

CITY OF MEDFORD
AGREEMENT PROCESSING CONTROL RECORD

I. INITIATING DEPARTMENT: COMPLETE SECTIONS I & II

INITIATING DEPARTMENT **PARKS & RECREATION** DATE **August 5, 2015**

APCR PREPARED BY **Anne Gordon, Contract Administrator** DEPT HEAD **[Signature]**
NAME TITLE SIGNATURE

AGREEMENT OR CONTRACT TITLE **Maintenance Contract**

AGREEMENT OR CONTRACT PURPOSE **Maintenance of park and right-of-way areas under the
Parks and Recreation Department**

CONTRACT PARTIES **City of Medford and Living Opportunities, Inc.**

CONTRACT TERM BEGIN: **07/01/15** END: **06/30/17** 1 YEAR 2 YEAR MORE THAN 2 YEARS
(PROJECTIONS ARE ACCEPTABLE) OPTIONS TO RENEW

DATE OF COUNCIL ACTION **N/A**

OTHER GOVERNMENT(S) AFFECTED **None**

WHO PREPARED THE AGREEMENT OR CONTRACT **City of Medford**

FINANCIAL IMPACT **\$28,700 annually / \$57,400 for term of the contract**

BUDGET ACCOUNT NUMBER: **001-5204-652.22-11 and 098-5204-652.22-11**

BUDGET PROJECT NUMBER (if applicable): _____ BOLI: YES _____ NO **XX**

II. CHECK 'YES' TO ALL APPLICABLE SECTIONS BEFORE ROUTING TO RECORDER'S OFFICE FOR FURTHER PROCESSING
(NO ACCEPTABLE FOR AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES)

	YES	NO	N/A
FUNDING IS AVAILABLE (DEPARTMENTS MUST CERTIFY UNENCUMBERED RESOURCES ARE AVAILABLE TO FULLY FUND THE CONTRACT)	<u>X</u>	_____	_____
COMPETITIVELY SOLICITED	_____	_____	<u>X</u>
OTHER PARTY HAS EXECUTED	<u>X</u>	_____	_____
PERFORMANCE BOND OR OTHER SECURITY IS ATTACHED	_____	_____	<u>X</u>
INSURANCE CERTIFICATE(S) ATTACHED	<u>X</u>	_____	_____
LEGAL DESCRIPTIONS BEEN RECEIVED AND CHECKED	_____	_____	<u>X</u>

OTHER COMMENTS _____

PROVIDE TWO (2) COPIES OF COMPLETED APCR AND ATTACH TWO (2) COPIES OF AGREEMENT TO BE SIGNED

III. CITY RECORDER:

DATE RECEIVED **8/6/2015** APCR No. **406-15** DATE ROUTED **8/6/2015**

IV. LAW DEPT **Kam** DATE **8-7-15**

RETURN TO CITY RECORDER

V. CITY MANAGER **[Signature]** DATE **8/10/15**

VI. CITY MANAGER PRO TEM **[Signature]** RETURN TO CITY RECORDER

ACTION RECORD:

CITY COUNCIL ACTION DATE _____ ORDINANCE NO. _____

MAYOR/CITY MANAGER/DEPT HEAD EXECUTION DATE **8/10/15**

CITY RECORDER COMPLETION DATE **8/10/15**

DISTRIBUTION: ORIGINAL: City Recorder's Office DEPT RETURNED TO: **Paulo**

MAINTENANCE CONTRACT
LIVING OPPORTUNITIES, INC.

THIS AGREEMENT, made and entered into in duplicate this 10 day of August, 2015, by and between LIVING OPPORTUNITIES, INC., a corporation in the State of Oregon, hereinafter termed the "CONTRACTOR", and the CITY OF MEDFORD, a municipal corporation in the State of Oregon, hereinafter termed "CITY".

