be limited to the fitness determination made by the District based upon the criminal records check. The hearing shall not involve any consideration related to the accuracy or completeness of information provided by any law enforcement agency. The burden is on the Subject Individual to demonstrate to the satisfaction of the District that the individual in fact is suitable and fit for employment.
- G. Failure to submit a proper request for a hearing or to appear at a scheduled conference or hearing shall constitute a waiver of the right to a hearing established by this Policy.
- H. Any appeal hearing under this rule is not open to the public.

- I. The General Manager shall designate a hearing official to preside at the mandatory pre-hearing conference and at the hearing itself, if conducted. Formal rules of evidence shall not apply. The hearing officer shall consider reliable and trustworthy evidence, sworn testimony, and may limit the hearing in order to receive relevant and not redundant evidence. The hearing officer shall consider the record and submit to the General Manager recommended findings of fact, conclusions, and a recommended action. The General Manager may accept or modify the findings and conclusions of the hearing officer, or modify them, if the General Manager so determines based on clear error.
- J. The District shall maintain a record of the appeal, the findings and the final decision.

TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

PROVIDING DEMAND RESPONSIVE SERVICE	Number: 8
Adopted by the TCTD Board of Directors February 24, 2000 Last reviewed: July 22, 2021	Pages: 9

Introduction and Purpose: This Demand Responsive Service Policy is written to establish operating and service guidelines and procedures for the implementation of the requirements of the Americans with Disabilities Act of 1990 (ADA), the U.S. Department of Transportation (U.S. DOT) regulations for implementing ADA (49 CFR Parts 27, 37 and 38). Tillamook County Transportation District (TCTD) operates the following types of service:

- **Fixed route services.** Route deviations on fixed route services, where offered, are available for all members of the public (general public).
- **Intercity services.** TCTD does not offer deviations on its intercity and commuter services (Routes 5, 60X, and 70X).
- **Demand responsive services.** Demand responsive services are available for the general public.
- **Non-emergency medical transportation (NEMT) service.** NEMT service transports residents to medical appointments throughout Tillamook County and to medical services provided at destinations such as the Portland Metro Area, Salem, Corvallis, Lincoln City, Seaside, Astoria, Kelso/Longview (WA), and other destinations. NEMT service is available through the NW Rides NEMT brokerage, which TCTD operates for the Columbia Pacific CCO (CPCCO) to arrange transportation rides for CPCCO members only, traveling to and from their Oregon Health Authority (OHA) covered medical appointments. This service follows the Business Associate Agreement between TCTD and CPCCO. The NW Rides brokerage arranges NEMT rides to CPCCO members living in the following counties: Clatsop County, Columbia County, and Tillamook County.

TCTD complies with ADA requirements with respect to such services.

Policy Statement: It is the policy of TCTD to comply with all the legal requirements of federal ADA regulations as they pertain to individuals with disabilities. The District provides quality transportation services without discrimination to all persons including individuals with disabilities. Discrimination on the basis of disability against any person by transit system employees will not be condoned or tolerated.

Goals: Service is provided in a manner that meets these goals to:

- a. Provide safe, accessible, and dignified services to all persons, including individuals with disabilities.
- b. Expedite the safe and efficient boarding, securing, transporting, and alighting of all passengers, regardless of mobility status.
- c. Accommodate the wide range of mobility aids within the confines of available vehicles and commercial standard equipment.

Applicability: This policy applies to all TCTD employees, services, facilities and vehicles. It applies equally to all persons needing and/or using the services provided by the system.

Definitions:

Fixed Route Service: Transit service that operates along a prescribed route according to a fixed (regular) schedule.

Route Deviation Service: Transit service that permits user-initiated deviations from routes or schedules where the service operates along established routes that typically have designated stops. Between these stops, vehicles deviate (depart) from an established route to pick up or drop off riders along the curb within a defined off-route service area. For TCTD deviated fixed routes, which are an example of this type of service, this distance is generally up to a 3/4 mile, but may vary or have certain exclusions as defined below).

Dial-A-Ride: Curb-to-curb demand responsive transportation service designed to provide customers with additional travel options in or between areas of the District that are not well-served by fixed route service. Dial-a-Ride is a shared ride service, which means vehicles will be traveling other directions during your trip to serve the transportation needs of other Dial-A-Ride customers. All members of the public are eligible to use the Dial-a-Ride service.

ADA Paratransit: ADA Paratransit is a door-to-door service that is typically provided within cities, as required under the federal Americans with Disabilities Act (ADA) of 1991. TCTD does not currently operate ADA Paratransit service. ADA Paratransit is required between origins and destinations located within 3/4 of a mile of local fixed route transit service. Service is limited to ADA-eligible customers—people with physical or cognitive disabilities who are unable to access or use local fixed-route service. Service is limited to ADA-eligible customers—people with physical or cognitive disabilities who are unable to access or use local fixed-route service. This type of service is sometimes referred to as complementary ADA Paratransit. Complementary ADA Paratransit is not required for a route deviation service (like TCTD deviated fixed routes) if deviations are provided to all riders (not just those with disabilities) and is also not required for intercity routes, which are classified as commuter bus service and are exempt from the requirement to provide complementary ADA paratransit service. (Intercity routes can include set stops that are only served on-demand, e.g., pick-up with an advance reservation, or drop-off upon request.)

Disability: With respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment.

Mobility Device: A device that is designed to assist an individual with disabilities with locomotion. Examples include wheelchairs, canes, crutches, and walkers. Also called mobility aid.

Wheelchair: A mobility aid belonging to any class of three- or more- wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered.

Securement Area or Station: A designated location for riders using wheelchairs, equipped with a securement system.

Securement Device: Equipment or System: Equipment used for securing wheelchairs against uncontrolled movement during transport.

Service Animal: Any guide dog, signal dog, or other animal that has been individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

Non-Emergency Medical Transportation Service (NEMT): NEMT service is a form of demand-responsive service that helps people who need assistance, and are eligible under the Oregon Health Plan (Medicaid), get to and from medical appointments and other approved, non-emergency medical needs. For TCTD, this service is limited to Columbia Pacific CCO (CPCCO) members.

General Guidance and Procedures for Implementing Policy

Recruitment and Employment: TCTD is an Equal Opportunity Employer (EOE) and fully complies with ADA in its recruitment, hiring and continued employment practices.

Facility and Vehicle Accessibility: The transit system administrative facility, passenger facilities and vehicles shall meet or exceed the requirements of 49 CFR Parts 27, 37 and 38 and requirements of the State of Oregon. If state requirements do not meet federal requirements, the federal ADA regulations prevail. All vehicles purchased for fixed route and demand-responsive service will be accessible.

Maintenance of Accessible Features: Accessibility features on vehicles, including lifts, ramps, wheelchair securement devices and public address systems, will be maintained in operative condition. The preventive maintenance program of TCTD provides for regular and frequent maintenance checks of these features as well as preventive maintenance as recommended by the equipment manufacturers. Drivers are required to report lift or ramp failures immediately. Vehicles with inoperative lifts will be removed from service as soon as possible and replaced with an accessible vehicle until the inoperative lift is

repaired. For vehicles equipped with ramps, it may be possible to continue in service as long as the ramp can be and is deployed manually when necessary. If an inoperative ramp cannot be (or is not) deployed manually, the transit agency will apply the policy for a vehicle with an inoperative lift.

Wheelchair Accommodation: All accessible vehicles meet or exceed the requirements of 49 CFR Part 38. Transportation providers are required to carry a wheelchair and its user, as long as the lift can accommodate the size and weight of the wheelchair and its user, and there is space in the securement area for the wheelchair on the vehicle without blocking the aisle. If a vehicle lift/ramp and securement area can accommodate a wheelchair (or other mobility device), TCTD will transport the device (and its user).

An individual who uses a wheelchair that, when occupied, exceeds the weight rating of the vehicle lift/ramp, will be offered the opportunity to board and disembark from the vehicle separately from the wheelchair. However, transit agency personnel are not required to operate a passenger's wheelchair. The individual may travel with another individual who can assist with operating the occupied wheelchair to maneuver it on and off the lift/ramp.

Boarding: Drivers and scheduling practices will provide adequate time for a passenger with a disability to board and/or disembark the vehicle, which includes adjusting the schedule if necessary and waiting for passengers to be seated before moving the vehicle. Only a properly trained transit system employee can operate the lift or ramp and secure the wheelchair in the securement station. Passengers are requested to board facing away from the vehicle for the safety of the passenger.

Wheelchair Securement: TCTD requires that all wheelchairs be secured. Drivers cannot deny a passenger a ride based on the inability to secure the wheelchair. However, drivers must warn the passengers of the danger of riding in a non-secured wheelchair.

Securement of wheelchairs is the responsibility of the driver. Drivers are trained in the proper operation of all securement equipment based on the equipment manufacturer's specifications. Drivers will listen to and respect riders' instructions on how to secure their equipment. Drivers cannot be expected to be familiar with each and every wheelchair type that may come aboard, and securement attachment points may differ by wheelchair manufacturer. The rider may be in the best position to instruct the driver on how to properly secure their mobility device.

If the securement system is not compatible with the wheelchair the passenger is using, the driver will still make an attempt to safely secure the wheelchair. If the wheelchair cannot be secured because of the wheelchair design, the passenger still has the right to ride in the vehicle.

Drivers must secure wheelchairs in the designated securement area only, even if the passenger wants their mobility device to be secured in a non-designated area. The wheelchair is not allowed to block the aisle.

Seat belts and shoulder harnesses are recommended but not required for passengers riding in their secured wheelchair.

In cases where an individual using a wheelchair attempts to board and requires use of a securement location that is currently occupied by another passenger that is not using a wheelchair, the driver will ask that passenger to allow the individual using a wheelchair to use the securement position.

Driver Assistance: Drivers will make themselves available to assist individuals with disabilities and will assist upon request of the passenger. Drivers will assist a passenger with using the vehicle ramp, lift and/or securement systems using the accessibility-related equipment and features on their vehicles.

Use of Lift or Ramp by Individuals with Disabilities Not Using a Mobility Device: The driver will deploy the lift or ramp for an individual with a disability who is not using a mobility device to board or alight the vehicle upon request.

Accommodation of Other Mobility Devices: Mobility devices that are not wheelchairs, but which are primarily designed to for use by individuals with mobility impairments, will be accommodated to the extent that the ADA-compliant lift or ramp and securement areas can safely do so. However, these devices are the responsibility of the individual passenger, and must be secured in a manner that does not interfere with the safe operation of the vehicles and the transport of other passengers.

Transfer to Fixed Seating: All passengers using wheelchairs have an option of transferring to fixed seating once on board the vehicles. Drivers may recommend, but never require, wheelchairs users to transfer to fixed seating. No waivers are allowed to be required.

Accommodation of Portable Oxygen: Individuals are allowed to travel with respirators and portable oxygen supplies on board, consistent with applicable U.S. DOT rules on the transportation of hazardous materials in 49 CFR Subtitle B, Chapter 1, Subchapter C. However, these devices are the responsibility of the individual passenger, and must be secured in a manner that does not interfere with the safe operation of the vehicles and the transport of other passengers. The driver can assist the passenger in securing portable oxygen devices.

Priority Seating: With the exception of the wheelchair securement stations, the transit system does not require any passenger to sit in designated seating. TCTD has designated the front seats on buses as priority seating for seniors and individuals with disabilities, as is designated by signage in each vehicle. In cases where an individual with a disability requests use of priority seating that is currently occupied by another passenger; the driver will ask that passenger to move so as to allow the individual with a disability use of the priority seating. In cases where a wheelchair user requires the use of a securement location, the driver will ask any passenger (including other passengers with disabilities) to vacate the securement location.

Service Animals: In compliance with 49 CFR Part 37, TCTD allows trained service animals to accompany passengers with disabilities. The driver will not ask for proof of the qualifications of the animal, but may ask what tasks the animal has been trained to perform. Transit agencies may refuse to transport service animals that are deemed to pose a direct threat to the health or safety of drivers or other riders, create a seriously disruptive atmosphere, or are otherwise not under the rider's control. Service animals are not allowed to be left in a TCTD vehicle without being attended by the handler (passenger or personal care attendant). Passengers should contact the TCTD dispatch center in advance for guidelines on traveling with emotional support, therapy, comfort, or companion animals.

Alighting: It is the responsibility of the driver to determine that the location for passenger alighting is safe. For fixed route service, the driver will allow a passenger who uses the lift or ramp to alight at any stop, unless the lift or ramp cannot be deployed, will be damaged if deployed, or conditions at the stop would present unsafe conditions for all passengers. Only the driver will unsecure the wheelchair and operate the lift or ramp to return the passenger to the ground level.

Staff Training: All drivers and District staff are trained to proficiency in use of accessibility equipment, the operating policies related to each of the service requirements described, and in properly and respectfully assisting and treating individuals with disabilities with sensitivity. Mechanics are also trained to properly maintain lifts and other accessibility equipment.

Rider Information: Information about each fixed route and demand response service is available in all of TCTD's ride guides and on the website. All printed informational materials are made available in accessible formats upon request.

Reasonable Modification of Policy: If a passenger with a disability requires modification of any of TCTD's policies and practices to accommodate their disability to use the service, the passenger may request such a modification by following the process defined in TCTD's Reasonable Modification policy. TCTD will work with the individual to find an acceptable accommodation solution.

Complaint Procedure: All complaints of discrimination on the basis of disability will be promptly and objectively investigated pursuant to the process defined in TCTD's Reasonable Modification policy.

Guidelines and Procedures Specific to Route Deviation Services

Deviation Parameters: Upon request by any rider, TCTD will deviate up to 3/4-mile from the established route for Routes 1, 2, 3, and 4 (route deviation services) to an approved drop-off destination, except when the deviation request:

- a. would compromise the safety of the driver and passengers
- b. would cause damage to the vehicle

- c. exceeds capacity for a route to accommodate deviations, which the TCTD dispatch center will determine based on the route's schedule and additional time required for a deviation, but is generally up to 2 deviations per one-way trip.

Deviation Request Procedures: Riders may request a route deviation by calling the TCTD dispatch center at least 2 hours before the desired trip. The rider will be assigned a pick-up time. Riders will be required to travel to the curb outside of their trip origin in time for their scheduled pick-up. Vehicles operating on route deviation service will be unable to wait for a passenger who is not at the designated stop on time; drivers will wait up to 1 minute. Drivers are unable to deviate from the route unless the deviation has been requested from the TCTD dispatch center, which will add the stop or pickup deviation into the driver's route.

Route Deviation Fares: The one-way fare per deviation is \$1 per trip, in addition to the base fare for on-route stops.

Flag Stop or Drop-Off Request Procedures: Visible, fixed bus stops have been established along all TCTD routes to provide riders with information on where they can get on and off the bus without an advanced request. Flag stops or drop-off requests are also allowed on selected TCTD routes without an advanced request:

- **TCTD in-county fixed routes (Routes 1, 2, 3, and 4):** Flag Stops are allowed on TCTD in-county routes 1, 2, 3, and 4, at locations where the bus can safely get off and back onto the road. Riders may request a pick-up along a route by "flagging" down the driver or may request a drop-off along a route from the driver. There is no additional charge for on-route flag stops or drop-offs. Flag stops are **not** permitted in the following locations:
 - In Garibaldi, between Driftwood and 9th Street, in both directions.
- **TCTD intercity and commuter routes (Routes 5, 60X, and 70X).** Flag Stops or drop-off requests are not permitted on these routes.

Passenger Assistance: Route deviation services will be provided on a curb-to-curb basis. TCTD drivers will assist riders with disabilities in boarding and disembarking from vehicles and in securing wheelchairs. All drivers who operate TCTD services will be proficiently trained in passenger assistance and sensitivity towards persons with disabilities.

The staff of the TCTD will not lift a passenger, leave a vehicle unattended or out of visual observation for a lengthy period of time, enter a rider's home, care for service animals, operate a power wheelchair, provide personal care attendant (PCA) service, or take actions that would be clearly unsafe. If more extensive assistance is needed by the individual than TCTD can provide as a provider of public transportation, the individual will be responsible for arranging for personal assistance. Staff of TCTD will work with the individual and/or their caregiver/social worker to clarify parameters of the assistance that can be provided by the driver and formally document this in a letter sent to the individual.

Guidelines and Procedures Specific to Dial-A-Ride Service

Days and Hours of Operation: TCTD Dial-a-Ride transportation service is operated on weekdays between 6:00 AM and 6:00 PM.

Subscription Trips: Subscription Service trip requests are allowed on TCTD Dial-a-Ride service for individuals traveling to and from the same origin and destinations.

Reservations: The general public is eligible to schedule TCTD demand response services by contacting the TCTD dispatch center:

- a. During normal business hours (Monday to Friday 8:00 AM to 5:00 PM).
- b. Reservations are allowed up to 30 days in advance.
- c. Rides are scheduled on a first-come, first-served basis.
- d. Same-day trip requests are honored on a space available basis.

Pickup Window: A 30-minute pickup window is assigned when a trip is reserved. After the pickup window has been negotiated, the pickup time will be 15 minutes before or 15 minutes after the scheduled pickup time. The pickup window is determined by the requested pickup time or the requested arrival time, not by both. The pickup window will be communicated at the time the trip reservation is made. Dial-A-Ride is a shared ride service and this pickup window allows TCTD to accommodate trips requested by other customers.

Dial-A-Ride is a curb-to-curb service; riders must be ready, watching and waiting to leave *within the scheduled pickup window*. The Dial-a-Ride driver will wait a maximum of 5 minutes upon arrival *within the pickup window*. (i.e., drivers that arrive before the start of the pickup window, must wait until at least 5 minutes after the start of the window.) If the rider is not ready the driver will move on after 5 minutes and the trip will be recorded as a No-Show. If the Dial-a-Ride driver hasn't arrived within the 30-minute pickup window, riders should call the TCTD dispatch center.

Cancellations/No-Shows: Cancellations with less than a 2-hour notice will be recorded as a "late cancellation." A cancellation at the door will be recorded as a "no-show." Repeated no-shows or late trip cancellations may result in a modification or suspension from being able to use Dial-A-Ride service.

Transfers to Fixed Route Service:

Riders choosing to use Dial-A-Ride service to transfer onto a fixed route bus ride fare free on Dial-A-Ride, but pay the fixed route bus fare. The Dial-A-Ride trip will be scheduled to the nearest fixed-route service.

Fares: The Dial-A-Ride base fare is \$4 (regular/full fare) and \$2 (reduced fare) for trips up to five miles, plus 50 cents for each additional mile. The TCTD dispatch center will communicate the fare to customers at the time they reserve it.

Guidelines and Procedures Specific to NEMT

Guidelines and procedures for policy specific to Non-Emergency Medical Transportation Service are covered by the NW Rides NEMT Riders Guide, available on the TCTD website or upon request.

TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

INFORMATION SECURITY AND ACCEPTABLE USE	Number: 28
Adopted by the Board of Directors on July 22, 2021	Pages: 4

Introduction

Tillamook County Transportation District (TCTD) seeks to ensure that appropriate measures are implemented to protect customer and TCTD/NW Rides staff and board member personal and sensitive information. This Information Security and Acceptable Use policy establishes a foundation for an organizational culture of security by communicating the District's security objectives and guidelines to minimize the risk of internal and external threats.

Compliance

Non-compliance with this policy may pose risk to the organization; accordingly, compliance with this program is mandatory. Failure to comply may result in disciplinary action up to and including termination of employment or business relationships. Management reserves the right to monitor, consistent with applicable laws, all activities within their business environment. The organization will appropriately report violations of State and/or Federal laws and will cooperate with regulatory bodies and law enforcement agencies investigating such incidents.

Privileged Access

Access to the organization's systems and applications above and beyond general user access shall be limited to the IT Administrators and the following key staff: Genxsys Solutions IT Managers, General Manager and Administrative Assistant.

Data Backup & Recovery

The organization will conduct regular backups of all critical business data. Full data backups will be performed on a daily basis. Confirmation that backups were performed successfully will be conducted daily. Testing of cloud backups and restoration capability will be performed on a quarterly basis. Backups are currently managed by Genxsys Solutions for both onsite and offsite backups. Local backups are performed daily on local backup drives and offsite using Acronis Cloud Backups.

Firewall with Security Services

The organization will protect the corporate network from the Internet through the use of a firewall with Intrusion Prevention System (IPS) capability. TCTD currently uses a Zyxel USG60 UTM/IPS Firewall with a full subscription to virus, packet and malware protection.

Multi-factor Authentication

Multi-factor authentication will be utilized on all systems or services that are external to the organization. This includes email, VPN, and Software as a Service (SaaS). MFA is enabled for M365 email and spam/malware filtering. Requiring users to provide a separate email for password recovery and their smartphones for external access via a pin code. VPNs are via Zyxel UTM Firewall using password authentication.

Endpoint Protection

All organization servers and workstations will utilize an endpoint protection tool to protect systems against malware and viruses. All devices on TCTD network including the NW Rides Brokerage use Webroot Enterprise Antivirus provided by Genxsys Solutions's monitoring services.

Email Security

The organization will protect their email system by utilizing antivirus, antispam and anti-phishing technologies. The organization will also not utilize **unencrypted** email to send or receive sensitive information. All users are protected with several layers of security to ensure a secured network. These include Everycloud Spam filtering and Malware protection, Security Awareness training on a regular basis and Hornet Security Encrypted emails for sensitive documents.

Wireless

The organization's wireless will be setup utilizing two separate SSID's one for organizationally owned devices and another for personal/ guest devices. The password for the corporate SSID will not be shared with end-users and only known by key personnel. TCTD currently uses Unifi Wireless that is tied to the corporate server and interfaces with the Zyxel UTM Firewall for network traffic.

Password Management

TCTD will utilize the following password configuration based on Best Business Practices, recommended by Microsoft.

- System account lockout threshold: 15 Minutes
- Invalid login attempts before lockout: 3
- Minimum password length: 8
- Maximum password age: 90 days
- Password history: 5
- Password complexity: On

In addition, the organization will educate users on creating/ utilizing secure passwords for systems/ services that can't be controlled by the organization.

Email Phishing Exercises

The organization will perform simulated phishing exercises used to test and educate users. TCTD is enrolled in ongoing security awareness training using the latest threat simulations with full reporting. TCTD and IT Administrators are working together to ensure random Security Awareness campaigns in order to train end users of potential security threats.

Security Awareness Training

The organization's personnel are required to participate in security training in the following instances:

1. All new hires are required to complete security awareness training before being granted system access.
2. A formal refresher training is conducted on an ongoing basis. All employees are required to participate in and complete this training.

Acceptable Use Policy

The organization will require all users sign an acceptable use policy before accessing organizational resources. This policy governs the use of the company resources and covers a wide range of issues surrounding the rights, responsibilities and privileges – as well as sanctions – connected with computer use. See *Appendix A* for a copy of current Acceptable Use Policy

Asset Management

An inventory of all the organization's hardware and software will be maintained that documents the following:

- Employee in possession of the hardware or software
- Location of hardware or software
- Serial number
- Type of device and description

Patch Management

All software and operating system updates and patches will be configured to automatically install. Periodic review will be conducted to ensure all updates and patches are applied to all devices. All patching and security updates are currently administered using Genxsys Solutions RMM (Remote Monitoring & Management Software). Client is scheduled to receive monthly reports of health and security on the 5th day of every month. Doug Pilant and Shannon Wakeman are the recipients.

Securing Remote Workers

The organization requires all remote users to utilize company owned devices when working remotely. Those devices will be setup with a secure VPN. VPNs are managed by the Zyxel UTM Firewall via Active Directory on local servers.

Mobile Device Management (MDM)

The organization will utilize a tool or service for the administration of mobile devices in the event the mobile device is used to access organizational information (this includes email). Mobile devices are setup to access local network via VPNs and email using Azure and local Domain Controllers as well as access to and from using the Zyxel UTM Firewall.

Standard Configuration

The organization will utilize a standard configuration for all endpoints, servers, network devices, mobile devices, and printers. Any changes to the standard configurations will be reviewed and approved by leadership.

Vulnerability Scanning

The organization will ensure all critical external and internal resources have periodic vulnerability scans conducted on them to ensure they are properly configured and updated.

Incident Response

The organization will utilize an incident response plan in the event of cyber related incident. This plan will include at the minimum:

- Essential contact for an incident response service provider, FBI, local law enforcement, cyber insurance company, legal counsel.
- Users roles and responsibilities.
- Schedule of regular testing of the incident response plan.

Auditing and Logging

The organization will ensure proper logging is enabled on all critical resources. At a minimum the following events will be recorded:

- Invalid Login Attempts
- Creation of New User Accounts
- Escalation of User Privileges

Appendix A Acceptable Use Policy

Purpose

The purpose of this policy is to outline the acceptable use of computer equipment, email, and internet access at Tillamook County Transportation District (TCTD). These rules are in place to protect the employee and the company. Inappropriate use exposes the company to risks including virus attacks, compromises of network systems and services, and legal issues.

Scope

This policy applies to both permanent and temporary employees of the organization. This policy applies to all business conducted by TCTD and NWR. This policy applies to all equipment that is owned or leased by the company. This policy is a supplement to the TCTD's Information Security Policy.

General Use

IDs/Passwords:

Access to the organization's IT systems is controlled by the use of User IDs, passwords and/or tokens. All User IDs and passwords are to be uniquely assigned to named individuals and consequently, individuals are accountable for all actions on organization systems and services.

Password Requirements:

- Minimum password length: 8
- Must have a combination of letters, numbers, and special characters.
- If possible, utilize a password manager to create (much stronger) and unique passwords for each service or account.

Individuals must not:

- Allow anyone else to use their user ID/token and/or password on any organizational IT systems. (Exceptions to this must be approved by Managers.)
- Leave their password unprotected (for example writing it down).
- Leave their user accounts logged in at an unattended and unlocked computer.
- Perform any unauthorized changes to the organization's IT systems or information.
- Attempt to access data that they are not authorized to use or access.
- Exceed the limits of their authorization or specific business need to interrogate the system or data.
- Connect any non-company authorized device to the organizations corporate network or IT systems.

- Insert unapproved media (CD, USB thumb drive, SD card) into corporate devices.
- Store organizational data on any non-authorized equipment, or personnel equipment.
- Give or transfer organizational data or software to any person or organization outside of the organization without the authority of leadership.

Internet and Email Use

Use of the internet and email is intended for business use. Personal use is permitted where such use does not affect the individual's business performance, is not detrimental to the organization in any way, not in breach of any term and condition of employment and does not place the individual or organization in breach of statutory or other legal obligations.

All individuals are accountable for their actions on the internet and email systems. Individuals must not:

- Disclose employee, client, and other proprietary information which the employee has access.
- Use the internet or email for the purposes of harassment or abuse.
- Use profanity, obscenities, or derogatory remarks in communications.
- Access, download, send or receive any data (including images), which the organization considers offensive in any way, including sexually explicit, discriminatory, defamatory or libelous material.
- Use the internet or email to make personal gains or conduct a personal business.
- Use the internet or email to gamble.
- Use the email systems in a way that could affect its reliability or effectiveness, for example distributing chain letters or spam.
- Place any information on the Internet that relates to the organization, alter any information about it, or express any opinion about the organization, unless they are specifically authorized to do this.
- Send unprotected sensitive or confidential information externally.
- Forward organizational mail to personal non-organizational email accounts (for example a personal Gmail account).
- Make official commitments through the internet or email on behalf of the organization unless authorized to do so.
- Download copyrighted material such as music media (MP3) files, film and video files (not an exhaustive list) without appropriate approval.
- In any way infringe any copyright, database rights, trademarks or other intellectual property.

- Download any software from the internet without prior approval.
- Remove or disable anti-virus software.
- Use unauthorized services on the internet to store or transmit PII. This includes (Dropbox, Google Drive, personal email accounts, etc.)

Email:

To avoid being a victim of malicious software or phishing attack remember:

- Never download or open attachments from unknown recipients.
- Hover over links to determine if the link is legitimate.
- If it's a specific account asking you to sign into an account don't click a link within the email visit the site directly to login.
- Verify sender. Sometimes the best way to do this is call the sender back to make sure they are the ones who initiated the email.
- Never provide personal information. Legitimate companies will never ask for you to provide personal information including passwords in an email.

Clean Desk and Clear Screen

In order to reduce the risk of unauthorized access or loss of information, the organization enforces a clear desk and screen policy as follows:

- Maintaining a "clean desk" or working area throughout the day and ensure there are no confidential documents in open view if absent from their desk for an extended period of time. This will help to ensure that confidential customer information is not inadvertently disclosed.
- Computers must be logged off/locked or protected with a screen locking mechanism controlled by a password when unattended.
- Ensure that paper-based information is appropriately monitored and protected.
- Ensure that all confidential documents are properly locked-up at the end of each business day. Appropriate methods to secure documents include utilizing locking filing cabinets or desk drawers, etc.
- All business-related printed matter must be disposed of using confidential waste bins or shredders.

Working Off-site

It is accepted that laptops and mobile devices will be taken off-site. The following controls must be applied:

- Only equipment approved by the organization may be used to download personal information locally to the device.

- Equipment and media taken off-site must not be left unattended in public places and not left in sight in a car. Lock devices in the trunk out of sight while traveling.
- Laptops must be carried as hand luggage when traveling.
- When outside the office, computers must utilize the organization's VPN before connecting to corporate resources.

Mobile Devices

- Mobile devices such as smartphones and tablets may be used but require approval.
- It is not permitted to save client information locally to a mobile device.
- Mobile devices need to be password protected and encrypted.

Mobile Storage Devices

Mobile devices such as memory sticks, CDs, DVDs and removable hard drives must be used only in situations when network connectivity is unavailable or there is no other secure method of transferring data. Only authorized mobile storage devices with encryption enabled must be used, when transferring sensitive or confidential data.

Telephone Equipment Conditions of Use

The use of organizational voice equipment is intended for business use. Personal use of voice equipment is allowed but should be limited. Individuals must not:

- Make hoax or threatening calls to internal or external destinations.
- Accept reverse charge calls from domestic or international operators, unless it is for business use.

Actions upon Termination of Contract

All organizational equipment and data, for example laptops and mobile devices including telephones, smartphones, USB memory devices and CDs/DVDs, must be returned to the organization at termination of contract.

All data or intellectual property developed or gained during the period of employment remains the property of TCTD and must not be retained beyond termination or reused for any other purpose.

Monitoring and Filtering

All data that is created and stored on organizationally owned computers and third-party vendor's systems is the property of TCTD and NW Rides and there is no official provision for individual data privacy, however wherever possible the organization will avoid opening personal emails.

System logging will take place where appropriate, and investigations will be commenced where reasonable suspicion exists of a breach of this or any other policy. The organization has the right (under certain conditions) to monitor activity on its systems, including internet and email use, in order to ensure systems security and effective operation, and to protect against misuse.

It is your responsibility to report suspected breaches of security policy without delay to the IT department. All breaches of information security policies will be investigated. Where investigations reveal misconduct, disciplinary action may follow in line with the organization's disciplinary procedures.

Signature

I have received a copy of the organization's Acceptable Use Policy as revised and approved by the management. I have read and understand the policy.

(Print your name)

(Signature)

(Date)

**BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**In the Matter of Approving Construction)
and Supply Contracts with Blue Star Gas)
for Propane for Autogas Infrastructure)
and Supply)**

RESOLUTION NO. 21-36

WHEREAS, Tillamook County Transportation District ("District") is an Oregon special district which is subject to Oregon's public contracting laws; and

WHEREAS, Board is the Contracts Review Board for the District; and

WHEREAS, on January 21, 2021, the District approved a sole source acquisition from Blue Star Gas for propane consulting services, propane fueling station construction, bus conversion to use propane, propane tank sale and supply of propane; and

WHEREAS, on February 1, 2021 the sole source procurement process was completed; and

WHEREAS, on April 22, 2021, the District approved to move forward with the written proposal from Blue Star Gas; and

WHEREAS, the General Manager of and legal counsel for the District have worked with Blue Star Gas to agree upon the project scope and the form of contracts for the construction of the propane fueling station and the supply of propane for the station when completed; and

WHEREAS, the General Manager of and legal counsel for the District approve of the current forms of the construction and supply draft contracts and recommend their approval by District;

NOW, THEREFORE, BE IT RESOLVED:

- 1 That the District approves entering into the Standard Form of Agreement Between Owner and Design-Builder with Blue Star Gas Associates Co. attached hereto for the construction of the propane fueling station. The General Manager is authorized to execute the Agreement on behalf of District.

- 2 That the District approves entering into the Autogas Supply Agreement Between District and Blue Star Gas - McMinnville Co. attached hereto. The General Manager is authorized to execute the Agreement on behalf of District.

Adopted by the Tillamook County Transportation District Board of Directors this 22nd day of July 2021.

ATTEST:

By: _____ By: _____
Board Chair Doug Pilant, General Manager

AUTOGAS SUPPLY AGREEMENT

This Agreement is entered into as of July _____, 2021 (“Agreement Date”) by and between Blue Star Gas – McMinnville Co., an Oregon corporation with a principal place of business at 3070 NE Hwy 99W, McMinnville, OR 97128 (“Blue Star Gas”) and Tillamook County Transportation District with a principal place of business at 3600 3rd St, Suite A, Tillamook, OR 97141 (“Customer”).

WHEREAS, Customer will eventually maintain and operate vehicle fleets that in part run on Autogas;

WHEREAS, Blue Star Gas shall supply Autogas to Customer, and shall provide access to its network of public fueling locations for the duration of this Agreement in accordance with the terms and conditions set forth herein;

THEREFORE, the parties mutually agree to the following:

1. Term. The term of this Agreement shall be five (5) years from the date this Agreement is entered as set forth above. After the initial five (5) year term, the Agreement shall continue on a month-to-month basis until either party gives the other written thirty (30) day notice of termination.
2. Autogas Supply - Exclusivity. Customer agrees that Blue Star Gas will be its exclusive supplier of propane for Autogas for the duration of this Agreement and further agrees to pay Blue Star Gas compensatory and consequential damages for any portion of the Agreement that Customer fails to use Blue Star Gas as its exclusive propane supplier.

There is no minimum purchase requirement imposed upon Customer under this Agreement. Customer shall purchase propane for Autogas on an as-needed basis as determined in its sole discretion.

