



DAN JOHNSON  
DIRECTOR

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

July 12, 2018

Board of County Commissioner  
Clackamas County

Members of the Board:

**Approval of a Supplemental Project Agreement No. 32533 with Oregon Department of Transportation for the 232<sup>nd</sup> Drive at MP 0.3 Project**

<b>Purpose/Outcomes</b>	Using Federal Emergency Relief Program (ERP) funds, this agreement allows Clackamas County to proceed with the design and construction of improvements needed to repair and stabilize the roadway on 232 <sup>nd</sup> Drive at Milepost 0.3.
<b>Dollar Amount and Fiscal Impact</b>	Overall Project Cost Estimate: \$575,000 Federal Emergency Relief Program funds: \$515,948 City of Gladstone match (10.27% min): \$59,052
<b>Funding Source</b>	Federal Emergency Relief Program (ERP) and Clackamas County Road Funds.
<b>Duration</b>	Execution until completion of the project.
<b>Previous Board Action</b>	01/01/17: BCC Approval of Master Certification Agreement No. 30923 for County implementation of federally funded projects
<b>Strategic Plan Alignment</b>	- Build a strong infrastructure - Ensure safe, healthy and secure communities
<b>Contact Person</b>	Joel Howie, Civil Engineering Supervisor 503-742-4658

Clackamas County obtained Federal Emergency Relief Program (ERP) funds to repair and stabilize the roadway on 232<sup>nd</sup> Drive at Milepost 0.3. The road was damaged in March of 2017 as a result of heavy rains that occurred during the spring of 2017. A state emergency declaration, which included Clackamas County, was signed by the governor allowing Clackamas County to be eligible for the ERP funding.

Clackamas County will complete the work as a Supplemental Project under the County's Local Agency Certification Program Agreement No. 30923 with ODOT. This project will be financed with 89.73 percent of federal ERP funds matched by 10.27 percent of County Road Funds. This agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve the attached Supplemental Project Agreement with ODOT for the 232<sup>nd</sup> Drive at MP 0.3 Project as listed in the agreement.

Respectfully submitted,

Mike Bezner  
Assistant Director of Transportation

**Oregon Department of Transportation  
LOCAL AGENCY CERTIFICATION PROGRAM  
EMERGENCY RELIEF PROGRAM  
Supplemental Project Agreement No. 32533  
Project Name: 232nd Drive at MP 0.3**

THIS SUPPLEMENTAL PROJECT AGREEMENT (Agreement) is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and CLACKAMAS COUNTY acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" or collectively as "Parties."

**RECITALS**

1. By the authority granted in Local Agency Certification Program Agreement No. 30923, executed on January 30, 2017 (Local Agency Certification Program Agreement) incorporated herein and by this reference made a part hereof, State may enter into this Supplemental Project Agreement with Agency for the performance of work on this improvement Project. The Certification Program allows State to certify a local agency's procedures and delegates authority to the certified local agency to administer federal-aid projects.
2. Certification status information as of the date of execution of this Agreement:
  - a. Agency is fully certified in the following functional areas:
    - design (excluding bridge design)
    - "advertise, bid, and award" for construction contracts
    - construction contract administration
  - b. Agency is conditionally certified in the following functional areas:
    - consultant selection (formal and informal process)
3. 232nd Drive at MP 0.3 is a part of the Agency's street system under the jurisdiction and control of Agency.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, State and Agency agree to Agency delivering the 232nd Drive at MP 0.3 project, hereinafter referred to as "Project." Project includes improvements needed to repair and stabilize the roadway on 232nd Drive at MP 0.3 which will include constructing a deep patch that involves reconstructing the roadway subgrade in the distressed area. Slope stabilization, drainage and surface runoff and mitigation will be addressed and resolved within the project area. The location of the Project is shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

2. The Project will be conducted as a part of the Emergency Relief Program (ERP) under Title 23, United States Code. The total Project cost is estimated at \$575,000, which is subject to change. The Project will be financed with \$515,947.50 of ERP funds. Agency shall be responsible for all remaining costs, including the 10.27 percent match for all eligible costs, any non-participating costs, and all costs in excess of ERP funds. Any increase in ERP funds must be approved by the Federal Highway Administration (FHWA). Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the total Project cost at the end of the Project, to the State's Local Agency Liaison. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction, described in the Local Agency Certification Program Agreement.
3. If State performs work on the Project, State will provide Agency with a preliminary estimate for the cost of State's work. Prior to the start of each Project phase, State will provide an updated estimate of State's costs from that phase to Agency. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per the Terms of this Agreement.
4. Agency shall make all payments for work performed on the Project, including all construction costs, and invoice State for one-hundred (100%) percent of its costs. State shall reimburse Agency invoices at the pro-rated federal share. All costs beyond the federal and state reimbursement and any non-participating costs will be the responsibility of the Agency. State shall invoice FHWA and Agency for work provided as part of the Project. Agency agrees to reimburse State for work performed for the project upon receipt of invoice. Failure of Agency to make such payments to State may result in withholding of Agency's proportional allocation of State Highway Funds until such costs are paid. Agency understands that State's costs are estimates only and agrees to reimburse State for the actual amount expended.
5. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
6. This Agreement is subject to the terms and provisions of the Local Agency Certification Program Agreement.
7. Information required by 2 CFR 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by State to Agency with the Notice to Proceed.
8. Indirect Cost Rate.
  - a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is 35.57%. This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.
  - b. If the approved rate changes during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rate(s) for the Project on file with ODOT at the time the work is performed. If Agency does not have an approved indirect cost rate on

file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.

