



AGENDA

Thursday, March 28, 2013 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2013-17

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance
- Approval of Order of Agenda

II. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the hearing. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

III. DISCUSSION ITEMS *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)*

~NO DISCUSSION ITEMS SCHEDULED

IV. CONSENT AGENDA *(The following items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Study Session. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Department of Transportation & Development

1. Approval of Amendment No. 1 to Supplemental Project Agreement No. 27738 between Clackamas County and the Oregon Department of Transportation to Retrofit the Canby Ferry (MJ Lee) Hydraulic Drive System and convert to an Electric System

B. Department of Employee Services

2. Approval of the Renewal of Service Agreement with Kaiser Foundation Health Plan of the Northwest for the 2013 Plan Year
3. Approval of the Administrative Services Agreement with Oregon Dental Services (ODS) for the 2013 Plan Year

C. Elected Officials

4. Approval of Previous Business Meeting Minutes – BCC

- 5 2. Request by the Clackamas County Sheriff's Office to Accept Grant Funds and Enter into an Intergovernmental Agreement with the Oregon Department of Transportation for Clackamas Speed and DWS Overtime Enforcement - ccso

V. WATER ENVIRONMENT SERVICES

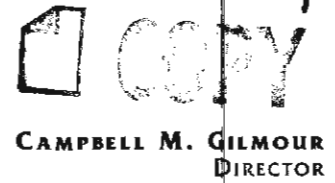
- 6 1. Approval of an Agreement for Construction Services between Tri-City Service District and Northwest Metal Fab & Pipe, Inc. for the Tri-City Service District Water Pollution Control Plant Waste Gas Incinerator Replacement Project

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library In Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

<http://www.clackamas.us/bcc/business.html>



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

March 28, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of Amendment Number 01 to Supplemental Project Agreement
No. 27738 between Clackamas County and the Oregon Department of
Transportation to Retrofit the Canby Ferry (M.J. Lee) Hydraulic Drive
System and Convert to an Electric System**

Purpose/Outcomes	This Supplemental Project Agreement Amendment will provide additional funding for the retrofit of the Canby Ferry (M.J. Lee) hydraulic drive system.
Dollar Amount and Fiscal Impact	This amendment increases the total estimated cost of the project from \$1,300,000 to \$1,750,000. The additional \$400,000 comes from the Ferry Boat Discretionary Program and increases the County Road Fund Match from \$300,000 to \$350,000.
Funding Source	Ferry Boat Discretionary Program (FBDP): \$1,400,000 (increased from \$1,000,000) County Road Fund Match: \$350,000 (increased from \$300,000)
Safety Impact	The existing hydraulic components are heavily worn and have begun experiencing minor leaks that require frequent and costly repairs. These repairs cause the Ferry to close resulting in longer travel time for the public and leaks have the potential to damage the ecosystem of the Willamette River.
Duration	Terminates upon completion of the Project and final payment or ten (10) calendar years following the date of original IGA execution (08/25/11), whichever is sooner.
Previous Board Action	03/27/08: ODOT/County Local Agency Certification Master Agreement No. 24688 executed. 08/11/11: ODOT/County Supplemental Project Agreement No. 27738 executed.
Contact Person	Joel Howie, Project Manager – DTD Engineering 503-742-4658

BACKGROUND:

The Canby Ferry connects the communities of Wilsonville and Canby across the Willamette River in Clackamas County. The Ferry provides an important link between Holly Street in Canby and Mountain Road in Wilsonville and as such is part of the county's transportation system. As part of the Ferry Boat Discretionary Program (FBDP), Clackamas County is eligible to receive funding to retrofit the current Canby Ferry hydraulic drive system and convert the system to electric. An electric system will alleviate the risk of hydraulic leaks and be quieter and more reliable for travelers.

The additional funds included in this amendment are required to cover the higher cost of the awarded bid for the ferry retrofit. The original estimate for retrofitting the boat was

approximately \$1,000,000. However, the lone construction bid received and awarded for the retrofit was \$1,693,410, requiring the additional \$400,000 in funding.

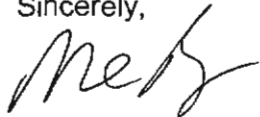
Clackamas County is currently participating in the Local Agency Certification Program addressed in the Master Agreement (No. 24688). Through this program, the County and State may enter into and amend this Supplemental Project Agreement (No. 27738). This Supplemental Agreement allows the County to retrofit the Canby Ferry hydraulic drive system and convert the system to electric. This project is one of the required test projects for Local Agency Certification.

This IGA has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approves Amendment Number 01 to Supplemental Project Agreement No. 27738 with the Oregon Department of Transportation for the retrofit of the Canby Ferry (M.J. Lee) hydraulic drive system.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Bezner".

Mike Bezner, PE
Transportation Engineering Manager

AMENDMENT NUMBER 01
Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Agreement No. 27738
and
FERRY BOAT DISCRETIONARY PROGRAM
Canby (M.J. Lee) Ferry Propulsion System Retrofit
Clackamas County

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **Clackamas County**, acting by and through its elected officials, hereinafter referred to as "County," entered into an Agreement on August 25, 2011. Said Agreement covers the retrofit of the current Canby Ferry hydraulic drive system and converts the system to electric.

It has now been determined by State and County that the Agreement referenced above shall be amended to increase Ferry Boat Discretionary Funds. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:

2. The total estimated cost of the Project is \$1,300,000, which is subject to change.

Shall be deleted in its entirety and replaced with the following:

2. The total estimated cost of the Project is \$1,750,000, which is subject to change.

TERMS OF AGREEMENT, Paragraph 3, Page 2, which reads:

3. The Project shall be conducted as a part of the Ferry Boat Discretionary Program (FBDP) under Title 23, United States Code. FBDP funds for this Project shall be limited to \$1,000,000. The Project will be financed with FBDP funds at the maximum allowable federal participating amount, with County providing the match and any non-participating costs, including all costs in excess of the available federal funds.

Shall be deleted in its entirety and replaced with the following:

3. The Project shall be conducted as a part of the Ferry Boat Discretionary Program (FBDP) under Title 23, United States Code. FBDP funds for this Project shall be limited to \$1,400,000. The Project will be financed with FBDP funds at the maximum allowable federal participating amount, with County providing the match and any non-participating costs, including all costs in excess of the available federal funds.

County/State
Agreement No. 27738-01

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

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

This Project is in the 2012-2015 Statewide Transportation Improvement Program, (Key #17563) that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

Signature page to follow

County/State
Agreement No. 27738-01



CLACKAMAS COUNTY, acting by and through its Elected Officials

By _____
Chair

Date _____

By _____
Recording Secretary

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
County Legal Counsel

Date _____

County Contact:
Joel Howie, Civil Engineering Supervisor
Clackamas County
150 Beaver Creek Road
Oregon City, OR 97045
503-742-4658
JHowie@co.clackamas.or.us

State Contact:
Mahasti V. Hastings
Local Agency Liaison
123 NW Flanders Street
Portland, OR 97209
503-731-8595
mahasti.v.hastings@odot.state.or.us

STATE OF OREGON, acting by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/
Chief Engineer

Date _____

By _____
Active Transportation Section Manager

Date _____

By  _____
Region 1 Manager

Date 2/28/13

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____



2

NANCY DRURY
DIRECTOR

DEPARTMENT OF EMPLOYEE SERVICES

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

March 28, 2013

Board of Commissioners
Clackamas County

Members of the Board

Renewal of service agreement with Kaiser Foundation Health Plan of the Northwest for the Period of January 1, 2013 through December 31, 2013

Purpose/Outcome	The attached face sheets update the service agreement between Clackamas County and Kaiser Foundation Health Plan of the Northwest. These face sheets describe the agreement and premiums negotiated with Kaiser for medical, vision, prescription drug and dental coverage for the 2013 plan year. The purpose of placing the face sheets on the agenda is to obtain the Chair's signature prior to recording the complete and official documents.
Dollar Amount and Fiscal Impact	The expected cost over the course of the service agreement plan year is \$8,932,518. The dollar amounts paid to Kaiser are amounts budgeted during the annual budget process.
Funding Source	Funding comes from County departments and employees as payroll deductions, from retirees and COBRA participants and from other agencies contracting through the County for benefits administration.
Safety Impact	Supports medical health and benefits for employees.
Duration	January 1, 2013 – December 31, 2013
Previous Board Action/Review	The renewal premiums were reviewed and approved by the Board of County Commissioners at their October 23, 2012 Study Session.
Contact Person	Carolyn Williams, Benefits Manager- Department of Employee Services, Risk and Benefits Division - 503-742-5470

BACKGROUND:

Each year at renewal time, Kaiser provides the County with the contract changes for the following plan (calendar) year. These contract changes are reviewed and approved where necessary by the Benefits Review Committee and reviewed with the Board of County Commissioners in a study session. Kaiser submits the contracts for approval to the State of Oregon which may take several months.

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The Benefits Review Committee has the authority and responsibility for reviewing, developing and designing medical, dental, life and disability insurance programs for nonrepresented employees and employees of the member unions. The Committee may also review and make recommendations to the Board of County Commissioners regarding other benefit plans and issues.

The Benefits Review Committee was established by agreement between the Board of County Commissioners and the following collective bargaining groups: AFSCME-CCOM, AFSCME-DTD, AFSCME-Utilities, Employee's Association, Housing Authority Employee's Association and FOPPO.

Due to the length of the contract documents, complete sets are on file at the Department of Employee Services. County Counsel has approved the face sheets and service agreement.

RECOMMENDATION:

Approve the changes to the service agreement with Kaiser Foundation Health Plan of the Northwest for 2013 plan year.

Respectfully submitted,

A handwritten signature in cursive script that reads "Carolyn Williams".

Carolyn Williams
Benefits Manager



NANCY DRURY
DIRECTOR

DEPARTMENT OF EMPLOYEE SERVICES

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

March 28, 2013

Board of Commissioners
Clackamas County

Members of the Board

Approval of the Administrative Services Agreement with Oregon Dental Service (ODS) for Claims Administration of the self-insured dental plan for the period January 1, 2013 through December 31, 2013.

Purpose/Outcome	The Administrative Services Agreement with Oregon Dental Service (ODS) for Claims Administration of the self-insured dental plan provides formal approval of the agreement negotiated with ODS for administration of the County's self-insured dental plan for the 2013 plan year.
Dollar Amount and Fiscal Impact	For 2013, the administration fee increased from \$5.91 per employee per month to \$6.02 per month. The expected annual cost is \$89,361.
Funding Source	The administration fee is included in the premiums that are paid into the self-insurance fund from the operating budgets of County departments, by retirees and COBRA participants and by outside agencies contracting with the County to provide benefits administration.
Safety Impact	Supports dental health and benefits for employees.
Duration	January 1, 2013 to December 31, 2013
Previous Board Action/Review	Renewal premium was reviewed and approved by the Board of County Commissioners at their October 23rd, 2012 Study Session.
Contact Person	Carolyn Williams, Benefits Manager- Employee Services Risk and Benefits Division - 503-742-5470

BACKGROUND:

Each year at renewal time, ODS provides the County with the contract changes for the following contract (calendar) year. These contract changes are reviewed and approved where necessary by the Benefits Review Committee and by the Board of County Commissioners in a study session. It is not until several months before the actual contract documents are provided by ODS.

The Benefits Review Committee has the authority and responsibility for reviewing, developing and designing medical, dental, life and disability insurance programs for nonrepresented employees and employees of the member unions. The Committee may also review and make recommendations to the Board of County Commissioners regarding other benefit plans and issues.

The Benefits Review Committee was established by agreement between the Board of County Commissioners and the following collective bargaining groups: AFSCME-CCOM, AFSCME-DTD, AFSCME-Utilities, Employee's Association, Housing Authority Employee's Association and FOPPO.

Clackamas County has self-funded dental insurance for the benefit of employees and former employees and contracts with Oregon Dental Service to provide claims administration and related services.

Due to the length of the contract documents, complete sets are on file at the Department of Employee Services. County Counsel has approved the administrative services agreement.

RECOMMENDATION:

Approve the Administrative Services Agreement with Oregon Dental Service for the 2013 plan year.

Respectfully Submitted,



Carolyn Williams
Benefits Manager, Employee Services



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

March 28, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to Accept Grant Funds and enter into an Intergovernmental Agreement with the Oregon Department of Transportation for Clackamas Speed and DWS Overtime Enforcement

Purpose/Outcome	Enhance multi-unit traffic enforcement to provide enhanced Speed Enforcement and Driving While Suspended Identification and enforcement using Automated License Plate Reader vehicles.
Dollar Amount and Fiscal Impact	The grant provides up to \$50,000 to pay overtime. We supply \$20,000 of match in straight time hrs. dedicated to the same traffic enforcement activity.
Funding Source	Oregon Dept. of Transportation - no County General Funds are involved.
Safety Impact	The grant funds will be used to target speed enforcement and driving while suspended drivers to improve safety of all drivers on Clack. County roads.
Duration	Effective upon signature and terminates on September 30, 2013
Previous Board Action/Review	None.
Contact Person	John Naccarato, Motors Unit Sergeant -- office 503-785-50292
Contract No.	SC-13-35-05 CCS

BACKGROUND:

The Clackamas Speed and DWS Overtime Enforcement grant will provide enhanced multi-unit traffic enforcement to the Clackamas County Sheriff's Office Traffic Team to provide enhanced Speed Enforcement and Driving while Suspended identification and enforcement using Automated License Plate Reader (ALPR) vehicles. The Sheriff's Office has two ALPR vehicles having the capability to store and identify vehicle license plates associated to Suspended Drivers. Identification and removal of these drivers through the use of the APLR units is highly beneficial to Oregon's traffic safety goals.

This grant provides up to \$50,000 of funding for overtime costs to perform the designated traffic enforcement activities. Approval to apply for these funds was received by Steve Wheeler on January 28, 2013.

RECOMMENDATION:

Staff recommends the Board approve this grant and authorizes Craig Roberts, Sheriff to sign on behalf of Clackamas County.

Respectfully submitted,


Matt Ellington, Undersheriff

RECEIVED

FEB 01 2013



OREGON DEPARTMENT OF TRANSPORTATION
Transportation Safety Division

GRANT PROJECT APPLICATION

Project No: SC-13-35-05 CCS

Project Name: Clackamas Speed and DWS Overtime Enforcement

Answer each question in the boxes provided. Answer each question completely and according to the instructions in *Italics*. All fields are required.

I. Project Description

This project will provide enhanced multi-unit traffic enforcement to the Clackamas County Sheriff's Office Traffic Team to provide enhanced Speed Enforcement and Driving while Suspended identification and enforcement (using ALPR vehicles).

This grant has very specific minimum hourly enforcement performance and eCitation software use requirements. Specifics are noted in objectives and proposed activities.

II. Problem Statement

- A. Describe the problem(s) this project will try to impact:
(Describe the problem(s) you intend to impact with this grant.)

Between 2007 and 2011, there were 131 Fatal Crashes, which killed a total of 144 people on Clackamas County Roadways. Over 13,200 people were injured (1200 of those sustained major injury). Speed, Following too close, Right of Way, Lane Use, Improper Turns and Fail to Obey Traffic Control Device, Driver Inattention / Distraction violations are the largest contributor to these crash issues. Additionally, in Oregon there are over 530,000 vehicles registered that have at least one suspended owner.

Clackamas County has a significant number of criminal and violation level suspended drivers who continue to drive.

- B. Provide summary data about the problem(s):
(Give summary data regarding the problem as it exists in your jurisdiction.)

2007-2011, 144 people were killed and over 13,200 people were injured in traffic crashes in Clackamas County.

- C. List current activities and associated agencies already involved in solving the problem(s):
(Include all related activities and agencies involved. If you have a current project, list the objectives of that project and progress in achieving them.)

The Clackamas County Sheriff's Office has a dedicated traffic safety unit and that unit has been at the leading edge of technology. Through innovations, command support and out-of-the-box thinking they have come up with non-traditional ways to make a difference in some of Oregon's primary traffic safety problems while providing statewide leadership and vision to other police agencies. They have 2 ALPR units in use today. These units now have the capability to store and identify vehicle plates associated to Suspended Drivers. Identification and removal of these drivers through the use of the ALPR units is highly beneficial to Oregon's traffic safety goals.

III. Objectives

(Describe quantifiable products or outcomes that address those problems identified in Section II that should result from the proposed activities. Normally at least three very specific objectives should be given and each should include beginning and ending date.

The following are examples:

"To increase safety belt usage in (funded jurisdiction) from 85% to 90% by September 30, 2004, with the use rate determined by conducting observed use surveys."

"To reduce nighttime fatal and injury crashes occurring in (funded jurisdiction) by 20% from 60, the average for the 1998-2001 period, to 48 during the 12-month period starting October 1, 2003, and ending September 30, 2004."

"To provide intensive probation supervision to a minimum of 30 additional persons convicted of DUII in (funded jurisdiction) by making at least three face-to-face contacts with each person weekly from October 1, 2003, through September 30, 2004."

"To complete an evaluation by July 1, 2004, to determine if using photo radar will lead to a significant reduction in fatal and injury traffic crashes in that location."

	Start Date	End Date	Objective
1.	1/15/2013	9/30/2013	After grant is signed and before the first overtime detail is scheduled, hold a meeting with all traffic team members and ODOT program manager to go over the grant requirements, review reportbeam tactical zones are setup in system if needed, ensure that DWS OT and Speed OT tactical zones are setup and used by deputies for all enforcement under these grants. All warnings written while working overtime must be written warnings and attached to the appropriate tactical zone by every deputy working overtime.
2.	1/15/2013	9/30/2013	A minimum of 7 grant-funded, Multi-Unit overtime missions must be pre-planned. If possible, communicate in advance with TSD program manager. 4 of these must be specifically dedicated to speed enforcement as the primary goal. 3 must be dedicated to suspended driving enforcement using BOTH ALPR cars if available.
3.	1/15/2013	9/30/2013	At least 50% of the total grant funds must be spent by July 1st, 2013. Ensure the project plan accounts for this requirement.
4.	1/15/2013	9/30/2013	This grant requires a high level of enforcement activity. The goal is to achieve at least 4 written citations / written warnings per hour of overtime worked. Unless there is equipment failure, all Citations while working overtime must be issued using e-citation software with the appropriate tactical zone selected. All warnings must be issued using eCitation software with appropriate tactical zones selected by all deputies working enforcement overtime.

IV. Proposed Activities

A. Major Activities

(List major activities to be carried out to achieve objectives stated in Section III above. List the start and end date for each activity, and include in your description what will be done, who will do it, and who will be affected.)

	Start Date	End Date	Activity
1.	1/15/2013	9/30/2013	See Objective # 1

2.	1/15/2013	9/30/2013	See Objective # 2
3.	1/15/2013	9/30/2013	See Objective # 3
4.	1/15/2013	9/30/2013	See Objective # 4

Plans for sharing the project activities with others:

This project is specific to the Clackamas County Traffic Team and requires the use of eCitation Software for Citation and Written warning issuance along with the use of both ALPR units (where possible).

B. Coordination

(List the groups and agencies with which you will be cooperating to complete the activities of the project. Explain how you will be working together. In those projects not requiring the involvement of other agencies, a statement justifying the ability of the applicant to carry out the project independently should be included.)

Is coordination with outside agencies or groups required? If **yes**, check here:

1) If you checked the box above, please fill in the following. Otherwise skip to item 2) below:

Name/role of groups and agencies involved:

--

2) Fill this if you did not check the box above:

Ability to complete the project independently:

The Clackamas County Traffic Team has the ability to complete the grant requirements.

C. Continuation

Plans to continue the project activities after funding ceases:

These are one-time project funds.

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V. Evaluation Plan

A. Evaluation Questions

(You will be reporting on your objectives in your Project Evaluation. At a minimum each objective should be rephrased as an evaluation question. For example, what percentage of the public in (funded jurisdiction) wears a safety belt? What percentage increase is this? Add questions that demonstrate expected or potential impact of the project on the state or jurisdiction's traffic safety environment. Avoid yes/no evaluation questions.)

	Evaluation Question
1.	Did you hold 3 separate DWS Enforcement Details? Provide enforcement report listing total DWS Violations, Total DWS Misdemeanors and Total DWS Felony DWS drivers contacted/removed from Oregon roads during OT missions.
2.	Did you hold 4 separate Multi-Unit Speed Enforcement Details? How many Total Speed Citations were issued using this overtime? Provide summary report of other citations issued.
3.	Was at least 50% of the grant spent by July 1st, 2013? Were you able to use all of the allocated grant funds by 9/30/13?
4.	Did you ensure that Speed OT and DWS OT were created as tactical zones and that deputies selected the appropriate zones when working OT for citations and warnings issued under the grant?

B. Data Requirements

1. Data to be collected: The Data Table presented as Exhibit A will be submitted with required quarterly reports.

2. Data System

Describe how the data will be collected, stored, and tabulated:

Create Tactical Zone for each type of OT detail (Example: DWS OT and Speed OT) and ensure deputies are advised to select those on the officer notes page when working OT to ensure quick/accurate reports - All Warnings should be written.

C. Evaluation Design

Describe how the data will be analyzed:

TSD will analyze the data to determine impact and design future strategies.

- D. Project Evaluation Preparation
A Project Evaluation Report will be submitted to TSD following the requirements given in the Agreements and Assurances.

VI. Grant Project Budget Summary

- A. List of major budget items:

Overtime Enforcement: \$50,000 Match \$20,000
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- B. Budget Allotment

The agency named in this document hereby applies for \$50,000.00 in Transportation Safety funds to be matched with \$20,000.00 in funds from source Straight Time Enforcement to carry out a traffic safety project described in this document.

VII. Budget and Cost Sharing

(Complete Form 737-1003 Budget and Cost Sharing. You may attach one page to explain specific requests. If you are applying for a multiple-year grant, you must include a separate budget for each year for which you are requesting funding.)

VIII. Exhibits

- A. Exhibit A: Data Table
(To be developed at a later date.)
- B. Exhibit B: Job Descriptions
(Provide copy of job descriptions of all positions assigned to the project 500 hours or more paid with grant funds.)
- C. Exhibit C: Contracts or Service Agreements
(Provide signed copies of any contracts or other service agreements that are entered into by the grantee as part of this project. These shall be reviewed by TSD to determine whether the work to be accomplished is consistent with the objectives of the project. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in the Agreements and Assurances.)

IX. Agreements and Assurances

(READ, sign and attach to the grant project application.)

X. Approval Signatures

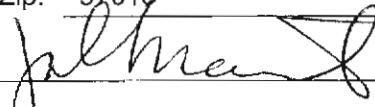
I have read and understand the Agreements and Assurances stipulating the conditions under which the funds for which are being applied will be available and can be utilized. **The agency named in this document is prepared to become a recipient of the funds should the grant funds be awarded.**

A. Agency Information

Agency Name*: Clackamas County Sheriff's Office
Street Address: 9101 Sunnybrook Blvd.
City: Clackamas
State: OR
Zip: 97015

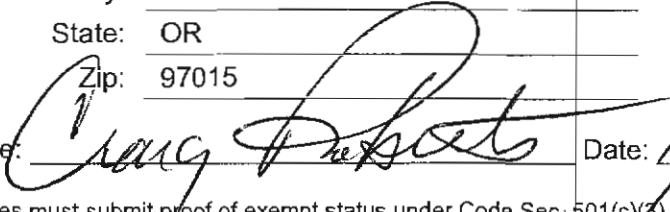
B. Project Director

First Name: John Last Name: Naccarato
Title: Sergeant Email: johnnac@co.clackamas.or.us
Phone: (503) 655-8824 Fax: (503) 353-8060
Street Address: 9101 Sunnybrook Blvd.
City: Clackamas
State: OR
Zip: 97015

Signature:  Date: 01/10/13

C. Authorizing Official of Agency Completing Application

First Name: Craig Last Name: Roberts
Title: County Sheriff Email: craigrob@co.clackamas.or.us
Phone: (503) 655-8220 Fax: (503) 353-8060
Street Address: 9101 Sunnybrook Blvd.
City: Clackamas
State: OR
Zip: 97015

Signature:  Date: 1/29/13

*Non-profit agencies must submit proof of exempt status under Code Sec. 501(c)(2)

Mail signed copies to: Oregon Dept. of Transportation
Transportation Safety Division, MS 3
4040 Fairview Industrial Drive SE
Salem, OR 97302-1142

Email completed electronic copy to your TSD Program Manager.

ODOT GRANT BUDGET AND COST SHARING

Project Number: Clackamas Speed and DW

			TSD FUNDS	MATCH	TOTAL
6. Other Project Costs					
A. Travel In-State	\$	-	\$0.00	\$0.00	\$0.00
B. Travel Out-of-State (specify)****:	\$	-	\$0.00	\$0.00	\$0.00
C. Office Expenses (supplies, photocopy, telephone, postage)	\$	-	\$0.00	\$0.00	\$0.00
D. Other Costs (specify):					
1.) _____	\$	-			
2.) _____	\$	-			
3.) _____	\$	-			
4.) _____	\$	-			
5.) _____	\$	-			
	\$	-	\$0.00	\$0.00	\$0.00
7. Consultation/Contractual Services **					
A. _____	\$	-			
B. _____	\$	-			
Consult Total	\$	-	\$0.00	\$0.00	\$0.00
8. Mini-Grants ***					
	<u>TSD</u>	<u>Match</u>			
A. _____	\$	-			
B. _____	\$	-			
C. _____	\$	-			
D. _____	\$	-			
E. _____	\$	-			
F. _____	\$	-			
G. _____	\$	-			
H. _____	\$	-			
Subtotals	\$	-	\$0.00	\$0.00	\$0.00
TOTAL			\$50,000.00	\$20,000.00	\$70,000.00

COST SHARING BREAKDOWN

1. TSD Funds	\$ 50,000.00	71%
2. Match: State		
3. Match: Local	\$ 20,000.00	29%
4. Match: Other (specify)		
a.) _____		
b.) _____		
c.) _____		
5. TOTAL COSTS	\$ 70,000.00	100%

Budget Comments:

*** Job descriptions for all positions assigned to grant for 500 hours or more must be included in Exhibit B.

** TSD approval required prior to expenditures.

FFY Agreements and Assurances

Failure to comply with applicable Federal statutes, regulations and directives may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

Each fiscal year the State will sign these Certifications and Assurances that the State complies with all applicable Federal statutes, regulations, and directives in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but not limited to, the following:

- o 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended;
- o 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- o 23 CFR Chapter II - (§§1200, 1205, 1206, 1250, 1251, & 1252) Regulations governing highway safety programs
- o NHTSA Order 462-6C - Matching Rates for State and Community Highway Safety Programs
- o Highway Safety Grant Funding Policy for Field-Administered Grants

Certifications and Assurances

Section 402 Requirements (as amended by Pub. L. 112-141)

The Governor is responsible for the administration of the State highway safety program through a State highway safety agency which has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program (23 USC 402(b) (1) (A));

The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation (23 USC 402(b) (1) (B));

At least 40 per cent of all Federal funds apportioned to this State under 23 USC 402 for this fiscal year will be expended by or for the benefit of the political subdivision of the State in carrying out local highway safety programs (23 USC 402(b) (1) (C)), unless this requirement is waived in writing;

This State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or

replaced on or after July 1, 1976, at all pedestrian crosswalks (23 USC 402(b) (1) (D))

The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State as identified by the State highway safety planning process, including:

- o National law enforcement mobilizations and high-visibility law enforcement mobilizations,
- o Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits,
- o An annual statewide safety belt use survey in accordance with criteria established by the Secretary for the measurement of State safety belt use rates to ensure that the measurements are accurate and representative,
- o Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources.
- o Coordination of its highway safety plan, data collection, and information systems with the State strategic highway safety plan (as defined in section 148(a)).

(23 USC 402 (b)(1)(F));

The State shall actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 USC 402 (j)).

Cash drawdowns will be initiated only when actually needed for disbursement. 49 CFR 18.20

Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 49 CFR 18.21.

The same standards of timing and amount, including the reporting of cash disbursement and balances, will be imposed upon any secondary recipient organizations. 49 CFR 18.41.

Failure to adhere to these provisions may result in the termination of drawdown privileges.

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs);

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and

kept in operation for highway safety purposes (23 CFR 1200.21);

The State will comply with all applicable State procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20;

Federal Funding Accountability and Transparency Act (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if- of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;

(i) the entity in the preceding fiscal year received
(I) 80 percent or more of its annual gross revenues in Federal awards; and (II) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

- Other relevant information specified by OMB guidance.

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. 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 (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. (Revised 08/2/2012)

§§ 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) and the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.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 of 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; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

The Drug-free Workplace Act of 1988 (41 U.S.C. 702):

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The grantee's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
- c. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 1. Abide by the terms of the statement.

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted –
 1. Taking appropriate personnel action against such an employee, up to and including termination.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.

Buy America Act

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

Political Activity (Hatch Act)

The State will comply, as applicable, with 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.

Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification Regarding Debarment and Suspension

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
 4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
 6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions
1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
 2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such

prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily

excluded from the covered transaction; unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Policy to Ban Text Messaging While Driving

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving—
 - a. Company-owned or –rented vehicles, or Government-owned, leased or rented vehicles; or
 - b. Privately-owned when on official Government business or when performing any work on or behalf of the Government.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as –
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Environmental Impact

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year *highway safety planning* document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan will be modified in such a manner that a project would be instituted that could affect environmental quality to the extent that a review and statement would be necessary, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 USC 4321 et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

Oregon General Grant Regulations

Any federal funds committed shall be subject to the continuation of funds made available to TSD by the National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) by statute or administrative action. Projects are funded for the federal fiscal year, which is October 1 through September 30 or the state fiscal year, which is July 1 through June 30. Typical grants are for one year but may be continued for up to two additional years. Public information and education projects are continued indefinitely.

The grantee shall ensure compliance with 49 CFR Part 18.42 which addresses retention and access requirements for grant-related records. The State, the federal grantor agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any books, documents, papers or other records of the grantee which are pertinent to the grant. These records must be retained for a period of six years starting on the date the grantee submits its final request for reimbursement for this grant.

Any obligation of grant funds extends only to those costs incurred by the grantee after "Authorization to Proceed" for the particular part of the program involving costs.

Grant funds shall not be used for activities previously carried out with the grantee's own resources (supplanting).

Income earned through services conducted through the project should be used to offset the cost of the project and be included in the Budget and Cost Summary.

The grantee shall ensure that all grant-related expenditures are included as a part of entity-wide audits conducted in accordance with the Single Audit Act of 1984 (31 USC 7561-7). The grantee shall provide TSD a

copy of all Single Audit Reports covering the time period of the grant award as soon as they become available. Federal funds received have the following Catalog of Federal Domestic Assistance (CFDA) numbers: 20.205, Highway Planning and Construction, 20.600, State and Community Highway Safety; 20.601, Alcohol Impaired Driving Countermeasures Incentive Grants; 20.602, Occupant Protection Incentive Grants; 20.608, Minimum Penalties for Repeat Offenders for Driving While Intoxicated; 20.609, Safety Belt Performance Grants; 20.610, State Traffic Safety Information System Improvement Grants; 20.611, Incentive Grant Program to Prohibit Radial Profiling; 20.612, Incentive Grant Program to Increase Motorcyclist Safety; and 20.613, Child Safety and Child Booster Seats Incentive Grants.

The grantee shall reimburse TSD within 30 days for any ineligible or unauthorized expenditures as determined by a state or federal review for which grant funds have been claimed and payment received.

The grantee, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

The grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapter 279A, 279B and 279C; the Attorney General Model Procurement Rules, OAR Chapter 137, Divisions 46, 47, 48 and 49, as may have been modified by a contracting agency pursuant to ORS 279A.065. [The Oregon Department of Administrative Services Administrative Rules (Oregon Administrative Rules, Chapter 125: and Oregon State Law, ORS Chapter 279)].

The grantee shall defend, save and hold harmless the State of Oregon, including the Oregon Transportation Commission, the Oregon Transportation Safety Committee, the Department of Transportation, the Transportation Safety Division, and their members, officers, agents, and employees from all claims, suits, or actions of whatever nature arising out of the performance of this Agreement, except for claims arising out of the negligent acts or omissions of the State of Oregon, its employees, or representatives. This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

Project Director's Responsibilities

The Project Director is responsible for fulfilling this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The Project Director shall:

1. Establish or use an accounting system that conforms to generally accepted accounting principles, and ensure that source documents are developed which will reliably account for the funds expended.

2. Maintain copies of job descriptions and resumes of persons hired for all project-related positions which are funded at 0.25 FTE or more.
3. Maintain records showing actual hours utilized in project-related activity by all grant-funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.
4. Complete a Quarterly Highway Safety Project Report. Each report must be signed by the Project Director or the Designated Alternate, and submitted to TSD by the tenth of the month following the close of each calendar quarter for the duration of the grant period. The Designated Alternate is an individual who is given the authority to sign Quarterly Highway Safety Project Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.
5. Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred, using the form provided by TSD as follows:
 - a. Copies of invoices and/or receipts for all specified items must be submitted to TSD upon request with the Claim for Reimbursement;
 - b. claims may be submitted monthly, and must be submitted at least quarterly; and,
 - c. *claims must be signed by the Project Director or the Designated Alternate (duplicated signatures will not be accepted).*
6. Prepare a Project Directors Final Evaluation Report in accordance with the Evaluation Plan described in the grant document. The report will be no more than ten pages and will include the following elements:
 - a. A summary of the project including problems addressed, objectives, major activities, and accomplishments as they relate to the objectives;
 - b. a summary of the costs of the project including amount paid by TSD, funded agency, other agencies, and private sources. The amount of volunteer time should be identified;
 - c. discussion of implementation process so that other agencies implementing similar projects can learn from your experiences; What went as planned? What didn't work as expected? What important elements made the project successful or not as successful as expected?
 - d. responses to Evaluation Questions. List each question and answer (refer to Data Table); and,
 - e. *completed Data Table.*

The Project Director's Final Evaluation Report must be submitted within 35 days following the last day of the grant period.

Project Revision

1. Any proposed changes in the project objectives, key project personnel, time period, budget, or mailing address must be requested in writing, and receive approval by TSD. A Grant Adjustment Form will be signed by both TSD and the grantee.
2. Any time extension in the project period must be requested at least six weeks prior to the end of the project period and approved by the federal grantor agency if the end of federal fiscal year is involved.

Contracts and Other Service Agreements

1. Any contracts or other service agreements that are entered into by the grantee as part of this project shall be reviewed and approved by TSD to determine whether the work to be accomplished is consistent with the objectives of the project, and whether the provisions of paragraphs 2 through 4 of this section are considered.
2. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in this section or the provision that no subcontracts shall be awarded.
3. The grantee shall ensure that each contractor adhere to applicable requirements established for the grant and that each contract include provisions for the following:
 - a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
 - b. mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163);
 - c. access by the grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. Grantees shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed;
 - d. notice of grantor agency requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, and requirements and regulations pertaining to copyrights and rights in data.
4. Where applicable, contracts shall include the following provisions:
 - a. Termination for cause and for convenience by the grantee including the manner by which it will be effected and the basis for the settlement (Contracts in excess of \$10,000);

- b. Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60) (Contracts in excess of \$10,000);
- c. Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5) (Contracts in excess of \$2,500);
- d. Bidders, proposers, and applicants must certify that neither they nor their principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal agency or department (Contracts in excess of \$25,000).

Travel

- 1. The grantee shall keep a record of all significant travel. In-state trips outside the grantee's jurisdiction should be summarized on Quarterly Highway Safety Project Reports.
- 2. All out-of-state travel must be pre-approved by TSD. To receive authorization, the trip must be detailed on the project budget or requested in a grant adjustment. Reports on out-of-state trips shall be summarized on Quarterly Highway Safety Program Report.
- 3. Reimbursement will only be authorized for travel of persons employed by the grantee in project-related activities unless prior written approval is granted by TSD.

Development of Printed or Production Materials

- 1. The grantee shall provide TSD with draft copies of all materials developed using grant funds. TSD may suggest revisions and must approve production.
- 2. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using grant funds shall include a statement crediting TSD and federal participation.
- 3. Materials produced through this project shall be provided to TSD for its use and distribution and may not be sold for profit by either the grantee or any other party.

Equipment Purchased with Grant Funds

- 1. A Residual Value Agreement shall be completed and submitted to TSD if grant funds are used in whole or in part to acquire any single item equipment costing \$5,000 or more or at TSD discretion. A copy of the original vendor's invoice indicating quantity,

description, manufacturer's identification number and cost of each item will be attached to the signed agreement. All equipment should be identified with a property identification number.

- 2. All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.
- 3. Material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the project continues to be supported by grant funds. Ownership of equipment acquired with grant funds shall be vested with the grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the grantee.
- 4. If any material or equipment ceases to be used in project activities, the grantee agrees to promptly notify TSD. In such event, TSD may direct the grantee to transfer, return, keep, or otherwise dispose of the equipment.

Termination

- 1. TSD may terminate this Agreement for convenience in whole or in part whenever:
 - a. The requisite state and/or federal funding becomes unavailable through failure of appropriation or otherwise; or,
 - b. The requisite local funding to continue this project becomes unavailable to grantee; or,
 - c. Both parties agree that continuation of the project would not produce results commensurate with the further expenditure of funds.
- 2. TSD may, by written notice to grantee, terminate this Agreement for any of the following reasons:
 - a. The grantee takes any action pertaining to this Agreement without the approval of TSD and which under the provisions of this agreement would have required the approval of TSD; or,
 - b. The commencement, prosecution, or timely completion of the project by grantee is, for any reason, rendered improbable, impossible, or illegal; or,
 - c. The grantee is in default under any provision of this Agreement.

Conditions of Project Approval

Actions taken by the Oregon Transportation Safety Committee, if any, regarding conditions under which this project is approved are given in the Conditions of Approval. The grantee agrees to follow these conditions in implementing the project.

Contract Provisions and Signatures

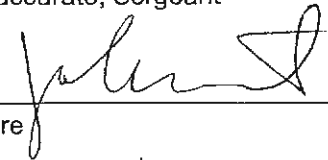
It is understood and agreed that the grantee shall comply with all federal, state, and local laws, regulations, or ordinances applicable to this agreement and that this Agreement is contingent upon grantee complying with such requirements.

This Agreement shall be executed by those officials authorized to execute this Agreement on the grantee's behalf. In the event grantee's governing body delegates signature of the Agreement, grantee shall attach to this Agreement a copy of the motion or resolution which authorizes said officials to execute this Agreement, and shall also certify its authenticity.

Agreements and Assurances

Project Director:

John Naccarato, Sergeant



Signature

01/10/13

Date

Designated Alternate:

Jeff Davis, Lt.



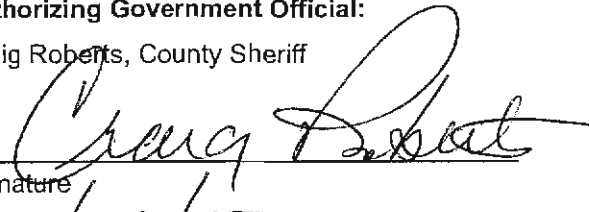
Signature

1/17/13

Date

Authorizing Government Official:

Craig Roberts, County Sheriff



Signature

1/29/13

Date

TO BE COMPLETED BY TSD

Project No.: SC-13-35-05 CCS

Title: Clackamas Speed and DWS Overtime Enforcement

OTC approval date:	August 16, 2012
Total project cost:	\$70,000
TSD grant funds:	\$50,000
All matching funds:	\$20,000
Matching source(s):	Local

Authority to approve modifications to this agreement is delegated to the Transportation Safety Division grant manager.

Manager, Transportation Safety Division Oregon
Department of Transportation


2/6/13

Date



OREGON DEPARTMENT OF TRANSPORTATION
Transportation Safety Division

Reports And Claims Due Dates

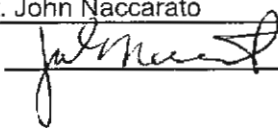
Project No.: SC-13-35-05 CCS
 Project Title: Clackamas Speed and DWS Overtime Enforcement
 Calendar: FEDERAL FISCAL YEAR 2013 Grant Year: 2013

Reports/Claims	Due Dates
First Quarter (October 01 - December 31)	
Quarterly Reports	Thursday, January 10, 2013
Claims for Reimbursement	Tuesday, February 5, 2013
Second Quarter (January 01 - March 31)	
Quarterly Reports	Wednesday, April 10, 2013
Claims for Reimbursement	Sunday, May 5, 2013
Third Quarter (April 01 - June 30)	
Quarterly Reports	Wednesday, July 10, 2013
Claims for Reimbursement	Monday, August 5, 2013
Fourth Quarter (July 01 - September 30)	
Quarterly Reports	Thursday, October 10, 2013
Claims for Reimbursement	Tuesday, November 5, 2013
Project Evaluation Report	
Evaluation Report Due	Tuesday, November 5, 2013
Claims for Reimbursement	
Final Claims	Tuesday, November 5, 2013

Note: Claim reimbursement for any quarter will not be processed until the quarterly report has been received and signed by the TSD Program Manager.

If you file monthly claims, the last monthly claim for the quarter will not be paid unless the quarterly report has been received and signed by the TSD Program Manager.

The undersigned agree that the information included above has been reviewed and the required due dates and final deadlines are understood.

Project Director's Name: Sgt. John Naccarato
 Project Director's Signature:  Date: 01/10/13

Request by the Clackamas County Sheriff's Office to accept Grant Funds and enter into an Intergovernmental Agreement with the Oregon Department of Transportation for Clackamas Speed and DWS Overtime Enforcement

ADOPTED THIS _____ DAY OF March 2013

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



**WATER
ENVIRONMENT
SERVICES**

Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

March 28, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agreement for Construction Services between Tri-City Service District
and Northwest Metal Fab & Pipe, Inc. for the
Tri-City Service District Water Pollution Control Plant Waste Gas Incinerator Replacement Project

Purpose/Outcomes	Replace waste gas incinerator (flare) which is at the end of its useful life. The flare is required to burn excess methane gas produced by the treatment process
Dollar Amount and Fiscal Impact	The agreement is for an amount not to exceed \$189,512.62. The project is identified in the Tri-City Service District approved 2012/2013 FY budget.
Funding Source	Tri-City Service District
Safety Impact	Provides a safer operation by replacing a 27 year old incinerator
Duration	March 2013 to June 30, 2013
Previous Board Action	Agreement between the District and Westech Industrial Inc. dba Varec Biogas to purchase a replacement flare was approved by the Board of County Commissioners on September 20, 2012, agenda item 09202012 VIII.2.
Contact Person	Michael S. Kuenzi, WES Director – Water Environment Services – 503-742-4560
Contract No.	To be established

BACKGROUND:

The Tri-City Water Pollution Control Plant (WPCP) flare which was installed in 1986 and is utilized to burn excess methane gas produced by the anaerobic (without air) digesters, a key component of the sewage treatment process. This gas is normally utilized to produce energy to offset energy needs purchased from PGE and to provide heat for plant processes. However, this gas is often flared when the plant heating demands drop or when various process equipment are down for maintenance. The district's only option without a viable and operating flare would be vented the gas to atmosphere potentially creating an excessive odor issue and placing the District in non-compliance with its Air Discharge Permit. The main structure of the current flare is severely rusted, has been patched multiple times, and is no longer providing reliable service.

This project includes the installation of a new waste gas incinerator system purchased through the agreement noted above under "Previous Board Action". Installation includes placing a temporary line to the existing flare while the new system is installed and tested. All labor and materials anticipated for this installation are included in the not to exceed amount. The project is budgeted for and will be completed in fiscal year 2012-2013.

On February 27 and March 1, 2013, the District publicly advertised the Tri-City Service District Water Pollution Control Plant Waste Gas Incinerator Replacement Project. In addition, the District held a non-mandatory pre-bid meeting with bidders on March 6, 2013, allowing extensive interaction between District personnel and bidders. On March 12, 2013, the District received bids and confirmed that the low responsive bidder is eligible to perform work in the State of Oregon and is not on the States ineligible list. Of the bids received, it has been determined that Northwest Metal Fab & Pipe, Inc. is the low responsive bidder.

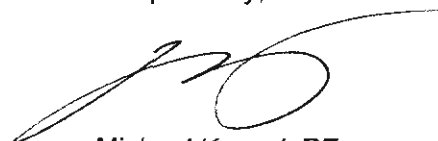
This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

For these reasons, staff recommends:

1. The Board of County Commissioners, acting as the governing body of Tri-City Service District, a county service district ("District"), and as the Local Contract Review Board, make a finding that advertisements for bids were properly published, that written bids were timely received by the District, and that bids were opened publicly at the designated time; and
2. The Board approve the contract for the Tri-City Service District Water Pollution Control Plant Waste Gas Incinerator Replacement Project between Tri-City Service District and Northwest Metal Fab & Pipe, Inc. for an amount not to exceed \$189,512.62; and
3. The Director of Water Environment Services be authorized to execute the agreement between Northwest Metal Fab & Pipe, Inc. and Tri-City Service District without further Board action.

Respectfully,



Michael Kuenzi, PE
Director

SECTION 00500

AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year 20__ by and between Clackamas County Tri-City Service District (hereinafter called OWNER) and Northwest Metal Fab & Pipe, Inc., an Oregon Corporation (hereinafter called Contractor).

OWNER and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

- 1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Tri City Water Pollution Control Plant – Waste Gas Incinerator Replacement Project

Article 2. THE PROJECT

The Project for which the Work is described in the Contract Documents.

Article 3. ENGINEER

- 3.1 The term Engineer is defined in the Supplementary Conditions.
- 3.2 Engineer is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIMES

- 4.1 All time limits for milestones, if any, substantial completion, and completion and readiness for final payment are stated in the Contract Documents and are of the essence of the Contract.
- 4.2 The Contractor shall commence work within 10 calendar days after receipt of written Notice-to-Proceed. Contractor shall substantially complete all of the Base Bid Work within 45 calendar days of Notice-to-Proceed, and all of the Work shall be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 65 calendar days after Notice-to-Proceed. The written Notice-to Proceed will be forwarded to the Contractor after the Contractor submits the signed Agreement, Performance Bond and Payment Bond, and Certificate of Insurance to the OWNER and these documents have been approved as to form by the OWNER's attorney, and signed by the OWNER.

Agreement - 00500-1

March 2013 - BID

8844C11

pw://Carroll/Documents/Client/OR/CCWES/8844C11/Specifications/00500 (WasteGas_Bid)

Tri-City Waste Gas Incinerator Replacement Project

- 4.3 Contractor and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay OWNER five hundred dollars (\$500.00) for each calendar day that expires after the time specified in Paragraph 4.2 above for Substantial Completion until all of the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the days specified in paragraph 4.2 above for completion and readiness for final payment or any proper extension thereof granted by OWNER, Contractor shall pay OWNER five hundred dollars (\$500.00) for each calendar day that expires after the time specified in Paragraph 4.2 above for completion and readiness for final payment for all of the Work, plus any fees or penalties imposed by regulators for other violations. As indicated in Section 01140, CONTRACTOR is limited to two, two-hour periods to isolate Digesters 1 and 2 to allow connection to the existing digester gas piping. CONTRACTOR recognizes that this construction constraint is critical to plant operations. In addition to any fees or violations imposed by exceeding this shutdown constraint, CONTRACTOR shall pay the OWNER \$500.00 per hour for each hour, rounding up to the next hour, that the two-hour shutdown window is exceeded.

Article 5. CONTRACT PRICE

- 5.1 OWNER shall pay Contractor for completion of the Work in accordance with Contract Documents an amount in funds equal to the sum of the amounts determined pursuant to Article 5.2 below.
- 5.2 For all Work, as broken down into the following:
- A. Lump Sum amount identified in the Bid Form.
\$ 179,512.62
(in figures)
 - B. Allowance for Differing Site Conditions identified in the Bid Form: \$10,000.
 - C. Total Base Bid Amount: \$ 189,512.62
- 5.3 For all work at the prices stated by Contractor, the Bid Form is attached hereto as an Exhibit.

Article 6. PREVAILING WAGE RATES

- 6.1 CONTRACTOR agrees that the provisions required by ORS 279C.830 pertaining to CONTRACTOR's payment of prevailing wage rates shall be included as part of this Agreement. Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor or other person doing or contracting for whole or any part of the work on this Contract shall be paid not less than the applicable prevailing wage in effect for this Contract.

Agreement - 00500-2

March 2013 - BID

8844C11

pw://Carroll/Docs/Client/QR/CC/WES/9844C11/Specifications/00500 (WasteGas_Bid)

Tri-City Waste Gas Incinerator Replacement Project

Article 7. PAYMENT PROCEDURES

7.1 Progress Payments and Retainage

- A. Payment for all work under the Contract will be made at the price or prices bid, and those prices shall include full compensation for all incidental work.
- B. If the Contract is for a public work and the Contract price is \$50,000.00 or more, supply and file, and require every Subcontractor to supply and file, with the OWNER and with the Wage and Hour Division, Bureau of Labor and Industries, 1400 S.W. Fifth Avenue, Portland, Oregon, 97201, a statement in writing that conforms to the requirements of ORS 279C.854. The schedule for submitting payroll information is as follows: Once before the first payment and once before the final payment is made; in addition, for projects exceeding ninety (90) days for completion, submissions are to be made at ninety (90) day intervals.
- C. Make progress estimate of work performed in any calendar month and submit to the Engineer for approval by the 5th day of the following month. These estimates shall include value of labor performed and materials incorporated in the work since commencing work under the Contract. Such estimates need not be made by strict measurements and may be approximate only, and shall be based upon the whole amount of money that will become due according to terms of the Contract when Project has been completed.
- D. If the Contract price is determined, in whole or in part, on a Lump Sum basis, prepare an itemized cost breakdown relating thereto and have the Engineer approve in accordance with Division 1 requirements; progress estimates based on said itemized cost breakdown may be the basis for progress payments. Upon direction by the Engineer provide for revision of the costs breakdown to reflect the true costs of the work as it progresses.
- E. If the Contract price is determined wholly on a unit basis, Engineer may use Unit Prices bid in making progress estimates on the work. In case said Unit Prices do not, in the opinion of the Engineer, truly represent actual relative costs of different parts of work, a percentage of the Unit Price may be used in making progress estimate adjustments.
- F. If the OWNER receives written notice of any unsettled claims for damages or other costs due to Contractor's operations including, without limitation, claims from any County Department or other governmental agency, an amount equal to the claim may be withheld from the progress or final payments until such claim has been resolved to the satisfaction of Engineer.
- G. Progress payments will be made by OWNER on a monthly basis within thirty (30) days after receipt of the Contractor's estimate of work performed, or 15 days after the payment is approved by the Engineer, whichever is the earlier date. Negotiable warrants will be issued by OWNER for the amount of the approved estimate, less five percent (5%) retainage. Such amount

Agreement - 00500-3

March 2013 - BID

8844C11

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Tri-City Waste Gas Incinerator Replacement Project

of retainage shall be withheld and retained by OWNER until it is included in and paid to Contractor as part of the final payment of the Contract amount. Securities in lieu of retainage will be accepted, or if Contractor elects, retainage as accumulated will be deposited by OWNER in an interest-bearing account pursuant to ORS Chapter 279 for progress payments. After fifty percent (50%) of the Work under Contract is completed, and the Work is progressing satisfactorily, the OWNER may elect to eliminate further retainage on any remaining monthly Contract payments. Said elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of the Contractor's Surety.

- H. The Engineer may decline to approve an application for payment and may withhold such approval if, in the Engineer's opinion, the work has not progressed to the point indicated by the Contractor's submittal in paragraph C above. The Engineer may also decline to approve an application for payment or may reduce said payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any payment previously made to such extent as may be necessary in his opinion to protect the OWNER from loss because of: (1) defective work not remedied, (2) third party claims filed or failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment, unless Surety consents to such payment, (3) reasonable doubt that the Work can be completed for the unpaid balance of the Contract sum, (4) damage to another contractor's work, (5) reasonable indication that the Work will not be completed within the Contract time (6) unsatisfactory prosecution of the Work by the Contractor, (7) claims against the Contractor by the OWNER, (8) failure of Contractor to submit updated project schedules as specified.

When the above grounds are removed, payment shall be made for amounts withheld because of them. Withholding of progress payments or partial payments under the criteria set forth above shall not entitle the Contractor to interest on such withheld payments or partial payments.

- I. If Contractor fails to complete the Project within the time limit fixed in the Contract or any extension, no further estimate may be accepted or progress or other payments allowed until the Project is completed, unless approved otherwise by OWNER.
- J. Progress estimates are for the sole purpose of determining progress payments and are not to be relied on for any other purpose. The making of a progress payment shall not be construed as an acceptance of any of the work or materials under the Contract.
- K. When the progress estimate indicates that the progress payment would be less than one thousand dollars (\$1000), no progress payment will be made for that estimate period, unless approved by the Engineer.

- L. Contractors are required to provide the OWNER with a list of Contractor's personnel who are authorized to personally receive contract payments. This written authorization must be signed by an officer of the Contracting company and will be placed on file in the OWNER's office. No payment will be released to an unauthorized person.

7.2 Final Estimate and Final Payment

- A. Pursuant to ORS Chapter 279C, notify the Engineer in writing when work is considered complete and Engineer shall, within fifteen (15) days after receiving notice, make a final inspection and either accept the work or notify Contractor of work yet to be performed on the Contract. If accepted, Engineer shall so notify Contractor, and will make a final estimate and prepare a Certificate of Completion recommending acceptance of the Work as of a certain date.
- B. If the Contractor believes the quantities and amounts specified in the final estimate and Certificate of Completion prepared by the Engineer to be incorrect, Contractor shall submit to the Engineer within fifteen (15) days of mailing of the Engineer's final estimate and Certificate of Completion to the Contractor's last known address as shown in the records of the OWNER, an itemized statement of any and all claims for additional compensation under the Contract which are based on differences in measurements or errors of computation. Any such claim not so submitted and supported by an itemized statement within said fifteen (15) day period is expressly waived and the OWNER shall not be obligated to pay the same. Nothing contained herein shall limit the requirements of Section 00700, Subsection 10.05, Claims and Disputes.
- C. Upon receipt of the executed Certificate of Completion from the Contractor, and approval by the Engineer, the Engineer will process the final payment.
- D. Provided Contractor submits a claim in the manner and time as required in B. above, the Engineer, as soon as practicable, will consider and investigate the claim or claims of the Contractor for compensation earned under the Contract and not included in the Engineer's final estimate and Certificate of Completion. The Engineer will then promptly advise the Contractor of acceptance or rejection of the claim in full or part. If the Engineer allows the Contractor's claims in full or in part, Engineer will prepare a revised final estimate and Certificate of Completion, including all such items allowed and will submit the same to the Contractor.
- E. The Contractor shall execute and return the revised Certificate of Completion within five (5) days of its receipt together with notice of his acceptance or rejection of the amount there stated as being full compensation earned under the Contract.
- F. If the Engineer rejects the claim or claims, he will issue written notice of rejection mailed to the Contractor's last known address as shown in the records of the OWNER.

- G. The Contractor shall commence any suit or action to collect or enforce the claim or claims for any additional compensation arising from differences in measurements or errors of computation in the final estimate within a period of one (1) year following the original mailing of the Engineer's final estimate and Certificate of Completion to the Contractor's last known address as shown in the records of the OWNER. The Engineer's issuance of a revised final estimate pursuant to this subsection does not alter the original final estimate date. If said suit, action or proceeding is not commenced in said one (1) year period, the final estimate and Certificate of Completion or revised final estimate and Certificate of Completion, if revisions are made, shall be conclusive with respect to the amount earned by the Contractor, and the Contractor expressly waives any and all claims for compensation and any and all causes of suit or action for the enforcement thereof that he might have had.
- H. Upon return of the fully executed Certificate of Completion from the Contractor, the Engineer will submit the Certificate of Completion and final estimate to the OWNER for approval. Upon approval and acceptance by the OWNER, Contractor will be paid a total payment equal to the amount due under the Contract including retainage.
- I. Monies earned by the Contractor are not due and payable until the procedures set forth in these Specifications for inspection, approval and acceptance of the Work, for determination of the work done and the amount due therefore, for the preparation of the final estimate and Certificate of Completion processing the same for payment, for consideration of the Contractor's claim, or claims, if any, and for the preparing of a revised final estimate and Certificate of Completion and processing same for payment have been carried out.
- J. Non-resident Contractor will provide OWNER with evidence that provisions of ORS Chapter 279A.120 have been satisfied; this is a prerequisite to final payment.
- K. Execute and deliver to OWNER, in form approved by the Attorney, a receipt for all amounts paid or payable to Contractor under the Contract, and a release and waiver of all claims against OWNER arising out of or relating to the Contract and furnish satisfactory evidence that all amounts due for labor, materials and other obligations under the Contract have been fully and finally settled or are fully covered by the Performance and Payment Bond and or insurance protecting OWNER, its officers, agents and employees as well as Contractor. This is a condition of final payment and Contractor will not be entitled to final payment on release of retainage nor interest thereon until execution and delivery of said Receipt, Release & Waiver.
- L. If OWNER declares a default of the Contract, and Surety completes said Contract, all payments after declaration of default and retainages held by OWNER shall be paid to Surety and not to Contractor in accordance with terms of the Contract.

- M. Acceptance by Contractor of final payment shall release OWNER and Engineer from any and all claims by Contractor whether known or unknown, arising out of and relating to the Work. No payment, however, final or otherwise shall operate to release Contractor or his Sureties from warranties or other obligations required in the performance of the Contract.

Article 8. CONTRACT DOCUMENTS

8.1 Contents

- A. The Contract Documents which comprise the entire agreement between OWNER and Contractor concerning the Work consist of the following:
1. This Agreement.
 2. Performance Bond.
 3. Payment Bond.
 4. General Conditions.
 5. Supplementary Conditions.
 6. Specifications (including Appendices if any) as listed in Table of Contents of Volume 1 – Contract Documents, including the referenced Oregon State prevailing hourly wage rates for Public Works Contracts in Oregon requirements.
 7. Drawings consisting of a cover sheet and drawings as listed in Volume 2, each sheet bearing the general title of this project's name.
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Addenda number(s) ___ to ___ included as Exhibit 1.
 - b. Bid Form.
 - c. Bid Bond.
 - d. Noncollusion Affidavit.
 - e. Resident/Nonresident Bidder Status.
 - f. First-tier Subcontractor Disclosure Form.
 9. The following which may be delivered or issued on or after the effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.

Agreement - 00500-7

March 2013 - BID

pwr://Carollo/Documents/Client/OR/CCWES/8844C11/Specifications/00500 (WasteGas_Bid)

8844C11

Tri-City Waste Gas Incinerator Replacement Project

- b. Written Amendments.
- c. Work Change Directives.
- d. Change Order(s).

B. The documents listed in Paragraph 8.1.A are attached to this Agreement (except as expressly noted otherwise above).

8.2 Coordination of Contract Requirements

A. In general, in the case of a conflict or discrepancy between sections of the Contract Documents, the most stringent requirement and/or the highest quality product (as determined solely by the Engineer) shall be incorporated into the Work. The drawings and specifications are intended to describe and provide for a complete Work. Any requirement in one is as binding as if stated in all. The Contractor shall provide any work or material clearly implied in the Contract Documents even if the Contract Documents do not mention it specifically, using best industry practices. If there is still a conflict within the Contract Documents, it will be resolved in the sole judgment of the Engineer by the following order of precedence:

1. Permits from other agencies as may be required by law.
2. Clackamas County Building Code 7.03.
3. Owner-Contractor Agreement.
4. Addenda and/or Change Orders.
5. Detail drawings specifically applicable to the Project and bearing the Project title.
6. Technical Specifications, Divisions 1 through 17 with Division 1 taking precedence over Divisions 2 through 17.

8.3 Conflict of Provisions

A. In the event of any conflicting provisions or requirements between the component parts of his Contract, the component part having the lowest number, as established in Subsection 8.2 above, shall govern.

This shall in no way relieve the performance bond and public liability insurance of their respective and specific protection to the Contractor, provided, however, that such sequence control does not conflict with the intent of or harm the product in any way. In case of such conflict which would alter the intent of or harm the product, the requirement which, in the opinion of the Engineer, will result in the best product will govern. It is hereby agreed that the entire project shall be completed in accordance with the full intent of the Contract, regardless of conflicting statements,

omissions, or errors. The intent of the drawings and Specifications is to outline and control the work in a manner necessary to result in the best completely finished product practicable, at a minimum cost, incorporating all items. Any omissions in the Plans and Specifications pertinent to the requirements of the specified bid items are unintentional. If such are found, the Contractor will be required to perform the work in a customary workmanlike manner to achieve the intent as stated above.

It shall be definitely understood that omissions of one or more of the Documents shall not be construed as conflicting provisions. Any requirement given in one Document shall be known to be binding as though it is repeated in all Documents alike. The intent of the Contract is to combine all requirements of all Documents into one.

Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement will have the meaning indicated in the General Conditions, and as revised by Supplementary Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and Contractor each binds itself, its partners, successors, assignees, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.5 Two-Year Maintenance and Warranty
- A. In addition to and not in lieu of any other warranties required under the Contract, make all necessary repairs and replacements to remedy, in a manner satisfactory to the OWNER and at no cost to OWNER, any and all defects, breaks, or failures of the Work occurring within two (2) years following the date of Acceptance of the Work due to faulty or inadequate materials or workmanship. Repair damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing his duties and obligations under this Contract when such defects or dam-

age occur within the warranty period. The two-year maintenance period required shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair. Where equipment and/or systems are specified to have a longer warranty period, Contractor shall be bound to the longer warranty period for the specific equipment and/or system.

- B. If Contractor, after written notice, fails within ten (10) days to proceed to comply with the terms of this section, OWNER may have the defects corrected, and Contractor and Contractor's Surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the OWNER, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the OWNER to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.
- C. As a means of providing surety during the maintenance period, the Contractor shall provide to the OWNER written and legally attested proof of surety in the amount of not less than 10 percent of the final contract amount. The maintenance guarantee shall be one of the following types:
1. Continuance of the contract performance bond at the original or a reduced amount.
 2. Maintenance bond in a format and with the conditions acceptable to the OWNER.
 3. Cash deposit to the OWNER's Treasury, with a treasurer's receipt acting as proof of surety.
 4. Other arrangements, as may be proposed by the contractor and accepted by the OWNER.

Article 10. GOVERNING LAW

- 10.1 It is expressly understood that this Agreement in all respects shall be governed by the laws of the State of Oregon and the ordinances of the Clackamas County Service District No.1 and Clackamas County.

Article 11. ASSIGNMENT OF ANTITRUST RIGHTS

- 11.1 By entering into this Agreement, the Contractor irrevocably assigns to OWNER any claim or cause of action which the Contractor now has or which may accrue in the future, including at OWNER's option, the right to control any such litigation, by reason of any violation of 15 USC Section 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor by any person which are used, in whole or in part, for the purpose of carrying out the Contractor's obligations under this Agreement.

- 11.2 Contractor shall require any subcontractor to irrevocably assign to the OWNER, as a third party beneficiary, any right, title or interest that has accrued or may accrue to the subcontractor by reason of any violation of 15 USC Section 1-15, ORS 646.725 or ORS 646.730, including, at the OWNER's option, the right to control any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of this Agreement.
- 11.3 In connection with this assignment, it is an express obligation of the Contractor that it shall take no action which any way diminishes the value of the rights conveyed or assigned hereunder to the OWNER. It is an express obligation of the Contractor to advise the OWNER's legal counsel:
- A. In advance of its intention to commence any action on its own behalf regarding such claims or causes of action;
 - B. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
 - C. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignments to the OWNER.
- 11.4 Furthermore, it is understood or agreed that in the event that any payment under any such claim is made to the Contractor, it shall promptly pay over to the OWNER its proportionate share thereof, if any, assigned to the OWNER hereunder.

Article 12. RECORDS RETENTION

- 12.1 Contractor shall maintain all standard records and accounts as required by the Contract Documents throughout the life of the Agreement and for a period of three years after the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respectively authorized officers or representatives as of the day and year first above written.

WATER ENVIRONMENT SERVICES

for

TRI CITY SERVICE DISTRICT

CONTRACTOR:

OWNER:

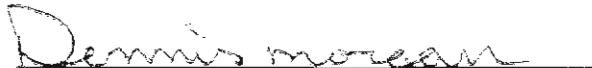
Northwest Metal Fab & Pipe, Inc.
Company

Director: Michael S. Kuenzi

4500 SW Advance Road
Address

Date

Wilsonville, OR 97070
City, State, Zip


Authorized Signature Dennis Morgan

General Superintendent
Title

93-0733713
Federal Tax ID Number

March 20, 2013
Date

END OF SECTION

Agreement - 00500-12

March 2013 - BID

8844C11

pw://Carollo/Documents/Client/OR/CCWES/8844C11/Specifications/00500 (WasteGas_Bid)

Tri-City Waste Gas Incinerator Replacement Project