

ADVANCE PAY
Oregon Department of Fish and Wildlife
Oregon Conservation and Recreation Fund (OCRF)
Grant Agreement
<Project Title>

Project Number: OCRF XXXX-XX
Project Title: XXXXXXXXXXXXXXX
Cost Code/Grant: XXXXX XXXXXX-XX
Grant Amount: \$XXXX
Expiration Date: MM/DD/YYYY

Authorization. The Oregon Department of Fish and Wildlife enters into this Grant Agreement (Agreement) under the authority of Section 3, Chapter 272, Oregon Laws 2019, Sections 1 and 2 (located in Note Sections 1 and 2 of ORS 496.273), which established the Oregon Conservation and Recreation Fund. This serves as the agreement between the State of Oregon (State), acting by and through its Oregon Department of Fish and Wildlife (Department), and <Grantee>, (Grantee), in consideration of the mutual covenants contained herein.

Purpose The purpose of this Agreement is to prepay the Grantee for (describe the project) (the Project). The Project is more fully described in Exhibit A (Statement of Work). The Project is estimated to cost \$XXXXXX (\$XXXXX Department).

Effective Date and Duration. The effective date of this Agreement is the date of the last signature hereto, and unless terminated or extended, expires when the Department accepts the Grantee's completed work or on mm/dd/yyyy, whichever date occurs first.

The Department shall not pay the Grantee for any work performed before the effective date or after the expiration date of this Agreement.

Oregon Prevailing Wage Rate Law. Grantee may be required to comply with Oregon's prevailing wage rate law. ORS 279C.800- 279C.870. This law requires that entities using public funds for public works must pay not less than the prevailing rate of wage for an hour's work, including fringe benefits, in the same trade in the locality where the work is performed. Contracts not exceeding \$50,000 are exempt from prevailing wage rate laws and nonprofit organizations are exempt for work other than construction. Public works is defined as including "roads, highways, buildings, structures and improvements of all types, the construction, reconstruction, major renovation, or painting of which is carried on or contracted for by any public agency to serve the public interest . . ." ORS 279C.800(6)(a). Construction is defined as "the initial construction of buildings and other structures, or additions thereto, and of highways and roads." OAR 839-025-0004(6) Failure to comply with prevailing wage rate laws could result in Grantee being liable to the workers affected in the amount of their unpaid minimum wages, including all fringe benefits, and in an additional amount equal to unpaid wages as liquidated damages.

Agreement Documents. This Agreement consists of the following documents: this Agreement less all exhibits, **Exhibit A** (Statement of Work), **Exhibit B** (Project Budget Sheet), **Exhibit C** (Grantee's Approved Grant Application to the Department), and **Exhibit D** (Grantee's Request for Release of Funds) and **Exhibit E** (Insurance Requirements). **Exhibits A through E** are attached hereto and incorporated by this reference. In the event that Exhibit C conflicts with any other document(s) of this Agreement, the other document(s) shall control.

I. DEPARTMENT ACTIONS

A. Provide Funds. The Department shall make advanced payment(s) to the Grantee. The total sum will not exceed \$XXXXX, to advance the Grantee for the costs of the Project.

B. Payment Procedure. The Department shall pay the Grantee under this Agreement as follows:

1. The Department may make incremental/or a one-time payment(s) to the Grantee based upon the percent the project is complete and, the Grantee's submission of Exhibit D (Grantee's Request for Release of Funds), pursuant to Section II.I. of this Agreement. The Department may also make an advance payment of 100 % of the grant total pursuant to Section II.I of this Agreement.
2. The Department shall pay the Grantee within forty-five (45) days of the Grantee's submission of Exhibit D (Grantee's Request for Release of Funds). If the Department has questions about or concerns with the submission, the Department's Coordinator shall contact the Grantee.

Notwithstanding any other term of this Agreement, the Department may not pay the Grantee for a submission until the Department's Coordinator has reviewed and approved that submission.