Article 1. The Work

CONTRACTOR, in consideration of the payments to be made by CITY, in the manner and at the times hereinafter provided, and of the covenants and agreements hereinafter contained, hereby agrees to furnish all materials and labor for:

Contractor will maintain the following areas, on an every other week basis, during the months of July thru November & March thru June (9 months) each year.

City shall pay Contractor \$51.75 per hour. The total annual payment shall not exceed \$28,700. Contractor will bill the City monthly for hours worked.

THE TOTAL AMOUNT OF THIS TWO-YEAR CONTRACT MAY NOT EXCEED \$57,400.00.

THE TERM OF THIS AGREEMENT SHALL BE FOR TWO YEARS -- JULY 1, 2015 THROUGH JUNE 30, 2017

Based on budget constraints, City reserves the right to cut back or suspend services on some of the contracted areas.

Services under this contract may be canceled by either party with a thirty (30) day written notice.

City has estimated a normal amount of time needed to complete all tasks at each location.

City will continue to spray for weeds by pre/post chemical applications in all areas to be maintained by Contractor under this agreement.

Contracted Areas

See attached Exhibit A for further explanation of tasks assigned to each area

	<u>Hours</u>
• <u>Almond St. Green</u> <ul style="list-style-type: none">▪ Mow, weed, clean area & etc.	1
• <u>Biddle Road Bike Path</u> <ul style="list-style-type: none">▪ Mow, clean-up trash, etc.	4
• <u>Cottage St Green</u> <ul style="list-style-type: none">▪ Mow, weed, clean area, etc.	1
• <u>McAndrews & Court</u> <ul style="list-style-type: none">▪ Clean-up trash, weed & flower beds	1
• <u>West Main & Columbus</u> <ul style="list-style-type: none">▪ Trash pick-up, rake bark	1
• <u>White Oak Circle</u> <ul style="list-style-type: none">▪ Weeding and trash pick-up.	2
• <u>East Main Green</u> <ul style="list-style-type: none">▪ Mowing, trash pick-up & weeding	1
• <u>Court Street Green</u> <ul style="list-style-type: none">▪ Mowing, edging, trash pick-up & weeding	1
• <u>Ivy Street Green</u> <ul style="list-style-type: none">▪ Weeding, mowing & trash pick-up	1
• <u>Glen Oak Island</u> <ul style="list-style-type: none">▪ Mowing, edging and trash pick-up	1
• <u>Earhart Park</u> <ul style="list-style-type: none">▪ Mowing, weeding and trash pick-up	3
• <u>Orchard Hill Bike Path</u> <ul style="list-style-type: none">▪ Trash pick-up & blow path	1

- **Jefferson School Bike Path** 1
 - Trash pick-up & blow path
 - **Lazy Creek** 3
 - Mowing, weeding, trash pick-up & blow path
 - **Larson Creek** 4
 - Mowing, weeding, blow path & rash pick-up
- ❖ In the fall, pick-up leaves in all areas with trees
- ❖ Plus, additional park maintenance task as assigned at the same rate of **\$51.75 per hour.**

Article 2. Scope of Services

The CONTRACTOR shall furnish all necessary machinery, tools, apparatus, materials and labor and to do said work in the most substantial and workmanlike manner according to the solicitation, general provisions, general specifications and any special provisions hereto attached, and the plans therefor on file in the office of the applicable department of the City of Medford, Oregon, and in accordance with such modifications of the same and other directions as may be made by CITY as provided for therein.

It is agreed that said plans, specifications and provisions, and the schedule of rates and prices during the course of the project as set forth in the solicitation and in the said provisions and specifications are hereby specifically referred to and made a part of this contract, and shall have the same force and effect as though all the sums and provisions thereof were fully inserted herein.