Blue Star Gas shall deliver propane for Autogas to Customer at locations specified by Customer in writing. Blue Star Gas shall deliver propane for Autogas F.O.B. place of destination and successfully and safely placed within tank. Blue Star Gas shall retain the risk of loss until successfully and safely placing propane for Autogas within tank.

All express and implied warranties that are applicable to propane for Autogas under ORS Chapter 72 apply to all propane for Autogas delivered under this Agreement. Blue Star Gas represents and further warrants that:

- Blue Star Gas has the authority to enter into and perform in accordance with this Agreement, and that this Agreement, when executed and delivered, is a valid and binding obligation of Blue Star Gas that is enforceable in accordance with its terms;

- All propane for Autogas delivered to Customer will be free from defects in materials and manufacture;
- All propane for Autogas delivered shall comply with all applicable federal and state health and safety standards;
- Blue Star Gas has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Blue Star Gas will apply that skill and knowledge with care and diligence and perform the Agreement in a timely and professional manner in accordance with standards applicable to Blue Star Gas' industry, trade or profession; and
- Blue Star Gas is and shall be at all times during the term of this Agreement qualified, professionally competent and duly licensed to perform the Agreement.

3. Price and Payment Terms.

- a. Customer agrees to pay Blue Star Gas a price per gallon for propane for Autogas equal to the laid in cost to Blue Star Gas' McMinnville plant plus \$.60. Standard fuel delivery surcharges, regulatory compliance fees and sales tax will also be applied when applicable.
- b. Customer shall pay Blue Star Gas for supplied Autogas within thirty (30) days from date of invoice. Invoicing will occur weekly. Payment will be made by check payable to Blue Star Gas –McMinnville Co. or by EFT transaction.

4. Fueling Facility and Training.

- a. Blue Star Gas shall provide Customer access to Blue Star Gas' network of fueling stations. In addition, Blue Star Gas and Customer have separately agreed to install for compensation a fueling facility for Customer's use at 3600 3rd St, Suite A, Tillamook, OR 9714.
- b. Blue Star Gas shall provide initial operating instructions, training, and training materials ("Safety Training") for Customer's personnel for the safe handling of propane for Autogas and operation of fueling equipment at Blue Star Gas fueling facilities. Times will be scheduled to train all Customer personnel initially by Blue Star Gas, and a designated Customer representative will be taken through a "train the trainer" curriculum to provide ongoing training of Customer's personnel. After the initial Safety Training, Blue Star Gas will annually conduct a refresher training for the Customer-designated trainer and, within three years of the initial training, Blue Star Gas shall conduct a refresher training for all of Customer's personnel. Customer shall ensure that all its employees abide by the Safety Training and that its employees shall safely handle propane for Autogas, as well as safely operate the fueling facility. Blue Star Gas shall not be liable for any cause of action or for any injury or property damage arising from or relating to a Customer's

employee's failure to follow or abide by the Safety Training (so long as the Safety training at issue is complete and correct) or, for any cause of action or injury or property damage arising from or relating to a Customer's employee's otherwise negligent handling of Autogas or operation of the fueling facility.

5. Default.

- a. Each of the following events shall be a default hereunder and a breach of this Agreement:
 - (1) If either party files a petition in bankruptcy;
 - (2) If involuntary proceedings under any such bankruptcy law or insolvency act shall be instituted against either party;
 - (3) Blue Star Gas no longer holds a license or certificate that is required for it to perform its obligations under this Agreement;
 - (4) If Customer fails to pay Blue Star Gas any payment as when the same shall become due and payable and shall not make the payment within ten (10) days after written notice from Blue Star Gas that payment was not received when due, so long as the payment dispute is not subject to a good faith dispute;
 - (5) If either party otherwise fails to perform any of its material obligations under this Agreement, and such non-performance shall continue for a period of twenty (20) days after written notice from the other non-breaching party.
- b. Upon breach by either party, the non-breaching party may immediately terminate this Agreement for default, and in addition, be entitled to seek additional remedies under this Agreement or in law or in equity due to the other party's breach.
- c. Neither Customer nor Blue Star Gas shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Agreement caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the delaying or breaching entity's reasonable control. The delayed party shall make all reasonable efforts to eliminate the cause of the delay or breach and shall, upon elimination of the cause, continue performing under this Agreement. Either party may terminate this Agreement upon written notice to other after reasonably determining that this delay or breach could likely prevent successful performance of this Agreement.

6. Access to Records.

- a. Blue Star Gas shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for six (6) years following Agreement termination or full performance, the period required by

applicable law following Agreement termination or full performance, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever ending date is later.

- b. Blue Star Gas shall maintain all financial Records in accordance with generally accepted accounting principles.
- c. During this Record-retention period, Blue Star Gas shall permit Customer, its duly authorized representatives, and the state and federal government access to the Records at reasonable times and places for purposes of examination and copying.

7. Compliance with Law.

- a. Blue Star Gas shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.
- b. Pursuant to ORS 279A.120(2)(a), Blue Star Gas shall use products that have been manufactured in Oregon, provided that price, fitness, availability and quality are otherwise equal.
- c. Blue Star Gas shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of the Customer in connection with this Agreement in violation of ORS Chapter 244.
- d. Blue Star Gas certifies that it currently has any required business license or will obtain one prior to delivering propane for Autogas under this Agreement.
- e. Customer's performance under this Agreement is conditioned upon Blue Star Gas' compliance with the obligations intended for vendors under ORS 279B.220, 279B.225 (if applicable to this Agreement), 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated into this Agreement by reference. Blue Star Gas shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).
- f. At the time Blue Star Gas first delivers propane for Autogas to Customer, Blue Star Gas shall provide to Customer a "Material Safety Data Sheet" (as defined by OSHA).

8. Independent Contractor Status.

- a. Blue Star Gas shall perform all Services as an independent contractor. Customer cannot and will not control the means or manner of Blue Star Gas' performance. Blue Star Gas is responsible for determining the appropriate means and manner of performing any services required under this Contract. Blue Star Gas is not an "officer", "employee", or "agent" of Customer as those terms are used in ORS 30.265.
 - b. Blue Star Gas is responsible for all federal and state taxes applicable to compensation or payments paid to Blue Star Gas under this Agreement, and unless required by prevailing federal law or regulations, Customer will not withhold from compensation or payments to Blue Star Gas any amount(s) to cover Blue Star Gas' federal or state tax obligations unless Blue Star Gas is subject to backup withholding. Blue Star Gas is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Blue Star Gas under this Agreement.
9. GENERAL INDEMNITY. BLUE STAR GAS SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY CUSTOMER, ITS BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ("CLAIMS") RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF BLUE STAR GAS OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.
10. Confidentiality. Blue Star Gas acknowledges that Customer is a public body subject to Oregon's Public Records Law and that this Agreement must be approved by the Board at an open meeting subject to Oregon's Open Meeting Law.
11. Notice. Any notices provided for herein shall be in writing and delivered to the other party certified mail, return receipt requested, at the following address:

Tillamook County Transportation District
3600 3rd St, Suite A
Tillamook, OR 97141

Blue Star Gas – McMinnville Co.
880 N. Wright Rd.
Santa Rosa, CA 95407

Each party shall notify the other of any change of address for notices.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto, and shall supersede any prior agreement or understandings,

whether written or oral, which the parties may have had relating to the subject matter hereof. Any modifications to this Agreement must be in writing and signed by the party to be charged therewith.

13. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Oregon. Venue for any action shall be in Tillamook County, Oregon.
14. Counterparts. For purposes of this Agreement, a facsimile or electronic signature of the parties shall serve as an original. This Agreement may be executed in multiple counterparts, all of which shall constitute but one original.
15. Severability. If one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
16. Insurance. For the duration of this Agreement and any renewal thereof, both parties shall maintain, at their individual expense: (a) commercial general liability insurance (or the equivalent) in an amount of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate including, contractual liability and products liability, broad form property damage liability and severability of interest for each insured; (b) business auto liability insurance covering any owned, non-owned, and hired vehicles with a combined single limit for bodily injury and property damage in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate; and (c) statutory worker's compensation insurance.
17. Dispute Resolution.
 - a. Mediation. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to binding dispute resolution.
 - b. The parties shall endeavor to resolve their Claims by mediation before a mediator mutually selected by the parties. A request for mediation shall be made in writing and delivered to the other party to this Agreement. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

- c. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in a location mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.
 - d. Binding Arbitration. Any Claim not resolved by mediation shall be subject to a binding arbitration administered by Portland Arbitration in accordance with its Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
 - e. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.
 - f. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.
 - g. The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
18. Blue Star Gas' Certifications. The undersigned certifies under penalty of perjury both individually and on behalf of Blue Star Gas that:
- a. The undersigned is a duly authorized representative of Blue Star Gas, has been authorized by Blue Star Gas to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Blue Star Gas;
 - b. The undersigned is authorized to act on behalf of Blue Star Gas and that Blue Star Gas is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" includes, but is not limited to, a state tax imposed by ORS 320.005 to 320.150 and 403-200 to 403.250, ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320

(Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620. Blue Star Gas warrants to continue to comply with the tax laws of Oregon during the term of this Agreement. Blue Star Gas' failure to comply with the tax laws of Oregon before Blue Star Gas executed the Agreement or during the term of the Agreement is a default for which Customer may terminate the Agreement and seek damages and other relief available under the terms of the Agreement or under applicable law.

- c. To the best of the undersigned's knowledge, Blue Star Gas has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.
- d. Blue Star Gas and Blue Star Gas' employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
- e. Blue Star Gas ___ is / ___ is not a nonresident alien as defined in 26 USC § 7701(b)(1) (check one).

WITNESS OUR SIGNATURES, this _____ day of July, 2021.

Blue Star Gas: Blue Star Gas – McMinnville Co.

By: _____
Chris Fleming, Vice President

Customer: Tillamook County Transportation District

By: _____
Doug Pilant, General Manager

 **AIA[®] Document A141™ – 2014****Standard Form of Agreement Between Owner and Design-Builder**

AGREEMENT made as of the 12th day of July in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Tillamook County Transportation District an Oregon transportation district
3600 3rd Street, Suite A
Tillamook, OR 97141

and the Design-Builder:
(Name, legal status, address and other information)

Blue Star Gas Associates Co. a California corporation
880 N Wright Road
Santa Rosa, CA 95407
CCB # 179266

for the following Project:
(Name, location and detailed description)

TCTD - Propane Autogas
TCTD Bus Storage Yard

The design and construction of an on-site Propane Autogas refueling area to fuel Tillamook County Transportation District's vehicles. The project will include designing the refueling area, assist in determining its appropriate location so that the infrastructure complies with NFPA #58 and other Federal, State and local codes, coordinating with the Fire Marshal and other local agencies to secure the necessary permits, and serving as the General Contractor for the Project. The refueling station shall consist of all work necessary to achieve a functional refueling area, including but not limited to the following:

- 24' x 4' concrete fueling island with access from either side
- 26' x 24' wind resistant canopy with steel supports and custom matched paint (16' clearance)
- FuelMaster card reader and fuel management system
- Two (2) cardlock Autogas dispensers with breakaway devices, hose retractors, and ultra-low emission Quick Connect fuel nozzles
- Dispenser Sump Pans
- Emergency shut off system
- 4" steel pipe concrete filled crash protection
- Two (2) 2,000 gallon vertical propane tanks
- 5hp, 3 phase Corken pump and motor
- Sch 80 black iron gas piping and safety valves
- Donaldson Fuel Filter System
- Cellular-based fuel level monitoring telemetry
- Safety decals
- 20# A:B:C Fire extinguisher
- Back-up 20 kw Generator

The Owner and Design-Builder agree as follows:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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4	WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

Exhibit C (Proposal and Site Plan)

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

Init.

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(943796023)

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

Exhibit C (Proposal and Site Plan)

§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Exhibit C (Proposal and Site Plan)

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

N/A

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

Exhibit C (Proposal and Site Plan)

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

\$ 297,873.00

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

N/A

.2 Submission of Design-Builder Proposal:

N/A

.3 Phased completion dates:

N/A

.4 Substantial Completion date:

9/29/21

.5 Other milestone dates:

N/A

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

(List name, legal status, address and other information.)

. N/A

.2 Consultants

Structural – Canopy Only
Peyton-Tomita and Associates
1370 Brea Blvd. #240, Fullerton, CA 92835

Geotechnical – TBD if needed

Overall Design
Project Delivery Group

Structural – All Other structural
Response Structural Engineers
5441 Fair Oaks Blvd.
Teal Park – Suite G2
Carmichael, CA 95608
Phone: 916-680-9922
RES Project No.: 21308

All other necessary consultants

.3 Planned Subcontractors

Electrical: GPEC Electrical Contractors, PO Box 836 Amity, OR 97101

Concrete: Parker Concrete, 3121 Taylor Way, Forest Grove, ORD 97116

Becker Canopies
PO Box 495, Gladstone, OR 97027

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

N/A

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

(List name, address and other information.)

Init.

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User Notes:

(943796023)

Doug Pilant, General Manager
Tillamook County Transportation District
3600 3rd Street, Suite A
Tillamook, OR 97141
Phone: 503-842-3115_
dpilant@tillamookbus.com

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address and other information.)

N/A

§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

None

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

Cristina Grabo, Director of Sales
Blue Star Gas
3070 NE Hwy 99W
McMinnville, OR 97128
206-379-2031
cgrabo@bluestargas.com

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 14.4
 Litigation in a court of competent jurisdiction
 Other: *(Specify)*

§ 1.4 Definitions

§ 1.4.1 **Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 **The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall

not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

Init.

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(943796023)

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

(Table deleted)

(Paragraphs deleted)

(Paragraphs deleted) § 2.1 [Omitted]

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum. The Contract Sum is \$ 297,873.00 .

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary permits and approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;

- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2

(Paragraphs deleted)

[Omitted]

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

See Exhibit C for initial schedule.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Design-Builder shall provide for the Owner's approval Submittals including, but not limited to, Site Plan (which includes structural calculations for canopy and concrete plans), and revised proposal reflecting prevailing wage according to the schedule set forth in the Proposal (See Exhibit C). The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum, however, the parties may mutually agree to an extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

Init.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 **Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 **Royalties, Patents and Copyrights**

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 **Indemnification**

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 **Contingent Assignment of Agreements**

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and

- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 **Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B and Amendment 1.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

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§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal (Exhibit C sets forth Design-Builder's Proposal)

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Quality levels of materials and systems required are specified in Proposal and Submittals. Design-Builder shall not deviate from the materials and systems listed without Owner and Design-Builder executing a Modification.

§ 5.1.2 [Omitted]

§ 5.2 Construction

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques,

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sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

(Paragraphs deleted)

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[Omitted – There shall be no allowances]

(Paragraph deleted)

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors [Omitted]

(Paragraphs deleted)

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces or contractors in the event the Design-Builder fails to perform. The Design-Builder shall reimburse the Owner for costs the Owner incurs because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly. Notwithstanding, Owner shall be responsible for Design-Builder's compensation on materials and parts that Design-Builder has ordered or received for the Work.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

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§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

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§ 7.2.7 [Omitted]

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 [Omitted]

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Design-Builder and Owner mutually determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is \$ 297,873.00 .

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents. Design-Builder shall supply interim claim waivers from itself and its subcontractors and suppliers which are unconditional for prior payments and conditional for the current pay request upon forms acceptable to Owner.

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§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment

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suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. Final claim waivers must be submitted from Design-Builder and all subcontractors and suppliers conditional only upon receipt of final payment on a form acceptable to Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 [Omitted].
(Paragraphs deleted)

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be solely responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings

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against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 [Omitted].

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 [Omitted]

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 **Before or After Substantial Completion.** The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within two years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The two-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The two-year period for correction of Work shall be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

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§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the two-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. Acceptance of nonconforming work must be done in writing.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1. [Omitted]

§ 13.1.2 [Omitted]

§ 13.1.3 [Omitted]

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section include lost profit and overhead.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

(Paragraphs deleted)

[Omitted]

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or

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.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination. In no event will Design-Builder be entitled to profit or overhead on the Work not executed.

§ 13.2.4.4 In a termination for default is found to be improper it shall be converted to a termination for convenience and Design-Builder's remedies shall be limited as if it was a termination for convenience from inception.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by Design-Builder must be initiated by written notice to the Owner within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Design-Builder first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the Owner. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

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§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 The parties acknowledge that TCTD property is not subject to lien as it is public property.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation before a mediation mutually selected by the parties. A request for mediation shall be made in writing and delivered to the other party to the Contract. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration administered by Portland Arbitration in accordance with its Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until

after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds
- .4 [Omitted]
- .5 [Omitted]
- .6 Other:

Amendment 1 - Mandatory Terms For Oregon Public Improvement Contract
Exhibit C – Proposal and Site Plan
Exhibit D – Payment Bond
Exhibit E – Performance Bond

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

DESIGN-BUILDER *(Signature)*

(Printed name and title)

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User Notes:

(943796023)

**AMENDMENT #1 TO
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Amendment #1 supplements the terms of the underlying Agreement to set forth terms required for Oregon Public Contracts. To the extent of any conflict between the requirements of this Amendment #1 and the requirements imposed by the underlying Agreement, this Amendment #1 shall control. The remaining terms of the Agreement remain in full force and effect. The Owner and the Design-Builder (herein referred to as Contractor) hereby agree:

1. Mandatory Terms For Oregon Public Improvement Contract.

- (a) Contractor shall:
 - (1) 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 Agreement;
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract;
 - (3) 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;
 - (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167;
 - (5) Demonstrate that an employee drug testing program is in place;
 - (6) To the extent the Work includes demolition, salvage or recycle construction and demolition debris, if feasible and cost-effective;
 - (7) To the extent the Work includes lawn and landscape maintenance, compost or mulch yard waste material at an approved site, if feasible and cost-effective;
- (b) If the Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the contractor or a subcontractor in connection with the Agreement as the claim becomes due, Owner may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the Agreement;

- (c) If the Contractor or its subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from Owner, Contractor or its subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived;
- (d) If Contractor or its subcontractor fails, neglects or refuses to pay a person that provides 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;
- (e) Paying a claim in the manner authorized (b) through (d) above does not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim;
- (f) No person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:
 - (1)
 - (i) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - (ii) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - (2) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540;
- (g) Contractor shall give notice in writing to employees who work on Work covered by the Agreement, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work;

- (h) 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;
- (i) Contractor shall comply with ORS 656.017 unless exempt under ORS 656.126;
- (j) The withholding of retainage by Contractor and its subcontractors shall be in accordance with ORS 701.420;
- (k) In accordance with ORS 279C.560, unless Owner finds in writing that accepting a bond, security or other instrument poses an extraordinary risk that is not typically associated with the bond, security or other instrument, Owner will approve the Contractor's written request to deposit bonds, securities or other instruments with the Owner or in a custodial account or other account satisfactory to Owner with an approved bank or trust company, to be held instead of cash retainage for the benefit of Owner. In such event, Owner will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments shall accrue to the Contractor. Bonds, securities and other instruments deposited instead of cash retainage shall be assigned to or made payable to Owner and shall be of a kind approved by the Director of the Oregon Department of Administrative Services, including but not limited to: Bills, certificates, notes or bonds of the United States; Other obligations of the United States or agencies of the United States; Obligations of a corporation wholly owned by the federal government; Indebtedness of the Federal National Mortgage Association; General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon; or Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as Owner may require to protect its interests. When Owner determines that all requirements for the protection of Owner's interest have been fulfilled, the bonds and securities deposited instead of cash retainage will be released to the Contractor. If Owner accepts a surety bond from Contractor in lieu of

retainage, Contractor shall accept like bonds from its subcontractors or suppliers from which Contractor has retainage. Contractor shall then reduce the moneys Contractor holds as retainage in an amount equal to the value of the bond and pay the amount of the reduction to the subcontractor or supplier.

- (l) Owner shall make progress payments on the Agreement monthly as work progresses. Payments shall be based upon estimates of work completed that are approved by Owner. A progress payment is not considered acceptance or approval of any work or waiver of any defects therein. Owner shall pay to Contractor interest on the progress payment, not including retainage, due the contractor. The interest shall commence 30 days after receipt of the invoice from the Contractor or 15 days after the payment is approved by Owner, whichever is the earlier date. The rate of interest charged to Owner 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 receipt of the invoice from Contractor or 15 days after the payment is approved by Owner, whichever is the earlier date, but the rate of interest may not exceed 30 percent. Interest shall be paid automatically when payments become overdue. Owner shall document, calculate and pay any interest due when payment is made on the principal. Interest payments shall accompany payment of net due on the Agreement. Owner will not require Contractor to petition, invoice, bill or wait additional days to receive interest due. When an invoice is filled out incorrectly, when there is any defect or impropriety in any submitted invoice or when there is a good faith dispute, Owner shall so notify Contractor within 15 days stating the reason or reasons the invoice is defective or improper or the reasons for the dispute. A defective or improper invoice, if corrected by Contractor within seven days of being notified by Owner, may not cause a payment to be made later than specified in this section unless interest is also paid. If requested in writing by a subcontractor, Contractor, within 10 days after receiving the request, shall send to the subcontractor a copy of that portion of any invoice, request for payment submitted to Owner or pay document provided by Owner to Contractor specifically related to any labor or materials supplied by the subcontractor. Payment of interest may be postponed when payment on the principal is delayed because of disagreement between Owner and Contractor.

- (m) Owner will reserve as retainage from all progress payment five percent (5%) of the payment. As work progresses, Owner may (but is not

required) reduce the amount of the retainage and Owner may (but is not required) eliminate retainage on any remaining monthly contract payments after 50 percent of the Work under the Agreement is completed if, in Owner's opinion, such work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by Contractor, and the application shall include written approval of Contractor's surety. However, when the contract work is 97.5 percent completed, Owner may, at the Owner's sole discretion and without application by Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of a written application by Contractor, the Owner shall respond in writing within a reasonable time. The retainage held by Owner shall be included in and paid to Contractor as part of the final payment of the contract price. Owner shall pay to Contractor interest at the rate of 1.5 percent per month on the final payment due Contractor, interest to commence 30 days after the work under the Agreement has been completed and accepted and to run until the date when the final payment is tendered to Contractor. Contractor shall notify Owner in writing when the contractor considers the work complete and Owner shall, within 15 days after receiving the written notice, either accept the work or notify Contractor of work yet to be performed on the Agreement. If Owner does not, within the time allowed, notify Contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.

- (n) Contractor shall include in each subcontract for property or services the contractor enters into with a subcontractor, including a material supplier, for the purpose of performing a construction contract:
 - (1) A payment clause that obligates Contractor to pay subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the Owner pays to Contractor under the Agreement;
 - (2) A clause that requires Contractor to provide subcontractor with a standard form that the subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from Contractor;
 - (3) A clause that requires Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative

procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if Contractor: (i) Notifies the subcontractor in writing at least 45 days before the date on which the contractor makes the change; and (ii) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

- (4) An interest penalty clause that obligates Contractor, if the Contractor does not pay the subcontractor within 30 days after receiving payment from Owner, to pay subcontractor an interest penalty on amounts due in each payment Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. Contractor or subcontractor is not obligated to pay an interest penalty if the only reason that Contractor or subcontractor did not make payment when payment was due is that Contractor or subcontractor did not receive payment from Owner or Contractor when payment was due. The interest penalty: (i) Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and (ii) Is computed at the rate specified in ORS 279C.515 (2).
- (o) Contractor shall, in each of the Contractor's subcontracts, require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of subsection (n) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.
- (p) Contractor expressly agrees to be bound by and comply with prevailing rate of wage laws applicable to Contractor's Work in accordance with ORS 279C.800 et seq. The prevailing wage rates in effect when this Project was first advertised are hereby expressly incorporated into this Agreement by reference. Information on BOLI Prevailing Wage Rates may be obtained at the following site: www.oregon.gov/BOLI/WHD/PWR/pwr_state.shtml. A copy of these rates may be requested by calling the Bureau of Labor and Industries directly (Bureau of Labor and Industries – (971) 673-0838). Information on the Federal Davis-Bacon Act rates may be obtained at the following

site: www.oregon.gov/ODOT/HWY/SPECS/wages.shtml. Contractor's workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

- (q) Contractor shall have a public works bond filed with the Construction Contractors Board and shall provide Owner with a copy of such bond before starting work unless Contractor is exempt under ORS 279C.836(4), (7), (8) or (9). Contractor shall include a similar provision in any subcontract.
- (r) Contractor shall keep the prevailing rates of wage for Project posted in a conspicuous and accessible place in or about the Project and, if it provides a health and welfare plan or pension plan or both, shall post a notice describing the plan, including information on how and where to make claims and where to obtain further information, in a conspicuous and accessible place in or about the Project.
- (s) Contractor shall furnish to Owner a weekly affidavit with supporting detailed exhibits in a form that complies with the certified statement requirements of ORS 279C.845, certifying wages paid and to whom during each proceeding weekly payroll period, for itself and all subcontractor who are required to submit such certified statements under ORS 279C.845. If Contractor has failed to timely submit a required certified statement, Owner, pursuant to ORS 279C.845(8), shall withhold twenty-five percent (25%) from any amount owed to Contractor until Contractor provides the required certified statement.

OWNER:

By: _____
Name: _____
Title: _____

DESIGN-BUILDER:

By: _____
Name: _____
Title: _____

AIA[®] Document A141[™] – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141[™]-2014, Standard Form of Agreement Between Owner and Design-Builder dated the 12th day of July in the year 2021 (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

TCTD - Propane Autogas
TCTD Bus Storage Yard

THE OWNER:
(Name, legal status and address)

Tillamook County Transportation District an Oregon transportation district
3600 3rd Street, Suite A
Tillamook, OR 97141

THE DESIGN-BUILDER:
(Name, legal status and address)

Blue Star Gas Associates Co. a California corporation
880 N Wright Road
Santa Rosa, CA 95407
CCB# 179266

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section A.1.2 below

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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User Notes:(1986292825)

- Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below
- Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be two hundred and ninety seven thousand eight hundred and seventy three dollars (\$ 297,873), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

N/A

§ A.1.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ A.1.3 Cost of the Work Plus Design-Builder's Fee [Omitted]

(Paragraphs deleted)

§ A.1.4.3 Guaranteed Maximum Price [Omitted]

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

See Amendment 1 - Mandatory Terms For Oregon Public Improvement Contract

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the day of the month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than () days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

See Amendment 1 - Mandatory Terms For Oregon Public Improvement Contract

§ A.1.5.1.4 [Omitted]

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the

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various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

See Amendment 1 - Mandatory Terms For Oregon Public Improvement Contract

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee [Omitted]

(Paragraphs deleted)

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§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price [Omitted]

(Paragraphs deleted)

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

See Amendment 1 - Mandatory Terms For Oregon Public Improvement Contract

§ A.1.5.5.2 [Omitted].

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than () days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

See Exhibit C for schedule

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

See Exhibit C

Section	Title	Date	Pages
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§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

See Exhibit C

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Number

Title

Date

§ A.3.1.4
 (Paragraphs deleted)
 [Omitted]
 § A.3.1.5
 (Paragraphs deleted)
 [Omitted]

§ A.3.1.6 Design-Builder's assumptions and clarifications:

See Exhibit C

§ A.3.1.7 [Omitted]

§ A.3.1.8 [Omitted]

ARTICLE A.4 [Omitted]

ARTICLE A.5 [Omitted]

This Amendment to the Agreement entered into as of the day and year first written above.

 OWNER (Signature)

 DESIGN-BUILDER (Signature)

 (Printed name and title)

 (Printed name and title)

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AIA Document A141™ – 2014 Exhibit B

Insurance and Bonds

for the following PROJECT:

(Name and location or address)

TCTD - Propane Autogas
TCTD Bus Storage Yard

THE OWNER:

(Name, legal status and address)

Tillamook County Transportation District an Oregon transportation district
3600 3rd Street, Suite A
Tillamook, OR 97141

THE DESIGN-BUILDER:

(Name, legal status and address)

Blue Star Gas Associates Co. a California corporation
880 N Wright Road
Santa Rosa, CA 95407
CCB# 179266

THE AGREEMENT

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the 12th day of July in the year 2021 .

(In words, indicate day, month and year.)

TABLE OF ARTICLES

- B.1 GENERAL
- B.2 DESIGN BUILDER'S INSURANCE AND BONDS
- B.3 OWNER'S INSURANCE
- B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B and Amendment 1. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail. Where a provision in this Exhibit conflicts with a provision in the Amendment 1, the provision in Amendment 1 will prevail.

ARTICLE B.2 DESIGN BUILDER'S INSURANCE AND BONDS

§ B.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

insurance until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below:

(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

for 3 years after substantial completion

§ **B.2.1.1** Commercial General Liability with policy limits of not less than two million (\$ 2,000,000) for each occurrence and four million (\$ 4,000,000) in the aggregate providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury;
- .3 damages because of injury to or destruction of tangible property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Design-Builder's obligations under Section 3.1.14 of the Agreement.

§ **B.2.1.2** Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than one million (\$ 1,000,000) per claim and two million (\$ 2,000,000) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

§ **B.2.1.3** The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections B.2.1.1 and B.2.1.2.

§ **B.2.1.4** Workers' Compensation at statutory limits.

§ **B.2.1.5** Employers' Liability with policy limits as provided below:

One million

§ **B.2.1.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than two million (\$ 2,000,000) per claim and four million (\$ 4,000,000) in the aggregate.

§ **B.2.1.7** Pollution Liability covering performance of the Work, with policy limits of not less than one million (\$ 1,000,000) per claim and two million (\$ 2,000,000) in the aggregate.

§ **B.2.1.7.1** Builder's Risk in the Contract Sum..

§ **B.2.1.8** The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article B.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ **B.2.1.9 Additional Insured Obligations.** The Owner and its consultants and contractors shall be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability and Pollution Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

§ **B.2.1.10 Certificates of Insurance.** The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An

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additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section B.2.1. The certificates will show the Owner and its consultants and contractors as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

§ B.2.2 Performance Bond and Payment Bond

The Design-Builder shall provide surety bonds, on forms provided by Owner, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Exhibit D – Payment Bond	Full Contract Sum
Exhibit E – Performance Bond	Full Contract Sum

§ B.2.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

(Paragraphs deleted)

ARTICLE B.3 [Omitted]

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:



EXHIBIT C



June 25, 2021

Doug Pilant, General Manager
Tillamook County Transportation District
3600 3rd St, Suite A
Tillamook, OR 97141

Proposal for Construction of Propane Refueling Station, Fuel Supply, Vehicle Conversions, and Related Services

Dear Mr. Pilant,

Blue Star Gas is pleased to submit this proposal for the construction of a Propane Autogas fueling site, Propane Autogas Conversion Systems, and Propane Autogas fuel. This proposal offers EPA-certified bi-fuel (gasoline and propane Autogas) conversions, onsite fueling infrastructure and fuel supply, training, and other technical and equipment support for Tillamook County Transportation District's fleet (TCTD).

Blue Star Gas has been in business for 83 years, and since 1940, we have been converting vehicles and providing Autogas supply and related fueling infrastructure. We also have extensive experience converting smaller engines such as lawnmowers, generators, and irrigation pumps. We operate fourteen locations: five in California; six in Oregon; one in Arizona; one in Utah; and one in Washington. We also operate nine public Autogas fueling facilities in Oregon. In addition to these publicly accessible fueling locations, we provide onsite fueling infrastructure varying in capacity and size to meet a customer's fueling requirements. Onsite fueling infrastructure installations range from skid-mounted 1,000 gallon tanks with electronic fuel dispensers, to 30,000 gallon tanks that utilize remote fueling islands with multi-hose electronic dispensers and fuel management systems. Blue Star Gas operates over 65 public and private onsite Autogas fueling locations in the western states and supports over 700 fleet vehicles. We are a licensed General Contractor in the State of Oregon, and all Blue Star Gas personnel performing on-site installations are certified by the Oregon State Fire Marshal's Office as licensed fitters and equipment operators.

Blue Star Gas represents the Western operations of our partner, Alliance Autogas. Alliance Autogas is an integrated, nationwide partner network that includes propane retail distributors, premiere equipment providers, and certified conversion centers. Together, the Alliance Autogas partners offer a unified single source solution by providing EPA certified conversion systems, certified conversion centers, Autogas fuel, fueling equipment, and user training that will service all sizes of public and commercial fleets. Our focus is to ensure the optimal alternative fuel experience for our customers. Nationwide, Alliance Autogas supports over 10,000 vehicles and has installed over 400 propane Autogas fueling locations.

Thank you for the opportunity to submit this proposal. Please do not hesitate to reach us should you have any questions or concerns.

Regards,

Christina Grabo
Autogas Fleet Specialist
206-379-2031
cgrabo@bluestargas.com

Note: this proposal expires in 30 days

Scope of Work

Refueling Infrastructure

Blue Star Gas proposes to install on-site Propane Autogas refueling equipment to fuel Tillamook County Transportation District's vehicles. Blue Star Gas will design the refueling area and shall assist in determining its appropriate location so that the infrastructure complies with NFPA #58 and other Federal, State and local codes. Blue Star Gas will also coordinate with the Fire Marshal and other local agencies to secure the necessary permits. Blue Star Gas will serve as the General Contractor for the project and will utilize subcontractors to assist in portions of the construction of the fueling site.

The refueling station shall consist of the following:

- 24' x 4' raised metal form concrete fueling island with access from either side designed to the specifications of Response Structural Engineers.
- 26' x 24' wind resistant canopy with steel support. Apron will be custom matched paint (16' clearance)
- FuelMaster card reader and fuel management system
- Two (2) cardlock Autogas dispensers with breakaway devices, hose retractors, and ultra-low emission Quick Connect fuel nozzles
- Dispenser Sump Pans
- Emergency shut off system
- 4" steel pipe concrete filled crash protection as required by code.
- Two (2) 2,000 gallon vertical propane tanks
- 5hp, 3 phase Corken pump and motor
- Sch 80 black iron Gas piping and safety valves
- Donaldson 2 stage Fuel Filter System
- Cellular-based fuel level monitoring telemetry
- Safety decals
- 20# A:B:C Fire extinguisher
- Back-up 20 kw Generator

The following sub-sections provide specific details on the main components to the refueling equipment.