3. **The Department may not pay the Grantee for submissions delivered to the Department more than forty-five (45) days after the expiration of this Agreement.**

II. GRANTEE ACTIONS

- A. Administration of Costs.** The Grantee shall be responsible for proper administration of all costs associated with the Project throughout the term of this Agreement.
- B. Management and Construction.** The Grantee shall be responsible for the management and construction of the Project and related facilities throughout the term of this Agreement.
- The Grantee shall ensure that heavy land moving and construction equipment (e.g., cranes, backhoes, skid lifts) and bladed power tools (e.g., chippers, chain saws) will not be operated within 100 yards while minors (youth under 18) are present. Minors shall not operate heavy equipment or bladed power tools.
- C. Oversight.** The Grantee shall oversee the Project with due diligence.
- D. Complete Tasks.** The Grantee shall complete the tasks described in Exhibit A (Statement of Work).
- E. Contribute.** The Grantee shall contribute **all Project costs that exceed the amount of the Department's advance payment as specified under Section I.A. of this Agreement**
- F. Use of Funds.** The Grantee agrees that the money provided by the Department under this Agreement may be used only for the purposes specified in Exhibit A (Statement of Work) unless the parties amend Exhibit A (Statement of Work) pursuant to Section III.O. of this Agreement.
- G. Funds Available and Authorized; Payments.** The Grantee understands and agrees that the Department's payment of amounts under this Agreement is contingent on the Department receiving funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient to allow the Department, in the exercise of its reasonable administrative discretion, to make payments under this Agreement.
- H. Accounting.** The Grantee shall apply Generally Accepted Accounting Procedures (GAAP) to provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. The Grantee shall establish or cause to be established controls which are adequate to ensure that all expenditures pre-paid by the Department under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- I. Requests for Advance Payment.**
1. The Grantee shall submit Exhibit D (Grantee's Request for Release of Funds), including a detailed list outlining how the funds will be spent and documentation to substantiate the anticipated expenses, to the Department's Project Coordinator identified in Section III.T. of this Agreement for each request for advance payment under this Agreement. At the end of the period of performance, the Grantee shall submit invoices or other documentation substantiating actual expenditures to the Department's Project Coordinator identified in Section III.T.
 2. The detailed list referenced in Section II.I.1. of this Agreement shall include a listing of expenditures in each of the categories listed in Exhibit B (Project Budget Sheet) and shall list the dates upon which expenditures are anticipated to occur.
 3. The Department's processing of non-itemized and/or incomplete submissions will be delayed until the Grantee supplies correct information to the Department.
 4. The Grantee shall look solely to the Department for payment under this Agreement. The Grantee shall not be paid by any agency or department of State other than the Department for work performed under this Agreement.
- J. Cost Overruns Due to Unauthorized Project Changes or Increased Costs.** If the Grantee changes the Project without first amending this Agreement pursuant to Section III.O., costs related to such changes shall be charged to the Grantee as cost overruns. Additionally, if the Grantee incurs costs that exceed the maximum amount the Department has agreed to pay in Section I.A. of this Agreement without first amending this Agreement pursuant to Section III.O., such costs shall be charged to the Grantee as cost overruns. Cost overruns shall be the sole obligation of the Grantee.
- Notwithstanding the foregoing, the Department may in its sole discretion provide advance payment or reimburse the Grantee for cost overruns. The Department may also deny requests for advance payment or reimbursement for cost overruns for any reason. **The Department strongly recommends that the Grantee contact the Department to discuss amending this Agreement to avoid cost overruns before they occur.**
- Retroactive review by the Department of any Project changes made by the Grantee prior to an amendment pursuant to Section III.O. of this Agreement shall be solely for the purpose of assuring that the integrity of the Project based on this Agreement is preserved; and to assure that the Project has not deviated to a purpose and use not intended by this Agreement. Review of Project changes prior to an amendment shall not require payment by the Department notwithstanding the fact that the changes may be associated with the Project.
- K. Notice of Changes.** The Grantee shall immediately notify the Department pursuant to Section III.T. of this Agreement when there is a proposed change order, cost modification or adjustment or any other proposed change to the Project that will change, modify, or materially affect the total estimated cost or other component of the Project as described in Exhibit A (Statement of Work).
- Notice of changes to the Project to other entities participating in the Project are not, and may not be construed as, notice to the Department notwithstanding the fact that those entities are State or Federal agencies.
- L. Access to Project Site.** The Grantee shall allow the Department and its designated representatives access to the Project site to monitor and evaluate the Project as the Department determines is necessary.

- M. Contractor Performance Bond.** If the Grantee selects a contractor, other than the Grantee, to perform construction of the Project, the Grantee shall require the contractor to obtain a performance bond in the amount of its construction contract from a surety company authorized to do business in Oregon.