9. Agency Work on this Project:

a. Agency shall perform the following functional areas in which Agency is fully certified and as authorized by the Local Agency Certification Program Agreement:

- design (excluding bridge design)
- “advertise, bid, and award” the construction contract
- construction contract administration

b. While Agency is in the process of transitioning from conditional to full certification, by the terms of this Agreement and for only this Project, Agency is authorized and shall perform as if fully certified in the following functional area:

- consultant selection (formal and informal process)

10. Agency understands that this Project is subject to the terms and conditions of the Local Agency Certification Program Agreement and may also be subject to the terms of a corrective action plan and increased monitoring if ODOT’s evaluation of Agency’s test project(s) or program documents identifies the need for corrective action.

11. State will submit the requests for federal funding to the FHWA. The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance and scope approved by FHWA will be considered nonparticipating and paid for at Agency expense.

12. State’s Local Agency Liaison or designee will provide Agency with a written notice to proceed for each phase of the Project when FHWA approval has been secured and funds are available for expenditure on this Project.

13. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.

14. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner. The Project will be completed within two (2) calendar years following the date of final execution of this Agreement by both Parties or such time as set forth in the “ER Manual” published by the Federal Highway Administration. Projects for permanent repairs that have not advanced to construction obligation by the end of the second fiscal year following the year in which the disaster occurred cannot be authorized. Additional information can be obtained at <http://www.fhwa.dot.gov/reports/erm/ermchap6.cfm#i>.

15. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency’s proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.

16. State may conduct periodic inspections during the useful life of the Project to verify that Project is being properly maintained and continues to serve the purpose for which federal funds were provided.
17. State and Agency agree that the useful life of the Project is 20 years.
18. By signing this Agreement, Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, Agency received more than 80% of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Agency shall report the total compensation and names of its top five executives to State. Agency shall report said information to State within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "B".

19. **Americans with Disabilities Act Compliance:**

- a. **General:** Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 (together, "ADA") as identified in paragraph 1 of the General Provisions section of Local Agency's Certification Program Agreement, and to utilize ODOT standards to assess and ensure Project compliance with the ADA.
- b. **ADA Design Standards and Construction Specifications:** Agency agrees to comply with ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian activated signals on both the Oregon State Highway System (state highway) and on the local agency system, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form.
- i. **ADA Inspection Forms:** Prior to issuing the Second Notification pursuant to Oregon Standard Specification 00180.50(g), or Agency's approved equivalent, Agency agrees to submit an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liason for each curb ramp designed, constructed, upgraded, or modified for this Project. The completed form is the required documentation from Agency showing that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>

- ii. **State inspection:** Agency shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated

signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.

- c. **Work Zone Access:** Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.
  - d. **Reimbursement:** Unless Agency has an approved design exception, State will only reimburse Agency for work that meets the applicable ODOT standards, regardless of whether the work is on a State-owned or an Agency-owned facility.
  - e. **On-going Maintenance Obligation:** Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
    - i. Pedestrian access is maintained as required by the ADA,
    - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
    - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
    - iv. Any future alteration work on the Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
    - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
  - f. **Survival:** Maintenance obligations in this section shall survive termination of this Agreement.
20. Agency shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. Agency shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
21. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members,

Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.

22. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
23. This Agreement may be terminated by mutual written consent of both Parties.
24. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
25. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

26. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires State to return funds to the FHWA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
27. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
28. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
29. Agency certifies and represents that each individual signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
30. This Agreement 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 Agreement so executed shall constitute an original.
31. This Agreement and the Local Agency Certification Program Agreement (Certification Program) Agreement No. 30923, as amended and all attached exhibits constitutes the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
32. State's Local Agency Liaison for the Agreement is Mahasti Hastings, Local Area Liaison, 123 NW Flanders Street, Portland, OR 97221, 503-731-8595, [mahasti.v.hastings@odot.state.or.us](mailto:mahasti.v.hastings@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.



Agency/State  
Agreement No. 32533

33. Agency's Project Liaison for this Agreement is Joel Howie, Civil Engineering Supervisor, 150 Beaver Creek Rd, Oregon City, OR 97045, 503-742-4658, [JHowie@co.clackamas.or.us](mailto:JHowie@co.clackamas.or.us), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**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 2018-2021 Statewide Transportation Improvement Program (STIP), (Key #21221) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

Under authority from Subdelegation Order No. 11, Paragraph No. 1, the Maintenance Engineer is authorized to declare an emergency and Federal Emergency Relief Program Funds were approved by FHWA on June 13, 2017.