- **Fuel island:** 24' x 4' raised metal form concrete fuel island designed to the specifications of Response Structural Engineers.
- **Canopy:** 26' x 24' wind resistant canopy with 16' clearance which is designed by Becker Canopy for the location in which it is being installed to meet all current codes.
- **Dispenser:** Blue Star Gas will install two Midcom cardlock LPG Autogas fuel dispensers manufactured by Superior Energy Systems. Each dispenser consists of the following specifications:
 - An NTEP type approved propane steel dispensing and measuring cabinet with white power coat finish for service outdoors.

- A single 3/4 x 15' hose with a safety pulaway device which minimizes fuel loss in the event of a breakaway that stops flow in both directions
 - The Electronic register and metering Control Computer device with a Mid: Com Display and keyboard allowing access to menu options and gallons that will tie into the FuelMaster fuel management system. (Software for the FuelMaster Cardlock requires a desktop computer on site for data management.
 - Cabinet and fueling components contained within are NTEP type approved for LPG.
 - All fueling infrastructure built to meet and/or exceed current federal/state/local code requirements for LPG
- **Ultra-low Emission Fueling Nozzles:** Blue Star Gas utilizes the Stäubli GPV 14 LPG fueling nozzle which is principally applied throughout Europe. These nozzles provide a significant increase in safety, and have therefore become our standard. These nozzles are as easy to handle as a gasoline nozzle. To refuel, simply with one hand push the nozzle onto the filling unit until it locks, and pull on the lever to start the refueling. After refueling is completed and the dispenser is switched off, hold the nozzle with one hand, pull up on the lever, and then pull out the nozzle from the filling unit. The Stäubli nozzle contains many safety features including:
 - A non-spill design that allows for connecting or disconnecting without leakage or venting, thereby minimizing the risk of burns due to gas venting.
 - No possible gas flow if the nozzle is not correctly connected to the filling unit on the vehicle.
 - No possibility for partial locking – automatic unlocking when the lever is released
 - Audible “click” signifies when the nozzle is properly connected to the filling unit.
 - Automatic locking and opening of the circuit when pulling on the lever.
 - In-line breakaway feature to protect the refueling installation and vehicle.

Please review the attached product sheet for further details on the Stäubli GPV 14 LPG fueling nozzle.
 - **Autogas Pump:** Blue Star Gas will install a Corken DLF 060 5hp Turbine Autogas pump to provide optimum fueling speed and performance. Please review the attached product sheet for further details on the Autogas pump.
 - **Gas piping and safety valves:** materials used meet all UL, ANSI, and NFPA 54/58 codes.
 - **Fuel Level Tank Monitoring System:** The refueling equipment will also include our proprietary E-lert tank monitoring system which monitors the fuel level in the tank each day. Based on this data our dispatching system continuously forecasts deliveries to TCTD's fueling location. Additionally, low level alerts are electronically sent to the Blue Star Gas fuel dispatching system should unexpected usage occur. The E-lert system helps ensure that there is an available supply of propane Autogas onsite at all times.
 - **Fire extinguisher:** 20lb A:B:C rated per NFPA 58.
 - **Backup Generator:** The refueling station will also be equipped with a Kohler 20kW RCA generator to provide service in case of power outage. The generator will be mounted to a Kohler Generator Pad and includes a corrosion- resistant aluminum housing, Automatic Transfer Switch, and battery. Please see the attached product sheet for additional specifications.



Project Cost

Blue Star Gas shall serve as the General Contractor and coordinate with TCTD to provide for the installation of the aforementioned equipment and these additional project components:

- trenching and excavation required for the fuel island, canopy, tank foundations, and gas piping
- electrical upgrades
- concrete installation for island and foundations
- hauling and removal of concrete and soil after excavation
- crash protection that complies with NFPA 58 guidelines
- engineering and design
- permitting
- soil testing and fire safety analysis, if necessary
- installation labor and project management

Blue Star Gas offers a bid price for the aforementioned installation of the on-site refueling station at a sum of \$297,873.00 in U.S. currency. This bid amount includes prevailing wage labor rates for all applicable labor.

Upon receipt of payment in full, all refueling equipment will become property of TCTD. Any replacement parts needed for future maintenance and repair shall be at the expense of TCTD; however, as your partner in this project, Blue Star Gas will provide the routine maintenance service labor at no cost to TCTD for the duration of our fuel contract. Service calls required due to negligence by TCTD staff shall be billed to TCTD.

Estimated Construction Schedule

Task	Target Date
Review site plan with TCTD	July 7, 2021
Obtain paint chip from TCTD for custom canopy matching	July 7, 2021
Obtain approval of site plan from TCTD	July 14, 2021
Submit permit application to Tillamook County (conditioned upon TCTD's timely review of site plan)	July 19, 2021
Provide update on permit progress and ETA for equipment (if permits are not yet issued at this time, BSG to provide an updated schedule for all following items)	August 31, 2021
Begin excavation (conditioned upon receipt of permits, canopy materials, and tanks)	September 8, 2021
Install rebar and order inspection	September 14, 2021
Provide update on progress and estimated completion	September 16, 2021
Pour island, tank footings, canopy piers	September 17, 2021
Install dispensers, card reader, generator, perform electrical upgrades, install tanks and canopy. Upon completion of these items, Substantial Completion will be deemed achieved.	September 29, 2021



Request final inspections and complete finish items	October 6, 2021
Obtain final approval from Tillamook County	October 8, 2021
Train TCTD staff in safe fueling practices	October 12, 2021

Submittals/Preliminary Design Documents

Document	Due date
Improvement plans as designed by Project Delivery Group	July 7, 2021
Structural Drawings as designed by Response Structural Engineers	July 7, 2021
Structural Calculations as provided by Response Structural Engineers	July 7, 2021
Canopy Drawings as provided by Becker Canopy	July 7, 2021
Island Drawings as provided by Project Delivery Group	July 7, 2021

Key Personnel, Sub-Contractors, and Suppliers

Blue Star Gas:

-Project Manager: Christina Grabo, cgrabo@bluestargas.com, (206) 379-2031

-Director of Construction: Chris Mastrup, cmastrup@bluestargas.com, (707) 484-2861

Parker Concrete: Daniel Quinton, Daniel@parkerconcrete.com, (503) 680-4651

GPEC Electric: Karter Roberts, karter@gpecelectric.com, (971) 241-2873

Project Delivery Group: Keith Whisenhunt, keithw@pdgnw.com, 503-503-364-4004

Becker Canopy: P.O. Box 495, Gladstone, OR 97027; (503) 473-7770

Fuel Access and Fuel Use Data Reporting

FuelMaster access cards are required to activate the refueling equipment. These cards are also used to manage and track fuel use data. Fuel access cards will be issued to all necessary vehicles and personnel at no charge to the TCTD. Blue Star Gas will provide training to TCTD staff to generate fueling reports tracking each fill transaction. The report will identify the transaction date and time, as well as vehicle and driver identifiers.

In addition to providing on-site refueling equipment, Blue Star Gas shall also provide TCTD access to our existing public fueling locations in Oregon by issuing fuel cards upon request. Transaction data for purchases performed at Blue Star Gas' public refueling locations will be provided with your fuel invoices and can also be downloaded as CSV files via the Comdata portal. Please see attached map indicating the location of these public fueling sites.

Brookings Crescent City Eugene Garberville Grants Pass McMinnville Medford
Mt. Shasta Phoenix Redding Salem Salt Lake City Santa Rosa Seattle

Fuel Pricing and Terms

NOTE: Struck items will be covered by other contracts

~~Blue Star Gas will provide market-based pricing for Autogas at an adder of \$0.60 over our laid in cost to our local branch, plus any applicable state or federal motor vehicle fuel tax. Onsite deliveries will be provided as bulk deliveries to allow TCTD to own the fuel at the time of dispensing in keeping with the Oregon Clean Fuels Program. A fuel contract for a minimum period of five years is a condition of this proposal, and has been provided with this proposal.~~

Training on Safely Using Refueling Equipment

Blue Star Gas will also provide, at no cost to TCTD, initial operating instructions, training, and training materials (“Safety Training”) for TCTD’s personnel for the safe handling of Autogas and operation of fueling equipment. All training will be designed to familiarize personnel with the mechanical equipment, controls, safety features, operating characteristics and operator checks and services for the refueling equipment. Times will be scheduled for Blue Star Gas to initially train TCTD personnel, and Blue Star Gas will also guide a designated TCTD representative(s) through a “train the trainer” curriculum to provide ongoing training of TCTD personnel. After the initial Safety Training, Blue Star Gas will conduct regular annual trainings for designated TCTD representative(s).

Emergency Response

Blue Star Gas maintains a 7 day/24 hour live answering service so that our on-call staff can respond to any emergency situation (gas leak, vehicle pull away, etc.).

Tax Guidance and Incentives

Blue Star Gas shall assist TCTD, at no cost, with acquiring any applicable incentives for TCTD’s purchase of the Prins bi-fuel conversion systems, as well as with acquiring any other applicable incentive or grant program pertinent to this project. As an industry leader, Blue Star Gas has extensive experience evaluating, educating, and providing our customers overall guidance on federal and state taxes and how to claim available tax incentives for propane fueled vehicles including, tax or grant incentives for the purchase of alternative fuel conversion kits. In fact, Blue Star Gas actively participates in industry associations, and even directly lobbies on behalf of our customers to encourage the Oregon Legislature to maintain existing incentives, as well as promote new ones that encourage alternative fuel adoption. Several of our staff members have accounting, legal and taxation backgrounds that can guide TCTD on most tax and incentives issues.

~~*Fuel Cost Savings Report Card*~~

~~An additional distinguishing support feature we offer is, annually, Blue Star Gas will generate for TCTD a report card that will show its fuel cost savings as a result of utilizing propane Autogas in lieu of gasoline. The report card will detail how many gallons TCTD consumed that reporting period and its average fuel~~



savings for using Autogas compared to the average gasoline per gallon price as reported on the West Coast Less California EIA index.

Autogas Conversion Equipment

Blue Star Gas and its affiliated Alliance Autogas conversion partners will convert TCTD's vehicles using the Prins VSI-2 Bi-fuel Vapor Sequential Injection System (Prins VSI System). The Prins VSI-2 System is a bi-fuel system that starts on gasoline and immediately switches to Autogas. The Prins VSI-2 System meets rigorous performance requirements as it has been tested in the extreme application of motorsport.

Blue Star Gas has already partnered with several dozen Northwest-based fleets to install the Prins System on their vehicles. Because propane becomes the primary fuel when vehicles are converted using the Prins VSI System, private and municipal Northwest-based fleets have experienced tremendous fuel cost savings. In addition to fuel savings, these fleets have also helped improve Oregon air quality because using propane as their primary fuel reduces emissions.

Prins, the manufacturer of the VSI-2 System, is the third largest manufacturer of LPG systems in the world, and is the leader in Vapor Injection technology that has currently over a million systems operating worldwide. Prins is constantly working to continue to be a leader in developing technology for alternative fuel system solutions. Each product is developed in-house and tested in their facilities in the Netherlands. Alliance Autogas holds the distribution rights in the United States and engineers the VSI-2 systems to EPA specifications.

The Prins VSI-2 System includes at least a 36 month/36,000 mile parts and labor warranty that will not void the OEM warranty on the vehicle. Please see the attached warranty offered through our Alliance Autogas partner, Blossman Services Inc. ("Blossman"). Blossman is the only authorized U.S. distributor of Prins equipment and the holder of EPA certificates. The warranty will only apply when the Prins VSI System is installed by an authorized installer (i.e., a member of the Alliance Autogas). All components also comply with R67.01/R110/R115/CSA and EPA regulations.

Blue Star Gas will install EPA-certified Prins Autogas Bi-fuel Conversion systems on TCTD's vehicles at the current pricing at the time of order. The current cost of vehicle conversions is as follows and includes the conversion equipment, single Autogas tank, installation labor, and warranty:

- Ford Transit with 3.5L Port-fuel Direct Injection engine: \$6,200.00
- Ford E-450/F-550/F-650 with 7.3L V8 engine: \$7,200.00

Conversion and Tank Installation and Post-Installation Support



Blue Star Gas will coordinate with our certified conversion partners to perform all the Prins VSI-2 System installations on TCTD's vehicles. Our partners have extensive experience working with public agencies and converting their fleet vehicles. Our partner's mechanics have been trained and certified by Alliance Autogas to do the conversions, troubleshoot issues, and perform warranty work in a safe manner.

Alliance Autogas provides in house and on-site training of technicians and workshops for initial and recurring training. Alliance Autogas also provides experienced field application engineers to give worldwide support and training as needed. In addition, our partners are provided with photo illustrated manuals with step-by-step instructions, product placement, and a worldwide database that tracks known issues and provides guidance to troubleshoot issues specific to vehicle brand and model.

Fuel tanks come in standard sizes to match a vehicle chassis, but in many cases we have the ability to install auxiliary tanks on certain models that can provide the TCTD longer range for certain desired applications. Current pricing for equipment and installation of auxiliary tanks is \$1,800.00.

Once the installations are completed, Blue Star Gas will provide 24/7 ongoing technical support, reasonable equipment modifications, and support for service and maintenance of the Prins VSI-2 System. Blue Star Gas has an Autogas Fleet Specialist on staff that works closely with our partners and the manufacturer to troubleshoot virtually any post-installation issues that may arise. This level of support will be available at no cost to the TCTD.

Our staff will also train TCTD's mechanics to perform the scheduled maintenance and warranty work (if needed and desired) for the Prins VSI System. Blue Star Gas will certify TCTD's vehicle maintenance personnel as service centers to perform basic maintenance and the diagnosis of trouble codes. A tablet loaded with the Prins Diagnostic Software and Ease OBD II Software is required to perform scheduled maintenance and will be provided as part of the scope of this project. This software and tablet package will allow your mechanics to connect the vehicle directly to our technical support team through the internet. Diagnostics, adjustments and warranty claims can be performed using this software. Additional Alliance Autogas and Prins resources will be available as part of this program to ensure any issues are resolved. Our facilities stock a complete parts inventory including an ample supply of filters that need to be replaced on the initial 15,000 miles and then every 45,000 miles thereafter. The replacement filters have a cost of less than \$100.00 at each interval and this is the extent of the routine maintenance costs for the Prins System.

Conclusion

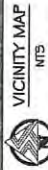
Thank you for considering our proposal for TCTD's Propane Autogas project. The Blue Star Gas team is pleased to offer TCTD on-site refueling infrastructure and fuel supply, the Prins VSI-2 System, and other related services as specified in this proposal. We believe that our extensive knowledge and level of service as outlined above will provide superior support for TCTD as it commences an alternative fuel program by



using propane Autogas. We look forward to a successful partnership and supporting TCTD throughout this transition and for many years to come.

Please do not hesitate to contact us should there be any points we may clarify for you in your review.

BLUE STAR GAS
TCTD FUELING ISLAND & TANK
TILLAMOOK, OREGON
JUNE 2021



VICINITY MAP
NTS

BLUE STAR GAS
BUSINESS & COMMERCIAL
LAND SURVEYORS
PROJECT MANAGERS
PLANNERS

REGISTERED PROFESSIONAL ENGINEER
STATE OF OREGON
NO. 12767
EXPIRES JUNE 30, 2022

BLUE STAR GAS
TILLAMOOK, OREGON
PROJECT #21015
TCTD FUELING ISLAND & TANK

SHEET NO.	SHEET TITLE
C-0.01	COVER SHEET
C-1.01	SITE PLAN AND TURNING MOVEMENT EXHIBIT
C-3.01	FUEL ISLAND & TANK PLAN DIMAGMENTS
C-5.03	2,000-GAL VERTICAL TANK
C-5.05	FUEL DISPENSER, HOSE, AND NOZZLE
C-5.07	UPS PUMP DETAILS
C-5.09	E-STOP DETAILS (1 OF 2)
C-5.11	E-STOP DETAILS (2 OF 2)

PROJECT SUMMARY

- THE SCOPE OF THE PROJECT INCLUDES THE ABOVE GROUP INSTALLATION OF REGULATED GASOLINE PROPANE TANKS, TWO FUEL DISPENSERS WITH AIR FILTERS, FUEL ISLAND, TANK, TURNING MOVEMENT, TURNING EXHIBIT, FUELING ISLAND AND TURNING MOVEMENT DIMAGMENTS.
- THE MOST RECENTLY ADOPTED EDITION OF THE INTERNATIONAL MECHANICAL CODE, CHAPTERS 23 AND 41 OF THE MOST RECENTLY ADOPTED EDITION OF THE OREGON FIRE CODE ARE APPLICABLE TO THIS WORK.

GENERAL NOTES

- CHAPTERS 23 AND 41 OF THE OREGON FIRE CODE AND CHAPTER 56 OF THE IFPA ARE APPLICABLE TO THIS WORK.
- STORAGE, HANDLING, AND TRANSPORTATION OF LIQUEFIED PETROLEUM GAS (LPG) - 42-CAS AND THE INSTALLATION OF THE ASSEMBLY SHALL BE IN ACCORDANCE WITH SECTION 511.1.1 OF THE INTERNATIONAL MECHANICAL CODE AND THE IFPA.
- LPG EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE OREGON MECHANICAL SPECIFIC CODE, INTERNATIONAL FUEL GAS CODE, AND THE IFPA 50, EXCEPT AS OTHERWISE PROVIDED IN CHAPTERS 23 AND 41 OF THE INTERNATIONAL MECHANICAL CODE.
- EQUIPMENT AND PIPING SHALL NOT BE INSTALLED IN LOCATIONS WHERE SUCH EQUIPMENT AND PIPING IS PROHIBITED BY THE OREGON MECHANICAL CODE, INTERNATIONAL MECHANICAL SPECIFIC CODE, INTERNATIONAL FUEL GAS CODE, AND THE IFPA 50, EXCEPT AS OTHERWISE PROVIDED IN CHAPTERS 23 AND 41 OF THE INTERNATIONAL MECHANICAL CODE.
- USE COMPRESSED GAS SHALL BE INSTALLED IN ACCORDANCE WITH THE OREGON MECHANICAL SPECIFIC CODE, INTERNATIONAL FUEL GAS CODE, AND THE IFPA 50, EXCEPT AS OTHERWISE PROVIDED IN CHAPTERS 23 AND 41 OF THE INTERNATIONAL MECHANICAL CODE.
- USE COMPRESSED GAS SHALL NOT BE INSTALLED IN LOCATIONS WHERE SUCH EQUIPMENT AND PIPING IS PROHIBITED BY THE OREGON MECHANICAL CODE, INTERNATIONAL MECHANICAL SPECIFIC CODE, INTERNATIONAL FUEL GAS CODE, AND THE IFPA 50, EXCEPT AS OTHERWISE PROVIDED IN CHAPTERS 23 AND 41 OF THE INTERNATIONAL MECHANICAL CODE.
- SAFETY SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. ALL PERSONNEL SHALL BE TRAINED IN ACCORDANCE WITH THE OREGON MECHANICAL SPECIFIC CODE, INTERNATIONAL MECHANICAL SPECIFIC CODE, INTERNATIONAL FUEL GAS CODE, AND THE IFPA 50.
- ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE OREGON FIRE CODE, AS WELL AS IN ACCORDANCE WITH THESE DIMAGMENTS AND NOTES.
- ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE OREGON FIRE CODE, AS WELL AS IN ACCORDANCE WITH THESE DIMAGMENTS AND NOTES.
- APPLICABLE FIRE RISK ASSESSMENTS, INCLUDING THE OREGON FIRE CODE SECTION 503, WITH A MINIMUM RATING OF 2-1-25-R-C SHALL BE PROVIDED AS SPECIFIED IN IFPA 50.

PROJECT CONTACTS

TANK OWNER:
CHRISTINA SPARO
10002 E. MARGINAL WAY S.
SALEM, OREGON 97301
503-364-4024 (OFFICE)
503-364-4024 (OFFICE)
CSPARO@BLUESTARPGAS.COM

ENGINEER & LAND SURVEYOR:
KATHY WHITEHUNT, P.E. & P.L.S.
2001 HAWTHORNE AVE. SE
SALEM, OREGON 97301
503-364-4024 (OFFICE)
KATHY@TCDW.COM

PROPERTY OWNER:
TCD COMPANY TRANSPORTATION
DISTRICT
3600 3RD STREET, SUITE A
TILLAMOOK, OREGON 97141
503-815-4825

DEFERRED SUBMITTALS

- ELECTRICAL SUPPLY

811
Know what's below.
Call before you dig.
OREGON 811

ATTENTION OREGONIANS

OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITIES COMMISSION. YOU MAY OBTAIN COPIES OF THESE RULES FROM THE CENTER OF OREGON 800-252-1987. IF YOU HAVE ANY QUESTIONS ABOUT THESE RULES, CONTACT THE CENTER OF OREGON 800-252-1987. AT LEAST TWO BUSINESS DAYS BEFORE COMMENCEMENT OF CONSTRUCTION, YOU MUST NOTIFY THE CENTER OF OREGON 800-252-1987. CONSTRUCTION WILL BE IN ACCORDANCE WITH THESE DIMAGMENTS, CITY OF TILLAMOOK, STANDARD PLANS, AND CITY OF TILLAMOOK STANDING ORDINANCES.

COVER SHEET

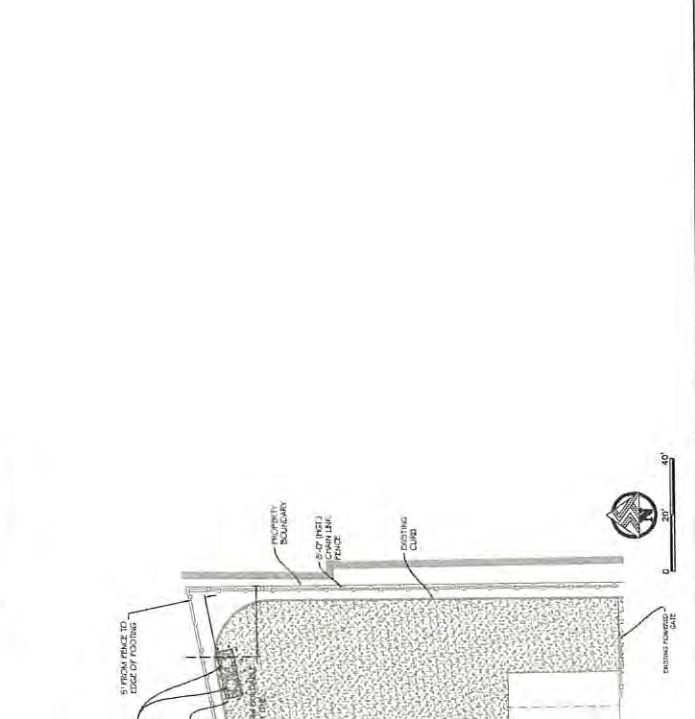
C-0.01

NO.	DATE	DESCRIPTION	BY	CHKD BY
1		CLIENT REVIEW		
		DESCRIPTION		
		DATE		
		BY		
		CHKD BY		
		APPROVED BY		

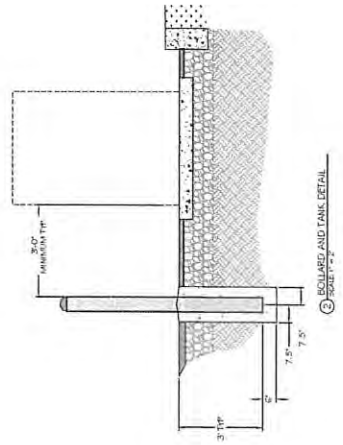
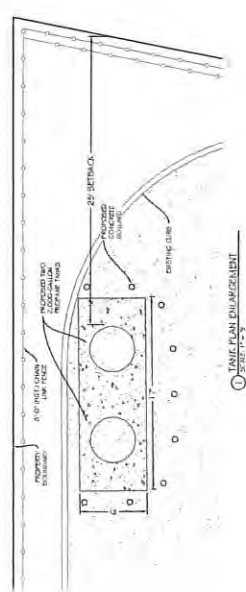
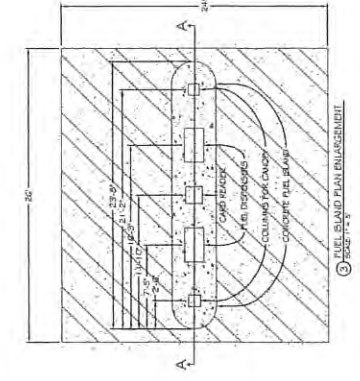
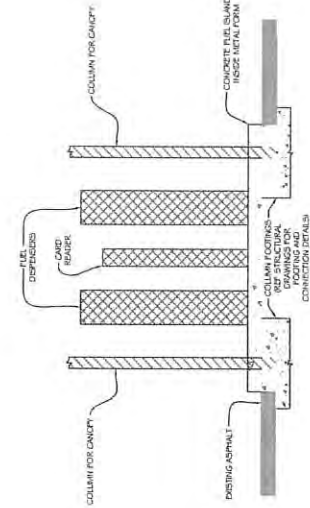
SITE PLAN AND TURNING MOVEMENT EXHIBIT

C-101

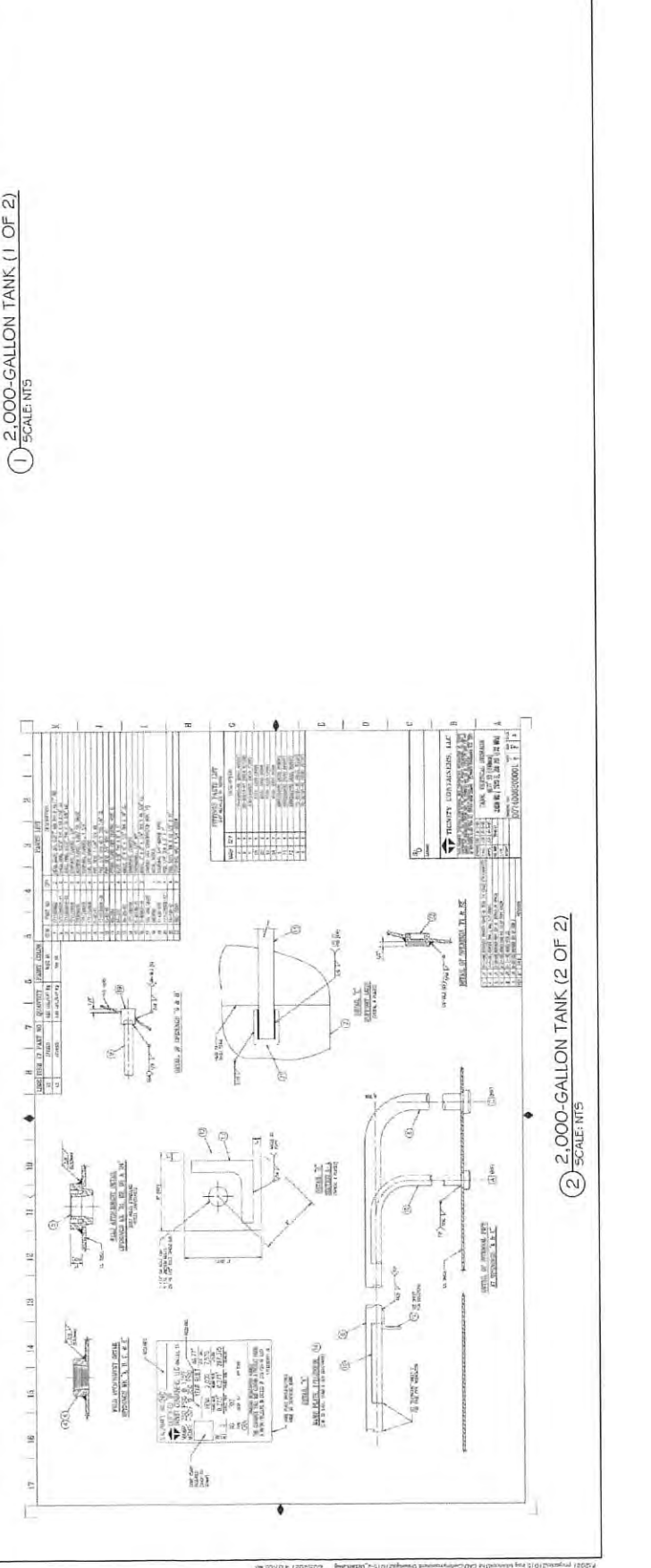
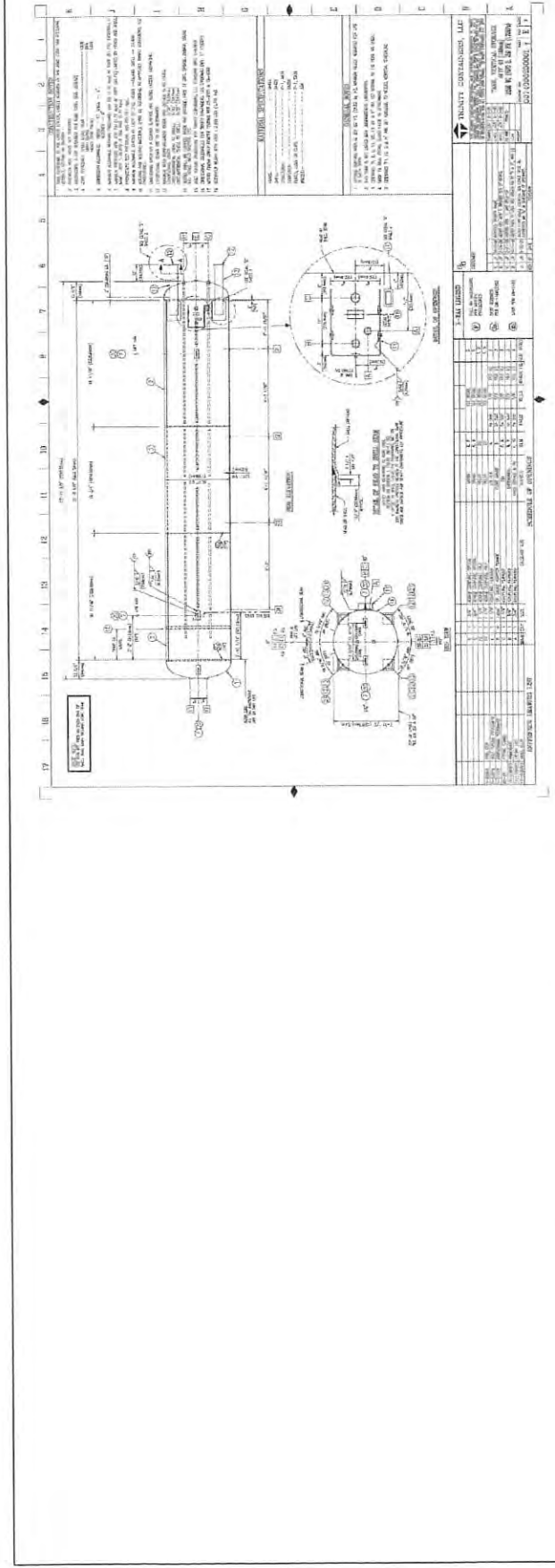
- GENERAL NOTES:**
1. THESE NOTES SHALL APPLY TO ALL DIMENSIONS SHOWN ON THESE DRAWINGS UNLESS OTHERWISE NOTED TO THE CONTRARY.
 2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 4. ELECTRICAL COMPONENTS WITHIN 5' OF PRODUCT TRANSFER, TANKS OR VENT OPENINGS SHALL BE PROTECTED WITH 1/2" OF PRODUCT TRANSFER TANKS OR VENT OPENINGS SHALL BE CLASS 1, DIVISION 2.
- LEGENDS - WORK BY CONTRACTOR:**
1. INSTALL DISPENSER, DISPENSER HOSE LENGTH SHALL NOT EXCEED 16' IN LENGTH, DISPENSER HOSES AND PIPING SHALL HAVE PROVISION FOR VALVES, DISPENSER SHALL INCLUDE THE INTERNAL VALVE FOR REMOTE CLOSURE AND AN EMERGENCY SHUTOFF USING THE MAIN AC TUNCTION.
 2. FOR REMOTE CLOSURE AND EMERGENCY SHUTOFF INSTALL IN THE LINE AS CLOSE AS POSSIBLE TO THE VALVE LOCATION AS CLOSE AS POSSIBLE TO THE DISPENSER WITH EXCESS FLOW VALVE INSTALLED IN CONJUNCTION, PLUS EMERGENCY SHUTOFF VALVE FITTED FOR REMOTE CLOSURE AND EMERGENCY SHUTOFF IN CONJUNCTION WITH DISPENSER.
 3. INSTALL EMERGENCY SHUTOFF SWITCH ON ISLAND, MOUNTING HEIGHT TO BE NOT LESS THAN 48" ABOVE AND NOT MORE THAN 54" ABOVE THE SURROUNDING GROUND, COORDINATE WITH THE TANK MANUFACTURER'S REQUIREMENTS.
 4. INSTALL EMERGENCY SHUTOFF SWITCH ON CAB FASER, MOUNTING HEIGHT TO BE NOT LESS THAN 48" ABOVE AND NOT MORE THAN 54" ABOVE THE SURROUNDING GROUND, COORDINATE WITH THE TANK MANUFACTURER'S REQUIREMENTS.
 5. INSTALL "PROPANE SHUT OFF" SIGN IN CONJUNCTION WITH WPA SS. SIGNS TO HAVE 3" INCH TALL BLOCK LETTERS, COLOR OF LETTER AND BACKGROUND COLOR ARE TO BE OF A CONTRASTING COLOR.
 6. PLACE 11" (20 LB. ABC) PORTABLE FIRE EXTINGUISHER.
 7. INSTALL TANK MOUNTED "NO SHOCKING" SIGN ON OUTWARD FACING TANK SIDES.
 8. INSTALL WEIGHING SIGNS AT DISPENSER INCLUDING THE FOLLOWING WEIGHTS (MESSAGES):
 - a. SHUT OFF MOTOR.
 - b. DISCHARGE YOUR STATIC ELECTRICITY BEFORE FUELING BY TOUCHING A METAL SURFACE AWAY FROM NOZZLE.
 - c. IF A FIRE SPREADS, DO NOT REMOVE NOZZLE, USE EMERGENCY SHUTOFF.
 - d. IT IS UNLAWFUL AND DANGEROUS TO DISPENSE FUEL INTO UNAPPROVED CONTAINERS.