III. GENERAL TERMS AND CONDITIONS.

A. Termination.

1. Termination for Convenience by the Grantee. The Grantee may terminate this Agreement at any time upon thirty (30) days prior written notice to the Department pursuant to Section III.T. of this Agreement; however, within thirty (30) days of such termination, the Grantee shall reimburse by check payable to the Department all payments to the Grantee by the Department under this Agreement.
2. Termination for Convenience by the Department. The Department may terminate this Agreement at any time upon thirty (30) days prior written notice to the Grantee pursuant to Section III.T. of this Agreement. Within thirty (30) days of such termination, the Department shall reimburse the Grantee for work performed or completed, under this Agreement, prior to the date of the notification of termination of this Agreement
3. Termination for Cause by the Grantee. The Grantee may terminate this Agreement at any time upon thirty (30) days prior written notice to the Department pursuant to Section III.T. of this Agreement if the Department commits any material breach or default of any covenant or obligation under this Agreement, and the Department fails to cure the material breach or default within twenty one (21) days of receipt of notice; however, within thirty (30) days of such termination, the Grantee shall reimburse by check payable to the Department all payments to the Grantee by the Department under this Agreement
4. Termination for Cause by the Department. The Department may terminate this Agreement at any time upon thirty (30) days prior written notice to the Grantee pursuant to Section III.T. of this Agreement if:
 - a. The Department does not receive funding at the levels necessary to complete the Project.
 - b. Any of the design, permitting, or construction of the Project is not pursued with due diligence.
 - c. Any fee title to or other interest in the construction site is not sufficient, legal, and valid.
 - d. The construction of the Project is not permissible under state, federal or local law.
 - e. The Grantee does not abide by the nondiscrimination and affirmative action provisions of this agreement.
 - f. The Grantee otherwise commits any material breach or default of any covenant, warranty, obligation, certification or agreement under this Agreement, fails to perform the Project under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Project as to endanger the Grantee performance under this Agreement in accordance with its terms, and the Grantee fails to cure the material breach or default within fourteen (14) days of receipt of notice.

Upon receiving a notice of termination under Section III.A.4. of this Agreement, the Grantee shall immediately cease all activities under this Agreement, unless the Department expressly directs otherwise in its notice of termination. Upon termination of the Agreement, and at the Department's request, the Grantee shall surrender to anyone the Department designates, all documents, objects or other tangible things in the Grantee's possession or contract that may be needed to complete the Project.

Within thirty (30) days of termination under Section III.A.4. of this Agreement, the Grantee shall reimburse by check payable to the Department all payments to the Grantee by the Department under this Agreement.