**SIGNATURE PAGE TO FOLLOW**

Agency/State  
Agreement No. 32533

**CLACKAMAS COUNTY**, acting by and  
through its elected officials

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL**  
(If required in Agency's process)

By \_\_\_\_\_  
Agency Legal Counsel

Date \_\_\_\_\_

**Agency Contact:**

Joel Howie  
Civil Engineering Supervisor  
150 Beaver Creek Rd,  
Oregon City, OR 97045  
503-742-4658  
[JHowie@co.clackamas.or.us](mailto:JHowie@co.clackamas.or.us)

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

By \_\_\_\_\_

Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

Certification Program Manager

Date \_\_\_\_\_

By \_\_\_\_\_

Region 1 Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Rachel Bertoni per email

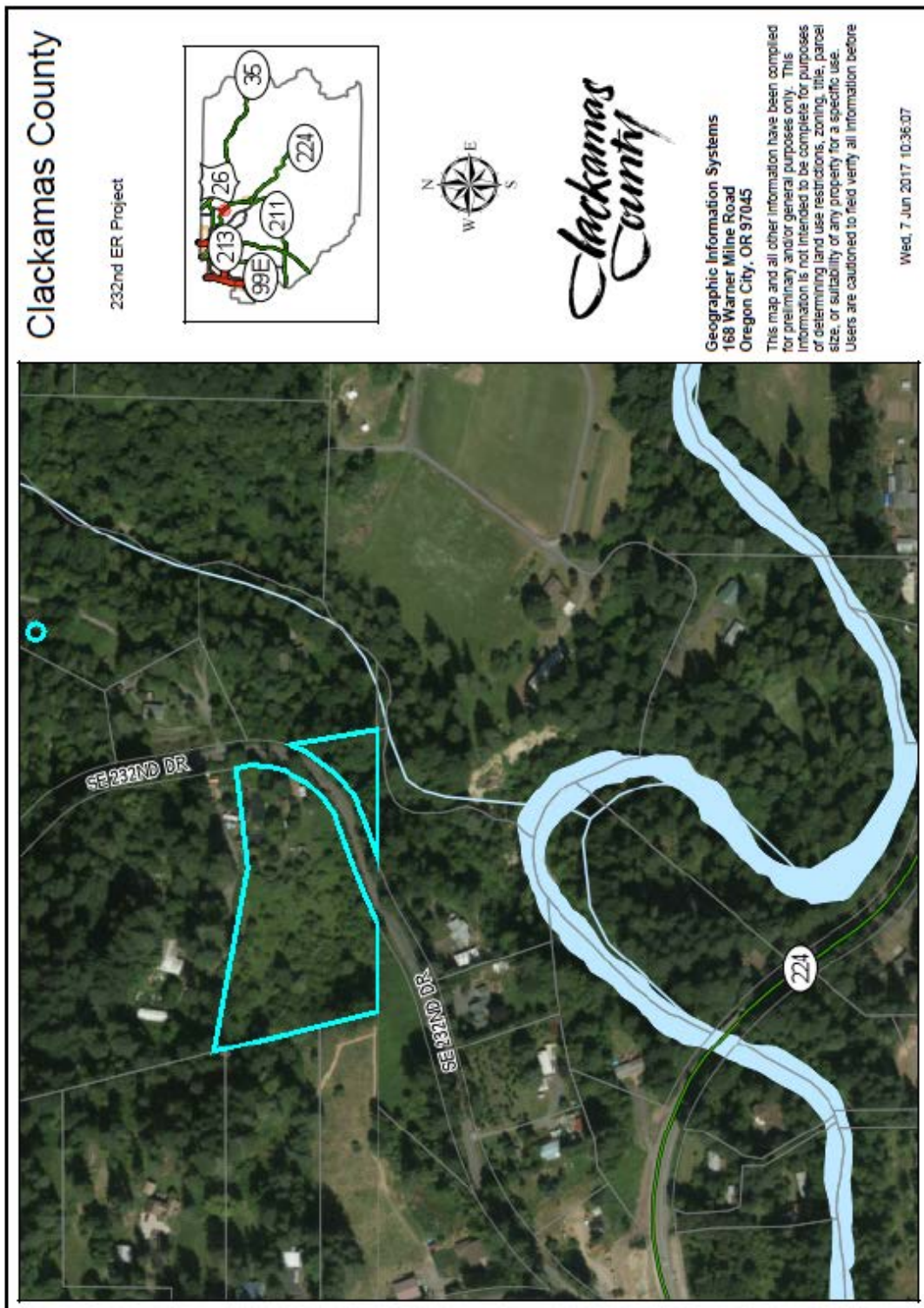
Assistant Attorney General

Date 5/22/18

**State Contact:**

Mahasti Hastings  
Local Area Liaison  
123 NW Flanders Street  
Portland, OR 97221  
503-731-8595  
[mahasti.v.hastings@odot.state.or.us](mailto:mahasti.v.hastings@odot.state.or.us)

### Exhibit A – Project Location Map



**Exhibit B**  
**Federal Funding Accountability and Transparency Act (FFATA)**  
**Subaward Reporting**

(For purposes of this Exhibit, references to “your organization” shall mean “Agency” and references to “ODOT” shall mean “State.”)  
The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

**Legal entity name:** \_\_\_\_\_

**Data Universal Number System (DUNS) number:** \_\_\_\_\_

**Executive compensation**

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

- a. In your organization’s previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)  
 Yes  No If “yes,” proceed to b. If “no,” no further action is required and submittal of this form is not required.
- b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?  
 Yes  No If “yes,” provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.  
Provide link here:

If “no,” provide compensation information below.

**Names and annual compensation amounts of the five most highly compensated executives:**

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

**Business entity contact information (person completing form):**

Type name	Title	Date
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Return completed form to: Jeff Flowers, Program and Funding Services Manager; Oregon Department of Transportation; 555 13<sup>th</sup> Street NE; Salem, OR 97301; [Jeffrey.A.FLOWERS@odot.state.or.us](mailto:Jeffrey.A.FLOWERS@odot.state.or.us)

**Background on FFATA requirements**

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov).

**Definition of compensation**

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

**If you have any questions, contact:**

Jeff Flowers  
Program and Funding Services Manager  
Oregon Department of Transportation  
555 13th Street NE  
Salem, OR 97301  
[Jeffrey.A.FLOWERS@odot.state.or.us](mailto:Jeffrey.A.FLOWERS@odot.state.or.us)  
Telephone: 503-986-4453



**DAN JOHNSON**  
DIRECTOR

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

July 12, 2018

Board of Commissioners  
Clackamas County

Members of the Board:

**A Board Order Adopting the Vacation of a Portion of 80th Avenue**

<b>Purpose/Outcomes</b>	Vacates a portion of 80th Avenue, a non-maintained Local Access Road
<b>Dollar Amount and Fiscal Impact</b>	Revenue only
<b>Funding Source</b>	N/A
<b>Duration</b>	Upon execution; permanent vacation.
<b>Previous Board Contact</b>	N/A
<b>Strategic Plan Alignment</b>	-Grow a Vibrant Economy
<b>Contact Person</b>	Doug Cutshall, Engineering Technician 503-742-4669

**BACKGROUND**

80th Avenue, (Bonaventure Street, plat name) became a part of the Local Access Road system May 17, 1889, through Pleasant Little Homes No.3, Plat No. 34, Clackamas County Plat Records. This portion of 80<sup>th</sup> Avenue is a dead end road and provides no connectivity to any through streets in the area. At this time, the petitioner has no plan for the vacated right-of-way other than a driveway. Vacating this portion of 80th Avenue will not deprive public access to adjoining properties.

The portion of 80th Avenue to be vacated is a 30 foot wide, 208 foot long, right-of-way that serves no public need and is not a benefit to the traveling public. Vacating this portion of 80th Avenue will not affect area traffic flow.

The Petition to Vacate under ORS 368.341 has been filed with the determined fee and acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

Clackamas County Department of Transportation and Development and all local utility companies, have been contacted and do not have any objections to this vacation provided all utility rights are reserved. County Counsel has reviewed and approved this vacation.

**RECOMMENDATION**

Staff respectfully recommends that the Board adopt the attached Board Order approving the vacation of portion of 80th Avenue.

Sincerely,

Mike Bezner, PE  
Assistant Director of Transportation

For information on this issue or copies of attachments  
please contact Doug Cutshall at 503-742-4669.

## MEMORANDUM

TO: Board of Commissioners

FROM: Dan Johnson, Director D.T.D.

DATE: July 3, 2018

SUBJ: **ROAD OFFICIAL'S REPORT FOR THE VACATION OF 80TH AVENUE**

**LOCATION:** 80<sup>th</sup> Avenue, A Non-Maintained Local Access Road, is situated in the NE1/4 of Section 29, T.1 S., R.2 E., W.M.

**FACTS AND FINDINGS:** 80th Avenue, (Bonaventure Street, plat name) became a part of the Local Access Road system May 17, 1889, through Pleasant Little Homes No.3, Plat No. 34, Clackamas County Plat Records. This portion of 80<sup>th</sup> Avenue is a dead end road and provides no connectivity to any through streets in the area. At this time, the petitioner has no plan for the vacated right-of-way other than a driveway. Vacating this 30 foot wide, 208 foot long portion of 80th Avenue will not deprive public access to adjoining properties and will not affect area traffic flow.

The Petition to Vacate under ORS 368.341 has been filed with the determined fee and, acknowledged signatures of owners of 100 percent of private property proposed to be vacated and acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies have been contacted and do not have any objections to this vacation.

After considering traffic impacts, fiscal impacts, and social impacts, it appears to be in the public interest to vacate the area petitioned.

It is my assessment to support the subject vacation.

Pursuant to ORS 368.351 and County policy, the Board may make its determination in the matter of this vacation without a public hearing. This is allowed when there is acknowledged signatures of owners of 100 percent of private property proposed to be vacated and acknowledged signatures of owners of 100 percent of property abutting any public property proposed to be vacated, this Road Official's Report is submitted, and there is no controversy related to the proposed vacation.



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of the Vacation of  
A portion of 80th Avenue a  
Local Access Road, situated  
In Section 29, T.1 S., R.2 E., W.M.  
Clackamas County, Oregon



Board Order No. \_\_\_\_\_  
*Page 1 of 1*

**Whereas**, This matter coming before the Board of County Commissioners at this time and appearing to the Board that in accordance with ORS 368.341 and pursuant to ORS 368.351, a petition has been filed with the determined fee and acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated, and a written report finding this vacation to be in the public interest from the County Road Official, Dan Johnson, Director, have been submitted in the matter of the vacation of a portion of Bellevue Avenue, a Non-maintained Local Access Road, described as follows:

All that portion of 80th Avenue, situated in the northeast ¼ of Section 29, T.1 S., R.2 E., W.M., Clackamas County, Oregon, as more particularly described and shown on attached Exhibits "A" and "B";and

**Whereas**, the Board having read said petition and report from the County Road Official and having determined the vacation of the above described portion of roadway to be in the public interest; and,

**Whereas**, Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies, have been contacted and do not have any objections to this vacation;

**NOW THEREFORE, the Clackamas County Board of County Commissioners approves** that the attached described portion of 80th Avenue, a Non-maintained Local Access Road, containing, 4,740 square feet, more or less, be vacated that this Order and attached exhibits be recorded in the Deed Records for Clackamas County and that a copy be filed with the County Surveyor, County Assessor, and Finance Office/Fixed Assets.; and,

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

## Exhibit "A"

80th Avenue  
Pleasant Little Homes No.3  
Date: April 6, 2018

A Local Access Road  
Map No. 12E29AA  
Page 1 of 1

### VACATION OF 80TH AVENUE

All of that portion of 80th Avenue, a non-maintained Local Access Road, as shown on attached Exhibit "B", which by this reference is made a part hereof, situated in the northeast quarter of Section 29, Township 1 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and the Pleasant Little Homes No. 3, Plat No. 34, Clackamas County Plat Records, said portion of road right-of-way being more particularly described as follows:

All of 80th Avenue, (Bonaventure Street, by plat), lying north of and between the easterly extension of the north line of that property described in Document Number 2000-000175, Clackamas County Deed Records, and the south line of Block 1, of said plat. Said portion of 80th Avenue being 30 feet wide and 208 feet in length.

Containing 6,240 square feet, more or less.

LUTHER ROAD



1" = 60'

8  
TAX MAP & LOT  
12E29AA00500

①

FIRST AVENUE  
(VACATED C.J. 24 - P 392)

TAX MAP & LOT  
12E29AA00600

TAX MAP & LOT  
12E29AA03100

16 15 14 13 12 11 10 9 8 7 6 5  
17 18 19 20 21 22 23 24 ② 25 26 27 28 2

PLEASANT LITTLE HOMES No. 3  
PLAT No. 34

SITUATED IN THE NE1/4 OF  
SECTION 29, T.1 S., R.2 E., W.M.

TAX MAP & LOT  
12E29AA00700

DOCUMENT No.  
2000-000175

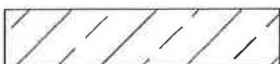
TAX MAP & LOT  
12E29AA03000

80TH AVENUE  
(BONAVENTURE STREET)

CORNWELL STREET (SECOND AVENUE)



AREA TO BE VACATED



PREVIOUSLY VACATED ROAD

DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



BY: D. CUTSHALL

DATE: 04/06/2018

EXHIBIT "B"

SHEET

1 OF 1



**RANDALL A. HARMON**  
MANAGER

**TRANSPORTATION MAINTENANCE DIVISION**

**McCoy Building**

902 ABERNETHY ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Ennis Paint, Inc DBA Ennis-Flint  
For White and Yellow Lead-Free Paint and ThermoPlastic**

<b>Purpose/Outcomes</b>	The Transportation Maintenance Division uses white and yellow waterborne traffic paint to stripe County roads and contracts with cities to stripe roads within their jurisdiction. They also use a variety of ThermoPlastic pavement markings on County roads to define lines that can't be striped by machine: legends for curves, bicycle and handicap symbols, etc. Both of these items will be purchased from Oregon State's price agreement number 1513.
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$1,275,000
<b>Funding Source</b>	215-7433-00-424710 and 215-7433-00-424715
<b>Duration</b>	The contract will terminate on September 30, 2021.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Helps keep a strong infrastructure and ensures safe communities.</li> <li>2. Provides maintenance to the traveling public so they can experience a clean, attractive and healthy community.</li> </ol>
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Everett Hay, 503-650-3205

**PROCUREMENT PROCESS:**

This request is to purchase against the State of Oregon Contract #1513 for White and Yellow Lead-Free Paint and ThermoPlastic pavement markings. A Notice of Intent to purchase was advertised in accordance with ORS and LCRB Rules on June 28, 2018. No comments were received by the time of closing on July 9, 2018.

This request has been reviewed and approved by County Counsel.

Ennis Paint, Inc.

**RECOMMENDATION:**

Staff recommends the Board approve the request to purchase from Ennis Paint, Inc., DBA Ennis-Flint for White and Yellow Lead-Free Paint and ThermoPlastic pavement markings.

Respectfully submitted,

Randall A. Harmon  
Transportation Operations Manager

Placed on the \_\_\_\_\_ Agenda by the Purchasing Division



**RANDALL A. HARMON**  
MANAGER

**TRANSPORTATION MAINTENANCE DIVISION**

**McCoy Building**

902 ABERNETHY ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Potters Industries, LLC  
For Visibead Plus II**

<b>Purpose/Outcomes</b>	The Transportation Maintenance Division uses beads in the striping paint during the summer to stripe County roads. We also contract with cities in Clackamas County to stripe roads within their jurisdictions.
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$750,000 for three and a half years
<b>Funding Source</b>	215-7433-00-424714
<b>Duration</b>	The contract will terminate on December 31, 2021
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. Helps keep a strong infrastructure and ensures safe communities.</li><li>2. Provides maintenance to the traveling public so they can experience a clean, attractive and healthy community.</li></ol>
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Everett Hay, 503-650-3205

**PROCUREMENT PROCESS:**

This request is to purchase against the State of Washington Contract #02513 for Visibead Plus II. A Notice of Intent to purchase was advertised in accordance with ORS and LCRB Rules on June 27, 2018. No comments were received by the time of closing on July 5, 2018.

This request has been reviewed and approved by County Counsel.

Page 2

**RECOMMENDATION:**

Staff recommends the Board approve the request to purchase from Potters Industries, LLC Visibead Plus II.

Respectfully submitted,

Randall A Harmon  
Transportation Operations Manager

Placed on the \_\_\_\_\_ Agenda by the Purchasing Division



**RANDALL A. HARMON**  
MANAGER

**TRANSPORTATION MAINTENANCE DIVISION**

**McCoy Building**

902 ABERNETHY ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Potters Industries, LLC  
For Visilok Drying Agent**

<b>Purpose/Outcomes</b>	The Transportation Maintenance Division uses the visilock drying agent during the summer to stripe County roads. We also contract with cities in Clackamas County to stripe roads within their jurisdictions. The Visilok Drying Agent is a specialty product that is used to help the paint stick to the asphalt when conditions are cooler or in the mornings when there might be dew or wet areas.
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$300,000 for three and a half years
<b>Funding Source</b>	215-7433-00-424714
<b>Duration</b>	The contract will terminate on December 31, 2021
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. Helps keep a strong infrastructure and ensures safe communities.</li><li>2. Provides maintenance to the traveling public so they can experience a clean, attractive and healthy community.</li></ol>
<b>Contact Person</b>	Everett Hay, 503-650-3205

**PROCUREMENT PROCESS:**

This request is to purchase against the State of Washington Contract #02513 for the Visilok Drying Agent and a Notice of Intent to purchase was advertised in accordance with ORS and LCRB Rules on June 28, 2018. No comments were received by the time of closing on July 9, 2018.

This request has been reviewed and approved by County Counsel.



Page 2

**RECOMMENDATION:**

Staff recommends the Board approve the request to purchase from Potters Industries, LLC for the Visilok Drying Agent.

Respectfully submitted,

Randall A. Harmon  
Transportation Operations Manager

Placed on the \_\_\_\_\_ Agenda by the Purchasing Division



**RANDALL A. HARMON**  
MANAGER

**TRANSPORTATION MAINTENANCE DIVISION**

**McCoy Building**

902 ABERNETHY ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with P.C.R., Inc. for  
Dickey Prairie Road Pavement Distress Mitigation**

<b>Purpose/Outcomes</b>	This contract will repair the damaged road by constructing a MSE retaining wall, deep road patch, and re-establish two way travel on Dickey Prairie Road.
<b>Dollar Amount and Fiscal Impact</b>	Contract value is \$549,855.00
<b>Funding Source</b>	215-7433-00-431900, RM2017-19
<b>Duration</b>	Contract execution through December 31, 2018
<b>Strategic Plan Alignment</b>	This project will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.
<b>Contact Person</b>	Vince Hall, Project Manager 503-650-3210

**Background:**

Dickey Prairie Road's south bound lane is closed to protect the safety of the traveling public because of damage caused by landslide activity. Dickey Prairie Road is a two lane dead-end road which serves as a life safety route for multiple private residences. If the road isn't repaired and the northbound lane is damaged by the landslide multiple residences will lose access in and out of the area and they won't have access to emergency services.

This contract will repair the damaged road by constructing a MSE retaining wall, deep road patch, and re-establish two way travel on Dickey Prairie Road.

The project work is anticipated to begin immediately following contract signing. Substantial completion will be not later than August 31, 2018 with final completion not later than December 31, 2018.

**Procurement Process:**

This project was completed by way of a two (2) process solicitation: Notice of Sole Source for a specific item within the bid package and a Competitive Bid.

While discussing the project with the project manager, the bid item for a Tensar Corporation SierraScape Retaining Wall System was noted to be specific to the project. Research was conducted to identify any alternatives. It was determined that the SierraScape system was the only logical item that could be used for this application due to its smaller size and its ability to allow water to pass through should the current drainage system fail. On May 2, 2018, the Procurement Division issued a Notice of Sole Source for this specific bid item and received no protests.

Upon completion of the Notice of Sole Source, the Bid Package then advertised in accordance with ORS and LCRB Rules on May 14, 2018. Bids were opened on June 6, 2018. The County received one (1) bid: P.C.R., Inc., \$549,855.00. After review of the Bid, P.C.R., Inc. was determined to be lowest responsive bidder.

This contract has been reviewed and approved by County Counsel.

**Recommendation:**

Staff respectfully recommends that the Board approves and signs this construction services contract with P.C.R., Inc. for Dickey Prairie Road Pavement Distress Mitigation.

Sincerely,

Randall A. Harmon  
Transportation Operations Manager

Placed on the BCC Agenda \_\_\_\_\_ by Procurement



## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and **P.C.R., Inc.**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: **#2018-40 Dickey Prairie Road Pavement Distress Mitigation**

### 1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **five hundred forty-five thousand eight hundred fifty-five Dollars (\$549,855.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Clackamas County General Conditions for Public Improvement Contracts (11/1/2017) ("General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Public Improvement Contract Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Instructions to Bidders
- Bid Bond
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form
- Addenda 1-2

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Dickey Prairie Road Pavement Mitigation Project (the "Specifications"), together with the provisions of the Oregon Standard Specifications for Construction (2015) referenced therein.

### 2. Representatives.

Contractor has named Jeffrey R. Cox as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Vince Hall as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

### 3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be

working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

**Project Executive:** Jeffrey R. Cox shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

**Project Manager:** Joel Fairchild shall be the Contractor's project manager and will participate in all meetings throughout the project term.

#### **4. Contract Dates.**

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed

SUBSTANTIAL COMPLETION DATE: August 31, 2018

FINAL COMPLETION DATE: December 31, 2018

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

#### **5. Insurance Certificates.**

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us).

#### **6. Tax Compliance.**

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

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

#### **7. Confidential Information.**

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner (“Confidential Information”). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

**8. Counterparts.**

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

**9. Integration.**

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

**10. Liquidated Damages**

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor’s failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

- 10.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:
  - 10.1.1. \$800.00 per Calendar day past the Substantial Completion.

**In witness whereof**, Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:  
**P.C.R., Inc.**  
**P.O. Box 630**  
**Beavercreek, Oregon 97004**

Contractor CCB # 134134    Expiration Date: 03/17/2019  
Oregon Business Registry # 668434-84    Entity Type: DBC    State of Formation: Oregon

Signature page to follow.

*Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.*

P.C.R., Inc.

Clackamas County Board of County Commissioners

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name / Title Printed

\_\_\_\_\_  
Recording Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date



DAN JOHNSON  
DIRECTOR

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

July 12, 2018

Board of Commissioners  
Clackamas County

Members of the Board:

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

<b>Purpose/ Outcomes</b>	Approval to apply for a BUILD Discretionary Transportation Grant to replace the bridge across the Bull Run River on Bull Run Road.
<b>Dollar Amount and Fiscal Impact</b>	\$7.2 million in grant funds will be requested. Matching funds in the amount of \$720,000 will be provided from Road Fund
<b>Funding Source</b>	Federal Highway Administration and Clackamas County Road Use Funds. No county general funds will be involved.
<b>Duration</b>	Grant award would occur no later than December 2018. Project would begin in 2019 and be complete no later than September 2025.
<b>Previous Board Action</b>	The Board previously reviewed and approved this proposed grant application in a Policy Session on May 31, 2018.
<b>Strategic Plan Alignment</b>	- Build strong infrastructure.
<b>Contact Person</b>	Stephen Williams, Principal Transportation Planner 503- 742-4696
<b>Contract No.</b>	NA

**BACKGROUND:**

Annually, since 2009, the US Department of Transportation, Federal Highway Administration has offered discretionary grants for vital transportation improvements, previously known as TIGER Grants, but now known as the BUILD Grant program. The emphasis for the program has shifted to focus on smaller grants (less than \$25 million) for infrastructure in rural areas. Full replacement of the bridge over the Bull Run River on Bull Run Road is a strong candidate for BUILD funding. The bridge is over 124 years old and has a sufficiency rating of 25 (out of 100). This bridge is the only connection to an area of northeast Clackamas County with a population of 360 for emergency response and access to services in Sandy. It is also a critical connection for the Portland Water Bureau to access the Bull Run Reservoir, which is the primary water source for over 1,000,000 people in the Portland area.

**RECOMMENDATION:**

Staff respectfully recommends the approval to apply for the BUILD grant in the amount of \$7.2 million.

Respectfully submitted,

Mike Bezner, Assistant Director  
Transportation and Development



# Grant & Financial Award Application Lifecycle Form

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

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

## \*\* CONCEPTION \*\*

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

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

**Lead Department:** Department of Transportation and Development - Transportation Planning Grant | Funding Renewal?  Yes  No

Name of Funding Opportunity: BUILD Transportation Discretionary Grants

Funding Source:  Federal  State  Local: Metro

Requestor (Name of staff person initiating form): Stephen Williams

Requestor Contact Information: swilliams@clackamas.us; (503) 742-4696

Department Fiscal Representative: Diedre Landon

Program Name or Number (please specify): BUILD Transportation Discretionary Grants

#### Brief Description of Project:

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

Name of Funding (Granting) Agency: Federal Highway Administration

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

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

### OR

Application Packet Attached:  Yes  No

Completed By: Stephen Williams 05/23/2018  
Date

### Section II: Funding Opportunity Information

Competitive Grant  Non-Competing Grant/Renewal  Other Notification Date: 12/18/2018

CFDA(s), if applicable: 20.932

Announcement Date: 04/27/2018 Announcement/Opportunity #: \_\_\_\_\_

Award Category/Title: BUILD Transportation Discretionary Grants Max Award Value: \$7.2 million

Allows Indirect/Rate: Unclear but likely, per OMB circular A-87 Match Requirement: Match preferred but not required

Application Deadline: 07/19/2018 Other Deadlines: 09/30/2020

Award Start Date: appx: 6/2020 Other Deadline Description: Grant must be obligated by 9/30/2020

Award End Date: 09/30/2025

Completed By: Stephen Williams

Pre-Application Meeting Schedule: 29-May-18

### **Section III: Funding Opportunity Information - To be completed by Dept Program Staff**

#### **Mission/Purpose:**

*1. How does the award support the Department's Mission/Purpose/Goals?*

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

*2. How does the award support the Division's Mission/Purpose/Goals? (If applicable)*

One of the goals identified as part of DTD's mission/purpose is the development of a safe transportation system. Although this bridge is very low use, it is very important because it the only bridge over Bull Run River into the Bull Run Reservoir watershed protection area. The bridge is critical for Portland Water System maintenance at the reservoir.

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

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

*4. What are the objectives of this award? How will we meet these objectives?*

The objective of this award would be to replace this bridge by building a completely new bridge next to the existing bridge.

*5. Does the award proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?*

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

#### **Organizational Capacity:**

*1. Does the organization have adequate and qualified staff? If yes, what types of staff are required?*

*If no, can staff be hired within the award timeframe?*

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

*2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?*

The critical partner for this project is Portland Water System. They need a bridge to cross Bull Run River to access their facilities at the Bull Run Reservoir. DTD has been in contact with Portland representatives regarding this grant application and will conduct

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

This is not a pilot project.

*4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted?*

*If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?*

This grant funding will not create a new program.

**Collaboration**

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

The county departments that will be involved in this project will be the Department of Transportation and Development, and Department of Public and Government Affairs for required public outreach activities.

**Reporting Requirements**

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

It is anticipated the county will be asked to submit progress reports and deliverables to FHWA every month as a condition of disbursement of funds. Final products will include full design of the project, right-of-way acquisition, and full construction of the proposed new bridge.

2. What is the plan to evaluate award performance? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the award timeframe?

Award performance will primarily be judged on the ability to complete construction within the proposed budget.

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

It is anticipated that FHWA will require a full, itemized reimbursement request and a cost report submitted monthly, although 2 CFR 200 gives FHWA some leeway on that requirement. Upon completion the county must submit an itemized project cost report and request for final payment including holdback. The County is responsible to maintain all fiscal records and other records necessary to document County performance for a period of no less than six years.

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

**Fiscal**

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

If this application is funded it will provide up to \$7.2 million towards the replacement of a bridge that is over 120 years old and sufficiency rating of 25.

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

If the grant is awarded, Road Use Funds will be used to complete project engineering up to 100% design, as well as right-of-way

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local award, etc.)?

This grant does not require a match. We would show the proposed expenditure of Road Use funds described under the previous question as demonstrating county commitment to the project.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

This is a one-time, grant funding proposal. Sustained funding is not required.

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

It is unclear at this time from the Notice of Funding Opportunity if indirect costs will be allowed. However, previous grants under this program have allowed indirect costs consistent guidance from OMB and the adopted DTD Indirect Cost Plan that has been approved by Oregon DOT.

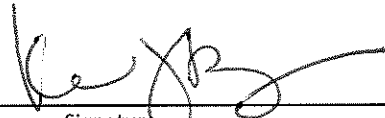
Program Approval:

Karen Buehrig

Name (Typed/Printed)

5-30-18

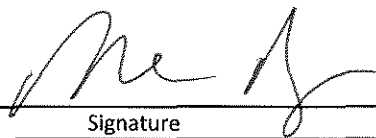
Date




Signature

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

**Section IV: Approvals**

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Mike Bezner	5/30/18	
Name (Typed/Printed)	Date	Signature


DEPARTMENT DIRECTOR		
Don Johnson	6/1/18	
Name (Typed/Printed)	Date	Signature

**IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT, BY EMAIL OR BY COURIER, TO FINANCE. ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.**

**Section V: Board of County Commissioners/County Administration**

*(Required for all award applications. All award awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

**For applications up to \$150,000:**

COUNTY ADMINISTRATOR	Approved: <input checked="" type="checkbox"/>	Denied: <input type="checkbox"/>
David D. Kozup	6/3/2018	
Name (Typed/Printed)	Date	Signature

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

BCC Agenda item #:  Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.

Department: keep original with your award file.