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DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

July 11, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Federal Lands Access Program Project Memorandum of Agreement
with Western Federal Lands Highway Division for the
Lolo Pass Road Stabilization and Surface Preservation Project

Purpose/Outcomes	The purpose of the agreement is to approve a Project Memorandum of Agreement for the Lolo Pass Road Stabilization and Surface Preservation Project.
Dollar Amount and Fiscal Impact	Overall Project Cost Estimate: \$4,052,403 Federal Lands Access Program (FLAP) funds: \$3,241,922 County minimum match (10.27%): up to \$371,052 County overmatch: up to \$439,429
Funding Source	FLAP Funds and County Road Funds.
Duration	Upon execution through summer of 2021
Previous Board Action	06/28/16: BCC Authorization to Apply for Federal Land Access Program Funding 02/15/18: BCC Authorization of the Federal Lands Access Program Match Agreement
Counsel Review	The agreement was reviewed by County Counsel on July 2, 2019
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build a strong infrastructure
Contact Person	Joel Howie, Civil Engineering Supervisor 503-742-4658

BACKGROUND:

Clackamas County submitted a grant application to Western Federal Lands Highway Division (WFLHD) to stabilize and improve Lolo Pass Road by extending a section of existing revetment constructed as a part of the Lolo Pass Road Emergency Repair Project. The revetment construction is intended to reduce the likelihood that the Sandy River will leave its banks during the next flood event at this location. Additionally, Lolo Pass Road will receive a two-inch asphalt overlay along the entire 3.99 miles of road between Highway 26 and the Mount Hood National Forest Boundary to the north. The grant application's total estimated cost was \$3,696,370 with a federal funding request of \$3,316,753. During the grant review process, WFLHD added a ten percent construction phase contingency raising the grant's overall project cost estimate to \$4,052,403.

WFLHD awarded the project \$3,241,922 in federal funds, requiring a minimum County Match of 10.27 percent or \$371,052. Up to an additional \$439,429 in County funds will be required to complete the project as envisioned in the grant application. WFLHD's grant award decision was based on providing 80 percent of the project's total estimated cost. Although the grant award is less than the application's request, the revetment adjacent to Lolo Pass road described in the grant application is in need of stabilization, the entire road limits are in need of an asphalt overlay and leveraging the funds to pay for most of the project is prudent.

A Program Match Agreement was approved by the Board in February of 2018 to confirm the Clackamas County's intention to meet our grant award and match requirements. This agreement is required to identify the responsibilities between WFLHD and Clackamas County for the project.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Match Agreement with WFLHD for the Lolo Pass Road Stabilization and Surface Preservation Project as listed in the agreement.

Respectfully submitted,

Joel Howie,
Civil Engineering Supervisor

Federal Lands Access Program Project Memorandum of Agreement

Project / Facility Name: Lolo Pass Road Stabilization and Surface Preservation, OR CLACK 37005(2)

Project Route: Clackamas County Road #37005

State: Oregon

County: Clackamas County

Owner of Federal Lands to which the Project Provides Access: United States Forest Service – Mt. Hood National Forest

Entity with Title or Maintenance Responsibility for Facility: Clackamas County

Type of Work:

- Preliminary Engineering
- NEPA / Permitting
- Rehabilitation
- Construction Engineering / Contract Administration

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: Federal Highway Administration, Western Federal Lands Highway Division and Clackamas County

The Program Decision Committee approved this project on August 30, 2016.

AGREED:

Commissioner, Clackamas County

Date

Chief of Business Operations, FHWA - WFLHD

Date

A. PURPOSE OF THIS AGREEMENT:

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this project, and to insure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program (FLAP) funds are used for the development or construction of this project, Clackamas County agrees to provide a matching share equal to 10.27% of the total cost of the project, as detailed more fully in Section J below. When agencies other than Federal Highway Administration – Western Federal Lands Highway Division will be expanding FLAP Funds, the parties agree to execute a separate obligating document. No reimbursement will be made for expenses incurred prior to execution of the obligating document.

B. AUTHORITY:

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

C. JURISDICTION AND MAINTENANCE COMMITMENT:

The Clackamas County has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION:

Clackamas County has coordinated project development with the USFS – Mt. Hood National Forest. The USFS – Mt. Hood National Forest support of the project is documented by their endorsement of the project application OR FY16-14.

Each party to this agreement who has a primary role in NEPA, design or construction should coordinate their activities with the Federal Highway Administration – Western Federal Lands Highway Division.

E. PROJECT BACKGROUND / SCOPE:

Lolo Pass Road is the only paved access route to the Zig Zag District of the Mt. Hood National Forest and the community of Zig Zag. As a result, the Forest Service and Clackamas County residents are completely dependent upon Lolo Pass Road for access to the Mt. Hood National Forest and Zig Zag. Unfortunately, this critical access route is vulnerable to the unstable hydrology of the Sandy River, which is prone to flooding and periodic washouts. When washouts occur, the only alternative detour is over 30 miles of unpaved roads.

Lolo Pass Road is the access point for visitors seeking to enjoy the trails, campgrounds, fishing and scenic beauty of the Zig Zag Ranger District. Lolo Pass Road serves as an

important access point for the Pacific Crest Trail, as well as for several other trails with the Mt. Hood National Forest. In addition, there are three campgrounds accessed from Lolo Pass Road including a horse campground. Lolo Pass Road and the French's Dome Trail provide access to French's Dome, a popular rock climbing destination. Lolo Pass Road is also the western access for Mt. Hood and its glaciers.

Lolo Pass Road is of critical concern to the National Forest Service because it serves as the only paved access to the Mt. Hood National Forest Zig Zag Ranger District Headquarters. The Zig Zag Ranger District Headquarters is also the location of several maintenance and support facilities including the Rangers office, housing, District Fire Warehouse, and the Road and Trail Warehouse. The Fire Warehouse serves as a local base and support for firefighting. The Road and Trail Warehouse supports Forest Service road and trail maintenance activities in the area. Loss of Lolo Pass Road due to a flood event would not only prevent visitors from accessing this portion of the Mt. Hood National Forest, it would limit access to all the support facilities located at the Zig Zag Ranger District Headquarters and severely hamper on-going operations of this area of the national forest.

Washouts have occurred a number of times over the course of recent years due to flooding and/or channel migration by the Sandy River. The Upper Sandy River has experienced several major floods that caused substantial flooding, bank erosion and damage to Lolo Pass Road. During the 50 years between 1964 and 2014 the river has experienced 8 of the 10 highest peak flows in its 100 year flow record. The flood of record occurred in 1964 and had a flow of 61,400 cubic feet per second. This event completely destroyed the Sandy River Bridge on Lolo Pass Road as well as several other sections of the road. Damaging floods also occurred in 1996 and 2011 resulting in the loss of several additional sections of the road.

During the January 2011 event the Sandy River eroded the roadway embankment at a location about 0.23 miles north of its intersection with E. Barlow Trail Road, washed out approximately 300 feet of Lolo Pass Road, and ran south along the roadway, destroying several houses. A total of 1/2 mile of Lolo Pass Road was washed out. This washout closed the road for over four months.

As a result of this event Clackamas County repaired the damaged section of the road, rechanneled a section of the Sandy River and stabilized the banks with riprap and plantings with added large woody debris for riparian and fish habitat. This returned the road to service and helped reduce the likelihood of the river leaving its channel at that location during future flood events. However, there was not sufficient funding available at the time to completely overlay the road or construct a revetment that protected the entire portion of the west bank where the river left its channel. While these actions returned the road to service and addressed the immediate issues with the river channel, it was not sufficient to prevent the Sandy River from leaving its channel at this location or to protect the road from washout should another flood event occur.

This project undertakes two steps that should help prevent the river from leaving its channel and protect the road from potential washouts. To address these vulnerabilities the existing west bank revetment will be extended 300 feet upstream, and add a 2 inch overlay of the entire road will be added to protect the existing breaks and joints in the road surface from being undermined by future flooding. The extension of the revetment will protect the entire area that experienced bank erosion during the 2011 flood event. The overlay paving will seal the joints that remain exposed from previous patching and reduce the likelihood of failure in those locations during future floods.

F. PROJECT BUDGET:

This is the anticipated budget for the project based on information developed to date. Federal Lands Access Program funds in conjunction with matching funds provided by Clackamas County will fund this project as detailed in Section K.

Phase	FLAP Funds			Partner Match		Total
	To FHWA	To CC	Total	From CC	Total	
PE	\$10,000	\$0	\$10,000	\$220,000	\$220,000	\$230,000
CE	\$10,000	\$0	\$10,000	\$151,061	\$151,061	\$161,061
CN/CM	\$0	\$3,221,992	\$3,221,992	\$0	\$0	\$3,221,992
	\$20,000	\$3,221,992	\$3,241,992	\$371,061	\$371,061	\$3,613,053

Note: The total match is calculated on the total FLAP funds provided. However, the total project cost is \$4,052,403. The FLAP amount is limited to \$3,241,992.

G. ROLES AND RESPONSIBILITIES:

Clackamas County will provide full support in the NEPA and environmental review process. This includes, but is not limited to: obtaining permits, providing documentation to support NEPA, Endangered Species Act (ESA), and Section 106 compliance, performing studies, etc. FHWA will be responsible for making the NEPA decision.

Clackamas County will administer the other phases of project development such as survey, geotechnical investigation (if required), hydraulic investigation (if required) right-of-way plan preparation (if required), preliminary and final design. The project will be designed to AASHTO Standards. Clackamas County will obtain, or will require the contractor to obtain, all necessary Federal, State, or local permits.

Clackamas County will be responsible for the acquisition of any rights-of-way, easements and / or permits necessary to complete the project. Clackamas County will not initiate right-of-way acquisition until FHWA has written an environmental decision document.

Although not expected, prior to Clackamas County soliciting bids for the project, Clackamas County will certify to FHWA that all right-of-way appraisals and acquisitions have been performed in accordance with the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 and the Uniform Relocation Act Amendments of 1987.

Although not expected, Clackamas County will be responsible for the relocation of any utilities necessary to complete the project. In accordance with 23 CFR PART 645.103; any applicable reimbursement to the utility company will be governed by State and federal Laws and regulations, or Occupancy Permits. Utility relocation costs will be reimbursable under the construction costs for the project.

During the construction phase, Clackamas County will appoint a Project Engineer to oversee and inspect the work to ensure a quality product. The construction will be governed by the Oregon Standard Specifications for Construction, 2015 Edition.

Clackamas County will be responsible for the following:

- Appointing a representative who will be the primary contact for FHWA’s Project Manager.

- Project activities identified in Section P.
- Provide appropriate match to all FLAP funds expended on the project even if the project is terminated prior to completion.
- Upon completion of construction, provide copies of final inspection demonstrating the project has been constructed in substantial conformity with the approved plans and specifications.
- Provide written confirmation of its final acceptance of the constructed project.
- Compliance with terms and conditions as noted in 2 CFR 200 Common Rule Requires.

FHWA will be responsible for the following:

- Stewardship and oversight activities identified in Section P.
- FHWA decisions that may not be delegated, identified in Section P.

H. ROLES AND RESPONSIBILITIES – SCHEDULE:

Responsible Lead	Product/Service	Schedule Finish
Clackamas County	30% Design	August 2019
Clackamas County	Environmental Reviews and Studies	February 2020
FHWA	NEPA Decision	May 2020
Clackamas County	Final Design	December 2020
Clackamas County	Construction	Summer 2021

I. PROPOSED DESIGN STANDARDS:

Preferred design alternatives will be determined through the NEPA process. The following design criteria will be applied on the project:

Criteria		Comments
Standard Design	AASHTO	Oregon Standard Drawings
Functional Classification	Arterial	
Surface Type	Asphalt	
Design Volume	2,375	ADT = 2,375 at BOP, 1,150 at EOP for 20 year projection, currently at 1,950 at BOP, 950 at EOP

J. FUNDING:

The project is partially funded by the Federal Lands Access Program administered by FHWA-WFL, with matching funds and additional funds provided by Clackamas County.