- B. Force Majeure.** Neither the Department nor the Grantee shall be responsible for any breach 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 breaching party's reasonable control. The Grantee shall, however, make all reasonable efforts to remove or eliminate the cause of the Grantee's delay or breach and shall, upon the cessation of the cause, continue performing under this Agreement.
- C. No Third Party Beneficiaries.** The Department and the Grantee 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 may be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- D. Records Maintenance; Access.** The Grantee shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the Grantee shall maintain any other records pertinent to this Agreement so as to clearly document the Grantee's performance. The Grantee acknowledges and agrees that the Department and the Oregon Secretary of State's Office and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the Grantee that are pertinent to this Agreement, to perform examinations and audits, and make excerpts and transcripts. The Grantee shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of six (6) years or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- E. Disallowed Costs.** The Grantee agrees that any payment or payments made under this Agreement shall be subject to reduction for amounts that are found on the basis of any audit examination not to constitute allowable costs. The Grantee shall refund by check payable to the Department the amount of such reduction under the completed, amended or terminated Agreement.
- F. Overpayment.** In the event that the amounts of the Department's payments to the Grantee exceed the reimbursable expenses presented by the Grantee to the Department, the Grantee agrees to refund the excess payments by check payable to the Department within thirty (30) days.
- G. Dual Payment.** The Grantee shall not be compensated for or receive any other form of dual payment for work performed under this Agreement from any agency of the State or the United States of America or any other party.
- H. Attorney Fees.** Except for defense costs and expenses pursuant to Section III.M. of this Agreement, no party is entitled to recover attorney fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Agreement.
- I. Governing Law; Venue; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of State without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, Claim) between the Department (and/or any other agency or department of State) and the Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon, and the Grantee hereby consents to the in personam jurisdiction of such courts, waives any objection to venue in such courts, and waives any claim that such forum is an inconvenient forum; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this provision or any other provision of this Agreement be construed as a waiver by State of any form of defense or immunity, whether it is 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.
- J. Compliance with Workers' Compensation.** The Grantee shall require that all employers, including the contractor (the Grantee, or if other than the Grantee), that employ subject workers who work under this Agreement in State shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless the employers are exempt under ORS 656.126(2). The Grantee and the contractor (if other than the Grantee) shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with, these requirements.
- K. Compliance with Applicable Law/Nondiscrimination/Model Assurance Statement.**
1. The Grantee shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to this Agreement or to the Grantee's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.
 2. Without limiting the generality of the foregoing, the Grantee expressly agrees to comply with: (i) Executive Order 11246, Equal Employment Opportunity; (ii) Drug Free Workplace Act of 1988, P.L. 110-690; (iii) Title VI of Civil Rights Act of 1965; (iv) Section V of the Rehabilitation Act of 1973; (v) the Americans of Disabilities Act of 1990 and ORS 659.425; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
 3. The Department's performance under this Agreement is conditioned upon the Grantee's compliance with the obligations required for public contracts under ORS 279B.220, 279B.225, 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated by reference herein. The Grantee shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as recycled product is defined in ORS 279A.010(1)(ii)).
 4. The Grantee offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the Grantee on the basis of race, color, national origin, age, sex (in education activities) or disability.
- L. Sub-contracts Compliance with Applicable Law.** Any underlying sub-contracts to perform work consistent with this Agreement shall be awarded by the Grantee based on a competitive Public Contracting (Procurement) process, consistent with the Oregon statutory and regulatory requirements applicable to the Public Contracting Oregon Revised Statutes, ORS 279A, 279B and 279C, or such other process that encourages competition, openness and impartiality and is approved by the Department.
- M. Indemnification.** THE GRANTEE AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY STATE AND ITS DEPARTMENTS, AGENCIES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE RESULTING FROM, ARISING OUT OF OR RELATING TO THE ACTS OR OMISSIONS OF THE GRANTEE, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES UNDER THIS AGREEMENT.
- N. State Tort Claims Act.** The parties agree that the Grantee is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.
- O. Amendments; Waiver.** This Agreement may be amended to the extent permitted by applicable statutes and administrative rules. No waiver, consent, or amendment of terms of this Agreement shall bind either party unless in writing and signed by the Department and the Grantee, and all necessary approvals have been obtained. The Grantee shall execute a Certificate of Compliance regarding

tax certification each time this Agreement is renewed or extended by the parties, as per Section III.W. of this Agreement. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

- P. Representations and Warranties.** The Grantee hereby represents and warrants that:
 1. The Project shall be performed in a timely manner by qualified personnel in accordance with applicable professional standards.
 2. The Grantee 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 the Grantee that is enforceable in accordance with its terms.
- Q. Binding Agreement.** The provisions of this Agreement shall be binding upon and shall inure to the benefits of the Department and the Grantee and the respective successors and assigns.
- R. Severability.** The Department and the Grantee agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, 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 of provision held to be illegal or invalid.
- S. Integration.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties on the subject matter thereof and merges all prior and contemporaneous communications with respect to such subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
- T. Notice.** Notices under this Agreement shall be given in writing by personal delivery, express courier, facsimile, or United States Postal Service, postage prepaid, to the Grantee or the Department at their respective address or number set forth below, or to such other addresses or numbers as each party may designate for itself in writing. Any notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice delivered by facsimile shall be deemed to be given on the day the transmitting machine generates a receipt of a successful transmission of the notice, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours. Any notice given by personal delivery or express courier shall be deemed to be given immediately upon such delivery, provided such delivery is made to the person indicated below:

Department:	<p>Oregon Department of Fish and Wildlife Charlotte Regula-Whitefield, Oregon Conservation and Recreation Fund Coordinator Oregon Conservation & Recreation Fund 4034 Fairview Industrial Drive SE Salem, OR 97302 Phone: (541) 961-8421 Email: Charlotte.M.Regulawhitefield@odfw.oregon.gov</p>
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Grantee:	<p>Project Applicant: XXXXXXXXXXXXXXXXXXXXXXXX Business Name: XXXXXXXXX Address: XXXXXXXXX Work Phone: XXXXXXXXX Email: XXXXXXXXXX</p>
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- U. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- V. Survival.** In addition to all provisions which by their nature extend beyond termination or full performance, the following provisions shall remain in effect beyond any termination or full performance: Sections I.B., II.I., III.C. through III.I., III.M., III.N., III.P. and III.Q.
- W. Tax Certification.** The individual signing this Agreement for the Grantee swears or affirms, under penalty of perjury, that he or she is authorized to act on behalf of the Grantee, has authority and knowledge regarding the payment of taxes, and that the Grantee is, to the best of his or her knowledge, not in violation of any Oregon tax laws. For purposes of this certification, 'Oregon tax laws' means those programs listed in ORS 305.380(4). The Grantee shall execute this certification each time this Agreement is renewed or extended by the parties.
- X. Insurance.** Grantee shall obtain and maintain insurance in the types and amounts as set forth in Exhibit E. Grantee shall furnish to the Department a Certificate of Insurance for the coverage and limits set forth in Exhibit E, which is to be in force and applicable to the Project throughout the period of performance under this Agreement. If any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee must ensure the liability and risks related to the project are insured to the extent that similar insurance customarily carried by entities constructing, operating and maintaining similar work is required.

STATE OF OREGON:
Acting By and Through the Oregon
Department of Fish and Wildlife

GRANTEE:
(Insert Organization name here)

By: _____
Shannon Hurn
Deputy Director for Administration

Date: _____

Address:
Attention – Procurement Section
4034 Fairview Industrial Dr SE
Salem, OR 97302

By: _____
Title: _____

Date: _____

Address:

Federal Employer Identification #

EXHIBIT A Statement of Work

Project Objective:

[Note: Change any references to the grantee organization or instances of the word “we” to “the Grantee.”]

Scope and Description of Work:

[Note: Complete this section.]

Timeline and Period of Performance:

Project Start Date: Date of Last Signature

Project End Date: mm/dd/yyyy

Grantee Responsibilities:

1. <list Grantee responsibilities>
2. Be responsible for submitting a brief (less than 2 pages) project completion summary and invoices or other documentation substantiating actual expenditures at the end of the period of performance to the Department’s Project Coordinator identified in Section III.T.
3. Recognize the Oregon Conservation & Recreation Fund and the Department of Fish and Wildlife in communication materials associated with the project.

ODFW Responsibilities:

ODFW will prepay the Grantee for costs incurred under the terms of this agreement.

Project Payment/Billing Schedule:

1. The Department may make incremental/or a one-time payment(s) to the Grantee based upon the percent the project is complete and, the Grantee’s submission of Exhibit D (Grantee’s Request for Release of Funds), pursuant to Section II.I. of this Agreement. The Department may also make an advance payment of 100 % of the grant total pursuant to Section II.I of this Agreement.]
2. The Department shall pay the Grantee within forty-five (45) days of the Grantee’s submission of Exhibit D (Grantee’s Request for Release of Funds). If the Department has questions about or concerns with the submission, the Department’s Coordinator shall contact the Grantee. Notwithstanding any other term of this Agreement, the Department may not pay the Grantee for a submission until the Department’s Coordinator has reviewed and approved that submission.
3. The Department may not pay the Grantee for submissions delivered to the Department more than forty-five (45) days after the expiration of this Agreement.

EXHIBIT C
Grantee's Approved Grant Application to the Department

The Grantee's Approved Grant Application is hereby incorporated by reference into this Agreement.

**EXHIBIT D
Grantee's Request for Release of Funds**

Oregon Department of Fish and Wildlife
Oregon Conservation and Recreation Fund
4034 Fairview Industrial Drive SE
Salem, OR. 97302-1142

Grantee: Insert Grantee info
Address: Insert address where to send check
Phone: _____

Project Number: _____
Tax ID: Insert ID

In accordance with terms of the Grant Agreement, I am requesting an advance payment of funds for the expenses indicated by the description below and documented by the attached documentation substantiating the anticipated expenses. (Expenses must be identified either as administration, contract services, equipment, personnel, supplies/materials/services, or travel expenditures.)