PURPOSE FOR ISSUANCE	
NO.	1
DESCRIPTION	CLIENT REVIEW
DATE	02/25/21
BY	



NO.	DATE	DESCRIPTION
1	6/25/11	CLIENT REVIEW



4-01-103101-14-04-1 (3/1)

STÄUBLI

GPV 14 nozzle

Self service refueling LPG (Autogas) vehicles



1 STÄUBLI GPV NOZZLE 14 (1 OF 4)
SCALE: NTS



Global presence of the Stäubli Group
www.staubli.com

STÄUBLI

4 STÄUBLI GPV NOZZLE 14 (4 OF 4)
SCALE: NTS



Self-feeding filling for vehicles
The nozzle is designed for self-feeding filling of vehicles. It is equipped with a self-feeding mechanism that allows the nozzle to automatically fill the vehicle's tank. This feature is particularly useful for busy refueling stations where staff resources are limited.

Easy to use
The nozzle is designed to be easy to use. It features a large, ergonomic handle and a clear display of the nozzle's status. The nozzle is also equipped with a self-feeding mechanism that allows the nozzle to automatically fill the vehicle's tank.

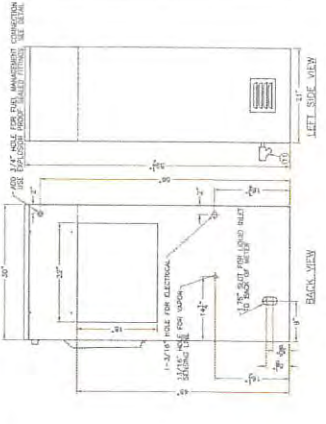
Safe and convenient
The nozzle is designed to be safe and convenient. It features a self-feeding mechanism that allows the nozzle to automatically fill the vehicle's tank. This feature is particularly useful for busy refueling stations where staff resources are limited.

Bill of material
The nozzle is made of high-quality materials. It features a self-feeding mechanism that allows the nozzle to automatically fill the vehicle's tank. This feature is particularly useful for busy refueling stations where staff resources are limited.

Notes
The nozzle is designed to be easy to use. It features a large, ergonomic handle and a clear display of the nozzle's status. The nozzle is also equipped with a self-feeding mechanism that allows the nozzle to automatically fill the vehicle's tank.

2 STÄUBLI GPV NOZZLE 14 (2 OF 4)
SCALE: NTS

ITEM NO.	DESCRIPTION	QTY	UNIT
1	NOZZLE 14	1	EA
2	HANDLE	1	EA
3	TRIGGER GUN	1	EA
4	NOZZLE TIP	1	EA
5	PROTECTIVE CAP	1	EA
6	SELF-FEEDING MECHANISM	1	EA
7	ERGONOMIC HANDLE	1	EA
8	TRIGGER GUN	1	EA
9	NOZZLE TIP	1	EA
10	PROTECTIVE CAP	1	EA
11	SELF-FEEDING MECHANISM	1	EA
12	ERGONOMIC HANDLE	1	EA
13	TRIGGER GUN	1	EA
14	NOZZLE TIP	1	EA
15	PROTECTIVE CAP	1	EA
16	SELF-FEEDING MECHANISM	1	EA
17	ERGONOMIC HANDLE	1	EA
18	TRIGGER GUN	1	EA
19	NOZZLE TIP	1	EA
20	PROTECTIVE CAP	1	EA



3 STÄUBLI GPV NOZZLE 14 (3 OF 4)
SCALE: NTS

Technical data

Parameter	Value
Material	Aluminum
Weight	1.2 kg
Dimensions	150 x 100 x 100 mm
Operating pressure	10 bar
Flow rate	10 l/min
Temperature range	-20 to +50 °C
Storage temperature	-20 to +50 °C
Humidity	95% RH
IP rating	IP65
CE mark	Yes
RoHS compliant	Yes
REACH compliant	Yes
UL listed	Yes
UL listed for	125 °C
UL listed for	150 °C
UL listed for	175 °C
UL listed for	200 °C
UL listed for	225 °C
UL listed for	250 °C
UL listed for	275 °C
UL listed for	300 °C
UL listed for	325 °C
UL listed for	350 °C
UL listed for	375 °C
UL listed for	400 °C
UL listed for	425 °C
UL listed for	450 °C
UL listed for	475 °C
UL listed for	500 °C
UL listed for	525 °C
UL listed for	550 °C
UL listed for	575 °C
UL listed for	600 °C
UL listed for	625 °C
UL listed for	650 °C
UL listed for	675 °C
UL listed for	700 °C
UL listed for	725 °C
UL listed for	750 °C
UL listed for	775 °C
UL listed for	800 °C
UL listed for	825 °C
UL listed for	850 °C
UL listed for	875 °C
UL listed for	900 °C
UL listed for	925 °C
UL listed for	950 °C
UL listed for	975 °C
UL listed for	1000 °C

Associated products

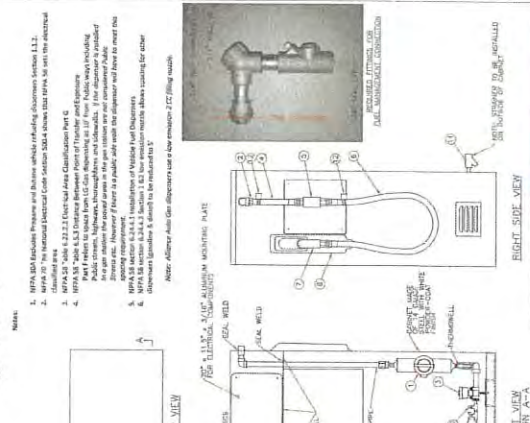


For even greater safety, use the nozzle in conjunction with the self-feeding mechanism. This system prevents disconnection and substrate, critical to the tank, from being damaged.

Part numbers



3 STÄUBLI GPV NOZZLE 14 (3 OF 4)
SCALE: NTS



5 FUEL DISPENSER
SCALE: NTS

BLUE STAR GAS
TILMORK, OREGON
PROJECT #21015
TCTD FUELING ISLAND #4 TANK

BLUE STAR GAS
11000 NE 17th Ave
Portland, OR 97230
503.281.1100
www.bluestar.com

PROFESSIONAL ENGINEER
STATE OF OREGON
JAMES A. JENKINS
EXPIRES JAN. 31, 2022
0227-0020

NO.	DESCRIPTION	DATE	BY	KW
1	CLIENT REVIEW	6/29/21		

PURPOSE FOR ISSUANCE

DATE PLOTTED

FUEL DISPENSER, HOSE, AND NOZZLE

C-5.05

BLUE STAR GAS
 TILMADOK, OREGON
 PROJECT #21019
TCTD FUELING ISLAND & TANK

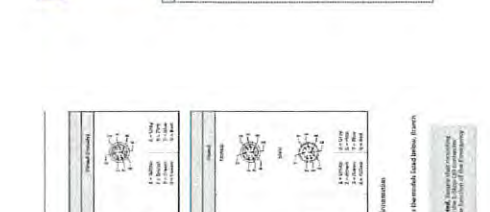
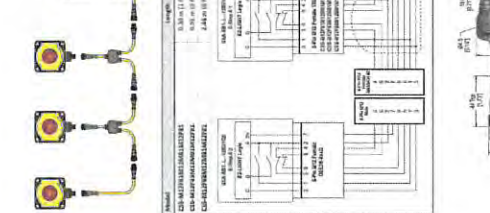
APPROVED FOR CONSTRUCTION
 DATE: JANUARY 2019

CIVIL ENGINEER
 LAND SURVEYOR
 PROJECT MANAGER
 www.bluestar.com

PURPOSE FOR ISSUANCE

NO.	DESCRIPTION	DATE	BY
1	CLIENT REVIEW	6/29/21	JW

SCALE: NTS



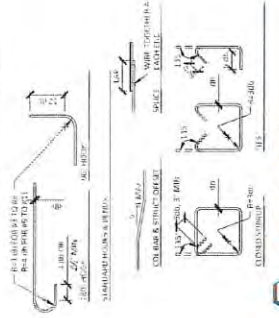
① BANNER E-STOP (1 OF 4)
 SCALE: NTS

② BANNER E-STOP (2 OF 4)
 SCALE: NTS

③ BANNER E-STOP (3 OF 4)
 SCALE: NTS

④ BANNER E-STOP (4 OF 4)
 SCALE: NTS

U.S. Application Standards
 ANSI B11 Safety of Machinery General Requirements and Risk Assessment
 ANSI B11.1 Performance Criteria for Safeguarding
 ANSI B11.3 Safety Standards for Rotating Machinery
 International Organization for Standardization
 ISO 12100 Safety of Machinery - General Requirements and Risk Assessment
 ISO 13857 Safety of Machinery - Protection for Design
 ISO 14122 Safety of Machinery - Guards and Guarding Systems
 ISO 14124 Safety of Machinery - General Requirements
 ISO 14125 Safety of Machinery - International Control Circuit Checks
 ISO 14126 Safety of Machinery - Safety of Rotating Parts - Design and Manufacturing
 EU Declaration of Conformity (DoC)
 Banner Engineering Corp. Limited Warranty

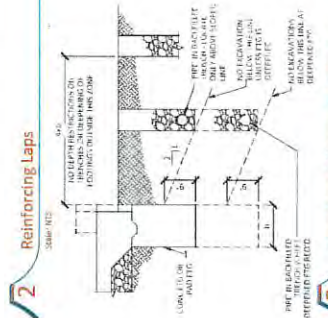


1 Reinforcing Bends
Scale: 1/8" = 1'-0"

MINIMUM TENSILE STRENGTH REQUIREMENTS FOR REINFORCING STEEL

STEEL TYPE	TENSILE STRENGTH (MIN)	YIELD STRENGTH (MIN)	ELONGATION (MIN)
A305	60,000	42,000	18%
A36	58,000	42,000	18%
A572-50	65,000	48,000	18%
A572-60	70,000	52,000	18%
A572-70	75,000	57,000	18%
A572-80	80,000	62,000	18%
A572-100	100,000	78,000	18%

NOTE: 1. ALL REINFORCING STEEL SHALL BE SUPPLIED BY THE ARCHITECT'S DESIGNATED SUPPLIER.
2. MINIMUM TENSILE STRENGTH SHALL BE IN THE 0.2% YIELD STRENGTH REGION.
3. STAGGER SPACING SHALL BE MAINTAINED THROUGHOUT THE ENTIRE LENGTH OF THE BAR.
4. ALL REINFORCING STEEL SHALL BE SUPPLIED IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM A618-11.
5. REINFORCING STEEL SHALL BE SUPPLIED IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM A618-11.
6. ALL REINFORCING STEEL SHALL BE SUPPLIED IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM A618-11.



3 Trenching Adjacent To Footing
Scale: 1/8" = 1'-0"

- VI. Concrete Notes:**
1. Concrete construction shall conform to ACI 318.
 2. Reinforcing shall conform to ASTM A615. Use Grade 60 for #4 bar and higher and Grade 40 for #3 bars.
 3. Lap all reinforcing #4 bar diameters 34" minimum unless noted otherwise; #3 otherwise rebar 24".
 4. Minimum concrete coverage of reinforcing steel shall be as follows: unless otherwise noted or shown:
 - Concrete cast against earth 2"
 - Formed concrete exposed to earth or weather: 1 1/2"
 - #5 bar and smaller: post tensioned strands: 1 1/2"
 - #6, #8 bars: 2"
 - Formed concrete not exposed to earth or weather: 1 1/2"
 - Bars in slabs and walls and joists 1"
 - Bars in beams and columns: 1 1/2"
 - #2 #4 bar 1 1/2"
 5. Exposed rebar: All vertical rebar shall be coated using a liquid membrane forming curing compound. The liquid membrane forming curing compound shall meet the requirements of ASTM C1313 with a minimum VOC content of 700 g/l. Acceptable alternatives:
 - a. "Super Bar Seal" or "Super Aqua Cure" by Cull Chemical. Part Number 677-438-3626
 6. Concrete Protection and Curing:
 - General: Normal concrete set time and protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with manufacturer's instructions for curing.
 - During curing: During concrete placement operations, windbreaks and enclosures shall be used to protect concrete from wind and to prevent rapid evaporation of moisture from the concrete surface.
 - Concrete hydration: Apply the appropriate curing compound as quickly as possible after concrete placement. Do not place concrete in freezing temperatures. Do not place concrete in freezing temperatures. Do not place concrete in freezing temperatures.
 - Minimize plastic drying shrinkage cracking at the surface of the freshly placed concrete.

- Vertical Tank Foundation**
- Vertical Tank Foundation**
- 3600 3rd St
Tillamook, OR 97141
- RESPONSE STRUCTURAL ENGINEERS**
www.response-eng.com
8441 Hill Oaks Blvd.,
La Plata, PA 17038
Phone: 816-680-9922
958 Project Dr., Tillamook, OR 97141

- I. Intent of Drawing Notes:**
1. These structural plans address the new foundation for a vertical tank. See drawing by Tank manufacturer for complete structure info. Typical Details and Cover of Rebar on their drawings apply to these drawings unless noted otherwise. Specifically detailed as noted elsewhere.
 2. Refer to any conflicts on the drawings with the Architect and Structural Engineer before proceeding with construction. Dimensions take precedence over callouts and notes. However, any significant discrepancies shall be noted and resolved by the Architect and Structural Engineer before construction. The contractor shall be responsible for all temporary bracing, shoring, and contractor is responsible for determining and ensuring all construction details comply with the drawings.
- II. General Structural Notes:**
1. The foundation design is based on assumption soil bearing capacity of 1.5 ksf. The foundation design is based on assumption soil bearing capacity of 1.5 ksf. The foundation design is based on assumption soil bearing capacity of 1.5 ksf.
 2. D-1. Lateral Bearing Pressure: #1500gpf
 3. Unless otherwise indicated, foundation work shall be performed in accordance with the 2018 IBC and applicable local codes.
 4. Foundation excavations shall be examined and certified by the soil engineer or the representative prior to the placement of any concrete. Repair shall be submitted to the Architect for review. The Inspection Building Department prior to concrete foundation inspection.
 5. Typical details and notes shall apply unless otherwise shown or noted on drawings for similar conditions.
 6. Details of construction not fully shown shall be of the same nature as shown for similar conditions.
 7. It is the Contractor's responsibility to comply with the permit requirements of the local jurisdiction. The Contractor shall be responsible for obtaining all necessary permits. The Contractor's failure to comply with these requirements. The Contractor shall be responsible for obtaining all necessary permits. The Contractor's failure to comply with these requirements.
 8. Contractor shall verify all dimensions, elevations, grades, lines, etc. on the job.
 9. Contractor shall notify the Architect and Engineer where a conflict exists with any of the contract drawings or documents. Contractor is not responsible for resolving conflicts with the affected parties.

III. Design Criteria Notes:

Architect: [Name], Structural Engineer: [Name]

Project Location: [Location]

Project Number: [Number]

Project Date: [Date]

Project Status: [Status]

IV. Structural Materials:

Component	Material	Specification	Reference
Concrete	Normal Weight	4000 psi	ACI 318-14
Reinforcing Steel	Grade 60	A615-11	A615-11
Formwork	1/2" Plywood	Forming	Forming
Shoring	4x4 Posts	Shoring	Shoring

V. Structural Sheets:

Sheet No.	Sheet Title
S1	FOUNDATION PLAN & DETAILS

IX. Abbreviations:

ABC	ARCHITECT
ACI	AMERICAN CONCRETE INSTITUTE
ASCE	AMERICAN SOCIETY OF CIVIL ENGINEERS
ASTM	AMERICAN SOCIETY OF TESTING MATERIALS
AWC	WOOD PRESERVATION ASSOCIATION
BS	BRITISH STANDARDS
CC	CONCRETE
CS	CONCRETE
DB	DEVELOPER
EC	ENGINEER
EM	ENGINEER
EP	ENGINEER
ES	ENGINEER
ET	ENGINEER
EV	ENGINEER
EW	ENGINEER
EX	ENGINEER
F	FORMWORK
G	GRADE
H	HIGH
I	INCH
J	JOINT
K	KILO
L	LENGTH
M	METER
N	NUMBER
O	OTHER
P	POST
Q	QUANTITY
R	RADIUS
S	SCALE
T	TEMPERATURE
U	UNIT
V	VOLUME
W	WIDTH
X	OTHER
Y	OTHER
Z	OTHER

TYPICAL NOTES & DETAILS

S1
FOUNDATION PLAN & DETAILS

TYPICAL NOTES & DETAILS

S1
FOUNDATION PLAN & DETAILS

TYPICAL NOTES & DETAILS

S1
FOUNDATION PLAN & DETAILS

TYPICAL NOTES & DETAILS

S1
FOUNDATION PLAN & DETAILS

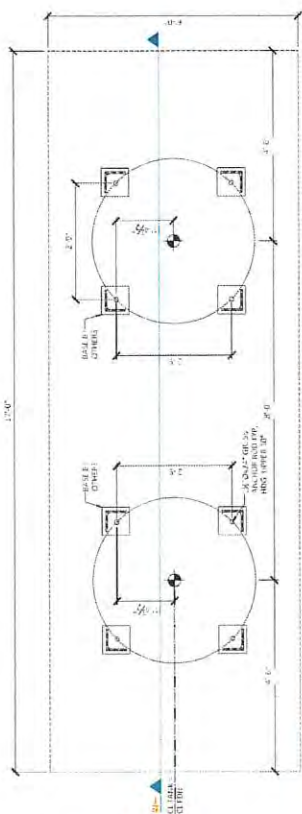
TYPICAL NOTES & DETAILS

S1
FOUNDATION PLAN & DETAILS

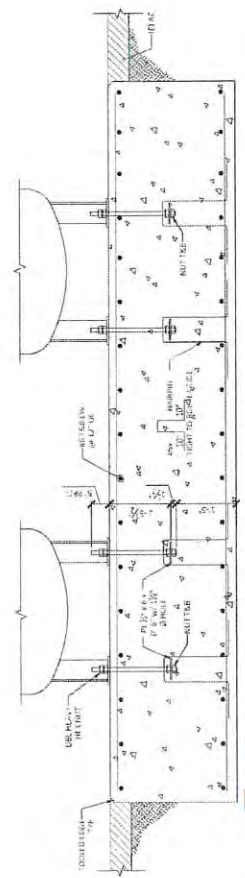
TYPICAL NOTES & DETAILS

S1
FOUNDATION PLAN & DETAILS

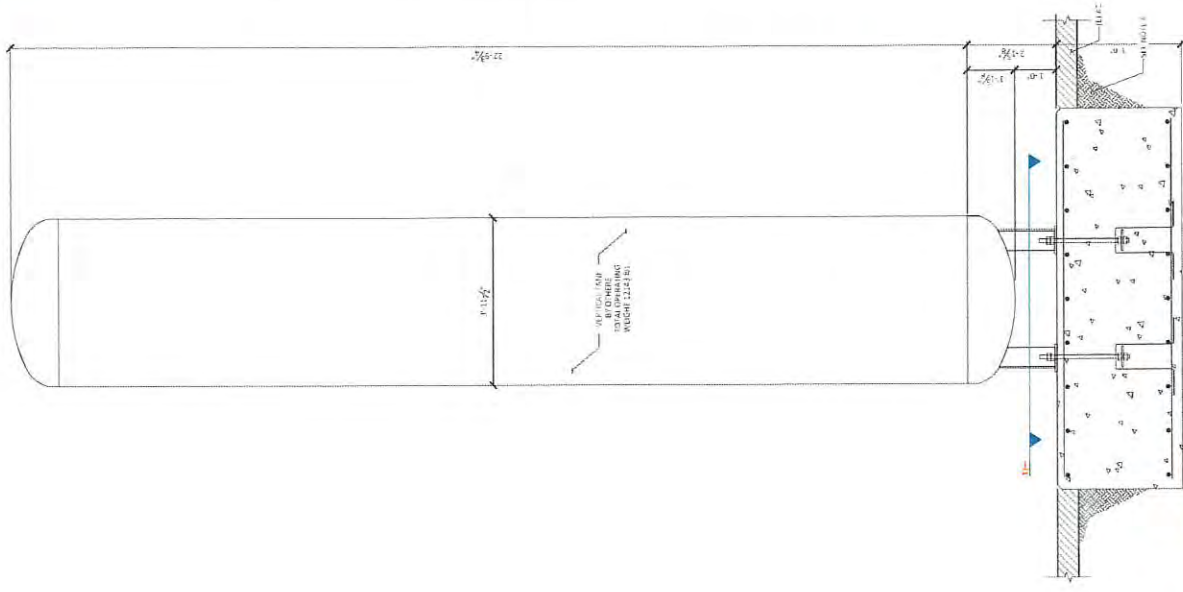
- I. Foundation Notes:**
1. Refer to sheets S1 for typical notes and details.
 2. Verify all sub dimensions, including depressions, curbs, and pads, with architectural and mechanical drawings. Notify Tank ref. into as needed.
 3. See Tank drawings for details. Coordinate all elevations with architectural and civil drawings. Notify Tank ref. and Structural Engineer of any discrepancies prior to construction.
 4. GC to verify that there is no undecomposed fill greater than 12" are present.
 5. Soil bearing capacity on sheet S1 to be verified by GC & testing etc. prior to placing rebar & concrete.



1 Plan
Scale: 1/8" = 1'-0"



2 Section
Scale: 1/8" = 1'-0"



A Overall Elevation
Scale: 1/8" = 1'-0"

RESPONSE
STRUCTURAL ENGINEERS
www.response-eng.com
5441 Fair Oaks Blvd.,
Foothill Ranch, CA 92640
Phone: 916-680-9922
Fax: 916-680-9923
RSL Project No. 11308



Vertical Tank Foundation
3600 3rd St
Tillamook, OR 97141



REVISION	DATE	DESCRIPTION

Designed by: JML
Checked by: AMR
Date: 11/11/11

**FOUNDATION
PLAN & DETAILS**

Sheet: S2
Date: 11/11/11

S2



PDGNW – Vertical 2000 Gal Tanks Foundation Design

Tillamook, OR

Structural Calculations

RSE Project: 21308

Client:

Project Delivery Group, LLC
200 Hawthorne Ave, SE, Suite A-100
Salem, OR 97301

Seal:



EXPIRES: 06/30/21

Project Address:

3600 3rd St
Tillamook, OR 97141
[45.456°N, -123.844°W]

Codes:

2018 International Building Code (IBC)
2019 Oregon Structural Specialty Code (OSSC 2019)
ASCE7-16 Minimum Design Loads for Buildings & Other Structures
ACI 318-14 Building Code Requirements for Structural Concretes

Description:

Design of Foundation for a Vertical Vessel supported on unbraced legs.

Risk Category:

IV, Vertical Propane Tank

Lateral Loads:

Wind: $V_{ULT} = 145$ mph Exposure C
Seismic: $S_{DS} = 0.978$ g Seismic Design Category = D $I_p = 1.50$

Foundation:

As per presumptive allowable bearing capacities published in the OSSC 2019
D + L Bearing Pressure = **1500 psf**
Lateral Bearing Pressure = 100 psf
Lateral Sliding Resistance = $0.5 * 12148 \text{ lbs} / 25 \text{ sf} = 242.96 \text{ psf}$
D + L + Lateral Bearing Pressure + Sliding Resistance = **1842.96 psf**

Anchorage:

Use 1½"Ø HEAVY HEX ASTM F 1554 GR.55 w/each plate w/ min. 19" embed.
@ TYP 4 Connecting Locations

Calculation Index:

BD Submittal: 06/04/2021

Section	Description	Page
1.0	Design Criteria & Loads	1 - 6
2.0	Tank Layout	6 - 7
3.0	Lateral force calculations	7 - 8
4.0	Design of Anchorage for Tank	9 - 12
5.0	Foundation Design for Tank	12 - 14



All calculations, reports, and technical documents are the property of Response Structural Engineers Inc. (RSE) & the Client. These may not be reproduced or altered without written consent of RSE. Calculations & related drawings are not valid unless signed and sealed by RSE.

Section 1.1: Structural Materials

<i>Concrete</i>			
Item	f'c (psi)	w/c Ratio	Finish
Foundations	3,500	0.55	N/A
Non-Structural	3,000	-	-
All Mixes Use Type II Cement, use (6) sack mix min.			
<i>Reinforcing Steel</i>			
Item	Fy (ksi)	Reference	Finish
Standard Rebar	60	A 615	Black
<i>Hot Rolled Steel Framing</i>			
Item	Fy (ksi)	Reference	Finish
Shapes & Plates	36	A 36	Primer Std
Anchor Bolts	55	F 1554 Gr. 55	HDG
Fasteners	-	F 1554 Gr. 55	HDG
Welding Electrodes	E70xx	AWS D1.1	Same as Base

Section 1.2: Loads:

[refer to sheet1 by Trinity Containers, LLC dated 12/21/2006 for Tank weight]

18. ESTIMATED WEIGHT WITH LEGS ; 3,889 LBS (1,764 kg).

Weight of 7570 liters of Propane = 8254 lbs.

Total weight of the Vertical Vessel = 3889 + 8254 = **12143 lbs**



Section 1.3: Seismic Criteria

Tillamook, OR 97141, USA
Latitude, Longitude: 45.4562158, -123.8440137

Print

Date	5/26/2021, 2:08:27 PM
Design Code Reference Document	ASCE7-16
Risk Category	IV
Site Class	D - Default (See Section 11.4.3)

Type	Value	Description
S _S	1.222	MCE _R ground motion. (for 0.2 second period)
S ₁	0.635	MCE _R ground motion. (for 1.0s period)
S _{MS}	1.466	Site-modified spectral acceleration value
S _{M1}	null -See Section 11.4.8	Site-modified spectral acceleration value
S _{DS}	0.978	Numeric seismic design value at 0.2 second SA
S _{D1}	null -See Section 11.4.8	Numeric seismic design value at 1.0 second SA

Type	Value	Description
SDC	null -See Section 11.4.8	Seismic design category
F _a	1.2	Site amplification factor at 0.2 second
F _v	null -See Section 11.4.8	Site amplification factor at 1.0 second
PGA	0.603	MCE _G peak ground acceleration
F _{PGA}	1.2	Site amplification factor at PGA
PGA _M	0.723	Site modified peak ground acceleration
T _L	16	Long-period transition period in seconds



Section 1.4: Wind Criteria

ATC Hazards by Location

Search by Address Search by Coordinate

Tillamook OR, USA Search

Coordinates: 45.4562158, -123.8440137

Wind Show Tornado Seismic

Print these results Save these results

ASCE 7-16 Select a dataset to view contours

MRI 10-Year Special Region mph
You are in a special wind region. Please contact the Authority Having Jurisdiction.

MRI 25-Year Special Region mph
You are in a special wind region. Please contact the Authority Having Jurisdiction.

MRI 50-Year Special Region mph
You are in a special wind region. Please contact the Authority Having Jurisdiction.

MRI 100-Year Special Region mph
You are in a special wind region. Please contact the Authority Having Jurisdiction.

Risk Category I Special Region mph
You are in a special wind region. Please contact the Authority Having Jurisdiction.

Risk Category II Special Region mph
You are in a special wind region. Please contact the Authority Having Jurisdiction.

Risk Category III Special Region mph
You are in a special wind region. Please contact the Authority Having Jurisdiction.

Risk Category IV Special Region mph
You are in a special wind region. Please contact the Authority Having Jurisdiction.

Per Table 1609.3 of the Oregon Structural Specialty Code (OSSC 2019), the Tillamook special wind region design wind speed for Risk Category IV is **145mph**.

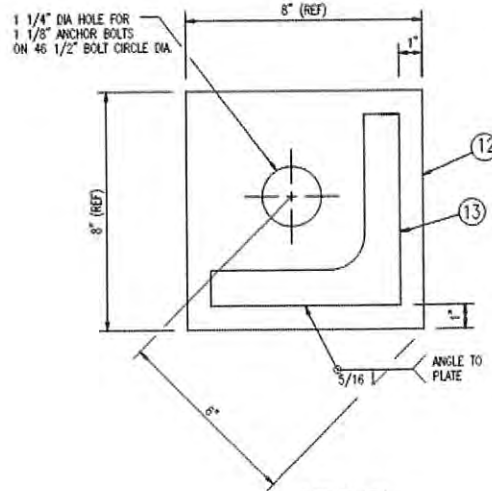
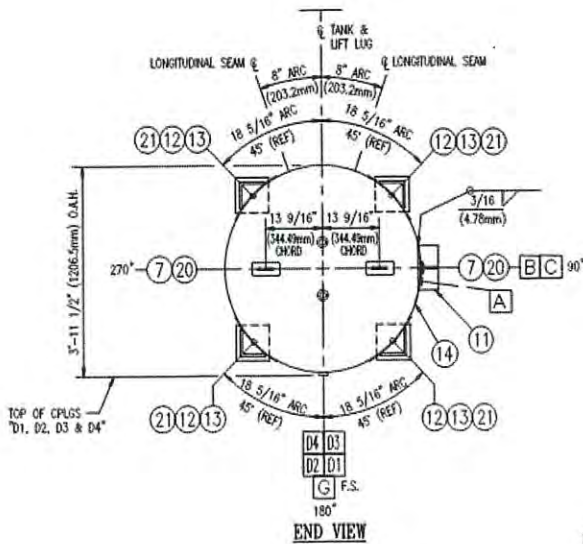
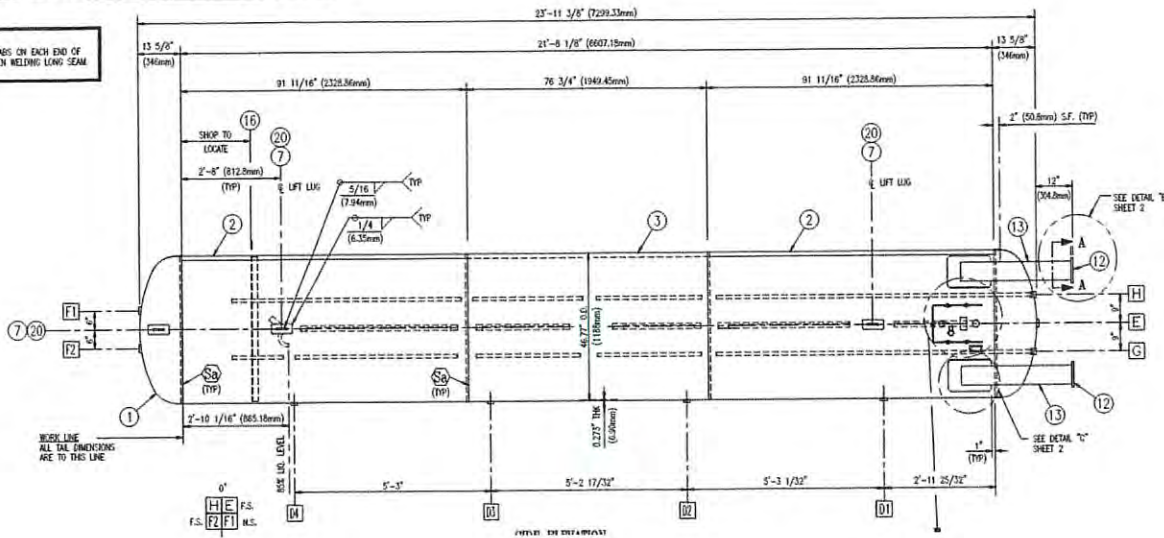


Figure showing Radius of 2600 ft surrounding site is categorized under Exposure C



Section 2.1: Vertical Tank Layout

SHOP NOTE:
USE BLEW OFF TABS ON EACH END OF SHELL RING WHEN WELDING LONG SEAM



SECTION A-A
(TYPICAL 4 PLACES)

REQUIRED

S.N./NAT'L. ID. (REQ)	
CERTIFIED BY	
TRINITY CONTAINERS, LLC DALLAS, TX	
MAWP: 250 PSIG @ 125°F	
MDMT: -20°F @ 250 PSIG	
YEAR BUILT: 46.77	
W	HEMI 2,000 7,570
RT	HEAD DR. NEW W. DEGS
	0.273" 0.271" 287.375
AG	SHELL THK. HEAD DR. LENGTH
	307
TYPE	OSMA, S.F. IMP. PIPE
	CRN
CASHMAN REGISTRATION NUMBER	
THIS CONTAINER SHALL NOT CONTAIN A PRODUCT HAVING A WORKING PRESSURE IN EXCESS OF 215 PSIG AT 100°F	
1711290191 48	

REQUIRED

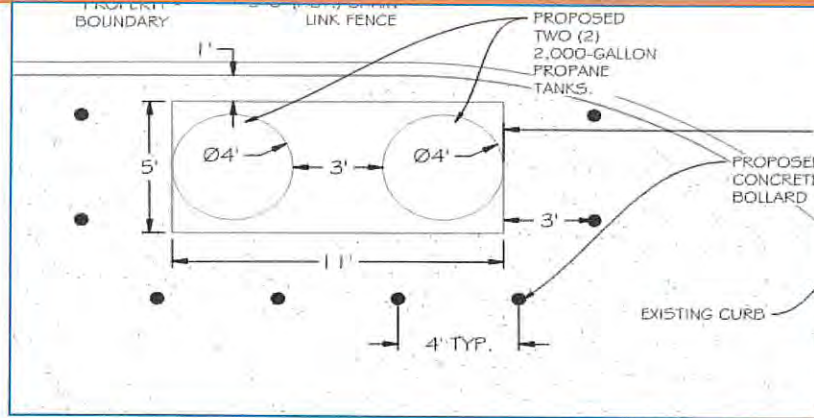
CODE STAMP REQUIRED (SHIP TO STAMP)

NAME PLATE MANUFACTURER'S NAME OR IDENTIFYING MARK

DETAIL "A"

NAME PLATE 1711290191 (14)

(C.W. TO SHELL USING E-309 ELECTRODE)



Section 3.1: Seismic force Calculation

Effective Diameter(D): 46.77"

Height of Vessel(h): 24' – 11-3/4"

Shell Thickness(t): 0.273"

$$T = 7.65 \times 10^{-6} \left(\frac{H}{D}\right)^2 \sqrt{\frac{WD}{t}}$$

$$= \frac{7.65 * (24.95)^2 * ((12143 \text{ lbs} / 24.95 \text{ ft}) * 3.96 / 0.023 \text{ ft})^{0.5}}{10^6 (3.95)^2}$$