Fund Source	Amount	Comments
Title 23 FLAP funds – K200	PE - \$10,000 CE - \$10,000 CN - \$3,221,922	The PDC agreed to provide \$3,241,922 of funding including \$20,000 for S/O and NEPA

Local Matching Share – Clackamas County (10.27%)	\$371,061	In-kind services
Additional funds – Clackamas County	\$439,420	
TOTAL	\$4,052,403	

K. MATCHING SHARE REQUIREMENTS:

The purpose of this section is to document the intent of Clackamas County to meet its match requirement for the subject project as authorized under Section 23 USC 201(b)(7)(B). All FLAP expenditures associated with this project will need to be matched by a non-Federal sources, other Federal funds other than those made available under Title 23 and 49 of the United States Code, or by funds made available under 23 USC 202 and 203. The matching requirement under the FAST Act will be met by Clackamas County

Clackamas County has committed to the project. The forms of match shall be those consistent with the “Federal-Aid Guidance Non-Federal Matching Requirements” and as approved by FHWA-WFL. In the state of Oregon, 10.27% of the total project cost.

This project is authorized to use a Tapered Match. Under this approach, the non-Federal match is imposed over the entire project rather than individual progress payments. Timing of all fund transfers are specified under the Funding Plan. Tapered Match is authorized because it will result in an earlier completion date.

Estimated cost and fiscal year (FY) for the funding are based on the best budgeting and scheduling information known at the time. The final match will be determined based on actual expenditures at the conclusion of the project work. Matching cash funds in FWHA-WFL receipt may need to be supplemented, or returned, once actual expenditures are determined. As noted under Modifications, if cost increase over the amount within this agreement, FHWA-WFL will consult with the agency providing match before granting approval.

Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action or resolution of all issues that arise from it.

The following agencies have agreed to contribute the amounts showing which will reduce the federal share by the same amount. The funding plan is as follows:

Agency	Phase	Form	Due	Value	Comments
Clackamas County	PE/CN	In-Kind Services	7/1/2020	\$371,061	This is to match the FLAP amount, additional funds are needed to complete the project

L. PROJECT TEAM MEMBERS – POINT OF CONTACT:

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party’s role and responsibility for this agreement.

Name & Title	Agency	Phone & Email
Joel Howie, Civil Engineering Supervisor	Clackamas County	503-742-4658 jhowie@co.clackamas.or.us
Neal Christensen, Program Manager	FHWA	360-619-7780 Neal.christensen@dot.gov

M. CHANGES / AMENDMENTS / ADDENDUMS:

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all parties.

Potential changes include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; change that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notifications to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX:

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FHWA	Clackamas County	Time
Neal Christensen Program Manager neal.christensen@dot.gov 360-619-7780	Joel Howie, Civil Engineering Supervisor jhowie@co.clackamas.or.us 503-742-4658	15 Days
Pete Field Environment, Planning and Programming Branch Chief Peter.field@dot.gov 360-619-7619	Mike Bezner, Assistant Director of Transportation mikebez@clackamas.us 503-742-7651	15 Days
Dan Donovan Chief of Business Operations Daniel.donovan@dot.gov 360-619-7966	Dan Johnson, Director of Transportation danjoh@clackamas.us 503-742-4326	15 Days

O. TERMINATION:

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

P. STEWARDSHIP & OVERSIGHT ACTIVITIES:

Phase	Activity	Roles		Comments
		Clackamas County	FHWA	
Planning & Programming	Design exception approval agency identified	Provide	Approve	
Planning & Programming	Evidence of funding allocation	Signed Match Agreement	File copy	Completed
Planning & Programming	Memorandum of Agreement with scope, schedule, & budget	Signed MOA	File copy	
Environment	Identify NEPA contact		Provide	FHWA must be a lead agency on NEPA
Environment	Complete all environmental documents necessary for FHWA to develop an environmental decision (ESA, Section 106, 4F, etc.)	Provide	Review and prepare environmental decision	
Environment	NEPA – Tribal coordination		Provide	FHWA must perform this task
Environment	Obtain environmental permits	Provide	File copy	
Environment	Attend public meetings	Notify	Attend as determined by FHWA	
Environment	FHWA NEPA decision	Comply	Provide	FHWA approval needed
Design	Complete 30% PS&E	Provide	Concur	Completed
Design	Complete 95% PS&E	Provide	Approve	Must have written approval by FHWA
Design	Review or approve design exceptions	Provide	Approve	Follow ODOT's process
Acquisitions	Approval of proprietary products	Provide	Approve	
Acquisitions	Contract package for required clauses (Civil Rights, Davis Bacon, Buy America/American, etc.)	Provide	Approve	
Acquisitions	Receive copy of award package	Provide	File copy	
Acquisitions	Review and approve contract modifications	Provide	Approve	
Construction	Attend Pre-Construction Meeting	Attend	Attend as determined by FHWA	

Construction	Final Project Inspections	Attend	Attend as determined by FHWA	
Construction	Construction photographs of project, before, during (quarterly) and post construction	Provide	File	
Construction	Copy of As-Builts	Provide	File	
Construction	Contract disputes (Claims)	Provide	Review and Provide assistance as warranted	
Construction	Copy of Final Construction Acceptance Letter and report	Provide	Review	

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Clackamas County Commission Chair
APPLICANT ORGANIZATION Clackamas County	DATE SUBMITTED

**Federal Lands Access Program
Match Agreement**

State: Oregon

Project Number/Name: OR CLACK 37005(2) / Lolo Pass Road Stabilization and Surface Preservation

Parties to this Agreement:

U.S. Department of Transportation
Federal Highway Administration
Western Federal Lands Highway Division, FHWA

and

Clackamas County

Purpose of Agreement:

The purpose of this agreement is to document the intent of Clackamas County to meet its match requirement for the subject project as authorized under 23 USC 201(b)(7)(B).

With this agreement, Western Federal Lands Highway Division, FHWA authorizes this project as eligible for federal participation. The purpose of this project is to stabilize and improve Lolo Pass Road by extending an already existing revetment and overlaying the existing road surface. This agreement does not commit the parties to complete the project, but, rather sets forth the respective responsibilities as the project proceeds. Any subsequent decisions to complete final design and to construct the project will depend on authorizing legislation, NEPA analysis, availability of appropriations, and matching funds at the time of obligation.

The authority for FHWA to enter into this agreement is under Title 23 U.S.C. Section 204.

Funding:

The Federal Lands Access Program (FLAP) under Fixing America's Surface Transportation Act (FAST Act) authorizes FHWA to provide funding for specific projects. The Program Decision Committee (PDC), consisting of FHWA, the State of Oregon, and an organization representing the local agencies of the state, is designated to jointly decide upon projects funded in the state. The PDC has selected this project for programming the under the Oregon State Federal Lands Access Program.

All FLAP expenditures associated with this project after execution of this match agreement will need to be matched by a Non-Federal source, by other Federal funds other than those made available under Titles 23 and 49 of the United States Code, or by funds made available under 23 U.S.C. 202 and 203. The matching requirement under the FAST Act will be met by Clackamas County and other agencies that have committed to the project in subsequent agreements. The forms of match shall be those consistent with the 'Federal-Aid Guidance Non-Federal Matching Requirements' and as approved by FHWA. In the state of Oregon, the match rate is 10.27% of the total project cost.

This project is authorized to use a Tapered Match. Under this approach, the non-Federal match is imposed over the entire project rather than individual progress payments. The terms and form of the Match will be documented in the project Memorandum of Agreement (MOA) in coordination with Clackamas County to be executed at a later date. The final Match will be determined based on actual expenditures at the conclusion of project work. Matching cash funds in FHWA receipt may need to be supplemented, or returned, once actual expenditures are determined.

**Federal Lands Access Program
Match Agreement**

Federal Lands Access Program funds are administered by FHWA and are subject to annual appropriations from Congress. This document does not commit FHWA to advance the project or provide funds for the project, but provides the required matching funds if FHWA expends funds to advance the project.

The following agencies have agreed to contribute the amounts shown which will reduce the federal share by the same amount.

Agency Contributions:

Agency	Percentage of Match	Total Match as a Percentage (%)
Clackamas County	100%	10.27%
		<hr/> 10.27%

Clackamas County is ONLY responsible for their respective match as shown above. The required local match listed in the FLAP application was \$371,052. The value of the match will be confirmed during the development of the Project Memorandum of Agreement.

In addition to the minimum match required shown above, Clackamas County will provide additional non-federal funds as indicated on the application of \$439,429.

Modification:

This agreement is expected to be replaced and superseded by the execution of a project Memorandum of Agreement.

This Agreement shall be effective as of the date of the last signature:

**U.S. Department of Transportation
Federal Highway Administration
Western Federal Lands Highway Division, FHWA**

Approved By:



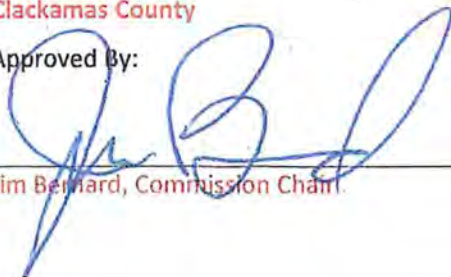
Dan Donovan, Chief of Business Operations

3.6.2018

Date

Clackamas County

Approved By:



Jim Bernard, Commission Chair

Feb 15, 19 B.3

Date



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

July 11, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Federal Lands Access Program Project Memorandum of Agreement
with Western Federal Lands Highway Division for the
East Salmon River Road Surface Preservation Project

Purpose/Outcomes	The purpose of the agreement is to approve a Project Memorandum of Agreement for the East Salmon River Road Surface Preservation Project.
Dollar Amount and Fiscal Impact	Overall Project Cost Estimate: \$493,099 Federal Lands Access Program (FLAP) funds: \$200,000 County minimum match (10.27%): up to \$22,891 County overmatch: up to \$270,208
Funding Source	FLAP Funds and County Road Funds.
Duration	Upon execution through summer of 2020
Previous Board Action	06/28/16: BCC Authorization to Apply for Federal Land Access Program Funding 02/15/18: BCC Authorization of the Federal Lands Access Program Match Agreement
Counsel Review	The agreement was reviewed by County Counsel on July 2, 2019
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build a strong infrastructure
Contact Person	Joel Howie, Civil Engineering Supervisor 503-742-4658

BACKGROUND:

Clackamas County submitted a grant application to Western Federal Lands Highway Division (WFLHD) to perform a two-inch asphalt overlay along 2.03 miles of East Salmon River Road between Highway 26 and the Mount Hood National Forest Boundary to the south. The grant application's total estimated cost was \$434,055 with a federal funding request of \$394,680. During the grant review process, WFLHD added a ten percent construction phase contingency raising the grant's overall project cost estimate to \$493,099.

WFLHD awarded the project \$200,000 in federal funds, requiring a minimum County Match of \$22,891 based on a 10.27 percent match. Up to an additional \$270,208 in County funds will be required to complete the project as envisioned in the grant application. WFLHD's grant award decision was based on the percentage (40%) of traffic that actually travels to the national forest area. Although the grant award is significantly less than the application's request, the road is in need of an asphalt overlay and leveraging the funds to pay for a portion of the overlay project is prudent.

A Program Match Agreement was approved by the Board in February of 2108 to confirm the Clackamas County's intention to meet our grant award and match requirements. This

agreement is required to identify the responsibilities between WFLHD and Clackamas County for the project.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Project Memorandum of Agreement with WFLHD for the East Salmon River Road Surface Preservation Project as listed in the agreement.

Respectfully submitted,

Joel Howie
Civil Engineering Supervisor

Federal Lands Access Program Project Memorandum of Agreement

Project / Facility Name: OR CLACK 2639(1)

Project Route: East Salmon River Road Surface Preservation

State: Oregon

County: Clackamas County

Owner of Federal Lands to which the Project Provides Access: United States Forest Service – Mt. Hood National Forest

Entity with Title or Maintenance Responsibility for Facility: Clackamas County

Type of Work:

- Preliminary Engineering
- NEPA / Permitting
- Rehabilitation
- Construction Engineering / Contract Administration

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: Federal Highway Administration, Western Federal Lands Highway Division and Clackamas County

The Program Decision Committee approved this project on August 30, 2016.