Article 3. Time of Performance

The services of CONTRACTOR shall run from **July 1, 2015 through June 30, 2017.**

Article 4. Personnel

- A. The CONTRACTOR represents that it employs, or will employ at its own expense, all personnel required in performing the services under this Agreement.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under his direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. CONTRACTOR shall be responsible to ensure that it and any subcontractors comply

with all applicable Federal, State and local laws regarding employee wages, hours, benefits, health care, and workers compensation, and shall ensure that all expenses and claims related thereto are paid promptly. The applicable provisions of ORS 279B and 279C are attached hereto as Exhibit B and incorporated herein by reference.

- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CITY.

Article 5. Compliance with Laws and Regulations

CONTRACTOR shall at all times observe and comply with all federal and state laws and local ordinances and regulations, including but not limited to possession of a valid City of Medford business license, in any manner affecting the conduct of the work, and all such orders or decrees as exist at the present and those which may be made or enacted later by bodies or tribunals having any jurisdiction or authority over the work.

Article 6. Federal Requirements and Provisions

Notwithstanding any other provision hereof, any applicable federal laws, rules or regulations are to govern in any case where federal funds are involved and the federal laws conflict with any provision hereof. If applicable, Federal requirements and provisions are attached hereto as Exhibit _____. CONTRACTOR agrees to comply with such attached provisions.

Article 7. Compensation

The CITY shall compensate the CONTRACTOR as set forth Article 1 above. Compensation shall be billed monthly in summary form giving employees names and hours and expense data. Payment to CONTRACTOR is due upon presentation of invoice to CITY and is to be made within thirty (30) days.

Article 8. Payment to Contractor and Extras

Subject to ORS 279C.570 (Progress Payments) and subject to ORS 279C.550 (Retainage), and in consideration of the faithful performance of the work herein embraced and provided for, as set forth in this contract, solicitation, general specifications and special provisions, notice to contractors, and plans which are a part thereof, in accordance with the directions of the CITY and to its satisfaction, CITY agrees to pay to CONTRACTOR the amount earned by CONTRACTOR under said contract, as provided in the general specifications and special provisions attached. All payments will be made at the times and in the manner provided in the general and special provisions incorporated herein and in accordance with the regulations of CITY in regard to the payment of claims, which regulations provide, among other things, that all claims against CITY shall be submitted to CITY upon vouchers.

Except as otherwise provided herein, no payment for extras shall be made unless and until such extras and the price therefor have been authorized in writing in advance.

Article 9. Suspension of Work

CITY may suspend, in writing, all or a portion of the work under this Agreement if unforeseen circumstances beyond CITY'S control make normal progress of the work impossible. CONTRACTOR may request that the work be suspended by notifying CITY, in writing, of circumstances that are interfering with the normal progress of work. CONTRACTOR may suspend work on Project in the event CITY does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted option to terminate work on the suspended portion of Project in accordance with Article 10.

Article 10. Termination of Work

CITY may terminate all or a portion of the work covered by this Agreement for its convenience. CITY or CONTRACTOR may terminate work if the other party fails to perform in accordance with the provisions of this Agreement by providing fifteen (15) days prior, written notice to the other by certified mail with receipt for delivery returned to the sender.

In that event, all finished or unfinished documents and other materials shall, at the option of CITY, become its property. If requested by CITY, CONTRACTOR shall perform such additional work as is necessary for the orderly filing of documents and closing of Project. The time spent on such additional work shall not exceed ten (10%) percent of the time expended on the Project prior to the effective date of termination. CONTRACTOR shall be compensated for work on the Project, plus work required for filing and closing as described in this Article, either of which is performed up to the effective date of termination; provided, however, that CITY shall not be required to pay for work that is not done in substantial compliance with requirements of this contract and CONTRACTOR shall be liable to CITY for any damages resulting from CONTRACTOR'S breach of its obligations under this contract.