T = 0.278 sec

Response Modification Factor(R) = 2

System Overstrength Factor(Ω) = 2

Deflection Amplification Factor(C_d) = 2

C_s = S_{DS} / (R / I_e) = 0.978 / (2 / 1.5) = 0.734

Equation 12.8-2 ASCE 7-16

C_s = S_{D1} / T(R / I_e) = 0.635 / 0.278 * (2 / 1.5) = 1.713

C_s does not need to exceed Equation 12.8-3 ASCE 7-16

C_s = 0.8 * S_{d1} / (R / I_e) = 0.8 * 0.635 / (2 / 1.5) = 0.381

C_s must not be less than Equation 15.4-1 ASCE 7-16

C_s = 0.734 **Governs**

V = C_sW = 0.734 * 12143 = **8.91 kips**

Overturning Moment(M) = V * C.G.,y = 8.91K * 13ft = **92.79 k-ft**



Section 3.2: Wind force Calculation

Risk Category: IV

Wind Speed(V): 145 mph

Exposure Category: C

Effective Diameter(D): 47.5" = 3.96 ft

Height of Vessel(h): 24' – 11-3/4"

Shape factor(C_f): 0.8

Weight(W): 12.12 k

Table 29.5-1 ASCE 7-16

Wind Design Criteria:						
V =	145 mph		Exposure C			
K_z =	0.85		Section 27.3.1	Table 27.3-1		
K_{zt} =	1.00		Section 26.8	Fig. 26.8-1		
K_D =	0.95		Section 26.6	Table 26.6-1		
I =	1.00					
$q_h = 0.00256 K_z K_{zt} K_D V^2 I$	43.5 psf					
G =	0.85		Section 26.9			
C_f =	0.60			Fig. 29.4-1		
A_z =	94.8 SF					
$F = q_h G C_f A_z$	2102.3 lb	ULT				
Anchors per side =	2			Ω		ULT w/ OS
Max tension for anchor design, per anchor =	3.443	k (ULT)	1.0	=	3.443	k
Max shear per anchor design, per anchor =	0.526	k (ULT)	1.0	=	0.526	k

Hence Seismic Force Governs



Section 4.1: Design of Anchorage:

Overtuning Moment(M) = 115.525 k-ft

OVERTURNING FORCES (ASD):



Width, b =	48	in
C.G., y =	156	in
C.G., x =	0.0	in
Mo = F _p y =	1366.3	kip-in

Vert Seismic (ASD)		Vert Seismic (ULT)	
0.6-0.14S _{DS} =	0.46	0.9-0.2S _{DS} =	0.70
1+0.14S _{DS} =	1.14	1+0.2S _{DS} =	1.20

	Load Combo	R1(k)	R2(k)	P _{max} (k)	SM(k-ft) @ R1	SM(k-ft) @ CL
ASD	(1 + SDS * 0.14)D + 0.7 E (Force R)	-13.518	27.323	13.806	108.20	80.87
	(0.6 - SDS * 0.14)D + 0.7 E (Force R)	-17.609	23.232	5.623	92.00	80.87
	(1 + SDS * 0.14)D - 0.7 E (Force L)	27.323	-13.518	13.806	-53.53	-80.87
	(0.6 - SDS * 0.14)D - 0.7 E (Force L)	23.232	-17.609	5.623	-69.73	-80.87
	D Only			12.143		0.00
LRFD	(1 + SDS * 0.2)D + E (Force R)	-21.913	36.431	14.518	144.27	
	(0.9 - SDS * 0.2)D + E (Force R)	-24.895	33.449	8.553	132.46	
	(1 + SDS * 0.2)D - E (Force L)	36.431	-21.913	14.518	-86.78	
	(0.9 - SDS * 0.2)D - E (Force L)	33.449	-24.895	8.553	-98.59	
	Anchors per side =	2		Ω_o	ULT w/ OS	
	Max tension for anchor design, per side =	-12.448	k (ULT)	2.0	=	-24.895 k
	Max shear per anchor design, per side =	2.227	k (ULT)	2.0	=	4.453 k



Hilti PROFIS Engineering 3.0.69

www.hilti.com

Company:
Address:
Phone | Fax:
Design: Tiltamook Tanks- May 26, 2021
Fastening point:

Page: 1
Specifier:
E-Mail:
Date: 5/27/2021

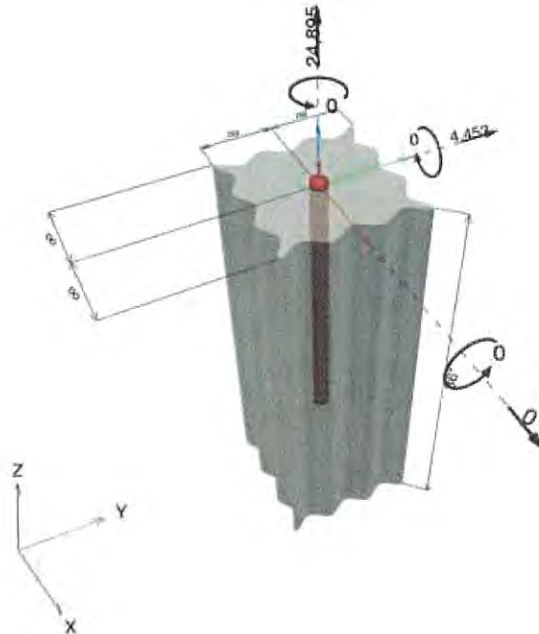
Specifier's comments:

1 Input data

Anchor type and diameter: Heavy Hex Head ASTM F 1554 GR. 55 1 1/8
Item number: not available
Effective embedment depth: h_eff = 19.000 in.
Material: ASTM F 1554
Evaluation Service Report: Hilti Technical Data
Issued | Valid: - | -
Proof: Design Method ACI 318-14 / CIP
Stand-off installation:
Profile:
Base material: cracked concrete, 2500, f'_c = 2,500 psi; h = 36.000 in.
Reinforcement: tension: condition B, shear: condition B;
edge reinforcement: none or < No. 4 bar
Seismic loads (cat. C, D, E, or F) Tension load: yes (17.2.3.4.3 (d))
Shear load: yes (17.2.3.5.3 (c))



Geometry [in.] & Loading [lb, in.lb]





3 Tension load

	Load N_{ua} [lb]	Capacity ϕN_n [lb]	Utilization $\beta_N = N_{ua}/\phi N_n$	Status
Steel Strength*	24,895	42,919	59	OK
Pullout Strength*	24,895	19,435	129	not recommended
Concrete Breakout Failure**	24,895	56,821	44	OK
Concrete Side-Face Blowout, direction **	N/A	N/A	N/A	N/A

* highest loaded anchor **anchor group (anchors in tension)

3.3 Concrete Breakout Failure

$$N_{cb} = \left(\frac{A_{Nc}}{A_{NcD}} \right) \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \quad \text{ACI 318-14 Eq. (17.4.2.1a)}$$

$$\phi N_{cb} \geq N_{ua} \quad \text{ACI 318-14 Table 17.3.1.1}$$

$$A_{Nc} \text{ see ACI 318-14, Section 17.4.2.1, Fig. R 17.4.2.1(b)}$$

$$A_{NcD} = 9 h_{ef}^2 \quad \text{ACI 318-14 Eq. (17.4.2.1c)}$$

$$\psi_{ed,N} = 0.7 + 0.3 \left(\frac{c_{a,min}}{1.5h_{ef}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.4.2.5b)}$$

$$\psi_{cp,N} = \text{MAX} \left(\frac{c_{a,min}}{c_{ac}}, \frac{1.5h_{ef}}{c_{ac}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.4.2.7b)}$$

$$N_b = 16 \lambda_a \sqrt{f_c} h_{ef}^{5/3} \quad \text{ACI 318-14 Eq. (17.4.2.2b)}$$

Variables

h_{ef} [in.]	$c_{a,min}$ [in.]	$\psi_{c,N}$	c_{ac} [in.]	k_c	λ_a	f_c [psi]
19.000	∞	1.000	-	16	1.000	2,500

Calculations

A_{Nc} [in. ²]	A_{NcD} [in. ²]	$\psi_{ed,N}$	$\psi_{cp,N}$	N_b [lb]
3,249.00	3,249.00	1.000	1.000	108,230

Results

N_{cb} [lb]	ϕ concrete	ϕ seismic	ϕ nonductile	ϕN_{cb} [lb]	N_{ua} [lb]
108,230	0.700	0.750	1.000	56,821	24,895

4 Shear load

	Load V_{sa} [lb]	Capacity ϕV_n [lb]	Utilization $\beta_V = V_{sa}/\phi V_n$	Status
Steel Strength*	4,453	22,318	20	OK
Steel failure (with lever arm)*	N/A	N/A	N/A	N/A
Pryout Strength**	4,453	151,521	3	OK
Concrete edge failure in direction **	N/A	N/A	N/A	N/A

* highest loaded anchor **anchor group (relevant anchors)

4.1 Steel Strength

$$V_{sa} = 0.6 A_{sa,v} f_{uts} \quad \text{ACI 318-14 Eq. (17.5.1.2b)}$$

$$\phi V_{steel} \geq V_{sa} \quad \text{ACI 318-14 Table 17.3.1.1}$$

Variables

$A_{sa,v}$ [in. ²]	f_{uts} [psi]
0.76	75,000

Calculations

V_{sa} [lb]
34,335

Results

V_{sa} [lb]	ϕ steel	$\phi V_{sa,eq}$ [lb]	V_{sa} [lb]
34,335	0.650	22,318	4,453



5 Combined tension and shear loads

β_N	β_V	ζ	Utilization $\beta_{N,V}$ [%]	Status
1.281	0.200	1.000	124	not recommended

$\beta_{N,V} = (\beta_N + \beta_V) / 1.2 \leq 1$

The anchors fail in tension for steel & pullout strength.
 Providing #5 Hairpin tight to bolt Each Side
 A_s provided = $0.31 * 4 = 1.24 \text{ in.}^2$
 Steel Strength added = $0.6 * 1.24 * 60 \text{ksi} = 44.64 \text{ kips} > 24.895 \text{ kips OKAY}$

Providing a $\frac{1}{2}'' \times 6'' \times 0'-6''$ plate washer w/ $\frac{1}{4}'' \emptyset$ hole for anchors.
 Area of Plate (A_{PL}) = $6 \times 6 - 3.14(\frac{1}{4})^2/4 = 34.77 \text{ in.}^2$
 $T_{ASD} = 0.7 * 24.895 = 17.43 \text{ kips}$
 $T_{ASD}/A_{PL} = 17.43 \text{k}/34.77 = 0.501 \text{ ksi} < 0.3(3.5 \text{ksi}) = 1.05 \text{ksi OKAY}$

Use $\frac{1}{8}'' \emptyset$ HEAVY HEX ASTM F 1554 GR.55 w/each plate w/ min. 19" embed. @ TYP 4
Connecting Locations

Section 5.1: Foundation Design:

Weight of Vessel = 12.14 kips
 Vertical Component of Shear (E_v) = $0.2 * S_{DS} * D = 0.2 * 0.978 * 12.14 = 2.37 \text{ kips}$
 Total Dead Load = $12.14 + 2.37 = 14.51 \text{ kips}$

Shear acting on foundation slab = 2.22 kips (Ultimate) per Anchor
 Total Shear acting on foundation slab = $2.22 \text{ lbs} \times 4 \text{ nos} = 8.91 \text{ kips}$

Overturning Moment(M) = $V * h = 8.91 \text{k} * 13 \text{ft} = 115.525 \text{ k-ft}$

**Combined Footing**

Lic. #: KW-06011866

Software copyright ENERCALC, INC. 1983-2020, Build 12.20 8.24
Response Structural Engineers, Inc.**DESCRIPTION** (2) 2000gal vertical propane tanks**Code References**Calculations per ACI 318-14, IBC 2018, CBC 2019, ASCE 7-16
Load Combinations Used : ASCE 7-16**General Information**

Material Properties		Analysis/Design Settings	
f _c : Concrete 28 day strength	3.0 ksi	Calculate footing weight as dead load ?	Yes
f _y : Rebar Yield	60.0 ksi	Calculate Pedestal weight as dead load ?	No
E _c : Concrete Elastic Modulus	3,122.0 ksi	Min Steel % Bending Reinf (based on 'd')	
Concrete Density	145.0 pcf	Min Allow % Temp Reinf (based on thick)	0.00090
φ : Phi Value:	Flexure : 0.90	Min. Overturning Safety Factor	1.10: 1
	Shear : 0.750	Min. Sliding Safety Factor	1.0: 1

Soil Information

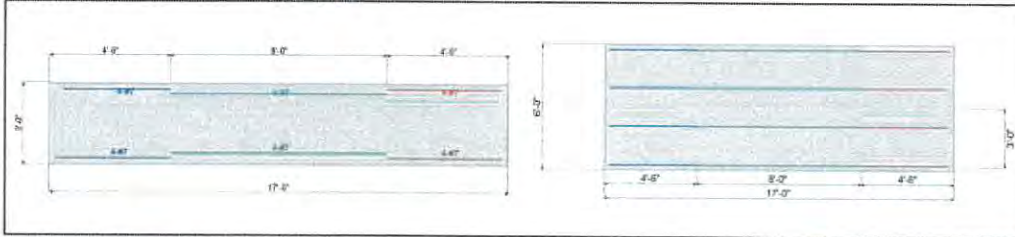
Soil Properties		Soil Bearing Increase	
Allowable Soil Bearing	1.840 ksf	Footing base depth below soil surface	1.0 ft
Increase Bearing By Footing Weight	Yes	Increases based on footing Depth . . .	
Soil Passive Sliding Resistance	250.0 pcf	Allowable pressure increase per foot when base of footing is below	ksf
		(Uses entry for "Footing base depth below soil surface" for force)	ft
Coefficient of Soil/Concrete Friction	0.210	Increases based on footing Width . . .	
		Allowable pressure increase per foot when maximum length or width is greater	ksf
		Maximum Allowed Bearing Pressure	10.0 ksf
		(A value of zero implies no limit)	
		Adjusted Allowable Soil Bearing	2.275 ksf
		(Allowable Soil Bearing adjusted for footing weight and depth & width increases as specified by user.)	

Dimensions & Reinforcing

Dimensions		Pedestal dimensions...		Reinforcing				
Distance Left of Column #1 =	4.50 ft	Col #1	Col #2	Bars left of Col #1	Count	Size #	As Provided	As Req'd
Between Columns =	8.0 ft			Bottom Bars	4.0	7	2.40	2.333 in ²
Distance Right of Column #2 =	4.50 ft			Top Bars	4.0	7	2.40	0.0 in ²
Total Footing Length =	17.0 ft	Sq. Dim. =	in	Bars Btwn Cols				
Footing Width =	6.0 ft	Height =	in	Bottom Bars	4.0	7	2.40	2.333 in ²
Footing Thickness =	36.0 in			Top Bars	4.0	7	2.40	2.333 in ²
Rebar Center to Concrete Edge @ Top =	3.0 in			Bars Right of Col #2				
Rebar Center to Concrete Edge @ Bottom =	3.0 in			Bottom Bars	4.0	7	2.40	2.333 in ²
				Top Bars	4.0	7	2.40	0.0 in ²

Applied Loads

Applied @	D	Lr	L	S	W	E	H
Applied @ Left Column							
Axial Load Downward	12.140						k
Moment (+CW)					115.525		k-ft
Shear (+X)					8.910		k
Applied @ Right Column							
Axial Load Downward	12.140						k
Moment (+CW)					115.525		k-ft
Shear (+X)					8.910		k
Overburden	0.0750						

**DESIGN SUMMARY**

Design N.G.

Factor of Safety	Item	Applied	Capacity	Governing Load Combination
PASS 2.529	Overtuning	199.157 k-ft	503.57 k-ft	+0.60D+0.70E
FAIL 0.6042	Sliding	12.474 k	7.536 k	+0.60D+0.70E
PASS No Uplift	Uplift	0.0 k	0.0 k	No Uplift
Utilization Ratio	Item	Applied	Capacity	Governing Load Combination
PASS 0.7859	Soil Bearing	1.788 ksf	2.275 ksf	+0.60D+0.70E
PASS 0.1395	1-way Shear - Col #1	11.462 psi	82.158 psi	+1.396D+E
PASS 0.1491	1-way Shear - Col #2	12.253 psi	82.158 psi	+0.7044D+E
PASS 0.03228	2-way Punching - Col #1	5.304 psi	164.317 psi	+1.396D+E
PASS 0.02684	2-way Punching - Col #2	4.410 psi	164.317 psi	+1.40D
PASS 0.06719	Flexure - Left of Col #1 - Top	-23.661 k-ft	352.165 k-ft	+1.396D+E
PASS 0.05653	Flexure - Left of Col #1 - Bottom	19.907 k-ft	352.165 k-ft	+1.40D
PASS 0.2008	Flexure - Between Cols - Top	-70.718 k-ft	352.165 k-ft	+1.396D+E
PASS 0.3683	Flexure - Between Cols - Bottom	129.706 k-ft	352.165 k-ft	+0.7044D+E
PASS 0.0000	Flexure - Right of Col #2 - Top	0.0 k-ft	0.0 k-ft	N/A
PASS 0.3383	Flexure - Right of Col #2 - Bottom	119.126 k-ft	352.165 k-ft	+0.7044D+E



The foundation fails in enercalc in sliding by a total of 4.94k.

Assuming the soil has the properties listed in OSSC 2019 for CL, ML, MH and CH... the passive soil pressure that resists sliding is:

$$R_p = (1/2)k_p \gamma H^2$$

$$K_p = \frac{1 + \sin(\phi)}{1 - \sin(\phi)}$$

Assume $\phi = 3/2 \times \text{external friction angle}$

External friction angle = 17 degrees

$$\phi = 25.5, k_p = 2.51$$

$$R_p = (1/2)(2.51) * 100 \text{pcf} * (3\text{ft})^2 = 1129.5 \text{lbs/ft}$$

Applied across 6ft is 6.8k which overcomes the sliding force with a FS of 1.4.

Provide #7 Top & Bottom at 21" O.C spacing $E_w = 4.8 \text{in}^2$

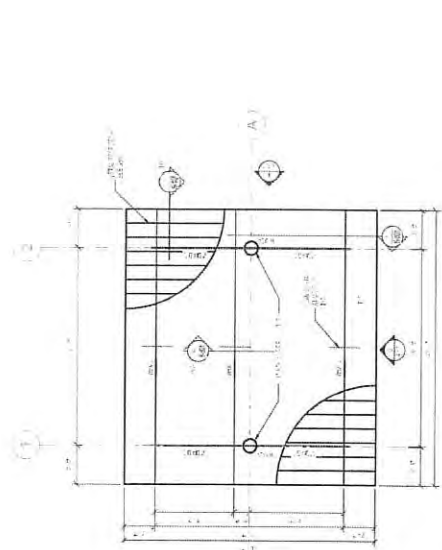
$$\text{Required } A_s = 2.33 * 2 = 4.66 \text{in}^2$$

$4.8 \text{ in.}^2 > 4.6 \text{ in.}^2$ OKAY

Use 6'-0" x 17'-0" x 36" combined footing @ 8' separation between columns w/ #7 T & B EW @ 21" O.C spacing

GENERAL STRUCTURAL NOTES

- GENERAL**
1. All work shall be in accordance with the applicable provisions of the International Building Code (IBC) and the International Residential Code (IRC) as amended by the local jurisdiction.
 2. All materials shall be of the highest quality and shall be free from defects.
 3. All work shall be done in accordance with the approved construction documents.
 4. All work shall be done in accordance with the applicable provisions of the local jurisdiction.
- CONCRETE**
1. All concrete shall be cast in place.
 2. All concrete shall be of the strength specified on the drawings.
 3. All concrete shall be cured in accordance with the applicable provisions of the local jurisdiction.
 4. All concrete shall be finished in accordance with the applicable provisions of the local jurisdiction.
- STEEL**
1. All steel shall be of the grade specified on the drawings.
 2. All steel shall be welded in accordance with the applicable provisions of the local jurisdiction.
 3. All steel shall be painted in accordance with the applicable provisions of the local jurisdiction.



1 TOP OF SLAB REFERENCE

2 CANOPY ROOF FRAMING PLAN

REQUIREMENTS FOR SPECIAL INSPECTION

STATEMENT OF SPECIAL INSPECTION AND QUALITY ASSURANCE

The undersigned hereby certifies that the construction of the above project has been inspected in accordance with the requirements of the local jurisdiction and that the construction is in accordance with the approved construction documents.

REQUIREMENTS FOR SPECIAL INSPECTION

The following items shall be inspected and reported on by the Special Inspector:

- 1. Foundation
- 2. Steel Erection
- 3. Concrete Placement
- 4. Welding
- 5. Masonry
- 6. Carpentry
- 7. Mechanical
- 8. Electrical
- 9. Plumbing
- 10. Fire Protection
- 11. Safety
- 12. Other

DETAILS FOR SPECIAL INSPECTION

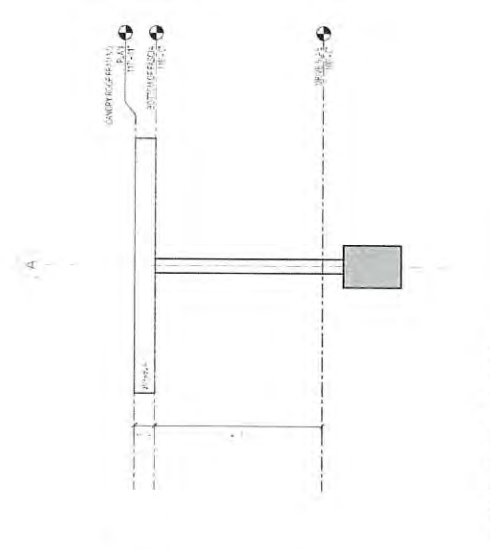
The following details shall be inspected and reported on by the Special Inspector:

- 1. Foundation
- 2. Steel Erection
- 3. Concrete Placement
- 4. Welding
- 5. Masonry
- 6. Carpentry
- 7. Mechanical
- 8. Electrical
- 9. Plumbing
- 10. Fire Protection
- 11. Safety
- 12. Other

STEEL WELDED CONNECTION INSPECTION

The following items shall be inspected and reported on by the Special Inspector:

- 1. Welding
- 2. Steel Erection
- 3. Concrete Placement
- 4. Masonry
- 5. Carpentry
- 6. Mechanical
- 7. Electrical
- 8. Plumbing
- 9. Fire Protection
- 10. Safety
- 11. Other



3 CANOPY SIDE ELEVATION

4 CANOPY END ELEVATION

NO.	REVISION
1	ISSUE FOR PERMIT
2	ISSUE FOR CONSTRUCTION

BECKER CANOPIES
P.O. Box 495
GLADSTONE, OREGON 97027
(503) 473-7770

For Review Only
NOT FOR CONSTRUCTION

NO.	REVISION
1	ISSUE FOR PERMIT
2	ISSUE FOR CONSTRUCTION

TILLAMOOK TRANSPORTATION DISTRICT
3600 3RD STREET
TILLAMOOK, OR
97141



Sheet	1
Date	05/10/2021
Job No.	210479
Eng	SMP

FOR Tillamook Transportation District
 DESCRIPTION 24'-0" x 26'-0" (2) Column Canopy

STRUCTURAL CALCULATIONS
 FOR
Tillamook Transportation District
24'-0" x 26'-0" (2) Column Canopy

LOCATED AT
3600 3rd Street
Tillamook, OR

REVISION 0
 05/10/2021
 Original Calculations



CALCULATIONS PREPARED BY
 BHB Consulting Engineers
 2766 S. Main
 Salt Lake City, UT 84115

		Sheet	2
		Date	05/10/2021
		Job No.	210479
FOR	Tillamook Transportation District	Eng	SMP
DESCRIPTION	24'-0" x 26'-0" (2) Column Canopy		

Table of Contents

Calculation Sheets Submitted:

See calcs beginning w/ sheet

I	Design Criteria	3
II	Design Sketch / Canopy Loads	8
III	Roof Deck	9
IV	Fascia Supports	12
V	Structure Beams and Columns	17
VI	Drilled Piers / Foundations	34
VI	Anchors	36

Project Location

3600 3rd Street

Tillamook, OR



	Project	Sheet: 3
	24'-0" x 26'-0" (2) Column Canopy	Job #: 210479
		Date: 05/10/2021
		By: SMP

Design Criteria Per 2018 IBC

3600 3rd St, Tillamook, OR 97141, USA

Latitude, Longitude: 45.4570581, -123.8250226

Date 5/8/2021, 4:20:37 PM
Design Code Reference Document ASCE7-16
Risk Category II
Site Class D - Default (See Section 11.4.3)

Type	Value	Description
S _s	1.209	MCE _R ground motion. (for 0.2 second period)
S ₁	0.628	MCE _R ground motion. (for 1.0s period)

	Project	Sheet: 4
	24'-0" x 26'-0" (2) Column Canopy	Date: 05/10/2021
		Job #: 210479
		Eng: SMP

Design Criteria Per 2018 IBC

General

Structure Type:	Steel
Location:	Tillamook, OR
Design Codes/References:	ACSE 7-16, 2018 IBC

Load Combinations Per 1605.2

Design Methodology? **LRFD**

1.4(D+F)	(Equation 16-1)
1.2(D+F+T) + 1.6(L+H) + 0.5(Lr or S or R)	(Equation 16-2)
1.2(D+F) + 1.6(Lr or S or R) + (f1L or 0.5W)	(Equation 16-3)
1.2(D+F) + W + f1L + 1.6H + 0.5(Lr or S or R)	(Equation 16-4)
1.2(D+F) + 1.0E + f1L + f2S	(Equation 16-5)
0.9D + W + 1.6H	(Equation 16-6)
0.9(D+F) + 1.0E + 1.6H	(Equation 16-7)
.	.
.	.

Special Seismic Load Cases With Overstrength Factor - Used Where Applicable

(1.2 + 0.2 S _{DS})D + Ω _o Q _E + L + 0.2S	(ASCE 12.4.3.2)
(0.9 - 0.2 S _{DS})D + Ω _o Q _E + 1.6H	(ASCE 12.4.3.2)
- OR -	
(1.0 + 0.14S _{DS})D + H + F + 0.7Ω _o Q _E	(ASCE 12.4.3.2)
(1.0 + 0.105S _{DS})D + H + F + 0.525Ω _o Q _E + 0.75L + 0.75(L _r or S or R)	(ASCE 12.4.3.2)
(0.6 - 0.14S _{DS})D + 0.7Ω _o Q _E + H	(ASCE 12.4.3.2)

Structural Design Gravity Loads

Roof Load:	Flat Roof, D =	5 psf (3 psf formed deck, 2 psf misc.)
	L _r =	20 psf
	Roof Snow =	21 psf (Cold Roof)

Fascia Dw = **5** psf = 10 lb/ft

	Project	Sheet: 5
	24'-0" x 26'-0" (2) Column Canopy	Date: 210479
		Job #: 05/10/2021
		Eng: SMP

Seismic Criteria Per ASCE 7-16, 2018 IBC

Seismic on Primary System - Equivalent Lateral Force Procedure:

Cantilever Column System	Building Type: 26 ASCE Table 12.2-1
Lateral System = Z - Steel Ordinary Cantilevered Column System	
Site classification =	D Is E but Use Higher D -IBC Table 1613.5.2
Spectral acc. for short periods, $S_s =$	1.21 USGS Value
Spectral acceleration for one second periods, $S_1 =$	0.63 USGS Value
Site coefficient with short periods, $F_a =$	1.20 ASCE Tbl 11.4-1
Site coefficient with one second period, $F_v =$	1.50 ASCE Tbl 11.4-2
Max spect. response accel. for short periods, $S_{MS} = F_a S_s =$	1.45 ASCE Eq 11.4-1
Max spect. response accel. for 1 sec periods, $S_{M1} = F_v S_1 =$	0.94 ASCE Eq 11.4-2
Design spectral response accel parameter, $S_{DS} = \frac{2}{3} S_{MS} =$	0.967 ASCE Eq 11.4-3
Design spectral response accel parameter, $S_{D1} = \frac{2}{3} S_{M1} =$	0.628 ASCE Eq 11.4-4
Overstrength factor, $\Omega_o =$ **Flexible diaphragm N	1.25 ASCE Tbl 12.2-1
Occupancy Category =	II ASCE Tbl 1-1
Seismic design category based on short periods =	D ASCE Tbl 11.6-1
Seismic design category based on one second periods =	D ASCE Tbl 11.6-2

*If building is regular structure, five stories or less and period is less than 0.5 sec then S_s max = 1.5, See - ASCE 12.8.1.3

**May reduce Ω_o by 0.5 if flexible diaphragm. See Table 12.2.1 foot note

Seismic Base Shear:

Occupancy importance factor, $I_E =$	1.00 ASCE Table 1.5-2
Response modification factor, R =	1.25 ASCE Table 12.2-1
Deflection Amplification Factor, $C_D =$	1.25 ASCE Table 12.2-1
Period coefficient, C_T & Variable x = Steel Cantilever Column	0.020 0.75 ASCE Table 12.8-2
Height of building from base, $h_n =$	17.5 ft Height Limit = 35 35 ft
Approx fundamental period, $T_a = C_T(H_n)^x =$	0.17 ASCE Eq 12.8-7
Seismic response coefficient used, $C_s =$	0.77 Max of #3, #4 & (min of #1 & #2)
1. Calculated seis response coefficient, $C_s = (S_{DS} I_E) / R =$	0.77 ASCE Eq 12.8-2
2. Max seis response coefficient required, $(S_{D1} I_E) / (RT) =$	2.94 ASCE Eq 12.8-3
3. Minimum seis response coefficient = $0.044 S_{DS} I_E =$	0.04 ASCE Eq 12.8-5
4. Minimum seis response coefficient = $0.5 S_1 I_E / R =$	0.25 ASCE Eq 12.8-6
Seismic Base Shear, $V = C_s W =$	0.774 W {Strength} ASCE Eq 12.8-1

	Project	Sheet: 6
	24'-0" x 26'-0" (2) Column Canopy	Date: 05/10/2021
		Job #: 210479
		Eng: SMP

Wind Criteria Per ASCE 7-16, 2018 CBC

Wind on Open Buildings:

Exposure Category = Open terrain with scattered obstructions.
 Mean Roof Height, h =
 Basic wind speed, V =
 Wind directionality factor, K_d =
 Velocity pressure coefficient, K_z =
 Topographical factor, K_{zt} =
 Gust-effect factor, G =
 Roof Angle, φ =
 Wind flow is = Free Flowing

C	ASCE 26.7.3
20.0	ft (Max)
110.00	mph, ASCE Fig. 26.5-1A or 26.5-1B
0.85	ASCE 26.6, ASCE Table 26.6-1
0.90	ASCE 27.3, ASCE Table 27.3-1
1.00	ASCE 26.8, ASCE 26.8-1
0.85	ASCE 26.9-1
0.00	deg
F	deg

Net pressure coefficient, C_n:

Wind Direction, γ = 0 deg	Load Case A	C _{NW} = 1.20	ASCE Fig. 27.4-4/5
		C _{NL} = 0.30	ASCE Fig. 27.4-4/5
	Load Case B	C _{NW} = -1.10	ASCE Fig. 27.4-4/5
		C _{NL} = -0.10	ASCE Fig. 27.4-4/5
Wind Direction, γ = 180 deg	Load Case A	C _{NW} = 1.20	ASCE Fig. 27.4-4/5
		C _{NL} = 0.30	ASCE Fig. 27.4-4/5
	Load Case B	C _{NW} = -1.10	ASCE Fig. 27.4-4/5
		C _{NL} = -0.10	ASCE Fig. 27.4-4/5

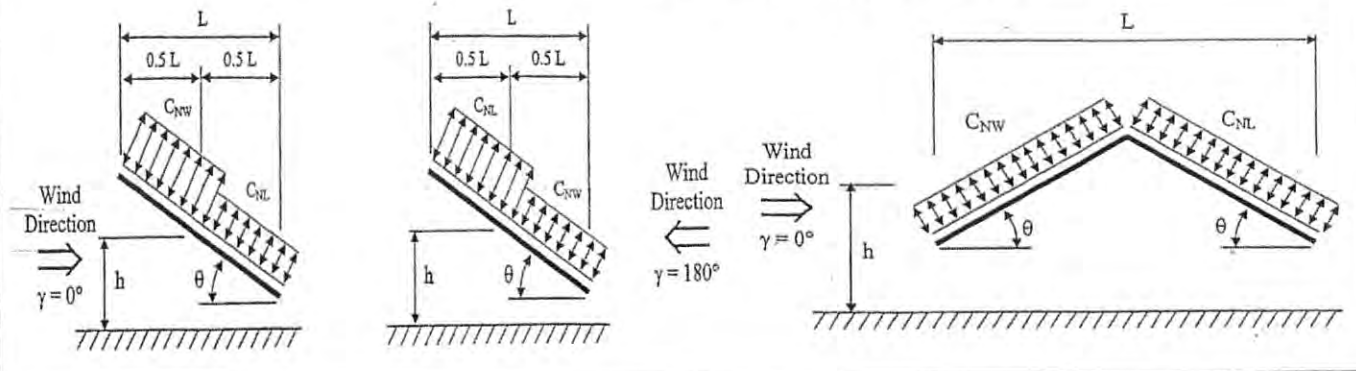
Net pressure, p

p =	24.17	psf
p =	6.04	psf
p =	-22.16	psf
p =	-2.01	psf
p =	24.17	psf
p =	6.04	psf
p =	-22.16	psf
p =	-2.01	psf

Velocity pressure, q_z = 0.00256K_zK_{zt}K_dV² = 23.70 PSF, ASCE 27.3-1

Net Up/Down Pressure, p = q_nGC_N =
 Max Down 24.17 psf, ASCE 27.4.3
 Max Up -22.16 psf, ASCE 27.4-3

Net Lat Pressure, P_p = q_nGC_N =
 Windward Fascia = 35.54 psf, ASCE 27.4.5
 Leeward Fascia = 23.70 psf, ASCE 27.4.5
 Total Load = 59.24 psf, ASCE 27.4.5



	Project	Sheet: 7
	24'-0" x 26'-0" (2) Column Canopy	Date: 05/10/2021
		Job #: 210479
		Eng: SMP