AGREED:

Commissioner, Clackamas County

Date

Chief of Business Operations, FHWA - WFLHD

Date

A. PURPOSE OF THIS AGREEMENT:

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this project, and to insure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program (FLAP) funds are used for the development or construction of this project, Clackamas County agrees to provide a matching share equal to 10.27% of the total cost of the project, as detailed more fully in Section J below. When agencies other than Federal Highway Administration – Western Federal Lands Highway Division will be expanding FLAP Funds, the parties agree to execute a separate obligating document. No reimbursement will be made for expenses incurred prior to execution of the obligating document.

B. AUTHORITY:

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

C. JURISDICTION AND MAINTENANCE COMMITMENT:

The Clackamas County has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION:

Clackamas County has coordinated project development with the USFS – Mt. Hood National Forest. The USFS – Mt. Hood National Forest support of the project is documented by their endorsement of the project application OR FY16-05.

Each party to this agreement who has a primary role in NEPA, design or construction should coordinate their activities with the Federal Highway Administration – Western Federal Lands Highway Division.

E. PROJECT BACKGROUND / SCOPE:

East Salmon River Road is a rural major collector that provides primary access to the Salmon Huckleberry Wilderness. The wilderness is a high quality destination for those who fish for chinook, Coho and steelhead salmon, for hikers and for those who enjoy wilderness camping. Additionally cyclists enjoy using the road. It specifically provides access to the BLM lands and the Coquille Tribal Lands.

The project will include guardrail replacement that meets the current AASHTO Standards. The guardrail will be replaced between MP 25.44 and MP 28.50. Approximately 1400 linear feet of guardrail will be replaced.

F. PROJECT BUDGET:

This is the anticipated budget for the project based on information developed to date. Federal Lands Access Program funds in conjunction with matching funds provided by Clackamas County will fund this project as detailed in Section K.

Phase	FLAP Funds			Partner Match		Total
	To FHWA	To CC	Total	From CC	Total	
PE	\$10,000	\$0	\$10,000	\$0	\$0	\$10,000
CE	\$10,000	\$0	\$10,000	\$0	\$0	\$10,000
CN	\$0	\$180,000	\$180,000	\$22,891	\$22,891	\$202,891
	\$20,000	\$180,000	\$200,000	\$22,891	\$22,891	\$222,891

Note: The total match is calculated on the total FLAP funds provided. However, the total project cost is \$493,099. The FLAP amount is limited to \$200,000.

G. ROLES AND RESPONSIBILITIES:

Clackamas County will provide full support in the NEPA and environmental review process. This includes, but is not limited to: obtaining permits, providing documentation to support NEPA, Endangered Species Act (ESA), and Section 106 compliance, performing studies, etc. FHWA will be responsible for making the NEPA decision.

Clackamas County will administer the other phases of project development such as survey, geotechnical investigation (if required), hydraulic investigation (if required) right-of-way plan preparation (if required), preliminary and final design. The project will be designed to AASHTO Standards. Clackamas County will obtain, or will require the contractor to obtain, all necessary Federal, State, or local permits.

Clackamas County will be responsible for the acquisition of any rights-of-way, easements and / or permits necessary to complete the project. Clackamas County will not initiate right-of-way acquisition until FHWA has written an environmental decision document.

Although not expected, prior to Clackamas County soliciting bids for the project, Clackamas County will certify to FHWA that all right-of-way appraisals and acquisitions have been performed in accordance with the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 and the Uniform Relocation Act Amendments of 1987.

Although not expected, Clackamas County will be responsible for the relocation of any utilities necessary to complete the project. In accordance with 23 CFR PART 645.103; any applicable reimbursement to the utility company will be governed by State and federal Laws and regulations, or Occupancy Permits. Utility relocation costs will be reimbursable under the construction costs for the project.

During the construction phase, Clackamas County will appoint a Project Engineer to oversee and inspect the work to ensure a quality product. The construction will be governed by the Oregon Standard Specifications for Construction, 2015 Edition.

Clackamas County will be responsible for the following:

- Appointing a representative who will be the primary contact for FHWA’s Project Manager.

- Project activities identified in Section P.
- Provide appropriate match to all FLAP funds expended on the project even if the project is terminated prior to completion.
- Upon completion of construction, provide copies of final inspection demonstrating the project has been constructed in substantial conformity with the approved plans and specifications.
- Provide written confirmation of its final acceptance of the constructed project.
- Compliance with terms and conditions as noted in 2 CFR 200 Common Rule Requires.

FHWA will be responsible for the following:

- Stewardship and oversight activities identified in Section P.
- FHWA decisions that may not be delegated, identified in Section P.

H. ROLES AND RESPONSIBILITIES – SCHEDULE:

Responsible Lead	Product/Service	Schedule Finish
Clackamas County	30% Design	August 2019
Clackamas County	Environmental Reviews and Studies	December 2019
FHWA	NEPA Decision	February 2020
Clackamas County	Final Design	June 2020
Clackamas County	Construction	Summer 2020

I. PROPOSED DESIGN STANDARDS:

Preferred design alternatives will be determined through the NEPA process. The following design criteria will be applied on the project:

Criteria		Comments
Standard Design	AASHTO	Oregon Standard Drawings
Functional Classification	Major Collector	
Surface Type	Asphalt	
Design Volume	1,400	20 year projection, currently at 1,135 ADT

J. FUNDING:

The project is partially funded by the Federal Lands Access Program administered by FHWA-WFL, with matching funds and additional funds provided by Clackamas County.

Fund Source	Amount	Comments
Title 23 FLAP funds – K200	PE - \$10,000 CE - \$10,000 CN - \$180,000	The PDC agreed to provide \$200,000 of funding including \$20,000 for S/O and NEPA
Local Matching Share – Clackamas County (10.27%)	\$22,891	In-kind services
Additional funds – Clackamas County	\$270,208	
TOTAL	\$493,099	

K. MATCHING SHARE REQUIREMENTS:

The purpose of this section is to document the intent of Clackamas County to meet its match requirement for the subject project as authorized under Section 23 USC 201(b)(7)(B). All FLAP expenditures associated with this project will need to be matched by a non-Federal sources, other Federal funds other than those made available under Title 23 and 49 of the United States Code, or by funds made available under 23 USC 202 and 203. The matching requirement under the FAST Act will be met by Clackamas County

Clackamas County has committed to the project. The forms of match shall be those consistent with the “Federal-Aid Guidance Non-Federal Matching Requirements” and as approved by FHWA-WFL. In the state of Oregon, 10.27% of the total project cost.

This project is authorized to use a Tapered Match. Under this approach, the non-Federal match is imposed over the entire project rather than individual progress payments. Timing of all fund transfers are specified under the Funding Plan. Tapered Match is authorized because it will result in an earlier completion date.

Estimated cost and fiscal year (FY) for the funding are based on the best budgeting and scheduling information known at the time. The final match will be determined based on actual expenditures at the conclusion of the project work. Matching cash funds in FWHA-WFL receipt may need to be supplemented, or returned, once actual expenditures are determined. As noted under Modifications, if cost increase over the amount within this agreement, FHWA-WFL will consult with the agency providing match before granting approval.

Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action or resolution of all issues that arise from it.

The following agencies have agreed to contribute the amounts showing which will reduce the federal share by the same amount. The funding plan is as follows:

Agency	Phase	Form	Due	Value	Comments
Clackamas County	PE/CN	In-Kind Services	7/1/2020	\$22,891	This is to match the FLAP amount, additional funds are needed to complete the project

L. PROJECT TEAM MEMBERS – POINT OF CONTACT:

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

Name & Title	Agency	Phone & Email
Joel Howie, Civil Engineering Supervisor	Clackamas County	503-742-4658 jhowie@co.clackamas.or.us
Neal Christensen, Program Manager	FHWA	360-619-7780 Neal.christensen@dot.gov

M. CHANGES / AMENDMENTS / ADDENDUMS:

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all parties.

Potential changes include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; change that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notifications to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX:

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FHWA	Clackamas County	Time
Neal Christensen Program Manager neal.christensen@dot.gov 360-619-7780	Joel Howie Civil Engineering Supervisor jhowie@co.clackamas.or.us 503-742-4658	15 Days
Pete Field Environment, Planning and Programming Branch Chief Peter.field@dot.gov 360-619-7619	Mike Bezner Assistant Director of Transportation mikebez@clackamas.us 503-742-4651	15 Days
Dan Donovan Chief of Business Operations Daniel.donovan@dot.gov 360-619-7966	Dan Johnson Director of Transportation danjoh@clackamas.us 503-742-4326	15 Days

O. TERMINATION:

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

P. STEWARDSHIP & OVERSIGHT ACTIVITIES:

Phase	Activity	Roles		Comments
		Clackamas County	FHWA	
Planning & Programming	Design exception approval agency identified	Provide	Approve	
Planning & Programming	Evidence of funding allocation	Signed Match Agreement	File copy	Completed
Planning & Programming	Memorandum of Agreement with scope, schedule, & budget	Signed MOA	File copy	
Environment	Identify NEPA contact		Provide	FHWA must be a lead agency on NEPA
Environment	Complete all environmental documents necessary for FHWA to develop an environmental decision (ESA, Section 106, 4F, etc.)	Provide	Review and prepare environmental decision	
Environment	NEPA – Tribal coordination		Provide	FHWA must perform this task
Environment	Obtain environmental permits	Provide	File copy	
Environment	Attend public meetings	Notify	Attend as determined by FHWA	
Environment	FHWA NEPA decision	Comply	Provide	FHWA approval needed
Design	Complete 30% PS&E	Provide	Concur	Completed
Design	Complete 95% PS&E	Provide	Approve	Must have written approval by FHWA

Design	Review or approve design exceptions	Provide	Approve	Follow ODOT's process
Acquisitions	Approval of proprietary products	Provide	Approve	
Acquisitions	Contract package for required clauses (Civil Rights, Davis Bacon, Buy America/American, etc.)	Provide	Approve	
Acquisitions	Receive copy of award package	Provide	File copy	
Acquisitions	Review and approve contract modifications	Provide	Approve	
Construction	Attend Pre-Construction Meeting	Attend	Attend as determined by FHWA	
Construction	Final Project Inspections	Attend	Attend as determined by FHWA	
Construction	Construction photographs of project, before, during (quarterly) and post construction	Provide	File	
Construction	Copy of As-Builts	Provide	File	
Construction	Contract disputes (Claims)	Provide	Review and Provide assistance as warranted	
Construction	Copy of Final Construction Acceptance Letter and report	Provide	Review	

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Clackamas County Commission Chair
APPLICANT ORGANIZATION Clackamas County	DATE SUBMITTED

State: Oregon

Project Number/Name: OR CLACK 2639(1) / East Salmon River Road Surface Preservation

Parties to this Agreement:

U.S. Department of Transportation
Federal Highway Administration
Western Federal Lands Highway Division, FHWA

and

Clackamas County

Purpose of Agreement:

The purpose of this agreement is to document the intent of Clackamas County to meet its match requirement for the subject project as authorized under 23 USC 201(b)(7)(B).

With this agreement, Western Federal Lands Highway Division, FHWA authorizes this project as eligible for federal participation. The purpose of this project is to overlay 2.03 miles of roadway between US26 and the Mount Hood National Forest Boundary, including adjustments to guardrail and new striping. This agreement does not commit the parties to complete the project, but, rather sets forth the respective responsibilities as the project proceeds. Any subsequent decisions to complete final design and to construct the project will depend on authorizing legislation, NEPA analysis, availability of appropriations, and matching funds at the time of obligation.

The authority for FHWA to enter into this agreement is under Title 23 U.S.C. Section 204.

Funding:

The Federal Lands Access Program (FLAP) under Fixing America's Surface Transportation Act (FAST Act) authorizes FHWA to provide funding for specific projects. The Program Decision Committee (PDC), consisting of FHWA, the State of Oregon, and an organization representing the local agencies of the state, is designated to jointly decide upon projects funded in the state. The PDC has selected this project for programming the under the Oregon State Federal Lands Access Program.