Article 11. Default

If CONTRACTOR fails to begin the work under the contract within the time specified, or fails to perform the work with sufficient workmen or equipment or with sufficient materials to insure the prompt completion of the work, or shall neglect or refuse to remove and replace materials or work that have been rejected as defective or unsuitable, or shall discontinue the prosecution of the work or if CONTRACTOR shall become insolvent or declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against CONTRACTOR unsatisfied for a period of forty-eight hours, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever, shall not carry on the work in an acceptable manner, CITY shall give notice in writing to CONTRACTOR and CONTRACTOR'S surety of such delay, neglect or default, and if

CONTRACTOR, within a period of ten days after such notice shall not proceed in accordance therewith, then CITY in addition to the rights and remedies to which CITY may be entitled by law for the enforcement of its rights hereunder or upon breach of covenant shall have full power and authority, without violating this contract, to take the prosecution of the work out of the hands of CONTRACTOR, to appropriate or use any or all of the materials and equipment on the ground that may be suitable and acceptable and may award a contract for the completion of this contract according to the terms and provisions hereof, or use such methods as in its opinion shall be required for the completion of this contract, in an acceptable manner. All costs and charges incurred by CITY together with the costs of completing the work under the contract, shall be deducted from any money due or which shall become due said CONTRACTOR. In case the expense so incurred by CITY shall be less than the sum which would have been payable under the contract, if it had been completed by CONTRACTOR hereunder, then CONTRACTOR shall be entitled to receive the difference less any damages for delay to which CITY may be entitled, and in case such expense shall exceed the sum which would have been payable under the contract, CONTRACTOR and the surety shall be liable and agree to and shall pay CITY the amount of said excess with damages for delay of performance, if any. CONTRACTOR shall not make any disposition of the plant, machinery, tools, appliances, supplies or materials used on or in connection with the work, whether by sale, covenants, or encumbrance, inconsistent with the provisions of this contract.

The contract may be canceled at the election of CITY for any failure or refusal on the part of CONTRACTOR to faithfully perform this contract according to its terms and conditions.

Article 12. Non-Appropriation

Notwithstanding the termination provisions and the Default section above, termination may occur for non-appropriation. Specifically, all CITY obligations to spend money under this contract are contingent upon future appropriations as part of the CITY budget process and local budget law, and the failure of the Council and Budget Committee to make the appropriation shall necessarily result in termination of this contract. As such, in the event insufficient funds are appropriated for the payments under this contract, then the CITY may terminate this contract at the end of its current fiscal year, with no further liability or penalty to the CITY. The CITY shall deliver written notice to CONTRACTOR of such termination no later than thirty (30) days from the determination by the CITY of the event of non-appropriation.

Article 13. Indemnity

CONTRACTOR hereby agrees to defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all liability, including but not limited to claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions including, but not limited to, attorneys' fees for trial and on appeal, and for the preparation of same arising out of the CONTRACTOR's, its officers', agents', and employees' acts or omissions while performing services or actions associated with this Agreement. Provided, however, that death or bodily injury to persons or damage to property caused solely by the negligence of CITY.

Article 14. Insurance

CONTRACTOR shall obtain at its own expense and maintain continuously in effect during the term of this Agreement the following minimum insurance:

- (1) Commercial General Liability Insurance on an "occurrence" policy form covering Bodily Injury and Property Damage, Products/Completed Operations, Personal & Advertising Injury, and blanket Contractual Liability. Such insurance shall be primary and non-contributory, and provide limits of at least \$1,000,000 per Occurrence and a General Aggregate of at least \$2,000,000. "*The City of Medford and its officers, employees and agents while acting within the scope of their duties as such*" shall be named an Additional Insured by endorsement.
- (2) Commercial Automobile Liability Insurance for Bodily Injury and Property Damage covering owned, non-owned, rented, and hired autos. Such insurance shall provide a combined single limit per accident of at least \$1,000,000.
- (3) Workers Compensation Insurance meeting statutory requirements of Oregon Workers Compensation Law must be provided by CONTRACTOR (and any sub-contractor CONTRACTOR may use) for any subject workers, as well as Employers Liability Insurance with limit of at least \$500,000.