Budget Item or Payee	Description	Amount Requesting

Total of Request _____

(USE with incremental payments) *Please Note: Ten percent (10%) of the total funds granted will be withheld until the Project Completion Report and required supporting documentation is submitted.*

I declare that expenses for this project are true, correct, and complete to the best of my knowledge.

Signature of Grantee Authorized Representative

Date: _____

Printed Name of Authorized Representative

Oregon Conservation and Recreation Fund Coordinator

EXHIBIT E Insurance Requirements

<Delete any insurance types that are not required. Move any "additional coverages that may apply" required insurance types above the "Excess/Umbrella Insurance" section.>

Grantee shall obtain at Grantee's expense the insurance specified in this section 4 prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee 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 Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$_____ per occurrence. Annual aggregate limit shall not be less than \$_____.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$_____ for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required **Not required**

Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Grantee and Grantee's subcontractors, agents, officers or employees in an amount not less than \$_____ per claim. Annual aggregate limit shall not be less than \$_____. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee shall provide continuous claims made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

Required **Not required**

Grantee shall provide network security and privacy liability insurance for the duration of the contract and for the period of time in which Grantee (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$_____ per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

POLLUTION LIABILITY:

Required **Not required**

Pollution Liability Insurance covering Grantee's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Grantee, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required.

Combined single limit per occurrence shall not be less than \$_____. Annual aggregate limit shall not be less than \$_____.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Grantee's or subcontractor' liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Grantee that arise from the Goods delivered or Services (including transportation risk) performed by Grantee under this Contract is also acceptable.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required Not required

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Grantee is responsible including but not limited to Grantee and Grantee's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee, and the Grantee's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$_____ per occurrence. Any annual aggregate limit shall not be less than \$_____. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

(DRONE) / UNMANNED AIRCRAFT SYSTEMS / UNMANNED AERIAL VEHICLE LIABILITY:

Required Not required

Drone Liability Insurance covering bodily injury, property damage, and personal and advertising injury caused by owned and non-owned drones including the drone's payload and/or dispensable loads in a form and with coverage that are satisfactory to the State. This insurance shall include premises liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, operation or territory of operation. Coverage shall be written on an occurrence basis in a combined single limit amount of not less than \$_____ per occurrence.

AIRCRAFT LIABILITY

Required Not required

Aircraft Liability Insurance with a combined single limit for bodily injury and property damage liability including passengers (if carrying passengers other than crew members) of not less than \$_____ per occurrence/aggregate.

AIR CARGO LIABILITY INSURANCE

Required Not required

Air cargo insurance covering loss of cargo in transit during the performance of this contract. Combined single limit per occurrence shall not be less than \$_____ per occurrence.

AIRCRAFT AERIAL APPLICATION LIABILITY

Required Not required

Aircraft Aerial Application Liability Insurance covering claims arising from spraying operations. Coverage shall not be less than \$_____ combined single limit (alternate language if combined single limit cannot be provided: \$_____ per person and \$_____ per occurrence for bodily injury and \$_____ for property damage). This insurance requirement can also be met with an endorsement to the Aircraft Liability coverage.

MOTOR CARRIER CARGO LIABILITY

Required Not required

Motor Truck Cargo Liability Insurance covering loss to cargo in transit during the performance of this contract. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$_____.

GARAGE LIABILITY

Required Not required

Garage Liability Coverage for Garage Operations. Coverage shall include Garage Keepers legal liability for autos left for service or repair and shall not be less than \$_____ combined single limit.

GARAGE KEEPERS LEGAL LIABILITY

Required Not required

Garage Keepers' Legal Liability Coverage for autos left for service, repair, storage or safekeeping, with a combined single limit of not less than \$_____ per location.

BAILEE'S COVERAGE

Required Not required

Bailee's Customers Property Insurance covering any and all State property left in the care, custody, or control of the Grantee. Coverage shall include valuable papers, including but not limited to microfilm. Coverage shall be written on an occurrence basis. Combined single limit per occurrence shall not be less than \$ _____ for each site or location.

MARINE PROTECTION LIABILITY

Required Not required

Marine Protection and Indemnity Coverage. Combined single limit per occurrence shall not be less than \$ _____.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Grantee shall waive rights of subrogation which Grantee or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Grantee's completion and Agency's acceptance of all Services required under the Contract, or
- (ii) Agency or Grantee termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Grantee shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

Grantee agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Section 4.