All FLAP expenditures associated with this project after execution of this match agreement will need to be matched by a Non-Federal source, by other Federal funds other than those made available under Titles 23 and 49 of the United States Code, or by funds made available under 23 U.S.C. 202 and 203. The matching requirement under the FAST Act will be met by Clackamas County and other agencies that have committed to the project in subsequent agreements. The forms of match shall be those consistent with the 'Federal-Aid Guidance Non-Federal Matching Requirements' and as approved by FHWA. In the state of Oregon, the match rate is 10.27% of the total project cost.

This project is authorized to use a Tapered Match. Under this approach, the non-Federal match is imposed over the entire project rather than individual progress payments. The terms and form of the Match will be documented in the project Memorandum of Agreement (MOA) in coordination with Clackamas County to be executed at a later date. The final Match will be determined based on actual expenditures at the conclusion of project work. Matching cash funds in FHWA receipt may need to be supplemented, or returned, once actual expenditures are determined.

**Federal Lands Access Program
Match Agreement**

Federal Lands Access Program funds are administered by FHWA and are subject to annual appropriations from Congress. This document does not commit FHWA to advance the project or provide funds for the project, but provides the required matching funds if FHWA expends funds to advance the project.

The following agencies have agreed to contribute the amounts shown which will reduce the federal share by the same amount.

Agency Contributions:

Agency	Percentage of Match	Total Match as a Percentage (%)
Clackamas County	100%	10.27%
		<hr/> 10.27%

Clackamas County is ONLY responsible for their respective match as shown above. The required local match listed in the FLAP application was \$22,891. The value of the match will be confirmed during the development of the Project Memorandum of Agreement.

In addition to the minimum match required shown above, Clackamas County will provide additional non-federal funds as indicated on the application of \$270,208.

Modification:

This agreement is expected to be replaced and superseded by the execution of a project Memorandum of Agreement.

This Agreement shall be effective as of the date of the last signature:

**U.S. Department of Transportation
Federal Highway Administration
Western Federal Lands Highway Division, FHWA**

Approved By:

Dan Donovan, Chief of Business Operations

Date

Clackamas County

Approved By:



Jim Bernard, Commission Chair

Feb 15, 18 B.2

Date



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

July 11, 2019

Board of Commissioners
Clackamas County

Members of the Board:

Approval to accept the National Safety Council grant award for the purposes of
Safe Systems Approach to Rural Road to Zero

Purpose/ Outcomes	The funds will support our Drive to Zero work focused on two Health Equity Zones: Molalla and Canby. This project will showcase how a holistic Safe Systems Approach to traffic safety can be effective in reducing crashes, particularly serious and fatal crashes in a rural community. This Safe Systems Approach will combine proven low-cost engineering countermeasures with behavioral change focused education followed with targeted enforcement in collaboration with regional law enforcement partners.
Dollar Amount and Fiscal Impact	The grant awarded is \$132,280.00. There is no match requirement.
Funding Source	National Safety Council
Duration	At time of acceptance and terminates on June 30, 2029
Previous Board Action	The application was approved by the County Administrator on 01/23/19. The Board adopted the Transportation Safety Action Plan in March 2019. This project relates to the strategies outlined in this plan.
Strategic Plan Alignment	Ensure safe, healthy and secure communities.
Counsel Review	Reviewed and approved by Counsel on Tuesday, July 2, 2019.
Contact Person	Joseph Marek, Traffic Engineering Supervisor x4705

BACKGROUND:

The Department of Transportation and Development requests the Board to accept a grant award of \$132,280 with the National Safety Council, to showcase how a holistic Safe Systems Approach to traffic safety can be effective in making strides in reducing crashes, particularly serious and fatal crashes in a rural community. This Safe Systems Approach will combine low-cost engineering using proven countermeasures along with education focused on behavioral change followed with targeted enforcement in collaboration with regional towns. Layered throughout the project will be the intentional collaboration with partners in public health and schools to tackle issues of alcohol and drug use, build new opportunities with rural transit options

to move teens and older adults, and to work hard to bring affordable driver's education and child protection to those who can least afford access.

The County's Drive to Zero initiative is an inspiring goal. To be successful, we need active partners throughout the county that will engage in the implementation of various elements and work toward the behavioral change that is necessary. The TSAP and the embodiment of Drive to Zero needs effective communications that is centered on county stories told by county people. We hope that target audiences see themselves in these stories and add to the collection of stories of how together, as a county, we can achieve this inspiring vision. Ultimately, the problem we are trying to impact is the number of fatalities and serious injuries due to traffic crashes in the county.

RECOMMENDATION:

Staff recommends the Board accept the National Safety Council grant award for the purposes of the Safe Systems Approach to Rural Road to Zero.

Respectfully submitted,

Joseph Marek, Traffic Engineering Supervisor
Department of Transportation and Development

From: Anne Hughes <Anne.Hughes@nsc.org>
Sent: Friday, April 19, 2019 9:05 AM
To: Sadowsky, Rob <RSadowsky@clackamas.us>
Cc: Jane Mellow <Jane.Mellow@nsc.org>; Anne Hughes <Anne.Hughes@nsc.org>
Subject: Congratulations: Road to Zero Award - Grant Documents Due June 3, 2019
Importance: High

Congratulations on being selected for the National Safety Council's 2019 Road to Zero Safe Systems Innovation Grant Program! NSC received nearly \$10,000,000 in proposal requests from 60 applicants for the 2019 grant round! In order to fund out top 8 applicants, NSC has reduced each award by roughly 6%. You requested \$140,000.00 and your final award amount is **\$132,280.00**.

I'm Anne Hughes, the National Safety Council's Director of Grant Monitoring and Compliance. In my role, I'll be your administrative contact on your Road to Zero Innovation Grant. As part of my position, I'm responsible for ensuring our subawards are in compliance with our NHTSA agreement and federal rules and regulations laid out in Uniform Guidance.

To get our process started, I've attached a few documents for you to complete.

1. **Subrecipient Questionnaire.** Please notice the instructions in **Green** and **Orange** throughout this document. When you've completed the relevant information, print and have an authorized official initial each page and sign the final page. A scanned PDF of this document should be returned to me at this email address. Please also resubmit your completed Excel file. Note – NSC requires our grantees to submit several documents with this form. These are listed on the final page.
2. **Subrecipient Budget Template.** NSC requires a detailed budget broken down by month. Please complete this form and note any organizational rates, such as fringe benefits and indirect costs.
3. **Subrecipient Budget Narrative.** Please describe budgeted line items using this format. A detailed description of your expected project expenses will help me determine allowability of expenses and will simplify invoice review.

Please don't hesitate to reach out if you have any questions about these forms or our expectations.

I look forward to working with you!

Best,
Anne

Anne Hughes
Director, Grant Monitoring & Compliance
Accounting & Finance

National Safety Council
O:(630)775-2251
Anne.Hughes@nsc.org
nsc.org



Eliminating Preventable Deaths™





DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

July 11, 2019

Board of Commissioners
Clackamas County

Members of the Board:

Approval to apply for a BUILD Discretionary Transportation Grant
to replace the bridge across the Bull Run River

Purpose/ Outcomes	Approval to apply for a BUILD Discretionary Transportation Grant to replace the bridge across the Bull Run River on Bull Run Road.
Dollar Amount and Fiscal Impact	\$8.8 million in grant funds will be requested. Matching funds in the amount of \$2.2 million (20%) will be provided from Road Use Funds.
Funding Source	Federal Highway Administration and Clackamas County Road Use Funds. Weyerhaeuser will contribute \$10,000. No county general funds will be involved.
Duration	Grant award would occur no later than November 2019. Project would begin in 2020 and be complete no later than September 2025.
Previous Board Action	The Board previously approved a similar grant application for funding from the same federal program last year in a Business Session on July 5, 2018.
Strategic Plan Alignment	<ul style="list-style-type: none">• Build strong infrastructure.
Counsel Review	Reviewed and approved by Counsel on Tuesday, July 2, 2019.
Contact Person	Stephen Williams, Principal Transportation Planner - 742-4696

BACKGROUND:

Since 2009, the US Department of Transportation, has annually offered discretionary grants for vital transportation improvements, previously known as TIGER Grants, but now known as the BUILD Grant program. The emphasis for the program is on smaller grants (less than \$25 million) for transportation infrastructure with emphasis on rural areas. Full replacement of the bridge over the Bull Run River on Bull Run Road is a strong candidate for BUILD funding. The bridge is over 126 years old and has a sufficiency rating of 25 (out of 100). This bridge is the only connection to an area of northeast Clackamas County with a population of 360 for emergency response and access to services in Sandy. It is also a critical connection for the Portland Water Bureau to access the Bull Run Reservoir, which is the primary water source for over 1,000,000 people in the Portland area and is also very important to the timber industry. Applications are due on July 15, 2019.

RECOMMENDATION:

Staff respectfully recommends approval to apply for the BUILD grant in the amount of \$8.8 million and submit the attached Letter of Support.

Respectfully submitted,

Stephen Williams,
Principal Transportation Planner

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: Department of Transportation and Development Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: BUILD Transportation Discretionary Grants
Funding Source: Federal State Local: Metro _____
Requestor Information (Name of staff person initiating form): Scott Hoelscher
Requestor Contact Information: scotthoe@clackama
Department Fiscal Representative: Diedre Landon
Program Name or Number (please specify): BUILD Transportation Discretionary Grants

Brief Description of Project:

The BUILD Program (previously TIGER) is intended to provide federal funding for vital transportation infrastructure improvements, with a special emphasis on projects in rural areas. This bridge, which spans the Bull Run River, has been identified as a critical bridge and also a good candidate for BUILD grant funding. The bridge has a sufficiency rating of 25 and is over 100 years old. The bridge is the primary access to the the Bull Run Reservoir, the main water supply for the City of Portland. Any problem with the bridge that limits access to the reservoir would greatly hinder operations of the Portland water system. The bridge is also the main access point for loggers who are conducting planned harvests within the watershed protection zone of the reservoir. This proposed grant application would secure funding to completely replace the bridge.

Name of Funding (Granting) Agency: Federal Highway Administration

Agency's Web Address for Grant Guidelines and Contact Information:

<https://www.transportation.gov/BUILDgrants>

OR

Application Packet Attached: Yes No

Completed By: Stephen Williams Date: 06/24/2019

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: 11/12/2019
CFDA(s), if applicable: 20.932
Announcement Date: 04/23/2019 Announcement/Opportunity #: _____
Grant Category/Title: BUILD Transportation Discretionary Grants Max Award Value: \$8,659,600
Allows Indirect/Rate: YES Match Requirement: 20.00%
Application Deadline: 07/15/2019 Other Deadlines: 09/30/2021
Grant Start Date: 07/01/2021 Other Deadline Description: Grant must be obligated by 9/30/2021
Grant End Date: 09/30/2026 Program Income Requirement: _____
Completed By: Stephen Williams Pre-Application Meeting Schedule: N/A

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant support the Department and/or Division's Mission/Purpose/Goals?

A goal in Performance Clackamas is to Build Strong Infrastructure and this project will fund full replacement of a deficient bridge built in the 19th century which has an extremely low sufficiency rating (25).

2. What, if any, are the community partners who might be better suited to perform this work?

Since this bridge and the approach roads are all county owned/maintained the project must be carried out by the department.

3. What are the objectives of this grant? How will we meet these objectives?

The objective of this award is to replace this failing bridge by building a completely new bridge next to it.

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

No, the proposal does not fund an existing program, although the requested grant funds would replace an expenditure of road use funds that will be required in coming years due to the poor condition of the existing bridge.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

Yes, the organization does have adequate and qualified staff. The staff required will be one project manager in the capital projects program, with the support and direction of the Transportation Capital Improvements Manager, as well as other staff experts within the Department of Transportation and Development.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

There are several partners who are supporting this project. The Portland Water Bureau is supporting this project because the bureau needs the bridge to access their facilities at the Bull Run Reservoir. The Portland Water Bureau is providing a Letter of Support. The project is also supported by Weyerhaeuser. Weyerhaeuser requires the bridge to access for harvest and bring timber to market. Weyerhaeuser is providing \$10,000 towards the project costs and a Letter of Support. Sandy Fire District #72 is the primary emergency response agency in the Bull Run Watershed and is supporting this project because it will not be able respond to emergencies in the watershed if they are unable to use the Bull Run Bridge. The Bull Run CPO is supporting this project because the bridge provides a critical connections to employment and services for many of the residents of the area.

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

This is not a pilot project.

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

This grant will not create a new program. The grant is one-time funding for the construction of the new Bull Run Bridge.

Collaboration

1. List County departments that will collaborate on this award, if any.

The lead department for this project is the Department of Transportation and Development with support from the Public and Government Affairs for required public outreach activities.

Reporting Requirements

1. What are the program reporting requirements for this grant?

According to the notice of funding opportunity, a quarterly progress report must be submitted. Final projects will include full design of the project, right-of-way acquisition, and full construction of the new bridge.

2. How will grant performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Award performance will primarily be judged on the ability to complete project phases in a timely fashion and complete construction within the proposed budget.

3. What are the fiscal reporting requirements for this grant?

According to the notice of funding opportunity, a quarterly SF-425 report must be submitted. It is anticipated that FHWA will require a full, itemized reimbursement request and a cost report submitted to receive reimbursement. Upon completion the county must submit an itemized project cost report and request for final payment including holdback. The County is responsible to maintain all fiscal records and other records necessary to document County performance for a period of no less than six years.

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

Yes, if this application is funded it will provide up to \$8.7 million towards the replacement of a bridge that is over 120 years old and has a sufficiency rating of 25.

2. Are other revenue sources required? Have they already been secured?

Other revenue sources are not required beyond the 20% local match, but revenue from other sources is recommended to demonstrate support for the project by other partners. Weyerhaeuser has committed to provide \$10,000 toward the cost of this project.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

A 20% cash match is required for the BUILD grant, amounting to \$2,152,400. The cash match will be sourced from the county road fund.

4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

This grant will cover indirect costs, at the rate identified in DTD's approved indirect cost plan. The final terms for reimbursement of indirect costs will be included in the final grant agreement.

Program Approval:

[Empty box for program approval signature]

Name (Typed/Printed)

Date

Signature


**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Jeff Aldridge	7/2/19	
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.

July 11, 2019

Office of Infrastructure Finance and Innovation
Office of the Secretary of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Re: 2019 BUILD Application for Replacement of the Bull Run Bridge in Clackamas County, Oregon

Dear BUILD Application Review Committee:

The Clackamas County Board of County Commissioners wishes to express their strong support for the 2019 BUILD Transportation Discretionary Grant to replace the Bull Run Bridge in Clackamas County, Oregon. At our July 11, 2019 Business Meeting we approved the BUILD grant application submission. Through this approval we also authorized the use of county road funds to provide the required \$2.2 million match. We are pleased to note that the project is a Public Private Partnership project which includes a contribution of \$10,000 by Weyerhaeuser in support of the project.

The Bull Run Bridge is a vital facility for the Portland region, the upland area of the Bull Run River watershed, and Clackamas County. The water sources for the Portland region, two reservoirs on the Bull Run River must be accessed by crossing the Bull Run Bridge and limitations on the use of the bridge will hamper the ability of Portland Water Bureau to provide clean drinking water to over 1,000,000 Portland area residents. The upland area of the Bull Run watershed in Mt. Hood National Forest has a very high fire danger. A wildfire within the watershed will result in debris and pollution clogging the water system, and endangering the water supply for Portland region customers. The Bull Run Bridge is vital for rapid emergency response to any event in the watershed, and without the bridge response could be delayed to the point where any fire would quickly be out of control. In addition, there are over 350 residents of the area that are completely dependent on the Bull Run Bridge to go to work and school, and to secure the goods and services that they require.

The Bull Run Bridge is over 126 years old and is rapidly deteriorating. This year, a three foot in diameter section of the bridge deck broke out, requiring major repairs to the bridge. Replacement of the bridge is vital to avoid limitations on the use of the bridge, or possibly complete collapse due to any moderate to major earthquake that may occur.

Thank you for your time and consideration of this project proposal.

Sincerely

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Jim Bernard, Chair
On Behalf of the Clackamas County Board of Commissioners



RANDALL A. HARMON
MANAGER

TRANSPORTATION MAINTENANCE DIVISION

McCoy Building
902 ABERNETHY ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Contract with Pioneer Truckweld, Inc.
Retrofit hydraulic sys for new plow system**

Purpose/ Outcomes	This contract will provide an engineered redesign and equipment upgrade to 17 dump trucks to function more efficiently.
Dollar Amount and Fiscal Impact	The contract value is \$780,290.00
Funding Source	215-7433-00-485520
Duration	Contract signing through September 30, 2019
Previous Board Action	N/A
Strategic Plan Alignment	Ensure long-term investments in infrastructure that will generate good paying jobs that support families, ease commute time for many residents and help maintain a healthy environment. Updating county facilities will ensure that key services are accessible to all residents.
Counsel Review	May 29, 2019
Contact Person	Kirk Stott, Transportation Maintenance Supervisor 503-650-3795 Warren Gadberry, Transportation Maintenance Supervisor 503-650-3988

BACKGROUND:

Clackamas County Department of Transportation and Development is seeking the retrofit of 17 dump trucks. The original units were built with a gear pump hydraulic system, the department is seeking to replace and upgrade the units with a closed center hydraulic system. This will allow for the units to use many different attachment to assist in functioning more efficiently.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on March 11, 2019. Proposals were closed on April 4, 2019 at 2:00PM. The County received 4 proposals: Columbia Body Manufacturing, D&D Seeds and Farm Equipment, Nelson Truck Equipment and Pioneer Truckweld. Final evaluations determined that Pioneer Truckweld, was the highest ranking proposer and could meet the needs of the County. The total contract amount is not to exceed \$780,290.

County Counsel reviewed and approved this contract.



RANDALL A. HARMON
MANAGER

TRANSPORTATION MAINTENANCE DIVISION

McCOY BUILDING
902 ABERNETHY ROAD | OREGON CITY, OR 97045

RECOMMENDATION:

Staff recommends that the Board of County Commissioners, acting as the governing body of the County, approve and execute the Contract between Clackamas County and Pioneer Truckweld, Inc., for the Department of Transportation and Development.

Respectfully submitted,

Dan Johnson, Director
Department of Transportation and Development

Placed on the Agenda of _____ by the Procurement Division



CLACKAMAS COUNTY GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this "Contract") is entered into between **Pioneer Truckweld, Inc.** ("Contractor"), and Clackamas County, a political subdivisions of the State of Oregon ("County") on behalf of Department of Transportation and Development for the purposes of providing **Dump Truck Hydraulic Systems Upgrade**.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until the Work, described below, is completed or **September 30, 2019**, whichever is later. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work as described in RFP 2019-10 Dump Truck Hydraulic Systems Upgrade, issued March 11, 2019 and Addendum #1 issued March 25, 2019, attached and hereby incorporated by reference as **Exhibit "A."** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit "A", and the Contractor's Proposal and fees attached and hereby incorporated by reference as **Exhibit "B."** Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County's Representative for this contract is: Warren Gadberry.

III. COMPENSATION

- 1. PAYMENT.** The County agrees to compensate the Contractor on a Time and Material basis as detailed in this Contract per Exhibit B. The maximum compensation authorized under this Contract shall not exceed **Seven Hundred Eighty Thousand Two Hundred Ninety dollars (\$780,290.00)**.
- 2. TRAVEL EXPENSE REIMBURSEMENT.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 3. INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute ("ORS") 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at: Warren Gadberry at 902 Abernethy Road, Oregon City OR 97045 or via email at warrengad@clackamas.us.

IV. CONTRACT PROVISIONS

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. HAZARD COMMUNICATION. Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in

any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

C. Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. Service Warranty. Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor’s liability and County’s remedy under this services warranty are limited to Contractor’s prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract. Contractor shall provide and transfer to County all manufacturer’s warranties applicable to any equipment, goods, or materials included in this contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

16. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s)

which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

22. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

26. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of

which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

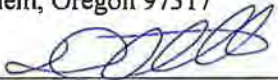
30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SIGNATURE PAGE FOLLOWS

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Pioneer Truckweld, Inc.
4355 Turner Road SE
Salem, Oregon 97317

Clackamas County



Authorized Signature

Board of County Commissions – Chair

Daniel Ugraschick / General Manager

Name / Title (Printed)

Recording Secretary

5/28/19

Date

Date

947482-91/DBC/ Oregon

Oregon Business Registry #

Approved as to Form:



County Counsel

5/28/19

Date

EXHIBIT A
RFP #2019-10 DUMP TRUCK HYDRAULIC SYSTEMS UPGRADE
AND
ADDENDUM #1



REQUEST FOR PROPOSALS #2019-10

FOR

Dump Truck Hydraulic System Upgrades

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Gary Schmidt
County Administrator**

**George Marlton
Procurement Division Director**

**Kim Randall
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: TUESDAY, APRIL 9, 2019

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued.....	March 11, 2019
Protest of Specifications Deadline.....	March 18, 2019, 5:00 PM, Pacific Time
Non-Mandatory Pre-Proposal Site Visit	March 22, 2019, 1:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	March 28, 2019, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	April 9, 2019, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

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**SECTION 1
NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, April 9, 2019** (“Closing”), to provide **Dump Truck Hydraulic System Upgrades**. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to procurement@clackamas.us.

A **Non-Mandatory Pre-Proposal Site Visit** to inspect trucks will be conducted on **March 22, 2019 at 1:00 PM**. Proposers shall meet with County representatives at the Clackamas County Roads Department located at 902 Abernethy Rd., Oregon City, OR 97045. Proposers will get briefed on the project, and will be able to inspect one (1) truck from each of the retrofit groups, and County Staff will be available to answer general questions. The inspection period is expected to last no more than two (2) hours.

Contact Information

Procurement Process and Technical Questions: Kim Randall at 503-742-5443 or via email at krandall@clackamas.us.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor who’s Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written

protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide Dump Truck Hydraulic System Upgrades to their existing fleet of a total of seventeen (17) trucks.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

The Clackamas County dump truck fleet was originally built with a gear pump hydraulic system with simple air over hydraulic valve operation for plow, hoist, and sander operations. The trucks were built from 2009 through 2017 and includes seventeen (17) units; 11- 12yd dump Freightliners and 6- 6yd dump Internationals. The County is looking for new parts with removal of old parts with installation of new parts.

3.3. SCOPE OF WORK

3.3.1. **Scope:**

Upgrade the County's existing dump and plow trucks with new closed center hydraulic systems and spreader controls that allow data collection of the vehicle location, control and record material applied to roads, plow position, and road temperature. Add power float valve to hydraulic system for plow blade save with adjustable cab control. All work will be performed with professionalism using high quality components, materials and workmanship. All wire connections will be crimped and sealed to eliminate corrosion, poor connections, and failures due to the climate and chemical elements that these trucks will be exposed to. All old parts removed from the vehicles will be property of the awarded vendor and who will be responsible for disposal, unless otherwise specified by the County Project Manager.

Many chassis modifications and replacement of parts will be required to complete the retrofit of listed equipment.

Any brand name or manufacturer's references used in this RFP are considered to be descriptive – not restrictive—and indicates the quality standards the County desires to purchase.

A. Hydraulic Controls:

10 Yard Hydraulics (listed brand or equivalent)

(Qty. 1) Danfoss PVG 100 (48 GPM) Single Acting Hoist Section

(Qty. 2) Danfoss PVG 32 (20 GPM) Double Acting Plow Up/Down and Left/Right

(Qty. 1) Auger (15 GPM)/Spinner (10 GPM)/Prewet (10 GPM)/Anti-Ice (15 GPM) Outlet Manifold

5 Yard Hydraulics (listed brand or equivalent)

Modular Manifold valve with Load Holding and Work Port Reliefs standard for each section:

(Qty. 1) Inlet Manifold Valve Block Auger (15 GPM)/Spinner (10 GPM)/Prewet (10 GPM)/Anti-Ice (15 GPM)

(Qty. 1) CCCS Brand Manifold Valve Section Hoist Section (35 GPM) Single Acting

(Qty. 1) CCCS Manifold Valve Section Plow Up/Down (14 GPM) Double Acting with built in Power Float (Blade Save) with In-Cab operator adjustable pressure setting. (Moray Jr)

(Qty. 1) CCCS Manifold Valve Section Plow Left/Right (14 GPM) Double Acting

B. For all Retrofit Systems:

Qty. 1) Four Port Quick Coupler Drain Manifold for Plow connections at front of truck.

Qty. 1) New pump driveline.

Hydraulic oil as necessary.

C. Dump Controls that are Floor Mounted and Adjustable:

1. The in-cab control system shall be a self-contained system with integrated plow control with circuit panel, optional spreader control and multi-axis (X,Y) proportional plow control joystick. The unit shall be tooled for pedestal mount or a padded. The system will include up to (3) 10 amp rate auxiliary switches and (2) 12 volt indicator lights protected with a 10 amp fuse.

2. The control lever must be a true joystick with multi-axis (X&Y) proportional control. The joystick shall be capable of proportional control of up to four (4) bi-directional valves using up to 8 independent PWM signals for:

a. A 4-function plow and a hoist (or hook) on one stick, or;

b. A 6-function plow (v-plow) and a hoist on one stick, or;

c. Two 4-function controls on one stick.

The lever must have safety trigger protection for hoist function. Control lever will include settable plow float function.

3. The controller must include integrated protection and diagnosis systems:

a) A system to help diagnose shorted or open circuits that are external to the controller;

b) A system that shuts down the output channels if a joystick fails.

4. User settable speed control for all hydraulic functions: the control system will allow the user to set the speed of each direction of motion on a PC for all hydraulic devices controlled by the joystick without modification to the hydraulic system.

5. The system must integrate with a spreader control system.

6. Wiring Design: For safety reasons, grounding or cutting any wire at any point between any valve coil and the controller must not cause any valve to actuate. One lead from each hydraulic valve coil must be wired to a common ground point. The system must supply pulsed +12 volt power to the other lead from each individual valve coil.

7. IP 68 rated Cables: all connections inside the hydraulic valve/electronic control junction box will be supplied integral with the control system. The outside of the cab harness will be IP 68 rated up to the valve coil connection. All connections will be labeled with appropriate descriptions for each connection to individual solenoids of the hydraulic actuating cylinders.

8. Integrated Accessory Control Switches: the system will include up to 4 switches and up to 4 warning indicator lights mounted in the controller. Each switch will handle 12v up to 10amp load and can be operated as on/off, momentary or on/off/on as needed.

D. Spreader Controls with Color Display: This is for all seventeen trucks to be retrofitted.

1. The spreader controller shall be capable of operating a spreader with auger/conveyor, spinner, pre-wetting system, and 3 boom anti-ice systems. Each function shall operate individually or simultaneously without additional controller hardware.
2. Spreader control system shall be capable of ground speed orientated Closed or Open Loop operation. Controller will be capable of spreading in lbs./mile (linear spreading) or lbs./lane mile (area spreading). The system controller shall be capable of ground speed oriented, closed or open loop spinner control. System shall provide a means for operator to reset and/or indicate current volume of liquid in anti-ice and pre-wet tank(s) as part of power-up routine. System shall display current liquid volume in tank(s) while pre-wet and/or anti-ice system is active. The system controller shall be capable of managing of up to three Anti-ice boom operations with individual boom selection in a single or dual tier arrangement.
3. The controller shall be capable of a temperature response that will automatically apply material in correlation to measured road temperature.
4. The controller shall include a load and rate calculation to set spreading rates and track remaining materials for all granular and liquid materials.
5. The controller shall include the capability of ground speed oriented control of a hydraulically driven, closed loop gate for a spreader body with a center conveyor.
6. Spreader controller shall have a single 7" Color TFT Display. Display shall be remotely mounted with adjustable swivel bracket. Display shall be capable of simultaneous display of Granular, Pre-Wet, and Anti-Ice application rates. Display shall also show other sensors (Temp, GPS, etc) as well as actual ground speed and all active alarms.
7. Spreader controller must provide "on-screen help" documentation of all main operating functions as well as on screen diagnostics for system issues. On-screen help shall be sufficient to enable users to operate the system by following the on screen instructions, without referring to the printed operations manual.
8. System shall alarm either audibly or visually for the following conditions: off rate, sensor failure, low liquid remaining, low liquid flow shutoff.
9. Material rates, granular or liquids shall be by toggle actuation (+/-). Toggle actuation shall cause the display to respond accordingly: The first toggle touch shall cause the display to show the current rate set point. The second toggle touch and all subsequent toggle actuations shall increase or decrease the current rate set point.
10. System shall provide up to 10 "supervisor settable" application rates in each of

granular, Anti-Ice, & Pre-Wet materials. Controller must provide the ability to name each material with up to five characters. Rate increments shall be individually settable for each material.

11. The controller shall offer multiple layers of access control to set up files:
 - a. "Factory standard" password protected access to operating functions and setup files;
 - b. Supervisor re-set capability for each password;
 - c. "Laptop computer only" access control for higher security.
12. The controller shall have a Blast feature that is capable of operating as: Latched On, Timed On or Momentary On. Blast is active only while operator is activating Blast switch and is disabled in absence of ground speed signal. The controller will default to the pass mode upon startup of the system to prevent spreading in the yard or shop.
13. Wiring Design: The system controller shall have one each from each hydraulic valve coil wired to a common ground point. The system must supply pulsed +12 volt power to the other lead for each individual valve coil. For safety reasons, grounding or cutting any wire at any point between any valve coil and the controller must not cause any valve to actuate.
14. The system shall include minimum rated IP68 connections for all "outside the cab" connections.
15. The spreader controller shall be capable of collecting time, date and location stamped events for all operating modes, errors and alarms, and for all material dispensed. Also the system shall be capable of recording digital or analog data that comes from up to 4 sensors (such as granular hopper level, gate height opening, granular material flow, plow position, hydraulic pressure, etc). The spreader control system shall be capable of collecting and storing position data directly from a compatible GPS antenna without additional hardware as well as collecting and storing temperature from a vehicle mounted temperature sensors (Road Watch or QTT brand).
16. Data Collection: System must contain at least 1 gigabyte of non-volatile memory on board and have capacity to store spreading data for a minimum of 224 days at 24 hours per day (5,376 continuous spreading hours).
17. Spreader control system must be capable of automatic downloading of data in a wireless fashion directly to a base station computer without an intermediate device; system must be capable of downloading data at a minimum of 1.5 megabits per second (mbps). System must be capable of storing downloaded data in a format that is compatible with the standard data input format for GIS systems ("shape file format").
18. Spreader control system must be able to output its data in a standard serial data stream format to any brand AVL system that is able to accept serial data.

E. General: County has a preference for mounting valve body between frame rails.

3.3.2. Work Schedule:

Time is of the essence for this project, and the County will give the awarded vendor a **maximum of 120 days** to complete the mentioned upgrades on all trucks after receiving the awarding contract. The vendor

will be allowed a maximum of two (2) trucks at any one time, and the specific truck availability will be determined by Clackamas County staff as to not cause hardship to the County work schedule and provide the vendor with a steady flow of trucks.

The awarded Contractor will be responsible for pickup and delivery of all trucks to and from the County truck shop located at 902 Abernethy Rd. Oregon City, OR 97045. The vendor will also be responsible for vehicle transportation during the warranty period and any other transportation costs as needed.

Warranty for parts, labor and workmanship will be for a minimum of 1 year for all trucks from completion of last truck delivered with the above upgrades.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date of execution for a **maximum of 120 days**.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample **Goods & Services Contract** for this RFP can be found at <http://www.clackamas.us/bids/terms.html>.

Goods & Services Contract (unless checked, item does not apply)

The following Insurance Requirements will be applicable.

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-20
Scope of Work	0-20
Projected Start Date and Forecasted Completion	0-35
Fees	0-25
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Demonstrate your firm's understanding of this project.
- Provide detailed information about the systems/brands/parts that your firm will propose for each retrofit.
- Describe options for mounting the valve body between the frame rails.

5.4. Project start and forecasted finish dates

- Provide a detail chart showing the project time-line and schedule for each truck to accomplish the project time-line as detailed in section 3.3.2 Work Schedule.

5.4. Fees (Complete the attached Fee Schedules)

Submit the provided Fee Schedules below.

Note: There are five (5) separate groups of trucks that are similar in detail of retrofit needs, in which each group has a minimum of two (2) trucks. Please complete the fee schedule for the requested retrofit for ONE truck in each group. The fees are to be **fixed fees** for each truck including all parts (including any shipping costs), labor, disposal of old parts and any transportation costs to transport trucks between the County facility and your facility.

Also note there are three (3) optional add-ons for each group. Providing quotes for these options in no way obligates the County to purchase beyond the base proposal.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. The County reserves the right to contact these references. Please note the required three references may not be from County staff, but additional references may be supplied.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
2019-10 Dump Truck Hydraulic System Upgrades

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative:

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

FEE SCHEDULE

There are five (5) groups of trucks. Please provide a fixed fee price for ONE truck in each group.

GROUP 1

5-yard dump trucks hydraulic system upgrade.

Total of six (6) 2009 International 7500 SBA 4X2 5-yard dump trucks:

Unit #'s

090344

090345

090346

090347

090348

090349

CHASSIS PREP

Remove the following items from chassis:

- Dump body and stow for reinstallation
- Hydraulic hoses, hydraulic tank, hydraulic valve and mount
- Hydraulic filter and mount, back of cab spreader control valve
- Floor mounted control tower
- Body stop air control
- Plow bumper, hydraulic pump and mount, Pitts clutch PTO, pump driveline
- Disposal of contaminated oil and old parts

Repair:

- Hole in back of cab “manual spreader control”
- Hole in floor “control tower”

CHASSIS UP-FIT

Provide and install new upgraded hydraulic system as requested:

- Valve / 35gallon tank combo side frame mount: truck hoist, plow up/down, plow angle, auger, spinner, prewet, anti-ice.
- Eaton 620 piston pump or equal: 90cc / 6ci, front mount 1.25” keyed shaft 4 bolt SAE “C” mount flange & pilot
- Cab controls, two joy sticks, floor mount/ electronic enclosure
- Power float for plow Moray JR or equal with cab control
- Color monitor Key Pad Spreader Control
- Cabling for upgraded valve, control tower, display, prewet and anti-ice
- Data collection equipment drive by Transmitter, GPS, proximity sensor for plow position, & road watch
- In-tank return filter and strainer

Plow bumper / pump mount:

- Relocate plow bumper to accommodate new pump and pump mount location
- Fabricate and locate custom pump mount for pressure compensated pump 4 bolt SAE “C” mount and pilot
- Provide new pump driveline

Valve mount

- Fabricate custom valve mount for new style hydraulic control valve and enclosure to mount between cab and front of body off set for A-Frame hoist mount

General:

- Build and replace all hoses for new hydraulic system sized appropriately to not inhibit function speed.
- Plow quick coupler drain manifold as per County approved couplers
- Body stop proximity switch

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ _____

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Sander cabling (Auger/Prewet) (does not include motor sensor or flow meter or installation).
Add \$
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$
- Henke plow parallel lift 15-gpm valve/manifold and hoses installation.
Add \$

GROUP 2

10-yard dump trucks hydraulic system upgrade.

Total of five (5) 2010 Freightliner M2 SBA 10-yard dump trucks:

Unit #'s

100410

100411

100412

100413

100414

CHASSIS PREP

Remove the following items from chassis:

- Dump body and stow for reinstallation
- Hydraulic hoses, hydraulic tank, hydraulic valve and mount
- Hydraulic filter and mount, back of cab spreader control valve
- Floor mounted control tower
- Body stop air control
- Plow bumper, hydraulic pump and mount, Pitts clutch PTO, pump driveline
- Disposal of contaminated oil and old parts

Repair:

- Hole in back of cab “manual spreader control”
- Hole in floor “control tower”

CHASSIS UP-FIT

Build and install Custom frame mount hydraulic tank

- 2.5” Suction port, # 24 return port, # 8 case drain port, # 8 power float return port, # 4 coupler pressure dump port, Low oil and temp gauge, strainer

Provide & install hydraulic system

- Valve PVG100/32 or equal: truck hoist, plow up/down, plow angle, auger, spinner, prewet, anti-ice
- Cab controls, two joy sticks floor mount/ electronic enclosure
- Power float for plow Moray JR or equal with cab control
- Color monitor Key Pad Spreader Control
- Eaton 620 piston pump or equal: 98cc / 6ci, front mount 1.25” keyed shaft 4 bolt SAE “C” mount flange and pilot
- Cabling for upgraded valve, control tower, display, prewet and anti-ice
- Data collection equipment: Drive by Transmitter, GPS, proximity sensor for plow position, & road watch

Valve mount

- Fabricate custom valve mount for new style hydraulic control valve and enclosure to mount between cab and front of body off set for A-Frame hoist mount

Plow bumper / pump mount

- Fabricate and locate custom pump mount for pressure compensated pump 4 bolt SAE “C” mount and pilot
- Provide new pump driveline

General

- Fabricate custom floor base on M2 cab to accommodate floor mount of new control pedestal
- Build and replace all hoses for new hydraulic system
- Plow quick coupler drain manifold
- Body stop proximity switch

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ _____

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Add on Sander cabling (Auger / Pre-wet M12) (does not include motor sensor, flow meter, or installation).
Add \$
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$
- Henke plow parallel lift 15-gpm valve/manifold installed.
Add \$

GROUP 3

10-yard dump trucks hydraulic system upgrade.

Total of two (2) 2015 Freightliner 114SD 10-yard dump trucks

Unit #'s

150417

150418

CHASSIS PREP

Remove the following items from chassis:

- Dump body and stow for reinstallation
- Hydraulic hoses, hydraulic tank, hydraulic valve and mount
- Hydraulic filter and mount, back of cab spreader control valve
- Floor mounted control tower
- Body stop air control
- Plow bumper, hydraulic pump and mount, Pitts clutch PTO, pump driveline
- Disposal of contaminated oil and old parts

Repair:

- Hole in back of cab “manual spreader control”
- Hole in floor “control tower”

CHASSIS UP-FIT

Build and install Custom frame mount hydraulic tank

- 2.5” Suction port, # 24 return port, # 8 case drain port, # 8 power float return port, # 4 coupler pressure dump port, Low oil and temp gauge, Strainer

Provide and install new upgraded hydraulic system

- Valve PVG100/32 or equal: truck hoist, plow up/down, plow angle, auger, spinner, prewet, anti-ice
- Eaton 620 piston pump or equal: 98cc / 6ci, front mount 1.25” keyed shaft 4 bolt SAE “C” mount flange and pilot
- Cab controls, two joy sticks floor mount/ electronic enclosure
- Power float for plow Moray JR or equal with cab control
- Color monitor Key Pad Spreader Control
- Cabling for upgraded valve, control tower, spread smart and display, prewet and anti-ice
- Data collection equipment: Drive by Transmitter, GPS, proximity sensor for plow position, & road watch

Valve mount

- Fabricate custom valve mount for new hydraulic control valve and enclosure to mount between cab and front of body off set for A-Frame hoist mount

Plow bumper / plow mount

- Relocate plow bumper to accommodate new pump and pump mount location
- Fabricate and locate custom pump mount for pressure compensated pump 4 bolt SAE “C” mount and pilot
- Provide new pump driveline

General

- Build and replace all hoses for new hydraulic system
- Plow quick coupler drain manifold
- Body stop proximity switch

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ _____

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Add on Sander cabling (Auger / Pre-wet M12) (does not include motor sensor, flow meter, or installation).
Add \$
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$
- Henke plow parallel lift 15-gpm valve/manifold installed.
Add \$

GROUP 4

10-yard dump trucks hydraulic system upgrade.

Total of Two (2) 2016 Freightliner 114SD SBA 10-yard dump trucks

Unit #'s

160419

160420

CHASSIS PREP

Remove the following items from chassis:

- Dump body and stow for reinstallation
- Hydraulic hoses, hydraulic tank, hydraulic valve and mount
- Hydraulic filter and mount, back of cab spreader control valve
- Floor mounted control tower
- Body stop air control
- Plow bumper, hydraulic pump and mount, Pitts clutch PTO, pump driveline
- Disposal of contaminated oil and old parts

Repair:

- Hole in back of cab “manual spreader control”
- Hole in floor “control tower”

CHASSIS UP-FIT

Build and install Custom frame mount hydraulic tank

- 2.5” Suction port, # 24 return port, # 8 case drain port, # 8 power float return port, # 4 coupler pressure dump port. Low oil and temp gauge, strainer

Provide and install upgraded hydraulic system

- Valve PVG100/32: truck hoist or equal, plow up/down, plow angle, auger, spinner, prewet, anti-ice
- Cab controls, two joy sticks floor mount/ electronic enclosure
- Power float for plow Moray JR or equal with cab control
- Color monitor Key Pad Spreader Control
- Eaton 620 piston pump or equal: 98cc / 6ci, front mount 1.25” keyed shaft 4 bolt SAE “C” mount flange and pilot
- Cabling for upgraded valve, control tower, spread smart and display, prewet and anti-ice
- Data collection equipment: Drive by Transmitter, GPS, proximity sensor for plow position, & road watch

Valve mount

- Fabricate custom valve mount for upgraded hydraulic control valve and enclosure to mount between cab and front of body off set for A-Frame hoist mount

Plow bumper / Pump mount

- Relocate plow bumper to accommodate new pump and pump mount location
- Fabricate and locate custom pump mount for pressure compensated pump 4 bolt SAE “C” mount and pilot
- Provide new pump driveline

General

- Build and replace all hoses for new hydraulic system
- Plow quick coupler drain manifold
- Body stop proximity switch

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ _____

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Add on Sander cabling (Auger/Prewet M12) (does not include motor sensor or flow meter or installation).
Add \$
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$
- Henke plow parallel lift 15-gpm valve/manifold and hoses installed.
Add \$

GROUP 5

10-yard dump trucks hydraulic system upgrade.

Total of two (2) 2017 Freightliner 114SD SBA 10-yard dump trucks

Unit #'s

170421

170422

Note: These two trucks already include a Cirus System hydraulic dump-bed controls.

CHASSIS UP-FIT

Cab and chassis work

- Remove and replace EZ –spread control with color monitor Key Pad Spreader Control.
- Data collection equipment: Drive by Transmitter, GPS, proximity sensor for plow position, & road watch
- Power float valve and hoses for plow Moray JR or equal with cab control.
- Add hydraulic hoses and fitting as required.
- Add Low oil and temp gauge to hydraulic tank if not already installed on truck.

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ _____

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Add on Sander cabling (Auger / Pre-wet M12) (does not include motor sensor, flow meter, or installation).
Add \$
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$
- Henke plow parallel lift 15-gpm valve/manifold installed.
Add \$



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2019-10
Dump Truck Hydraulic System Upgrade
ADDENDUM NUMBER #1
March 26, 2019

On March 11, 2019, Clackamas County (“County”) published Request for Proposals #2019-10 (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 3.3. SCOPE OF WORK, Item D, Spreader Controls with Color Display, Item 3: remove sentence in its entirety and replaced with:

The County prefers the system to be capable of temperature response that will automatically apply material in correlation to measured road temperature, but it will not be a requirement.

End of Addendum #1

EXHIBIT B
CONTRACTOR'S PROPOSAL AND FEES



April, 3rd 2019

Attn: Clackamas County Procurement Division

Pioneer Truckweld's general Background and Qualifications:

Pioneer Truckweld, Inc. (PTW) is a dump truck body and pup trailer manufacturer based in Salem, Oregon with a newly acquired installation facility in Toledo, Washington. PTW specializes in Class 7 and Class 8 dump truck body manufacturing and installation. PTW products are top tier quality, with unsurpassed expertise in dump truck applications. The expertise which comes with partnering with PTW, ensures that each dump truck application is tailored to each customer's specifications.

In April 2013, Pioneer Truckweld *A division of the Beall Corporation*, was purchased by SNF, Inc. Owned by Susan and Alfred Lee Finley, Fort Worth, TX. On July 1, 2013, we began operations under Pioneer Truckweld, Inc. Alfred Lee Finley remains the Owner of newly established S-Corporation, Pioneer Truckweld, Inc (PTW)

Daniel Urquhart is the General Manager of the Toledo, Washington PTW branch. Daniel brings with him the knowledge required to implement the Controls/Hydraulic Retrofit. Daniel has over 10 years of experience with Snow/Ice/Dump applications for Municipalities.

PTW has been involved with the ODOT 10yd., ODOT 5yd, ODOT 4x4, and ODOT Double dump contracts. Daniel was a key figure when ODOT decided to switch from Parker IQAN controls/Hydraulics to Cirrus Controls, and he has been involved ever since. PTW has consistently provided a robust and reliable installation of the Cirrus Controls/Hydraulics to ODOT for over 5 years.

PTW Representatives have visited Clackamas County and have reviewed the 17 trucks which are included in the scope of RFP2019-10. PTW Staff feel as though the retrofits, as detailed in the scope, are fully within their capabilities. PTW has experience with all the products required to complete the project and, work closely with Cirrus Controls to provide the best system possible. PTW has been notified that Cirrus has extended manufacturing lead times which currently extend the estimated start date to approximately half way through the contract period. PTW will do its best at maintaining the time-line as detailed on the attached time-line sheet.

PTW is a leading innovator in the dump equipment industry. The PTW staff strives for continuous improvement of our manufacturing and installation processes. PTW refuses to accept the status quo and pushes every day to be the best.

Scope Of work:

PTW supports Clackamas County's decision to retrofit their existing trucks to a more modern and robust controls/hydraulics system. Our firm has had experience with the outdated systems which Clackamas County is currently operating. Upgrading the systems allows for much more reliable control over each function. PTW does not go into this project blindly, we bring the knowledge and expertise that is required from a project of this size. Daniel Urquhart knows the necessary steps to successfully complete the project as timely as possible.

PTW intends on providing Cirus Controls and Hydraulics. Cirus will be providing the Controls for inside the truck cab, the control mounting hardware, the hydraulic control valve, the Hydraulic tank, hydraulic pump, and all the necessary cables for interconnecting components. The Cirus system is made up from matched components which provide a cohesive product overall. Having one supplier for the entirety of the system ensures that down time is minimized. The Cirus systems provide a great platform for all around Snow and Ice control while allowing for customization of specific needs.

PTW regularly installs Hydraulic control valves between the truck frame rails. We utilize the existing truck frame rails a necessary to provide to sturdiest mount possible. The Cirus control valve/tank combination provides its own specific challenges however, it is not too difficult within the scope of this project. We would fabricate bracketry as required to support the Cirus hardware. We will utilize four point, cushioned, upright spring mounting hardware to prevent stress cracking.

References:

Jeffrey Sawyer

Jeffrey.D.SAWYER@odot.state.or.us

ODOT Fleet Specifications

455 Airport Rd. SE, Bldg. K

Salem, OR 97301

503-986-2739

Doug Holley

doug.holley@greshamoregon.gov

City Of Gresham Publics works Field operations Supervisor.

1333 NW Eastman Parkway

Gresham, OR 97030

503-618-2930

Ted Mclean

tmclean@co.clatsop.or.us

Clatsop County Assistant Public Works Director

1100 Olney Ave.

Astoria, Oregon 97103

Office-503-325-8631

Cell- 503-791-2907

Truck #	Scope	Project Time Line Start Day	Project Time Line Finish Day
170421	2017 Truck, Upgrade Controls, Install Power Float,	60	64
170422	2017 Truck, Upgrade Controls, Install Power Float,	62	66
160419	2016 Truck, Replace controls and hydraulics with updated system	70	76
160420	2016 Truck, Replace controls and hydraulics with updated system	73	79
150417	2015 Truck, Replace controls and hydraulics with updated system	76	82
150418	2015 Truck, Replace controls and hydraulics with updated system	79	85
100410	2010 Truck, Replace controls and hydraulics with updated system	82	88
100411	2010 Truck, Replace controls and hydraulics with updated system	85	91
100412	2010 Truck, Replace controls and hydraulics with updated system	88	94
100413	2010 Truck, Replace controls and hydraulics with updated system	91	97
100414	2010 Truck, Replace controls and hydraulics with updated system	94	100
090344	2009 Truck, Replace controls and hydraulics with updated system	97	103
090345	2009 Truck, Replace controls and hydraulics with updated system	100	106
090346	2009 Truck, Replace controls and hydraulics with updated system	103	109
090347	2009 Truck, Replace controls and hydraulics with updated system	106	112
090348	2009 Truck, Replace controls and hydraulics with updated system	109	115
090349	2009 Truck, Replace controls and hydraulics with updated system	112	118

PROPOSAL CERTIFICATION
2019-10 Dump Truck Hydraulic System Upgrades

Submitted by: Pioneer Truckweld Inc. Salem, OR
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____

Oregon Business Registry Number 947485-91

Contractor's Authorized Representative:

Signature:  Date: 4/03/2019

Name: Daniel Urquhart Title: General Manager

Firm: Pioneer Truckweld Inc.

Address: 4355 Turner Rd. SE

City/State/Zip: Salem, OR 97317 Phone: (503) 585-9353

e-mail: durquhart@pioneertruckweld.com Fax: (503) 585-0908

Contract Manager:

Name Daniel Urquhart Title: General Manager

Phone number: (360) 864-4040

Email Address: durquhart@pioneertruckweld.com

FEE SCHEDULE

There are five (5) groups of trucks. Please provide a fixed fee price for ONE truck in each group.

GROUP 1

5-yard dump trucks hydraulic system upgrade.

Total of six (6) 2009 International 7500 SBA 4X2 5-yard dump trucks:

Unit #'s

090344

090345

090346

090347

090348

090349

CHASSIS PREP

Remove the following items from chassis:

- Dump body and stow for reinstallation
- Hydraulic hoses, hydraulic tank, hydraulic valve and mount
- Hydraulic filter and mount, back of cab spreader control valve
- Floor mounted control tower
- Body stop air control
- Plow bumper, hydraulic pump and mount, Pitts clutch PTO, pump driveline
- Disposal of contaminated oil and old parts

Repair:

- Hole in back of cab "manual spreader control"
- Hole in floor "control tower"

CHASSIS UP-FIT

Provide and install new upgraded hydraulic system as requested:

- Valve / 35gallon tank combo side frame mount: truck hoist, plow up/down, plow angle, auger, spinner, prewet, anti-ice.
- Eaton 620 piston pump or equal: 90cc / 6ci, front mount 1.25" keyed shaft 4 bolt SAE "C" mount flange & pilot
- Cab controls, two joy sticks, floor mount/ electronic enclosure
- Power float for plow Moray JR or equal with cab control
- Color monitor Key Pad Spreader Control
- Cabling for upgraded valve, control tower, display, prewet and anti-ice
- Data collection equipment drive by Transmitter, GPS, proximity sensor for plow position, & road watch
- In-tank return filter and strainer

Plow bumper / pump mount:

- Relocate plow bumper to accommodate new pump and pump mount location
- Fabricate and locate custom pump mount for pressure compensated pump 4 bolt SAE "C" mount and pilot
- Provide new pump driveline

Valve mount

- Fabricate custom valve mount for new style hydraulic control valve and enclosure to mount between cab and front of body off set for A-Frame hoist mount

General:

- Build and replace all hoses for new hydraulic system sized appropriately to not inhibit function speed.
- Plow quick coupler drain manifold as per County approved couplers
- Body stop proximity switch

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ 42,308

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Sander cabling (Auger/Prewet) (does not include motor sensor or flow meter or installation).

Add \$ 331

- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).

Add \$ 311

- Henke plow parallel lift 15-gpm valve/manifold and hoses installation.

Add \$ 2775

GROUP 2

10-yard dump trucks hydraulic system upgrade.

Total of five (5) 2010 Freightliner M2 SBA 10-yard dump trucks:

Unit #'s

100410

100411

100412

100413

100414

CHASSIS PREP

Remove the following items from chassis:

- Dump body and stow for reinstallation
- Hydraulic hoses, hydraulic tank, hydraulic valve and mount
- Hydraulic filter and mount, back of cab spreader control valve
- Floor mounted control tower
- Body stop air control
- Plow bumper, hydraulic pump and mount, Pitts clutch PTO, pump driveline
- Disposal of contaminated oil and old parts

Repair:

- Hole in back of cab “manual spreader control”
- Hole in floor “control tower”

CHASSIS UP-FIT

Build and install Custom frame mount hydraulic tank

- 2.5” Suction port, # 24 return port, # 8 case drain port, # 8 power float return port, # 4 coupler pressure dump port, Low oil and temp gauge, strainer

Provide & install hydraulic system

- Valve PVG100/32 or equal: truck hoist, plow up/down, plow angle, auger, spinner, prewet, anti-ice
- Cab controls, two joy sticks floor mount/ electronic enclosure
- Power float for plow Moray JR or equal with cab control
- Color monitor Key Pad Spreader Control
- Eaton 620 piston pump or equal: 98cc / 6ci, front mount 1.25” keyed shaft 4 bolt SAE “C” mount flange and pilot
- Cabling for upgraded valve, control tower, display, prewet and anti-ice
- Data collection equipment: Drive by Transmitter, GPS, proximity sensor for plow position, & road watch

Valve mount

- Fabricate custom valve mount for new style hydraulic control valve and enclosure to mount between cab and front of body off set for A-Frame hoist mount

Plow bumper / pump mount

- Fabricate and locate custom pump mount for pressure compensated pump 4 bolt SAE "C" mount and pilot
- Provide new pump driveline

General

- Fabricate custom floor base on M2 cab to accommodate floor mount of new control pedestal
- Build and replace all hoses for new hydraulic system
- Plow quick coupler drain manifold
- Body stop proximity switch

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ 48,390

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Add on Sander cabling (Auger / Pre-wet M12) (does not include motor sensor, flow meter, or installation).
Add \$ 331
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$ 311
- Henke plow parallel lift 15-gpm valve/manifold installed.
Add \$ 2775

GROUP 3

10-yard dump trucks hydraulic system upgrade.

Total of two (2) 2015 Freightliner 114SD 10-yard dump trucks

Unit #'s

150417

150418

CHASSIS PREP

Remove the following items from chassis:

- Dump body and stow for reinstallation
- Hydraulic hoses, hydraulic tank, hydraulic valve and mount
- Hydraulic filter and mount, back of cab spreader control valve
- Floor mounted control tower
- Body stop air control
- Plow bumper, hydraulic pump and mount, Pitts clutch PTO, pump driveline
- Disposal of contaminated oil and old parts

Repair:

- Hole in back of cab "manual spreader control"
- Hole in floor "control tower"

CHASSIS UP-FIT

Build and install Custom frame mount hydraulic tank

- 2.5" Suction port, # 24 return port, # 8 case drain port, # 8 power float return port, # 4 coupler pressure dump port, Low oil and temp gauge, Strainer

Provide and install new upgraded hydraulic system

- Valve PVG100/32 or equal: truck hoist, plow up/down, plow angle, auger, spinner, prewet, anti-ice
- Eaton 620 piston pump or equal: 98cc / 6ci, front mount 1.25" keyed shaft 4 bolt SAE "C" mount flange and pilot
- Cab controls, two joy sticks floor mount/ electronic enclosure
- Power float for plow Moray JR or equal with cab control
- Color monitor Key Pad Spreader Control
- Cabling for upgraded valve, control tower, spread smart and display, prewet and anti-ice
- Data collection equipment: Drive by Transmitter, GPS, proximity sensor for plow position, & road watch

Valve mount

- Fabricate custom valve mount for new hydraulic control valve and enclosure to mount between cab and front of body off set for A-Frame hoist mount

Plow bumper / plow mount

- Relocate plow bumper to accommodate new pump and pump mount location
- Fabricate and locate custom pump mount for pressure compensated pump 4 bolt SAE "C" mount and pilot
- Provide new pump driveline

General

- Build and replace all hoses for new hydraulic system
- Plow quick coupler drain manifold
- Body stop proximity switch

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ 48,390

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Add on Sander cabling (Auger / Pre-wet M12) (does not include motor sensor, flow meter, or installation).
Add \$ 331
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$ 311
- Henke plow parallel lift 15-gpm valve/manifold installed.
Add \$ 2775

GROUP 4

10-yard dump trucks hydraulic system upgrade.

Total of Two (2) 2016 Freightliner 114SD SBA 10-yard dump trucks

Unit #'s

160419

160420

CHASSIS PREP

Remove the following items from chassis:

- Dump body and stow for reinstallation
- Hydraulic hoses, hydraulic tank, hydraulic valve and mount
- Hydraulic filter and mount, back of cab spreader control valve
- Floor mounted control tower
- Body stop air control
- Plow bumper, hydraulic pump and mount, Pitts clutch PTO, pump driveline
- Disposal of contaminated oil and old parts

Repair:

- Hole in back of cab “manual spreader control”
- Hole in floor “control tower”

CHASSIS UP-FIT

Build and install Custom frame mount hydraulic tank

- 2.5” Suction port, # 24 return port, # 8 case drain port, # 8 power float return port, # 4 coupler pressure dump port. Low oil and temp gauge, strainer

Provide and install upgraded hydraulic system

- Valve PVG100/32: truck hoist or equal, plow up/down, plow angle, auger, spinner, prewet, anti-ice
- Cab controls, two joy sticks floor mount/ electronic enclosure
- Power float for plow Moray JR or equal with cab control
- Color monitor Key Pad Spreader Control
- Eaton 620 piston pump or equal: 98cc / 6ci, front mount 1.25” keyed shaft 4 bolt SAE “C” mount flange and pilot
- Cabling for upgraded valve, control tower, spread smart and display, prewet and anti-ice
- Data collection equipment: Drive by Transmitter, GPS, proximity sensor for plow position, & road watch

Valve mount

- Fabricate custom valve mount for upgraded hydraulic control valve and enclosure to mount between cab and front of body off set for A-Frame hoist mount

Plow bumper / Pump mount

- Relocate plow bumper to accommodate new pump and pump mount location
- Fabricate and locate custom pump mount for pressure compensated pump 4 bolt SAE “C” mount and pilot
- Provide new pump driveline

General

- Build and replace all hoses for new hydraulic system
- Plow quick coupler drain manifold
- Body stop proximity switch

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ 48,390

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Add on Sander cabling (Auger/Prewet M12) (does not include motor sensor or flow meter or installation).
Add \$ 331
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$ 311
- Henke plow parallel lift 15-gpm valve/manifold and hoses installed.
Add \$ 2775

GROUP 5

10-yard dump trucks hydraulic system upgrade.

Total of two (2) 2017 Freightliner 114SD SBA 10-yard dump trucks

Unit #'s

170421

170422

Note: These two trucks already include a Cirus System hydraulic dump-bed controls.

CHASSIS UP-FIT

Cab and chassis work

- Remove and replace EZ –spread control with color monitor Key Pad Spreader Control.
- Data collection equipment: Drive by Transmitter, GPS, proximity sensor for plow position, & road watch
- Power float valve and hoses for plow Moray JR or equal with cab control.
- Add hydraulic hoses and fitting as required.
- Add Low oil and temp gauge to hydraulic tank if not already installed on truck.

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ 16,420

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Add on Sander cabling (Auger / Pre-wet M12) (does not include motor sensor, flow meter, or installation).
Add \$ 331
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$ 311
- Henke plow parallel lift 15-gpm valve/manifold installed.
Add \$ 2775