Lateral Forces On Parapets as a Component Per 2018 IBC, ASCE 7-16

Wind on Parapet / Fascia As a Component Per ASCE 7-10, 30.8:

<p>Basic wind speed, V =</p> <p>Wind directionality factor, Kd =</p> <p>Exposure Category = Open terrain with scattered obstructions.</p> <p>Velocity pressure coefficient, Kz =</p> <p>Topographical factor, Kzt =</p> <p>Velocity pressure, qz = 0.00256KzKztKdV² =</p> <p>Effective Trib Parapet Area =</p> <p>Consider parapet at corner =</p> <p>External Pressure Coefficient, GCp =</p> <p>Internal pressure coefficient = Gcpi =</p> <p>Design wind pressure = p = qp(GCp-GCpi) =</p>	<p>110 mph, ASCE Fig. 26.5-1A or 26.5-1B</p> <p>0.85 ASCE 26.6, ASCE Table 26.6-1</p> <p>C ASCE 26.7.3</p> <p>0.90 ASCE 27.3, ASCE Table 27.3-1</p> <p>1.00 ASCE 26.8, ASCE 26.8-1</p> <p>23.70 psf, ASCE 27.3-1</p> <p>8.00 ft²</p> <p>Yes</p> <p>-1.40 ASCE Fig. 30.4-1 -1.40 ASCE Fig. 30.4-1</p> <p>1.00 ASCE Fig. 30.4-1</p> <p>0.18 ASCE Fig. 26.11-1</p> <p>61.1 psf (Strength), ASCE 30.9-1</p>
---	--

Wind on Deck as a Component Per ASCE 7-10, 30.8.2:

<p>Gust-effect factor, G =</p> <p>Roof Angle, φ =</p> <p>Wind flow is = Free Flowing</p> <p>Effective Trib Deck Area =</p> <p>Mean roof height = h =</p> <p>Least horizontal dimension of canopy roof =</p> <p>Dimension a defined by figure 30.8-1 = a =</p> <p>Net pressure coefficient, Cn:</p>	<p>0.85 ASCE 26.9-1</p> <p>0.00 deg</p> <p>F Fig. 6-19A thru 6-19D</p> <p>18.75 ft²</p> <p>20.00 ft</p> <p>24.00 ft</p> <p>3.00 ft, Fig 6-19 a² = 9.00 4a² = 36</p>	<table border="1" style="border-collapse: collapse;"> <tr> <td style="padding: 2px;">Zone #3</td> <td style="padding: 2px;">C_{N-TOP} = 2.40 ASCE Fig. 30.8-1</td> <td style="padding: 2px;">p = 48.3 psf</td> </tr> <tr> <td></td> <td style="padding: 2px;">C_{N-BOT} = -3.30 ASCE Fig. 30.8-1</td> <td style="padding: 2px;">p = -66.5 psf</td> </tr> <tr> <td style="padding: 2px;">Zone #2</td> <td style="padding: 2px;">C_{N-TOP} = 1.80 ASCE Fig. 30.8-1</td> <td style="padding: 2px;">p = 36.3 psf</td> </tr> <tr> <td></td> <td style="padding: 2px;">C_{N-BOT} = -1.70 ASCE Fig. 30.8-1</td> <td style="padding: 2px;">p = -34.2 psf</td> </tr> <tr> <td style="padding: 2px;">Zone #1</td> <td style="padding: 2px;">C_{N-TOP} = 1.20 ASCE Fig. 30.8-1</td> <td style="padding: 2px;">p = 24.2 psf</td> </tr> <tr> <td></td> <td style="padding: 2px;">C_{N-BOT} = -1.10 ASCE Fig. 30.8-1</td> <td style="padding: 2px;">p = -22.2 psf</td> </tr> </table>	Zone #3	C _{N-TOP} = 2.40 ASCE Fig. 30.8-1	p = 48.3 psf		C _{N-BOT} = -3.30 ASCE Fig. 30.8-1	p = -66.5 psf	Zone #2	C _{N-TOP} = 1.80 ASCE Fig. 30.8-1	p = 36.3 psf		C _{N-BOT} = -1.70 ASCE Fig. 30.8-1	p = -34.2 psf	Zone #1	C _{N-TOP} = 1.20 ASCE Fig. 30.8-1	p = 24.2 psf		C _{N-BOT} = -1.10 ASCE Fig. 30.8-1	p = -22.2 psf
Zone #3	C _{N-TOP} = 2.40 ASCE Fig. 30.8-1	p = 48.3 psf																		
	C _{N-BOT} = -3.30 ASCE Fig. 30.8-1	p = -66.5 psf																		
Zone #2	C _{N-TOP} = 1.80 ASCE Fig. 30.8-1	p = 36.3 psf																		
	C _{N-BOT} = -1.70 ASCE Fig. 30.8-1	p = -34.2 psf																		
Zone #1	C _{N-TOP} = 1.20 ASCE Fig. 30.8-1	p = 24.2 psf																		
	C _{N-BOT} = -1.10 ASCE Fig. 30.8-1	p = -22.2 psf																		

Net Up/Down Pressure in Zone #1 and #2, p = q_hGC_N = **36.3 psf (Strength), ASCE 6.5.13.3**

Seismic on Parapet / Fascia As a Component Per ASCE 7-10, 13.3.1:

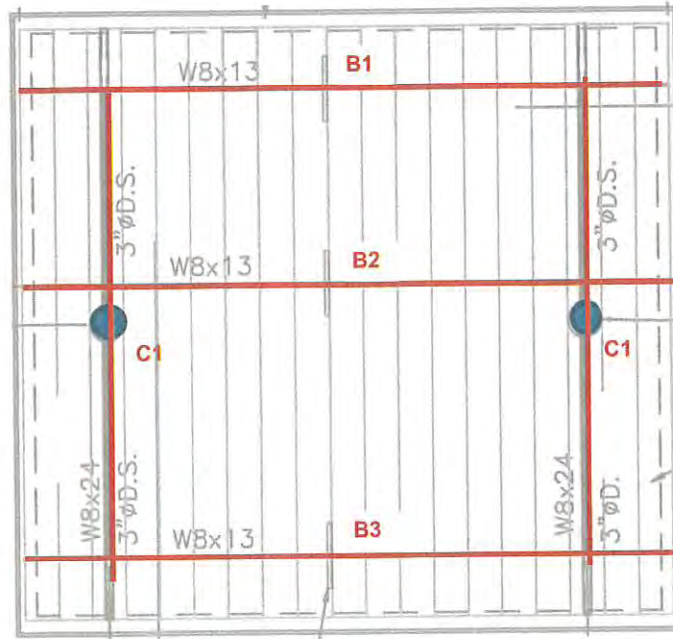
<p>Occupancy importance factor, I_p =</p> <p>Response modification factor, R =</p> <p>Component amplification factor, Ap =</p> <p>Design spectral response accel parameter, S_{DS} = ²/₃ S_{MS} =</p> <p>Parapet wall weight =</p> <p>Seismic Design Force, F_p = 0.4a_pS_{ds}W_pI_p(1+2²/h)(1/R_p) =</p>	<p>1.00 ASCE Table 1.5-2</p> <p>2.50 ASCE Table 13.5-1</p> <p>2.50 ASCE Table 13.5-1</p> <p>0.97 ASCE Eq 11.4-4</p> <p>5.00 psf</p> <p>1.16 W_p (Strength), ASCE 13.3-1</p> <p>5.80 psf (Strength), ASCE 13.3-1</p>
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WIND CONTROLS FASCIA DESIGN

Sheet	8
Date	05/10/2021
Job No.	210479
Eng	SMP

FOR: Tillamook Transportation District
 DESCRIPTION: 24'-0" x 26'-0" (2) Column Canopy

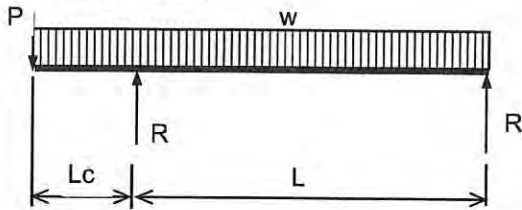
Canopy Member Loads



	Beam B1	Beam B2	Beam B3	Beam B4
Deck Cant Dim A (ft) =	3.00	0.00	3.00	0.00
Deck Span Dim B1 (ft) =	7.50	7.50	10.50	0.00
Deck Span Dim B2 (ft) =	0.00	10.50	0.00	0.00
Trib Deck (ft) =	7.35	9	8.68	0
Dead Load (psf) =	5	5	5	5
Fascia Dead Load (plf) =	10	10	10	10
Roof Live Load (psf) =	20	20	20	20
Snow Load (psf) =	21	21	21	21
Lateral Wind Load (psf) =	59	59	59	59
Dist Dead Load (plf) =	51	45	56	0
Dist Roof Live Load (plf) =	147	180	174	0
Snow Load (plf) =	154	189	182	0
Dead Load at End (lb) =	74	90	87	0
Canopy Width (ft) =	24	24	24	24
Number of Beams =	3	3	3	3
Seismic Fph (Strength) =	0.774	0.774	0.774	0.774
Seismic Fpv (Strength) =	0.193	0.193	0.193	0.193
Seis Horiz (plf) (2nd=Snow) =	36 0	36 0	36 0	0 0
Seis Vert (plf) (2nd=Snow) =	10 0	9 0	11 0	0 0
Seis Horiz at End (lb) =	62	62	62	0
Seis Vert at End (lb) =	14	17	17	0
Fascia Ht (ft) =	2.00	2.00	2.00	2.00
Wind Horiz (plf) =	39	39	39	0

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		Date	05/10/2021
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FOR	Tillamook Transportation District	Eng	SMP
DESCRIPTION	24'-0" x 26'-0" (2) Column Canopy		

Check Roof Deck



wDL =	5 psf
wLL or wSL =	21 psf
PDL =	10 plf
PWL =	34 plf
Wind uplift load (enter negative number) =	14.5 psf
Deck Wt =	2.91 plf
Tributary Loading Strip =	1.33 ft
L =	10.50 ft
Lc =	3.00 ft
wDL =	6.65 plf
wLL =	27.93 plf
wDL+LL =	34.6 plf
W _{WIND UPLIFT} =	19.3 plf
W _{SELF WEIGHT OF DECK} =	2.9 plf

Positive Bending

Max. allowable moment for positive bending (DL+LL):
 Per AISI Cold-Formed Spec. Sect. C3.1.1:
 Procedure I - Based on Initiation of Yielding
 Nominal Moment (M_{np}) = $S_{ep}F_y = 14.492$ in-k
 Allow Moment (M_{ap}) = $M_{np}/\Omega_f = 8.7$ in-k
 Where $\Omega_f = 1.67$ (Factor of Safety)
 Actual positive bending moment:
 $m_{ao} = (w_{DL+LL})(L^2)/8 = 5.7$ in-k

Since $m_{ap} < M_{ap}$, 20 Deck is OK for Positive Bending

Negative Bending At Center

Max Allow Moment for negative bending (Wind Uplift):
 Per AISI Cold-Formed Spec. Sect. C3.1.1:
 Procedure I - Based on Initiation of Yielding
 Nominal Moment (M_{nn}) = $S_{en}F_y = 10.2$ in-k
 Allow Moment (M_{an}) = $(M_{nn}/\Omega_f) = 6.1$ in-k
 Where $\Omega_f = 1.67$ (Factor of Safety)
 Actual negative bending moment
 $m_{an} = (w_{WL} - w_{WT})(L^2)/8 + (PDL)(Lc) + (wDL)(Lc^2)/2 = 3.5$ in-k

Since $m_{an} < M_{an}$, 20 Deck is OK for Negative Bending

Negative Bending At Ends

Actual negative bending moment (DL+WL)
 $m_{an} = (P)(Lc) + (w)(Lc^2)/2 = 2.0$ k*in
 Allow Moment = 6.1 in-k
 Actual negative bending moment (DL+LL)
 $m_{an} = (P)(Lc) + (w)(Lc^2)/2 = 2.3$ k*in
 Allow Moment = 6.1 in-k

Selected Roof Deck Section:

(See following pages for calculated properties)

Gauge of Deck Used = 20

$S_{ap} = 0.362$ in³

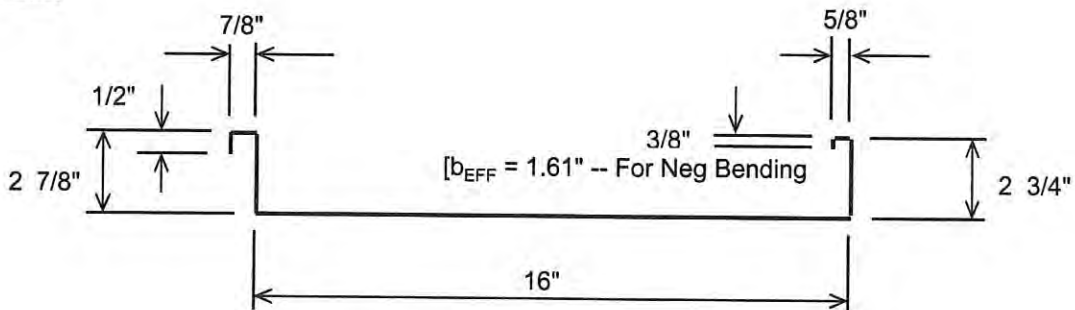
$S_{en} = 0.254$ in³

Material = A446 Gr.D

$F_y = 40$ ksi

$E = 29000$ ksi

Deck Profile



		Sheet	10
		Date	05/10/2021
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FOR	Tillamook Transportation District	Eng	SMP
DESCRIPTION	24'-0" x 26'-0" (2) Column Canopy		

20 Gauge Deck -- Positive Bending

ASTM A446 Gr. D Fb = 30,000 psi
 Fy = 40,000 psi t = 0.036 in

	Previous Area	b	d	Theta	a	h	AREA	Y	AY	AY^2	Io
1	-	16	0.036	0	0.000	0.036	0.576	0.018	0.01	0.0	0.00
2	1	0.072	2.339	0	0.036	2.375	0.168	1.206	0.20	0.2	0.08
3	2	0.144	0.339	0	2.375	2.714	0.049	2.545	0.12	0.3	0.00
4	3	0.697	0.036	0	2.714	2.750	0.025	2.732	0.07	0.2	0.00
5	4	0.072	0.089	0	2.750	2.839	0.006	2.795	0.02	0.1	0.00
6	5	0.875	0.036	0	2.839	2.875	0.032	2.857	0.09	0.3	0.00
7	6	0	0	0	2.875	2.875	0.000	2.875	0.00	0.0	0.00
8	7	0	0	0	2.875	2.875	0.000	2.875	0.00	0.0	0.00
9	8	0	0	0	2.875	2.875	0.000	2.875	0.00	0.0	0.00
10	9	0	0	0	2.875	2.875	0.000	2.875	0.00	0.0	0.00
TOTAL AREA =							0.856 in ²		0.51		1.1

TOTAL DEPTH = 2.875 in
 CENTROID (Y) = SUM(AY)/SUM(AREA) = 0.600 in
 C1 = Y = 0.600 in
 C2 = DEPTH - Ybar = 2.275 in
 I(total) = [SUM(AY^2)+SUM(Io)]-(AREA)(Y)^2 = 0.82 in⁴
 Sx1 = I/C1 = 1.373 in³
 Sx2 = I/C2 = 0.362 in³ ← comp. flg.
 Radius of gyration (r) = (I/A)^1/2 = 0.981 in

20 Gauge Deck -- Negative Bending

	Previous Area	b	d	Theta	a	h	AREA	Y	AY	AY^2	Io
1	-	1.61	0.036	0	0.000	0.036	0.058	0.018	0.00	0.0	0.00
2	1	0.072	2.339	0	0.036	2.375	0.168	1.206	0.20	0.2	0.08
3	2	0.144	0.339	0	2.375	2.714	0.049	2.545	0.12	0.3	0.00
4	3	0.697	0.036	0	2.714	2.750	0.025	2.732	0.07	0.2	0.00
5	4	0.072	0.089	0	2.750	2.839	0.006	2.795	0.02	0.1	0.00
6	5	0.875	0.036	0	2.839	2.875	0.032	2.857	0.09	0.3	0.00
7	6	0	0	0	2.875	2.875	0.000	2.875	0.00	0.0	0.00
8	7	0	0	0	2.875	2.875	0.000	2.875	0.00	0.0	0.00
TOTAL AREA =							0.338 in ²		0.50		1.1

TOTAL DEPTH = 2.875 in
 CENTROID (Y) = SUM(AY)/SUM(AREA) = 1.492 in
 C1 = Y = 1.492 in
 C2 = DEPTH - Ybar = 1.383 in
 I(total) = [SUM(AY^2)+SUM(Io)]-(AREA)(Y)^2 = 0.38 in⁴
 Sx1 = I/C1 = 0.254 in³ ← comp. flg.
 Sx2 = I/C2 = 0.274 in³
 Radius of gyration (r) = (I/A)^1/2 = 1.059 in

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		Date	05/10/2021
		Job No.	210479
FOR	Tillamook Transportation District	Eng	SMP
DESCRIPTION	24'-0" x 26'-0" (2) Column Canopy		

Roof Deck Check (Cont)

Effective Uniformly Compressed Flange Width
Of Gauge Metal Section with an Edge Stiffener
According to Cold-Formed Steel Design Manual

Unstiffened Flange Width (w) = 16 in
Flange Thickness (t) = 0.0359 in
Web/Stiffener Depth (D) = 2.75 in

D/w = 0.172
w/t = 445.7

$S = 1.28 \cdot (E/t)^{1/2} = 34.47$

Where: E = 29000000 psi
fy = 40000 psi

Since $w/t > S$ and $D/w < 0.25$, use k-factor calculated per Case IIIb:

$I_a = t^4 \{ [115(w/t)/S] + 5 \} = 0.0024784 \text{ in}^4$
 $I_s = tD^3/12 = 0.0622173 \text{ in}^4$

k = min of a) $3.57(I_s/I_a)^{n+0.43} = 10.88$
b) 4.00

Where n = 0.333

Therefore k = 4.00

$l = 1.052/(k)^{1/2} (w/t)(f/E)^{1/2} = 8.706$

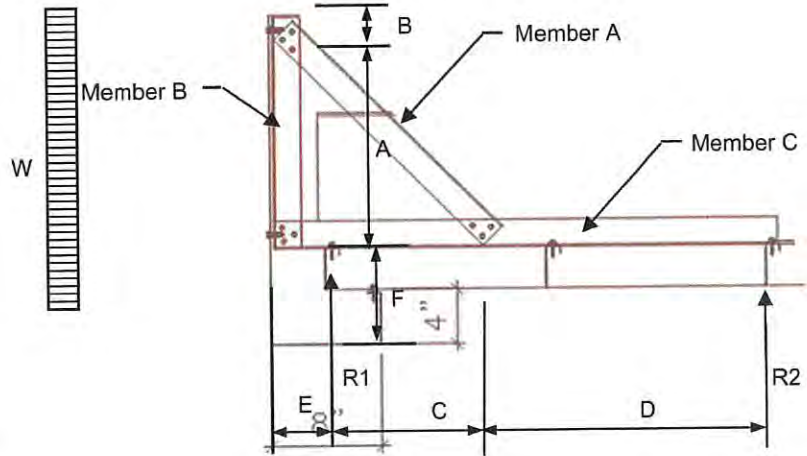
$r = (1-0.22/l)/l = 0.112$

Since $l > 0.673$, effective width (b) = rw = 1.79 in

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FOR	Tillamook Transportation District	Eng	SMP
DESCRIPTION	24'-0" x 26'-0" (2) Column Canopy		

Check Fascia Members

Member Size = Z2x1x18ga
 Dimension A = 14 in
 Dimension B = 3 in
 Dimension C = 13 in
 Dimension D = 19 in
 Dimension E = 6 in (Max)
 Dimension F = 8 in
 Frame Spacing = 48 in
 Dead Load, P = 10 lb/ft
 Wind Load, W = 36.7 psf (ASD)



Member A

Member Length = 23.6 in
 Horiz Wind Load, Hw-A = 126 lb
 Memb Angle From Horiz = 36.38 deg
 Axial Wind Load, Pw-A = 157 lb

Check Connection Mem A to B/C

Screw Size = #10
 # of Screws = 3
 Max shear per screw = 52 lb
 Alw shear per screw = 344 lb - OK

Member B

Axial Dead Load, Pdl-B = 40 lb
 Wind Load, WL-B = 73.4 lb/ft
 Wind Load Moment, Mwl-B = 256.8 lb*in
 Axial Wind Load, Pwl-B = 93.0 lb
 Total Axial Load, P-B = 133 lb
 Horiz Shear at End, Vh = 43 lb

Check Connection Mem B to C

Result Shear, Vtot = 140 lb
 Screw Size = #10
 # of Screws = 3
 Max shear per screw = 47 lb
 Alw shear per screw = 344 lb - OK

Member C

End Dead Load, Pdl-C = 40 lb
 End Wind Load, Pwl-C = 93 lb
 Moment Due To DL, Mdl-C = 240 lb*in
 Moment Due to WL, Mwl-C = 558 lb*in
 Total Moment, Mtot-C = 798 lb*in

Check Connection Mem C To Roof Deck

Max Tension at R2, Ttot = 25 lb
 Max Down at R1, Ptot = 133 lb
 Screw Size = #10
 # of Screws in tension = 2
 Max tension per screw = 12 lb
 Alw tension per screw = 83 lb - OK

STEEL CONNECTING MATERIAL	GAGE THICKNESS (in)															
	20		20		18		18		16		14		12			
	0.0359		0.0359		0.0478		0.0478		0.0598		0.0747		0.1046			
	F _y (ksi)															
	33				33				50				50			
Size No.	Nominal Screw Diameter (in)	Minimum Head O.D. (in)	Point Type*	Shear	Tension	Shear	Tension	Shear	Tension	Shear	Tension	Shear	Tension			
#6	0.138	0.302	SD #2	168	81	251	138	423	231	452	220	436	320			
#8	0.164	0.322	SD #2.3	222	93	330	145	458	302	533	352	534	363			
#10	0.190	0.384	SD #2.3	225	83	344	155	629	230	624	337	660	575			
#12	0.216	0.398	SD #3	232	123	326	141	622	294	829	379	884	497			
1/4 inch	0.250	0.480	SD #3	242	120	351	137	689	219	920	386	1,102	591			

SEE NEXT PAGES FOR MEMBER CHECKS

		Sheet	13	
		Date	05/10/2021	
		Job No.	210479	
FOR	Tillamook Transportation District		Eng	SMP
DESCRIPTION	24'-0" x 26'-0" (2) Column Canopy			

Check Fascia Angle Member A

Length (Max) 2.00 ft Act = 1.97 ft
Axial, P (Max) = 0.30 k Act = 0.16 k

Full Section Properties

Area	0.17270 in ²	Wt.	0.00058719 k/ft	Width	3.8293 in
Ix	0.10878 in ⁴	rx	0.7936 in	Ixy	0.04215 in ⁴
Sx(t)	0.10878 in ³	y(t)	1.0000 in	α	-23.128 deg
Sx(b)	0.10878 in ³	y(b)	1.0000 in		
		Height	2.0000 in		
Iy	0.02809 in ⁴	ry	0.4033 in	xo	0.0000 in
Sy(l)	0.02874 in ³	x(l)	0.9775 in	yo	0.0000 in
Sy(r)	0.02874 in ³	x(r)	0.9775 in	jx	0.0000 in
		Width	1.9549 in	jy	0.0000 in
I1	0.12679 in ⁴	r1	0.8568 in		
I2	0.01009 in ⁴	r2	0.2417 in		
Ic	0.13687 in ⁴	rc	0.8903 in	Cw	0.016372 in ⁶
Io	0.13687 in ⁴	ro	0.8903 in	J	0.00011709 in ⁴

Member Check - 2016 North American Specification - US (ASD)

Material Type: A653 SS Grade 33, Fy=33 ksi

Design Parameters:

Lx	2.0000 ft	Ly	2.0000 ft	Lt	2.0000 ft
Kx	1.0000	Ky	1.0000	Kt	1.0000
Cbx	1.0000	Cby	1.0000	ex	0.0000 in
Cmx	1.0000	Cmy	1.0000	ey	0.0000 in
Braced Flange:	None	kφ	0 k		
Red. Factor, R:	0	Lm	2.0000 ft		

Loads:	P	Mx	Vy	My	Vx
	(k)	(k-in)	(k)	(k-in)	(k)
Entered	0.3000	0.0000	0.0000	0.0000	0.0000
Applied	0.3000	0.0000	0.0000	0.0000	0.0000
Strength	1.8773	1.7962	0.9864	0.4750	0.9864

Effective section properties at applied loads:

Ae	0.17270 in ²	Ixe	0.10878 in ⁴	Iye	0.02809 in ⁴
		Sxe(t)	0.10878 in ³	Sye(l)	0.02874 in ³
		Sxe(b)	0.10878 in ³	Sye(r)	0.02874 in ³

Interaction Equations

NAS Eq. H1.2-1	(P, Mx, My)	0.160 + 0.000 + 0.000 = 0.160 ≤ 1.0
NAS Eq. H2-1	(Mx, Vy)	Sqrt(0.000 + 0.000) = 0.000 ≤ 1.0
NAS Eq. H2-1	(My, Vx)	Sqrt(0.000 + 0.000) = 0.000 ≤ 1.0

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		Date	05/10/2021
		Job No.	210479
FOR	Tillamook Transportation District	Eng	SMP
DESCRIPTION	24'-0" x 26'-0" (2) Column Canopy		

Check Fascia Member B

Length (Max) = 2.00 ft Act = 1.17 ft
 Axial, P (Max) = 0.30 k Act = 0.14 k
 Shear, V (Max) = 0.10 k Act = 0.05 k
 Moment, P (Max) = 0.50 k'in Act = 0.26 k'in

Member Check - 2016 North American Specification - US (ASD)

Material Type: A653 SS Grade 33, Fy=33 ksi
 Design Parameters:
 Lx 2.0000 ft Ly 2.0000 ft Lt 2.0000 ft
 Kx 1.0000 Ky 1.0000 Kt 1.0000
 Cbx 1.0000 Cby 1.0000 ex 0.0000 in
 Cmx 1.0000 Cmy 1.0000 ey 0.0000 in
 Braced Flange: None k ϕ 0 k
 Red. Factor, R: 0 Lm 2.0000 ft

Loads:

	P (k)	Mx (k-in)	Vy (k)	My (k-in)	Vx (k)
Entered	0.3000	0.5000	0.1000	0.0000	0.0000
Applied	0.3000	0.5044	0.1000	0.0000	0.0000
Strength	1.8773	1.7962	0.9864	0.4750	0.9864

Effective section properties at applied loads:
 Ae 0.17270 in² Ixe 0.10878 in⁴ Iye 0.02809 in⁴
 Sxe(t) 0.10878 in³ Sye(l) 0.02874 in³
 Sxe(b) 0.10878 in³ Sye(r) 0.02874 in³

Interaction Equations
 NAS Eq. H1.2-1 (P, Mx, My) 0.160 + 0.281 + 0.000 = 0.441 <= 1.0
 NAS Eq. H2-1 (Mx, Vy) Sqrt(0.074 + 0.010) = 0.291 <= 1.0
 NAS Eq. H2-1 (My, Vx) Sqrt(0.000 + 0.000) = 0.000 <= 1.0

Check Fascia Member C

Length (Max) = 0.50 ft Act = 0.50 ft
 Axial, P (Max) = 0.08 k Act = 0.05 k
 Shear, V (Max) = 0.25 k Act = 0.14 k
 Moment, P (Max) = 1.50 k'in Act = 0.84 k'in

Member Check - 2016 North American Specification - US (ASD)

Material Type: A653 SS Grade 33, Fy=33 ksi
 Design Parameters:
 Lx 0.50000 ft Ly 0.50000 ft Lt 0.50000 ft
 Kx 1.0000 Ky 1.0000 Kt 1.0000
 Cbx 1.0000 Cby 1.0000 ex 0.0000 in
 Cmx 1.0000 Cmy 1.0000 ey 0.0000 in
 Braced Flange: None k ϕ 0 k
 Red. Factor, R: 0 Lm 0.50000 ft

Loads:

	P (k)	Mx (k-in)	Vy (k)	My (k-in)	Vx (k)
Entered	0.0800	1.5000	0.2500	0.0000	0.0000
Applied	0.0800	1.5002	0.2500	0.0000	0.0000
Strength	2.7281	1.8499	0.9864	0.4750	0.9864

Effective section properties at applied loads:
 Ae 0.17239 in² Ixe 0.10849 in⁴ Iye 0.02780 in⁴
 Sxe(t) 0.10830 in³ Sye(l) 0.02849 in³
 Sxe(b) 0.10868 in³ Sye(r) 0.02859 in³

Interaction Equations
 NAS Eq. H1.2-1 (P, Mx, My) 0.029 + 0.811 + 0.000 = 0.840 <= 1.0
 NAS Eq. H2-1 (Mx, Vy) Sqrt(0.658 + 0.064) = 0.850 <= 1.0
 NAS Eq. H2-1 (My, Vx) Sqrt(0.000 + 0.000) = 0.000 <= 1.0

Projec

24'-0" x 26'-0" (2) Column Canopy

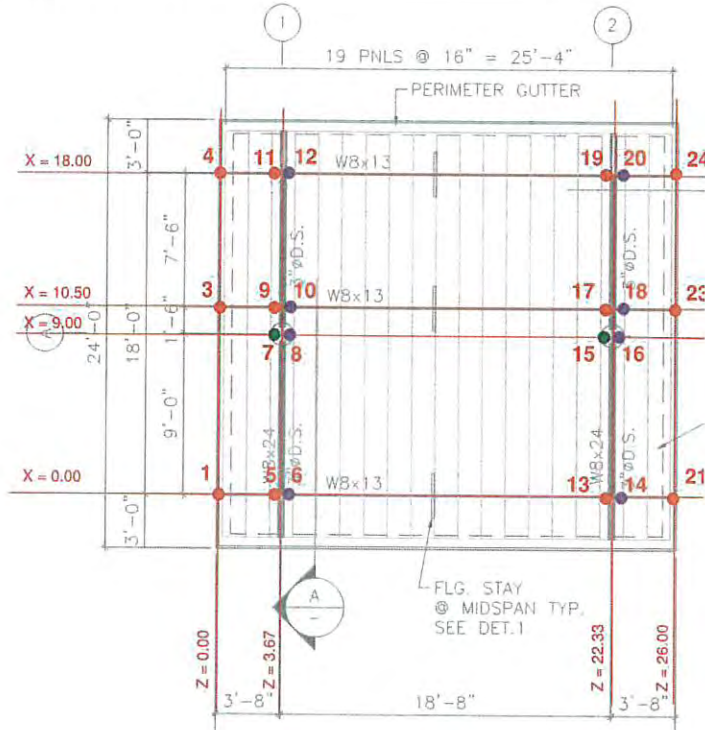
Sheet 15

Job #: 210479

Date: 05/10/2021

By: SMP

Model - Nodes and Rendering



	Projec	Sheet 16
	24'-0" x 26'-0" (2) Column Canopy	Job #: 210479
		Date: 05/10/2021
		By: SMP

Model - Nodes

	X	Y	Z
1	0	16.67	0
2	9	16.67	0
3	10.5	16.67	0
4	18	16.67	0
5	0	16.67	3.67
6	0	17.33	3.67
7	9	0	3.67
8	9	17.33	3.67
9	10.5	16.67	3.67
10	10.5	17.33	3.67
11	18	16.67	3.67
12	18	17.33	3.67
13	0	16.67	22.33
14	0	17.33	22.33
15	9	0	22.33
16	9	17.33	22.33
17	10.5	16.67	22.33
18	10.5	17.33	22.33
19	18	16.67	22.33
20	18	17.33	22.33
21	0	16.67	26
22	9	16.67	26
23	10.5	16.67	26
24	18	16.67	26
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	X	Y	Z
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Projec