If CONTRACTOR is statutorily exempt from the requirement to provide Workers Compensation Insurance, CONTRACTOR shall complete, sign, and submit the City's form for *Declaration of Exemption from Oregon Statutory Workers Compensation* in lieu of Workers Compensations Insurance.

- (4) Professional Liability Insurance (also known as "Errors and Omissions" or "malpractice liability" insurance for professionally trained, licensed, or certified service providers) with a limit of at least \$2,000,000. Such coverage may be on a "claims made" policy form. Should the Professional Liability Insurance policy be terminated for any reason, satisfactory "tail" coverage of an extended claims reporting period of at least two (2) years shall be required and provided at the sole expense of CONTRACTOR.

CONTRACTOR shall submit to CITY certificates of insurance for all policies listed above at time of this Agreement, and at each subsequent insurance renewal for the life of this Agreement. Certificate must include Additional Insured Endorsement for General Liability Insurance. Certificates of insurance for current coverage or activated tail coverage for Professional Liability Insurance, because it is a claims-made coverage, shall continue to be submitted to CITY for two (2) years following the effective term of this Agreement. Certificate Holder (and additional insured for General Liability) shall be shown as: City of Medford, 411 West 8th Street, Medford, OR 97501.

IN WITNESS WHEREOF, CITY and CONTRACTOR have caused this contract to be executed for and on their behalf by their duly authorized officer(s) on the day and year first above written.

ATTEST: Winnie Shepard
Deputy City Recorder

CITY OF MEDFORD

By [Signature]
John W. Hoke
City Manager Pro Tem

Signed by the Contractor
in my presence as:
WITNESS:

LIVING OPPORTUNITIES, INC.

By [Signature] for EMILIE Wyble
Title PRES/CEO

Living Opportunities Task List Per Asset Area



Parks and Recreation

Area	Ground Litter	Blow Hardscape/ Paths	Weed Beds	'String Trim Area	Mow Lawns	Edge Lawns	Cut Blackberries	Rake & Remove Leaves
Biddle Bike Path	X	X	X	X	X	X	X	X
Larson Creek Path	X	X	X	X	X	X	X	X
Lazy Creek Path	X	X	X	X	X	X	X	X
East Main Green	X	X	X	X	X	X	X	X
Glen Oak Islands	X	X	X	X	X	X	X	X
Earhart Park	X	X	X	X	X	X	X	X
Court St. Green	X	X	X	X	X	X	X	X
Ivy St. Green	X	X	X	X	X	X	X	X
Almond St. Green	X	X	X	X	X	X	X	X
Cottage St. Green	X	X	X	X	X	X	X	X
McAndrews & Court St.	X	X	X	X			X	X
S. Keene Way Island	X	X	X	X			X	X
White Oak Circle	X	X	X	X			X	X
W. Main/Columbus St.	X	X	X	X			X	X
Jefferson School Path	X	X	X	X			X	X
Orchard Hill Path	X	X	X	X			X	X
West Main green	X	X	X	X		X	X	X

MEDFORD PARKS AND RECREATION

Explanation of Living Opportunities' Tasks

1. **Ground Litter:** Patrol area, pick up all ground litter, bag and remove from site. Bags of litter may be taken to the Little League dumpster for disposal. Any trash, litter or items too big to handle, please notify Medford Park Maintenance at **541-774-2400**. Task should be completed on each scheduled site visit.
2. **Blow Hardscape/Paths:** Blow off all hardscape paths and sidewalks using backpack blowers or hand held blowers. Do not blow any debris or landscape material onto public or private streets or drives. Blow debris into piles and remove from site. Grasses, leaves and limbs should be taken to the Little League biomass pile for disposal. Task should be completed on each scheduled site visit.
3. **Weed Beds:** Weed is defined as any undesired plant. Weed by hand each planter bed. Weed threshold should be no more than 15% of total plants/groundcover in the planter bed. All pulled weeds should be bagged and taken to the Little League dumpster for disposal. This is an "as needed" task. If there is a large quantity of weeds, please contact Medford Park Maintenance at **541-774-2400** for consideration of herbicide application.
4. **String Trimming:** String trim rough lawn and rough planter bed areas, using gas powered string trimmers. Bag grass and plant litter, take bagged litter to the Little League dumpster for disposal. This task should be completed on each scheduled site visit.
5. **Mow Lawns:** Mow lawns at 3 inches. Grass clippings should be removed from site and taken to the Little League biomass pile for disposal or mulched into lawn with mulching lawn mowers. This task should be completed once a week at sites with lawns during the growing season.
6. **Edge Lawns:** Edge around all hardscape, paths, tree rings and planter beds using gas powered hard blade edger, string trimmers or manual edger. Bag and remove all clippings. Take bags to the Little League dumpster for disposal. This task should be completed after each mowing.
7. **Cut Blackberries:** Blackberries should be cut and removed with an emphasis on tree rings and planter beds (when time permits). All blackberry debris should be taken to the Little League biomass pile for disposal. This task should be completed at all sites.
8. **Rake and Remove Leaves:** Rake and remove leaves at all sites during each scheduled visit. Take leaves to the Little League biomass pile for disposal.
9. **Monitor Irrigation:** Please report any broken irrigation or excessive wet or dry spots at any site during all site visits. Please call Medford Park Maintenance at **541-774-2400** with these reports.

EXHIBIT B
OREGON STATUTORY PUBLIC CONTRACT PROVISIONS

**THE FOLLOWING PROVISIONS PERTAIN TO
PUBLIC PROCUREMENTS
(OTHER THAN PUBLIC IMPROVEMENTS)**

ORS 279B.220

CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING

CONTRACTOR shall:

- (1) Make payment promptly, as due, to all persons supplying to CONTRACTOR labor or material for the performance of the work provided for in this contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or SUBCONTRACTOR incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against CITY on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

ORS 279B.225

CONDITION CONCERNING SALVAGING, RECYCLING, COMPOSTING OR MULCHING YARD WASTE MATERIAL

CONTRACTOR shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

ORS 279B.230

CONDITION CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION

- (1) CONTRACTOR shall promptly as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for the services and all monies and sums which 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.
- (2) All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

ORS 279B.235

CONDITION CONCERNING HOURS OF LABOR

- (1) A 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, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
 - (a)(A) 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
 - (B) 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
- (b) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
- (2) Employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- (3) In the case of contracts for personal services as described in ORS 279A.055, the employee shall be paid at least time and a half for all overtime work in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- (4) Does not apply.
- (5)(a) Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
 - (b) Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

THE FOLLOWING PROVISIONS PERTAIN TO PUBLIC IMPROVEMENTS:

ORS 279C.505

CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING AND DRUG TESTING

- (1) CONTRACTOR shall:
 - (a) Make payment promptly, as due, to all persons supplying to CONTRACTOR labor or material for the performance of the work provided for in this contract.
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or SUBCONTRACTOR incurred in the performance of this contract.
 - (c) Not permit any lien or claim to be filed or prosecuted against CITY on account of any labor or material furnished.
 - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- (2) CONTRACTOR shall demonstrate that an employee drug-testing program is in place.

ORS 279C.510

DEMOLITION CONTRACTS TO REQUIRE MATERIAL SALVAGE; LAWN AND LANDSCAPE MAINTENANCE CONTRACTS TO REQUIRE COMPOSTING OR MULCHING

- (1) If a contract for demolition, CONTRACTOR shall salvage or recycle construction and demolition debris, if feasible and cost effective.
- (2) If a contract for lawn and landscape maintenance, CONTRACTOR shall compost or mulch yard waste material at an approved site, if feasible and cost effective.

ORS 279C.515

CONDITIONS CONCERNING PAYMENT OF CLAIMS BY PUBLIC OFFICERS, PAYMENT TO PERSONS FURNISHING LABOR OR MATERIALS AND COMPLAINTS

- (1) If CONTRACTOR fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to CONTRACTOR or a SUBCONTRACTOR in connection with the public improvement contract as such claim becomes due, the proper officer that represents CITY may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of such contract.
- (2) If the CONTRACTOR or a first-tier SUBCONTRACTOR fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the CONTRACTOR or first-tier SUBCONTRACTOR owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

- (3) If CONTRACTOR or a SUBCONTRACTOR fails, neglects or refuses pay to 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.
- (4) Paying a claim in the manner authorized in this section shall not relieve CONTRACTOR or CONTRACTOR's surety from obligation with respect to any unpaid claims.

ORS 279C.520

CONDITION CONCERNING HOURS OF LABOR

- (1)(a) No person shall 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 where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services defined in ORS 279C.100, the employee shall be paid at least time and a half pay:
 - (A) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - (B) 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
 - (b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
- (2) CONTRACTOR shall give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- (3) Persons employed under contracts for personal services as described in ORS 279C.100 shall be paid at least time and a half for all overtime work in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- (4) Does not apply.
- (5)(a) Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in any one week, whichever is greater.
 - (b) CONTRACTOR shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

ORS 279C.530

CONDITION CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION

- (1) 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 CONTRACTOR, of all sums which CONTRACTOR agrees to pay for such services and all moneys and sums which CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (2) All subject employers working under this contract are either employers that will comply with ORS 656.017 or are employers that are exempt under ORS 656.126.

ORS 279C.580

CONTRACTOR'S RELATIONS WITH SUBCONTRACTORS

- (1) The CONTRACTOR is required to provide a first-tier SUBCONTRACTOR with a standard form that the first-tier SUBCONTRACTOR may use as an application for payment or as another method by which the SUBCONTRACTOR may claim a payment due from the contractor.
- (2) The CONTRACTOR, except as other provided in this paragraph, is required to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. A CONTRACTOR may change the form or the regular administrative procedures the CONTRACTOR uses for processing payments if the CONTRACTOR:
 - (a) Notifies the SUBCONTRACTOR in writing at least 45 days before the date on which the CONTRACTOR makes the change; and
 - (b) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedures.

ORS 279C.825

FEES, RULES

At the time of execution of a contract subject to ORS 279C.800 to 279C.870, the CITY shall pay to the Commissioner of the Bureau of Labor and Industries a fee of 0.1 percent of the contract price. However, in no event may a fee be less than \$250 or more than \$7,500. The fee shall be payable to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at the following address: Bureau of Labor and Industries, Wage and Hour Division, Prevailing Wage Unit, 800 N.E. Oregon Street, #32, Portland, OR 97232.

ORS 279C.830

PROVISIONS CONCERNING PREVAILING RATE OF WAGE IN SPECIFICATIONS, CONTRACTS AND SUBCONTRACTS; APPLICABILITY OF PREVAILING WAGE; FEE; BOND

- (1) If the contract is a "Public Works" and the contract price exceeds \$50,000:

- (1)(a) Except as provided in paragraph (e) of this subsection, contracts for public works shall state the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq) that must be paid to workers in each trade or occupation that the CONTRACTOR or SUBCONTRACTOR or other person who is a party to the contract uses in performing all or part of the contract.

State rates may be found at www.oregon.gov/boli/WHD/PWR/Pages/index.aspx.

Federal rates may be obtained at www.wdol.gov/.

(b) When state and federal prevailing rates of wage are contained in the specifications, the CONTRACTOR is required to pay the higher of the applicable state or federal prevailing rate of wage to all workers on the public works.

(c) Workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C840.

(d) If a public works project is subject both to ORS 279C.800 to 279C.870 and to the Davis-Bacon Act, workers on the public works must be paid not less than the higher of the applicable state or federal prevailing rate of wage.

(e) A public works project described in ORS 279C.800(6)(a)(B) or (C) is subject to the existing state prevailing rate of wage or, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act that is in effect at the time CITY enters into an agreement with CONTRACTOR for the project. After that time, the specifications for a contract for the public works must include the applicable prevailing rate of wage.

- (2) CONTRACTOR and every SUBCONTRACTOR must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9).
- (3) In the event the initial contract is less than \$50,000, and through the course of the project the total contract amount is extended above \$50,000, CONTRACTOR is responsible for paying and certifying payment of prevailing wages. CONTRACTOR is required to file amended wage statements if prevailing wages were not originally paid.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bliss Sequoia Insurance P.O. Box 826 Salem OR 97308		CONTACT NAME: Wauneta Ohnmacht PHONE (A/C, No. Ext): _____ FAX (A/C, No.): _____ E-MAIL ADDRESS: wauneta@blissinsurance.com	
INSURED Living Opportunities, Inc. PO Box 1105 Medford OR 97501-0081		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: (15-16)

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PEPK1337110	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PEPK1337110	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB499767	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY		PEPK1337110	6/1/2015	6/1/2016	1,000,000 PER

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Medford, it's officers, agents & employees are named as Additional Insureds as respects work performed on their behalf by the named insured per PI-GLD-HS10/11.



CERTIFICATE HOLDER		CANCELLATION	
jana.forsyth@cityofmedford City of Medford Public Works 821 N Columbus Ave Medford, OR 97501		By _____ SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Lance Barnwell/NETA	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 68 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments -- Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments -- Bail Bonds	\$5,000	5
Supplementary Payment -- Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement -- Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured -- Newly Acquired Time Period	Amended-	6
Additional Insured -- Medical Directors and Administrators	Included	7
Additional Insured -- Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured -- Broadened Named Insured	Included	7
Additional Insured -- Funding Source	Included	7
Additional Insured -- Home Care Providers	Included	7
Additional Insured -- Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured -- Lessor of Leased Equipment	Included	7
Additional Insured -- Grantor of Permits	Included	8
Additional Insured -- Vendor	Included	8
Additional Insured -- Franchisor	Included	9
Additional Insured -- When Required by Contract	Included	9
Additional Insured -- Owners, Lessees, or Contractors	Included	9
Additional Insured -- State or Political Subdivisions	Included	10

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following; when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
- b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private-home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:
- This insurance does not apply to:
- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings; canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;**
- (b) The construction, erection, or removal of elevators; or**
- (c) The ownership, maintenance, or use of any elevators covered by this insurance.**

i. Vendors – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;**
- (b) Any express warranty unauthorized by you;**
- (c) Any physical or chemical change in the product made intentionally by the vendor;**
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;**
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;**
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;**

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- J. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. **State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Oregon Workers' Compensation Certificate of Insurance



RECEIVED
OCT 1 2014
HUMAN RESOURCES

Certificate holder:

CITY OF MEDFORD
PARKS AND RECREATION ATTN: ANNE GORDON
411 W. 8TH STREET
MEDFORD, OR 97501

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

Insured

Living Opportunities Incorporated
PO Box 1105
Medford, Or 97501-0081

Producer/contact

SAIF Corporation
Sheri L Klug
541.338.6705 shekli@saif.com

Issued 09/25/2014

Policy 441859

Period 10/01/2014 to 10/01/2015

Limits of liability

Bodily Injury by Accident \$500,000 each accident
Bodily Injury by Disease \$500,000 each employee
Body Injury by Disease \$500,000 policy limit

Description of operations/locations/special items

Important

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED TO THE POLICYHOLDER AND CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS AND OREGON LAW. SAIF WILL ENDEAVOR TO PROVIDE WRITTEN NOTICE WITHIN 30 DAYS WHENEVER POSSIBLE.

Authorized representative

John D. Gilkey
Interim President and CEO

400 High Street SE
Salem, OR 97312
P: 800.285.8525
F: 503.584.9812