24'-0" x 26'-0" (2) Column
Canopy

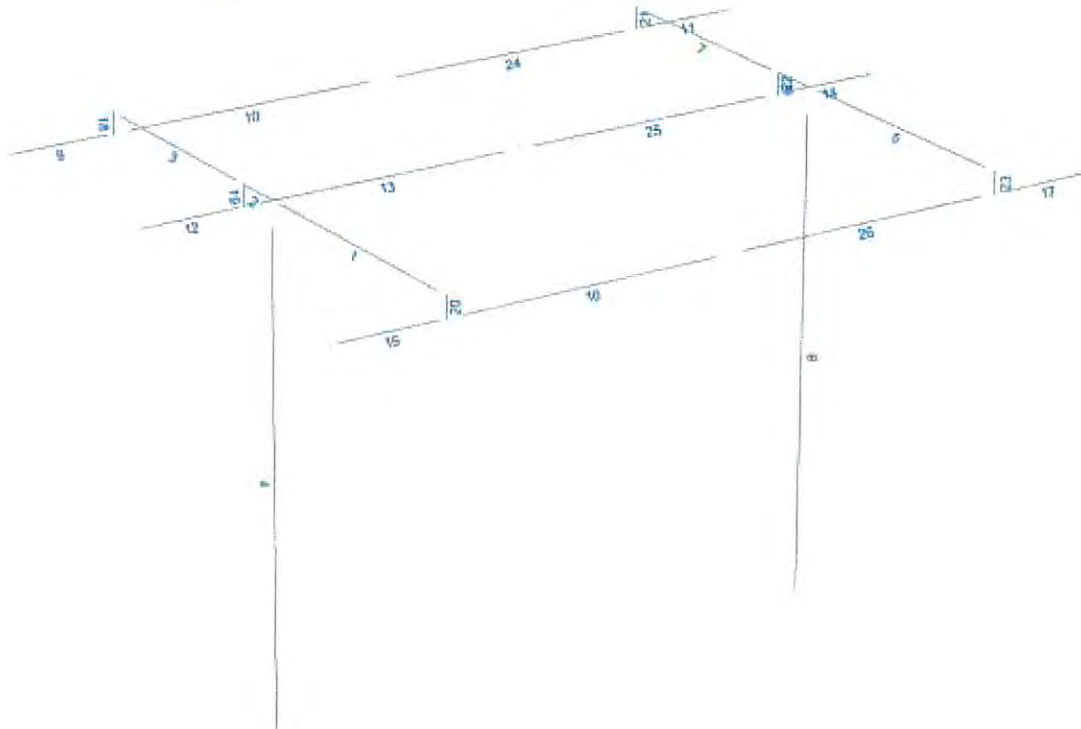
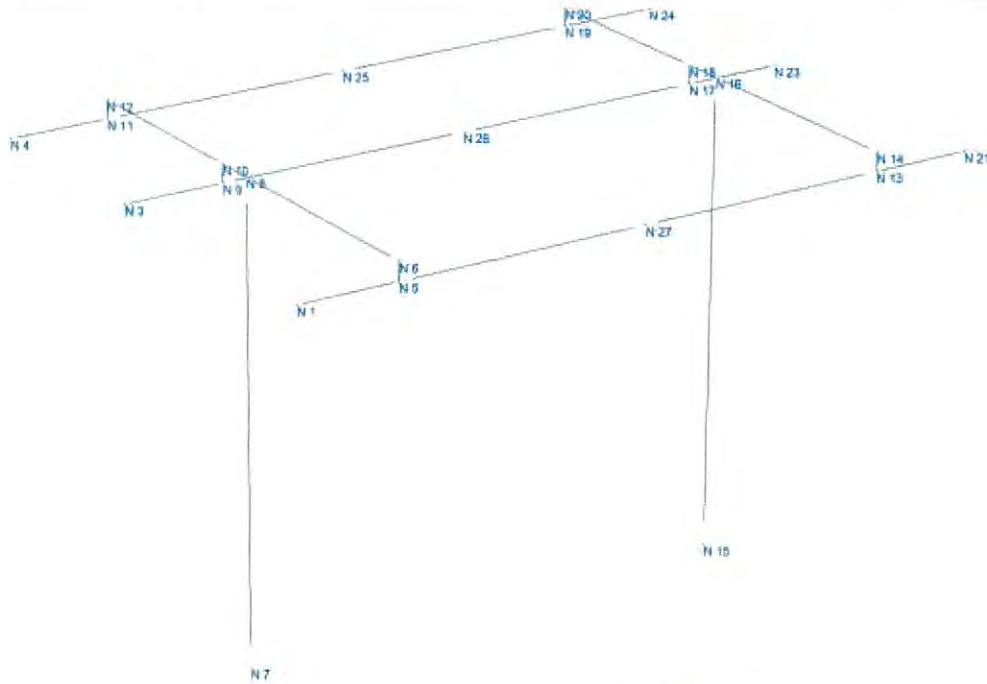
Sheet 17

Job #: 210479

Date: 05/10/2021

By: SMP

Nodes and Members





Current Date: 5/8/2021 9:05 PM

Units system: English

File name: C:\Users\scott\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\ZMQ2IS9WT\illamook.ret

Geometry data

GLOSSARY

Cb22, Cb33	: Moment gradient coefficients
Cm22, Cm33	: Coefficients applied to bending term in interaction formula
d0	: Tapered member section depth at J end of member
DJX	: Rigid end offset distance measured from J node in axis X
DJY	: Rigid end offset distance measured from J node in axis Y
DJZ	: Rigid end offset distance measured from J node in axis Z
DKX	: Rigid end offset distance measured from K node in axis X
DKY	: Rigid end offset distance measured from K node in axis Y
DKZ	: Rigid end offset distance measured from K node in axis Z
dL	: Tapered member section depth at K end of member
Ig factor	: Inertia reduction factor (Effective Inertia/Gross Inertia) for reinforced concrete members
K22	: Effective length factor about axis 2
K33	: Effective length factor about axis 3
L22	: Member length for calculation of axial capacity
L33	: Member length for calculation of axial capacity
LB pos	: Lateral unbraced length of the compression flange in the positive side of local axis 2
LB neg	: Lateral unbraced length of the compression flange in the negative side of local axis 2
RX	: Rotation about X
RY	: Rotation about Y
RZ	: Rotation about Z
TO	: 1 = Tension only member 0 = Normal member
TX	: Translation in X
TY	: Translation in Y
TZ	: Translation in Z

Nodes

Node	X [ft]	Y [ft]	Z [ft]	Rigid Floor
1	0.00	16.67	0.00	0
3	10.50	16.67	0.00	0
4	18.00	16.67	0.00	0
5	0.00	16.67	3.67	0
6	0.00	17.33	3.67	0
7	9.00	0.00	3.67	0
8	9.00	17.33	3.67	0
9	10.50	16.67	3.67	0
10	10.50	17.33	3.67	0
11	18.00	16.67	3.67	0
12	18.00	17.33	3.67	0
13	0.00	16.67	22.33	0
14	0.00	17.33	22.33	0
15	9.00	0.00	22.33	0
16	9.00	17.33	22.33	0
17	10.50	16.67	22.33	0
18	10.50	17.33	22.33	0
19	18.00	16.67	22.33	0
20	18.00	17.33	22.33	0
21	0.00	16.67	26.00	0
23	10.50	16.67	26.00	0
24	18.00	16.67	26.00	0
25	18.00	16.67	13.00	0
26	10.50	16.67	13.00	0
27	0.00	16.67	13.00	0

Restraints

Node	TX	TY	TZ	RX	RY	RZ
7	1	1	1	1	1	1
15	1	1	1	1	1	1

Members

Member	NJ	NK	Description	Section	Material	d0 [in]	dL [in]	Ig factor
1	6	8		W 8X24	A36	0.00	0.00	0.00
2	8	10		W 8X24	A36	0.00	0.00	0.00
3	10	12		W 8X24	A36	0.00	0.00	0.00
4	8	7		HSS_RND 16.000X0.250	A53 GrB	0.00	0.00	0.00
5	14	16		W 8X24	A36	0.00	0.00	0.00
6	16	18		W 8X24	A36	0.00	0.00	0.00
7	18	20		W 8X24	A36	0.00	0.00	0.00
8	16	15		HSS_RND 16.000X0.250	A53 GrB	0.00	0.00	0.00
9	4	11		W 8X13	A36	0.00	0.00	0.00
10	11	25		W 8X13	A36	0.00	0.00	0.00
11	19	24		W 8X13	A36	0.00	0.00	0.00
12	3	9		W 8X13	A36	0.00	0.00	0.00
13	9	26		W 8X13	A36	0.00	0.00	0.00
14	17	23		W 8X13	A36	0.00	0.00	0.00
15	1	5		W 8X13	A36	0.00	0.00	0.00
16	5	27		W 8X13	A36	0.00	0.00	0.00
17	13	21		W 8X13	A36	0.00	0.00	0.00
18	11	12		HSS_RECT 2X1X1_8	A500 GrC rectangular	0.00	0.00	0.00
19	9	10		HSS_RECT 2X1X1_8	A500 GrC rectangular	0.00	0.00	0.00
20	5	6		HSS_RECT 2X1X1_8	A500 GrC rectangular	0.00	0.00	0.00
21	19	20		HSS_RECT 2X1X1_8	A500 GrC rectangular	0.00	0.00	0.00
22	17	18		HSS_RECT 2X1X1_8	A500 GrC rectangular	0.00	0.00	0.00
23	13	14		HSS_RECT 2X1X1_8	A500 GrC rectangular	0.00	0.00	0.00
24	25	19		W 8X13	A36	0.00	0.00	0.00
25	26	17		W 8X13	A36	0.00	0.00	0.00
26	27	13		W 8X13	A36	0.00	0.00	0.00



Current Date: 5/8/2021 9:06 PM

Units system: English

File name: C:\Users\scott\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\ZMQ2IS9W\Tillamook.ret

Load data

GLOSSARY

Comb : Indicates if load condition is a load combination

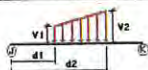
Load Conditions

Condition	Description	Comb.	Category
DL	Dead Load	No	DL
SL	Snow Load	No	SNOW
Wx	Wind in X	No	WIND
EQx	Seismic in X	No	EQ
EQz	Seismic in Z	No	EQ
Rub	Roof Live Unbal	No	LLR

Load on nodes

Condition	Node	FX [Kip]	FY [Kip]	FZ [Kip]	MX [Kip*ft]	MY [Kip*ft]	MZ [Kip*ft]
DL	1	0.00	-0.087	0.00	0.00	0.00	0.00
	3	0.00	-0.09	0.00	0.00	0.00	0.00
	4	0.00	-0.074	0.00	0.00	0.00	0.00
	21	0.00	-0.087	0.00	0.00	0.00	0.00
	23	0.00	-0.09	0.00	0.00	0.00	0.00
	24	0.00	-0.074	0.00	0.00	0.00	0.00
EQx	1	0.062	-0.017	0.00	0.00	0.00	0.00
	3	0.062	-0.017	0.00	0.00	0.00	0.00
	4	0.062	-0.014	0.00	0.00	0.00	0.00
	21	0.062	-0.017	0.00	0.00	0.00	0.00
	23	0.062	-0.017	0.00	0.00	0.00	0.00
	24	0.062	-0.014	0.00	0.00	0.00	0.00
EQz	1	0.062	-0.017	0.00	0.00	0.00	0.00
	3	0.00	-0.017	0.062	0.00	0.00	0.00
	4	0.00	-0.014	0.062	0.00	0.00	0.00
	21	0.00	-0.017	0.00	0.00	0.00	0.00
	23	0.00	-0.017	0.062	0.00	0.00	0.00
	24	0.00	-0.014	0.062	0.00	0.00	0.00

Distributed force on members



Condition	Member	Dir1	Val1 [Kip/ft]	Val2 [Kip/ft]	Dist1 [ft]	%	Dist2 [ft]	%
DL	9	Y	-0.051	-0.051	0.00	Yes	100.00	Yes
	10	Y	-0.051	-0.051	0.00	Yes	100.00	Yes
	11	Y	-0.051	-0.051	0.00	Yes	100.00	Yes
	12	Y	-0.045	-0.045	0.00	Yes	100.00	Yes
	13	Y	-0.045	-0.045	0.00	Yes	100.00	Yes
	14	Y	-0.045	-0.045	0.00	Yes	100.00	Yes
	15	Y	-0.056	-0.056	0.00	Yes	100.00	Yes
	16	Y	-0.056	-0.056	0.00	Yes	100.00	Yes
	17	Y	-0.056	-0.056	0.00	Yes	100.00	Yes
	24	Y	-0.051	-0.051	0.00	Yes	100.00	Yes

	25	Y	-0.045	-0.045	0.00	Yes	100.00	Yes
	26	Y	-0.056	-0.056	0.00	Yes	100.00	Yes
SL	9	Y	-0.154	-0.154	0.00	Yes	100.00	Yes
	10	Y	-0.154	-0.154	0.00	Yes	100.00	Yes
	11	Y	-0.154	-0.154	0.00	Yes	100.00	Yes
	12	Y	-0.189	-0.189	0.00	Yes	100.00	Yes
	13	Y	-0.189	-0.189	0.00	Yes	100.00	Yes
	14	Y	-0.189	-0.189	0.00	Yes	100.00	Yes
	15	Y	-0.182	-0.182	0.00	Yes	100.00	Yes
	16	Y	-0.182	-0.182	0.00	Yes	100.00	Yes
	17	Y	-0.182	-0.182	0.00	Yes	100.00	Yes
	24	Y	-0.154	-0.154	0.00	Yes	100.00	Yes
	25	Y	-0.189	-0.189	0.00	Yes	100.00	Yes
	26	Y	-0.182	-0.182	0.00	Yes	100.00	Yes
Wx	9	X	0.039	0.039	0.00	Yes	100.00	Yes
	10	X	0.039	0.039	0.00	Yes	100.00	Yes
	11	X	0.039	0.039	0.00	Yes	100.00	Yes
	12	X	0.039	0.039	0.00	Yes	100.00	Yes
	13	X	0.039	0.039	0.00	Yes	100.00	Yes
	14	X	0.039	0.039	0.00	Yes	100.00	Yes
	15	X	0.039	0.039	0.00	Yes	100.00	Yes
	16	X	0.039	0.039	0.00	Yes	100.00	Yes
	17	X	0.039	0.039	0.00	Yes	100.00	Yes
	24	X	0.039	0.039	0.00	Yes	100.00	Yes
	25	X	0.039	0.039	0.00	Yes	100.00	Yes
	26	X	0.039	0.039	0.00	Yes	100.00	Yes
EQx	9	Y	-0.01	-0.01	0.00	Yes	100.00	Yes
		X	0.036	0.036	0.00	Yes	100.00	Yes
	10	Y	-0.01	-0.01	0.00	Yes	100.00	Yes
		X	0.036	0.036	0.00	Yes	100.00	Yes
	11	Y	-0.01	-0.01	0.00	Yes	100.00	Yes
		X	0.036	0.036	0.00	Yes	100.00	Yes
	12	Y	-0.009	-0.009	0.00	Yes	100.00	Yes
		X	0.036	0.036	0.00	Yes	100.00	Yes
	13	Y	-0.009	-0.009	0.00	Yes	100.00	Yes
		X	0.036	0.036	0.00	Yes	100.00	Yes
	14	Y	-0.009	-0.009	0.00	Yes	100.00	Yes
		X	0.036	0.036	0.00	Yes	100.00	Yes
	15	Y	-0.011	-0.011	0.00	Yes	100.00	Yes
		X	0.036	0.036	0.00	Yes	100.00	Yes
	16	Y	-0.011	-0.011	0.00	Yes	100.00	Yes
		X	0.036	0.036	0.00	Yes	100.00	Yes
	17	Y	-0.011	-0.011	0.00	Yes	100.00	Yes
		X	0.036	0.036	0.00	Yes	100.00	Yes
	24	Y	-0.01	-0.01	0.00	Yes	100.00	Yes
		X	0.036	0.036	0.00	Yes	100.00	Yes
	25	Y	-0.009	-0.009	0.00	Yes	100.00	Yes
		X	0.036	0.036	0.00	Yes	100.00	Yes
	26	Y	-0.011	-0.011	0.00	Yes	100.00	Yes
		X	0.036	0.036	0.00	Yes	100.00	Yes
EQz	9	Y	-0.01	-0.01	0.00	Yes	100.00	Yes
		Z	0.036	0.036	0.00	Yes	100.00	Yes
	10	Y	-0.01	-0.01	0.00	Yes	100.00	Yes
		Z	0.036	0.036	0.00	Yes	100.00	Yes
	11	Y	-0.01	-0.01	0.00	Yes	100.00	Yes
		Z	0.036	0.036	0.00	Yes	100.00	Yes
	12	Y	-0.009	-0.009	0.00	Yes	100.00	Yes
		Z	0.036	0.036	0.00	Yes	100.00	Yes
	13	Y	-0.009	-0.009	0.00	Yes	100.00	Yes
		Z	0.036	0.036	0.00	Yes	100.00	Yes
	14	Y	-0.009	-0.009	0.00	Yes	100.00	Yes
		Z	0.036	0.036	0.00	Yes	100.00	Yes
	15	Y	-0.011	-0.011	0.00	Yes	100.00	Yes
		Z	0.036	0.036	0.00	Yes	100.00	Yes
	16	Y	-0.011	-0.011	0.00	Yes	100.00	Yes
		Z	0.036	0.036	0.00	Yes	100.00	Yes
	17	Y	-0.011	-0.011	0.00	Yes	100.00	Yes
		Z	0.036	0.036	0.00	Yes	100.00	Yes
	24	Y	-0.01	-0.01	0.00	Yes	100.00	Yes
		Z	0.036	0.036	0.00	Yes	100.00	Yes
	25	Y	-0.009	-0.009	0.00	Yes	100.00	Yes

		Z	0.036	0.036	0.00	Yes	100.00	Yes
	26	Y	-0.011	-0.011	0.00	Yes	100.00	Yes
		Z	0.036	0.036	0.00	Yes	100.00	Yes
Rub	9	Y	-0.147	-0.147	0.00	Yes	100.00	Yes
	10	Y	-0.147	-0.147	0.00	Yes	100.00	Yes
	11	Y	-0.147	-0.147	0.00	Yes	100.00	Yes
	12	Y	-0.18	-0.18	0.00	Yes	100.00	Yes
	13	Y	-0.18	-0.18	0.00	Yes	100.00	Yes
	14	Y	-0.18	-0.18	0.00	Yes	100.00	Yes
	24	Y	-0.147	-0.147	0.00	Yes	100.00	Yes
	25	Y	-0.18	-0.18	0.00	Yes	100.00	Yes

Self weight multipliers for load conditions

Condition	Description	Self weight multiplier			
		Comb.	MultX	MultY	MultZ
DL	Dead Load	No	0.00	-1.00	0.00
SL	Snow Load	No	0.00	0.00	0.00
Wx	Wind in X	No	0.00	0.00	0.00
EQx	Seismic in X	No	0.774	0.194	0.00
EQz	Seismic in Z	No	0.00	0.194	0.744
Rub	Roof Live Unbal	No	0.00	0.00	0.00

Earthquake (Dynamic analysis only)

Condition	a/g	Ang. [Deg]	Damp. [%]
DL	0.00	0.00	0.00
SL	0.00	0.00	0.00
Wx	0.00	0.00	0.00
EQx	0.00	0.00	0.00
EQz	0.00	0.00	0.00
Rub	0.00	0.00	0.00



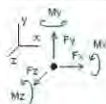
Current Date: 5/8/2021 9:07 PM

Units system: English

File name: C:\Users\scott\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\ZMQ2IS9W\Tillamook.ret.x

Analysis result

Reactions



Direction of positive forces and moments

Node	Forces [Kip]			Moments [Kip*ft]		
	FX	FY	FZ	MX	MY	MZ
Condition DL=Dead Load						
7	0.00000	3.84969	-0.02115	-0.38130	0.00584	0.56773
15	0.00000	3.84969	0.02115	0.38130	-0.00584	0.56773
SUM	0.00000	7.69938	0.00000	0.00000	0.00000	1.13545
Condition SL=Snow Load						
7	0.00000	6.82500	-0.08875	-1.59359	0.02391	0.40950
15	0.00000	6.82500	0.08875	1.59359	-0.02391	0.40950
SUM	0.00000	13.65000	0.00000	0.00000	0.00000	0.81900
Condition Wx=Wind in X						
7	-1.52100	0.00000	-0.00183	-0.03361	0.02166	25.35507
15	-1.52100	0.00000	0.00183	0.03361	-0.02166	25.35507
SUM	-3.04200	0.00000	0.00000	0.00000	0.00000	50.71014
Condition EQx=Seismic in X						
7	-2.84596	0.12320	-0.00353	-0.06434	0.01990	43.49667
15	-2.84596	0.12320	0.00353	0.06434	-0.01990	43.49667
SUM	-5.69193	0.24640	0.00000	0.00000	0.00000	86.99333
Condition EQz=Seismic in Z						
7	-0.08361	0.23873	-2.73804	-42.92523	1.44573	1.50514
15	0.02161	0.00766	-2.73252	-42.82612	1.46734	-0.45740
SUM	-0.06200	0.24640	-5.47056	-85.75135	2.91307	1.04774
Condition Rub=Roof Live Unbal						
7	0.00000	4.25100	-0.07699	-1.37240	0.25117	20.70900
15	0.00000	4.25100	0.07699	1.37240	-0.25117	20.70900
SUM	0.00000	8.50200	0.00000	0.00000	0.00000	41.41800



Current Date: 5/8/2021 9:08 PM

Units system: English

File name: C:\Users\scott\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\ZMQ2IS9W\Tillamook.retx

Steel Code Check

Report: Summary - For all selected load conditions

Load conditions to be included in design :

D1=1.4DL
 D2=1.2DL+0.5Rub
 D3=1.2DL+0.5SL
 D4=1.2DL+1.6Rub
 D5=1.2DL+1.6SL
 D6=1.2DL+0.5Wx
 D7=1.2DL+1.6Rub+0.5Wx
 D8=1.2DL+1.6SL+0.5Wx
 D9=1.2DL+Wx
 D10=1.2DL+Wx+0.5Rub
 D11=1.2DL+Wx+0.5SL
 D12=0.9DL+Wx
 D13=1.2DL+0.2SL
 D14=1.2DL+EQx
 D15=1.2DL+EQz
 D16=1.2DL+EQx+0.2SL
 D17=1.2DL+EQz+0.2SL
 D18=0.9DL+EQx
 D19=0.9DL+EQz

Description	Section	Member	Ctrl Eq.	Ratio	Status	Reference
	<i>HSS_RECT 2X1X1_8</i>	18	D1 at 100.00%	0.05	OK	
			D10 at 100.00%	0.28	OK	
			D11 at 100.00%	0.29	OK	
			D12 at 100.00%	0.26	OK	
			D13 at 100.00%	0.05	OK	
			D14 at 100.00%	0.34	OK	
			D15 at 0.00%	0.53	OK	
			D16 at 100.00%	0.35	OK	
			D17 at 0.00%	0.54	OK	
			D18 at 100.00%	0.34	OK	
			D19 at 0.00%	0.52	OK	
			D2 at 100.00%	0.07	OK	
			D3 at 100.00%	0.08	OK	
			D4 at 100.00%	0.15	OK	
			D5 at 100.00%	0.16	OK	
			D6 at 100.00%	0.14	OK	
			D7 at 100.00%	0.21	OK	
			D8 at 100.00%	0.21	OK	
			D9 at 100.00%	0.26	OK	
		19	D1 at 0.00%	0.05	OK	
			D10 at 100.00%	0.32	OK	
			D11 at 100.00%	0.32	OK	
			D12 at 100.00%	0.27	OK	
			D13 at 0.00%	0.07	OK	
			D14 at 100.00%	0.36	OK	
			D15 at 0.00%	0.40	OK	
			D16 at 100.00%	0.37	OK	
			D17 at 0.00%	0.43	OK	
			D18 at 100.00%	0.35	OK	
			D19 at 0.00%	0.39	OK	
			D2 at 0.00%	0.12	OK	
			D3 at 0.00%	0.12	OK	
			D4 at 0.00%	0.30	OK	
			D5 at 0.00%	0.29	OK	
			D6 at 100.00%	0.15	OK	
			D7 at 0.00%	0.30	OK	
			D8 at 100.00%	0.30	OK	
			D9 at 100.00%	0.28	OK	
		20	D1 at 100.00%	0.05	OK	
			D10 at 100.00%	0.27	OK	

D11 at 100.00%	0.30	OK
D12 at 100.00%	0.27	OK
D13 at 100.00%	0.06	OK
D14 at 100.00%	0.35	OK
D15 at 0.00%	0.47	OK
D16 at 100.00%	0.36	OK
D17 at 0.00%	0.48	OK
D18 at 100.00%	0.34	OK
D19 at 0.00%	0.46	OK
D2 at 100.00%	0.04	OK
D3 at 100.00%	0.09	OK
D4 at 100.00%	0.04	OK
D5 at 100.00%	0.18	OK
D6 at 100.00%	0.15	OK
D7 at 100.00%	0.15	OK
D8 at 100.00%	0.24	OK
D9 at 100.00%	0.27	OK

21

D1 at 100.00%	0.05	OK
D10 at 100.00%	0.28	OK
D11 at 100.00%	0.29	OK
D12 at 100.00%	0.26	OK
D13 at 100.00%	0.05	OK
D14 at 100.00%	0.34	OK
D15 at 0.00%	0.51	OK
D16 at 100.00%	0.35	OK
D17 at 0.00%	0.52	OK
D18 at 100.00%	0.34	OK
D19 at 0.00%	0.51	OK
D2 at 100.00%	0.07	OK
D3 at 100.00%	0.08	OK
D4 at 100.00%	0.15	OK
D5 at 100.00%	0.16	OK
D6 at 100.00%	0.14	OK
D7 at 100.00%	0.21	OK
D8 at 100.00%	0.21	OK
D9 at 100.00%	0.26	OK

22

D1 at 0.00%	0.05	OK
D10 at 100.00%	0.32	OK
D11 at 100.00%	0.32	OK
D12 at 100.00%	0.27	OK
D13 at 0.00%	0.07	OK
D14 at 100.00%	0.36	OK
D15 at 0.00%	0.36	OK
D16 at 100.00%	0.37	OK
D17 at 0.00%	0.34	OK
D18 at 100.00%	0.35	OK
D19 at 0.00%	0.36	OK
D2 at 0.00%	0.12	OK
D3 at 0.00%	0.12	OK
D4 at 0.00%	0.30	OK
D5 at 0.00%	0.29	OK
D6 at 100.00%	0.15	OK
D7 at 0.00%	0.30	OK
D8 at 100.00%	0.30	OK
D9 at 100.00%	0.28	OK

23

D1 at 100.00%	0.05	OK
D10 at 100.00%	0.27	OK
D11 at 100.00%	0.30	OK
D12 at 100.00%	0.27	OK
D13 at 100.00%	0.06	OK
D14 at 100.00%	0.35	OK
D15 at 0.00%	0.44	OK
D16 at 100.00%	0.36	OK
D17 at 0.00%	0.44	OK
D18 at 100.00%	0.34	OK
D19 at 0.00%	0.44	OK
D2 at 100.00%	0.04	OK
D3 at 100.00%	0.09	OK
D4 at 100.00%	0.04	OK
D5 at 100.00%	0.18	OK
D6 at 100.00%	0.15	OK
D7 at 100.00%	0.15	OK

HSS_RND 16.000X0.250

4

D8 at 100.00%	0.24	OK
D9 at 100.00%	0.27	OK

D1 at 100.00%	0.02	OK
D10 at 100.00%	0.26	OK
D11 at 100.00%	0.20	OK
D12 at 100.00%	0.18	OK
D13 at 100.00%	0.02	OK
D14 at 100.00%	0.31	OK
D15 at 100.00%	0.32	OK
D16 at 100.00%	0.32	OK
D17 at 100.00%	0.32	OK
D18 at 100.00%	0.31	OK
D19 at 100.00%	0.31	OK
D2 at 100.00%	0.09	OK
D3 at 100.00%	0.03	OK
D4 at 100.00%	0.26	OK
D5 at 100.00%	0.05	OK
D6 at 100.00%	0.10	OK
D7 at 100.00%	0.35	OK
D8 at 100.00%	0.14	OK
D9 at 100.00%	0.19	OK

8

D1 at 100.00%	0.02	OK
D10 at 100.00%	0.26	OK
D11 at 100.00%	0.20	OK
D12 at 100.00%	0.18	OK
D13 at 100.00%	0.02	OK
D14 at 100.00%	0.31	OK
D15 at 100.00%	0.30	OK
D16 at 100.00%	0.32	OK
D17 at 100.00%	0.30	OK
D18 at 100.00%	0.31	OK
D19 at 100.00%	0.29	OK
D2 at 100.00%	0.09	OK
D3 at 100.00%	0.03	OK
D4 at 100.00%	0.26	OK
D5 at 100.00%	0.05	OK
D6 at 100.00%	0.10	OK
D7 at 100.00%	0.35	OK
D8 at 100.00%	0.14	OK
D9 at 100.00%	0.19	OK

W 8X13

9

D1 at 100.00%	0.03	OK
D10 at 100.00%	0.09	OK
D11 at 100.00%	0.09	OK
D12 at 100.00%	0.07	OK
D13 at 100.00%	0.03	OK
D14 at 100.00%	0.12	OK
D15 at 100.00%	0.03	OK
D16 at 100.00%	0.13	OK
D17 at 100.00%	0.04	OK
D18 at 100.00%	0.12	OK
D19 at 100.00%	0.02	OK
D2 at 100.00%	0.04	OK
D3 at 100.00%	0.04	OK
D4 at 100.00%	0.08	OK
D5 at 100.00%	0.08	OK
D6 at 100.00%	0.05	OK
D7 at 100.00%	0.10	OK
D8 at 100.00%	0.10	OK
D9 at 100.00%	0.07	OK

10

D1 at 100.00%	0.09	OK
D10 at 100.00%	0.37	OK
D11 at 100.00%	0.37	OK
D12 at 100.00%	0.26	OK
D13 at 100.00%	0.12	OK
D14 at 100.00%	0.30	OK
D15 at 93.75%	0.09	OK
D16 at 100.00%	0.33	OK
D17 at 93.75%	0.13	OK
D18 at 100.00%	0.28	OK
D19 at 0.00%	0.07	OK
D2 at 100.00%	0.17	OK

	D3 at 100.00%	0.17	OK
	D4 at 100.00%	0.36	OK
	D5 at 100.00%	0.38	OK
	D6 at 100.00%	0.18	OK
	D7 at 100.00%	0.46	OK
	D8 at 100.00%	0.47	OK
	D9 at 100.00%	0.28	OK
<hr/>			
11	D1 at 0.00%	0.03	OK
	D10 at 0.00%	0.09	OK
	D11 at 0.00%	0.09	OK
	D12 at 0.00%	0.07	OK
	D13 at 0.00%	0.03	OK
	D14 at 0.00%	0.12	OK
	D15 at 0.00%	0.03	OK
	D16 at 0.00%	0.13	OK
	D17 at 0.00%	0.04	OK
	D18 at 0.00%	0.12	OK
	D19 at 0.00%	0.02	OK
	D2 at 0.00%	0.04	OK
	D3 at 0.00%	0.04	OK
	D4 at 0.00%	0.08	OK
	D5 at 0.00%	0.08	OK
	D6 at 0.00%	0.05	OK
	D7 at 0.00%	0.10	OK
	D8 at 0.00%	0.10	OK
	D9 at 0.00%	0.07	OK
<hr/>			
12	D1 at 100.00%	0.03	OK
	D10 at 100.00%	0.09	OK
	D11 at 100.00%	0.05	OK
	D12 at 100.00%	0.07	OK
	D13 at 100.00%	0.04	OK
	D14 at 100.00%	0.12	OK
	D15 at 100.00%	0.03	OK
	D16 at 100.00%	0.13	OK
	D17 at 100.00%	0.04	OK
	D18 at 100.00%	0.12	OK
	D19 at 100.00%	0.03	OK
	D2 at 100.00%	0.05	OK
	D3 at 100.00%	0.05	OK
	D4 at 100.00%	0.09	OK
	D5 at 100.00%	0.09	OK
	D6 at 100.00%	0.05	OK
	D7 at 100.00%	0.11	OK
	D8 at 100.00%	0.09	OK
	D9 at 100.00%	0.07	OK
<hr/>			
13	D1 at 100.00%	0.08	OK
	D10 at 100.00%	0.38	OK
	D11 at 100.00%	0.38	OK
	D12 at 100.00%	0.25	OK
	D13 at 100.00%	0.11	OK
	D14 at 100.00%	0.28	OK
	D15 at 100.00%	0.08	OK
	D16 at 100.00%	0.33	OK
	D17 at 100.00%	0.12	OK
	D18 at 100.00%	0.27	OK
	D19 at 100.00%	0.06	OK
	D2 at 100.00%	0.18	OK
	D3 at 100.00%	0.18	OK
	D4 at 100.00%	0.41	OK
	D5 at 100.00%	0.43	OK
	D6 at 100.00%	0.17	OK
	D7 at 100.00%	0.51	OK
	D8 at 100.00%	0.53	OK
	D9 at 100.00%	0.27	OK
<hr/>			
14	D1 at 0.00%	0.03	OK
	D10 at 0.00%	0.09	OK
	D11 at 0.00%	0.09	OK
	D12 at 0.00%	0.07	OK
	D13 at 0.00%	0.04	OK
	D14 at 0.00%	0.12	OK
	D15 at 0.00%	0.03	OK

	D16 at 0.00%	0.13	OK
	D17 at 0.00%	0.04	OK
	D18 at 0.00%	0.12	OK
	D19 at 0.00%	0.03	OK
	D2 at 0.00%	0.05	OK
	D3 at 0.00%	0.05	OK
	D4 at 0.00%	0.09	OK
	D5 at 0.00%	0.09	OK
	D6 at 0.00%	0.05	OK
	D7 at 0.00%	0.11	OK
	D8 at 0.00%	0.12	OK
	D9 at 0.00%	0.07	OK
15	D1 at 100.00%	0.04	OK
	D10 at 100.00%	0.08	OK
	D11 at 100.00%	0.10	OK
	D12 at 100.00%	0.07	OK
	D13 at 100.00%	0.04	OK
	D14 at 100.00%	0.13	OK
	D15 at 100.00%	0.04	OK
	D16 at 100.00%	0.14	OK
	D17 at 100.00%	0.04	OK
	D18 at 100.00%	0.12	OK
	D19 at 100.00%	0.04	OK
	D2 at 100.00%	0.03	OK
	D3 at 100.00%	0.05	OK
	D4 at 100.00%	0.03	OK
	D5 at 100.00%	0.09	OK
	D6 at 100.00%	0.05	OK
	D7 at 100.00%	0.05	OK
	D8 at 100.00%	0.12	OK
	D9 at 100.00%	0.08	OK
16	D1 at 100.00%	0.10	OK
	D10 at 100.00%	0.29	OK
	D11 at 100.00%	0.40	OK
	D12 at 100.00%	0.27	OK
	D13 at 100.00%	0.13	OK
	D14 at 100.00%	0.31	OK
	D15 at 100.00%	0.11	OK
	D16 at 100.00%	0.35	OK
	D17 at 100.00%	0.15	OK
	D18 at 100.00%	0.28	OK
	D19 at 100.00%	0.09	OK
	D2 at 100.00%	0.09	OK
	D3 at 100.00%	0.20	OK
	D4 at 100.00%	0.09	OK
	D5 at 100.00%	0.43	OK
	D6 at 100.00%	0.19	OK
	D7 at 100.00%	0.19	OK
	D8 at 100.00%	0.53	OK
	D9 at 100.00%	0.29	OK
17	D1 at 0.00%	0.04	OK
	D10 at 0.00%	0.08	OK
	D11 at 0.00%	0.10	OK
	D12 at 0.00%	0.07	OK
	D13 at 0.00%	0.04	OK
	D14 at 0.00%	0.13	OK
	D15 at 0.00%	0.04	OK
	D16 at 0.00%	0.14	OK
	D17 at 0.00%	0.04	OK
	D18 at 0.00%	0.12	OK
	D19 at 0.00%	0.03	OK
	D2 at 0.00%	0.03	OK
	D3 at 0.00%	0.05	OK
	D4 at 0.00%	0.03	OK
	D5 at 0.00%	0.09	OK
	D6 at 0.00%	0.05	OK
	D7 at 0.00%	0.05	OK
	D8 at 0.00%	0.12	OK
	D9 at 0.00%	0.08	OK
24	D1 at 0.00%	0.09	OK
	D10 at 0.00%	0.37	OK

	D11 at 0.00%	0.37	OK	
	D12 at 0.00%	0.26	OK	
	D13 at 0.00%	0.12	OK	
	D14 at 0.00%	0.30	OK	
	D15 at 6.25%	0.09	OK	
	D16 at 0.00%	0.33	OK	
	D17 at 0.00%	0.13	OK	
	D18 at 0.00%	0.28	OK	
	D19 at 6.25%	0.07	OK	
	D2 at 0.00%	0.17	OK	
	D3 at 0.00%	0.17	OK	
	D4 at 0.00%	0.36	OK	
	D5 at 0.00%	0.38	OK	
	D6 at 0.00%	0.18	OK	
	D7 at 0.00%	0.46	OK	
	D8 at 0.00%	0.47	OK	
	D9 at 0.00%	0.28	OK	
<hr/>				
25	D1 at 0.00%	0.08	OK	
	D10 at 0.00%	0.38	OK	
	D11 at 0.00%	0.38	OK	
	D12 at 0.00%	0.25	OK	
	D13 at 0.00%	0.11	OK	
	D14 at 0.00%	0.28	OK	
	D15 at 6.25%	0.08	OK	
	D16 at 0.00%	0.33	OK	
	D17 at 0.00%	0.12	OK	
	D18 at 0.00%	0.27	OK	
	D19 at 6.25%	0.06	OK	
	D2 at 0.00%	0.18	OK	
	D3 at 0.00%	0.18	OK	
	D4 at 0.00%	0.41	OK	
	D5 at 0.00%	0.43	OK	
	D6 at 0.00%	0.17	OK	
	D7 at 0.00%	0.51	OK	
	D8 at 0.00%	0.53	OK	
	D9 at 0.00%	0.27	OK	
<hr/>				
26	D1 at 0.00%	0.10	OK	
	D10 at 0.00%	0.29	OK	
	D11 at 0.00%	0.40	OK	
	D12 at 0.00%	0.27	OK	
	D13 at 0.00%	0.13	OK	
	D14 at 0.00%	0.31	OK	
	D15 at 0.00%	0.11	OK	
	D16 at 0.00%	0.35	OK	
	D17 at 0.00%	0.15	OK	
	D18 at 0.00%	0.28	OK	
	D19 at 0.00%	0.09	OK	
	D2 at 0.00%	0.09	OK	
	D3 at 0.00%	0.20	OK	
	D4 at 0.00%	0.09	OK	
	D5 at 0.00%	0.43	OK	
	D6 at 0.00%	0.19	OK	
	D7 at 0.00%	0.19	OK	
	D8 at 0.00%	0.53	OK	
	D9 at 0.00%	0.29	OK	
<hr/>				
W 8X24	1	D1 at 100.00%	0.22	OK
		D10 at 100.00%	0.20	OK
		D11 at 100.00%	0.37	OK
		D12 at 100.00%	0.15	OK
		D13 at 100.00%	0.26	OK
		D14 at 100.00%	0.21	OK
		D15 at 100.00%	0.47	OK
		D16 at 100.00%	0.28	OK
		D17 at 100.00%	0.54	OK
		D18 at 100.00%	0.17	OK
		D19 at 100.00%	0.42	OK
		D2 at 100.00%	0.19	OK
		D3 at 100.00%	0.36	OK
		D4 at 100.00%	0.20	OK
		D5 at 100.00%	0.75	OK
		D6 at 100.00%	0.19	OK
		D7 at 100.00%	0.19	OK

	D8 at 100.00%	0.74	OK
	D9 at 100.00%	0.20	OK
2	D1 at 0.00%	0.24	OK
	D10 at 0.00%	0.36	OK
	D11 at 0.00%	0.37	OK
	D12 at 0.00%	0.14	OK
	D13 at 0.00%	0.27	OK
	D14 at 0.00%	0.21	OK
	D15 at 0.00%	0.54	OK
	D16 at 0.00%	0.28	OK
	D17 at 0.00%	0.62	OK
	D18 at 0.00%	0.16	OK
	D19 at 0.00%	0.49	OK
	D2 at 0.00%	0.37	OK
	D3 at 0.00%	0.38	OK
	D4 at 0.00%	0.74	OK
	D5 at 0.00%	0.76	OK
	D6 at 0.00%	0.20	OK
	D7 at 0.00%	0.73	OK
	D8 at 0.00%	0.76	OK
	D9 at 0.00%	0.19	OK
3	D1 at 0.00%	0.17	OK
	D10 at 0.00%	0.26	OK
	D11 at 0.00%	0.27	OK
	D12 at 0.00%	0.11	OK
	D13 at 0.00%	0.19	OK
	D14 at 0.00%	0.16	OK
	D15 at 0.00%	0.39	OK
	D16 at 0.00%	0.21	OK
	D17 at 0.00%	0.44	OK
	D18 at 0.00%	0.12	OK
	D19 at 0.00%	0.35	OK
	D2 at 0.00%	0.26	OK
	D3 at 0.00%	0.27	OK
	D4 at 0.00%	0.51	OK
	D5 at 0.00%	0.53	OK
	D6 at 0.00%	0.15	OK
	D7 at 0.00%	0.51	OK
	D8 at 0.00%	0.53	OK
	D9 at 0.00%	0.15	OK
5	D1 at 100.00%	0.22	OK
	D10 at 100.00%	0.20	OK
	D11 at 100.00%	0.37	OK
	D12 at 100.00%	0.15	OK
	D13 at 100.00%	0.26	OK
	D14 at 100.00%	0.21	OK
	D15 at 100.00%	0.45	OK
	D16 at 100.00%	0.28	OK
	D17 at 100.00%	0.52	OK
	D18 at 100.00%	0.17	OK
	D19 at 100.00%	0.41	OK
	D2 at 100.00%	0.19	OK
	D3 at 100.00%	0.36	OK
	D4 at 100.00%	0.20	OK
	D5 at 100.00%	0.75	OK
	D6 at 100.00%	0.19	OK
	D7 at 100.00%	0.19	OK
	D8 at 100.00%	0.74	OK
	D9 at 100.00%	0.20	OK
6	D1 at 0.00%	0.24	OK
	D10 at 0.00%	0.36	OK
	D11 at 0.00%	0.37	OK
	D12 at 0.00%	0.14	OK
	D13 at 0.00%	0.27	OK
	D14 at 0.00%	0.21	OK
	D15 at 0.00%	0.52	OK
	D16 at 0.00%	0.28	OK
	D17 at 0.00%	0.59	OK
	D18 at 0.00%	0.16	OK
	D19 at 0.00%	0.48	OK
	D2 at 0.00%	0.37	OK

D3 at 0.00%	0.37	OK
D4 at 0.00%	0.73	OK
D5 at 0.00%	0.76	OK
D6 at 0.00%	0.20	OK
D7 at 0.00%	0.73	OK
D8 at 0.00%	0.76	OK
D9 at 0.00%	0.19	OK

7

D1 at 0.00%	0.17	OK
D10 at 0.00%	0.26	OK
D11 at 0.00%	0.27	OK
D12 at 0.00%	0.11	OK
D13 at 0.00%	0.19	OK
D14 at 0.00%	0.16	OK
D15 at 0.00%	0.38	OK
D16 at 0.00%	0.21	OK
D17 at 0.00%	0.42	OK
D18 at 0.00%	0.12	OK
D19 at 0.00%	0.34	OK
D2 at 0.00%	0.26	OK
D3 at 0.00%	0.27	OK
D4 at 0.00%	0.51	OK
D5 at 0.00%	0.53	OK
D6 at 0.00%	0.15	OK
D7 at 0.00%	0.51	OK
D8 at 0.00%	0.53	OK
D9 at 0.00%	0.15	OK

		210479	
		SHT	32
		DATE	05/10/2021
FOR:	Tillamook Transportation District	DES. BY	SMP
DESCRIPTION: 24'-0" x 26'-0" (2) Column Canopy		BHB No	

Check Base Plate

Worse Case Wind Shear =	1521 lb (Strength)	Worse Case Seis Shear =	3558 lb
Worse Case Wind Moment =	25255 lb*ft (Strength)	Worse Case Seis Moment =	54375 lb*ft
Axial Dead Load =	3850 lb	Note 1.25 Overstrength in Seismic Numbers	
Axial Roof Live Load =	6240 lb		
Axial Snow Load =	6825 lb		

General Information

Material Properties

AISC Design Method	Load Resistance Factor Design	ϕ_c : LRFD Resistance Factor	0.65
Steel Plate F_y	= 36 ksi		
Concrete Support f_c	= 2.50 ksi		
Assumed Bearing Area : Full Bearing		Nominal Bearing F_p per J8	2.125 ksi

Column & Plate

Column Properties

Steel Section :	Pipe16 Std	Area	714075156 in ²
Depth	16 in	I_{xx}	562.084 in ⁴
Width	16 in	I_{yy}	562.084 in ⁴
Flange Thickness	0.34875 in		
Web Thickness	0 in		

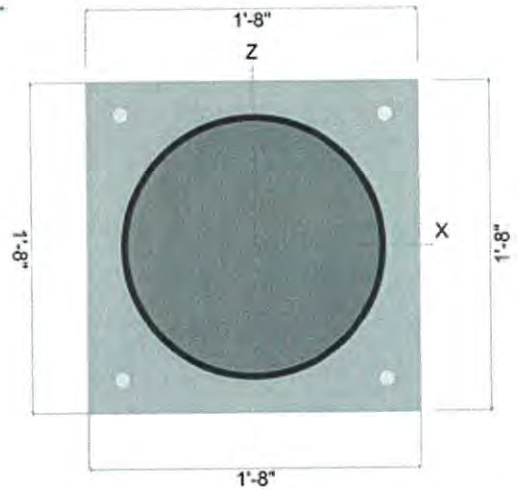
Plate Dimensions

N : Length	20.0 in
B : Width	20.0 in
Thickness	1.250 in

Support Dimensions

Width along "X"	20.0 in
Length along "Z"	20.0 in

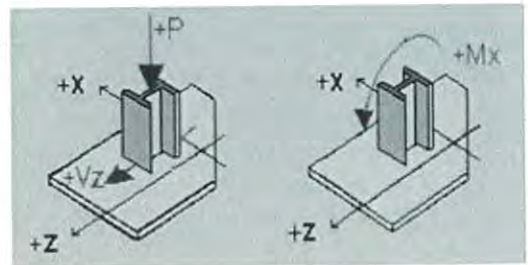
Column assumed welded to base plate.



Applied Loads

	P-Y	V-Z	M-X
D : Dead Load	3.850 k	k	k-ft
L : Live	k	k	k-ft
Lr : Roof Live	6.240 k	k	k-ft
S : Snow	6.825 k	k	k-ft
W : Wind	k	1.521 k	25.255 k-ft
E : Earthquake	k	3.588 k	54.375 k-ft
H : Lateral Earth	k	k	k-ft

"P" = Gravity load, "+" sign is downward. "+" Moments create higher soil pressure at +Z edge.
 "+" Shears push plate towards +Z edge.



GOVERNING DESIGN LOAD CASE SUMMARY

Plate Design Summary

Design Method	Load Resistance Factor Design
Governing Load Combination	+1.20D+1.60Lr+0.50W+1.60H
Governing Load Case Type	Axial + Moment, L/2 < Eccentricity, Tension on
Governing STRESS RATIO	1.0
Design Plate Size	1'-8" x 1'-8" x 1 -1/4"
Pu : Axial	0.000 k
Mu : Moment	0.000 k-ft

Mu : Max. Moment	9.116 k-in
fb : Max. Bending Stress	23.336 ksi
Fb : Allowable :	32.400 ksi
Fy * Phi	
Bending Stress Ratio	0.720
	Bending Stress OK
fu : Max. Plate Bearing Stress	1.381 ksi
Fp : Allowable :	1.381 ksi

		210479
		SHT 33
		DATE 05/10/2021
FOR:	Tillamook Transportation District	DES. BY SMP
	DESCRIPTION: 24'-0" x 26'-0" (2) Column Canopy	BHB No

Check Base Plate Weld With Circular Perimeter (Good for Cap Plate Also)

Members:

Member #1: 16" Dia Pipe

Member #2: Base Plate

Weld Properties:

Weld diameter, b = 16 in

Weld section modulus = $\pi(b^2)/4$, Sx = 201 in²

Weld size, c = 0.313 in

Weld yeild stress = fy = 70.00 ksi

Weld overall length, Lw = 50.27 in

Loads:

Shear Load, V = 2490 lb (Working)

Moment, M = 38063 lb*ft (Working)

Load on Welds:

Weld load due to $W_M = 12 * M / S = 2272$ lb/in (Z axis)

Maximum load on weld = $\{(V/L_w)^2 + (W_M)\}^{1/2} = 2272$ lb/in

Check Welds:

Maximum load in weld = Fact = 2272 lb/in

Allowable load in weld = $0.707 * C * 0.3 * 1000 * f_y = 4640$ lb/in

Therefore 0.3125 in. Fillet Weld OK

Check Round Pier

Dead Load = 3.85 k Seis Shear = 3.56 k (Strength) Req'd Bearing Area = 8.40 sq.ft.
 Roof Live Load = 6.24 k Wind Shear = 1.52 k (Strength) Min Diameter = 40.00 in
 Roof Snow Load = 6.83 k Allow Bearing = 1.50 ksf Use Diameter = 42.00 in

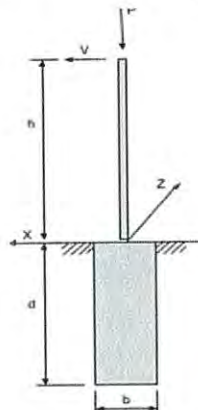
Location: Canopy

Gravity Loads (Unfactored)

Dead	Live	Roof Live	Snow
kip	kip	kip	kip
3.85	0.00	6.24	6.83

Lateral Loads (Ultimate)

Wind x	Wind z	Height, h	Seis x	Seis z	Height, h
kip	kip	ft	kip	kip	ft
1.52	0.00	18.00	3.56	0.00	18.00



Top Non-Constrained

$$d = 1/2 A (1 + (1 + 4.36(h/A))^{1/2})$$

Top Constrained

$$d = [(4.25)(V)(h) / (S_x)(b)]^{1/2}$$

where:

- P = axial load
- A = 2.34V / (S_xb)
- h = height lateral load applied
- V = lateral load
- b = diameter of round footing or diagonal of square footing
- S_x = allowable lateral bearing at d/3
- S_y = allowable lateral bearing at d
- d = depth of pier required

Drilled Pier Properties

Pier Round/Square?	R	(R or S)	Tie Bar Yield, F _{yt} :	60.00	ksi	Use Default Soil?:	Y	(Y or N)	Core Area, A _{ch} :	1,017.88
Pier Diameter, b:	42.00	in	Sesimic Category:	D		1/2 in Defl OK?:	Y	(Y or N)	Gross Area, A _g :	1,385.44
Concrete Comp, f _c :	3.00	ksi	Top Constrained?:	N	(Y or N)	Limit Lat Bearing?:	N	(Y or N)	Pier Diameter, b:	42.00
Rebar Size:	5		Allow 1.33 Increase?:	N	(Y or N)					
Total # Rebar:	12		Use Overstrength?:	Y	(Y or N)					
Bar clear cover:	3.00	in	Overstrength Factor:	1.00	In #					
Rebar Yield, F _y :	60.00	ksi	Soils Report?:	N	(Y or N)	Alw Lat Bearing:	200	pcf	Final soil bearing	200 pcf
Min Steel Ratio:	0.25	%				Alw End Bearing:	1500	psf		1500 psf

Total Loads on Piers

Worse Case Axial Loads on Pier - ASD		Worse Case Loads on Pier - LRFD			
Pu-asd:	10.68 k	Pu-lrfd:	15.55 k		
Vu-asd-wind-x:	0.91 k	Vu-lrfd-wind-x:	1.52 k	Mu-lrfd-wind-x:	27.36 k*ft
Vu-asd-seis-x:	2.23 k	Vu-lrfd-seis-x:	3.56 k	Mu-lrfd-seis-x:	64.08 k*ft
Vu-asd-wind-z:	0.00 k	Vu-lrfd-wind-z:	0.00 k	Mu-lrfd-wind-z:	0.00 k*ft
Vu-asd-seis-z:	0.00 k	Vu-lrfd-seis-z:	0.00 k	Mu-lrfd-seis-z:	0.00 k*ft

Pier Min Longitudinal Steel

Steel Area, A _{st} :	3.68	in ²	Percentage of Steel:	0.27	%
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OK

Pier Moment and Shear

Pier width, b ₁ :	41.23	in, equiv	Comp Strip, a:	1.05	in	Whit Eq Width:	0.11	in
Mom Cap, Phi*M _n :	227.59	k*ft	Shear Cap, Phi*V _n :	83.47	k	Whit Eq depth, d ₁ :	28.00	in
Mom Act, Mu:	64.08	k*ft	Shear Act, Vu:	3.56	k			

OK

End Bearing

Pier End Area, A _p :	9.62	ft ²	Act Soil Pressure:	1,110	psf	Allow Soil Pressure:	1,500	psf
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OK

Summary

Pier Depth:	8.75	ft	Pier Vert Reinforcing:	(12) # 5 Rebar
Pier Diameter:	42.00	in	Pier Ties:	# 3 @ 12 in o.c.

Check Square Pier

Dead Load = 3.85 k Seis Shear = 3.56 k (Strength) Req'd Bearing Area = 8.40 sq.ft.
 Roof Live Load = 6.24 k Wind Shear = 1.52 k (Strength) Min Side Dim = 35.00 in
 Roof Snow Load = 6.83 k Allow Bearing = 1.50 ksf Use Square W/Side = 36.00 in

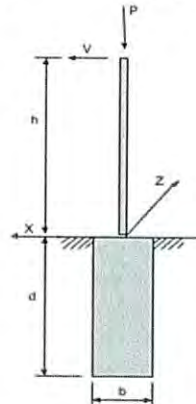
Location: Canopy

Gravity Loads (Unfactored)

Dead	Live	Roof Live	Snow
kip	kip	kip	kip
3.85	0.00	6.24	6.83

Lateral Loads (Ultimate)

Wind x	Wind z	Height, h	Seis x	Seis z	Height, h
kip	kip	ft	kip	kip	ft
1.52	0.00	18.00	3.56	0.00	18.00



Top Non-Constrained

$$d = 1/2 A (1 + (1 + 4.36(h/A))^2)^{1/2}$$

Top Constrained

$$d = [(4.25(V)(h) / (S_y)(b))]^{1/2}$$

where:

- P = axial load
- A = 2.34V / (S_yb)
- h = height lateral load applied
- V = lateral load
- b = diameter of round footing or diagonal of square footing
- S_y = allowable lateral bearing at d/3
- S_z = allowable lateral bearing at d
- d = depth of pier required

Drilled Pier Properties

Pier Round/Square?	S	(R or S)	Tie Bar Yield, F _{yt} :	60.00	ksi	Use Default Soil?:	Y	(Y or N)	Core Area, A _{ch} :	900.00
Pier Side, b:	36.00	in	Sesimic Category:	D		1/2 in Defl OK?:	Y	(Y or N)	Gross Area, A _g :	1,296.00
Concrete Comp, f _c :	3.00	ksi	Top Constrained?:	N	(Y or N)	Limit Lat Bearing?:	N	(Y or N)	Pier Diagonal, b:	50.91
Rebar Size:	5		Allow 1.33 Increase?:	N	(Y or N)					
Total # Rebar:	12		Use Overstrength?:	Y	(Y or N)					
Bar clear cover:	3.00	in	Overstrength Factor:	1.00	in #					
Rebar Yield, F _y :	60.00	ksi	Soils Report?:	N	(Y or N)	Alw Lat Bearing:	200	pcf	Final soil bearing	200
Min Steel Ratio:	0.25	%				Alw End Bearing:	1500	psf		1500

Total Loads on Piers

Worse Case Axial Loads on Pier - ASD		Worse Case Loads on Pier - LRFD			
Pu-asd:	10.68 k	Pu-lrfd:	15.55 k	Mu-lrfd-wind-x:	27.36 k*ft
Vu-asd-wind-x:	0.91 k	Vu-lrfd-wind-x:	1.52 k	Mu-lrfd-seis-x:	64.08 k*ft
Vu-asd-seis-x:	2.23 k	Vu-lrfd-seis-x:	3.56 k	Mu-lrfd-wind-z:	0.00 k*ft
Vu-asd-wind-z:	0.00 k	Vu-lrfd-wind-z:	0.00 k	Mu-lrfd-seis-z:	0.00 k*ft
Vu-asd-seis-z:	0.00 k	Vu-lrfd-seis-z:	0.00 k		

Pier Min Longitudinal Steel

Steel Area, A _{st} :	3.68	in ²	Percentage of Steel:	0.28	%
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OK

Pier Moment and Shear

Pier width, b ₁ :	36.00	in	Comp Strip, a:	1.20	in
Mom Cap, Phi ³ M _n :	217.20	k*ft	Shear Cap, Phi ³ V _n :	78.08	k
Mom Act, Mu:	64.08	k*ft	Shear Act, Vu:	3.56	k

OK

End Bearing

Pier End Area, A _p :	9.00	ft ²	Act Soil Pressure:	1,187	psf	Allow Soil Pressure:	1,500	psf
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OK

Summary

Pier Depth:	8.00	ft	Pier Vert Reinforcing:	(12) # 5 Rebar
Pier Sides:	36.00	in	Pier Ties:	# 3 @ 12 in o.c.

Sheet	36
Date	05/10/2021
Job No	210479
Eng	SMP

FOR: Tillamook Transportation District
 DESCRIPTION: 24'-0" x 26'-0" (2) Column Canopy

Check Anchor Bolts

Worse Case Seismic Shear = 2846 lb (Strength) = 7115 lb (W/ 2.5 Overstrength)
 Worse Case Seismic Moment = 43500 lb*ft (Strength) = 1305000 lb*in (W/ 2.5 Overstrength)
 Axial Load = 3465 lb (0.9DL)

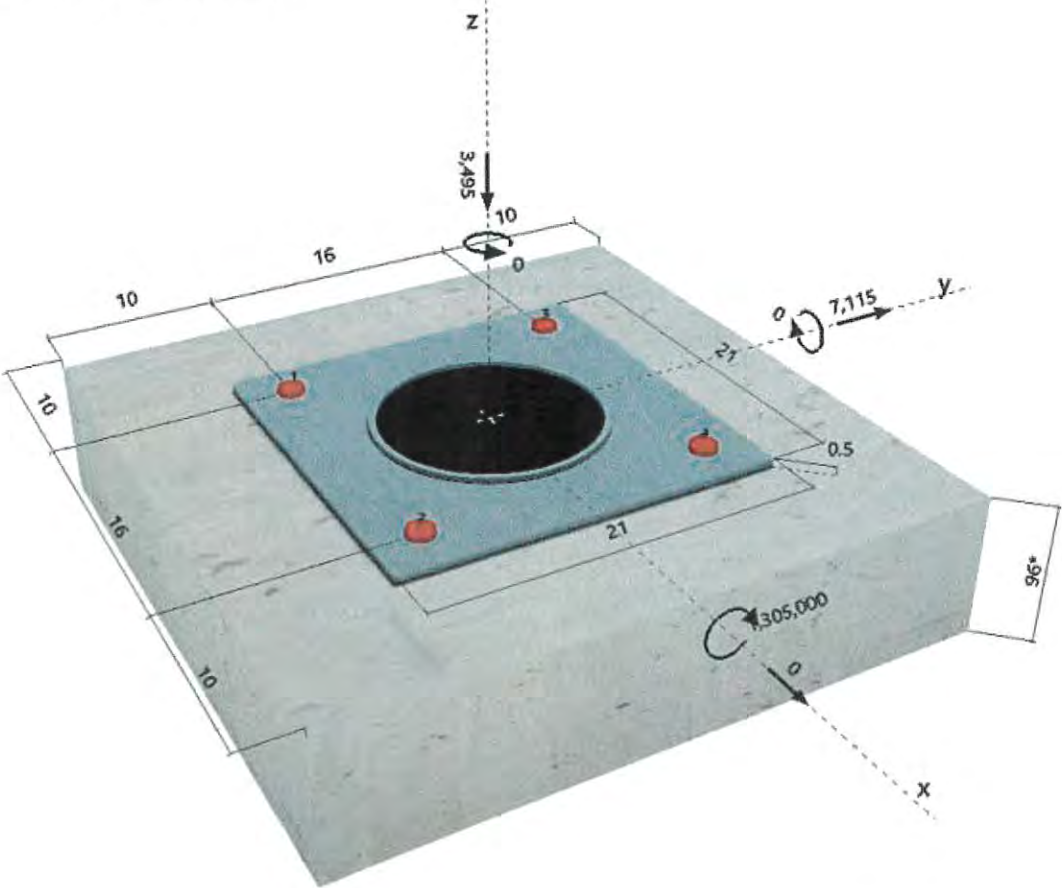
Note: Bolts Are Embedded Deep

1 Input data

Anchor type and diameter: Heavy Square Head ASTM F 1554 GR. 36 1 1/2
 Effective embedment depth: $h_{ef} = 24.000$ in.
 Material: ASTM F 1554
 Proof: Design method ACI 318-14 / CIP
 Stand-off installation: $e_b = 0.000$ in. (no stand-off); $t = 0.500$ in.
 Anchor plate: $l_x \times l_y \times t = 21.000$ in. \times 21.000 in. \times 0.500 in.; (Recommended plate thickness: not calculated)
 Profile: Round HSS, Steel pipe (AISC); (L x W x T) = 12.800 in. \times 12.800 in. \times 0.375 in.
 Base material: cracked concrete, 3000, $f'_c = 3,000$ psi; $h = 96.000$ in.
 Reinforcement: tension: condition A, shear: condition A; anchor reinforcement: tension, shear
 edge reinforcement: none or $<$ No. 4 bar
 Seismic loads (cat. C, D, E, or F) Tension load: yes (17.2.3.4.3 (d))
 Shear load: yes (17.2.3.5.3 (c))



Geometry [in.] & Loading [lb, in.lb]



		Sheet	37
		Date	05/10/2021
		Job No	210479
FOR:	Tillamook Transportation District	Eng	SMP
DESCRIPTION: 24'-0" x 26'-0" (2) Column Canopy			

Check Anchor Bolts (Cont)

2 Load case/Resulting anchor forces

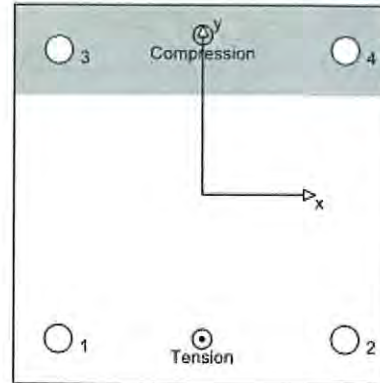
Load case: Design loads

Anchor reactions [lb]

Tension force: (+Tension, -Compression)

Anchor	Tension force	Shear force	Shear force x	Shear force y
1	37,864	1,779	0	1,779
2	37,864	1,779	0	1,779
3	0	1,779	0	1,779
4	0	1,779	0	1,779

max. concrete compressive strain: 0.35 [%]
 max. concrete compressive stress: 1,502 [psi]
 resulting tension force in (x/y)=(0.000/-8.000): 75,729 [lb]
 resulting compression force in (x/y)=(0.000/8.825): 79,224 [lb]



3 Tension load

	Load N_{ua} [lb]	Capacity ϕN_n [lb]	Utilization $\beta_N = N_{ua}/\phi N_n$	Status
Steel Strength*	37,864	61,335	62	OK
Pullout Strength*	37,864	48,800	78	OK
Concrete Breakout Strength**†	N/A	N/A	N/A	N/A
Concrete Side-Face Blowout, direction **	N/A	N/A	N/A	N/A

* anchor having the highest loading ** anchor group (anchors in tension)

† Tension Anchor Reinforcement has been selected!

3.1 Steel Strength

$N_{sa} = A_{se,N} f_{uta}$ ACI 318-14 Eq. (17.4.1.2)
 $\phi N_{sa} \geq N_{ua}$ ACI 318-14 Table 17.3.1.1

Variables

$A_{se,N}$ [in. ²]	f_{uta} [psi]
1.41	58,000

Calculations

N_{sa} [lb]
81,780

Results

N_{sa} [lb]	ϕ_{steel}	ϕN_{sa} [lb]	N_{ua} [lb]
81,780	0.750	61,335	37,864

3.2 Pullout Strength

$N_{pn} = \psi_{c,p} N_p$ ACI 318-14 Eq. (17.4.3.1)
 $N_p = 8 A_{brg} f_c$ ACI 318-14 Eq. (17.4.3.4)
 $\phi N_{pn} \geq N_{ua}$ ACI 318-14 Table 17.3.1.1

Variables

$\psi_{c,p}$	A_{brg} [in. ²]	λ_g	f_c [psi]
1.000	3.87	1.000	3,000

Calculations

N_p [lb]
92,952

Results

N_{pn} [lb]	$\phi_{concrete}$	ϕ_{misc}	$\phi_{nominal}$	ϕN_{pn} [lb]	N_{ua} [lb]
92,952	0.700	0.750	1.000	48,800	37,864

Sheet	38
Date	05/10/2021
Job No	210479
Eng	SMP

FOR: Tillamook Transportation District
 DESCRIPTION: 24'-0" x 26'-0" (2) Column Canopy

Check Anchor Bolts (Cont)

4 Shear load

	Load V_{ua} [lb]	Capacity ϕV_n [lb]	Utilization $\beta_v = V_{ua}/\phi V_n$	Status
Steel Strength*	1,779	31,894	6	OK
Steel failure (with lever arm)*	N/A	N/A	N/A	N/A
Pryout Strength**	7,115	102,638	7	OK
Concrete edge failure in direction **†	N/A	N/A	N/A	N/A

* anchor having the highest loading **anchor group (relevant anchors)

† Shear Anchor Reinforcement has been selected!

4.1 Steel Strength

$$V_{ua} = 0.6 A_{sa,v} f_{uts} \quad \text{ACI 318-14 Eq. (17.5.1.2b)}$$

$$\phi V_{steel} \geq V_{ua} \quad \text{ACI 318-14 Table 17.3.1.1}$$

Variables

$A_{sa,v}$ [in. ²]	f_{uts} [psi]
1.41	58,000

Calculations

V_{ua} [lb]
49,068

Results

V_{ua} [lb]	ϕ_{steel}	ϕV_{sa} [lb]	V_{ua} [lb]
49,068	0.650	31,894	1,779

4.2 Pryout Strength

$$V_{cpq} = k_{cp} \left[\left(\frac{A_{Nc}}{A_{Nco}} \right) \psi_{ec,N} \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \right] \quad \text{ACI 318-14 Eq. (17.5.3.1b)}$$

$$\phi V_{cpq} \geq V_{ua} \quad \text{ACI 318-14 Table 17.3.1.1}$$

A_{Nc} see ACI 318-14, Section 17.4.2.1, Fig. R 17.4.2.1(b)

$$A_{Nco} = 9 h_{ef}^2 \quad \text{ACI 318-14 Eq. (17.4.2.1c)}$$

$$\psi_{ec,N} = \left(\frac{1}{1 + \frac{2 e_N}{3 h_{ef}}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.4.2.4)}$$

$$\psi_{ed,N} = 0.7 + 0.3 \left(\frac{c_{a,min}}{1.5 h_{ef}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.4.2.5b)}$$

$$\psi_{cp,N} = \text{MAX} \left(\frac{c_{a,min}}{c_{ac}}, \frac{1.5 h_{ef}}{c_{ac}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.4.2.7b)}$$

$$N_b = k_c \lambda_a \sqrt{f_c} h_{ef}^{1.5} \quad \text{ACI 318-14 Eq. (17.4.2.2a)}$$

Variables

k_{cp}	h_{ef} [in.]	$e_{c1,N}$ [in.]	$e_{c2,N}$ [in.]	$c_{a,min}$ [in.]
2	6.667	0.000	0.000	10.000

$\psi_{ec,N}$	c_{ac} [in.]	k_c	λ_a	f_c [psi]
1.000	-	24	1.000	3,000

Calculations

A_{Nc} [in. ²]	A_{Nco} [in. ²]	$\psi_{ec1,N}$	$\psi_{ec2,N}$	$\psi_{ed,N}$	$\psi_{cp,N}$	N_b [lb]
1,296.00	400.00	1.000	1.000	1.000	1.000	22,627

Results

V_{cpq} [lb]	$\phi_{concrete}$	$\phi_{seismic}$	$\phi_{nonseismic}$	ϕV_{cpq} [lb]	V_{ua} [lb]
146,626	0.700	1.000	1.000	102,638	7,115

5 Combined tension and shear loads

β_N	β_v	C	Utilization $\beta_{N,v}$ [%]	Status
0.776	0.069	5/3	67	OK

$$\beta_{N,v} = \beta_N + \beta_v \leq 1$$

EXHIBIT D

TILLAMOOK COUNTY TRANSPORTATION DISTRICT

PAYMENT BOND

Bond No. _____
Project Name TCTD - Propane Autogas

_____ (Surety #1) Bond Amount No. 1: \$ _____
_____ (Surety #2)* Bond Amount No. 2:* \$ _____
* *If using multiple sureties* Total Penal Sum of Bond: \$ _____

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Tillamook County Transportation District the sum _____ of _____ (Total Penal Sum of Bond) (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the Tillamook County Transportation District, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Tillamook County Transportation District, and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the

performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the Tillamook County Transportation District on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Tillamook County Transportation District be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____, 2020.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City State Zip

Phone Fax

EXHIBIT E

TILLAMOOK COUNTY TRANSPORTATION DISTRICT

PERFORMANCE BOND

Bond No. _____
Project Name TCTD - Propane Autogas

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2: *	\$ _____
	Total Penal Sum of Bond:	\$ _____

** If using multiple sureties*

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Tillamook County Transportation District the sum of _____ (Total Penal Sum of Bond)

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the Tillamook County Transportation District, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety;

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or

without notice to the Sureties, and shall indemnify and save harmless the Tillamook County Transportation District, and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Tillamook County Transportation District be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 2020.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax