



AGENDA

Thursday, August 21, 2014 - 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2014-84

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY PUBLIC HEARING

1. Resolution No. 1908, Approval of the Fiscal Year 2014 Annual Plan Amendment (Chuck Robbins, Housing Authority Director)

II. HOUSING AUTHORITY CONSENT AGENDA

1. Resolution No. 1907, Approval of the Housing Authority's Certification for the Section 8 Management Assessment Program

III. 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 meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

IV. PUBLIC HEARINGS *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

- 3 1. First Reading of Ordinance No. ____ Amending Title 6 of the Clackamas County Code, Smoking Regulations In and Around County Facilities (Stephen Madkour, County Counsel)
- 4 2. Board Order No. ____ Amending Local Contract Review Board Rules, County Code Appendix "C" (Stephen Madkour, County Counsel)

V. 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

VI. 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. Health, Housing & Human Services

- 5 1. Approval of a Funding Agreement with United Way of the Columbia-Willamette to Provide Short-Term Rent and Mortgage Assistance Services to Low-Income Families in Clackamas County who are at Risk of Losing their Home – *Social Services*
- 6 2. Approval of an Interagency Agreement Amendment No. 1 between the Development Agency and Community Development for the SE Bell Road Pedestrian Street Improvements Project within the North Clackamas Revitalization Area – *Housing & Community Development*

B. Department of Transportation & Development

- 7 1. Approval of Intergovernmental Agreement No. 29025 with Oregon Department of Transportation for the Local Agency Certification Program
- 8 2. Approval of a Contract with Kodiak Pacific Construction for the Mabel Avenue Improvement Project - *Purchasing*

C. Elected Officials

- 9 1. Approval of Previous Business Meeting Minutes – *BCC*
- 10 2. Approval of Amendment No. 3 to the Intergovernmental Agreement between the District Attorney's Office and the State of Oregon to Increase/Improve the Quality of Juvenile Dependency Proceedings - *DA*

D. Juvenile Department

- 11 1. Approval of an Award Amendment for the 2013 Byrne Juvenile Assistance Grant to Enhance the Services of the Juvenile Drug Court

E. County Counsel

- 12 1. Approval of an Amendment to the Intergovernmental Agreement with the Development Agency (North Clackamas Revitalization Area) for Purposes for Clarifying Certain Accounting Practices

VII. SERVICE DISTRICT NO. 5 (Street Lighting)

- 13 1. Board Order No. ____ Certifying the 2014-2015 Assessment Roll for Clackamas County Service District No. 5

VIII. WATER ENVIRONMENT SERVICES

- 14 1. Approval of a Section 00500 Agreement between Tri-City Service District and PCR, Inc for the Tri-City Water Pollution Control Plant Lime Storage Silo Addition Project
- 15 2. Approval and Acceptance of a Service Connection Mortgage in the North Clackamas Service Area for Clackamas County Service District No. 1

IX. COUNTY ADMINISTRATOR UPDATE

X. 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. www.clackamas.us/bcc/business.html

August 21, 2014

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Resolution No. 1906: Approval of the Fiscal Year 2014 Annual Plan Amendment

| | |
|--|--|
| Purpose/Outcomes | Approval of the Housing Authority of Clackamas County's (HACC) Fiscal Year 2014 Annual Plan Amendment to bring us in compliance with HUD requirements to adjust flat rents for our Public Housing units. |
| Dollar Amount and Fiscal Impact | Public Housing Rent Revenue to increase by \$3,264/annually for a total projected rent revenue of \$1,367,782 |
| Funding Source | U.S. Housing & Urban Development (HUD) |
| Safety Impact | N/A |
| Duration | July 2014 – June 2015 |
| Previous Board Action | The FY 2014 Annual Plan was approved by the Housing Authority Board of Commissioners on April 3 rd , 2014. Resolution of approval of plan No. 1904. |
| Contact Person | Chuck Robbins – Executive Director, Housing Authority 503-650-5666 |
| Contract No. | N/A |

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval of an amendment to HACC's Fiscal Year 2014 Annual Plan.

The Annual Plan was effective as of July 1st, 2014. The purpose of the Annual Plan is to provide an annual update to HUD (U.S. Department of Housing and Urban Development) regarding the Housing Authority's policies, rules, and requirements concerning its operations, programs and services. The Annual Plan can be amended during the implementation year by calling a public hearing in front of the Board of County Commissioners and by providing notification of the amendment of modification to HUD. The amendment will be approved in accordance with HUD's plan review procedures, as provided in the Code of Federal Regulations (CFR) 903.23.

The proposed amendment is required by HUD to adjust flat rents to a minimum of 80% of HUD determined Fair Market Rent. Fair Market Rents are determined by HUD annually, based on the number of bedrooms and bathrooms in the unit and apply across the entire Portland-Vancouver-Hillsboro, OR- WA Metropolitan Statistical Area.

Flat rents are based on market rents charged for comparable units in the private unassisted rental market. The flat rent should be equal to the estimated rent for which HACC could promptly lease the public housing unit.

Once each year, HACC must offer families the choice between a market-based flat rent and an income-based rent. There is no utility allowance or reimbursement with flat rents. When the family elects to pay the flat rent, the flat rent amount quoted to the family by HACC is the amount the family

pays. Changes in family income, expenses, or composition will not affect the flat rent amount because it is outside the income-based formula.

Pending HACC BCC final approval, the amendment will be effective September 1, 2014. The Board resolution contains HUD-approved Significant Amendment language that HUD will deem approved upon submission to HUD.

Per the requirements of the Quality Housing and Work Responsibility Act (QHWRA) of 1998, this Annual Plan Amendment was presented to the Resident Advisory Board (RAB). The RAB is made up of residents from Public Housing and Section 8 programs. The RAB met on July 7th, 2014 to review the Annual Plan Amendment. On June 4th, 2014, HACC published a public notice opening the Annual Plan Proposed Amendment for public review and comments from June 4th, 2014 through August 7th, 2014. The Annual Plan Proposed Amendment was made available on the HACC website.

RECOMMENDATION:

Staff recommends that the HACC Board of County Commissioners approve Resolution No. 1906, and direct HACC staff in finalizing the Annual Plan Amendment.

Respectfully submitted,



Cindy Becker, Director

BEFORE THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

In the Matter of Approving the Housing
Authority's FY 2014 Annual Plan (Agency
Plan) Amendment

RESOLUTION NO. 1906

WHEREAS, the Housing Authority of Clackamas County (HACC), Oregon has developed a streamlined FY 2014 Annual Plan that was approved by the Housing Authority Board of Commissioners on April 3rd, 2014 (Agency Plan) and

WHEREAS, the US Department of Housing and Urban Development (HUD) has requested an amendment to Agency Plan to change Public Housing Flat Rents, and

WHEREAS, the Agency Plan was amended during the implementation year by calling a public hearing in front of the Board of Commissioners and by providing notification of the amendment of modification to HUD

WHEREAS, the Agency Plan Proposed Amendment was advertised in the Oregonian on June 4th, 2014 for public review and comment from June 4th, 2014 through August 7th, 2014, and

WHEREAS, the Agency Plan Proposed Amendment was discussed and testimony was taken at a public hearing in front by the HACC's Board of Commissioners on August 21st, 2014, and

WHEREAS, HUD requires HACC Board approval of the Agency Plan Proposed Amendment in the following form:

The Housing Authority of Clackamas County hereby amends its flat rent policies to comply with the statutory changes contained within, Public Law 113 – 76, the Fiscal Year 2014 Appropriation Act.

The Housing Authority of Clackamas County will set the flat rental amount for each public housing unit that complies with the requirement that all flat rents be set at no less than 80 percent of the applicable Fair Market Rent (FMR) adjusted, if necessary, to account for reasonable utilities costs. The new flat rental amount will apply to all new program admissions effective September 1, 2014. For current program participants that pay the flat rental amount, the new flat rental amount will be offered, as well as the income-based rental amount, at the next annual rental option.

The Housing Authority of Clackamas County will place a cap on any increase in a family's rental payment that exceeds 35 percent, and is a result of changes to the flat rental amount as follows:

- *Multiply the existing flat rental payment by 1.35 and compare that to the updated flat rental amount;*
- *The PHA will present two rent options to the family as follows: the lower of the product of the calculation and the updated flat rental amount; and the income-based rent, and*

BEFORE THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

In the Matter of Approving the Housing
Authority's FY 2014 Annual Plan (Agency
Plan) Amendment



RESOLUTION NO. 1906
(Cont'd)

NOW THEREFORE BE IT RESOLVED that the
Agency Plan Proposed Amendment is approved, and the Executive Director of the Housing
Authority of Clackamas County is authorized to submit these documents to HUD.

DATED this ____ day of _____, 2014

BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF CLACKAMAS COUNTY, OREGON

John Ludlow, Chair

Recording Secretary

COPY

August 21, 2014

Board of County Commissioners of the
Housing Authority of Clackamas County

Members of the Board:

**Resolution No. 1907: Approval of the Housing Authority's Certification for the
Section 8 Management Assessment Program**

| | |
|--|---|
| Purpose/Outcomes | Resolution No. 1907 grants approval to submit Housing Authority of Clackamas County's (HACC) Section 8 Management Assessment Program Certification (SEMAP). |
| Dollar Amount and Fiscal Impact | \$0 |
| Funding Source | HUD |
| Safety Impact | None |
| Duration | One year upon final U.S. Department of Housing and Urban Development (HUD) Approval |
| Previous Board Action | Resolution No. 1902, SEMAP approval was passed by the HACC Board of Commissioners in 2013 |
| Contact Person | Chuck Robbins, Executive Director, 503-650-5666 |
| Contract No. | N/A |

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing, and Human Services Department, requests approval of Resolution 1907 to approve and submit HACC's Section 8 Management Assessment Program Certification (SEMAP).


The U. S. Department of Housing and Urban Development (HUD) requires HACC to complete the SEMAP annually. SEMAP allows HUD to measure and rate how well a Housing Authority is administering the Section 8 tenant-based assistance program. There are fourteen areas HACC is rated on by HUD. A Housing Authority is rated one of three ratings: High Performer, with a score of 90% or higher; Standard Performer, with a score between 60% and 89%; or Troubled Housing Authority, with a score below 60%. HACC has an opportunity to respond if there are any significant findings by HUD. Last year, HACC was rated a high performer with a score of 96%.

A copy of HACC's SEMAP form is attached. HUD may also do a site review. At a site review, HACC must show data that supports its SEMAP submission. The supporting data may also be verified at the time of HACC's annual audit. Approval of Resolution 1907 shows the Board approves of our SEMAP submission and gives HACC the authority to submit it to HUD.

RECOMMENDATION:

Staff recommends that the Board approve Resolution 1907 and the attached Certification for SEMAP and that the Executive Director of the Housing Authority be authorized to submit the Certification to HUD.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cindy Becker", written in a cursive style.

Cindy Becker, Director

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Toni Karter
(MM4139)
PIC Main

SEMAP | **Reports** | **Submission**

List **Summary** **Certification** **Profile** **Comments**

Field Office: **0EPH PORTLAND PROGRAM CENTER**

Housing Agency: **OR001 Clackamas**

Housing Agency Details

SEMAP PHA Fiscal Year: 2014

KDHAP FYE: 6/30

 Status: Certification to HA Executive Director

Exec Director Approval Date: NA

SEMAP Certification Due Date: 8/29/2014

Corrective Actions Required: 0

SEMAP Certification Details

| FYE | Certification/Profile | Submission Status | Overall Rating | Reason | Date |
|-----------|-----------------------|--|----------------|-------------------|------------|
| 6/30/2014 | <u>Certification</u> | Certification to HA Executive Director | -- | New Certification | 07-30-2014 |

Comment

General - 07/30/2014 - Toni Karter(PHA) Indicator #14

14b Asks a question but has no space in the form to fill in the answer. The percentage of FSS Participants with Escrow Account Balances is 75.8%.

General - 07/30/2014 - Toni Karter(PHA) Indicator #4

The Housing Authority adopted separate and new utility allowance tables Septebmer 1, 2014 with rates in effect as of June 1, 2013. The Housing Authority noted no significant changes in rates as of June 1, 2014, but has since noticed July 1, 2014, rates have changed. HACC will review and consider a change to Utility Allowances to be in effective September 1, 2015.

General - 07/30/2014 - Toni Karter(PHA) Indicator #13

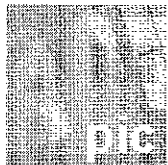
Due to sequestration, the Housing Authority was facing the very real potential to not be able to pay landlords. Therefore, the Housing Authority chose to stop leasing up and wait for Congress to renew funding levels. The Housing Authority dropped lease up to 89% and then in January Congress renewed funding levels to pre-sequestration levels so we are now in a very hard position trying to fully lease up again. We are currently at 94% lease up with a goal of 100% lease up by December 2014. The Housing Authority strongly feels it should not be punished for being fiscally responsible and not overcommitting and requesting additional funding.

General - 07/28/2014 - Toni Karter(PHA) Indicator #8

HACC established higher payment standards in Lake Oswego and West Linn to promote a deconcentration of poverty and expand housing opportunities. The separate payment standards are submitted as page 2 of payment standards. HACC also in a Memorandum of Understanding (MOU) with HomeForward (Multnomah County) and adopted their Payment Standards for our clients who chose to live in Multnomah County as allowed under the MOU.

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Assessment Profile | Reports | Submission

List Summary Certification Profile Comments

Field Office: 0EPH PORTLAND PROGRAM CENTER

Housing Agency: OR001 Clackamas

PHA Fiscal Year End: 6/30/2014

Toni Karter
(MM4139)
PIC Main

SEMAP

KDHAP

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OMB Approval No. 2577-0215

SEMAP CERTIFICATION (Page 1)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Check here if the PHA expends less than \$300,000 a year in federal awards

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1 Selection from Waiting List (24 CFR 982.54(d)(1) and 982.204(a))

a. The HA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response Yes No

b. The PHA's quality control samples of applicants reaching the top of the waiting list and admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response Yes No

2 Reasonable Rent (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

a. The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar

unassisted units and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response Yes No

b. The PHA's quality control sample of tenant files for which a determination of reasonable rent was required to show that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response At least 98% of units sampled 80 to 97% of units sampled
 Less than 80% of units sampled

3 Determination of Adjusted Income (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files show that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response At least 90% of files sampled 80 to 89% of files sampled
 Less than 80% of files sampled

4 Utility Allowance Schedule (24 CFR 982.517)

The PHA maintains an up-to-date utility schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response Yes No

5 HQS Quality Control (24 CFR 982.405(b))

The PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of cross section of inspectors.

PHA Response Yes No

6 HQS Enforcement (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response At least 98% of cases sampled Less than 98% of cases sampled

7 Expanding Housing Opportunities.

(24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12))
 Applies only to PHAs with jurisdiction in metropolitan FMR areas

Check here if not applicable

a. The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response Yes No

b. The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response Yes No

c. The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response Yes No

d. The PHA's information packet for certificate and voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response Yes No

e. The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response Yes No

f. The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response Yes No

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ASSESSMENT Profile | **Reports** | **Submission**

List **Summary** **Certification** **Profile** **Comments**

Field Office: 0EPH PORTLAND PROGRAM CENTER

Housing Agency: OR001 Clackamas

PHA Fiscal Year End: 6/30/2014

Toni Karter
(MM4139)
PIC Main

SEMAP

KDHAP

SEMAP CERTIFICATION (Page 2)

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Performance Indicators

8 Payment Standards(24 CFR 982.503)

The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes No

FMR Area Name Clackamas County

FMR 1 of 2

Enter current FMRs and payment standards (PS)

| | | | | | | | | | |
|----------|-----|----------|-----|----------|-----|----------|------|----------|------|
| 0-BR FMR | 666 | 1-BR FMR | 774 | 2-BR FMR | 922 | 3-BR FMR | 1359 | 4-BR FMR | 1633 |
| PS | 646 | PS | 751 | PS | 894 | PS | 1240 | PS | 1490 |

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, add similar FMR and payment standard comparisons for each FMR area and designated area.

9 Timely Annual Reexaminations(24 CFR 5.617)

The PHA completes a reexamination for each participating family at least every 12 months.(24 CFR 5.617)

PHA Response Yes No

10 Correct Tenant Rent Calculations(24 CFR 982, Subpart K)

The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program (24 CFR 982,Subpart K)

PHA Response Yes No

11 Pre-Contract HQS Inspections(24 CFR 982.305)

Each newly leased unit passes HQS inspection before the beginning date of the assisted lease and HAP contract.(24 CFR 982.305)

PHA Response Yes No

12 Annual HQS Inspections(24 CFR 982.405(a))

The PHA inspects each unit under contract at least annually (24 CFR 982.405(a))

PHA Response Yes No

13 Lease-Up

The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year

PHA Response Yes No

14 Family Self-Sufficiency (24 CFR 984.105 and 984.305)

14a.Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required.

Applies only to PHAs required to administer an FSS program.

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Profile | Reports | Submission

| List | Summary | Certification | Profile | Comments |
|----------------------|------------------------------|---------------|---------|----------|
| Field Office: | 0EPH PORTLAND PROGRAM CENTER | | | |
| Housing Agency: | OR001 Clackamas | | | |
| PHA Fiscal Year End: | 6/30/2014 | | | |

SEMAP
KDHAP
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SEMAP CERTIFICATION (Page 2)

Performance Indicators

8 Payment Standards(24 CFR 982.503)

The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes No

FMR Area Name Lake Oswego/West l

FMR 2 of 2

Enter current FMRs and payment standards (PS)

| | | | | | | | | | |
|----------|-----|----------|-----|----------|------|----------|------|----------|------|
| 0-BR FMR | 666 | 1-BR FMR | 774 | 2-BR FMR | 922 | 3-BR FMR | 1359 | 4-BR FMR | 1633 |
| PS | 725 | PS | 843 | PS | 1003 | PS | 1478 | PS | 1777 |

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, add similar FMR and payment standard comparisons for each FMR area and designated area.

9 Timely Annual Reexaminations(24 CFR 5.617)

The PHA completes a reexamination for each participating family at least every 12 months.(24 CFR 5.617)

PHA Response Yes No

10 Correct Tenant Rent Calculations(24 CFR 982, Subpart K)

The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program (24 CFR 982,Subpart K)

PHA Response Yes No

11 Pre-Contract HQS Inspections(24 CFR 982.305)

Each newly leased unit passes HQS inspection before the beginning date of the assisted lease and HAP contract.(24 CFR 982.305)

PHA Response Yes No

12 Annual HQS Inspections(24 CFR 982.405(a))

The PHA inspects each unit under contract at least annually (24 CFR 982.405(a))

PHA Response Yes No

13 Lease-Up

The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year

PHA Response Yes No

14 Family Self-Sufficiency (24 CFR 984.105 and 984.305)

14a.Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required.

Applies only to PHAs required to administer an FSS program.

Check here if not applicable

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

0

Or, Number of mandatory FSS slots under HUD-approved exception (If not applicable, leave blank)

b. Number of FSS families currently enrolled

84

c. Portability: If you are the initial PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

3

Percent of FSS slots filled (b+c divided by a) (This is a nonenterable field. The system will calculate the percent when the user saves the page)

0

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

Applies only to PHAs required to administer an FSS program

Check here if not applicable

PHA Response Yes No

Portability: If you are the initial PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

0

15 Deconcentration Bonus

The PHA is submitting with this certification data which show that :

(1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;

(2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is atleast two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY; or

(3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response Yes No

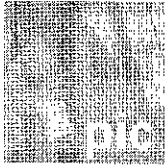
[Go to Comments](#)

[Deconcentration Addendum](#)

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Toni Karter
(MM4139)
PIC Main

REGISTERED Profiles | **Reports** | **Submission**

| List | Summary | Certification | Profile | Comments |
|----------------------|-------------------------------------|---------------|---------|----------|
| Field Office: | 0EPH PORTLAND PROGRAM CENTER | | | |
| Housing Agency: | OR001 Clackamas | | | |
| PHA Fiscal Year End: | 6/30/2014 | | | |

- SEMAP
- KDHAP
- Logoff

SEMAP CERTIFICATION - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date 7/30/2014

PHA Name **Clackamas**
Principal Operating Area of PHA **Clackamas**

(The geographic entity for which the Census tabulates data)

Special Instructions for State or regional PHAs. Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area **5.90**

Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, the PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

1 1068 **a** Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.

1639 **b** Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.

65 **c** Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end the last PHA FY (line a divided by line b).

Is line c 50% or more? **Yes** **No**

2 **a** Percent of all Section 8 families with children residing in low poverty census tracts at the end of the last completed PHA FY.

b Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.

c Number of Section 8 families with children who moved during the last completed PHA FY

d Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).

Is line d at least two percentage points higher than line a? **Yes** **No**

3 **a** Percent of all Section 8 families with children that residing in low poverty census tracts in the PHAs principle operating area at the end of the second to last completed PHA FY.

b Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.

c Number of Section 8 families with children who moved during the last two completed PHA FYs.

d Percent of all Section 8 families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).

Is line d at least two percentage points higher than line a? Yes No

If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points. See instructions above concerning bonus points for State and regional PHAs.

[Back to Certification](#)

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3

OFFICE OF COUNTY COUNSEL

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

Stephen L. Madkour
County Counsel

Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Assistants

August 21, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

**An Ordinance Amending Title 6 of the Clackamas County Code,
Smoking Regulations In and Around County Facilities**

| | |
|--|--|
| Purpose/Outcomes | To Amend Title 6 of the County Code to prohibit E-Cigarettes and to further clarify the County's tobacco use policies. |
| Dollar Amount and Fiscal Impact | N/A |
| Funding Source | Existing general fund |
| Safety Impact | Prohibiting tobacco use in and around county facilities is in the best interest of the health, safety, and welfare of citizens and employees of Clackamas County |
| Duration | Effective immediately upon adoption. |
| Previous Board Action | The Board met in a July 8, 2014 study session on this matter and decided to proceed to a public hearing and the first reading of the ordinance. |
| Contact Person | Stephen L. Madkour, County Counsel, 503/655-8362 |

BACKGROUND:

Title 6.04 of the County Code regulated smoking in and around county facilities. The proposed amendments to the Code clarify some of the language in the existing code, and include in the definition of prohibited items chewing tobacco and electronic or e-cigarettes. The current ordinance does not prohibit chewing tobacco or electronic cigarettes. The amendments also include some housekeeping items, such as a change in title, and prohibiting tobacco use in county vehicles. A redlined version of the proposed ordinance is attached as Exhibit A.

RECOMMENDATION:

Staff recommends the Board of County Commissioners read the proposed ordinance by title only. After the second reading the proposed ordinance would be adopted and declaring an emergency would be effective immediately.

Respectfully submitted,



Stephen L. Madkour
County Counsel

Attachments

ORDINANCE NO. _____

An Ordinance Amending Title 6, Smoking Regulations In and Around County Facilities of the Clackamas County Code

WHEREAS, the Clackamas County Board of Commissioners finds that Title 6, Smoking Regulations in and Around County Facilities, of the Clackamas County Code should be updated to reflect public health concerns about all tobacco use and electronic cigarettes; and

WHEREAS, the Clackamas County Board of Commissioners finds that the use of electronic or e-cigarettes to be contrary to the public health, safety and welfare; and

Now, therefore, the Board of Commissioners of Clackamas County amends the Clackamas County Code as follows:

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Title 6 of the Clackamas County Code is hereby amended in title and substance as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

Section 2: Emergency Clause. The Board of Commissioners hereby finds and declares that an emergency exists inasmuch as the immediate effect of this Ordinance is necessary for the health, safety, and welfare of the employees and residents of the County. Accordingly, this Ordinance shall be effective upon its adoption.

ADOPTED this _____ day of August 2014.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

EXHIBIT A

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2006, 6-29-06]

Chapter 6.04

~~6.04~~ **6.04 TOBACCO USE SMOKING REGULATIONS IN AND AROUND COUNTY FACILITIES**

[The Title of Chapter 6.04 changed by Ord. 04-2008, 12/18/08]

6.04.010 Purpose

The purpose of this chapter is to protect the health and welfare of the public, County employees and of all Clackamas County by providing a place that is free of tobacco, tobacco smoke, vapor and other smoking instruments for all employees, clients, contractors, volunteers, and visitors to County facilities, and to reduce costs for the repair, maintenance and cleaning of County property, and to reduce the risk of fire.

[Codified by Ord. 05-2000, 7/13/00; Repealed and Replaced by Ord. 04-2008, 12/18/08]

6.04.020 Definitions

As used in this chapter:

- A. COUNTY FACILITY means an enclosed area that is operated, owned, leased, or rented by Clackamas County, or any of its departments or agencies. It includes, but is not limited to buildings, portions of buildings, meeting rooms, elevators, stairways, and motor vehicles that are operated in the course of County business ~~that are not operated exclusively by one employee.~~
- B. DESIGNATED SMOKING AREA means a location sheltered or unsheltered that is designated by Clackamas County and posted with signage that indicates it is a permissible smoking area.
- C. ENCLOSED AREA means all space between a floor and a ceiling that is enclosed on three or more sides by permanent or temporary walls or windows, exclusive of doors or passageways that extend from the floor to the ceiling.
- D. SMOKING means using, inhaling, exhaling, burning or carrying any smoking instrument, or lighted or heated cigar, cigarette, pipe, weed, plant, or other tobacco like product or substance in any manner or in any form, including the use of electronic smoking devices which create a vapor.
- E. SMOKING INSTRUMENT means any cigar, cigarette, pipe, or other smoking equipment, including any form of electronic cigarette or smoking apparatus; also includes smokeless dissolvable tobacco or nicotine product; chewing tobacco, also known as chew, snuff, or dip.
- F. TOBACCO PRODUCT includes any means any product that contains tobacco or is derived from tobacco and is intended to be introduced into the human body. "Tobacco Product" includes any electronic smoking device. "Tobacco Product" does not mean any

product that the United States Food and Drug Administration has approved as a tobacco use cessation product.

[Codified by Ord. 05-2000, 7/13/00; Repealed and Replaced by Ord. 04-2008, 12/18/08]

6.04.030 Policy

- A. Smoking is prohibited inside all County facilities. Smoking is restricted to designated smoking areas outside County facilities on County property. These prohibitions shall apply to all employees, clients, contractors, volunteers, and visitors.
- B. A person may not smoke ~~or use or carry any lighted~~ smoking instrument within 25 feet of the following parts of a County facility:
 - 1. Entrances;
 - 2. Exits;
 - 3. Windows that open; and
 - 4. Ventilation intake that serves an enclosed area.
- C. A conspicuous sign stating that smoking is prohibited shall be posted at the entrance of every County facility where smoking is prohibited by this chapter.

[Codified by Ord. 05-2000, 7/13/00; Repealed and Replaced by Ord. 04-2008, 12/18/08]

6.04.040 Violation

It is a violation of this chapter for any person to smoke in any area where smoking is prohibited by this chapter.

[Codified by Ord. 05-2000, 7/13/00; Repealed and Replaced by Ord. 04-2008, 12/18/08]

6.04.050 Severability

If any clause, section or provision of this chapter is declared unconstitutional or invalid for any reason or cause, the remaining portion of this chapter shall remain in full force and effect and be valid as if the invalid portion had not been incorporated herein. [Codified by Ord. 05-2000, 7/13/00; Repealed and Replaced by Ord. 04-2008, 12/18/08]



4

OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

August 21, 2014

Board of Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Assistants

**Reading and Adoption of a Board Order Amending Local
Contract Review Board Rules (County Code Appendix "C")**

We are here to present the attached proposed amendment to Appendix C of the County Code, which contains the Local Contract Review Board Rules (LCRB Rules). These are the public contracting rules adopted by the County.

Changes to the LCRB Rules are adopted by Board Order upon a single reading, which may be a reading by title only.

During the time period August 25, 2014 through September 8, 2014 the Board of County Commissioners will not be holding regular meetings. In the absence of the regular Board meetings, we request that the County Administrator be given authority to sign all contracts and contract amendments that would otherwise be signed by the Board. Delegation of the Board's contract signing authority to the County Administrator will allow for continuation of regular business matters without delay. The time period for this delegation of authority would be only from August 25, 2014 to September 8, 2014. The County Administrator will report to the Board on September 11, 2014 regarding any contracts entered during the specified time period.

RECOMMENDATION

Staff recommends that the Board conduct a single reading, by title only, and then approve the Board Order amending the Local Contract Review Board Rules.

Sincerely,


Stephen L. Madkour
County Counsel

For information on this issue please contact Lane Miller, Purchasing Manager, at 503-742-5442 or Stephen L. Madkour, County Counsel at 503-655-8362.

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

In the Matter of amending
Local Contract Review Board Rules,
Appendix C of the Clackamas
County Code



ORDER NO.

This matter coming regularly before the Board of County Commissioners,
and it appearing that;

WHEREAS, on June 7, 2012, the Board of County Commissioners
adopted Board Order No. 2012-41 which amended the Local Contract Review
Board Rules, incorporated into the County Code as Appendix C; and

WHEREAS, it is now necessary to temporarily amend those rules to
provide additional authority to the County Administrator to sign contracts, during
a period of time when the Board will not have regularly scheduled meetings;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

Section 1: Section C-050-0100 (2)(c) of Appendix C is hereby amended to read
as follows:

C-050-0100 Delegation of Authority to sign Contracts and Amendments.

(2) Authority to Sign Contracts and Contract Amendments.

(c) For the period of **August 25, 2014 through September 8, 2014**, the
Board of County Commissioners delegates authority to the County
Administrator to sign all Contracts or Contract amendments. The County
Administrator will report to the Board of County Commissioners on Thursday,
September 11, 2014 at the regularly scheduled Business Meeting, regarding
any contracts signed by the County Administrator during this time period.

DATED this 21st day of August, 2014.

BOARD OF COUNTY COMMISSIONERS

John Ludlow, Chair

Recording Secretary

COPY

August 21, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Revenue Funding Agreement with United Way of the Columbia-
Willamette to Provide Short-Term Rent and Mortgage Assistance Services to
Low-Income Families in Clackamas County Who Are at Risk of Losing Their Housing

| | |
|--|--|
| Purpose/Outcomes | Provides for short-term rent and mortgage assistance services and other necessary supports to low-income families in Clackamas County to ensure housing stability. |
| Dollar Amount and Fiscal Impact | \$23,590 |
| Funding Source | United Way Community Relief Fund. There are no Matching Funds nor County General Funds involved. |
| Safety Impact | None |
| Duration | July 1, 2014 through June 30, 2015. |
| Previous Board Action | None |
| Contact Person | Brenda Durbin |
| Contract No. | 6830 |

BACKGROUND:

The Social Services Division of the Health, Housing & Human Services Department requests approval of a revenue funding agreement to provide short-term rent and mortgage assistance services to low-income families in Clackamas County who are at risk of losing their housing.

United Way of the Columbia-Willamette (UWCW) is a local nonprofit working to build a stronger community in the four-county metro area. The United Way Community Relief Fund was spearheaded by UWCW in partnership with Community Action organizations in Clackamas, Clark, Multnomah and Washington counties. Social Services Division is the designated Community Action agency in Clackamas County. The United Way Community Relief Fund was launched early in 2009 as a rapid response to help families most severely impacted by the faltering economy.

Since the initiative of these funds, 342 households or 1032 persons in Clackamas County received rent, mortgage and utility assistance to help stabilize their housing situation and retain housing. An estimated 50 households will be served in FY14/15 with these additional new funds.

The funding agreement was received from UWCW on July 30, 2014 and was approved by County Counsel on August 5, 2014. Continued participation and subsequent funding are based upon achievement of results.

RECOMMENDATION:

Staff recommends the Board approval of this funding agreement and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C. Becker", written in a cursive style.

Cindy Becker, Director

**Safety Net
2014 - 2015
FUNDING AGREEMENT**

Between
Clackamas Community Services
(Hereinafter referred to as the "Partner")

and

United Way of the Columbia-Willamette

(Hereinafter referred to as UWCW) (UWCW and Partner are collectively referred to as the "Parties")

This Funding Agreement (referred to as "Agreement") confirms that the Board of Directors and Executive Director of the Partner have received notification of an allocation for the fiscal year starting July 1, 2014, and ending June 30, 2015 (referred to as the "Funding Period") in the amount of \$ 23,590. This agreement supports the partnership between UWCW and Partner who hereby acknowledges and agrees that it is responsible for compliance with any written condition(s) relating to the funding allocation provided by UWCW.

This Agreement is entered into on the basis of the Parties' mutual commitment to the community, and to ensure the continued performance of the obligations of both Parties. These obligations include, but are not limited to, the following:

UWCW RESPONSIBILITIES

BEFORE FUNDING PERIOD UWCW agrees to:

- Conduct a thorough review of all of Partner's relevant financial documents to ensure accountability for use of funds;

DURING FUNDING PERIOD UWCW agrees to:

- Monitor compliance with the mutually-agreed upon activities;
- Provide technical assistance and support to Partner to comply with the terms of the Agreement;
- Support Partner through UWCW's marketing and communications materials, including mention of the partnership on the UWCW web site and in other appropriate materials;
- Provide timely payment of the agreed-upon funding amount to Partner for the duration of this Agreement, or for as long as the terms of this Agreement are maintained;
- Convene Safety Net Partners 3 - 6 times to share progress and engage in an intentional peer-based learning process.

PAYMENT SCHEDULE

The agreed-upon funding amount will be disbursed in one payment and be made via direct deposit to the bank account designated by Partner.

| |
|---------------------------------|
| PARTNER RESPONSIBILITIES |
|---------------------------------|

Partner agrees to meet all deadlines in executing the following documentation:

| | |
|--|---|
| 1) Funding Agreement | Signed and executed agreement due August 31 st , 2014 |
| 2) Agreement on: A. Cohort expectations B. Marketing C. Fundraising Policy D. Budget Guidelines E. Baseline Reporting Requirements and Schedule | Due on agreed-upon date and approved by UWCW Grant Liaison |
| 3) Board of Directors' Roster | Provide notification, in writing, of any changes in governance to UWCW Grant Liaison within 30 days of any change |
| 4) Change in Executive Director (or executive decision maker) or Funding Agreement | Provide notification, in writing, to UWCW Grant Liaison within 30 days of hire or taking office |
| 5) Provide Baseline Reporting for the following domains in the Learning Framework: <ul style="list-style-type: none"> ■ Financials ■ Traditional Elements ■ Racial Equity (See addendum B) | Due January 31 st 2015 |
| 6) Provide Reporting for the following domains in the Learning Framework: <ul style="list-style-type: none"> ■ Traditional Elements ■ Progress Indicators (See addendum B) | Due August 31 st , 2015 |

A. COHORT EXPECTATIONS

Partner agrees to participate in 4 to 6 convenings to share experiences, exchange information and data to build collective knowledge around promising practices and agrees to have 1-3 representatives. UWCW will make clear the topics for discussion prior to the convenings, so Partners can send the appropriate staff.

B. MARKETING EXPECTATIONS

UWCW considers marketing and communications a vital component of our Safety Net cohort and vital to engaging our community more deeply in our work. Presenting a united, cohesive marketing approach is essential in generating credibility amongst our key constituents, gaining visibility for our work, and securing the community's support to accelerate change. Storytelling is especially critical as we work to create a visual and compelling reason for our donors, business partners, and fellow partners to rally together. To this end, Partner is required to:

- Participate in a minimum of two corporate volunteer opportunities as offered by United Way's Hands-On Portland team (i.e. Comcast Cares Day or Timbers Stand Together Week), unless otherwise agreed upon with Grant Liaison.
- Participate in and help publicize United Way of the Columbia-Willamette Breaking the Cycle of Childhood Poverty events, campaigns or communications (i.e. >24).
- Participate in other co-marketing activities, including but not limited to:
 - Displaying the "United Way of the Columbia-Willamette" logo on Partner's website.
 - Displaying the "United Way of the Columbia-Willamette" logo / signage at Partner's place of business.
 - "Liking" United Way of the Columbia-Willamette on our social media sites, including Facebook, Twitter, Instagram, YouTube and LinkedIn. Offering a "comment" and/or "sharing" or "retweeting" our posts on a regular basis.
 - Acknowledging United Way of the Columbia-Willamette in Partner's annual report and/or any other documentation including programs, brochures, newsletters, PSAs, mailings, etc. to your constituents where donors are listed.
- Providing United Way with proof of written statements or graphics mentioning United Way of the Columbia-Willamette to United Way for approval before printing / posting, ensuring adherence to United Way of the Columbia-Willamette's branding standards and messaging.
- Providing tours to United Way of the Columbia-Willamette staff, donors, partners and/or volunteers as requested and agreed upon.
- Providing speakers for United Way of the Columbia-Willamette events as requested and agreed upon.
- Providing United Way of the Columbia-Willamette with a minimum of one human interest story (as well as access to the individual parties featured in the story – in case additional information or photos are needed) during campaign season and at mid-year and year end reports.
- Partner agrees to submit signed UWCW Photo release form with any photo and video.

See Addendum C for Photo Release Form.

C. FUNDRAISING POLICY

For workplace giving campaigns, Partner agrees to work with and/or coordinate with UWCW on workplace solicitations that raise funds through workplace payroll deductions in the Portland/Vancouver area.

D. USE OF FUNDS

UWCW acknowledges that it is accountable to its donors and to its Board of Directors, which approves funding, for the use of Community Impact funds. Partner's execution of this Agreement with UWCW creates a legal duty on the part of Partner to use the funds in accordance with the terms and the conditions of the Agreement and the agreed-upon Addendums attached.

Please refer to Addendum A for Scope of Work.

E. LEARNING FRAMEWORK & REPORTING

UWCW seeks to understand the impact of its investments through analysis of quantitative and qualitative data. In order to learn and evaluate progress of the Safety Net cohort, UWCW has developed a Learning Framework for Partners to complete for reporting purposes. UWCW agrees to provide reporting packages for Partner to complete through an online portal. The assigned staff of the funded Partner will receive an email notification from UWCW reminding Partner of the due date of the mid-year and year-end reports. Partner agrees to communicate directly with its own personnel about reporting due dates and to ensure on-time submission.

To this end, Partner will provide the following reports:

- Complete the Baseline Reporting for the Learning Framework (See Addendum B)
- Provide Reporting on the Learning Framework every six months to UWCW through the online portal

Notes about Reporting follow-up from UWCW:

- The UWCW Grant Liaison may require further clarification and/or revisions to the mid-year and year-end reports after they have been reviewed. Partner agrees to provide the requested clarification and/or revisions within 10 business days of the request for clarification and/or revisions by the UWCW Grant Liaison.
- The UWCW Grant Liaison may ask for additional “check-in” reports or periodic status reports at any time during the funded year, and will communicate individually with the funded Partner regarding due dates of any additional reports. Partner agrees to provide any additional requested reports by the due date set by UWCW.
- In some cases, UWCW may request individual-level data from Partner in order to conduct further analysis. Unless otherwise agreed, Partner may take the necessary steps to ensure the privacy rights of its clients are protected.

Failure to submit reports in a timely manner may result in suspension of future payments by UWCW of the funding amount.

F. FINANCIALS

United Way has a particular responsibility to be good stewards of the dollars donated. As such, all funded community partners are required to submit reports on agency information and compliance. Additionally, we are requesting the following financial reporting:

1. At the minimum a CPA prepared independent financial review with full disclosure as defined by generally accepted auditing standards. If the applicant has an Audit performed yearly, the audit is acceptable in place of a review. Audits are required of agencies with an annual budget greater than \$500,000.
2. 990 as required by law
3. CPA must be licensed and in good standing in practicing state

G. REPORTING EXTENSIONS

If Partner expects that it will fail to meet a reporting deadline, Partner may request an extension. The request must be in writing and submitted to the UWCW Grant Liaison at least 5 days in advance of the deadline. Any such extension request must state the reason for the request and the requested length of time for the extension. The decision to grant the extension will be solely within the discretion of the UWCW Grant Liaison.

H. BUDGET GUIDELINES

Partner agrees to submit grant budget through UW grant portal that provides information on expected expenditures. Partners must provide Grant Spending narrative at mid-year and end of year Final expenditures under this contract must reflect the total contract amount. Failure to comply with this provision is a material breach of the Agreement.

Partner may not assign the rights and responsibilities for contract performance and payment to another organization without prior written approval from UWCW.

GENERAL TERMS AND CONDITIONS

ANTI DISCRIMINATION POLICY

Partner agrees to adhere to the anti-discrimination policy(ies) submitted to UWCW that demonstrate(s) that Partner does not discriminate in its staff, board, volunteers, volunteer committees, or recipients of services on the basis of a person's race, religion, sex, sexual orientation, age, national origin, ancestry, marital status, veteran status, or mental, sensory, or physical disability, or any other status governed by applicable law. This requirement shall apply, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Partner also agrees to abide by state and federal laws applicable to accommodation and non-discrimination regarding disabilities.

Partner agrees to indemnify and hold harmless UWCW if an individual or class of individuals claiming discrimination brings any action relating to this Agreement and UWCW is named as a defendant or joined as a party. Partner agrees to indemnify and hold harmless UWCW from liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of Partner.

If an individual or class of individuals claiming discrimination brings any action relating to this Agreement and Partner is named as a defendant or joined as a party, UWCW agrees to indemnify and hold harmless Partner from liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of UWCW.

DEFERMENT OF PAYMENT, SUSPENSION & DEFUNDING

UWCW reserves the right to defer payments of funding, to suspend payment or to defund a Partner upon evidence that Partner is not in conformity with policies of UWCW or is in non-compliance with any provision of this Agreement. "Defunding" is defined as the process of bringing the balance of a project's funding to \$0.

1. Deferment of Payment

The UWCW Grant Liaison may recommend deferment of payment when:

- 1.1. Partner fails to submit required documents when due as specified herein.
- 1.2. Partner submits documents specified herein that are incomplete.

- 1.3. Partner fails to respond to any requests for information or data by UWCW.
- 1.4. Partner is in non-compliance with UWCW policies or its obligations under the Agreement.

2. **Suspension and Defunding**

The UWCW Grant Liaison may recommend, and UWCW may approve, suspension or defunding of a project, as follows:

- 2.1. When there appears to be a need for immediate corrective action, the UWCW Grant Liaison may recommend that payment be immediately suspended pending review by the UWCW Impact Committee (a sub-committee of the UWCW Board of Directors).
- 2.2. Minutes of the review of a recommendation to suspend or defund must show a 60% vote for defunding and a complete record of the rationale of the UWCW Impact Committee.
- 2.3. The decision to suspend or defund must be stated in writing to the Executive Director of Partner.
- 2.4. The UWCW Grant Liaison will provide Partner specific guidelines and timelines for improvements, if any, and a plan for future review to decide whether suspension or defunding should continue as planned.
- 2.5. The decision of the UWCW Impact Committee to suspend or recommend defunding will be reported to the UWCW Board of Directors.
- 2.6. The UWCW Impact Committee has the option of recommending immediate defunding of a project in the case of fiscal mismanagement.

2.7. **Suspension Criteria**

Partner acknowledges that UWCW may properly suspend its funding as follows:

- 2.7.1. Upon presentation of information regarding Partner's alleged fiscal mismanagement or major unanticipated service delivery issues.
- 2.7.2. Partner's non-compliance with UWCW policies or Partner's obligations under the Agreement.

2.8. **Defunding Criteria**

Partner acknowledges that UWCW may properly defund it, if any of the following are satisfied:

- 2.8.1. UWCW has identified significant deficiencies in design of project and/or planning that are not corrected within 20 days of written notification.
- 2.8.2. UWCW has identified serious management concerns that impact the project's performance, such as continual turnover, lack of funding or serious financial difficulties that are not corrected within 20 day of written notification.

- 2.8.3. UWCW provides written warning about concerns of fiscal mismanagement or misappropriation of funds, which are not addressed within 20 days of notification.
- 2.8.4. Repeated and continued non-compliance with UWCW policies or Partner's obligations under the Agreement.
- 2.8.5. Lack of effort in addressing problems of non-compliance or mismanagement identified in the past.

3. Defunding Appeals

- 3.1. Defunding appeals must be submitted in writing to UWCW within ten (10) business days of the date postmarked on the letter informing the Executive Director of the decision by UWCW to defund the project.
 - 3.2. UWCW will make a final decision within 30 days upon receipt of the appeal or at the earliest regularly scheduled meeting after receipt of the appeal.
- The Agreement may be cancelled by either party upon written notice giving no less than 90 days prior to the effective date of termination.

SIGNATURES

Partner Director, Health, Housing & Human Services

Date

Keith Thomajan
United Way President/CEO

Date

Addendum A: Scope of Work

Addendum B: Learning Framework & Reporting Timeline

Addendum C: Photo Release Form

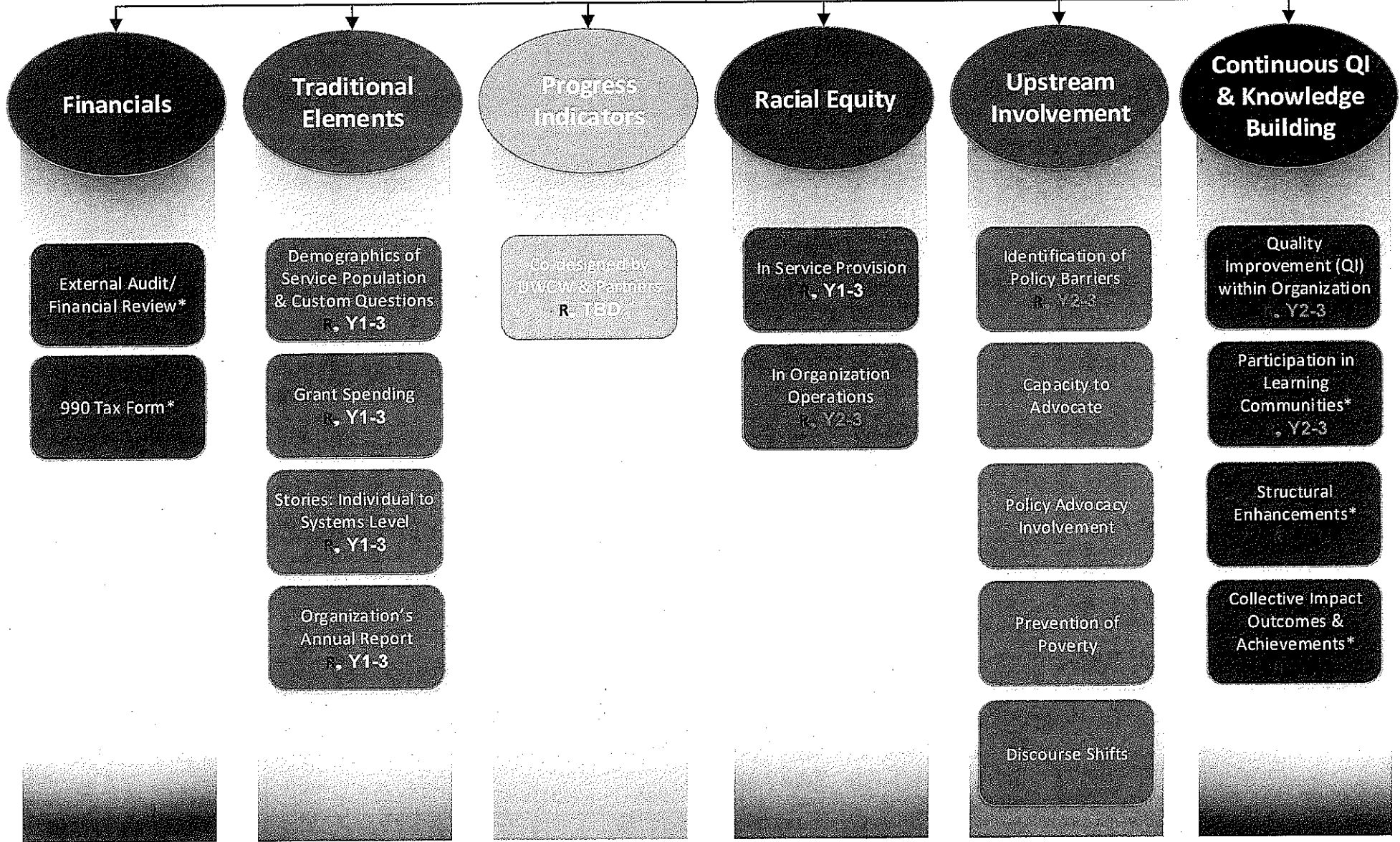
Addendum A – Scope of Work

Clackamas County Social Services

- Partner will manage UWCW funds to provide short term rent assistance and other necessary supports to ensure housing stability for clients.
- Short term rent assistance services to include: rent, mortgage assistance, utilities and housing application fees.
- Partner can utilize a percentage of the funds (to not exceed 20% of the total funding) for grant administration as well as staff costs to counsel/provide services to individuals needing short term rent assistance. Ultimately, the majority of the funds will be utilized towards short rent assistance services for clients.
- Participant eligibility will be aligned with existing Community Action Affordable Housing resources. There will not be an explicit income eligibility requirement, although the focus should be in supporting low income families. This will provide maximum flexibility for providers to meet critical needs of participants.
- Partner agrees to utilize UWCW short term rent assistance funding by June 30th, 2015
- Partner will provide timely reports in accordance to the Learning Framework and Reporting Schedule, and will submit the following HMIS data in an appropriate format as agreed with UWCW:
 - SHAR report
 - Annual Progress Report (APR)

| Safety Net 2014-2017 | | Baseline Reporting Package 1/31/2015 | Year-end Reporting Package 8/31/2015 | Mid-year Reporting Package 1/31/2016 | Year-end Reporting Package 8/31/2016 | Mid-year Reporting Package 1/31/2017 | Final Grant Report Package 8/1/2017 | Long-term TBD | | | | | |
|---------------------------------------|---|---|---|---|---|---|--|-------------------------------------|---|-------------------------------------|---|-------------------------------------|--------------------------|
| DOMAIN | NOTES | INCLUDED | NOTES | INCLUDED | NOTES | INCLUDED | NOTES | INCLUDED | NOTES | INCLUDED | NOTES | INCLUDED | |
| Financials | *orgs only required to submit updated audits after FY end | <input type="checkbox"/> | *orgs only required to submit updated audits after FY end | <input type="checkbox"/> | *orgs only required to submit updated audits after FY end | <input type="checkbox"/> | *orgs only required to submit updated audits after FY end | <input type="checkbox"/> | *orgs only required to submit updated audits after FY end | <input type="checkbox"/> | | <input type="checkbox"/> | |
| Traditional Elements | R | <input checked="" type="checkbox"/> | R | <input checked="" type="checkbox"/> | R | <input checked="" type="checkbox"/> | R | <input checked="" type="checkbox"/> | R | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | |
| Progress Indicators | *TBD | <input type="checkbox"/> | R | <input checked="" type="checkbox"/> | R | <input checked="" type="checkbox"/> | R | <input checked="" type="checkbox"/> | R | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | |
| Racial Equity | R | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | R- only In Service Population | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | R- note: Org. Assessment of Racial Equity required | <input checked="" type="checkbox"/> | R | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Upstream Involvement | R | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | | <input type="checkbox"/> | R- only Identification of Policy Barriers | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | R- only Identification of Policy Barriers | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Continuous QI & Knowledge Building | R- only Quality Improvement within Organization | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | | <input type="checkbox"/> | R- only Quality Improvement; Learning Communities | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | R | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

United Way of the Columbia-Willamette | Learning Framework & Reporting Schedule- Safety Net



Reporting:
Every Year

Reporting:

- Baseline (Jan. 2015)
- Every 6 Months (Jan. 2015-Jan. 2017)
- Final Grant Report

Reporting:

- Baseline (Jan. 2015)
- Every 6 months (Jan. 2015-Jan. 2017)
- Final Grant Report

Reporting:

- Baseline (Jan. 2015)
- Every year (Jan. 2015- Jan. 2017)
- Final Grant Report

Reporting:

- Baseline (Jan. 2015)
- Every year (Aug. 2016- Jan. 2017)
- Final Grant Report

Reporting:

- Baseline (Jan. 2015)
- Every year (Aug. 2016- Jan. 2017)
- Final Grant Report

* not included in Baseline (Jan. 2015)
R=required in Reporting Package(s).

Photograph, Television, Tape, Movie and/or Sound Recording

AUTHORIZATION & RELEASE



I,
(NAME-Please Print)

.....
(EMAIL)

.....
(COMPANY)

hereby authorize and consent that United Way Worldwide, a not-for-profit corporation, its legal representatives, successors or assigns shall have the absolute right to copyright, publish, use, sell or assign any and all photographic portraits or pictures, television spots, movie films, videotapes and/or sound recordings, or any part thereof, they have taken or made of me on this date or in which I may be included, name or other biographical data, in whole or in part, whether apart from or in connection with, illustrative or written printed matter, story or news item, motion pictures, internet usage, television or radio spots, or for publicity, advertising or any other lawful purpose whatsoever, in conjunction with my own or a fictitious name, or my real or fictitious biographical data, or in reproduction thereof in color or otherwise in any media now known or hereby created.

I hereby waive all claims for any compensation for such use or for damages other than as set forth herein.

I hereby waive any right that I may have to inspect and/or approve the finished product or the advertising copy that may be used in connection therewith or the use to which it may be applied. I acknowledge that there is no obligation to use any material authorized by me hereunder.

I hereby warrant that I am of full age and have every right to contract in my own name in the above regard. I state further that I have read the above authorization and release, prior to execution, and that I am fully familiar with the contents thereof.

Date:

Signature:

Parent/Guardian
Signature:
(IF SUBJECT IS A MINOR)

Campaign start date:

PLEASE CHECK APPROPRIATE BOXES

I am comfortable with United Way of the Columbia-Willamette's use of my:

- story
- image
- first name
- full name

I give permission for United Way of the Columbia-Willamette to use the below information for fundraising appeals:

- story
- image
- first name
- full name
- I do not give my permission for the use of my information in funding appeals



United Way of the
Columbia- Willamette

COPY


 Cindy Becker
 Director

August 21, 2014

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of an Interagency Agreement Amendment (No. 1) between the Development Agency and Community Development for the S.E. Bell Road Pedestrian Street Improvements Project within the North Clackamas Revitalization Area

| | |
|--|---|
| Purpose/Outcomes | This action is to amend the existing agreement between two Clackamas County agencies to increase allocated federal funds toward the current construction project. These additional funds will support the 3,525 lineal feet of sidewalks along Bell Road in the North Clackamas Revitalization Area (NCRA). |
| Dollar Amount and Fiscal Impact | Community Development Block Grant (CDBG) funds in the amount of \$35,000 will be added to the current CDBG funds of \$180,000 for a new total of \$215,000. |
| Funding Source | Federal – Community Development Block Grant funds and Local Project funds will be used. No County General Funds are involved. |
| Safety Impact | None |
| Duration | Effective immediately until project completion, September 27, 2014. |
| Previous Board Action | This Interagency Agreement was approved by the Board of County Commissioner on December 5, 2013. |
| Contact Person | Steve Kelly – Community Development: 650-5665 |
| Contract No. | 6477 |

BACKGROUND:

The Housing & Community Development Division of the Health, Housing & Human Services Department requests the approval of an Amendment to the Interagency agreement with the Development Agency. The original Interagency Agreement allowed for the Development Agency and Community Development to solicit for a general contractor for this project. The Agreement determines both agencies roles regarding contract administration and project management during the construction project. Amendment Number 1 proposes an increase of allocated CDBG funds toward the construction project. The original Interagency Agreement was reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve this contract and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Cindy Becker, Director

**AMENDMENT TO
INTERAGENCY AGREEMENT
Between**

**CLACKAMAS COUNTY HEALTH, HOUSING & HUMAN SERVICES
DEPARTMENT COMMUNITY DEVELOPMENT DIVISION
And**

CLACKAMAS COUNTY DEVELOPMENT AGENCY

H3S Contract #: CD-6477

Board Order #: 120513-A1

Amendment Requested by: Chuck Robbins Director, CD

Changes: Scope of Work Contract Budget
 Contract Time Other

Justification for Amendment No.1:

The Community Development Division (CDD) determined there is a need to allocate additional Community Development Block Grant (CDBG) funds to the S.E. Bell Avenue Street Improvements Project. This request is to increase the CDBG funds for this joint Clackamas County Project. The existing Interagency Agreement section III, Project Budget needs a language change for clarity for this increase.

The current allocated CDBG funds are \$185,000 dollars for the S.E. Bell Avenue Street Improvements Project. The Board of County Commissioners approved the original Interagency Agreement on December 5, 2013. The Community Development Division is requesting to increase CDBG funds by \$35,000 dollars in the current fiscal year (2014-2015). These funds would be used immediately for the S.E. Bell Avenue Street Improvements Project that is currently under construction. The new total of CDBG funds for the project would be \$215,000. This project greatly improves the existing public right-of-way assist low-income residents that live in the East Milwaukie area of the North Clackamas Revitalization Area.

Below is the clarification of CDBG funds for the S.E. Bell Avenue Street Improvements Project:

| | |
|---|-------------------|
| CDBG Award Amount FY 2012-2013: | \$ 35,000 |
| CDBG Award Amount FY 2013-2014: | \$145,000 |
| <u>Current CDBG Award Amount for Bell Ave.:</u> | <u>\$180,000</u> |
| <u>CDBG Award Amount FY 2014-2015:</u> | <u>\$ 35,000+</u> |
| New Total CDBG Award Amount: | \$215,000 |

No County General funds are involved in this project.

TO AMEND

III. PROJECT BUDGET

- A.** CCDA agrees to be responsible for payment to CDD matching funds totaling the greater of:

1. Twenty percent (20%) of the total cost of the PROJECT including survey, design, construction, and construction oversight, or
2. All costs for design and construction which exceed available CDBG funds budgeted for the PROJECT.

CDD will apply CDBG funds in the amount not to exceed **\$180,000** dollars allocated over two fiscal years (2012-13 and 2013-2014). For FY 2012-13, \$35,000 has been awarded, and for FY 2013-14, \$145,000 has been awarded toward the PROJECT. The obligations of CDD are expressly subject to CDD receiving funds from HUD for the PROJECT, and in no event shall CDD's financial contribution exceed the finally granted, released and approved by HUD for this PROJECT. Any construction contract that will exceed the total grant amount of \$180,000 shall be provided by CCDA.

- B.** In the event a construction contractor is entitled to payments for work completed after \$180,000 in CDBG funds have been expended, CDD shall request a transfer of funds from CCDA for the amount necessary to make such payments

TO READ

III. PROJECT BUDGET

- A.** CCDA agrees to be responsible for payment to CDD matching funds totaling the greater of:

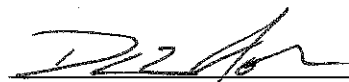
1. Twenty percent (20%) of the total cost of the PROJECT including survey, design, construction, and construction oversight, or
2. All costs for design and construction which exceed available CDBG funds budgeted for the PROJECT.

CDD will apply CDBG funds in the amount not to exceed **\$215,000** dollars allocated over three fiscal years (2012-13, 2013-2014 and 2014-15). For FY 2012-13, \$35,000 has been awarded, and for FY 2013-14, \$145,000 has been awarded, and for FY 2014-15, \$35,000 has been awarded toward the PROJECT. The obligations of CDD are expressly subject to CDD receiving funds from HUD for the PROJECT, and in no event shall CDD's financial contribution exceed the finally granted, released and approved by HUD for this PROJECT. Any construction contract that will exceed the total grant amount of \$215,000 shall be provided by CCDA.

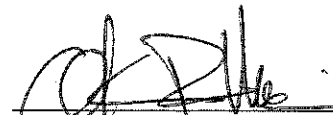
- B.** In the event a construction contractor is entitled to payments for work completed after \$215,000 in CDBG funds have been expended, CDD shall request a transfer of funds from CCDA for the amount necessary to make such payments

Clackamas County Development Agency

Clackamas County Housing & Community Development Division



Dan Johnson, Agency Director



Chuck Robbins, Director

8.7.2014
Date

8/11/14
Date

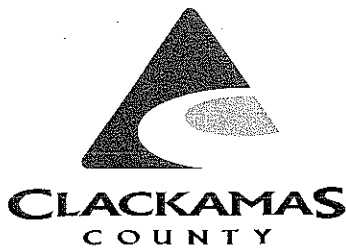
CLACKAMAS COUNTY

Chair: John Ludlow
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith

Signing on Behalf of the Board

Cindy Becker, Director
Health, Housing & Human Services

Date



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

August 21, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement No. 29025 with Oregon Department of Transportation (ODOT) for the Local Agency Certification Program

| | |
|--|---|
| Purpose/Outcomes | This agreement will certify the procedures of the Department of Transportation & Development and delegate authority to administer projects funded through the Federal Highway Administration. |
| Dollar Amount and Fiscal Impact | N/A |
| Funding Source | Federal Highway Administration Funding |
| Safety Impact | N/A |
| Duration | 20 Years from date of execution |
| Previous Board Action | 03/27/08: BCC Approval of ODOT/County Local Agency Certification Master Agreement No. 24688 |
| Contact Person | Joel Howie, Civil Engineering Supervisor 503-742-4658 |

BACKGROUND:

Since 2008, Clackamas County Department of Transportation & Development has been participating in the Oregon Department of Transportation's Local Agency Certification Program. Through this program, we have been conditionally certified to utilize the County contracting process for federally funded projects in both design and construction phases, reducing contract administration costs and giving the County more direct control over these projects. Without conditional certification, the only option when using funds from the Federal Highway Administration (FHWA) is to use ODOT contracts for both design and construction. Local Agency Certification is recognition that ODOT approves and accepts the County's procedures and delegates authority to the County to administer projects funded through FHWA.

The County was required to perform test projects in order to become fully certified. These test projects have been successfully completed and the County is ready for full certification.

Upon execution of this agreement, Clackamas County will be the first County in the State of Oregon that will be fully certified through ODOT (joining the Cities of Corvallis, Portland and Eugene).

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval of this Intergovernmental Agreement with ODOT for the Local Agency Certification Program.

Respectfully submitted,



Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Joel Howie at (503) 742-4658

**Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM AGREEMENT**

THIS 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;" and CLACKAMAS COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers or agents, have the authority to perform.
2. Under the authority of Title 23 United States Code (USC), the Federal Highway Administration (FHWA) is accountable for all programs under the Federal-Aid Highway Program; and State is responsible for project-level activities associated with Title 23 USC, Section 106. State, pursuant to the 2010 Oregon Department of Transportation Federal-Aid Highway Program Stewardship and Oversight Plan (Stewardship Plan), is responsible for all reviews and approvals associated with the design, construction, award, and final inspection of federal-aid projects off the National Highway System (NHS), excluding the exceptions noted in said Plan. State, pursuant to Title 23 Code of Federal Regulations (CFR) Part 1.11, Title 23 CFR Part 635.105, and the Stewardship Plan, may further delegate certain federal-aid project authorities to well-qualified and suitably equipped local public agencies (LPA's). State retains responsibility under federal law and regulations for all delegated activities.
3. The Local Agency Certification Program (Certification Program) allows State to certify a local agency's procedures and delegates authority to the Certified local agency to administer federal-aid projects that are off the NHS. In a letter dated March 13 2013, FHWA delegated authority to ODOT to allow certified LPA's to perform work on locally owned and maintained NHS facilities. ODOT retains responsibility to administer federal-aid projects on NHS and ODOT-owned NHS facilities. An LPA may perform work on an ODOT-owned NHS facility if both ODOT and the LPA agree and ODOT provides written approval authorizing such work. All other NHS work shall be performed exclusively by ODOT.
4. This Agreement shall supersede and replace Agreement No. 24688 in its entirety.

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

As used in this Agreement, abbreviations shall mean as follows:

AASHTO American Association of State Highway and Transportation Officials

Clackamas County/State
Agreement No. 29025

| | |
|-------|---|
| ADA | Americans with Disabilities Act |
| AKA | Also Known As |
| BDDM | Bridge Design and Drafting Manual |
| BOLI | Oregon State Bureau of Labor and Industries |
| CFR | Code of Federal Regulations |
| DBE | Disadvantaged Business Enterprise |
| DOJ | Department of Justice |
| EEO | Equal Employment Opportunity |
| FAPG | Federal-Aid Policy Guide |
| FHWA | Federal Highway Administration |
| NHS | National Highway System |
| OAR | Oregon Administrative Rules |
| ODOT | Oregon Department of Transportation |
| OJT | On-the-Job Training |
| OMB | Office of Management and Budget |
| ORS | Oregon Revised Statutes |
| PS&E | Plans, Specifications and Estimates (includes schedule) |
| PTESC | Professional, Technical and Expert Services Contracts (This term, for the purpose of this Agreement, shall be synonymous with State's term "personal services contracts") |
| USC | United States Code |
| USDOT | United States Department of Transportation |

Certification

1. Agency has become fully certified in: design (not including bridge design); advertising, bid and award; and construction contract administration. As a result, this Agreement grants authority to Agency, to design (not including bridge design); advertise; bid and award; make contractor payments; provide construction contract administration; and ensure a construction quality assurance and quality control program for Agency's federal-aid projects off the NHS, and projects that are on locally owned and maintained NHS facilities. Agency understands that ODOT retains responsibility to administer federal-aid projects on NHS and ODOT-owned NHS facilities. Agency may perform work on an ODOT-owned NHS facility if both ODOT and Agency agree and ODOT provides written approval authorizing such work. All other NHS work shall be performed exclusively by ODOT.
2. In addition, Agency is authorized to pursue certification in the areas of consultant selection and bridge design. To qualify for certification in the areas of consultant selection and bridge design Agency must first contact and work with State prior to commencing activities in these areas. Agency may not perform consultant selection or bridge design activities until they meet the certification requirements defined by State. State shall retain responsibility for all environmental review, permitting, agreements or approvals that are necessary as a result of the federal action. State shall administer on behalf of Agency, State's Civil Rights Plan including the Disadvantaged Business Enterprise (DBE) program, Equal Employment Opportunity (EEO) program, and On-The-Job Training (OJT)/APPRENTICESHIP program. Professional, Technical and Expert Services Contracts (PTESC) shall conform to FHWA requirements and all requirements outlined

under the subtitle "Professional, Technical and Expert Services Contracts" shown below in this Agreement.

3. Agency understands and agrees that only Agency's Department of Transportation and Development has met the Certification criteria for the tasks identified in (1). Agency also understands and agrees that while federal-aid projects may originate from one or more of Agency's other divisions or departments, only Agency's Department of Transportation and Development and Agency's Certification Program Liaison shall provide quality control, oversight and have final approval authority for all such federal-aid projects and ensure that rules, regulations, and processes outlined in this Agreement are followed. Agency understands design (not including bridge design), advertising, bid and award; and construction contract administration for Agency's federal-aid projects shall be conducted only by Agency's Department of Transportation and Development, in accordance with this Agreement.
4. Agency understands and agrees that if it wishes to become certified in bridge design and consultant selection it must successfully complete the certification requirements designated by the State and perform two (2) to four (4) test projects, which may be select project phases. State will conduct performance measurement and quality assurance reviews during all phases of the test projects. At the conclusion of the second test project and each subsequent test project, an assessment will be made by Agency and State to determine whether Agency should proceed to full Certification status or continue with another test project. Upon successful completion of the test projects and written approval by State, Agency shall be fully Certified to administer future federal-aid projects in these areas in accordance with this Agreement.
5. State retains its responsibility to FHWA for the administration of all federal-aid projects. If requested by Agency, or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to projects. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations.
6. State and Agency shall each assign a liaison to coordinate activities under this Agreement and assure that the interests of both Parties are considered during all phases of any projects. State's Regional Local Agency Liaison shall provide program advice and support as needed throughout all projects.
7. Agency understands and agrees that final approval for full Certification of each area it is seeking certification is conducted through State's Certification Program Manager in conjunction with State's Region Manager and may be rescinded at any time upon Agency's written request or if, in the opinions of State's Certification Program Manager and State's Region Manager, it is necessary to do so. The rescission may be applied to all or part of the programs or projects approved under the Certification Program.
8. State shall conduct random oversight reviews on Agency's Certification Program and projects through State's Certification Program Manager at least once every two (2) years after Agency has been awarded full Certification status. State may, at any time, initiate a formal audit using professional auditing standards of a federal-aid project.

9. The terms of this Agreement shall begin on the date all required signatures are obtained and shall terminate twenty (20) years following the date all required signatures are obtained, unless extended by an executed amendment. This Agreement may also be terminated upon Agency's or State's written request pursuant to the "Termination" Section of this Agreement.
10. This Agreement shall supersede and replace Agreement No. 24688 in its entirety. Supplemental Project Agreements under Agreement No. 24688 shall remain in full force and effect. It is agreed that all existing Supplemental Project Agreements entered into under the authority granted in Local Agency Certification Program Agreement No. 24688 shall continue under the authority of Agreement No. 29025, and shall be effectively amended with this Agreement to replace any references to Agreement No. 24688 with a reference to Agreement No. 29025. Invoices for construction, preliminary engineering and right of way work incurred prior to the replacement of Agreement No. 24688 can be invoiced by Agency and paid for by State under Agreement No. 29025 and the existing Supplemental Project Agreements.

Certified Agency Performing Work For Non-Certified Agency

1. Agency may perform work on behalf of a non-Certified agency in the areas in which Agency is Certified if Agency has obtained written approval from State. To obtain approval, Agency must submit a written request to State's Regional Local Agency Liaison with a copy to the State's Certification Program Manager. State's Regional Local Agency Liaison and State's Certification Program Manager will review the request and advise Agency in writing if the request is approved or denied.
2. If State approves Agency's request, the non-Certified agency and Agency must enter into a separate agreement which identifies the responsibilities between the two parties. Agency must submit a copy of the agreement to the State's Regional Local Agency Liaison and State's Certification Program Manager. The non-Certified agency must already have a signed federal-aid funding agreement with State on such a project. State and Agency will then enter into a Supplemental Project Agreement covering the non-Certified agency's project. Agency shall be responsible for the entire project, costs and non-participating costs. Long-term maintenance of a non-Certified agency project will be the responsibility of the non-Certified agency unless otherwise indicated in the Supplemental Project Agreement.

Program Administration

Projects must be consistent with the Regional Transportation Plan and appear in the Metropolitan Planning Organization's Transportation Improvement Program and State Transportation Improvement Program if the projects receive federal funding through Title 23 Code of Federal Regulations (CFR).

Project Funding Request

1. Agency shall submit a separate agreement to State for each project, hereinafter referred to as "Supplemental Project Agreement." The Supplemental Project Agreements will be

signed by both Agency and State before any federal-aid project work begins. At least one (1) of Agency's approval authorities, as identified in the "Signature Authorities" Section of this Agreement, is required to sign the Supplemental Project Agreements. The Supplemental Project Agreements will, at a minimum, cover specific project details including project name, Agency's project manager's title or designee, description of work, schedule, and funding sources. The Supplemental Project Agreements shall include services to be provided by State, Agency, or others.

2. State shall submit a separate written project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award and Construction Contract Administration). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations. The federal funding for projects covered by individual Supplemental Project Agreements is contingent upon approval by FHWA.
3. Agency shall, on any project that uses federal funds in project development, submit final PS&E documents, construction schedule, environmental requirements and right of way certification to State's Regional Local Agency Liaison at least six (6) weeks prior to bid opening. State shall review such submittals and then submit a request to FHWA for approval of federal-aid participation for the construction phase when federal-aid participation is desired in this phase.

Finance

1. Federal funds shall be applied toward individual project costs at the current federal-aid matching ratio, unless otherwise agreed to and allowed by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the individual projects, which are not covered by federal funding, unless otherwise agreed to and specified in the Supplemental Project Agreements. Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. State considers Agency a subrecipient of the federal funds it receives as reimbursement under the Supplemental Project Agreements. The Catalog of Federal Domestic Assistance (CFDA) number and title for these projects is 20.205, Highway Planning and Construction, unless otherwise indicated in the individual Supplemental Project Agreements.
2. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating costs, future allocations of federal funds, or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves Agency processes, procedures, or contract administration outside the *Local Agency Guidelines Manual* that result in items

being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State.

3. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase on any individual federal-aid project shall be charged to the project, unless otherwise mutually agreed upon by the Parties. State shall simultaneously invoice FHWA and Agency for State's project costs, and Agency agrees to reimburse State for the federal-aid matching state share and any non-participating costs as determined in accordance with paragraph two (2), above 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 Trust Funds until such costs are paid.
4. If Agency makes a written request for the cancellation of a federal-aid project, Agency shall bear one hundred (100) percent of all costs as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred.
5. Agency shall follow the requirements stated in the Single Audit Act. Local governments receiving five hundred thousand dollars (\$500,000) or more in federal funds must follow the requirements stated in the Single Audit Act. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in OMB Circular A-133, requires local governments to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federal-aid programs in which Agency participates. The cost of this audit can be partially prorated to the federal program.
6. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of each project directly to State's Regional Local Agency Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and State's Supplemental Project Agreement. Such invoices shall a) have an invoice number, b) reference a vendor number, c) include a "remit to" name and address, d) reference this Certification Program Agreement Number 29025 e) include State's Expenditure Account number f) reference State's Supplemental Project Agreement number, g) identify the project by the project name in the Supplemental Project Agreement, and h) itemize and explain all expenses for which reimbursement is claimed. Invoices for services including, but not limited to, preliminary engineering and construction engineering shall be presented for periods of not less than one-month duration, based on actual expenses to date. (See paragraph seven (7) of Construction Activities and Administration of this Agreement for the construction contractor invoice period.) All invoices received from Agency must be approved by State's Regional Local Agency Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR Parts 1.11, 140, and 710. Final invoices shall be submitted to State for processing within three (3) months from the end of each funding phase as follows: a) award date of a construction contract for preliminary engineering b) last payment for right of way acquisition and c) contract completion for construction. Partial invoices

(progress payment) shall be submitted to State within three (3) months from the date that costs are incurred. Final invoices submitted after the three (3) months shall not be eligible for reimbursement. If Agency has an approved or certified indirect cost rate proposal which applies to federal-aid projects, as defined in Title 2 CFR Part 225, that rate must be clearly outlined in any invoices, either as a line item or submitted in the invoice transmittal cover letter.

7. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR Part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
 - a. Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Regional Local Agency Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
 - b. Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Regional Local Agency Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
8. Agency shall maintain all project documentation in keeping with State and FHWA standards and specifications for all individual projects. This shall include, but not be limited to, daily work records, quantity documentation, material invoices, quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.
9. State shall submit all claims received from Agency for federal-aid participation to FHWA and compile accurate cost accounting records. State shall pay Agency all reimbursable costs on each project. State may request from Agency a statement of costs to date at any time by submitting a written request. When the actual total cost of each project has been computed, Agency shall furnish State with an itemized statement of final costs. Agency shall pay one hundred (100) percent of the final total actual project costs. The actual cost of services provided by State will be charged to the individual projects and will be included in the total cost of the projects. An estimate of State's costs will be provided to Agency prior to the start of each project phase on individual projects. Such phases generally consist of Preliminary Engineering, Right-of-Way, Utility, and Construction.
10. Agency agrees to refund to State all federal funds paid to Agency, if FHWA requests such funds from State, because Agency has not followed a process, rule or procedure outlined in Agency's procedures, this Agreement or Supplemental Project Agreements. Refund

from Agency shall be within thirty (30) days upon State's written notification. If Agency does not repay State within thirty (30) days, State shall withhold Agency's proportionate share of State Highway Trust Fund distribution until repayment has been made in full.

11. Agency shall, upon completion of each individual federal-aid project that constructs or improves any facility that would not be eligible for State Highway Trust Fund moneys subject to Oregon Constitution, Article IX, section 3a, complete and file with the appropriate County Clerk, a Memorandum of Agreement and Acknowledgment of Federal Assistance. The Memorandum of Agreement and Acknowledgment of Federal Assistance is marked as Exhibit A, attached hereto and by this reference made a part of this Agreement. In such circumstances, the individual Supplemental Project Agreement will include this Exhibit.

Standards

1. In accordance with Agency's standard contract specifications and design standards manual, Agency shall include in the title sheet of the plans the following: federal-aid project number, location sketch, title of project, project limits, and a provision for approving official(s) signature(s) and date(s) and scale(s). A plan sheet index and list of applicable Oregon Standard Drawings and supplemental Agency plans will be included on the first sheet following the title sheet. Agency agrees that PS&E and construction plans shall, at a minimum, be in conformance with the current, State-approved edition of the following unless otherwise requested by Agency and approved by State, which are incorporated hereto by reference, and made a part of this Agreement:
 - a. All AASHTO policies and guidelines;
 - b. *Oregon Standard Specifications for Construction (Oregon Department of Transportation and APWA Oregon Chapter)* and Agency's Amendments as approved by State, unless otherwise approved in writing by State's Certification Program Manager;
 - c. *Manual on Uniform Traffic Control Devices (MUTCD)* and Oregon Supplements;
 - d. *Oregon Temporary Traffic Control Handbook* and *National Association of City Transportation Officials Bikeway Design Guide*; (In the event of a conflict, the MUTCD and Oregon Supplements shall take precedence. These guidelines shall not be used on any project that is on or impacts a state highway.)
 - e. *Transportation Research Board's Highway Capacity Manual*;
 - f. Local Agency Certification Procedures found in the *Local Agency Guidelines Manual*;
 - g. Title 23 and Title 49 USC and Title 23 and Title 49 Code of Federal Regulations (CFR);
 - h. *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*;
 - i. *ODOT Right of Way Manual*;
 - j. *ODOT's Bicycle & Pedestrian Design Guide (current version)*; and
 - k. *ODOT Bridge Section Load Rating Procedures. Use Tier 2 (LRFR) for bridges designed using Load Resistance Factor Design.*
2. Agency and State agree to the following notification process for Agency changes to Agency Standard Construction Specifications.

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- a. State shall inform Agency of changes to the Oregon Standard Specifications through its regular written notification process. Agency shall ensure that any changes State makes to the Oregon Standard Specifications are integrated and implemented in Agency's approved specifications or relevant documents as required by state and federal regulations.
 - b. Agency shall submit to State for review any changes to the most current version of the Agency's General Conditions and Technical Specifications for federal-aid projects prior to implementation of proposed changes. Agency shall use track changes or similar tracking function to show said changes to the Part 100's General Conditions.
 - c. Modifications to technical specifications are made with each individual project and are shown in the proposed special provisions. These can be reviewed in conjunction with the Agency's Standard Construction Specifications and other construction documents. In the future, when the Agency's Standard Construction Specifications book is updated, the Agency will use "document compare" or a similar function to show all changes between the current approved version and the proposed version.
 - d. If State takes exception to any proposed changes, State will provide Agency with written response prior to the affected project advertisement date or a reasonable amount of time.
3. Agency agrees that if one of the individual projects is on the Oregon State Highway System or State owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current *Oregon Standard Specifications for Highway Construction* and current *Contract Plans Development Guide*.
 4. Agency agrees that for all projects on the Oregon State Highway System or State owned facility any design element that does not meet *ODOT Highway Design Manual* design standards must be justified and documented by means of a design exception. Agency further agrees that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.
 5. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the *Manual on Uniform Traffic Control Devices and Oregon Supplement* as adopted in OAR 734-020-0005 for any individual project. Agency must obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a State Highway pursuant to OAR 734-020-0430.

6. The standard unit of measurement for all aspects of the project shall be English Units. All project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.
7. Agency must provide written notification to State's Bridge Inventory Coordinator when a bridge project is complete so the initial inspection can be scheduled.
8. Agency must submit the following information electronically for any bridge project to State's Senior Local Bridge Standards Engineer:
 - a. As-Built Drawings (signed, final copy containing final construction notes).
 - b. A copy of the foundation report.
 - c. Pile Records and/or drill logs. (If applicable).
 - d. Hydraulic Reports (scour analysis report included in this report).
 - e. Stamped Load Rating calculation book with a CD containing all electronic files. (Agency shall notify the State's Senior Local Bridge Standards Engineer if there is a contract in place to load rate the bridge. If there is not a contract in place, Agency shall hire a consultant to obtain the load rating. Agency shall provide a stamped report with a CD containing all electronic files to the State's Senior Local Bridge Standards Engineer when it is complete.)

Professional, Technical and Expert Services Contracts

1. Upon written request, State may make Region's consultant services contracts available for preliminary engineering and/or construction engineering services for Agency's federal-aid projects. If Agency chooses to use said services, Agency agrees to manage the work done by the consultant and make funds available to State for payment of those services.
2. Agency or others may perform preliminary and construction engineering. Agency may request State's two-tiered consultant selection process as allowed by OAR 137-048-0260, or work with another Certified local agency to solicit consultants to perform architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects. Use of any one of these processes is required to ensure federal reimbursement. State, or another Certified agency through which the Agency chooses to obtain consultant services, will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR Part 172, Title 49 CFR Part 18, ORS 279A.055, 279C.110, 279C.125, Oregon Administrative Rule 137-048-0130 OAR 137-048-0220(4) and State Personal Services Contracting Procedures as approved by the FHWA. If Agency obtains consultant services from another Certified agency, that Certified agency will follow the processes approved by State for obtaining consultant services. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or contractors, including any consultant, prior to receiving written authorization to proceed from State or Certified agency that Agency engages to perform services. Any amendments to such contract(s) also require State's approval or the approval of Certified agency that Agency engages to perform services.

Preliminary Engineering

1. State shall, at project expense, review, process and approve or submit for approval to the federal regulators all environmental statements. State shall, if State prepares these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
2. Agency or the consultant shall, as a federal-aid participating preliminary engineering function, a) conduct the necessary field surveys, b) conduct environmental studies, c) conduct traffic investigations, d) conduct foundation explorations and hydraulic studies, e) either acquire or assist State with acquisition of necessary right of way and/or easements in accordance with the Right of Way section of this Agreement, f) perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates, g) conduct all public involvement processes and h) identify and obtain all required permits necessary for the construction of the project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction. All design exceptions from AASHTO design standards shall be reviewed by State for concurrence prior to advertisement of final plans and specifications.
3. Bridge design will be by qualified consultants contracted for by State.

Right of way

1. Agency and its consultant, if any, agree that right of way activities shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR Part 710 and Title 49 CFR Part 24. State, at project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
2. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of projects provided Agency or its consultant are qualified to do such work, as required by the *ODOT Right of Way Manual*, and Agency has obtained prior approval from State's Region Right of Way office to do such work.
3. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. On any project that has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Regional Local Agency Liaison,

who will forward the request to State's Region Right of Way office on all projects. Agency must receive written authorization to proceed from State's Right of Way Section prior to beginning right of way activities. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). Agency shall contact State's Regional Local Agency Liaison, who will contact State's Region Right of Way office for additional information or clarification on behalf of Agency.

4. Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
5. Agency ensures that all project right of way monumentation will be conducted in conformance with ORS 209.155.

Title VI

1. Agency agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, Title 49 CFR Part 21, and Executive Order 11246, relative to the employment practices under any contract awarded in conjunction with this Agreement. If Agency fails to comply with any federal or state Civil Rights requirements identified in this Agreement, sanctions may be imposed by FHWA or State as appropriate, including, but not limited to:
 - a. Withholding of payments to Agency under this Agreement until Agency causes compliance, or
 - b. Cancellation, termination, or suspension of this Agreement, in whole or in part.
2. Agency shall consider Title VI issues from the beginning of project development, through the entire project process, including project closure. Agency understands and agrees to comply with the Title VI requirements listed in the *Local Agency Guidelines Manual*, attached hereto by reference and made a part of this Agreement. In order to meet the requirements of the Title VI of the Civil Rights Act of 1964, Agency shall develop one of the following items, which must be approved by State's Office of Civil Rights.
 - a. A Title VI Program Plan (applicable to local governments serving populations over 200,000 in population); or
 - b. A Title VI Program Plan or a Nondiscrimination Agreement (applicable to local governments serving populations under 200,000).
3. Complaint Procedures: Agency shall comply with Title VI by deferring all Civil Rights discrimination complaints to State's Office of Civil Rights and Agency must include the following language in any of its contracts under the Certification Program:

“Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the Department or its subrecipients, consultants, and contractors on the basis of age, disability, race, color, national origin, sex, or income status may bring forth a complaint of discrimination under Title VI and related statutes to the Oregon Department of Transportation, Office of Civil Rights, 355 Capitol Street NE, Salem, Oregon, 97301; (503)986-3169.”

Construction – Bid, Award and Contract Administration

Civil Rights

Disadvantaged Business Enterprise (DBE), Equal Employment Opportunity Program (EEO), and On-the-Job Training (OJT) /APPRENTICESHIP

1. Agency shall follow the procedures set out in the *Local Agency Guidelines Manual* to request Civil Rights contract goals and ensure the appropriate civil rights program provisions and goals for construction contracts are incorporated in the solicitation documents prior to Agency advertising for construction bids. State’s Office of Civil Rights will review and determine civil rights goals and provisions for each contract as appropriate. Agency shall submit additional civil rights forms and reports as required in the *Local Agency Guidelines Manual*.
2. Agency, its contractors and subcontractors shall comply with the “United States Department of Transportation (USDOT) Approved Disadvantaged Business Enterprise (DBE) Commitment Requirements” and the “USDOT Approved Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions,” incorporated hereto by reference and made a part of this Agreement. Agency shall send electronic copies of all completed Committed DBE Breakdown and Certification forms described in the “USDOT Approved DBE Commitment Requirements” to State’s Small Business and DBE Program Manager, with a copy to State’s Regional Local Agency Liaison, for review and approval. Agency shall not award any contracts under this Agreement prior to receiving written approval of said forms from State’s Small Business and DBE Program Manager. Agency agrees to ensure that the above provisions (including references therein) shall be incorporated into all contracts and subcontracts (regardless of tier) describing the work to be performed by DBEs on projects financed in whole or in part with federal funds. Failure by Agency to carry out these requirements on any project is a material breach of contract, which may result in the termination of the contract or such other remedy as State deems appropriate. Federal regulations Title 49 CFR Part 26, as approved by USDOT, are also incorporated by reference and shall be made a part of any contract specifications and this Agreement.
3. Agency agrees to adopt the ODOT *DBE Program Plan*, available at: http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe_program.aspx#plan. Agency, its contractors and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State’s

DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

4. Agency, its contractors and subcontractors shall comply with the EEO and the OJT/APPRENTICESHIP requirements, as referenced in the *Local Agency Guidelines Manual*, incorporated hereto by reference and made a part of this Agreement. Agency agrees to ensure that the EEO and OJT/APPRENTICESHIP requirements, listed in the *Local Agency Guidelines Manual*, shall be a part of all solicitations for bids on all federal-aid construction contracts or subcontracts of ten thousand dollars (\$10,000) or more. Title 23, USC, Section 140, Equal Employment Opportunity, as in effect on May 1, 1982, is incorporated hereto by reference and shall be made a part of any contract specifications and this Agreement. The OJT/APPRENTICESHIP requirements shall also be part of all solicitations for bids on all federal-aid construction contracts or subcontracts when OJT/APPRENTICESHIP is assigned and is in implementation of Title 23 USC Section 140(a). Federal regulations Title 23 CFR Part 230, as approved by USDOT, are also incorporated hereto by reference and shall be made a part of any contract specifications and this Agreement.
5. Agency, its contractors and subcontractors shall not discriminate on the basis of age, disability, race, color, national origin, sex, income status or religion in the award, administration, and performance of any federal-aid contract in the administration of EEO and OJT/APPRENTICESHIP requirements under Title 23 CFR Part 230.
6. Agency shall include in all construction bid books, relative to receiving federal-aid, the following paragraph.

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR Part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."
7. State shall make available to Agency, by electronic medium, all current and pertinent DBE, EEO and OJT/APPRENTICESHIP forms. Agency will include the forms in Agency's bid books, as defined in Agency's manual and procedures as appropriate. State's Office of Civil Rights will be available to provide EEO, OJT/APPRENTICESHIP and DBE training during the test projects.
8. State shall review and determine goals or requirements for DBE, and OJT/APPRENTICESHIP for each project as appropriate. To initiate this review, Agency

shall submit to State's Regional Local Agency Liaison, approximately thirteen (13) weeks before bid opening, the plans, specifications (ninety (90) percent complete), engineer's estimate, cost and completion data as well as the DBE/OJT/APPRENTICESHIP Civil Rights Sheet (also known as (aka) "yellow sheet") by electronic means, fax, or hard copy. State's Regional Local Agency Liaison shall submit the documents to State's Small Business/DBE Program Manager in the Office of Civil Rights. If Agency disagrees with State's assigned goals or requirements for DBE and OJT/APPRENTICESHIP, Agency and State shall discuss, however, State will have final determination.

9. Agency understands that the DBE provisions and bid document inserts are required even if the DBE goal is set to zero (0). Federal regulations encourage contractors to involve DBE firms even if the DBE goal is zero (0). All prime bidders shall submit the Subcontractor Solicitation and Utilization Report (SSUR) (State form 734-2721) to the Agency within ten (10) days of bid opening. Agency shall forward the SSURs by electronic means or fax, to State's Small Business/DBE Program Manager in the Office of Civil Rights regardless of whether the DBE goal is zero or not.
10. Agency shall fax or send a list of the prime bidders with bid amounts for all bidders to State's Small Business/DBE Program Manager in the Office of Civil Rights. In addition, Agency shall forward appropriate Civil Rights form, "DBE Commitment Certification and Utilization Form", 734-2785, and information within two (2) working days of bid opening. State's Small Business Program Manager will evaluate the bids for DBE compliance and notify the Agency of the results. Agency shall not notify bidders of contract award until they have received the evaluation from State. After award, and prior to contract execution, Agency shall forward copies of all forms received by Agency from contractor(s) to State's Regional Local Agency Liaison within ten (10) days. After the contract is executed, Agency shall forward all forms received from contractor(s) to State's Regional Local Agency Liaison with ten (10) days. State's Regional Local Agency Liaison will forward all copies immediately to State's Small Business Program Manager.
11. Agency shall comply with the goals or requirements for DBE, and OJT/APPRENTICESHIP established by State for each federal-aid project.
12. If Agency's lowest bidder has not met the DBE goal on a project, State's Office of Civil Rights shall determine if good-faith efforts were made and make a recommendation to Agency regarding award as it applies to meeting the DBE goal assigned for that particular project. If State's Office of Civil Rights determines that Agency's apparent low bidder has not made good faith efforts, State's Office of Civil Rights will provide a paragraph to be included in a letter to the contractor from Agency that the bidder is non-responsive. The paragraph will include the reason for the determination that the bid is non-responsive and provide the bidder an opportunity for administrative reconsideration. Agency shall use the information provided by State's Office of Civil Rights verbatim and make no changes to the wordage when submitting to the contractor. If the bidder requests administrative reconsideration, Agency shall notify State's Office of Civil Rights and State's Office of Civil Rights shall conduct the administrative reconsideration. State's Office of Civil Rights shall provide the results of the administrative reconsideration to Agency. Agency shall use the information provided by State's Office of Civil Rights verbatim and make no changes to the wordage when submitting to the contractor. Agency shall defend the administrative

reconsideration committee decision with State and Department of Justice providing assistance.

13. If a protest is filed involving a DBE goal, State's Office of Civil Rights shall provide a written response to the protest and forward to Agency for finalizing and signature. Agency shall use verbatim the wordage provided by State's Office of Civil Rights in connection with the DBE goal issue. If Agency disagrees with the response, Agency may discuss with State's Office of Civil Rights, however State's Office of Civil Rights has the final determination.
14. State shall provide support, compliance monitoring and on-site reviews (as required) for the DBE, EEO, and OJT/APPRENTICESHIP programs. State shall deliver to Agency the Standard Precon package for each project. State shall act on behalf of Agency regarding all Civil Rights contract administration activities and shall report any discrepancies or issues to Agency, not the Contractor. Agency shall forward the "Committed DBE Breakdown and Certification Form" to State's Office of Civil Rights for verification that the DBE goal continues to be met. Agency maintains responsibility to uphold the DBE, EEO, and OJT/APPRENTICESHIP programs with the contractor.

Construction Activities and Administration

1. Agency understands and agrees that certification is only for the low bid contracting process. If Agency wishes to use an alternate method of bidding other than low bid, Agency shall contact State's Regional Local Agency Liaison to obtain State's and/or FHWA written approval.
2. Agency may use Additive Alternate Bidding (aka Bid Alternates). Agency's first Additive Alternate Bidding project using the Certification Program will be considered a test project and Agency will need to inform State's Regional Local Agency Liaison at ninety (90) percent PS&E.
3. Agency agrees that contract administration, quality control, quality assurance, material sampling and testing will be accomplished in accordance with State's current Construction Manual. Said manuals are incorporated hereto by reference, and made a part of this Agreement.
4. Agency shall determine whether state Bureau of Labor & Industries (BOLI) wage rates apply or if BOLI and federal Davis-Bacon wage rates must be compared and the higher of the two (2) rates paid per classification. Agency will need to inform State's Regional Local Agency Liaison of the determination at ninety (90) percent PS&E. Agency shall monitor labor compliance and prevailing wage rate compliance.
5. Agency shall include in the bid book the requirement of a bid guaranty in an amount not to exceed ten (10) percent of the bid amount; a performance bond in an amount equal to the full contract price; and a payment bond in the amount equal to the full contract price. Each bid guaranty, performance bond and each payment bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in Oregon. Agency will ensure that State is included as either a dual obligee or

a named additional obligee under the performance bond. Proof of said bonding will be provided to State's Regional Local Agency Liaison by the acquiring Party.

6. If Agency awards a construction contract, Agency shall follow Agency's materials quality program. Agency shall process and pay all contractor progress estimates, make final contractor payment, check final quantities and costs, and oversee and provide inspection services during the construction phase of each project.
7. State will reimburse Agency for construction contractor payments within ten (10) working days of receipt of payment request from Agency. Once State's Regional Local Agency Liaison has received invoice from Agency, State's Regional Local Agency Liaison shall forward the invoice to State's Financial Services Office for payment. Receipt of payment requests shall include the items listed in paragraph six (6) of the "Finance" Section of this Agreement.
8. Agency shall prepare contract and bidding documents, advertise for bid proposals, award all contracts, and conduct all contract administration. Upon Agency's award of the construction contract, Agency, or its consultant, shall be responsible to perform all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract and making contractor payments.
9. Agency shall send State, within one (1) year following contract completion for construction, a final copy of "As Constructed" plans if a roadway project is on or affects the state highway system and for all bridge projects both on and off the state highway system where State has responsibility for inspection of such bridges.

Contract Claims and Contractor Change Orders

1. Agency shall follow Agency's procedures for contractor claims and Contract Change Orders as described in Agency's standards for federal-aid projects. Agency's contract specifications are required to include a process for dispute and claim resolution.
2. Agency cannot exceed any state or federal funding authorization without following State's process, and obtaining approval for an increase in project authorization.
3. FHWA retains approval authority over:
 - a. Waiver for Buy America provisions;
 - b. Any sensitive or controversial change, or any change for which FHWA review and approval is specifically requested;
 - c. Changes to scope of work or extension of project limits shown in the project documents previously approved by FHWA and;
 - d. Changes that affect environmental mitigation or commitments.
4. State retains approval authority over certain changes to the project. The notification of proposed changes must be sent to State's Regional Local Agency Liaison for approval prior to the Agency approving a Contract Change Order in any of the following areas:

- a. Changes which affect environmental mitigation classification or commitments;
- b. Right of way access control on or impacting State's facilities;
- c. Changes in the scope of work or extension of the contract limits shown in the project documents approved by State and FHWA;
- d. Any contract change altering the DBE goals or requirements;
- e. Any impact or changes to traffic mobility including width, height, weight, length, access to the route or additional travel delay on or impacting State's facilities; and
- f. Any change(s) resulting in less than AASHTO Design Standards for projects on the NHS.

Railroads

Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Regional Local Agency Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR Part 140 Subpart I, and Title 23 Part 646 Subpart B shall be included in the total project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing and at project expense, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

Utilities

Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Regional Local Agency Liaison. Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR Part 645 Subpart A and B, shall be included in the total project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties. (Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.)

Maintenance Responsibilities

Agency shall, upon completion of each project, maintain, operate and provide power as needed to operate the projects at its own cost and expense for the useful life of each project. The useful life of each project shall be identified as eight (8) years for pavement overlay projects and twenty years (20) for all other projects, unless otherwise indicated in the individual Supplemental Project Agreements. In the event a project will include or affect a state highway, this provision does not address maintenance of that state highway.

General Provisions

1. Agency further agrees to comply with all applicable Civil Rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.

2. Agency agrees and understands that it will conduct all contracting in compliance with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS Chapters 279A, 279B, and 279C, the provisions of ORS 279C.505, 279C.515, 279C.520, 279.530, and 279B.270, Title 2 CFR Part 225; Title 23 CFR Parts 1.11, 140, 635, 710, and 771; Title 49 CFR Parts 18, 24 and 26; and OMB CIRCULAR NO. A-133; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, provisions of the FAPG, *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*, *Local Contract Review Board Contracting Rules*, and Agency's applicable contracting rules of procedure adopted pursuant 279A.060 and 279A.065(5). State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim, and not by reference.

3. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, USDOT Office of Inspector General, FHWA, any other federal government agency, and their duly authorized representatives shall have access to such fiscal records and other books, project documents, papers, plans and writings of Agency pertaining to work covered by the Supplemental Project Agreements to perform examinations and audits and make excerpts and transcripts. Agency is responsible for using its procedures, as approved by State, for project documentation and long term retention of project documentation. In all contracts, Agency shall expressly require that the contractor and subcontractor(s) maintain the records and keep the records accessible and available at reasonable times and places for a minimum period of six (6) years from the date of final payment under the contract or subcontract or until the conclusion of any audit, controversy or litigation arising out of or related to the contract, whichever date is later, unless a different period is required by law. See the Secretary of State's Retention Schedule; e.g. OAR Chapter 166, Division 150 for counties and Division 300 for state agencies. This shall include, but is not limited to:
 - a. daily work records;
 - b. quantity documentation;
 - c. material invoices and quality documentation;
 - d. certificate of materials origin;
 - e. process control records;
 - f. project diary;
 - g. erosion control reports;
 - h. temporary protection and direction of traffic reports;
 - i. foreign steel summary;
 - j. test results; and

- k. inspection records to ensure that projects are completed in conformance with approved plans and specifications.
4. Agency shall retain and keep all files and records for a minimum of six (6) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (Title 49 CFR Part 18 Subpart 42).

Agency and State Indemnifications

CONTRIBUTION

1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
2. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
3. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to

information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement and Supplemental Project Agreements. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

INDEMNIFICATION

1. 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, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the contractor and subcontractor from and against any and all Claims.
2. 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 any time 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.
3. Agency, subject to any limitations imposed by State law and the Oregon Constitution, agrees that on all projects where Agency is contracting for services pursuant to this Agreement or performing project management for the project to accept all responsibility, defend lawsuits, indemnify and hold State harmless, for all contract related claims and suits, including but not limited to all contract claims brought by any contractor arising out of the contractor's work, Agency's supervision of any individual project, or Agency's failure to comply with the terms of this Agreement and Supplemental Project Agreements.

Insurance

1. Agency shall require its contractor(s) to list the State of Oregon, Oregon Transportation Commission and its members, and Department of Transportation, its officers and employees, as additional insured in the insurance certificates required of contractor(s) under any contract. Prior to Notice to Proceed, contractor shall provide insurance certificates to Agency. For railroad insurance, the maximum dollar amounts of coverage to be reimbursed for federal funds with respect to bodily injury, death and property damage is limited to a combined amount of two million dollars (\$2,000,000) per occurrence with an aggregate of six million dollars (\$6,000,000) applying separately to each annual period. FHWA must approve any exceptions to the maximum railroad protective insurance limits. Agency should contact local railroad for insurance requirements. The insurance coverages shall be in effect for the life of the contract.
2. Agency shall include State as a third party beneficiary in the specifications of Agency's construction contract on any projects, with express authority to enforce the terms and conditions of the contract.

Workers' Compensation Coverage

All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand dollars (\$500,000) must be included. Agency shall ensure that each of its contractors complies with these requirements.

Termination

1. This Agreement or Supplemental Project Agreements may be terminated by mutual written consent of both Parties.
2. State may terminate or rescind this Agreement or Supplemental Project Agreements if Agency fails to comply with the requirements of the above-mentioned agreements, and after receipt of written notice from State, fails to correct such compliance issue within ten (10) days or such longer period as State may authorize.
3. State may terminate this Agreement or Supplemental Project Agreements 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 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 federal fund reimbursements to Agency as provided under the Certification Program.
 - b. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Certification Program is prohibited or State is prohibited from reimbursing Agency with federal funds.

4. Any termination of this Agreement or Supplemental Project Agreements shall not prejudice any rights or obligations accrued to the Parties prior to termination.

Lobbying Restrictions – pursuant to Form FHWA-1273, Required Contract Provisions

Agency certifies by signing the Agreement that:

- a. 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 federal 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.
- b. 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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, for each Supplemental Project Agreement, Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d. 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 Title 31, USC Section 1352.
- e. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

Signature Authorities

1. Agency agrees that it has the means to provide adequate expertise and has support staff available to perform the functions being subdelegated. The support staff may include consultants or state services. Agency shall ensure that any contracts entered into with consultants, contractors or subcontractors shall adhere to the same requirements as those required of Agency under this Agreement.
2. Agency's approval authorities for any work performed by Agency under conditional certification, and after final certification has been granted, shall be identified in a letter to

be provided to State. The letter must be sent to State's Certification Program Manager upon execution of this Agreement. If any of the titles identified by Agency as having approval authority change, Agency shall immediately send a new letter to State's Certification Program Manager and State's Region Manager identifying all the Parties by title that have approval authority. State's Certification Program Manager will provide a copy of any updates to the State's Regional Local Agency Liaison. Agency agrees that the signatures on each project prospectus, Supplemental Project Agreement, contract, and all project development phases shall adhere to said approval authority.

3. Agency and State certify and represent that the individuals signing this Agreement have been authorized to enter into and execute this Agreement under the direction or approval of their governing body, commission, board, officers, members or representatives, and to legally bind Agency and State.
4. The provisions of this Agreement shall apply to all federal-aid Supplemental Project Agreements Agency enters into with State. If needed, and agreed to by both State and Agency, the provisions of this Agreement may be modified by use of special provisions in the Supplemental Project Agreements. In the event of a conflict, the Supplemental Project Agreement shall control over this Agreement.
5. 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.
6. This Agreement and the attached and incorporated exhibits constitute the entire agreement between the Parties on the subject matter hereof. Supplemental Project Agreements will incorporate this Agreement and the exhibit(s) for purposes of those specific projects. 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.

Clackamas County/State
Agreement No. 29025

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.

CLACKAMAS COUNTY, acting by and through its elected officials

By _____
County Commissioner, Chair

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By  _____
County Legal Counsel

Date 13 August 2014

County Contact:

Joel Howie, Civil Engineering Supervisor
Clackamas County Dept. of Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97045
Phone: (503) 742-4658
JHowie@co.clackamas.or.us

State Contact:

Mark Foster, Certification Program Manager
555 13th St NE Ste. 2
Salem, OR 97301-4178
Phone: 503-986-3649
mark.a.foster@odot.state.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 _____
Assistant Attorney General

Date _____

Clackamas County/State
Agreement No. 29025

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION

Agency is fully Certified in the following functional areas as marked below:

- Design
- Advertise, Bid and Award
- Construction Contract Administration

Agency may seek Certification status in the following functional areas as marked below, by contacting the State:

- Consultant Selection
- Bridge Design

After recording, return to:

EXHIBIT A
MEMORANDUM OF AGREEMENT AND ACKNOWLEDGEMENT OF FEDERAL ASSISTANCE
[State Recording Authority: ORS 93.710 and ORS 205.130(2)]

Agreement Number:

Project Name:

Key Number:

Supplemental Project Agreement No. _____ between the (Insert Agency Name) and the State of Oregon, Department of Transportation was executed on _____ Pursuant to paragraph _____, Agency Obligations, page _____ of the Supplemental Project Agreement, upon the recording of this document, the (Insert Agency Name) received federal funds for the Project described in the Supplemental Project Agreement. The property and assets under the jurisdiction of the (Insert Agency Name) were improved with the assistance from the United States Government. Such assistance was provided to (Insert Agency Name), in reimbursement of costs associated with the (Insert Agency Name). The use and disposition of said property is subject to the terms of the above noted Supplemental Project Agreement, copies of which may be obtained from the Director of ODOT and is also subject to 49 CFR Part 18. A description of the improved property is attached.

(Insert County Name)

By: _____ (Notary Stamp)
(Name of person)

Title: _____

State of Oregon: County of _____

Signed or attested before me on _____ by _____
(Date) (name(s) of person(s))

My commission expires on _____

STATE OF OREGON, DEPARTMENT OF TRANSPORTATION

By: _____ (Notary Stamp)

Title: Active Transportation Section Manager

Signed or attested before me on _____ by _____
(Date) (name(s) of person(s))

My commission expires on _____



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M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Kodiak Pacific Construction for the
Mabel Avenue improvement Project**

| | |
|--|---|
| Purpose/Outcomes | Upgrade storm drainage and pave Mabel Avenue |
| Dollar Amount and Fiscal Impact | The contract value is \$394,310.39 |
| Funding Source | County Road Funds: \$168,243.05 Water Environment Services: \$226,067.34 |
| Safety Impact | Will reduce local flooding |
| Duration | Contract signing through 10/31/2014 |
| Previous Board Action | None |
| Contact Person | Vince Hall, Project Manager 503-742-4650 |

BACKGROUND:

DTD is recommending approval of a construction contract with Kodiak Pacific Construction for the Mabel Avenue Improvement Project. This project will upgrade the storm drainage system and pave Mabel Avenue. The roadway improvements will be funded with County Road Funds and the storm drainage systems will be funded by Water Environment Services.

Staff advertised this project and received four competitive bids. The lowest responsive and responsible bidder was Kodiak Pacific Construction with a bid of \$394,310.39. The project is expected to begin at contract signing and be completed by October 31, 2014. This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached contract with Kodiak Pacific Construction for Mabel Avenue Improvement Project.

Respectfully submitted,

Randy Harmon
Interim Manager of Transportation Maintenance

Placed on the _____ Agenda by the Purchasing Division



LANE MILLER
MANAGER

PURCHASING DIVISION

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

August 21, 2014

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of August 21, 2014 this contract with Kodiak Pacific Construction Co for the **Mabel Avenue Improvement Project** for the Clackamas County DTD Engineering Division. This project was requested by Vince Hall, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Eighteen bid packets were sent out with four bids received: Kodiak Pacific Construction - \$394,310.39; Eagle-Elsner - \$396,187.50; C.R. Woods Trucking - \$418,770.50; and Oregon Underground - \$659,302.50. After review of all bids, Kodiak Pacific Construction Co was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$394,310.39. All work is to be completed by October 31, 2014. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 215-2410-00-431900 for fiscal year 2014/2015.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff

Approval of Previous Business Meeting Minutes:

July 17, 2014

(minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at <http://www.clackamas.us/bcc/business.html>

Thursday, July 17, 2014 - 6:00 PM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

**PRESENT: Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith
Housing Authority Commissioner Paul Reynolds**

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Ludlow announced the Board will convene as the Housing Authority Board for the first item; he introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY CONSENT AGENDA

Chair Ludlow asked the Clerk to read the Consent Agenda by title, he then asked for a motion.

1. Approval to Apply for a 2014 Resident Opportunity for Self-Sufficiency Service (ROSS) Coordinator Grant from the US Department of Housing and Urban Development
2. Approval to Apply for a Grant from the State of Oregon Housing and Community Services for Capacity Building Funds
3. Approval to Respond to the Meyer Memorial Trust Request for Proposal to Increase Access to Private Market Units through Housing Choice Vouchers Grant

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority Consent Agenda.

Commissioner Bernard: Second.

Clerk calls the poll:

Commissioner Reynolds: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye - the motion passes 6-0

Chair Ludlow adjourned as the Housing Authority Board and convened as the Board of County Commissioners for the remainder of the meeting.

II. CITIZEN COMMUNICATION

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

1. Kevin Johnson, Gladstone – issue regarding the Gladstone Library and comments made by Commissioner Schrader.
2. Jo Haverkamp, Oregon City – concerned about legal fees incurred by Commissioner Ludlow and Smith.

~Board Discussion~

3. Les Poole, Gladstone – referred to an article in the Clackamas Review regarding the Gladstone Library and the Hungerford issue.
4. Maryanna Moore, Gladstone – spoke regarding the Gladstone Library. Hungerford issue and the County Fair building.

~Board Discussion~ regarding the Livestock building at the County Fair.

III. PUBLIC HEARINGS

1. First Reading of Ordinance No. **03-2014** Amending Title 5 – Animals, and Appendix B, Fines, of the Clackamas County Code

Diedre Landon, Department of Transportation & Development and Diana Hallmark, Dog Services presented the staff report and a PowerPoint presentation.

~Board Discussion~

Chair Ludlow opened the public hearing and stated there are several folks signed up to speak.

1. Tim McFarland, Canby spoke in support.
2. Steven Bell, Clackamas – spoke in support.
3. Peggy and Dan Sevy, Oregon City – spoke in support.
4. Lynda Orzen, Oregon City – spoke in support.
5. Jim Graham, Happy Valley – spoke in support.
6. Sunny Graham, Milwaukie – spoke in support.

Chair Ludlow closed the public hearing and asked for a motion.

MOTION:

Chair Ludlow: I move we read the ordinance by title only.

Commissioner Schrader: Second.

~Board Discussion~

Clerk calls the poll:

Commissioner Bernard: Yes.

Commissioner Smith: Yes.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye - the motion passes 5-0

Chair Ludlow asked the Clerk to assign a number and read the Ordinance by title only. He announced the second reading will be July 31st at the regular scheduled Business meeting at 10 AM.

2. Board Order No. **2014-76** for the Consideration of the Formation of an ORS 266 Parks and Recreation District, Replacing the Current North Clackamas Parks & Recreation District (NCPRD) at a Higher Permanent Rate

Chris Storey, County Counsel, Gary Barth, NCPRD presented the staff report.

~Board Discussion~

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

Chair Ludlow opened the public hearing and stated there are several folks signed up to speak.

1. Thelma Hagenmiller, Oak Grove – spoke against.
2. Eugene Whitley, Milwaukie – spoke against.

~Board Discussion~

3. Bill Bersie, Happy Valley – spoke in support.

4. Jim Ellis, Milwaukie – spoke in support.

5. Darlene Seufert, Milwaukie – too much government, there will be no oversight, she is against.

6. Greg Chaimov, Milwaukie – spoke in support.
7. Ginger Fink, Oak Grove – spoke in support.
8. Renee King, Clackamas – spoke in support.
9. Dick Shook, Milwaukie – spoke in support.
10. Terry Gibson, Jennings Lodge – speaking on behalf of the North Clackamas Urban Watershed Council who supports the issue.
11. Jim Martin, Oak Grove – spoke in support.
12. Nancy Gibson, Jennings Lodge – spoke in support.
13. Mickey Fearn, Raleigh North Carolina – has a similar District in NC and spoke of it success.
14. Mark Gamba, Milwaukie – speaking on behalf of Milwaukie City Council who supports the issue.
15. Les Poole, Gladstone – needs more education for public to understand this issue.
16. Mark Hughes, Milwaukie – spoke in support.
17. Steven Cade, Jennings Lodge – spoke against.
18. Lisa Batey, Milwaukie - spoke in support.

~Board Discussion~

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

Chair Ludlow closed the public hearing and asked for a motion.

MOTION:

Commissioner Smith: I move we approve the Board Order for the Consideration of Formation of an ORS 266 Parks and Recreation District Replacing the Current North Clackamas Parks and Recreation District at a Higher Permanent Rate and Holding a Final Hearing on this Proposal on August 7, 2014 at the Regular Scheduled Business Mtg. at 10 AM.

Commissioner Bernard: Second.

~Board Discussion~

Clerk calls the poll:

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Abstain.

Commissioner Bernard: Aye.

Chair Ludlow: Aye - the motion passes 4-0-1.

IV. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

V. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the Consent Agenda by title, he then asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the Consent Agenda.

Commissioner Schrader: Second.

Clerk calls the poll:

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye - the motion passes 5-0

A. Health, Housing & Human Services

1. Approval of an Amendment to the Intergovernmental Agreement with the State of Oregon Department of Human Services for Job Opportunities and Basic Skills for Clients Receiving Temporary Assistance to Needy Families (TANF) – *Community Solutions*
2. Approval of an Intergovernmental Agreement for Professional Services Amendment No. A3 with the State of Oregon, Department of Education Early Learning Division – *Children, Youth & Families*
3. Approval of Grant Agreement Amendment No. 2 from the US Department of Housing and Urban Development, Continuum of Care Program, for the Jackson Place Program to Provide Transitional Housing and Services for the Homeless – *Social Services*
4. Approval of a Grant Agreement Amendment No. 2 from the US Department of Housing and Urban Development, Continuum of Care Program, for the HOPE Leasing Program for the Purpose of Providing Permanent Housing - *Social Services*

B. Department of Transportation & Development

1. Resolution No. **2014-77** Declaring the Public Necessity and Purpose for Acquisition of Rights-of-Way and Easements for the Pudding River (Whiskey Hill Road) Bridge Project and Authorizing Negotiations and Eminent Domain Actions

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

D. Emergency Management

1. Approval of Two FY 2012 Urban Area Security Initiative Sub-recipient Grant Agreements with Clackamas Fire District No. 1

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of an Amended and Restated Intergovernmental Agreement Related to the Acquisition, Ownership, Development and Easements Related to the Lents II/Luther Road Project

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 9:26 PM

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.

www.clackamas.us/bcc/business.html



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John S. Foote, District Attorney for Clackamas County

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045
503 655-8431, FAX 503 650-8943, www.co.clackamas.or.us/da/

August 21, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of
Amendment (3) to State of Oregon Intergovernmental Agreement Number 143653

| | |
|--|--|
| Purpose/Outcomes | Maximum not to exceed amount increased |
| Dollar Amount and Fiscal Impact | There is no match required. The maximum not-to-exceed amount is now \$288,985.19, which reflects an increase of \$31,998.80 Funds will be used to offset salary and fringe for Juvenile Deputy District Attorneys. |
| Funding Source | State of Oregon, acting by and through its Department of Human Services |
| Safety Impact | The District Attorney's Office has two full-time Deputy District Attorneys (DDA) that are dedicated to juvenile dependency cases. Each DDA is focused on the safety, permanency and well-being of the children involved. |
| Duration | Effective July 1, 2013 through June 30, 2015 |
| Previous Board Action/Review | The Board has approved three Juvenile Dependency IGA's since March 2008. The Board approved Amendment (1) on February 1, 2014 and Amendment (2) on May 8, 2014. |
| Contact Person | Sarah Brown, Administrative Services Manager for the District Attorney |

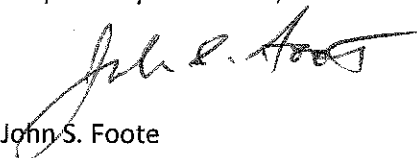
BACKGROUND:

The Board approved the first Intergovernmental Agreement between the District Attorney's Office and the Department of Justice to increase involvement in or otherwise improve the quality of juvenile dependency proceedings on March 13, 2008.

RECOMMENDATION:

I recommend that the Board approve the attached Intergovernmental Agreement between the Department of Human Services and the District Attorney's Office.

Respectfully submitted,



John S. Foote



Agreement Number 143653

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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This is amendment number **03** to Agreement Number **143653** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County
John Ludlow, Commission Chair
2051 Kaen Road
Oregon City, Oregon 97045
Telephone: (503) 655-8581
Facsimile: (503) 742-5919**

hereinafter referred to as "County," and

**Clackamas County District Attorney
John Foote
807 Main Street
Oregon City, Oregon 97045
Telephone: (503) 655-8431
Facsimile: (503) 650-8943
johnfoote@co.clackamas.or.us**

hereinafter referred to as "District Attorney."

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
 - a. Section IV Payments, is amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - A. The maximum not-to-exceed amount payable to County and District Attorney under this Agreement, which includes allowable expenses, is ~~\$246,980~~ **\$288,985.19**. DHS shall not pay County any amount in excess of the not-to-exceed amount for performing the Work, and shall not pay for Work until this Agreement has been signed by all parties.

B. DHS shall only pay for performed Work under this Agreement, and may make interim payment as follows:

| Designated Funds | Effective Dates | Amount | Quarterly Payment |
|------------------------------------|---------------------------------|--|---|
| State General Funds | July 1, 2013 – June 30, 2015 | \$171,980 <u>\$213,985.19</u> | NTE \$21,497.50 (first 4 quarters) <u>NTE \$31,998.80</u> <u>(remaining 4 quarters)</u> per Exhibit A, Part 2 |
| Title IV-E Funds (CFDA #93.658) | July 1, 2013 – June 30, 2015 | \$75,000 | Calculated in accordance with Exhibit A, Part 4 |

3. Certification.

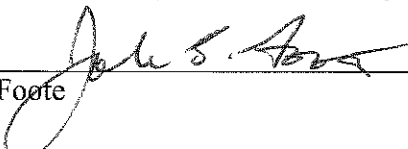
- a. By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:
 - (1) The information shown in Data and Certification, of original Agreement or as amended is County's and District Attorney's true, accurate and correct information; and
 - (2) County and District Attorney are not subject to backup withholding because:
 - (a) County and District Attorney are exempt from backup withholding;
 - (b) County and District Attorney have not been notified by the IRS that County or District Attorney are subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County and District Attorney that County and District Attorney are no longer subject to backup withholding.

- b. County and District Attorney hereby certify that the FEIN provided to DHS is true and accurate. If this information changes, County and District Attorney are also required to provide DHS with the new FEIN within 10 days.
- c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County and District Attorney certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

5. Signatures.

Clackamas County

By:

| | | |
|--|-------|-----------------|
| Authorized Signature | Title | Date |
|  John Foote | | 8/06/14 Date |

State of Oregon acting by and through its Department of Human Services

By:

| | | |
|---|-------|------|
| Authorized Signature | Title | Date |
| Jewelee Bell, Contract Specialist | | Date |

Approved for Legal Sufficiency
 Not required per OAR 137-045-0050(2)

Office of Contracts and Procurement



ELLEN CRAWFORD
DIRECTOR

JUVENILE DEPARTMENT

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

August 21, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of Award Amendment for the 2013 Byrne/JAG
Speciality Court Grant**

| | |
|--|--|
| Purpose/Outcomes | This grant awards \$132,854 in funding to enhance the services of our Juvenile Drug Court, including hiring two part time staff to provide vocational and educational support services to these youth and their families, and two part time staff for support services directly servicing the youth. |
| Dollar Amount and Fiscal Impact | This grant award is for \$132,854. There will be no match of County general fund attached to this grant award |
| Funding Source | FY 2013 Byrne/JAG Specialty Court provided through the Criminal Justice Commission. There are no county general fund match dollars required. |
| Safety Impact | Drug Court provides intensive drug treatment to youth with substance abuse and addictions. These services enhance treatment and a youths ability to sustain a drug free life style in their community. |
| Duration | Effective through June 30, 2015. |
| Previous Board Action | None |
| Contact Person | Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171 |
| Contract No. | N/A |

BACKGROUND:

The Juvenile Department initially received notification of the Grant Award for the FY 2013 Byrne/JAG Specialty Court provided through the Criminal Justice Commission. The Award Notification for the first year was originally received on August 23, 2013. The grant awarded \$110,712 in funding to enhance the services of our Juvenile Drug Court. The Department has now been notified that it will receive the grant for a second year with funding in the amount of

\$132,854. A continuation of the services provided in year 1 of the grant will continue through the second year.

RECOMMENDATION:

Staff recommends the Board approval of the grant award in the amount of \$132,854.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ellen Crawford".

Ellen Crawford, Director
Juvenile Department

For more information on this issue or copies of attachments
contact Crystal Wright, ext 7112

**Criminal Justice Commission
Specialty Courts Grant Program**

885 Summer Street NE
Salem, OR 97301

**AMENDMENT TO
SPECIALTY COURTS GRANT PROGRAM**

This is Amendment Number 1 to Contract # BJ-13-022 ("Agreement") between the State of Oregon, by and through the Criminal Justice Commission ("CJC"), and Clackamas County. ("Grantee")

I. The Agreement is hereby amended as follows (except as provided otherwise, new language is indicated in bold and by underlining; deleted language is italicized and bracketed):

A. Section 3 is amended as follows:

3. Project Cost; Grant Funds. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed [*\$110,712*] **\$243,566** in Grant Funds for eligible costs described in Section 6 hereof.

B. Exhibit A is amended as follows:

- a. The Project End Date, June 30, 2014, is deleted and is replaced with June 30, 2015.
- b. The title of the "Budget Summary" is amended to read "Year 1 Budget Summary."
- c. The Year 2 Budget Summary is added as follows:

YEAR 2 Budget Summary:

| | Grant Funds Requested | Other Support | Total |
|---------------------------------|-----------------------|---------------|--------------|
| Personnel Salaries | \$ 93,659.82 | \$ 0 | \$ 93,659.82 |
| Contractual/Consultant Services | \$ 0 | \$ 0 | \$ 0 |
| Rent And Utilities | \$ 0 | \$ 0 | \$ 0 |
| Supplies | \$ 22,971.14 | \$ 0 | \$ 22,971.14 |
| Travel/Training/Conferences | \$ 0 | \$ 0 | \$ 0 |
| Equipment | \$ 0 | \$ 0 | \$ 0 |
| Administration | \$ 0 | \$ 0 | \$ 0 |
| Evaluation | \$ 16,223.04 | \$ 0 | \$ 16,223.04 |
| Other Expenses | \$ 0 | \$ 0 | \$ 0 |
| Total | \$ 132,854 | \$ 0 | \$ 132,854 |

II. Except as expressly amended above, all other terms and conditions of original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Approved by Grantee

CLACKAMAS COUNTY

Signature of Grantee John Ludlow, Chair Date

Chair, Board of County Commissioners
Name/Title

Recording Secretary

Federal Tax ID Number --93-6002286 State Tax ID Number

Approved by Criminal Justice Commission

Craig Prins, Executive Director Date

Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG Keith L. Kutler by email dated August 11, 2014
Keith L. Kutler Date



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OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

Stephen L. Madkour
County Counsel

Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Assistants

August 21, 2014

Board of Commissioners
Clackamas County

Members of the Board:

Approval of amendment to an Intergovernmental Agreement
With the Development Agency (North Clackamas Revitalization Area)
For Purposes of Clarifying Certain Accounting Practices

| | |
|--|---|
| Purpose/Outcome | Provide clarity regarding accounting practices relating to booked liability for County employees providing services to an urban renewal plan area |
| Dollar Amount and Fiscal Impact | None. While liabilities will be booked on the County ledgers, the appropriate service district or the development agency will be responsible for the payments by contract |
| Funding Source | None needed |
| Safety Impact | None |
| Duration | For the life of the original intergovernmental agreement |
| Previous Board Action/Review | Adoption of the original agreements in 2007, amended 2010 |
| Contact Person | Chris Storey, Assistant County Counsel – 503 742-4623 |
| Contract No. | |

BACKGROUND:

Clackamas County has entered into service agreements with the development agency for the provision of county services, such as employment, management, payroll, financial management support, legal support, facilities and maintenance, and other services. Moss Adams, the County's auditors, sought clarification on some accounting questions related to those agreements. In particular, they sought clarity on whether the County or each of the individual service districts would carry certain employment-related expenses on their books. After an internal discussion, staff recommends that the obligations be carried by the County for all related entities excepting the Housing Authority. Staff feels this is the most accurate and transparent way to represent the liabilities associated with accrued time off of county employees and potential pension obligations because the County is the employer. Further, FTE allocation to the various service districts shifts from year to year and allocating to the component level could create confusing spikes and misleading trends that do not accurately represent the financial health of such component unit. This amendment is similar in nature to others previously adopted by the

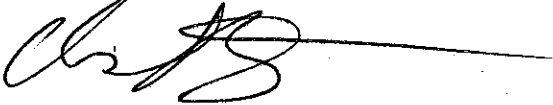
Board in June 2014.

Staff has drafted a proposed amendment to the agreement regarding the Development Agency's North Clackamas Revitalization Area to clarify the accounting practices as requested by the County's auditors. Adoption would be by vote once on behalf of the County, and by vote on behalf of the development agency.

RECOMMENDATION

Staff respectfully recommends that the Board amend the service intergovernmental agreement between the County and the development agency to accurately reflect obligations consistent with best accounting practices.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Storey', with a long horizontal line extending to the right.

Chris Storey
Assistant County Counsel

AMENDMENT NO. 2

To The

INTERGOVERNMENTAL AGREEMENT

Between

CLACKAMAS COUNTY DEVELOPMENT AGENCY and
CLACKAMAS COUNTY

This Amendment No. 2 (this "Amendment") is entered into by and between the Clackamas County Development Agency (North Clackamas Revitalization Area), the Urban Renewal Agency of the County of Clackamas organized pursuant to Oregon Revised Statutes ("ORS") Chapter 457 ("Agency") and Clackamas County, a political subdivision of the State of Oregon ("County") as of the date set forth below.

WHEREAS, the Agency and the County entered into that certain intergovernmental agreement dated April 19, 2007 as amended February 4, 2010 (collectively, the "Agreement") regarding the provision of services by the County; and

WHEREAS, the Agency and the County desire to amend the Agreement as set forth herein to clarify certain accounting issues;

NOW, THEREFORE, the parties hereto agree as follows:

1. The Agreement is amended to add two new paragraphs in new Section 17 to state:

17. Accounting Practices.

A. Compensated Absences. The CCDA contracts with the County for the provision of employment services by County employees consistent with its mission. As part of the normal course of business County employees providing work for the CCDA accrue the right to compensated absences such as paid vacation or paid sick time, as well as payroll and related taxes. For clarity of administration, the parties agree that the costs and obligations of such compensated absences and payroll and related taxes shall be reflected in the accounting books and ledgers of the County, and the CCDA shall have only an obligation to pay for such costs when realized as part of consideration for the provision of county employees to accomplish the purposes of the CCDA.

B. Pension Obligations. Pursuant to recent Government Accounting Standard Board requirements, the obligations of an employer with respect to its employee's pension payments and other post employment obligations must be reflected in the accounting ledgers and books of

the employer. For clarity of administration, the parties agree that all such obligations shall be reflected in the accounting ledgers and books of the County.

2. Except as stated herein, the parties affirm the Agreement and agree that no other provisions have been changed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives as of August 21st, 2014.

| | |
|--|---------------------|
| CLACKAMAS COUNTY DEVELOPMENT AGENCY | CLACKAMAS COUNTY |
| By: _____ | By: _____ |
| Title: _____ | Title: <u>Chair</u> |
| ATTEST: _____ | ATTEST: _____ |



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

August 21, 2014

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

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order Certifying the 2014-2015 Assessment Roll for
Clackamas County Service District No. 5

Table with 2 columns: Purpose/Outcomes, Dollar Amount and Fiscal Impact, Funding Source, Safety Impact, Duration, Previous Board Contact, Contact Person, Contract No.

BACKGROUND:

Pursuant to statute, CCSD #5 may, in accordance with the order adopted under ORS 451.485, finance the construction, operation or maintenance of service facilities for a district by tax assessments against the property in the district.

As outlined in the budget presentations in June of this year, the District budget assumes the collection of an annual assessment upon all benefiting real property within its boundaries. These assessments, included on the property tax statements for the County and collected in the same manner as ad valorem taxes, provide for the provision of street lighting services. These services include, but are not limited to, general maintenance, electrical service costs, and district administrative expenses.

The Board Order has been reviewed and approved as to form by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order directing the County Tax Assessor to place the street lighting service assessment, in the amount of \$1,933,563.26 on the 2014-2015 tax roll.

Respectfully submitted,

[Handwritten signature]

Wendi Coryell, Service District Specialist, CCSD

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

In the Matter of Certifying an Assessment
Roll for Property Assessed for Street
Light Service in Clackamas County
Service District No. 5 for Fiscal Year
2014-2015



ORDER NO.
page 1 of 1

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 and it appearing to the Board that assessment rates for Clackamas County Service District No. 5 were adopted by Order No. 2014-66, and that the adopted rates being applicable to all properties annexed into the district by order of the Board and identified on the District's Assessment Roll, and that such assessments are a revenue source essential to the continuing viability of Service District No. 5; now therefore

IT IS HEREBY ORDERED that the benefited property as shown on the Assessment Roll maintained by the Department of Transportation and Development for Clackamas County, be assessed in the amount specified thereon, and that these assessments are required to be placed on the tax roll; and

IT IS FURTHER ORDERED that the Board of County Commissioners of Service District No. 5 hereby levy the assessments provided for in the adopted budget in the aggregate amount of \$1,933,563.26 and that these assessments are levied upon properties identified on the District Assessment Role which were within the District as of the start of the 2014-2015 fiscal year. The following allocation and categorization subject to the limits of section 11b. Article XI of the Oregon Constitution make up the above aggregate levy:

| | Subject to the General Government Limitation | Excluded from the Limitation |
|--------------|---|---------------------------------|
| General Fund | \$1,933,563.26 | \$ 0.00 |
| Total | \$1,933,563.26 | \$ 0.00 |

IT IS FURTHER ORDERED that the assessments collected in the amount of \$1,933,563.26 be placed in the Clackamas County Service District No. 5 account, out of which payments can be made for services and materials provided to the District.

ADOPTED this 21st day of August, 2014.

BOARD OF COUNTY COMMISSIONERS
Acting as the Governing Body of Clackamas County Service District No. 5

Chair

Recording Secretary



Beyond clean water.

14
 Water Quality Protection
 Surface Water Management
 Wastewater Collection & Treatment

J. Michael Read
 Interim Director

August 21, 2014

Board of County Commissioner
 Clackamas County

Members of the Board:

**APPROVAL OF A SECTION 00500 AGREEMENT
 BETWEEN TRI-CITY SERVICE DISTRICT AND PCR, INC. FOR THE
TRI-CITY WPCP LIME STORAGE SILO ADDITION PROJECT**

| | |
|--|--|
| Purpose/Outcomes | A second lime silo will be constructed in an effort to complement and backup the existing lime silo. In addition, controls and valving would be implemented to provide the ability to alternate between tanks without interruption to the treatment processes. |
| Dollar Amount and Fiscal Impact | The agreement is for an amount not to exceed \$579,000 and is funded in the Tri-City Service District FY2014/15 and FY2015/16 budgets. |
| Funding Source | Tri-City Service District – no General County Funds are involved. |
| Safety Impact | A more reliable system with backup means less time that maintenance personnel are exposed to dangers inherent to working on non-functioning equipment under pressure of getting things back online so the plant remains compliant with permitting regulations. |
| Duration | August 2014 thru September 2015. |
| Previous Board Action | None. |
| Contact Person | J. Michael Read, Interim Director – Water Environment Services – 503-742-4560 |
| Contract No. | P202067 |

BACKGROUND:

The Membrane Bioreactor (MBR) process was installed as part of the Capacity Management Plan - Phase I. It requires lime to be added during the treatment process in order to function as designed, and to efficiently produce high quality wastewater that meets permit parameters.

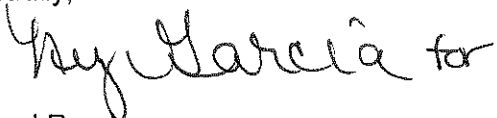
One lime silo was installed during Phase 1 of the Tri-City WPCP Expansion Project. A second lime silo is needed to provide redundancy, reduce operational risk, and to assure system efficiency for the MBR process. Bulk purchasing discounts would also be possible, reducing total lime costs, due to the additional storage capacity provided by a second silo.

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. Approve the contract for the Tri-City WPCP lime Storage Silo Addition Project between Tri-City District and PCR, Inc. for an amount not to exceed \$579,000.00; and
3. The Interim Director of Water Environment Services be authorized to execute the agreement between Tri-City Service District No. 1 and PCR, Inc. without further Board action.

Respectfully,

A handwritten signature in black ink that reads "J. Michael Read for". The signature is written in a cursive, flowing style.

J. Michael Read
Interim Director

SECTION 00500

AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2014 by and between Tri-City Service District (hereinafter called OWNER) and _____ (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 WPCP Lime Storage Silo Addition Project

The OWNER has determined it necessary to augment the existing lime storage and conveyance capabilities at the Tri-City WPCP. The Contractor shall furnish and install a new lime storage silo and conveyance system on a furnished concrete pad adjacent to the existing lime system. The storage and conveyance system shall include a new silo complete with truck filling station, dust collector, vibrating bin activator, mixing tank, control panel and controls and all incidentals to complete the system. Additional work shall include replacement of the hydrated lime slurry piping system, installation of new electrical power supply, minor structural modifications to improve drainages and all elements as indicated in the Contract Documents.

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 the Work identified within 330 calendar days after written Notice to Proceed and the Work shall be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 360 calendar days of written Notice to proceed. The written notice to proceed will be forwarded to the Contractor after the Contractor submits the signed Agreement, Perfor-

mance 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, signed by the OWNER.

- 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 the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time 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, plus any fees or penalties imposed by regulators for other violations.

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.

Unless changes and alterations in the Plans, quantities or details of construction materially change the character of the work to be performed or the unit costs thereof, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the same unit prices as are provided under the Contract for the accepted quantities of work done.

If, however, changes and alterations in the Plans, quantities or details of construction materially change the character of work or unit costs thereof, compensation for such work will be made on such basis as may be agreed upon in advance of performance of work, or in case no such basis has been agreed upon, then an allowance may be made, either for or against the Contractor. Payment will be made at unit prices only for work actually performed or materials actually furnished according to actual measurement. If the amount of any major work item (excluding concrete crack repair) changes by more than 25%, compensation for all work that differs from the original estimated quantities for that work item may be made on such basis as may be agreed to in advance of performance of work, or in case no such basis has been agreed upon, an allowance may be made, either for or against the Contractor in such amount as the Engineer determines is fair and equitable. For the purpose of this Section, a major work item is defined as an item that constitutes at least 10% of the total contract bid amount based on either the estimated original quantities or the actual quantities and Contractor's original Bid prices.

If the Contract is done on a lump sum basis, the adjustment for increases or decreases may be based, at the sole discretion of the Engineer, on a theoretical unit price. This price will be determined by dividing the Contractor's applicable breakdown category

price by the estimated quantities of all units of work within the applicable breakdown category.

5.2 For all Work, as broken down in the following:

A. **Lime Storage Silo Addition Project - Base Bid Amount** identified in the Bid Form:

Lump Sum Price: \$ _____
(in figures)

B. Owner Contingency Allowance identified in the Bid Form: **\$10,000.00**

C. Total Bid Amount: \$ _____
(in figures)

5.3 The Contract Price is the total price stated in Contractor's Bid, 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.

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. Certified payroll information is to be provided to the Owner once per month along with each progress payment request, by the fifth business day of the following month. If certified payrolls are not submitted prior to each progress payment, the Owner is required to retain 25% of any amount earned by the contractor until such certified payrolls are received, as required.
- 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 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 com-

pleted 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. Non-resident Contractor will provide OWNER with evidence that provisions of ORS Chapter 279A.120 have been satisfied, as a prerequisite to payment.

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 Standard General Conditions; Section 00700, Subsection 10.05, *Claims*.
- 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 therefor, 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. Execute and deliver to OWNER, in form approved by the Owner, 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.

- K. 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.
- L. 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 (Volume 1 of 2) as listed in Table of Contents (Appendices and Plans) of the Contract Documents, to also include the prevailing wage rates for Public Works Contracts in Oregon.
 - 7. Drawings (Volume 2 of 2) consisting of a cover sheet and 19 design drawings with each sheet bearing the following general title: *TRI-CITY WPCP LIME STORAGE SILO ADDITION PROJECT* plus 12 additional reference drawings from the Tri-City Phase I Expansion, relative to original lime silo.
 - 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. Project Certification
 - g. 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.
 - 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. Owner-Contractor Agreement
 - 3. Addenda and/or Change Orders
 - 4. Bid Form
 - 5. Supplementary Conditions
 - 6. General Conditions
 - 7. Technical Specifications, Divisions 1 through 43 with Division 1 taking precedence over Divisions 2 through 43
 - 8. Drawings
 - 9. Bonds

Dimensions shown on the drawings or that can be computed shall take precedence over scaled dimensions. Notes on drawings shall take precedence over drawing details.

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, payment bond and 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 val-

id and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 Two Year 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 damage occur within the warranty period. The two-year warranty period required shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair. Where equipment 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 systems.
- 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 warranty 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 warranty 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 Tri-City Service District 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:

Company

Director

Address

Date

City, State, Zip

Authorized Signature

Title

Federal Tax ID Number

State of Oregon Business Registry Number

Date

END OF SECTION

SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

as PRINCIPAL, and _____

a corporation, duly authorized to do a general surety business in Oregon, as SURETY, and jointly and severally held and bound unto

the OBLIGEE herein, in the sum of _____

(dollars) (\$)

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT

WHEREAS, _____
(Contractor)

the PRINCIPAL herein, on the _____ day of _____, 2014 entered into a contract with the OBLIGEE which Contract Documents are as identified in Agreement and all as hereto attached and made a part hereof, whereby said PRINCIPAL undertakes to do all labor, furnish all plant and equipment, and furnish all material, in accordance with all the terms and conditions set forth in said contract documents; and to save harmless the OBLIGEE from any claim for damages or injury to property or persons arising by reason of said work, as set out more fully in said contract documents; and to do and perform all things in said contract documents required, in the time and manner under the terms and conditions therein set forth; and in conformity with all laws, state and national, applicable thereto.

NOW, THEREFORE, if said PRINCIPAL herein shall commencing with the date hereof and continuing for two years after the complete performance of the contract and the final acceptance of the work in the contract, save harmless the OBLIGEE, its officers and agents, from all claims therefore, or form any claim for damages or injury to property or persons arising by reason of said work; and shall, in the time and manner, and under the terms and conditions prescribed, well and faithfully do, perform, and furnish all matters and things as by them in said contract undertaken, and as by law, state and national, prescribed, then this obligation shall be void; but otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

(a) In no event shall the SURETY be liable for a greater sum than the penalty of this bond.

(b) The said SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

(c) The PRINCIPAL herein shall faithfully and truly observe and comply with the terms of the contract and shall well and truly perform all matters and things by him undertaken to be performed under said contract upon the terms proposed therein and shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical and hospital care or other needed care and attention incidental to sickness or injury to the employees of such PRINCIPAL, pursuant to the laws of this state and any contract entered into pursuant thereto or collected or deducted from the wages of said employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services, and shall do all things required of said PRINCIPAL by the laws of this state.

This bond is given and received under the authority of ORS Chapter 279, the provisions of which hereby are incorporated into this bond and made a part hereof.

Provide the following information:

Bond #: _____
Agent Contact Name: _____
Agent Address: _____
Agent Phone Number: _____

IN WITNESS WHEREOF, the parties hereto have caused this bond to be executed in one original, this ___ day of _____, 2014.

_____(SEAL)
PRINCIPAL (name)

_____(SEAL)

_____(SEAL)
By (signature)

_____(SEAL)
PRINCIPAL (printed name & title)

SURETY:

_____(SEAL)

_____(SEAL)
SURETY (signature)

_____(SEAL)
SURETY (printed name & title)

The attorney-in-fact who executes this bond in behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority.

To each executed original of this bond, there must be attached a complete set of the contract documents, as the term is defined in Section 00500 Agreement, Article 8.1.A, with all corrections, interlineations, signatures, etc., completed reproduced therein.

END OF SECTION

SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

as PRINCIPAL, and _____

a corporation, duly authorized to do a general surety business in Oregon, as SURETY, and jointly and severally held and bound unto

the OBLIGEE herein, in the sum of _____

_____ (dollars) (\$)

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT

WHEREAS, _____

(Contractor)

the PRINCIPAL herein, on the _____ day of _____, 2014 entered into a contract with the OBLIGEE which Contract Documents are as identified in the Agreement and all as hereto attached and made a part hereof, whereby said PRINCIPAL undertakes to promptly make payment for all labor, services, material, and sums due the workmen's compensation board or equivalent, the collector of internal revenue, the unemployment compensation trust fund, and the treasurer of the State of Oregon in conformity with all laws, state and national, applicable thereto.

NOW, THEREFORE, if said PRINCIPAL herein shall promptly pay all persons furnishing labor, services and material, and sums due for workmen's compensation insurance or equivalent, social security and unemployment compensation, sums due to the Department of Revenue, to him and to his subcontractor, or to their assigns, on or about said work then this obligation shall be void; but otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

(a) All materialmen, and all persons who shall supply such laborers, mechanics, or subcontractors with material, supplies or provisions for carrying on such work, shall have a direct right of action against the PRINCIPAL and SURETY on this bond, second only to the right of the OBLIGEE

under this bond, which right of action shall be asserted in proceedings instituted in the appropriate court of the State of Oregon, and insofar as permitted by the laws of Oregon, such right of action shall be asserted in a proceeding instituted in the name of the OBLIGEE to the use and benefit of the person, firm, or corporation instituting such action and of all other persons, firms, or corporations having claims hereunder, and any other person, firm or corporation having a claim hereunder shall have the right to be made a party to such proceeding (but not later than one year after the complete performance of said contract and final acceptance of the work in the contract) and to have such claim adjudicated in such action and judgment rendered thereon.

(b) In no event shall the SURETY be liable for a greater sum than the penalty of this bond.

(c) The said SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

(d) The PRINCIPAL herein shall faithfully and truly observe and comply with the terms of the contract and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for in such contract and shall not permit any lien or claim to be filed or prosecution against the OBLIGEES, on account of any labor or material furnished, and shall promptly pay all contributions or amount due the workmen's compensation board or equivalent and all contributions or amounts due the state employment compensation trust fund incurred in the performance of said contract, and shall also pay all sums of money withheld from the employees and payable to the state tax commission pursuant to ORS 316.711, and shall do all things required of said PRINCIPAL by the laws of this state.

This bond is given and received under the authority of ORS Chapter 279, the provisions of which hereby are incorporated into this bond and made a part hereof.

Provide the following information:

Bond #: _____
Agent Contact Name: _____
Agent Address: _____
Agent Phone Number: _____

IN WITNESS WHEREOF, the parties hereto have caused this bond to be executed in one original, this ___
_____ day of _____, 2014.

_____(SEAL)
PRINCIPAL (name)

_____(SEAL)

_____(SEAL)
By (signature)

_____(SEAL)
PRINCIPAL (printed name & title)

SURETY:

_____(SEAL)

_____(SEAL)
SURETY (signature)

_____(SEAL)
SURETY (printed name & title)

The attorney-in-fact who executes this bond in behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority.

To each executed original of this bond, there must be attached a complete set of the contract documents, as the term is defined in Section 00500 Agreement, Article 8.1.A, with all corrections, interlineations, signatures, etc., completed reproduced therein.

END OF SECTION

SECTION 00301

BID FORM

To: Tri-City Service District
150 Beaver Creek Road
Oregon City, Oregon 97045

Attn: Dewayne Kliewer, P.E., Project Manager

Project Title: Tri-City WPCP Lime Storage Silo Addition Project

1. BIDDER'S DECLARATION:

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER ACCEPTS:

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) consecutive calendar days after the day of Bid opening. BIDDER awarded the Project shall sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Documents within eight (8) consecutive calendar days after the date of OWNER's Notice of Award.

3. BIDDER'S REPRESENTATIONS:

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged: (List Addenda by Number and Date):

| Addenda Number | Date of Issue |
|----------------|----------------|
| <u>ONE</u> | <u>7/10/14</u> |
| <u>Two</u> | <u>7/25/14</u> |
| _____ | _____ |
| _____ | _____ |

- B. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- C. BIDDER's authorized representative having attended the mandatory pre-bid conference is hereby acknowledged
- D. BIDDER understands and is satisfied as to all Federal, State and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work. This includes BIDDER

acknowledgment that the provisions of ORS 279C and amendments thereto and regulations issued thereunder, relating to prevailing wages, benefits and other requirements are to be complied with.

- E. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (Surface, Subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction required by the Bidding Documents to be employed by BIDDER, and safety precautions and programs incident thereto.
- F. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work, at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- H. BIDDER has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Bidding Documents and the written resolution thereof by Engineer is acceptable to BIDDER, and the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- I. Where conflicts, errors, ambiguities or discrepancies have been discovered in or between the Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through interpretations of clarifications by the Engineer as described in Section 00100 – Instructions to Bidders, because of insufficient time or for any other reason, BIDDER has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a higher Bid.
- J. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- K. BIDDER agrees to comply with the provisions of ORS 279C.800 through 279C.870.
- L. Certifies that BIDDER has not discriminated against minority, women, or emerging small business enterprises, or a business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining subcontracts.
- M. Certifies that BIDDER holds current licenses that businesses or services professionals operating in this state must hold in order to bid, undertake or perform the work specified in these Contract Documents.

5. COMPLETION:

BIDDER agrees that the Work will be substantially completed and finally completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER agrees that Work associated with all defined interim milestones will be completed on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to achieve substantial completion, and make the Work finally complete and ready for final payment, and for completion of all defined interim milestones, within the Contract Times specified in the Agreement.

6. ATTACHED DOCUMENTS:

The following documents are attached to and made an integral part of this Bid. Failure to submit any of these documents shall render the bid non-responsive. Error in completing these documents may render the bid non-responsive.

- A. Required Bid Security in the amount of five (5) percent of the Bid amount in the form of a certified or bank check, or Bid Bond per Section 00310 – Bid Bond.
- B. Required BIDDER's Noncollusion Affidavit form per Section 00320.
- C. Required BIDDER's Resident/Nonresident BIDDER Status form per Section 00330.
- D. Required BIDDER's Project Certification form per Section 00335.

7. ADDITIONAL REQUIRED DOCUMENTS:

The following document shall be submitted within two (2) working hours after the time and date specified for submission of Bids and shall be made an integral part of the Bid.

- A. Required BIDDER's First-Tier Subcontractor Disclosure Form per Section 00340.
- B. Required BIDDER's Reference List for installations per Section 00100, Paragraph 2.2.

8. BIDDER CONTACT FOR COMMUNICATIONS:

BIDDER's person to contact for additional information about this Bid:

Name: PCR, Inc. Jeffrey R. Cox President
Phone and facsimile no.: 503-723-6480 503-882-7051 fax

9. DEFINED TERMS.

Terms used in this Bid have the meanings indicated in the Instructions to Bidder, the General Conditions, and the Supplementary Conditions.

10. BIDDER.

SUBMITTED on 7/31/14, 2014.

Oregon State CONTRACTOR License No. 134134.

If BIDDER is:

An Individual: N/A

By _____
(Individual's Signature)

(Printed Name)

doing business as _____

Business address: _____

Phone and facsimile no.: _____

A Partnership: N/A

By _____
(Firm name)

(General Partner's Signature)

(Printed Name)

Business address: _____

Phone and facsimile no.: _____

A Corporation:

By PCR, Inc
(Corporation name)

Oregon
(State of incorporation)

By [Signature]
(Signature of person authorized to sign)

Jeffrey R. Cox
(Printed Name)

President
(Title)

(Corporate Seal)

Attest [Signature]
(Secretary)

Business address: PO Box 630 Beavercreek OR 97004

Phone and facsimile no.: 503-723-6480 503-882-7051

- END OF SECTION -

SIGNED AND SEALED this 17th day of July, 2014.
P.C.R. INC. (SEAL) TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA (SEAL)
By: [Signature] By: Lynette G. Harris
Its: Jeffrey R. Cox, President Its: Lynette G. Harris, Attorney-in-fact
"BIDDER:" "SURETY"

If the BIDDER is operating under an assumed business name, there must also be set forth in the first paragraph of the bond the names of all the partners or the individual owning the business, and the bond must be executed by one of them.

If the BIDDER is a corporation or a Limited Liability Company, the bond must be executed by one of the officers authorized to execute bonds, showing his official title and the seal of the corporation.

The bond must be executed by an attorney-in-fact for the surety company, shown on the face thereof the Oregon agent for service, and bear the seal for the surety company. Where the bond is executed by an agent, there must be included a copy of the authority of the agent to act for the surety company at the time of the execution of the bond.

To each executed original of this bond, there must be attached a complete set of Contract Documents, with all corrections, interlineations, signatures, etc., completely reproduced therein.

-END OF SECTION-



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227058

Certificate No. 005874093

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Lynette G. Harris, Clifford W. Elling, Jennifer Miller, Melissa Van Every, and Gary Conrad-Wiggins

of the City of Portland, State of Oregon, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of April, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 17th day of April, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of July, 2014.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.

SECTION 00320

NONCOLLUSION AFFIDAVIT

State of Oregon) Contract Bid Name Tri-City WPCP Lime
County of Clackamas) ss. Storage Silo Addition

I state that I am President (Title) of PCR Inc

(Name of Firm) and that I am authorized to make this affidavit

on behalf of this firm and its owners, directors, and officers. I am the person responsible in this firm for the price(s) and the amount of this Bid.

I state that:

(1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, Bidder, or potential Bidder, except as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before Bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.

(4) The Bid of this firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.

(5) PCR, Inc (name of this firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that PCR Inc (name of this firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Tri-City Service District in awarding the contract(s) for which this Bid is submitted. I understand and this firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Tri-City Service District of the true facts relating to the submission of Bids for this contract.

[Signature]
Signature

PCR, Inc, President
Name of Company/Position

- END OF SECTION -

SECTION 00330

RESIDENT/NONRESIDENT BIDDER STATUS

Oregon law requires that the Owner, in determining the lowest responsive bidder, must add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which that bidder resides.

Consequently, each bidder must indicate whether it is a resident or nonresident bidder. A resident bidder is a bidder that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of this bid, has a business address in Oregon, and has stated in its bid whether the bidder is a "resident bidder." A "nonresident bidder" is a bidder who is not a resident bidder.

The undersigned bidder states that it is: (check one)

- 1. A resident bidder: _____
- 2. A nonresident bidder: _____

Indicate state in which bidder resides: Oregon

CONSTRUCTION CONTRACTORS REGISTRATION

Oregon law requires that all contractors must be registered with the Construction Contractors Board in order to submit a bid to do work and to do work as a contractor. The undersigned bidder states that it is now registered with the Oregon Construction Contractors Board.

Indicate the Bidder's Registration No. 1022847-0

Jefferson President
Signature

PCR, Inc
Name of Company

- END OF SECTION -

SECTION 00335

PROJECT CERTIFICATION

Prevailing Wage Certification for Public Works Contracts in Oregon

I hereby certify that the provisions of ORS 279C.800 through 279C.870, the hourly rate of wage to be paid to workmen upon public works contracts greater than \$50,000.00 shall be paid not less than prevailing wage for an hour's work in the same trade or occupation in the locality where the labor is performed..

PCR Inc
Firm Name

[Signature]
Signature of Authorized Person

7/31/14
Date

Jeffrey R. Cox, President
Print Name & Title of Authorized Person

Public Works Bond Certification

I hereby certify that the provisions of ORS 279C.836(3) requiring contractor and subcontractors to file public works bond shall be met. Upon execution of the Contract, the following named shall file with the Construction Contractors Board, a public works bond with a corporate surety authorized to do business in the state of Oregon in the amount of \$30,000.00.

PCR, Inc
Firm Name

[Signature]
Signature of Authorized Person

7/31/14
Date

Jeffrey R. Cox, President
Print Name & Title of Authorized Person

Contractor's License Certification

I hereby certify that under the provisions of ORS 701, PCR, Inc is
Firm Name
licensed with the Construction Contractors Board, license number 134134

[Signature]
Signature of Authorized Person

7/31/14
Date

Jeffrey R. Cox, President
Print Name & Title of Authorized Person

END OF SECTION

PCR Inc Notable Projects

For more details see our website at www.pcr-inc.net which includes pictures for many of the following projects

October 2013 – Contracted with ODOT State Radio Project for the Buxton Mountain radio site. This was a new tower site from the ground up. 120 foot lattice tower with 140 cy concrete foundation, precast concrete equipment shelter on a cast in place foundation, 2 – 1000 gallon propane tanks and piping to new generator, electrical and grounding, fence and other items. Contract price \$270,000

Contact Jim Crawford, Site project manager, (360) 901-3194

September 2013 – Contracted with ODOT State Radio Project for the Juniper Mountain site upgrades project. We installed a new generator building, propane tanks and piping for generator, grounding and electrical upgrades. Contract price \$122,460

Shawn Hankins, ODOT Project Manager (503) 934-2004

April 2013 – Contracted with ODOT for HCRH (Historic Columbia River Highway) Guardrail Replacement Project. The scope includes remove and replace guardrail section along 7 different locations on the highway in a 5 mile section, also encompasses handling hazardous material, complicated underground utilities, erosion control, and traffic control issues. Contract Price \$693,000

Mark Beeson, ODOT, Project Manager (503)618-6766

March 2013 – Contracted with Clackamas 800 Radio Group (C800) for the design build tower located on Mt. Hood above Timberline Lodge. The scope includes the design build self-supported 120' with concrete foundation; two story prefabricated concrete building on a concrete foundation, radio equipment & generator for extreme conditions. Contract Price \$850,000

Contact John Hartsock, Project Manager (503) 780-4806

February 2013 – Contracted with ODOT for the US26: VMS 185th to Cornell / Sherwood / I-84 at 223rd Project. The scope includes traffic control plans for work on major highways, removal of current signage, site prep, foundations for new sign structures, electrical & electrical appurtenances (varies between sites), and new signage at 8 locations in Washington and Multnomah Counties. Contract Price \$960,000

Contact Don Bergman, ODOT PM (503)731-3244

PCR Inc Notable Projects

November 2012 – Contracted with ODOT’s State Radio Project division for the installation of the Wilson River Communications Facility. This involved a new 100 foot tower, new concrete equipment shelter, generator, propane tanks & piping, fenced compound, removal of old tower, and modification of existing equipment shelter. Contract Price \$254,000

Contact Jim Crawford, Site project manager, (360) 901-3194

Sept 2012 – Contracted with the Bureau of Land Management for the Thomas Creek Slide Repair. This was a section of BLM road near Lyons OR that failed. The major portions of work entailed: 1100 cy’s excavation, 3000 cy’s rock embankment with drainage facilities, and base course repair. The slide was to the downhill side of the road and access was very difficult. Contract Price 178,500

Contact Brandon Burton, COR (503)375-5693

July 2012 – Contract with City of Troutdale for the construction of College Nature Park Trail Improvements. The scope includes half street improvements with sidewalks, parking, and swale installation. Also includes trail development with gravel paths for nature park, plaza, and retaining walls. Multiple agency involvement. Contract Price \$450,000.

Contact John Bushard, City of Troutdale (503)674-7240

May 2012 – Contract with the City of Medford for the relocation project of the Capital Ave Tower. The scope includes disassemble of a 120’ tower to move to a different location. New location was graded with new foundation prepared to receive tower. Contract Price \$114,000

Contact Rod George, City of Medford, Project Manager (541)774-2280

October 2011 – Contract with US Forest Service for construction of Sandy River Delta Phase II. The scope includes upgrading an existing parking area from gravel to asphalt paved. Also includes exposed aggregate sidewalks, camas gray basalt stone masonry curbing and walls, gravel walking paths & picnic area, new heavy wood framed kiosk and dumpster enclosure, signage, and striping. Contract Price \$505,000.

Contact Brian Marrs, USFS COR (503)668-1790 (See reference letter)

PCR Inc Notable Projects

October 2011 – Contract with Clackamas County for construction of Hawthorne Park. The scope includes clear and excavate for new park. Install path ways in cobble, gravel and concrete, install all park equipment, and landscaping. Contract Price \$255,000

Contact Ken Itel, Clackamas County, PM (503)742-4324

September, 2011 - Contract with Oregon Department of Transportation for OR 219 @ Everest (Newberg, OR) Pedestrian Crossing. The scope includes installation of concrete island, solar powered flashing beacons, curb, sidewalk, handicap ramp, striping, storm sewer with multiple catch basins, and signage. Contract Price \$116,898

Contact Krag Kanoff, ODOT PI (503)510-4286

September, 2011 - Contract with City of Lake Oswego for the construction of Foothills Elevated Pipeline Seismic Upgrade. The scope includes installation of both micro-piling and ground anchors with concrete foundations, tied to steel framed bracing that connects to an elevated sewer line for earthquake resistance. Contract Price \$722,000

Contact Jerome Duletzke, CM Caldwell & Brown (503)545-4679(See **Reference Letter**)

September, 2011 - Contract with Bureau of Land Management for the construction of Sandy Ridge Trailhead Parking Area. The scope includes clearing 2 acres of large timber, excavation of approximately 1,800 cy, placing compacting and grading 5,000 tons of aggregate, paving, striping and other amenities. Contract Price \$310,000

Contact Brandon Burton, COR (503)375-5693

August, 2011- Contract with City of Gresham Red Sunset Park Detention Project scope includes constructing a 570' earthen berm with reinforced concrete core (approx 100cy) for winter flooding detention pond. Also included in scope is landscaping. Contract Price \$62,175

Contact Robert M. Stahle, PE, Dept of Environmental Services (503)618-2621

August, 2011 - Contract with Oregon Department of Transportation for the construction of US Highway 101 Slide Repair at MP Z47, scope includes horizontally drilled drainage system to alleviate water causing an unstable slope. Also included is erosion & traffic control. Contract Price \$88,810

Contact Chris Suits, APM or Paul Christianson, PM (503)325-4732

PCR Inc Notable Projects

July, 2011 - Contract with City of Ridgefield for 2011 Storm-water Facility Rehabilitation scope includes of removal of sediment and vegetation from three storm water detention ponds. Also included in scope were place and spread new topsoil and reseeded. Contract Price \$77,363

Contact Steven Wall, PE, Public Works Director (360)857-5023

March, 2011 - Contract with Oregon Department of Transportation for the construction of Solar Navigation Lights on the Astoria-Megler Bridge on Highway 101. The scope includes: Installation of solar powered navigation lights and aviation beacons in 13 locations on the bridge, also includes minor structural steel modifications to allow the installation of the above listed work. Contract Price \$763,000.

Contact Chris Suits, APM or Paul Christianson, PM (503)325-4732

February, 2011 - Contracted with Oregon Dept of Military for the construction of a 60' Radar Tower with a 12 KW radar. The scope includes: remove and replace old tower with new design and equipment. Contract Price \$74,000

Contact Scott Mansfield, OMD (503)584-3511(See Reference Letter)

October, 2010 - Contracted with Columbia County Road Dept for the construction of Elk Creek Bridge installation. Scope included: Rip Rap slope protection, road restoration, concrete bridge abutments, setting of precast bridge panels. Contract Price \$82,000

Contact Glen Crinklaw, Columbia County (503) 397-5090(See Reference Letter)

September, 2010 - Contracted with Bonneville Power Administration for Roundup – LaGrande No. 1 ~ 230Kv Transmission Line Steel Pole Installation. The scope included the installation of 5 steel transmission poles using drilled shaft footings. Contract Price: \$84,000

Contact Kathleen Hinick, BPA (360)418-2417

August, 2010 - Contracted with Columbia County Public Works Dept for Mollenhour Creek Culvert Replacement. Scope includes: Re-route / Dewater creek, form & pour concrete footings, install 3 piece 12 foot diameter arch culvert 100' long, restored roadway with 3,600 cubic yards of backfill material, stream bed enhancement inside culvert, and rip rap slope protection. Contract Price: \$87,965

PCR Inc Notable Projects

Contact Glen Crinklaw, Columbia County (503) 397-5090(See Reference Letter)

July, 2010 - Contracted with Clean Water Services for Banks Pump Station Improvement. A negotiated job where they chose our firm due to past work performance quality, timely completion, and fair pricing. The scope includes: sewage by-pass piping for the main pump station in Banks, OR.

Contact CJ Baxter, Clean Water Services (503) 467-8483 or 547-8016

July, 2010 - After successful completion at Enid Rd, EWEB sent an exclusive bid invite where PCR, Inc was low bidder. The project was called Bethel Rd Substation Improvements and the scope included the following: Concrete transformer pads and various footings, conduit runs, and grounding. Contract Price \$41,000

Contact Rod Price, PM / CA, EWEB (541)685-7350 (See Reference Letter)

June, 2010 - Contracted with US Forest Service for the Pine Creek Work Center Water System Upgrade Project. The scope includes: Re-plumbing two 24,000 gallon water storage tanks, upgrade existing well, new concrete foundation under existing well house, installation of fire hydrants and new valves, new controls and remote monitoring equipment, with other miscellaneous improvements. Contract Price: \$318,850.

Contact Katie Kaufman, PE, COR, US Forest Service (360)891-5163(See Reference Letter)

May, 2010 - Contracted with Eugene Water and Electric Board for the installation of 14 transmission poles of Enid Road in Eugene, OR. The scope also included: driveways and culvert work along with additional guy poles. Contract Price: \$168,000

Contact Alan Bias, PE, EWEB (541)685-7484

Contact Rod Price, PM / CA, EWEB (541)685-7350 (See Reference Letter)

2009 & 2010 – Several small repairs to existing pump stations for Clean Water Services. These were negotiated jobs they chose our firm due to past work performance quality, timely completion, and fair pricing.

Contact CJ Baxter, Clean Water Services (503) 467-8483 or 547-8016

PCR Inc Notable Projects

December, 2009 – Contracted with ODOT administered by Washington County for School Zone Flashers Project. The scope includes: Installation 32 solar powered school zone flashing signs located throughout Washington County. Contract Price \$198,864

Contact Dan Erpenbach, WA County PM (503)846-7877 **(See Reference Letter)**

Fall / Winter 2009-2010 – Contracted with ODOT for 2007 ITS Urban Corridor Section Project. The scope includes: Construction of 10 new Variable Message Signs (VMS) with drilled shaft concrete foundations located throughout Multnomah County. Total Contact Price \$691,700.00

Contact Steve Smith, ODOT Sr Inspector (503)702-9080
Contact Farshad Yazdidoust, ODOT (503)793-7957

August, 2009 – Contracted with the Oregon Department of Aviation for the construction of a new Automated Weather System (AWOS) in Joseph Oregon. Total contract price \$254,700.00

Contact Erik Huffman at Century West Engineering (541) 322-8962 **(See Reference Letter)**

July, 2009 - Contracted with the Port of Hood River for Ken Jernsted Airport Crack Sealing, Wind cone Construction, and AWOS Modification Project. The scope includes: Apron Crack Sealing & A/C Patching, Demo of existing lighted wind cone, construction of new wind cone, and extension of anemometer on existing AWOS tower. Total contract price \$166,780.00

Contact Mike Doke, Port of Hood River (541) 386-1645
Contact Erik Huffman at Century West Engineering (541) 322-8962 **(See Reference Letter)**

October, 2008 - Contract with Oregon Military Department for construction of Camp Rilea Rappel Tower. The scope includes: the design and build of a 75 foot tall rappel tower. The tower needed to be capable of sustaining 36 people in gear weighing a total of 300 pounds at the 60 foot rappel level in 100 mph winds. We designed and built a four legged steel rappel tower with a 5 flight stair system and a metal roof. The foundation consisted of a 110 cubic yard slab on grade. Other amenities were the 3,600 square foot concrete landing area that was covered with rubber surfacing and the 12 “fast rope” stations. Total contract price \$476,200.

Contact Dan Oldham, OMD Camp Rilea (503)861-4179

PCR Inc Notable Projects

October, 2008 - Contract with City of Salem for Skyline Communications Tower. The scope includes: installation of 8' diameter by 30' deep drilled shaft foundation located next to existing structure, design and install of a 120' monopole communications tower camouflaged with 174 fiberglass fir branched, 25 kw generator & equipment, installation of antennae with cable, and 2,770 lf of road restoration. Total contract price \$285,311.

Contact Howard Biskie, City of Salem (503)589-2183 **(See Reference Letter)**

September, 2008 - Contracted with Clean Water Service for Pleasant View Pump Station. The scope included: New valves, pumps, and controls. Total contract price \$76,300.

Contact Tim Rondeau, Clean Water Services (503) 547-8186

June, 2008 - Contracted with the City of Canby for the park improvement at Legacy Park. The scope of work includes: Brick paving, concrete walkways, drinking fountain, irrigation, pedestrian bridge and site furnishings. Total contract price was \$244,000.

Contact Jeff Schnyder @ City of Canby (503)266-4021 ext 232

April, 2008 - Contracted with the Oregon Department of Corrections for a 100 foot lattice communications tower and a building foundation at their Coffee Creek facility. The total contract price was \$73,000.

Contact Wayne Siver, Dept. of Corrections (503) 580-6304

March, 2008 - Contracted with the City of Columbia City for the addition and remodel of the city maintenance shop. This included a new 40 by 60 pole barn added to the existing shop and then both structures received new wood siding and new metal roofing. The total contract price was \$49,500.

Contact Leahnette Rivers @ City of Columbia City (503) 366-0454
(See Reference Letter)

Contact Alex Bargmeyer @ MSA, Project Engineer (503) 225-9010

PCR Inc Notable Projects

October, 2007 - Contracted with the City of Columbia City for phase two of their water system improvements. This consisted of a new 900 square foot CMU well house with framed roof system and metal roof. It also included a 25 hp well pump, controls, piping, chemical injection system, 1500 feet of 8" water line, 500 feet of directionally drilled water line some under highway 30, and 50 feet of horizontally bored water line under a rail road track. The total contract price was \$711,000.

Contact Alex Bargmeyer @ MSA, Project Engineer (503) 225-9010
Contact Leahnette Rivers @ City of Columbia City (503) 366-0454
(See Reference Letter)

September, 2007 - Contracted with Clackamas County for the Grunlund Road Slide Repair. This consisted of 1000 cy's excavation and structural backfill of an equal amount on a very steep slope, grading, and HMAC replacement. This project had a tight time frame and was completed in 5 working days. Total contract price was \$63,000.

Contact Bill Garity, Project Engineer (503) 780-4211 **(See Reference Letter)**

June, 2007 - Contracted with the City of Portland for the construction of Patton Square Park. This consisted of excavation, structural concrete, concrete flat work, masonry, electrical, landscaping, and installation of benches, play toys, drinking fountain, picnic tables and other amenities. The total contract amount was \$563,000.

Contact George Lozovoy, Project Manager (503) 823-5595 **(See Reference Letter)**

September, 2006 - Contracted with Washington County for the installation of underground power into three remote 911 tower sites. One of the power runs was 15,300 feet long and required vaults and transformers. The total contact amount was \$286,200.

Contact John Hartsock, Project Manager (503) 780-4806

June, 2006 - Contracted with ODOT for the Oneonta Gorge Parking project. Consisted of the restoration of a historic highway tunnel on the old section of highway 30 plus other minor amenities. Contract amount \$1,099,000.

Contact Adam Markell, ODOT Project Manager, (503) 667-8834

PCR Inc Notable Projects

May, 2006 - Contracted with Clackamas County for the Clackamas River Drive Slide Repair project. This project consisted of 4000 cy's of excavation with reggrading and rip rap to eliminate the slide hazard above the existing road and river. The work was done on an extremely steep slope. Total contract amount \$84,180.

Contact Bill Garity, Project Manager (503) 780-4211

November, 2005 - Contacted with the Oregon Department of Transportation for the installation of two variable message signs. One sign along highway 97 near Diamond Lake Junction and the other on highway 97 in Madras. The original contract was for \$329,000 but a new sign was negotiated adding \$114,000 to the contact amount.

Contact Pat Cimmiyotti, Project Manager (541) 296-2800

October 2005 to October 2006 - Contracted with Cowlitz County for the design and construction of 5 communication facilities for their 911 system. Each facility included a generator, 150 to 190 foot tower, communications building, and other amenities. Total contract amount \$1,055,000.

Contact John Hartsock, Project Manager (503) 780-4806

September, 2005 - Contracted with the Federal Highway Administration for the development of the Tualatin Trails and Wildlife Viewing Park. This project consisted of work within a very sensitive wild life refuge. We provided approximately two miles of gravel pedestrian walking trails, a steel and concrete fishing platform that is cantilevered over the Tualatin River, a 3000 square foot steel and concrete "observation deck" that is above the wetlands resting on micro piling, two 80 foot pedestrian bridges, hand railing, automatic gates, benches, and other amenities. Total contract amount \$1,065,000.

Contact Ron Jones, Project Engineer, Retired (360) 619-7700

Contact Kim Strassburg @ Tualatin Wildlife (US F&WS) (503)625-5944

September, 2005 - Contacted with Ducks Unlimited for the mitigation and restoration of the Oleson property. This included several thousand cubic yards of excavation and shaping of the property to turn it into wetlands. It also included the construction of a concrete weir facility to control the flow of water. Total contract amount \$140,000.

PCR Inc Notable Projects

Contact Jason Vickery, PE, Project Manager (360) 885-2011

June 2005 to May 2007 - Contracted with Washington County for the design and construction of 8 communication facilities for their 911 system. Each facility included at least one generator, 150 to 200 foot tower, communications building, and other amenities. These sites were remote and many required extensive clearing. Some sites required extensive road building and restoration. In addition, some sites needed lengthy power runs to be brought to the site. One site required a 18 x 25 building with metal roof for house two alternating generators due to its location. Total contract amount \$1,617,900.

Contact John Hartsock, Project Manager (503) 780-4806

January, 2005 - Negotiated with Oregon City Parks and Recreation to provide a site clean up on one of their properties. We screened and crushed approximately 30,000 cubic yards of mixed materials (rock, dirt, debris). The end result was approximately 10,000 cubic yards of crushed rock, 20,000 cubic yards of screened soil and the site looked much better.. Total project was approximately \$75,000.

Contact Larry Potter, Project Manager, Oregon City Parks & Cemetery (503) 657-8299 (See Reference Letter)

October, 2004 - Contracted with the U.S. Forest Service for a new pump house and well modifications for the facility supplying Multnomah Falls Lodge. This project included a new 500 square foot CMU well house with metal roof, 15 hp pump motor, underground piping and control piping in building, pump controls, chlorination equipment and other items for a complete new control facility. The total contract for this was \$165,000.00.

Contact Donna Wians, COR, USFS (503) 808-2526 (See Reference Letter)

June, 2004 - Contracted with Oregon City Parks and Recreation for the development of Clackamas River Trail and Street Improvements. This project consisted of developing an old dump site into a ¼ mile long by twelve foot wide paved bicycle trail with landscaping and appurtenances. It also included a half mile of roadway widening. The proposed trail elevation was significantly lower than the existing grade thus we excavated and piled onsite over 24,000 cubic yards of material. Also as part of this project we removed an in-water, partially submerged barge / dock. This required us to work within the U.S. Army Corps of Engineers permit requirements for the removal of approximately 600 cubic yards of debris from the Clackamas River Cove. The total contract amount was \$394,000.00.

Contact Larry Potter, Project Manager, Oregon City Parks & Cemetery (503) 657-

PCR Inc Notable Projects

8299 (See Reference Letter)

May, 2004 - Contracted with the City of Tigard for the Fanno Creek stream bank stabilization project. This entailed new sheet piling with tie back system, hand railing, AC paving, and stream plantings. The contract total amount: \$38,000.

Contact Vannie Nguyen, Project Engineer, City of Tigard (503) 639-4171

April, 2004 - Contracted with Oregon Department of Transportation and the City of Portland for Madrona Park. This project entailed demo and excavation of an existing sidewalk, replacement of walks and restriping of the existing roadway. Total contract amount: \$70,000.

Contact Chon Wong, City of Portland at (503) 823-7050

August, 2003 - Approved contractor for American Tower Corporation. We have provided site work and concrete work for many tower sites in both Oregon and Washington.

Contact Kevin Arnold, Project manager, American Tower Corp 503-330-4943

August, 2003 - Contracted with Clean Water Services for the upgrades to the existing Enschede pump station. This entails new pumps, controls and piping to be installed while the service is temporarily bypassed. Also we are to install: a new generator, raise the existing vault above the flood plain, new water service, repave the area, fencing and landscape restoration. The total contract amount : \$232,000.

Contact Tim Rondeau of CWS at (503) 547-8186 or (503) 329-1777

July, 2003 - Contracted with the Port of Hood River for a new AWOS system at their airport. This entailed 4,200 feet of underground electrical conduit, a fenced in gravel area with two concrete foundations, a 35 foot tower, installation and start up of the new weather equipment. The total contract amount: \$110,000.

Contact Joe Roshak at Century West Engineering (541)-322-8962

PCR Inc Notable Projects

August, 2002 - Contacted with the U.S. Fish and Wildlife for the Dennis Property / Tualatin River Bank Restoration project. This was a negotiated contract. The USFW was happy with the work we did for them and the Bureau of Reclamation the previous summer, and asked us to do this work for them. It entailed 700 linear feet of 13 foot deep trench drain, 1800 tons of class 200 rip rap and other minor work to keep the Tualatin River bank from further eroding. Final contract amount was \$169,000.

Contact Nick Haluschak, PE., U.S. Fish and Wildlife, 503-231-2097
Or Chris Lapp or Kim Strassburg @ Tualatin Refuge, (503) 625-5944

July, 2002 - Contracted with Oregon Department of Transportation / City of Portland for the construction of a 3.2 mile section of the Springwater bicycle trail through the Sellwood district of SE Portland. This project included site excavation, grading, paving, concrete curbs and flat work, retaining walls, landscaping, misc. site furnishings, hand railing, safety railing, bollards, and more. The final contract amount: \$749,000.

Contact Dave Gray, Parks & Recreation, City of Portland, 503-823-5766

December 2001 to April 2002 - Contracted with the City of Salem for the Lowen Street Site improvements. This contract entailed a partial design / build of two radio equipment buildings, one in West Salem and one in Keizer. Also included is the installation of a twenty foot tower section mounted to the top of an existing water tank. The total contract amount was \$283,000.

Contact Dave Emmons, City of Salem at 503-589-2171 (**See Reference Letter**)

August, 2001 - Contracted with the Bureau of Reclamation for the Morand Property Wetland Development. This project entailed 1500 cubic yards of onsite excavation and embankment, new concrete head gate structures and valves, 30 inch diameter piping, rip rap slope protection, 1500 linear feet of gravel road, grading of wetland, seeding and clean up. Total contract amount \$73,000.

Contact John Farver, Project Inspector, BOR, (509) 575-5946
Or Chris Lapp or Kim Strassburg @ Tualatin Refuge, (503) 625-5944

PCR Inc Notable Projects

August, 2001 - Contracted with Portland Public Schools for a project at Ainsworth Elementary. This was a small project they asked me to give them a quote on. It was for 400 feet of difficult trench excavation for a new fiber optics line. The trench was through an environmentally sensitive area and took a significant amount of clean up and attention. The total contract amount: \$10,500.

Contact John McCormick, Project Manager, Portland Public Schools at (503) 916-2000 Or Gordon Lee, Architect at (503) 224-0173

July, 2001 - Contracted with Tri-Met for a project at Merlo Bus Yard. The project entailed the removal and replacement of approximately 5000 square feet of thirteen inch thick concrete plus 20,000 linear feet of joint sealing. The contract amount: \$211,000.

Contact Dan Sosnovski, Project Engineer, Tri-Met at (503) 962-2127

May, 2001 - Contracted with Portland Public Schools for the Roosevelt High School I.T. and ADA ramp upgrades project. This project included the removal and replacement of two large handicap ramps, new sidewalks, new ACP trail, conduit and fiber optic installation, and the remodel of an existing bathroom. The total contract amount for this project was \$212,500.

Contact John McCormick, Project Manager, Portland Public Schools at (503) 916-2000 or Gordon Lee, Architect at (503) 224-0173

October, 2000 - We contracted with the Oregon Department of Transportation for the installation of two variable message signs with drilled pier concrete foundations at the Rose Quarter in Portland. This project required approximately ten weeks of onsite concrete and conduit installation work which was completed in December of 2000. Installation of the signs took place in February of 2001. The total contract amount is for \$237,600.00.

Contact Mark Beeson, Project Manager, ODOT at (503) 667-8834

September, 2000 - We contracted with the United States Postal Service for the coating of a loading dock in Salem, Oregon. This contract consisted of coating a 10,000 square foot concrete loading dock with an epoxy floor coating system. Also included was the replacement of 300 linear feet of wood bumper with a steel floor mounted angle. This work was could only be done during irregular hours due to the sensitive nature of

PCR Inc Notable Projects

the Post Offices delivery schedule. The total contract amount was for \$63,500.00.

Contact Brian Cao, Contracting Officers Representative at (253) 874-7291.

August, 2000 - We worked as a subcontractor for the site work, concrete work and carpentry work for the onsite installation of a semi prefabricated composting restroom located at Mt St. Helens. The restroom was a two level building that was pre-cast in Arizona and arrived on several trucks. The basement consisted of a concrete slab with four concrete walls. They were craned into place, resting on the poured in place foundation and then welded together. The upper area was a concrete floor slab with a wood two stall restrooms. This was set on the basement walls with a crane and welded to the previously set basement. After this was set, we sealed the walls in the basement, installed two large fiberglass composting units with a drain field, extended the cedar lap siding to within six inches of the ground, and other carpentry work. There was also additional drain piping, backfill and grading associated with the work. The total contract amount was for \$52,200.00. The work was for the Gifford Pinchot Forest Service.

Contact Ben Scott, Contracting Officers Representative, Gifford Pinchot National Forest at (509) 427-3234 or Gary Stucky with Walcon Inc at 1888-925-2660

May 2000 - We also contracted with the Port of Portland for the South cargo building east loading dock equipment replacement. This project included the removal and replacement of six new dock levelers and one scissors lift. Also included was some miscellaneous demolition, new bollards and removal and replacement of embedded steel bumpers with concrete patching. This contract took quite a bit of coordination since the existing lifts were being used and could only be shut down for a few hours for their replacement. The total contract amount for this project was \$82,000.

Contact Shahram Rohani, Port of Portland Engineer / Inspector III, at (503) 944-7336 as a point of reference.

January, 2000 - PCR Inc contracted with the Port of Portland for a restroom facility that could be easily relocated. The contract was for the design and installation of a double occupancy concrete restroom with all utilities able to be relocated. This project took several weeks to design. The Port had a good idea of what they wanted but was not exactly sure what was available. Together we designed a concrete structure that met ADA requirements and all applicable codes, and was able to be relocated as many times as necessary with minimal difficulties. The contract amount for this project was for \$110,000.

Contact Gary Gum, Port of Portland Contracts Manager, at (503) 460-4185 or Walt Haynes, PE. at (503) 944-7343 as a point of reference

PCR Inc Notable Projects

November, 1999 - PCR provided a 140 foot lattice communication tower, with foundation and antennas to Marion County. This project was delayed into winter, waiting for the owner to secure permits. This made it more difficult since the steel tower tends to become very slick when it is wet and windy. PCR managed to complete it within budget, with over 45 days left in the contract. The contract amount for this project is \$58,000.

Contact Virgil Hamm, Marion County Radio Shop Superintendent, at (503) 588-5304 for more information.



United States
Department of
Agriculture

Forest
Service

Northwest Contracting
Area (NWCA)

Mt. Hood National Forest
16400 Champion Way
Sandy, OR 97055

File Code: 6320

Date: September 12, 2012

Subject: Contract No. AG-046W-C-11-0032,
Sandy River Delta Phase II,
Columbia River Gorge National Scenic Area,
Final Acceptance

To: P.C.R. Inc
PO Box 630
Beaver Creek, OR 97004

This letter is your notice of final acceptance of all work required by this contract. Final inspection established completion and acceptance on July 11, 2012. The total value of the completed contract is \$505,492.85. The final payment in the amount of \$72,344.77 has been processed and you should expect to receive your payment around September 10, 2012.

Your cooperation in completing this project in a satisfactory and timely manner is appreciated.

A copy of this letter has been sent to your bonding company. Your payment and performance bonds for this project will be released one year from the date of acceptance.

Geoffrey Diehl
Contracting Officer

cc: COR Brian Marrs
Travelers Casualty and Surety Company of America
4000 Kruse Way Place, Bldg. 1, Suite 265
Lake Oswego, OR 97035
Contract Folder





United States
Department of
Agriculture

Forest
Service

Mt. Hood NF
Headquarters

16400 Champlon Way
Sandy, OR. 97055
Tel (503) 668-1790
FAX (503) 668-1763

Date: December 3, 2012

Subject: P.C.R. Inc.
P.O. Box 630
Beavercreek, Or. 97004-0630

To: Whom it may concern

I work for the Mt. Hood National Forest in Sandy Oregon. In my position as a contracting officer's representative I administer construction contracts. I have had the opportunity to work with P.C.R. on a complicated project located in the Columbia River Gorge National Scenic Area and project was completed with excellent results.

As a company they are very professional, punctual, and have outstanding communication skills. These qualities are shared by the people that they hire to represent them. They arrive on the project already experienced with the type of work to be done and familiar with the contract requirements.

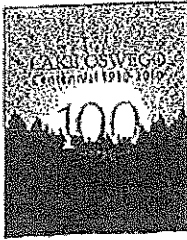
I would highly recommend this company to anyone looking for a quality contractor who will put forth the same effort on a simple small project that they will on a large complex one. I look forward to having the opportunity to work with them again in the future.

Please feel free to contact me with any questions about this contractor or any aspects of their work.

Brian Marrs

Brian Marrs
Project Development Engineer
Mt. Hood N.F.
Columbia River Gorge N.S.A.
Sandy, OR. 97055
(503)668-1790





CITY OF LAKE OSWEGO
INTERCEPTOR SEWER GROUP

4101 Kruse Way
PO Box 369
Lake Oswego, OR 97034
503-635-0270
www.ci.oswego.or.us

August 3, 2012

To Whom It May Concern:

RE: Foothills Elevated Pipeline Seismic Upgrade Project, Work Order 020

PCR, Inc., of Beavercreek, Oregon, was the prime contractor for the City of Lake Oswego's Foothills Elevated Pipeline Seismic Upgrade Project. After a competitive bidding process, wherein PCR, Inc. was the successful bidder, the project construction began in October of 2011. PCR, Inc. performed the work in conformance with the contract, within the allotted time, and within the allotted budget. The constructed project meets the expectations of both the City and the City's design consultant and construction management team.

The project involved upgrading the City's gravity flow Elevated Wastewater Conveyance Pipeline in the Foothills Road Neighborhood to meet seismic loading criteria. New steel framing and bracing were installed between existing support columns, new foundations including ground anchors and micropiles were placed, and new connections to the existing pipe structure were installed. The original pipeline was constructed of Concrete Cylinder Pipe. The pipeline is located entirely upon private properties, but within City easements. Consequently, execution of the work required considerable coordination with local property and business owners. PCR, Inc. representative did an outstanding job with this coordination, which was greatly appreciated by the subject property and business owners, as well as the City.

Should the opportunity present itself again, we would look forward to working with PCR, Inc. on any similar projects. If you have any questions, you may reach me by phone at 503-635-0273 or by email at pmcdougal@ci.oswego.or.us.

Sincerely,

Pat McDougal, P.E.
Senior Associate Engineer

/pm

c: Mr. Jeff Cox, President
PCR, Inc.
PO Box 630
Beavercreek, OR 97004

\\PAT_ANS\p\to Example\PCR Inc Recommendation for 0803 2012.doc



Jack Hoffman, Mayor ■ Jeff Gudman, Councilor ■ Donna Jordan, Councilor
Mike Kehoe, Councilor ■ Sally Moncrieff, Councilor ■ Mary Olson, Councilor ■ Bill Tierney, Councilor



Forest
Service

Gifford Pinchot
National Forest

10600 NE 51st Circle
Vancouver, WA 98682
Office: (360) 891-5001
FAX: (360) 891-5045
TTY: (360) 891-5003

Date: May 1, 2012

Subject: PCR letter of recommendation

To: Jeff Cox, President

Starting in June 2010, PCR performed a construction contract for the Gifford Pinchot National Forest which included plumbing and valve installation to convert two water tanks for independent operation, installation of a pressure transducer well pump control system, reconstruction work at a well house and miscellaneous work on the water distribution system.

This work was satisfactorily performed during contract time under the provisions of the contract while remaining within budget.

Sincerely,

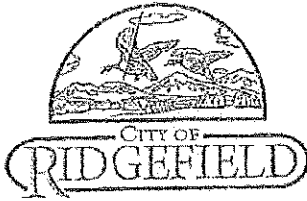
Katie Kaufman, P.E.
Forest Facilities and Environmental Engineer
Gifford Pinchot National Forest



America's Working Forests - Caring Every Day in Every Way

Printed on Recycled Paper





Ronald Onslow, Mayor
Sandra Day, Councilmember
John Main, Councilmember
Donald Stose, Councilmember
David Taylor, Councilmember
Lee Wells, Councilmember
Darren Wertz, Councilmember

January 14, 2013

Mr. Jeffrey R Cox
PCR Inc.
PO Box 630
Beavercreek, OR 97004

**SUBJECT: Notice of Project Completion, City of Ridgefield Project No. C2011-015
2011 Stormwater Facility Rehabilitation Project**

Dear Mr. Cox:

As you are aware, all physical construction improvements associated with the City of Ridgefield's (City's) 2011 Stormwater Facility Rehabilitation project have been completed. Please consider this correspondence as final acceptance by the City retroactive to November 5, 2012. The City's Finance Division has begun the project close-out process and will work diligently with your office to ensure the City receives all remaining paperwork to release the project retainage.

Please do not hesitate to contact me at (360) 887-8251 should you have any questions in this regard. I appreciate your efforts and those of the rest of the PCR Inc. team on this project and your willingness to work through the timing and weather issues that made this project more difficult!

Sincerely,
The City of Ridgefield

Steven R. Wall, P.E.
Public Works Director

SRW:kj

cc: Finance Division Files



CITY OF GRESHAM

Department of Environmental Services
1333 N.W. Eastman Parkway
Gresham, OR 97030-3813
(503) 618-2525
TTY (Hearing/Speech Impaired) - (503) 661-3942
FAX (503) 661-5927
www.ci.gresham.or.us

February 24th, 2012

Steve Fancher
Director

Transportation &
Development Services
Division
John Dost
Deputy Director

Office of Community
Relations
Tom Discol
Manager

Parks & Recreation
Division
Ulrich Stahl
Interim Manager

Stormwater Division
Jennifer DeWisp-Whitman
Manager

Wastewater Services Division
Paul Eckley
Interim Manager

Water Division
Ulrich Stahl
Manager

Recycling & Solid Waste
Program
Dan Oles
Manager

To Whom It May Concern

Re: Red Sunset Park Detention Improvements

In the fall of 2011, PCR Inc. completed the Red Sunset Park Detention Improvements project for the City of Gresham. This project had been partially completed earlier that year by another contractor but was not finished. Because of this, the City of Gresham needed to bring in another contractor and have the project finished before the arrival of the fall rains. Through a competitive bid, PCR, Inc. was awarded the project.

Should the opportunity present itself, we would be happy to work with PCR, Inc. on another project. If you have any questions, feel free to contact me at (503) 618-2621.

Sincerely,

Robert M. Stahl
Engineering Technician IV
Red Sunset Park Detention Improvements Project Manager



OREGON MILITARY DEPARTMENT
HEADQUARTERS, OREGON NATIONAL GUARD
OFFICE OF THE ADJUTANT GENERAL
1776 MILITIA WAY
P.O. BOX 14360
SALEM, OREGON 97309-6047

April 20th, 2011

To: PCR, Inc.

Subject: Camp Riley Radar And Communications Tower Project

From: Scott Mansfield, Project Manager, OMD

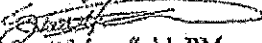
Jeff,

I would like to take this time to say THANK YOU for a job well done! It has been a real joy to work with your entire team. Your attention to detail and professional approach on this project made my job very easy as the project manager. PCR, Inc. is at the top of my list for having the ability to provide what the contract asked for and to go the extra mile to ensure the project was completed on time and within budget.

It has been a pleasure working with your team and tell Karen thanks for keeping us all in the loop and staying on top of the mountains of paper work required on these types of contracts.

I look forward to working with you in the future.

Thank you


Scott Mansfield, PM
OMD



Columbia County Road Department
1054 Oregon Street, St. Helens, OR 97051

Glen Crinklaw, Asst. Public Works Director

Ph: (503) 397-5090 Fax: (503) 397-7215
e-mail: Glen.Crinklaw@co.columbia.or.us

October 6, 2010

Mr. Jeff Cox
PCR, Inc.
P.O. Box 630
Beavercreek, OR 97004

RE: Mollenhour Creek Arch Culvert Installation

Dear Jeff:

I want to express my appreciation to you and your crew at PCR, Inc. for the exceptional work that was performed for Columbia County. This contracted work project turned out to be the easiest one that I have managed in over 20 years of public project contract management. There is nothing more satisfying in contract management than seeing all key criteria met on a project:

- Within budget,
- On time, and
- Built to specifications

PCR, Inc. delivered the project well within the project budget that I had to work with and completed the specified work ahead of schedule. Most importantly, you and your crew identified areas in the project specifications that were less than ideal and made suggestions for improving the quality of the installation. This sincere interest in delivering as good a product as possible is greatly appreciated. You can be assured that Columbia County will be contacting your company in the future as additional public works projects come up for bid.

We are completely satisfied that the work was performed according to the construction contract and request that you submit an invoice for the retention amount. Thank you!

Sincerely,

A handwritten signature in cursive script, appearing to read "Glen Crinklaw".

Glen Crinklaw
Asst. Public Works Director
Columbia County



Eugene Water & Electric Board

500 East 4th Avenue / Post Office Box 10148
Eugene, OR 97440-2148
541-484-2411

Rely on us.

9/13/2010

Dear: Karen Day/Jeff Cox

This letter is to recommend PCR for transmission and substation structure work. PCR has successfully completed a 14 transmission pole installation job and a separate substation foundation job for EWEB this summer.

EWEB has been very pleased with PCR's ability to install transmission pole structures and substation foundations. We have found PCR to plan and execute their work very efficiently and accurately. In addition their staff has been both professional and pleasurable to work with, even when navigating EWEB's public purchase laws.

Feel free to use my name and contact information for future references.

Sincerely,

Rodney Price, PE
Senior Engineer, Project Manager

[Print](#) | [Close Window](#)

Subject: School Flasher - Contractor Feedback
From: "Daniel Erpenbach" <Daniel_Erpenbach@co.washington.or.us>
Date: Wed, Jul 07, 2010 4:19 pm
To: <Jeff@pcr-inc.net>
Cc: "Karen J. Day" <karen@pcr-inc.net>, "Tom Tushner" <Tom_Tushner@co.washington.or.us>

Hi Jeff,

Attached are two standard ODOT forms required for project close-out.

Part A is to be completed by you; please contact me if you would like to review the form together. When you have completed the form, please print, sign, and send back to me a signed pdf copy.

I have completed Part B for your review. Please contact me if you have any questions. If you don't have any questions, please print, sign, and send back to me a signed pdf copy.

The project is a great benefit to the students and drivers of Washington County. I thought the project went well and I enjoyed working with you and the PCR, Inc. staff. I hope I will have the opportunity to work with you again.

Dan Erpenbach, PLS
Project Manager



WASHINGTON COUNTY
OREGON

*Department of Land Use & Transportation
Capital Project Management Division*

*email daniel_erpenbach@co.washington.or.us
ph. 503-846-7877 fax. 503-846-7810*



December 23, 2009

Jeff Cox
P.C.R., Inc.
PO Box 630
Bevercreek, Oregon 97004

**KEN JERNSTEDT AIRFIELD
CRACK SEALING, AWOS MODIFICATIONS
AND WINDCONE CONSTRUCTION
AIP NO.: 3-41-0026-005
CENTURY WEST PROJECT NO.: 1239900501**

Dear Jeff:

All of us at Century West Engineering thank you and your staff for a successful project at the Ken Jernstedt Airfield for the Port of Hood River. Your quality work, excellent communication, and prompt resolution of all project challenges were invaluable to the completion of this project within budget and timeframe.

In particular I'd like to thank you Jeff for your excellent coordination skills with myself and with sub-consultants, Karen Day for her responsiveness and attention to detail, and Walt Williams for his exceptional efforts to please the project owners.

It was a pleasure to work with you and we hope to work with you again soon.

Sincerely,

A handwritten signature in black ink, appearing to read 'Erik J. Huffman', written over a white background.

Erik J. Huffman, P.E., P.L.S.
Project Engineer



~~HEADLINE OR INTRODUCING THE RECEIVING CORPORATION~~

December 23, 2009

Jeff Cox
P.C.R., Inc.
P.O. Box 630
Beavercreek, OR 97004

JOSEPH STATE AIRPORT
AWOS, ROTATING BEACON AND
BEACON TOWER CONSTRUCTION
AIP NO. 3-41-0092-007
CENTURY WEST PROJECT NO.: 4009703401

Dear Jeff:

As we await system commissioning by the FAA for project finalization, I'd like to express my gratitude for another project well done by P.C.R., Inc.

The successful installation of this AWOS by your company has provided a vital safety function for the general public. The system now provides crucial data to air traffic as well as very important data to NOAA for weather forecasting.

This project took place in a remote location under difficult weather conditions, was highly technical, and required skilled coordination with sub-consultants from around the state and across the country. All phases of this project were expertly handled by you and your staff, and were completed well within budget and time constraints.

It was once again a pleasure working with you and your company, and I look forward to our next project together.

Sincerely,

A handwritten signature in black ink, appearing to read "Erik J. Huffman".

Erik J. Huffman, P.E., P.L.S.
Project Engineer



PUBLIC WORKS DEPARTMENT

555 Liberty Street SE / Room 325 • Salem, OR 97301-3513 • Phone 503-588-6211 • Fax 503-588-6025

September 3, 2009

SUBJECT: SKYLINE COMMUNICATION TOWER - LETTER OF RECOMMENDATION

To Whom It May Concern:

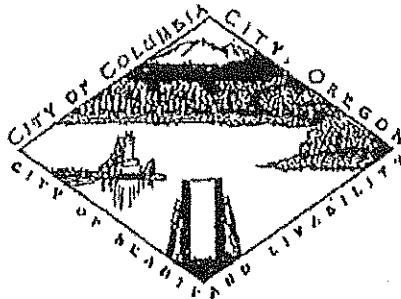
I'm pleased to offer this letter of recommendation on behalf of P.C.R. Inc. for the excellent work they performed installing the Skyline Communication Tower for the City of Salem. The tower project consisted of installing a 120-foot tall pine tree style monopole, a generator for back-up power, and associated site improvements. The project contract amount was approximately \$281,000. All construction work was completed in April 2009 approximately one month ahead of schedule.

Jeff Cox, President of P.C.R. Inc. and the entire staff of P.C.R. worked diligently on this project through its completion. All of the P.C.R. staff demonstrated a thorough knowledge of each project task during construction, and completed all tasks with safety and construction quality in mind. The P.C.R. staff communicated well with the City staff throughout the project construction, and this was a tremendous assistance to me as the project manager for the City of Salem. Because of the successful outcome of the Skyline Communication Tower and the professionalism demonstrated by the P.C.R. staff, I highly recommend P.C.R. Inc. for future construction projects.

Sincerely,

Howard Biskle, P.E.
Project Manager

The City of Columbia City
In Columbia County on the Columbia River



October 16, 2008

To Whom It May Concern

Re: Letter of Recommendation - P.C.R. Inc.

Over the last two years, the City of Columbia City has awarded two separate construction contracts to P.C.R. Inc. The first contract involved the final development of a groundwater well, including the construction of a chlorination facility, distribution piping, site piping, drainage facilities and telemetry. The distribution piping installation included crossing under railroad tracks and a 5-lane highway. The second contract involved the construction of a shop building at our Public Works facility.

Throughout the course of both projects, we found Jeff Cox and the entire P.C.R. crew to be knowledgeable, eager to please, and great to work with. Jeff is especially good at scheduling, stands behind his work, and provides excellent customer service. His communication skills are top notch, and he's a calm and proven problem solver.

Overall our entire experience with P.C.R. was exceptional, and we would welcome the opportunity to work with them again.

Sincerely,


Leahnette Rivers
City Administrator/Recorder

PO Box 180 ♦ 1840 Second Street ♦ Columbia City, Oregon 97018
Phone 503-387-4010 ♦ Fax 503-386-2670
E-mail colcity@columbia-city.org ♦ Web site www.columbia-city.org



PORTLAND PARKS & RECREATION

Healthy Parks, Healthy Portland

August 8, 2008

Mr. Jeff Cox
PCR, Inc.
PO Box 630
Beavercreek, OR 97004

Re: Patton Square - Letter of Recommendation

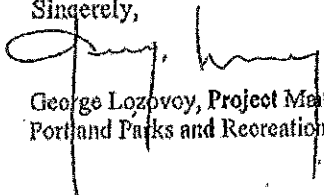
As Project Manager with Portland Parks and Recreation it's with pleasure I submit this letter of recommendation on behalf of PCR Inc. for their work on Patton Square Park.

PCR Inc. served as General Contractor for redevelopment of Patton Square Park located adjacent to the historic Interstate Firehouse and MAX Interstate Light Rail in northeast Portland. The existing park underwent a complete redevelopment including new concrete walks with brick edging, a large concrete entry plaza that is shared with Interstate Firehouse Cultural Center (IFCC) which connects to the park with a brick clad plinth, ADA ramp and staircase, a centrally located contemplative brick plaza, a sculptural play structure, site landscaping and historically themed site amenities.

PCR was able to diligently proceed forward with the work until completion, at times, under difficult weather conditions. PCR also worked well with the adjacent IFCC staff and visiting public to provide them safe access to their facility throughout each stage of construction.

I am pleased with both the final product and PCR's professional demeanor.

Sincerely,

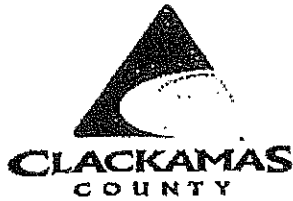


George Lozovoy, Project Manager
Portland Parks and Recreation

Strategy, Finance & Business Development
1120 SW 5th Ave., Suite 1302
Portland, OR 97204
Tel: (503) 823-5588 Fax: (503) 823-5570

Administration
Tel: (503) 823-PLAY
Fax: (503) 823-6007

Sustaining a healthy park and recreation system to make Portland a great place to live, work and play.
www.PortlandParks.org • Zvi Santner, Director



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

June 9, 2008

PCR, Inc.
PO Box 630
Beavercreek, OR 97004

SUBJ: Gronlund Road Slide Repair
RM-06-15
Letter of Recommendation

This letter is a Letter of Recommendation to PCR, Inc based on our work together on the Gronlund Road Slide Repair.

As with many of the landslide repair projects I have worked on, many things change during construction. On this project we encountered some material that had to be removed which required some small changes to the benching of the underlying soils. While this isn't much of a change, the result was a total redesign of the underlying drainage system.

PCR continued to "pursue unto completion, in a workman like manner" the task at hand. This even extended to working with the neighboring landowner.

It is this type of partnering that allows me to write this Letter of Recommendation.

If I can be of any further assistance, please contact me at 503-353-4674.


William A. Garity - Inspection Supervisor
Construction & Development Services Section



United States
Department of
Agriculture

Forest
Service

Northwest Oregon
Contracting Area (NOCA)

16400 Clampton Way
Sandy, OR 97055-2799

File Code: 6320-1

Date: November 22, 2005

Route To:

Subject: Multnomah Falls Water Systems Improvements
Contract No. 50-046W-3-0860

To: PCR, Inc.
PO Box 630
Beavercreek, OR 97004

This letter is your notice of acceptance of this contract. Final payment in the amount of \$3,421.10 is in process. Total contract amount is \$165,247.00.

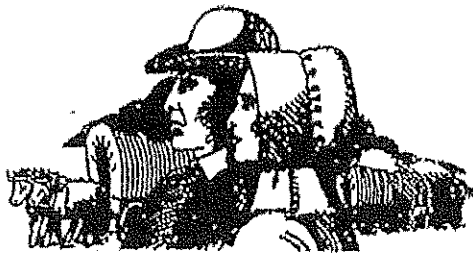
The Government greatly appreciates the quality services you have provided over the course of this contract.

LOIS K. TATE
Contracting Officer

cc: COR: Donna Wians, Assistant Regional Environmental Engineer
Regional Office, R6/PNW
333 S.W. First Avenue, Portland, OR 97204

Travelers Casualty and Surety
4000 Kruse Way
Building 1 - Suite 265
Lake Oswego, OR 97035





OREGON CITY PARKS & RECREATION

**Park Operations
500 Hilda Street
Oregon City, OR 97045**

February 16, 2005

To Whom It May Concern:

The City of Oregon City awarded PCR Inc. a contract of approximately \$360,000.00 to construct a one mile asphalt pathway as part of Oregon City's expanding trail system.

The project consisted of widening of a main arterial roadway to accommodate a bike path, grading and leveling of a one mile section of an old industrial site, removal of approximately 4,500 yards of concrete, and regrading a section of this site and stock piling approximately 25,000 yards of soil and rock.

Being an old industrial site there were various obstacles that had to be overcome, Jeff Cox of PCR was able to meet with the Project Manager and help figure out the most cost effective methods to meet the job criteria.

PCR Inc. would be invited back to bid on any construction jobs that the City of Oregon City were to let out again.

Larry Potter(Park Operations and Facilities Manager)

CITY OF *Salem*
AT YOUR SERVICE

GENERAL SERVICES DEPARTMENT

Facilities & Communications Division • 1380 20th St, SE • Salem, OR 97302 • (503) 588-6306

December 16, 2002

To Whom It May Concern:

The City of Salem awarded P.C.R. Inc., a contract of \$182,000.00 to construct two communication facilities for an upgrade to the City of Salem's radio network.

The upgrade consisted of two main phases. Phase one, P.C.R. Inc was to purchase and install the site buildings, add cables/antennas to an existing tower, mount a new support system, back-up generator, propane fuel tank, microwave, and landscape the construction sites. Phase two, Motorola, Inc. was to stage and install the communications fixed equipment after the facilities were site ready. The cutover plan for coordinating the construction work with Motorola's installation of the electronics equipment had little or no room regarding those unforeseen challenges that always present themselves with a complex project of this type. The major concern was to keep all the emergency response personnel's radio communications equipment operational while both phases were under construction.

Owner Jeff Cox of P.C.R. found ways to solve problems and deal with obstacles in a very professional and timely manner. His efforts helped the project team complete both phases on time and with no loss of system operation. I would highly recommend P.C.R. Inc for any construction project.

Sincerely,

Dave Enmons

Dave Enmons
City of Salem
Communications Supervisor

PAYMENT

11. Did the contractor comply with subcontractor and supplier payment requirements? (00175.16 and ORS 279.314) 3 3

If not, ODOT sent written notice to the contractor of receipt of bond claim filing(s) from first tier suppliers and subcontractors. (This excludes retainage or monies which were actually in dispute.)
 0 Notice = 3 Pts. 1-2 Notices = 2 Pts. 3+ Notices = 1 Pt.

12. Did the contractor comply with wage payment requirements for this project? (00170.65b) 3 3

If not, ODOT had to send funds to BOLI so they could pay workers directly after the contractor refused to pay wages or contract underpayment.
 No funds sent to BOLI = 3 Pts. 1+ times funds sent to BOLI = 1 Pt.

AFFIRMATIVE ACTION

13. Did the contractor meet the Commercially Useful Function (CUF) requirements for this project? (Disadvantaged Business Enterprises Provisions) 0 0

If not, the problem was serious enough for the PM to send a written notice notifying the contractor of the CUF violation.
 0 Notice = 3 Pts. 1+ Notice = 1 Pt.

14. Did the contractor meet the Equal Employment Opportunity (EEO) requirements for this project? (EEO Provisions) 3 3

If not, the contractor had to submit a corrective action plan.
 0 Notice = 3 Pts. 1+ Notice = 1 Pt.

15. Did the contractor fulfill the On-The-Job-Training (OJT) requirements for this project? (OJT Provisions) 0 0

If not, at the conclusion of the project the PM sent written notice to the contractor notifying the contractor that OJT provisions had not been met.
 0 Notice = 2 Pts. 1+ Notice = 1 Pt.

SAFETY

16. Did the contractor comply with OSHA and contract safety regulations for this project? (00170.60) 3 3

If not, the problem was serious enough for the PM to send a written notice to the contractor to take corrective action.
 0 Notice = 3 Pts. 1+ Notice = 1 Pt.

TRAFFIC CONTROL

17. Did the contractor provide and comply with the Traffic Control Plan? (00220.00 - 00225.97 and 00180.70) 3 3

If not, the problem was serious enough for the PM to send a written notice to the contractor to correct or suspend work.
 0 Notice = 3 Pts. 1 Notice = 2 Pts. 2+ Notices = 1 Pt.

18. Were traffic restrictions on this project in accordance with contract allowances? (00220.00 - 00220.90) 6 6

If not, the problem was serious enough for the PM to send a written notice to the contractor.
 0 Notice = 6 Pts. 1 Notice = 3 Pts. 2+ Notices = 1 Pt.

COMPLIANCE WITH REGULATIONS

19. Did the contractor comply with the requirements referenced in (00170.20 through 00170.60) and any related permits acquired for the project? 3 3

If not, the PM sent a written notice to the contractor after the contractor disregarded contract requirements, or because the contractor failed to correct deficiencies.
 0 Notice = 3 Pts. 1+ Notice = 1 Pt.

MAJOR BREACH

20. Did the contractor receive a breach of contract letter for this project from the Chief Engineer? 6 6

0 Breach = 6 Pts. 1 Breach = 1 Pt.

| | | |
|---|--|--|
| CONTRACTOR REPRESENTATIVE SIGNATURE AND DATE (signature indicates that contractor has reviewed evaluation.) <i>Jeffrey A. ...</i> President 8/3/01 | | <input checked="" type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE |
| PROJECT MANAGER SIGNATURE AND DATE | | |

TOTAL SCORE: **66** / TOTAL POSSIBLE: **66**

PERCENTAGE SCORE: **100.00**

PERCENTAGE SCORE (TOTAL SCORE / TOTAL POSSIBLE) X 100

PRIME CONTRACTOR PERFORMANCE EVALUATION

| | | OFFICE USE ONLY | |
|-------------------------------|--|--|---------------------------|
| SENT TO CONTRACTOR ON | | ENTERED IN SYSTEM ON | FINAL % SCORE |
| PROJECT MANAGER David Gray | | 9/11/03 | 100.00 |
| CONTRACTOR PCR, Inc. | | PROJECT NAME Springwater Corridor - SE Lyon to Umarella St. | EVALUATION YEAR 2003 |
| | | | CONTRACT NUMBER C12704 |

INSTRUCTIONS TO PROJECT MANAGER (PM): Answer questions 1-20, determine appropriate points to be assigned to each question and enter in the box next to the question. For questions that do not apply, enter '0' in the score box. A) If an authorized contractor representative is available, review the completed evaluation with the representative. Both PM and contractor representative are to sign and date the form. Forward the signed and dated original to the Contract Administration Engineer. Send a copy to the contractor's home office and ODOT Region office. B) If an authorized representative is unavailable to review the evaluation, sign and date the evaluation, FAX a copy to the home office for their review and signature. After receiving a signed copy from contractor, send the signed evaluation to the Contract Administration Engineer. Send a copy to the appropriate Region office. If the contractor does not return a signed copy within 10 calendar days, send copy to the Contract Administration Engineer and Region office.

SUPERVISION

1. Was the superintendent on the job at all critical times? (00150.40b)
If the superintendent was not available at critical times, the problem was serious enough for the PM to send a written notice to the contractor.
0 Notice = 3 Pts. 1-2 Notices = 2 Pts. 3+ Notices = 1 Pt.
2. Did the contractor comply with directions of PM or inspector(s) in areas other than those already covered in this evaluation form? (00150.00)
If the contractor disregarded directions, the problem was serious enough for the PM to send a written notice to the contractor.
0 Notice = 4 Pts. 1 Notice = 2 Pts. 2+ Notices = 1 Pt.
3. Did any of the contractor's supervisors have to be removed from the job? (00150.30)
If so, the PM sent written notice to the contractor directing removal of one of the subcontractor's supervisors and/or one of the contractor's supervisors from the project.
0 Notice = 8 Pts. 1 Notice Re Sub's Supv. = 4 Pts. 1 Notice Re Prime's Supv. = 2 Pts.
1 Notice each Re Sub & Prime Supv. = 1 Pt.

| | |
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| ENTER ZERO FOR NON-APPLICABLE | |
| SCORE | NOTES |
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| 5 | 5 |
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PROGRESS SCHEDULE

4. Was the contract completed within the allotted contract time and without liquidated damages? (00150.85)
If not, at the conclusion of the project, calculate the total number of days in liquidated damages divided by adjusted contract time (in days).
0% = 5 Pts. >0 - 2% = 4 Pts. >2 - 5% = 3 Pts. >5 - 10% = 2 Pts. >10% = 1 Pt.
5. Did the contractor submit the required schedules and narrative reports? (00150.41)
If not, the problem was serious enough for the PM to withhold progress payment(s) and send a written notice to the contractor.
0 Notice = 3 Pts. 1+ Notice = 1 Pt.

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QUALITY OF MATERIALS & WORKMANSHIP

6. Was the work completed with the quality of materials, workmanship or other quality specifications required? (00150.00 and 00150.70)
If not, the problem was serious enough for the PM to send a notice to the contractor to suspend work.
0 Notice = 3 Pts. 1-2 Notices = 2 Pts. 3+ Notices = 1 Pt.
7. Was all work completed on the project without the assessment of negative price adjustment(s) for materials or work that did not comply with contract quality requirements? (00150.25 - 00165)
If not, calculate the percentage as a total of the negative price adjustments divided by total contract payments.
0% = 4 Pts. >0 - 1% = 3 Pts. >1-3% = 2 Pts. >3% = 1 Pt.
8. Did ODOT allow non-specification work (quality of workmanship) to remain, even though no price adjustment was assessed? (00150.25 and 00165)
If so, it was serious enough that the PM sent written notice to the contractor to allow non-specification work to remain in place.
0 Notice = 3 Pts. 1+ Notice = 2 Pts. 2+ Notices = 1 Pt.
9. Did the contractor provide proper certification documents? (00165.80 and 00150.70)
If not, the problem was serious enough that the PM had to send written notice to the contractor to suspend work.
0 Notice = 3 Pts. 1+ Notice = 2 Pts. 2+ Notices = 1 Pt.
10. Was the project cleaned up and the final punch list completed in a timely manner? (00140.90)
If not, the problem was serious enough for the PM to send a written notice to the contractor to provide the necessary resources to complete cleanup and punchlist work.
0 Notice = 3 Pts. 1+ Notice = 1 Pt.

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| 3 | 3 |
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PAYMENT

11. Did the contractor comply with subcontractor and supplier payment requirements? (00175.15 and ORS 279.314) 3 3
 If not, ODOT sent written notice to the contractor of receipt of bond claim filings from first tier suppliers and subcontractors. (This excludes retainage or monies which were actually in dispute.)
 0 Notice = 3 Pts. 1-2 Notices = 2 Pts. 3+ Notices = 1 Pt.

12. Did the contractor comply with wage payment requirements for this project? (00170.65B) 3 3
 If not, ODOT had to send funds to BOLI so they could pay workers directly after the contractor refused to pay wages or correct underpayment.
 No funds sent to BOLI = 3 Pts. 1+ times funds sent to BOLI = 1 Pt.

AFFIRMATIVE ACTION

13. Did the contractor meet the Commercially Useful Function (CUF) requirements for this project? (Disadvantaged Business Enterprise Provisions) 3 3
 If not, the problem was serious enough for the PM to send a written notice notifying the contractor of the CUF violation.
 0 Notice = 3 Pts. 1+ Notice = 1 Pt.

14. Did the contractor meet the Equal Employment Opportunity (EEO) requirements for this project? (EEO Provisions) 3 3
 If not, the contractor had to submit a corrective action plan.
 0 Notice = 3 Pts. 1+ Notice = 1 Pt.

15. Did the contractor fulfill the On-Job-Training (OJT) requirements for this project? (OJT Provisions) 2 2
 If not, at the conclusion of the project the PM sent written notice to the contractor notifying the contractor that OJT provisions had not been met.
 0 Notice = 2 Pts. 1+ Notice = 1 Pt.

SAFETY

16. Did the contractor comply with OSHA and contract safety regulations for this project? (00170.60) 3 3
 If not, the problem was serious enough for the PM to send a written notice to the contractor to take corrective action.
 0 Notice = 3 Pts. 1+ Notice = 1 Pt.

TRAFFIC CONTROL

17. Did the contractor provide and comply with the Traffic Control Plan? (00220.00 - 00225.97 and 00180.70) 3 3
 If not, the problem was serious enough for the PM to send a written notice to the contractor to correct or suspend work.
 0 Notice = 3 Pts. 1 Notice = 2 Pts. 2+ Notices = 1 Pt.

18. Were traffic restrictions on this project in accordance with contract allowances? (00220.00 - 00220.90)? 5 5
 If not, the problem was serious enough for the PM to send a written notice to the contractor.
 0 Notice = 5 Pts. 1 Notice = 3 Pts. 2+ Notices = 1 Pt.

COMPLIANCE WITH REGULATIONS

19. Did the contractor comply with the requirements referenced in (00170.20 through 00170.50) and any related permits acquired for the project? 3 3
 If not, the PM sent a written notice to the contractor after the contractor disregarded contract requirements, or because the contractor failed to correct deficiencies.
 0 Notice = 3 Pts. 1+ Notice = 1 Pt.

MAJOR BREACH

20. Did the contractor receive a breach of contract letter for this project from the Chief Engineer? 6 6
 0 Breach = 6 Pts. 1 Breach = 1 Pt.

| | |
|-------------|----------------|
| TOTAL SCORE | TOTAL POSSIBLE |
| 70 | 70 |

PERCENTAGE SCORE
100.00

PERCENTAGE SCORE
(TOTAL SCORE / TOTAL POSSIBLE) x 100

| | |
|---|---|
| CONTRACTOR REPRESENTATIVE SIGNATURE AND DATE (Signature indicates that contractor has reviewed evaluation.) | <input checked="" type="checkbox"/> AGREE |
| <i>[Signature]</i> 9/13/03 | <input type="checkbox"/> DISAGREE |
| PROJECT MANAGER SIGNATURE AND DATE | |
| | |

NOTE: Use a separate sheet for additional comments and attach to the back of this document.



PRIME CONTRACTOR PERFORMANCE EVALUATION

| | | | |
|-----------------|-------------------------------------|-----------------------|-------------------|
| | | OFFICE USE ONLY | |
| | | SENT TO CONTRACTOR ON | ENTERED IN SYSTEM |
| PROJECT MANAGER | PROJECT NAME | EVALUATION YEAR | |
| Mark Beeson | Oneonta Gorge Parking/Vista Project | 2008 | |
| CONTRACTOR | | | CONTRACT NO. |
| P.C.R., Inc. | | | 13248 |

INSTRUCTIONS TO PROJECT MANAGER (PM): Answer questions 1-20, determine appropriate points to be assigned to each question and enter in the box next to the question. For questions that do not apply, enter '0' in the score box. A) If an authorized contractor representative is available, review the completed evaluation with the representative. Both PM and contractor representative are to sign and date the form. Forward the signed and dated original to the Contract Administration Engineer. Send a copy to the contractor's home office and ODOT Region office. B) If an authorized representative is unavailable to review the evaluation, sign and date the evaluation, fax a copy to the home office for their review and signature. After receiving a signed copy from contractor, send the original evaluation to the Contract Administration Engineer. Send a copy to the appropriate Region office. If the contractor does not return a signed copy within 15 calendar days, send copy to the Contract Administration Engineer and Region office.

SUPERVISION

1. Was the superintendent on the job at all critical times? (00150.40b)

If the superintendent was not available at critical times, the problem was serious enough for the PM to send a written notice to the contractor

0 Notice = 3 pts. 1-2 Notices = 2 Pts. 3+ Notices = 1 Pt.

| ENTER '0' FOR NON-APPLICABLE | |
|------------------------------|----------|
| SCORE | POSSIBLE |
| 3 | 3 |

2. Did the contractor comply with directions of PM or inspector(s) in areas other than those already covered in this evaluation form? (00160.00)

If the contractor disregarded directions, the problem was serious enough for the PM to send a written notice to the contractor.

0 Notice = 4 pts. 1 Notice = 2 Pts. 2+ Notices = 1 Pt.

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3. Did any of the contractor's supervisors have to be removed from the job? (00180.30)

If so, the PM sent written notice to the contractor directing removal of one of the subcontractor's supervisors and/or one of the contractor's supervisors from the project.

0 Notice = 5 Pts. 1 Notice Re Sub's Supv. = 4 Pts. 1 Notice Re Prime's Supv. = 2 Pts. 1 Notice each Re Sub & Prime Supv. = 1 Pt.

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| 5 | 5 |
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PROGRESS SCHEDULE

4. Was the contract completed within the allotted contract time and without liquidated damages? (00180.85)

If not, at the conclusion of the project, calculate the total number of days in liquidated damages divided by adjusted contract time (in days).

0% = 5 Pts. >0-2% = 4 Pts. >2-5% = 3 Pts. >5-10% = 2 Pts. >10% = 1 Pt.

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5. Did the contractor submit the required schedules and narrative reports? (00180.41)

If not, the problem was serious enough for the PM to withhold progress payment(s) and send a written notice to the contractor.

0 Notice = 3 Pts. 1+ Notice = 1 Pt.

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| 3 | 3 |
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QUALITY OF MATERIALS & WORKMANSHIP

6. Was the work completed with the quality of materials, workmanship or other quality specifications required? (00150.00 and 00180.70)

If not, the problem was serious enough for the PM to send a notice to the contractor to suspend work.

0 Notice = 3 Pts. 1-2 Notices = 2 Pts. 3+ Notices = 1 Pt.

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| 3 | 3 |
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7. Was all work completed on the project without the assessment of negative price adjustment(s) for materials or work that did not comply with contract quality requirements? (00160.25 through 00165)

If not, calculate the percentage as a total of the negative price adjustment divided by total contract payments.

0% = 4 Pts. >0-1% = 3 Pts. >1-3% = 2 Pts. >3% = 1 Pt.

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8. Did ODOT allow non-specification work (quality of workmanship) to remain, even though no price adjustment was assessed? (00150.25 and 00165)

If so, it was serious enough that the PM sent written notice to the contractor to allow non-specification work to remain in place.

0 Notice = 3 Pts. 1+ Notices = 2 Pts. 2+ Notices = 1 Pt.

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9. Did the contractor provide proper certification documents (00165.02 and 00180.70)

If not, the problem was serious enough for the PM to send a written notice to suspend work.

0 Notice = 3 Pts. 1+ Notice = 2 Pts. 2+ Notices = 1 Pt.

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10. Was the project cleaned up and the final punch list completed in a timely manner? (00140.90)

If not, the problem was serious enough for the PM to send a written notice to the contractor to provide the necessary resources to complete cleanup and punchlist work.

0 Notice = 3 Pts. 1+ Notice = 1 Pt.

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TOTAL THIS PAGE

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| 25 |
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PAYMENT

11. Did the contractor comply with subcontractor and supplier payment requirements? (00170.10 and ORS 279.314)
 If not, ODOT sent written notice to the contractor or receipt of bond claim filing(s) from first tier suppliers and subcontractors. (This excludes retainage or monies which were actually in dispute.)

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| 3 | 3 |
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0 Notice = 3 Pts. 1-2 Notices = 2 Pts. 3+ Notices = 1 Pt.

12. Did the contractor comply with wage payment requirements for this project? (00170.55b)
 If not, ODOT had to send funds to BOLI so they could pay workers directly after the contractor refused to pay wages or correct underpayment.

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No funds sent to BOLI = 3 Pts. 1+ times funds sent to BOLI = 1 Pt.

AFFIRMATIVE ACTION

13. Did the contractor meet the Commercially Useful Function (CUF) requirements for this project? (Disadvantaged Business Enterprise Provisions)

If not, the problem was serious enough for the PM to send a written notice notifying the contractor of the CUF violation.
 0 Notice = 3 Pts. 1+ Notice = 1 Pt.

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14. Did the contractor meet the Equal Employment Opportunity (EEO) requirements for this project? (EEO Provisions)

If not, the contractor had to submit a corrective action plan.
 0 Notice = 3 Pts. 1+ Notice = 1 Pt.

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15. Did the contractor fulfill the On-The-Job Training (OJT) requirements for this project? (OJT Provisions)
 If not, at the conclusion of the project the PM sent written notice to the contractor notifying the contractor that the OJT provisions had not been met.

| | |
|---|---|
| 0 | 0 |
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0 Notice = 2 Pts. 1+ Notice = 1 Pt.

SAFETY

16. Did the contractor comply with OSHA and contract safety regulations for this project? (00170.60)

If not, the problem was serious enough for the PM to send a written notice to the contractor to take corrective action.
 0 Notice = 3 Pts. 1+ Notice = 1 Pt.

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TRAFFIC CONTROL

17. Did the contractor provide and comply with the Traffic Control Plan? (00220.00 - 00225.97 and 00180.70)

If not, the problem was serious enough for the PM to send a written notice to the contractor to correct or suspend work.
 0 Notice = 3 Pts. 1 Notice = 2 Pts. 2+ Notices = 1 Pt.

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18. Were traffic restrictions on this project in accordance with contract allowances? (00220.00 - 00220.90)?

If not, the problem was serious enough for the PM to send a written notice to the contractor.
 0 Notice = 6 Pts. 1 Notice = 3 Pts. 2+ Notices = 1 Pt.

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COMPLIANCE WITH REGULATIONS

19. Did the contractor comply with the requirements referenced in (00290.00 through 00290.91) and any related permits acquired for the project?

If not, the PM sent a written notice to the contractor after the contractor disregarded contract requirements, or because the contractor failed to correct deficiencies.

| | |
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| 3 | 3 |
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0 Notice = 3 Pts. 1+ Notice = 1 Pt.

MAJOR BREACH

20. Did the contractor receive a breach of contract letter for this project from the Chief Engineer?

0 Breach = 6 Pts. 1 Breach = 1 Pt.

| | |
|---|---|
| 6 | 6 |
|---|---|

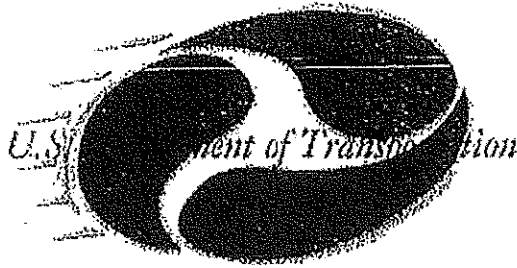
TOTAL SCORE TOTAL POSSIBLE

| | |
|----|----|
| 57 | 60 |
|----|----|

| | | |
|---|--|--|
| CONTRACT REPRESENTATIVE SIGNATURE AND DATE (Signature indicates that contractor has reviewed evaluation.) | | <input checked="" type="checkbox"/> Agree <input type="checkbox"/> Disagree |
| [Signature: Jeffrey ...] President | | |
| PROJECT MANAGER SIGNATURE AND DATE | | |
| [Signature: Mark ...] 7-6-07 | | |

Percentage Score
 95.00%
 Percentage Score
 (TOTAL SCORE/TOTAL POSSIBLE)x100

NOTE: Use a separate sheet for additional comments and staple to the back of this document.



**Federal Highway
Administration
Contractor Performance Report**

THIS EVALUATION IS "IN-PROGRESS"

| | | | | | |
|--|--|--|---|---|--|
| Report Type: Final Report (100 % Completed) | | Termination Type: None | | Reporting Period: From: 08/31/2005 To: 08/14/2006 | |
| Host Agency: DOT | | Evaluating Organization: FHWA | | Contracting Office: LANDS | |
| Contract Number: DTFH70-05-C-00015 | | | Order Number: | | |
| Contractor Name and Address: P. C. R., INC PACIFIC CONTRACTING RESOURCES 11144 SW VERDE TER TIGARD, OR 97223-6584 UNITED STATES | | | | DUNS:061119512 SIC/NAICS: 237310 Commodity Code: Procurement Method: Negotiated Contract Type: Fixed-Price | |
| Amount of Basic Contract: \$965,845.70 | Total Amount of Modifications: \$109,736.74 | Liquidated Damages Assessed: \$0.00 | Net Amount Paid Contractor: \$1,075,562.44 | | |
| Award Date: 08/31/2005 | Original Completion Date: 04/20/2006 | Final Completion Date: 08/14/2006 | Date Work was Accepted: 08/14/2006 | | |
| Description of Requirement: Construction of 8,900 ft of aggregate surface trails to accessibility standards, Construction of pile supported steel/concrete cantilever fishing platform, construction of a helical pile supported viewing platform, 2 trail bridges, a small building, and metal kiosks. | | | | | |

RATINGS

Quality of Product or Service

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

| | N/A | 0 | 1 | 2 | 3 | 4 | 5 |
|---|-----|---|---|---|---|---|---|
| Quality of Workmanship : | | | | | | X | |
| Adequacy of the CQC Plan : | | | | | X | | |
| Implementation of CQC Plan: | | | | | X | | |
| Quality of QC Documentation: | | | | | X | | |
| Storage of Materials : | | | | | X | | |
| Adequacy of Materials: | | | | | X | | |
| Adequacy of Submittals : | | | | | X | | |
| Adequacy of QC Testing: | | | | | X | | |
| Adequacy of As-Builts: | | | | X | | | |
| Use of Specified Materials: | | | | | X | | |
| Identification/Correction of Deficient Work : | | | | | X | | |

Government Comments for Quality of Product or Service
 PCR, Inc. made every attempt to produce a excellent quality product. The actual quality control documentation was good.

Cost Control

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

| | N/A | 0 | 1 | 2 | 3 | 4 | 5 |
|---------------|-----|---|---|---|---|---|---|
| Cost Control: | | | | | X | | |

Government Comments for Cost Control
 None entered - Contractor does not reply

Timeliness of Performance

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

| | N/A | 0 | 1 | 2 | 3 | 4 | 5 |
|--|-----|---|---|---|---|---|---|
| Adequacy of Initial Progress Schedule: | | | | X | | | |
| Adherence to Approved Schedule: | | | | | X | | |
| Resolution of Delays: | | | | | X | | |
| Submission of Required Documentation: | | | | | X | | |
| Completion of Punch List Items: | | | | | X | | |
| Submission of Updated and Revised Progress Schedules : | | | | | X | | |
| Warranty Response: | X | | | | | | |

Government Comments for Timeliness of Performance
 Final completion of project was drawn out due to heavy weather impacts, added work and completion of punch-list items.

Effectiveness of Management / Business Relations

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

| | N/A | 0 | 1 | 2 | 3 | 4 | 5 |
|--|-----|---|---|---|---|---|---|
| Cooperation and Responsiveness: | | | | | | X | |
| Management of Resources/Personnel: | | | | | X | | |
| Coordination and Control of Subcontractors: | | | | | X | | |
| Adequacy of Site Clean-Up: | | | | | | X | |
| Effectiveness of Job-Site Regulations: | | | | | X | | |
| Compliance With Laws and Regulations: | | | | | X | | |
| Professional Conduct: | | | | | X | | |
| Review/Resolution of Subcontractor's Issues: | | | | | X | | |
| Change Order Activity (By Contractor): | | | | | | X | |
| Adequacy of Work Force: | | | | | X | | |
| O & M Manuals/Instructions: | | | | | | X | |

Spare Parts Delivery: 0 1 2 3 4 5

Government Comments for Effectiveness of Management / Business Relations
None entered - Contractor does not reply

Compliance With Labor Standards

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

| | N/A | 0 | 1 | 2 | 3 | 4 | 5 |
|--|-----|---|---|---|---|---|---|
| Correction of Noted Deficiencies: | | | | | | X | |
| Payrolls Properly Completed and Submitted: | | | | | | X | |
| Compliance With Labor Laws and Regulations With Specific Attention to the Davis-Bacon Act and EEO Req: | | | | | X | | |

Government Comments for Compliance With Labor Standards
None entered - Contractor does not reply

Compliance With Safety Standards

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

| | N/A | 0 | 1 | 2 | 3 | 4 | 5 |
|-----------------------------------|-----|---|---|---|---|---|---|
| Adequacy of Safety Plan: | | | | | X | | |
| Implementation of Safety Plan: | | | | | X | | |
| Correction of Noted Deficiencies: | | | | | X | | |

Government Comments for Compliance With Safety Standards
None entered - Contractor does not reply

Overall Rating

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

| | N/A | 0 | 1 | 2 | 3 | 4 | 5 |
|-----------------|-----|---|---|---|---|---|---|
| Overall Rating: | | | | | | X | |

Government Comments for Overall Rating
PCR did a very good job of completing a project with several unusual structures which were unique in design. The project required constructing structures and trails while minimizing disturbance of Refuge resources. Although some disturbance was done none was substantial. PCR responded promptly to government requests and changes. PCR was very responsive to change orders and contract modifications.

Subcontracts

Are subcontracts involved? Yes

Government Comments for Comment on subcontracts
None entered - Contractor does not reply

Contractor Key Personnel

Contractor Manager/Principal Investigator
Cox, Jeff

Government Comments for Contractor Manager/Principal Investigator
Jeff was diligent in efforts to construct all items in a manner which resulted in a quality product. Communications were continually open between Jeff and all his personnel and the government representatives. The government was presented required correspondence and records in a timely manner. In summary Jeff was very concerned with the project and strived to achieve a product that pleased the Refuge and FHWA.

Contractor Key Person

Government Comments for Contractor Key Person
None entered - Contractor does not reply

Contractor Key Person

Government Comments for Contractor Key Person
None entered - Contractor does not reply

Small Business Subcontracting Plan

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, reporting and other aspects of the plan? Yes
If this is a bundled contract, did the contractor meet the goals and objectives for small business participation? N/A

Government Comments for Comments on Small Business Subcontracting Plan
None entered - Contractor does not reply

Small Disadvantaged Business Goals

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, for small disadvantaged business (SDB) participation, monetary targets for SDB participation, and required notifications? N/A

Government Comments for Meeting SDB Subcontracting Requirements
None entered - Contractor does not reply

Customer Satisfaction

Is/was the contractor committed to customer satisfaction? Yes
Would you recommend the selection of this firm again? Yes

Government Comments for Customer Satisfaction
None entered - Contractor does not reply

Project Officer/COTR

Charles Disson
Phone: (360)819-7979 Ext: Fax:(360)819-7663

Internet Address:

Contractor Representative

Jeff Cox
Phone: (803)632-2012 Ext: Fax:(503)632-2013

Internet Address:

Contracting Officer

Wendy Gregg
Phone: (360)819-7560 Ext: Fax:(360)819-7663

Internet Address: Wendy.Gregg@fhwa.dot.gov

CONTRACTOR COMMENTS

Contractor's Comments for Quality of Product or Service
Evaluation not yet sent to Contractor. No Contractor Comments to display

Contractor's Comments for Cost Control
Evaluation not yet sent to Contractor. No Contractor Comments to display.

Contractor's Comments for Timeliness of Performance
Evaluation not yet sent to Contractor. No Contractor Comments to display

Contractor's Comments for Effectiveness of Management / Business Relations
Evaluation not yet sent to Contractor. No Contractor Comments to display.

Contractor's Comments for Compliance With Labor Standards
Evaluation not yet sent to Contractor. No Contractor Comments to display.

Contractor's Comments for Compliance With Safety Standards
Evaluation not yet sent to Contractor. No Contractor Comments to display.

Contractor's Comments for Overall Rating
Evaluation not yet sent to Contractor. No Contractor Comments to display

Contractor's Comments for Comment on subcontracts
Evaluation not yet sent to Contractor. No Contractor Comments to display.

Contractor's Comments for Contractor Manager/Principal Investigator
Evaluation not yet sent to Contractor. No Contractor Comments to display

Contractor's Comments for Contractor Key Person
Evaluation not yet sent to Contractor. No Contractor Comments to display.

Contractor's Comments for Contractor Key Person
Evaluation not yet sent to Contractor. No Contractor Comments to display.

Contractor's Comments for Comments on Small Business Subcontracting Plan
Evaluation not yet sent to Contractor. No Contractor Comments to display.

Contractor's Comments for Meeting SDB Subcontracting Requirements
Evaluation not yet sent to Contractor. No Contractor Comments to display.

Contractor's Comments for Customer Satisfaction
Evaluation not yet sent to Contractor. No Contractor Comments to display.

OMB CLEARANCE NO. 9000-0142
SOURCE SELECTION INFORMATION/CONFIDENTIAL



PRIME CONTRACTOR PERFORMANCE EVALUATION

| OFFICE USE ONLY | | |
|------------------------------|---|-------------------------|
| SENT TO CONTRACTOR ON | ENTERED IN SYSTEM ON | FINAL SCORE |
| 9/4/2007 | | |
| PROJECT MANAGER Ron Snell | PROJECT NAME US97: Madras NB & OR138 Jct. NB VMS | EVALUATION YEAR 2006 |
| CONTRACTOR PCR, Inc | | CONTRACT NO. 13,191 |

INSTRUCTIONS TO PROJECT MANAGER (PM): Answer questions 1-20, determine appropriate points to be assigned to each question and enter in the box next to the question. For questions that do not apply, enter '0' in the score box. A) If an authorized contractor representative is available, review the completed evaluation with the representative. Both PM and contractor representative are to sign and date the form. Forward the signed and dated original to the Contract Administration Engineer. Send a copy to the contractor's home office and ODOT Region office. B) If an authorized representative is unavailable to review the evaluation, sign and date the evaluation, fax a copy to the home office for their review and signature. After receiving a signed copy from contractor, send the original evaluation to the Contract Administration Engineer. Send a copy to the appropriate Region office. If the contractor does not return a signed copy within 16 calendar days, send copy to the Contract Administration Engineer and Region office.

SUPERVISION

- 1. Was the superintendent on the job at all critical times? (00150.40b)**
 If the superintendent was not available at critical times, the problem was serious enough for the PM to send a written notice to the contractor
 0 Notice = 3 pts. 1-2 Notices = 2 Pts. 3+ Notices = 1 Pt.
- | ENTER '0' FOR NON-APPLICABLE | |
|------------------------------|----------|
| SCORE | POSSIBLE |
| 3 | 3 |
- 2. Did the contractor comply with directions of PM or Inspector(s) in areas other than those already covered in this evaluation form? (00150.00)**
 If the contractor disregarded directions, the problem was serious enough for the PM to send a written notice to the contractor.
 0 Notice = 4 pts. 1 Notice = 2 Pts. 2+ Notices = 1 Pt.
- | | |
|---|---|
| 4 | 4 |
|---|---|
- 3. Did any of the contractor's supervisors have to be removed from the job? (00150.30)**
 If so, the PM sent written notice to the contractor directing removal of one of the subcontractor's supervisors and/or one of the contractor's supervisors from the project.
 0 Notice = 5 Pts. 1 Notice Re Sub's Supv. = 4 Pts. 1 Notice Re Prime's Supv. = 2 Pts. 1 Notice each Re Sub & Prime Supv. = 1 Pt.
- | | |
|---|---|
| 5 | 5 |
|---|---|

PROGRESS SCHEDULE

- 4. Was the contract completed within the allotted contract time and without liquidated damages? (00150.85)**
 not, at the conclusion of the project, calculate the total number of days in liquidated damages divided by adjusted contract time (in days).
 0% = 5 Pts. >0-2% = 4 Pts. >2-5% = 3 Pts. >5-10% = 2 Pts. >10% = 1 Pt.
- | | |
|---|---|
| 0 | 0 |
|---|---|
- 5. Did the contractor submit the required schedules and narrative reports? (00150.41)**
 If not, the problem was serious enough for the PM to withhold progress payment(s) and send a written notice to the contractor.
 0 Notice = 3 Pts. 1+ Notice = 1 Pt.
- | | |
|---|---|
| 2 | 3 |
|---|---|

QUALITY OF MATERIALS & WORKMANSHIP

- 6. Was the work completed with the quality of materials, workmanship or other quality specifications required? (00150.00 and 00150.70)**
 If not, the problem was serious enough for the PM to send a notice to the contractor to suspend work.
 0 Notice = 3 Pts. 1-2 Notices = 2 Pts. 3+ Notices = 1 Pt.
- | | |
|---|---|
| 3 | 3 |
|---|---|
- 7. Was all work completed on the project without the assessment of negative price adjustment(s) for materials or work that did not comply with contract quality requirements? (00150.25 through 00165)**
 If not, calculate the percentage as a total of the negative price adjustment divided by total contract payments.
 0% = 4 Pts. >0-1% = 3 Pts. >1-3% = 2 Pts. >3% = 1 Pt.
- | | |
|---|---|
| 4 | 4 |
|---|---|
- 8. Did ODOT allow non-specification work (quality of workmanship) to remain, even though no price adjustment was assessed? (00150.25 and 00165)**
 If so, it was serious enough that the PM sent written notice to the contractor to allow non-specification work to remain in place.
 0 Notice = 3 Pts. 1+ Notice = 2 Pts. 2+ Notices = 1 Pt.
- | | |
|---|---|
| 3 | 3 |
|---|---|
- 9. Did the contractor provide proper certification documents (00165.02 and 00160.70)**
 If not, the problem was serious enough for the PM to send a written notice to suspend work.
 0 Notice = 3 Pts. 1+ Notice = 2 Pts. 2+ Notices = 1 Pt.
- | | |
|---|---|
| 3 | 3 |
|---|---|
- 10. Was the project cleaned up and the final punch list completed in a timely manner? (00140.90)**
 If not, the problem was serious enough for the PM to send a written notice to the contractor to provide the necessary resources to complete cleanup and punchlist work.
 0 Notice = 3 Pts. 1+ Notice = 1 Pt.
- | | |
|---|---|
| 0 | 0 |
|---|---|

TOTAL THIS PAGE

| |
|----|
| 27 |
|----|

PAYMENT

11. Did the contractor comply with subcontractor and supplier payment requirements? (00170.10 and ORS 279.314)
 If not, ODOT sent written notice to the contractor or receipt of bond claim filing(s) from first tier suppliers and subcontractors. (This excludes retainage or monies which were actually in dispute.)

| | |
|---|---|
| 3 | 3 |
|---|---|

0 Notice = 3 Pts. 1-2 Notices = 2 Pts. 3+ Notices = 1 Pt.

12. Did the contractor comply with wage payment requirements for this project? (00170.65b)
 If not, ODOT had to send funds to BOLI so they could pay workers directly after the contractor refused to pay wages or correct underpayment.

| | |
|---|---|
| 3 | 3 |
|---|---|

No funds sent to BOLI = 3 Pts. 1+ times funds sent to BOLI = 1 Pt.

AFFIRMATIVE ACTION

13. Did the contractor meet the Commercially Useful Function (CUF) requirements for this project? (Disadvantaged Business Enterprise Provisions)

| | |
|---|---|
| 0 | 0 |
|---|---|

If not, the problem was serious enough for the PM to send a written notice notifying the contractor of the CUF violation.

0 Notice = 3 Pts. 1+ Notice = 1 Pt.

14. Did the contractor meet the Equal Employment Opportunity (EEO) requirements for this project? (EEO Provisions)

| | |
|---|---|
| 3 | 3 |
|---|---|

If not, the contractor had to submit a corrective action plan.

0 Notice = 3 Pts. 1+ Notice = 1 Pt.

15. Did the contractor fulfill the On-The-Job Training (OJT) requirements for this project? (OJT Provisions)

If not, at the conclusion of the project the PM sent written notice to the contractor notifying the contractor that the OJT provisions had not been met.

| | |
|---|---|
| 0 | 0 |
|---|---|

0 Notice = 2 Pts. 1+ Notice = 1 Pt.

SAFETY

16. Did the contractor comply with OSHA and contract safety regulations for this project? (00170.60)

| | |
|---|---|
| 3 | 3 |
|---|---|

If not, the problem was serious enough for the PM to send a written notice to the contractor to take corrective action.

0 Notice = 3 Pts. 1+ Notice = 1 Pt.

TRAFFIC CONTROL

17. Did the contractor provide and comply with the Traffic Control Plan? (00220.00 - 00225.97 and 00180.70)

| | |
|---|---|
| 3 | 3 |
|---|---|

If not, the problem was serious enough for the PM to send a written notice to the contractor to correct or suspend work.

0 Notice = 3 Pts. 1 Notice = 2 Pts. 2+ Notices = 1 Pt.

18. Were traffic restrictions on this project in accordance with contract allowances? (00220.00 - 00220.90)?

| | |
|---|---|
| 5 | 5 |
|---|---|

If not, the problem was serious enough for the PM to send a written notice to the contractor.

0 Notice = 5 Pts. 1 Notice = 3 Pts. 2+ Notices = 1 Pt.

COMPLIANCE WITH REGULATIONS

19. Did the contractor comply with the requirements referenced in (00290.00 through 00290.91) and any related permits acquired for the project?

If not, the PM sent a written notice to the contractor after the contractor disregarded contract requirements, or because the contractor failed to correct deficiencies.

| | |
|---|---|
| 3 | 3 |
|---|---|

0 Notice = 3 Pts. 1+ Notice = 1 Pt.

MAJOR BREACH

20. Did the contractor receive a breach of contract letter for this project from the Chief Engineer?

| | |
|---|---|
| 6 | 6 |
|---|---|

0 Breach = 6 Pts. 1 Breach = 1 Pt.

TOTAL SCORE TOTAL POSSIBLE

| | |
|----|----|
| 56 | 57 |
|----|----|

CONTRACT REPRESENTATIVE SIGNATURE AND DATE (Signature indicates that contractor has reviewed evaluation.)

[Signature] 9/7/07

Agree

Disagree

PROJECT MANAGER SIGNATURE AND DATE

Percentage Score

98.25%

Percentage Score

(TOTAL SCORE/TOTAL POSSIBLE)X100

NOTE: Use a separate sheet for additional comments and staple to the back of this document.



PRIME CONTRACTOR PERFORMANCE EVALUATION

| | | | | | |
|------------------------------------|--|---|--|-------------------------|--|
| SENT TO CONTRACTOR ON 4/12/2010 | | DATE RECEIVED | | OFFICE USE ONLY | |
| PROJECT MANAGER Mark Beeson | | PROJECT NAME 2007 ITS Urban Corridor | | EVALUATION YEAR 2009 | |
| CONTRACTOR PCR Inc. | | | | CONTRACT NO. C14048 | |

INSTRUCTIONS TO PROJECT MANAGER (PM): Answer questions 1-20, determine appropriate points to be assigned to each question and enter in the box next to the question. For questions that do not apply, enter '0' in the score box. A) If an authorized contractor representative is available, review the completed evaluation with the representative. Both PM and contractor representative are to sign and date the form. Forward the signed and dated original to the Contract Administration Engineer. Send a copy to the contractor's home office and ODOT Region office. B) If an authorized representative is unavailable to review the evaluation, sign and date the evaluation, fax a copy to the home office for their review and signature. After receiving a signed copy from contractor, send the original evaluation to the Contract Administration Engineer. Send a copy to the appropriate Region office. If the contractor does not return a signed copy within 16 calendar days, send copy to the Contract Administration Engineer and Region office.

SUPERVISION

1. Was the superintendent on the job at all critical times? (00160,40b)

If the superintendent was not available at critical times, the problem was serious enough for the PM to send a written notice to the contractor

0 Notice = 3 pts. 1-2 Notices = 2 Pts. 3+ Notices = 1 Pt.

ENTER '0' FOR NON-APPLICABLE

| SCORE | POSSIBLE |
|-------|----------|
| 3 | 3 |

2. Did the contractor comply with directions of PM or Inspector(s) in areas other than those already covered in this evaluation form? (00180,00)

If the contractor disregarded directions, the problem was serious enough for the PM to send a written notice to the contractor.

0 Notice = 4 pts. 1 Notice = 2 Pts. 2+ Notices = 1 Pt.

| | |
|---|---|
| 4 | 4 |
|---|---|

3. Did any of the contractor's supervisors have to be removed from the job? (00180,30)

If so, the PM sent written notice to the contractor directing removal of one of the subcontractor's supervisors and/or one of the contractor's supervisors from the project.

0 Notice = 5 Pts. 1 Notice Re Sub's Supv. = 4 Pts. 1 Notice Re Prime's Supv. = 2 Pts. 1 Notice each Re Sub & Prime Supv. = 1 Pt.

| | |
|---|---|
| 5 | 5 |
|---|---|

PROGRESS SCHEDULE

4. Was the contract completed within the allotted contract time and without liquidated damages? (00180,86)

If not, at the conclusion of the project, calculate the total number of days in liquidated damages divided by adjusted contract time (in days).

0% = 5 Pts. >0-2% = 4 Pts. >2-5% = 3 Pts. >5-10% = 2 Pts. >10% = 1 Pt.

| | |
|---|---|
| 5 | 5 |
|---|---|

5. Did the contractor submit the required schedules and narrative reports? (00100,41)

If not, the problem was serious enough for the PM to withhold progress payment(s) and send a written notice to the contractor.

0 Notice = 3 Pts. 1+ Notice = 1 Pt.

| | |
|---|---|
| 3 | 3 |
|---|---|

QUALITY OF MATERIALS & WORKMANSHIP

6. Was the work completed with the quality of materials, workmanship or other quality specifications required? (00160,00 and 00180,70)

If not, the problem was serious enough for the PM to send a notice to the contractor to suspend work.

0 Notice = 3 Pts. 1-2 Notices = 2 Pts. 3+ Notices = 1 Pt.

| | |
|---|---|
| 3 | 3 |
|---|---|

7. Was all work completed on the project without the assessment of negative price adjustment(s) for materials or work that did not comply with contract quality requirements? (00160,25 through 00165)

If not, calculate the percentage as a total of the negative price adjustment divided by total contract payments.

0% = 4 Pts. >0-1% = 3 Pts. >1-3% = 2 Pts. >3% = 1 Pt.

| | |
|---|---|
| 4 | 4 |
|---|---|

8. Did ODOT allow non-specification work (quality of workmanship) to remain, even though no price adjustment was assessed? (00160,25 and 00165)

If so, it was serious enough that the PM sent written notice to the contractor to allow non-specification work to remain in place.

0 Notice = 3 Pts. 1+ Notice = 2 Pts. 2+ Notices = 1 Pt.

| | |
|---|---|
| 3 | 3 |
|---|---|

9. Did the contractor provide proper certification documents (00165,02 and 00180,70)

If not, the problem was serious enough for the PM to send a written notice to suspend work.

0 Notice = 3 Pts. 1+ Notice = 2 Pts. 2+ Notices = 1 Pt.

| | |
|---|---|
| 3 | 3 |
|---|---|

10. Was the project cleaned up and the final punch list completed in a timely manner? (00140,80)

If not, the problem was serious enough for the PM to send a written notice to the contractor to provide the necessary resources to complete cleanup and punchlist work.

0 Notice = 3 Pts. 1+ Notice = 1 Pt.

| | |
|---|---|
| 3 | 3 |
|---|---|

TOTAL THIS PAGE

| | |
|----|--|
| 36 | |
|----|--|

PAYMENT

11. Did the contractor comply with subcontractor and supplier payment requirements? (00170.10 and ORS 270.314)
 (If not, ODOT sent written notice to the contractor or receipt of bond claim filing(s) from first tier suppliers and subcontractors. (This excludes retainage or monies which were actually in dispute.)

| | |
|---|---|
| 3 | 3 |
|---|---|

0 Notice = 3 Pts. 1-2 Notices = 2 Pts. 3+ Notices = 1 Pt.

12. Did the contractor comply with wage payment requirements for this project? (00170.65b)
 (If not, ODOT had to send funds to BOLI so they could pay workers directly after the contractor refused to pay wages or correct underpayment.

| | |
|---|---|
| 3 | 3 |
|---|---|

No funds sent to BOLI = 3 Pts. 1+ times funds sent to BOLI = 1 Pt.

AFFIRMATIVE ACTION

13. Did the contractor meet the Commercially Useful Function (CUF) requirements for this project? (Disadvantaged Business Enterprise Provisions)

If not, the problem was serious enough for the PM to send a written notice notifying the contractor of the CUF violation.

| | |
|---|---|
| 0 | 0 |
|---|---|

0 Notice = 3 Pts. 1+ Notice = 1 Pt.

14. Did the contractor meet the Equal Employment Opportunity (EEO) requirements for this project? (EEO Provisions)

If not, the contractor had to submit a corrective action plan.

| | |
|---|---|
| 3 | 3 |
|---|---|

0 Notice = 3 Pts. 1+ Notice = 1 Pt.

15. Did the contractor fulfill the On-The-Job Training (OJT) requirements for this project? (OJT Provisions)

If not, at the conclusion of the project the PM sent written notice to the contractor notifying the contractor that the OJT provisions had not been met.

| | |
|---|---|
| 0 | 0 |
|---|---|

0 Notice = 2 Pts. 1+ Notice = 1 Pt.

SAFETY

16. Did the contractor comply with OSHA and contract safety regulations for this project? (00170.60)

If not, the problem was serious enough for the PM to send a written notice to the contractor to take corrective action.

| | |
|---|---|
| 3 | 3 |
|---|---|

0 Notice = 3 Pts. 1+ Notice = 1 Pt.

TRAFFIC CONTROL

17. Did the contractor provide and comply with the Traffic Control Plan? (00220.00 - 00225.97 and 00180.70)

If not, the problem was serious enough for the PM to send a written notice to the contractor to correct or suspend work.

| | |
|---|---|
| 3 | 3 |
|---|---|

0 Notice = 3 Pts. 1 Notice = 2 Pts. 2+ Notices = 1 Pt.

18. Were traffic restrictions on this project in accordance with contract allowances? (00220.00 - 00220.90)?

If not, the problem was serious enough for the PM to send a written notice to the contractor.

| | |
|---|---|
| 5 | 6 |
|---|---|

0 Notice = 5 Pts. 1 Notice = 3 Pts. 2+ Notices = 1 Pt.

COMPLIANCE WITH REGULATIONS

19. Did the contractor comply with the requirements referenced in (00290.00 through 00290.91) and any related permits acquired for the project?

If not, the PM sent a written notice to the contractor either the contractor disregarded contract requirements, or because the contractor failed to correct deficiencies.

| | |
|---|---|
| 3 | 3 |
|---|---|

0 Notice = 3 Pts. 1+ Notice = 1 Pt.

MAJOR BREACH

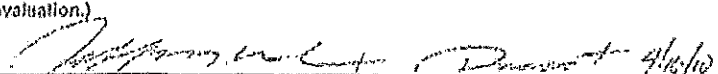
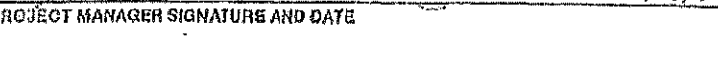
20. Did the contractor receive a breach of contract letter for this project from the Chief Engineer?

0 Breach = 6 Pts. 1 Breach = 1 Pt.

| | |
|---|---|
| 6 | 6 |
|---|---|

TOTAL SCORE TOTAL POSSIBLE

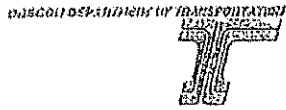
| | |
|----|----|
| 65 | 65 |
|----|----|

| | |
|--|--|
| CONTRACT REPRESENTATIVE SIGNATURE AND DATE (Signature indicates that contractor has reviewed evaluation.)  | |
| <input checked="" type="checkbox"/> Agree <input type="checkbox"/> Disagree | |
| PROJECT MANAGER SIGNATURE AND DATE  | |

Percentage Score
 100.00%

Percentage Score
 (TOTAL SCORE/TOTAL POSSIBLE)X100

NOTE: Use a separate sheet for additional comments and staple to the back of this document.



**Part B
PRIME CONTRACTOR PERFORMANCE EVALUATION**

| | | OFFICE USE ONLY | |
|----------------------------------|---|-----------------------------------|-------------------------|
| | | SENT TO CONTRACTOR ON 7/7/2010 | DATE RECEIVED |
| PROJECT MANAGER Dan Erpenbach | PROJECT NAME School Zone Flasher Units | | EVALUATION YEAR 2010 |
| CONTRACTOR PCR, Inc. | | CONTRACT NO. 14104 | |

INSTRUCTIONS TO PROJECT MANAGER (PM): Answer all questions in Part B determining and entering the appropriate points to be assigned to each question in the box next to question. For questions that do not apply, enter "0" in the score box. Review the completed evaluation with the Prime Contractor. If the Contractor is unavailable, sign and date the evaluation, and send a copy to the Prime Contractor office for their review and signature. The Contractor will return the completed copy to the PM and the PM will distribute copies.

FOR PURPOSE OF COMPLETING THIS EVALUATION: Verbal notice is defined as a formal notice documented in meeting minutes, speed memo or Project Manager's diary. Written notice is defined as a formal written letter signed by the Project Manager.

SUPERVISION

1. Was the superintendent on the job at all critical times? (00160.40b)
If the superintendent was not available at critical times, the problem was serious enough for the PM to send a written notice to the contractor

| | |
|-------|------|
| SCORE | POSS |
| 5 | 5 |

- 5 - Superintendent was available at all critical times
- 4 - PM had to give verbal notice regarding unavailability
- 3 - PM had to send written notice to contractor
- 2 - PM had to send 2nd written notice to contractor
- 1 - PM had to send 3 or more written notices

2. Did the PM need to have any of the contractor's staff or subcontractors staff removed from the job? (00160.30)
If so, the PM sent written notice to the contractor directing removal of one of the subcontractor's staff and/or one of the contractor's staff from the project.

| | |
|-------|------|
| SCORE | POSS |
| 5 | 5 |

- 5 - None removed or removed without direction from PM
- 4 - Subcontractor staff removed @ direction from PM
- 3 - Prime contractor staff removed @ direction from PM
- 2 - PM had to send multiple written notice to contractor for different topics
- 1 - PM had to send multiple written notices for one directive

3. Did contractor provide adequate supervision of all subcontractors? (00160.40)

| | |
|-------|------|
| SCORE | POSS |
| 5 | 5 |

- 5 - Good Supervision
- 4 - PM had to give verbal notice to prime contractor regarding supervision of subcontractors
- 3 - PM sent written notice regarding supervision of subcontractors
- 1 - PM sent multiple notices to contractor regarding supervision of subcontracts

4. Did contractor manage communication between subcontractors and PM office? (00160.40)

| | |
|-------|------|
| SCORE | POSS |
| 5 | 5 |

- 5 - Managed communications adequately
- 4 - PM had to provide verbal direction to contractor regarding communication of subs
- 3 - PM had to send written notice to contractor regarding communication of subs
- 1 - PM had to send multiple written notice regarding communication with subs

PROGRESS SCHEDULE

5. Was the contract completed within the adjusted contract time and without liquidated damages? (00160.06)
If not, at the conclusion of the project, calculate the total number of days in liquidated damages divided by adjusted contract time (in days).

| | |
|-------|------|
| SCORE | POSS |
| 5 | 5 |

- 5 - 0% (No liquidated damage)
- 4 - 0 - 2 %
- 3 - 2 - 5%
- 2 - 5 - 10%
- 1 - > 10%

TRAFFIC CONTROL

19. Did the contractor provide and comply with the Traffic Control Plan? (00220.00 - 00226.97 and 00180.70)
If not, the problem was serious enough for the PM to send a written notice to the contractor to correct or suspend work.

| | |
|---|--|
| 5 | |
|---|--|

- 5 - Contractor provided and was in compliance with TCP
- 4 - Contractor complied after verbal direction was provided by the PM
- 3 - PM sent written notice of TCP violation
- 2 - PM sent 2nd written notice of TCP violation
- 1 - PM sent more than 2 written notices of TCP violation

20. Were traffic restrictions on this project in accordance with contract allowances? (00220.00 - 00220.90)?
If not, the problem was serious enough for the PM to send a written notice to the contractor.

| | |
|---|--|
| 5 | |
|---|--|

- 5 - No significant issues
- 4 - Contractor cautioned verbally with respect to the traffic restrictions not in compliance with contract requirements
- 3 - PM sent written notice of non-compliance
- 2 - PM sent 2nd written notice of non-compliance
- 1 - PM sent more than 2 written notices of non-compliance

COMPLIANCE WITH REGULATIONS

21. Did the contractor comply with the requirements referenced in (00200.00 through 00200.91) and any related permits acquired for the project?

If not, the PM sent a written notice to the contractor after the contractor disregarded contract requirements, or because the contractor failed to correct deficiencies.

| | |
|---|--|
| 5 | |
|---|--|

- 5 - No significant issues
- 4 - PM provided regular verbal notice to correct deficiencies
- 3 - PM sent written notice to correct deficiencies
- 2 - PM sent 2nd written notice to correct deficiencies
- 1 - PM sent more than 2 written notices to correct deficiencies

22. Did the contractor submit all required environmental reports (i.e. PCP, ECP, etc.) in a timely fashion?

If not, the PM sent a written notice to the contractor after the contractor disregarded contract requirements, or because the contractor failed to correct deficiencies.

| | |
|---|---|
| 5 | 5 |
|---|---|

- 5 - No significant issues
- 4 - PM provided regular verbal notice
- 3 - PM sent written notice
- 2 - PM sent 2nd written notice
- 1 - PM sent more than 2 written notices

MAJOR BREACH

23. Did the contractor receive a breach of contract letter for this project?

| | |
|---|---|
| 5 | 5 |
|---|---|

- 5 - No
- 3 - Breach letter from Project Manager
- 1 - Breach letter from Chief Engineer

SECTION B SCORE

| TOTAL SCORE | TOTAL POSSIBLE |
|-------------|----------------|
| 100 | 100 |

| | |
|--|---|
| <p>CONTRACT REPRESENTATIVE SIGNATURE AND DATE (Signature indicates that contractor has reviewed evaluation.)</p> <p><i>[Signature]</i> 1/10/10</p> | <p><input checked="" type="checkbox"/> Agree</p> <p><input type="checkbox"/> Disagree</p> |
| <p>PROJECT MANAGER SIGNATURE AND DATE</p> | |

| |
|---|
| <p>Percentage Score</p> <p>100.00%</p> <p>Percentage Score</p> <p>(TOTAL SCORE/TOTAL POSSIBLE)X100</p> |
|---|

NOTE: Use a separate sheet for additional comments and staple to the back of this document.

Distribution (include Part A and Part B):
 Construction Section (Original)
 Region Manager
 Prime Contractor



Part B
PRIME CONTRACTOR PERFORMANCE EVALUATION

| | | | |
|-------------------------------------|--|-------------------------|---------------|
| | | OFFICE USE ONLY | |
| SENT TO CONTRACTOR ON 10/20/2011 | | DATE RECEIVED | DATE RETURNED |
| PROJECT MANAGER Paul Christensen | PROJECT NAME US101 Astoria-Mogler Bridge Solar Navigation Lights Sec. | EVALUATION YEAR 2011 | |
| CONTRACTOR P.C.R. Inc. | | CONTRACT NO. 14308 | |

INSTRUCTIONS TO PROJECT MANAGER (PM): Answer all questions in Part B determining and entering the appropriate points to be assigned to each question in the box next to the question. For questions that do not apply, enter 0 in the score box. Review the completed evaluation with the Prime Contractor. If the Contractor is unavailable, sign and date the evaluation, and send a copy to the Prime Contractor office for their review and signature. The Contractor will return the completed copy to the PM and the PM will distribute copies.

FOR PURPOSE OF COMPLETING THIS EVALUATION: Verbal notice is defined as a formal notice documented in meeting minutes, a memo or Project Manager's diary. Written notice is defined as a formal written letter signed by the Project Manager.

SUPERVISION

- 1. Was the superintendent on the job at all critical times? (00160.40b)**
If the superintendent was not available at critical times, the problem was serious enough for the PM to send a written notice to the contractor

| | |
|-------|----------|
| SCORE | POSSIBLE |
| 5 | 5 |

5 - Superintendent was available at all critical times
4 - PM had to give verbal notice regarding unavailability
3 - PM had to send written notice to contractor
2 - PM had to send 2nd written notice to contractor
1 - PM had to send 3 or more written notices

- 2. Did the PM need to have any of the contractor's staff or subcontractors staff removed from the job? (00160.30)**
If so, the PM sent written notice to the contractor detailing removal of one of the subcontractor's staff and/or one of the contractor's staff from the project.

| | |
|-------|----------|
| SCORE | POSSIBLE |
| 5 | 6 |

5 - None removed or removed without direction from PM
4 - Subcontractor staff removed @ direction from PM
3 - Prime contractor staff removed @ direction from PM
2 - PM had to send multiple written notices to contractor for different topics
1 - PM had to send multiple written notices for one directive

- 3. Did contractor provide adequate supervision of all subcontractors? (00160.40)**

| | |
|-------|----------|
| SCORE | POSSIBLE |
| 5 | 6 |

5 - Good Supervision
4 - PM had to give verbal notice to prime contractor regarding supervision of subcontractors
3 - PM sent written notice regarding supervision of subcontractors
1 - PM sent multiple notices to contractor regarding supervision of subcontracts

- 4. Did contractor manage communication between subcontractors and PM office? (00160.40)**

| | |
|-------|----------|
| SCORE | POSSIBLE |
| 5 | 6 |

5 - Managed communications adequately
4 - PM had to provide verbal direction to contractor regarding communication of subs
3 - PM had to send written notice to contractor regarding communication of subs
1 - PM had to send multiple written notices regarding communication with subs

PROGRESS SCHEDULE

- 5. Was the contract completed within the adjusted contract time and without liquidated damages? (00160.55)**
If no, at the conclusion of the project, calculate the total number of days in liquidated damages divided by adjusted contract time (in days).

| | |
|-------|----------|
| SCORE | POSSIBLE |
| 5 | 6 |

6 - 0% (No liquidated damage)
4 - 0 - 2 %
3 - 2 - 5 %
2 - 6 - 10 %
1 - > 10 %

TRAFFIC CONTROL

19. Did the contractor provide and comply with the Traffic Control Plan? (00220.00 - 00225.07 and 00180.70)
 If not, the problem was serious enough for the PM to send a written notice to the contractor to correct or suspend work.

| | |
|---|---|
| 5 | 5 |
|---|---|

- 6 - Contractor provided and was in compliance with TCP
- 4 - Contractor complied after verbal direction was provided by the PM
- 3 - PM sent written notice of TCP violation
- 2 - PM sent 2nd written notice of TCP violation
- 1 - PM sent more than 2 written notice of TCP violation

20. Were traffic restrictions on this project in accordance with contract allowances? (00220.00 - 00220.90)?
 If not, the problem was serious enough for the PM to send a written notice to the contractor.

| | |
|---|---|
| 5 | 5 |
|---|---|

- 6 - No significant issues
- 4 - Contractor cautioned verbally with respect to the traffic restrictions not in compliance with contract requirements
- 3 - PM sent written notice of non-compliance
- 2 - PM sent 2nd written notice of non-compliance
- 1 - PM sent more than 2 written notice of non-compliance

COMPLIANCE WITH REGULATIONS

21. Did the contractor comply with the requirements referenced in (00200.00 through 00200.91) and any related permits acquired for the project?

If not, the PM sent a written notice to the contractor after the contractor disregarded contract requirements, or because the contractor failed to correct deficiencies.

| | |
|---|---|
| 5 | 5 |
|---|---|

- 6 - No significant issues
- 4 - PM provided regular verbal notice to correct deficiencies
- 3 - PM sent written notice to correct deficiencies
- 2 - PM sent 2nd written notice to correct deficiencies
- 1 - PM sent more than 2 written notice to correct deficiencies

22. Did the contractor submit all required environmental reports (i.e. PCP, ECP, etc.) in a timely fashion?

If not, the PM sent a written notice to the contractor after the contractor disregarded contract requirements, or because the contractor failed to correct deficiencies.

| | |
|---|---|
| 5 | 5 |
|---|---|

- 6 - No significant issues
- 4 - PM provided regular verbal notice
- 3 - PM sent written notice
- 2 - PM sent 2nd written notice
- 1 - PM sent more than 2 written notice

MAJOR BREACH

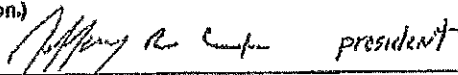
23. Did the contractor receive a breach of contract letter for this project?

| | |
|---|---|
| 5 | 5 |
|---|---|

- 5 - No
- 3 - Breach letter from Project Manager
- 1 - Breach letter from Chief Engineer

| TOTAL SCORE | TOTAL POSSIBLE |
|-------------|----------------|
| 105 | 105 |

SECTION B SCORE

| | |
|--|--|
| CONTRACT REPRESENTATIVE SIGNATURE AND DATE (Signature indicates that contractor has reviewed evaluation.)  | <input checked="" type="checkbox"/> Agree <input type="checkbox"/> Disagree |
| PROJECT MANAGER SIGNATURE AND DATE | |

| |
|--|
| Percentage Score 100.00% |
| Percentage Score (TOTAL SCORE/TOTAL POSSIBLE)x100 |

NOTE: Use a separate sheet for additional comments and staple to the back of this document.

Distribution (include Part A and Part B):
 Construction Section (Original)
 Region Manager
 Prime Contractor



**Part B
PRIME CONTRACTOR PERFORMANCE EVALUATION**

| | | OFFICE USE ONLY | |
|--------------------------------|---|-------------------------|-------------|
| SENT TO CONTRACTOR ON | | DATE RECEIVED | FINAL SCORE |
| PROJECT MANAGER Mark Beeson | PROJECT NAME HCRH: Guardrail Replacement Project | EVALUATION YEAR 2013 | |
| CONTRACTOR PCR Inc. | | CONTRACT NO. 14542 | |

INSTRUCTIONS TO PROJECT MANAGER (PM): Answer all questions in Part B determining and entering the appropriate points to be assigned to each question in the box next to the question. For questions that do not apply, enter '0' in the score box. Review the completed evaluation with the Prime Contractor. If the Contractor is unavailable, sign and date the evaluation, and send a copy to the Prime Contractor office for their review and signature. The Contractor will return the completed copy to the PM and the PM will distribute copies.

FOR PURPOSE OF COMPLETING THIS EVALUATION: Verbal notice is defined as a formal notice documented in meeting minutes, speed memo or Project Manager's diary. Written notice is defined as a formal written letter signed by the Project Manager.

SUPERVISION

1. Was the superintendent on the job at all critical times? (00150.40b)
If the superintendent was not available at critical times, the problem was serious enough for the PM to send a written notice to the contractor

| SCORE | POSSIBLE |
|-------|----------|
| 5 | 5 |

- 5 - Superintendent was available at all critical times
- 4 - PM had to give verbal notice regarding unavailability
- 3 - PM had to send written notice to contractor
- 2 - PM had to send 2nd written notice to contractor
- 1 - PM had to send 3 or more written notices

2. Did the PM need to have any of the contractor's staff or subcontractors staff removed from the job? (00180.30)
If so, the PM sent written notice to the contractor directing removal of one of the subcontractor's staff and/or one of the contractor's staff from the project.

| | |
|---|---|
| 5 | 5 |
|---|---|

- 5 - None removed or removed without direction from PM
- 4 - Subcontractor staff removed @ direction from PM
- 3 - Prime contractor staff removed @ direction from PM
- 2 - PM had to send multiple written notice to contractor for different topics
- 1 - PM had to send multiple written notices for one directive

3. Did contractor provide adequate supervision of all subcontractors? (00150.40)

| | |
|---|---|
| 5 | 5 |
|---|---|

- 5 - Good Supervision
- 4 - PM had to give verbal notice to prime contractor regarding supervision of subcontractors
- 3 - PM sent written notice regarding supervision of subcontractors
- 1 - PM sent multiple notices to contractor regarding supervision of subcontracts

4. Did contractor manage communication between subcontractors and PM office? (00150.40)

| | |
|---|---|
| 5 | 5 |
|---|---|

- 5 - Managed communications adequately
- 4 - PM had to provide verbal direction to contractor regarding communication of subs
- 3 - PM had to send written notice to contractor regarding communication of subs
- 1 - PM had to send multiple written notice regarding communication with subs

PROGRESS SCHEDULE

5. Was the contract completed within the adjusted contract time and without liquidated damages? (00180.35)
If not, at the conclusion of the project, calculate the total number of days in liquidated damages divided by adjusted contract time (in days).

| | |
|---|---|
| 1 | 5 |
|---|---|

- 5 - 0% (No liquidated damage)
- 4 - 0 - 2 %
- 3 - 2 - 5 %
- 2 - 5 - 10 %
- 1 - > 10 %

TRAFFIC CONTROL

19. Did the contractor provide and comply with the Traffic Control Plan? (00220.00 - 00226.97 and 00180.70)
If not, the problem was serious enough for the PM to send a written notice to the contractor to correct or suspend work.

| | |
|---|---|
| 5 | 5 |
|---|---|

- 5 - Contractor provided and was in compliance with TCP
- 4 - Contractor complied after verbal direction was provided by the PM
- 3 - PM sent written notice of TCP violation
- 2 - PM sent 2nd written notice of TCP violation
- 1 - PM sent more than 2 written notice of TCP violation

20. Were traffic restrictions on this project in accordance with contract allowances? (00220.00 - 00220.90)?
If not, the problem was serious enough for the PM to send a written notice to the contractor.

| | |
|---|---|
| 5 | 5 |
|---|---|

- 5 - No significant issues
- 4 - Contractor cautioned verbally with respect to the traffic restrictions not in compliance with contract requirements
- 3 - PM sent written notice of non-compliance
- 2 - PM sent 2nd written notice of non-compliance
- 1 - PM sent more than 2 written notice of non-compliance

COMPLIANCE WITH REGULATIONS

21. Did the contractor comply with the requirements referenced in (00290.00 through 00290.91) and any related permits acquired for the project?

If not, the PM sent a written notice to the contractor after the contractor disregarded contract requirements, or because the contractor failed to correct deficiencies.

| | |
|---|---|
| 5 | 5 |
|---|---|

- 5 - No significant issues
- 4 - PM provided regular verbal notice to correct deficiencies
- 3 - PM sent written notice to correct deficiencies
- 2 - PM sent 2nd written notice to correct deficiencies
- 1 - PM sent more than 2 written notice to correct deficiencies

22. Did the contractor submit all required environmental reports (i.e. PCP, ECP, etc.) in a timely fashion?
If not, the PM sent a written notice to the contractor after the contractor disregarded contract requirements, or because the contractor failed to correct deficiencies.

| | |
|---|---|
| 5 | 5 |
|---|---|

- 5 - No significant issues
- 4 - PM provided regular verbal notice
- 3 - PM sent written notice
- 2 - PM sent 2nd written notice
- 1 - PM sent more than 2 written notice

MAJOR BREACH

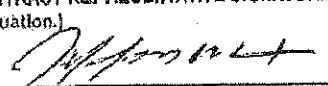

23. Did the contractor receive a breach of contract letter for this project?

| | |
|---|---|
| 5 | 5 |
|---|---|

- 5 - No
- 3 - Breach letter from Project Manager
- 1 - Breach letter from Chief Engineer

| TOTAL SCORE | TOTAL POSSIBLE |
|-------------|----------------|
| 108 | 115 |

SECTION B SCORE

| | | |
|---|--|--|
| CONTRACT REPRESENTATIVE SIGNATURE AND DATE (Signature indicates that contractor has reviewed evaluation.) | | <input type="checkbox"/> Agree |
|  | | <input checked="" type="checkbox"/> Disagree |
| PROJECT MANAGER SIGNATURE AND DATE | | |
|  12-9-13 | | |

| |
|----------------------------------|
| Percentage Score |
| 93.91% |
| Percentage Score |
| (TOTAL SCORE/TOTAL POSSIBLE)X100 |

NOTE: Use a separate sheet for additional comments and staple to the back of this document.

Distribution (Include Part A and Part B):
Construction Section (Original)
Region Manager
Prime Contractor



Part B
PRIME CONTRACTOR PERFORMANCE EVALUATION

| | | CONSTRUCTION SECTION USE ONLY | |
|----------------------------------|---|-------------------------------|--|
| SENT TO CONTRACTOR ON | | DATE RECEIVED | FINAL % SCORE |
| 2/11/14 | | | 100.00% |
| PROJECT MANAGER Wayne Staller | PROJECT NAME US26: VMS 185 to Cornell/Sherwood/I-84 at 2 | REVIEW PERIOD | <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Final |
| CONTRACTOR PCR Inc | | CONTRACT NO. C14509 | |

INSTRUCTIONS TO PROJECT MANAGER (PM): Answer all questions in Part B determining and entering the appropriate points to be assigned to each question in the box next to the question. For questions that do not apply, enter '0' in the score box. Review the completed evaluation with the Prime Contractor. If the Contractor is unavailable, sign and date the evaluation, and send a copy to the Prime Contractor office for their review and signature. The Contractor will return the completed copy to the PM and the PM will distribute copies.

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SUPERVISION

1. Was the superintendent on the job at all critical times? (00150.40)

If the superintendent was not available at critical times, the problem was serious enough for the PM to send a written notice to the contractor

| SCORE | POSSIBLE |
|-------|----------|
| 5 | 5 |

- 5 - Superintendent was available at all critical times
- 4 - PM had to give verbal notice regarding unavailability
- 3 - PM had to send written notice to contractor
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2. Did the PM need to have any of the contractor's staff or subcontractors staff removed from the job? (00180.30)

If so, the PM sent written notice to the contractor directing removal of one of the subcontractor's staff and/or one of the contractor's staff from the project.

| | |
|---|---|
| 5 | 5 |
|---|---|

- 5 - None removed or removed without direction from PM
- 4 - Subcontractor staff removed @ direction from PM
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- 1 - PM had to send multiple written notices for one directive

3. Did contractor provide adequate supervision of all subcontractors? (00150.40)

| | |
|---|---|
| 5 | 5 |
|---|---|

- 5 - Good Supervision
- 4 - PM had to give verbal notice to prime contractor regarding supervision of subcontractors
- 3 - PM sent written notice regarding supervision of subcontractors
- 1 - PM sent multiple notices to contractor regarding supervision of subcontracts

4. Did contractor manage communication between subcontractors and PM office? (00150.40)

| | |
|---|---|
| 5 | 5 |
|---|---|

- 5 - Managed communications adequately
- 4 - PM had to provide verbal direction to contractor regarding communication of subs
- 3 - PM had to send written notice to contractor regarding communication of subs
- 1 - PM had to send multiple written notice regarding communication with subs

PROGRESS SCHEDULE

5. Was the contract completed within the adjusted contract time and without liquidated damages? (00180.06)

If not, at the conclusion of the project, calculate the total number of days in liquidated damages divided by adjusted contract time (in days).

| | |
|---|---|
| 5 | 5 |
|---|---|

- 5 - 0% (No liquidated damage)
- 4 - 0 - 2 %
- 3 - 2 - 5%
- 2 - 5 - 10%
- 1 - > 10%

PCR Owned Equipment List

| Description | Age | Condition |
|---|------|-----------|
| Kubota KX161 Excavator | 2010 | Very Good |
| Volvo 160B LC Excavator | 2007 | Very Good |
| Case CX 130 Excavator | 2005 | Very Good |
| Kubota 161 Excavator | 2004 | Good |
| Case 580M 4x4 Backhoe | 2007 | Very Good |
| John Deere 750 Dozer | 1996 | Good |
| John Deere 450 Dozer | 1991 | Fair |
| Kenworth T-800 Dump Truck | 2002 | Very Good |
| Peterbuilt 379 Dump Truck | 1989 | Good |
| Peterbuilt 3000 gal water truck | 1979 | Good |
| Ingersol Rand 84" Drum roller | 1989 | Good |
| John Deere 570 Grader | 1989 | Good |
| International Tractor w/ Broom, Disk, Mower and Tiller | 1990 | Good |
| TD40 equipment trailer 20ton | 2001 | Very good |
| TD54 equipment trailer 30ton | 2002 | Very good |
| Chevy 1500 pickup | 2010 | Very good |
| Ford F350 | 2012 | Very good |
| Ford F250 | 2013 | NEW |

We have accounts at all the major rental and leasing yards. Halton, Pape, RSC, Modern machinery, United Rental, Neff, Feenaughty, Clyde West, Oregon Tractor, etc....
 If we need a piece of equipment for only a few weeks we usually rent, if it is needed for longer we would probably buy it. I put it in to a spread sheet and see what is most cost effective.

P.C.R., Inc.
PO Box 630
Beavercreek, OR 97004

OWNER/OFFICER: Jeffrey R. Cox
President

Phone: (503)723-6480 Fax: (503)882-7051 Cell: (503)329-0309
Physical Address: 19144 Molalla Ave, Suite B, Oregon City, OR 97045

Oregon Contractors License#: 134134 Type of Business: General Contractor
Washington License#: PCRINCR951P7 UBI #: 603-057-768

Federal Tax Id#: 93-1259592 Oregon Tax ID: 1022847-0
Type of Ownership: S - Corp. Date Incorporated: 1/2/1999

Duns Number: 06-111-9512 Oregon Corp. Reg #:668434-84

BANKING INFO:

Columbia Bank
Acct #1140012210

19550 Molalla Ave Ste 139
Oregon City, OR 97045

Bonding:
Willis of Portland

222 SW Columbia, Ste 600
Portland, OR 97201
Contact: Lynn Harris - VP
(503)244-4155

General Bond #:U2767119

VENDORS / TRADE REFERENCES:

| | | |
|--------------------------|----------------------|---------------------|
| CEMEX | Acct#:3076451 | (360)254-7770 |
| Red Hills Elec | | (503)554-8244 Bill |
| Knife River / Morse Bros | Acct#: 34382 | (541)928-6491 |
| Petro Card | Acct#: 00-0203077 | (800)950-3835 |
| Ferguson | Acct#: 71847 & 38235 | (503)735-8025 Carla |
| Sunbelt Rentals | Acct#: 301520 | (503)439-6262 |
| Les Schwab Tires | Acct# 220-21883 | (503) 657-1235 |

Kenneth D Black PE (retired)

Ken Black is a (retired) licensed professional engineer in the State of Oregon. He will be used in this project in a role that does not require him to seal documents. He holds Oregon PE license 15,305 in both Civil and Environmental Engineering. He holds a Bachelor's and Master's Degree in Civil/Environmental Engineering, and has been working as a Civil and Environmental Engineer since 1983.

Specific Local Projects relating to lime:

1993 – Clean Water Services Durham Lime Silo project – Project manager -Oversaw design and construction of a combined system that could accept either hydrated or pebble lime for the Durham WWTP. Additionally reviewed modifications to the system to alleviate problems in the years following the installation. The plant implemented a number of improvements based upon difficulties.

Reference – Nate Cullen

1995 – Clean Water Services Rock Creek Lime Silo project – Project manager - Oversaw design and construction of a hydrated lime system for the Rock Creek WWTP. Based on the lessons learned at Durham, the District determined not to pursue pebble lime capability. Even so there were some modifications to the system in following years.

Reference – Nate Cullen

2010 – Water Environment Services Tri City Lime Silo – Manufacturer's Representative – Worked with engineers, Slayden Construction, and Acrison during the design submittal process.

Reference – Dale Richwine

Other than these local projects, Ken has also worked with consultants designing lime systems throughout the Western US.

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Ken Black is a (retired) licensed professional engineer in the State of Oregon. He will be used in this project in a role that does not require him to seal documents. He holds Oregon PE license 15,305 in both Civil and Environmental Engineering. He holds a Bachelor's and Master's Degree in Civil/Environmental Engineering, and has been working as a Civil and Environmental Engineer since 1983.

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Reference – Dale Richwine

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SECTION 00340

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: Tri-City WPCP Lime Storage Silo Addition Project

Bid #: UNKNOWN Bid Closing: Date: 7/31/14 Time: 2:00

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

INSTRUCTIONS:

The bidder will check the box below stating "Not Applicable" if the bid value of the designated project is less than \$100,000. This form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time, but no later than the submittal date and time stated in this bid packet.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets with the project name clearly marked, at the location indicated by the specified disclosure deadline. See "Instructions to Bidders".

List below the Name, Dollar Value, and Category of Work for each first-tier subcontractor that would be furnishing labor, or labor and materials, for which disclosure is required. Check the box stating "No First-Tier Subcontractors" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

BIDDER DISCLOSURE:

NOT APPLICABLE - Amount bid for this project is less than \$100,000.

NO FIRST-TIER SUBCONTRACTORS - No first-tier subcontractors will be furnishing labor or labor and materials in connection with this project.

| SUBCONTRACTOR NAME | DOLLAR VALUE | CATEGORY OF WORK |
|-----------------------------|---------------|-------------------|
| 1. <u>Portland Electric</u> | <u>97,000</u> | <u>Electrical</u> |
| 2. <u>(orogeneity)</u> | | |
| 3. | | |
| 4. | | |

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price or \$15,000, whichever is greater. [If the Dollar Value is less than \$15,000 do not list the subcontractor above.]
- or-
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): PCR, INC.

Contact Name: Jeffrey R Cox Phone # 503-723-6480

END OF SECTION

BID OPENING REPORT

TRI-CITY WPCP-LIME STORAGE SILO ADDITION PROJECT PROJECT P202067

Bid Opening: 2:00 p.m. local time, on Thursday, July 31, 2014

Water Environment Services, 150 Beaver Creek Road, Oregon City, Oregon 97045

| | QUALIFIED BIDDERS (attended mandatory prebid) CONTRACTOR'S NAME | SIGNED BID FORM | ADDENDUMS | 5% BID BOND | NON- COLLUSION AFFIDAVIT | RESIDENT | SUBCONTRACTOR DISCLOSURE | REFERENCES | BID AMOUNT |
|---|---|--------------------|-----------|-------------------|--------------------------------|----------|-----------------------------|------------|------------|
| 1 | Marine Indust. Const. | Y | Y | Y | Y | Y | ✓ | Y | 579,400 |
| 2 | Wildish | Y | Y | Y | Y | Y | ✓ | Y | 755,197 |
| 3 | NW Metal Fab + Pipe | Y | Y | Y | Y | Y | ✓ | Y | 648,182 |
| 4 | PCR | Y | Y | Y | Y | Y | ✓ | Y | 579,000 |
| 5 | | | | | | | | | |
| 6 | | | | | | | | | |
| 7 | | | | | | | | | |
| 8 | | | | | | | | | |

SIGNED: J. Andersen

DATED: 7-31-14

P202-067
(Kliwer)



DJC

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Marc Caplan**, being first duly sworn, depose and say that I am a **Public Notice Manager** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Construction notice described as

Tri-City WPCP Lime Storage Silo Addition Project
Tri-City Service District; Bid Location Oregon City, OR, Clackamas County; Due 07/31/2014 at 02:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 2 time(s) in the following issues:

7/11/2014

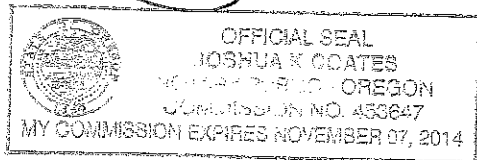
7/16/2014

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 16th DAY OF July, 2014

Marc Caplan

Notary Public-State of Oregon



Dewayne Kliwer
Water Environment Services
150 Beaver Creek Rd Ste 430
Oregon City, OR 97045-4302

TRI-CITY SERVICE DISTRICT
TRI-CITY WPCP LIME STORAGE SILO
ADDITION PROJECT

Bids due 2:00 PM, July 31, 2014
ADDENDUM TO INVITATION TO BID
Sealed Bids for furnishing all labor, materials and equipment required for the project will be received by Tri-City Service District at the office of the Water Environment Services, 150 Beaver Creek Road, Oregon City, Oregon 97045, Attention Dewayne Kliwer, Project Manager, until the **BID CLOSING TIME NOW AMENDED TO BE** at 2:00 p.m. local time, on July 31, 2014 at which time the bids will be publicly opened and read. No bids will be received after **BID CLOSING TIME**.

The Work contemplated under this project includes furnishing and installing a new lime storage silo and conveyance system on a furnished concrete pad adjacent to the existing lime system, at the Tri-City Water Pollution Control Plant located at 15941 S. Agnes in Oregon City, Oregon 97045, all as indicated in the Bid Documents.

The Bidding Documents, INCLUDING THE ADDENDUM #1, may be examined and obtained at Water Environment Services, a department of Clackamas County, 150 Beaver Creek Road, Oregon City, Oregon 97045, (503) 742-4567.

Documents can also be viewed and downloaded at www.clackamas.us/wes under Bids & RFP's where it will be the BIDDERS responsibility to inform the OWNER of their contact information for

future additional information such as Addendums or other project related clarifications.

A second opportunity to attend a mandatory pre-bid conference is being made available. Another pre-bid conference will be held on July 22nd, 2014, at the Tri-City Water Pollution Control Plant Administration Building conference room located at 15941 S. Agnes, Oregon City, Oregon 97045 and will commence at 9:00 A.M. Interested prospective prime BIDDERS must have attended and participated in one of the two pre-bid conferences being offered and interested sub-bidders and suppliers are also encouraged to attend. Bids received from prime BIDDERS who did not attend one of the two pre-bid conferences will not be opened or considered.

Dated this 11th day of July 2014.
PUBLISHED July 11 & 16, 2014

AFFIDAVIT OF PUBLICATION

P202067
(Kliewer)



DJC

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Marc Caplan**, being first duly sworn, depose and say that I am a **Public Notice Manager** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Construction notice described as

Tri-City WPCP Lime Storage Silo Addition Project
Clackamas County Water Environment Services; Bid Location Oregon City, OR, Clackamas County; Due 07/17/2014 at 02:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 2 time(s) in the following issues:

6/25/2014

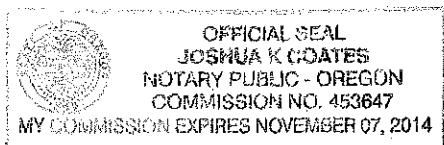
7/2/2014

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 2nd DAY OF July, 2014

Marc Caplan

Notary Public-State of Oregon



Dewayne Kliewer
Clackamas County Water Environment Services
150 Beaver Creek Rd
Oregon City, OR 97045-4302

TRI-CITY SERVICE DISTRICT
TRI-CITY WPCP LIME STORAGE SILO
ADDITION PROJECT
Bids due 2:00 PM, July 17th, 2014
INVITATION TO BID

Sealed Bids for furnishing all labor, materials and equipment required for the project will be received by Tri-City Service District at the office of the Water Environment Services, 150 Beaver Creek Road, Oregon City, Oregon 97045, Attention Dewayne Kliewer, - Project Manager, until the BID CLOSING TIME at 2:00 p.m. local time, on July 17th, 2014 at which time the bids will be publicly opened and read. No bids will be received after BID CLOSING TIME.

The Work contemplated under this project includes furnishing and installing a new lime storage silo and conveyance system on a furnished concrete pad adjacent to the existing lime system, at the Tri-City Water Pollution Control Plant located at 15941 S. Agnes in Oregon City, Oregon 97045, all as indicated in the Bid Documents.

The Bidding Documents may be examined and obtained at Water Environment Services, a department of Clackamas County, 150 Beaver Creek Road, Oregon City, Oregon 97045, (503) 742-4567.

Documents can also be viewed and downloaded at www.clackamas.us/wes under Bids & RFP's where it will be the BIDDERS responsibility to inform the OWNER of their contact information for future additional information such as Addendums or other project related clarifications.

A mandatory pre-bid conference will be held on July 8th, 2014, at the Tri-City Water Pollution Control Plant Administration Building conference room located at 15941 S. Agnes, Oregon City, Oregon 97045 and will commence at 9:00 A.M. Interested prospective prime BIDDERS must attend and participate in the conference and interested sub-bidders and suppliers are also encouraged to attend. Bids received from prime BIDDERS who did not attend the mandatory pre-bid conference will not be opened or considered.

Dated this 25th day of June 2014.
Published June 25 & July 2, 2014.



Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

J. Michael Read
Interim Director

August 21, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

APPROVAL AND ACCEPTANCE OF A SERVICE CONNECTION
MORTGAGE IN THE NORTH CLACKAMAS SERVICE AREA FOR
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

| | |
|--|--|
| Purpose/Outcome | To place a Connection Mortgage on the tax lot 37E04B 01500 in order for the property to connect to the public sewerage system. |
| Dollar Amount and Fiscal Impact | \$15,990.00 |
| Funding Source | Not applicable. |
| Safety Impact | None. |
| Duration | Effective August 21, 2014 and terminates on January 31, 2025 |
| Previous Board Action/Review | None |
| Contact Person | J. Michael Read, Interim Director – Water Environment Services - 742-4560 |
| Contract No. | |

BACKGROUND:

The property owner listed on the attached service connection mortgage has qualified under the requirements of the District's Rules and Regulations, which allow for payment of systems development charges by semi-annual installment payments secured by a mortgage on the property owned by Allen G & Laura L Toetly.

Map and Tax Lot: 37E04GB 01500. The mortgage is in the amount of \$15,990.00 and will be repaid over a ten-year period. District counsel has reviewed and approved the mortgage as to form.

RECOMMENDATION:

We respectfully recommend that the Board of Commissioners accept the attached service connection mortgage as allowed by CCSD No.1 Rules and Regulations.

Respectfully submitted,

J. Michael Read
Interim Director

No Change in Tax Statements

After recording, return to:

Water Environment Services
Clackamas County Service District No.1
150 Beaver Creek Rd
Oregon City, OR 97045

Space Left Blank for Recording Stamp

Accepted By Clackamas County

Agenda Date & Number: _____

OR

Board Order Number: _____

**CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
SERVICE CONNECTION MORTGAGE**

THIS MORTGAGE is made this 2nd day of August, 2014 by and between Allen G & Laura L Toetly (herein called "Mortgagors") and Clackamas County Service District No. 1, Clackamas County, Oregon (hereinafter called "District").

RECITAL

Mortgagor has voluntarily applied to District to connect to the public sewerage system. By its duly adopted Rules and Regulations, District has imposed system development and collection sewer charges of \$ 15,990.00 for the privilege of connecting the property described on Exhibit A for tax lot 37E04B 01500 attached hereto and incorporated by reference, to the District's sewerage system.

Mortgagor desires to defer payment of the system development and collection sewer charges and the District has agreed to such deferral. Therefore the parties agree as follows:

1. **Definitions.** As used herein the following terms shall have the following meanings.
 - 1.1 **Event of Default.** Any of the happenings and occurrences described in paragraph 4.
 - 1.2 **Fixtures.** To the extent of Mortgagor's interest therein, all fixtures now, or to any time hereafter, attached to or used in any way in connection with the operation, use or occupation of the Real Property, including, without limitation, all machinery and equipment, furniture and furnishings, screens, awnings, storm windows and doors, window shades, floor coverings, shrubbery, plants, boilers, tanks, furnaces, radiators, fire prevention and extinguishing apparatus, security and access control apparatus, communications apparatus, all heating, lighting, plumbing, gas, electric, ventilation, refrigerating, air conditioning and incinerating equipment of whatever kind and nature, all of which are hereby declared and shall be deemed to be fixtures and accessory to the fee and part of the Real Property as between the

parties hereto, their heirs, legal representatives, successors and assigns and all persons claiming by, through or under them.

1.3 Improvements. All buildings and other improvements and all additions thereto and alterations thereof now, or at any time hereafter, located upon the Land or any part thereof.

1.4 Indebtedness. The promissory note made by Mortgagor, payable to District, dated this date, in the amount of \$ 15,990.00 the final payment of which, if not sooner paid is due January 31st 2025, as may be extended, renewed, modified, or amended, and including any adjustments and interest, principal and payment terms.

1.5 Land. The property described on attached Exhibit A.

1.6 Obligations. The covenants, promises and other obligations (other than the Indebtedness) made or owing by Mortgagor to or due District under this Mortgage.

1.7 Real Property. The Land, the Improvements and the Fixtures together with all rights, privileges, permits, licenses, tenements, hereditaments, rights-of-way, easements and appurtenances of the Land, and all right, title and interest of Mortgagor in and to any streets, ways, alleys or strips adjoining the Land or any part thereof.

2. Grant. To secure payment of the Indebtedness and performance and discharge of the Obligations, Mortgagor hereby grants, bargains, sells and conveys and assigns to Mortgagor, a mortgage on the real property.

3. Covenants. Until the entire Indebtedness has been paid in full, Mortgagor covenants and agrees as follows:

3.1 Repayment of Indebtedness. Mortgagor agrees to pay to the District system development and collection sewer charges of \$ 15,990.00 in not less than twenty equal installments of \$ 799.50 on the first day of January and July of each year, together with and in addition to each said installment, interest on the unpaid principal balance, as of the principal payment date, at the prime rate of interest being charged on that date by the bank doing business in Oregon and having the largest deposits. Payments received shall be applied first to accrued interest and then to principal.

3.2 Future Advances. The parties hereto agree that if there is a change in class of service requiring the payment of additional system development and collection sewer charges, District, at its option and if the owner qualifies pursuant to the criteria in the Rules and Regulations, may allow those additional system development and collection sewer charges to be financed and secured by this mortgage without loss of priority.

3.3 Compliance with Laws. Mortgagor will promptly and faithfully comply with, conform to, and obey all present and future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency which may be applicable to it or to the Real Property, or any part thereof, or to the use or manner of use,

occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Real Property, or any part thereof, whether or not such law, ordinance, rule, order, regulation or requirement necessitates structural changes or improvements or interferes with the use or enjoyment of the Real Property.

3.4 Payment of Taxes and Other Government Charges. Mortgagor will promptly pay and discharge, or cause to be paid and discharged, before delinquency, all real estate and personal property taxes and other taxes and assessments, water and sewer rates and charges, and other governmental charges and any interest or costs for penalties with respect thereto, and charges for any easement or agreement maintained for the benefit of the Real Property which at any time prior to or after the execution of this Mortgage may be assessed, levied or imposed upon the Real Property, or the rent or income received therefrom, or any use of occupancy thereof, and any other taxes, assessments, fees and governmental charges levied, imposed or assessed upon or against Mortgagor or any of Mortgagor's properties.

3.5 Repair. Mortgagor will keep the Real Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof, and will use Mortgagor's best efforts to prevent any act or thing which might impair the value or usefulness of the Real Property. Mortgagor shall not make any alternations or additions to the Improvements or remove any of the Improvements if such alternations, additions or removal would impair the value of the Real Property.

3.6 Inspection. District shall have the right, individually or through agents, at all reasonable times to inspect the Real Property.

3.7 Indemnification. Mortgagor shall indemnify and hold District and District's agents, legal representatives, heirs, successors and assigns harmless against any and all claims, demands, losses, liabilities, costs and expenses (including, without limitation, attorney fees at trial and on any appeal or petition for review) arising out of or in any way related to or affecting the Real Property or Mortgagor's use thereof.

3.8 Construction Liens. Mortgagor shall not permit or suffer any construction or similar lien on any of the Real Property, except as such liens may be filed in the normal course by contractors, suppliers and the like. Mortgagor shall remove or cause the removal of all such liens by payment of amounts due on account thereof. If Mortgagor desires to contest any such lien, immediately upon the commencement of any litigation concerning the same, Mortgagor may contest the lien by posting a bond necessary for its removal.

4. **Events of Default.** Each of the following shall be an Event of Default.

4.1 **Failure to Pay.** The failure of the Mortgagor to pay any portion of the Indebtedness when it is due.

4.2 **Other Defaults.** The failure of Mortgagor to observe or perform any of the Obligations, other than as specified in this paragraph 4, within 10 days after notice from District specifying the nature of the deficiency. No notice of default and opportunity to cure shall be required if during the prior 12 months District has already sent a notice to Mortgagor concerning a deficiency in performance of the same obligation.

4.3 **Insolvency.** The insolvency of Mortgagor; abandonment of the Real Property, or any parcel or portion thereof; an assignment by Mortgagor for the benefit of creditors; the filing by Mortgagor of a voluntary petition in bankruptcy or an adjudication that Mortgagor is bankrupt; the appointment of a receiver for the property of Mortgagor; or the filing of an involuntary petition in bankruptcy and the failure of Mortgagor to secure the dismissal of the petition within 30 days after filing. Any Event of Default under this paragraph 4 shall apply and refer to Mortgagor, any guarantor of the Indebtedness, and to each of the individuals or entities which are collectively referred to as "Mortgagor."

4.4 **Transfer.** The sale, conveyance, transfer or other disposition of the Real Property, or any part thereof, or any interest therein, including the transfer of possessory rights therein, directly or indirectly, either voluntarily, involuntarily or by operation of law, by contract, deed or otherwise, without District's prior written consent, which consent shall not be unreasonably withheld. The District may attach such conditions to its consent as District may determine in its sole discretion, including without limitation, an increase in the interest rate or the payment of transfer of assumption fees and the payment of administrative and legal fees and costs incurred by District.

4.5 The default under any superior encumbrance to this mortgage.

5. **Remedies.** Upon the occurrence of any Event of Default, District may exercise any one or more of the following remedies:

5.1 **Acceleration.** Declare the unpaid portion of the Indebtedness to be immediately due and payable.

5.2 **Foreclosure.** Foreclose this Mortgage in the manner provided by law for mortgage foreclosures.

5.3 **Receiver.** District shall be entitled, as a matter of right, without notice and ex parte, and without regard to the value or occupancy of the security, or the solvency of Mortgagor or the adequacy of the Real Property as security, to have a receiver appointed to enter upon and take possession of the Real Property, collect the rents therefrom, and apply the same as

the court may direct. Any receiver appointed may serve without bond. District shall not be disqualified to serve as receiver. The expense of the receivership (including counsel fees and other costs) shall be secured by this Mortgage.

5.4 Remedies Cumulative and Concurrent. The rights and remedies of District as provided in the Indebtedness and this Mortgage shall be cumulative and concurrent and may be pursued separately, successively, or together against Mortgagor or against other obligors, or against the Real Property, or any one or more of them, at the sole discretion of District, and may be exercised as often as occasion therefore shall arise.

5.5 Nonwaiver. The election of District not to exercise any option or remedy which they may have under this Mortgage with respect to any Event of Default shall not be deemed a waiver of District's right to exercise such rights or options as to any proceeding or subsequent Event of Default, nor shall it be deemed a waiver with respect to that Event of Default or any other remedy available to District under this Mortgage, the Note or applicable law.

5.6 Termination of Services. Mortgagor agrees that sanitary sewer service is necessary and vital for the continued use and functioning of the subject real property. If a default occurs under the terms of this Trust Deed, which default is not cured thirty days following written notice to Mortgagor, the beneficiary, in addition to any other remedies, may terminate sewer service to the subject property. Mortgagor, or its successors or assigns, shall be responsible for all costs associated with disconnection of service and reconnection to the public sewerage system.

6. Miscellaneous.

6.1 District's Right to Act. Upon an Event of Default, District may, at District's option and without waiver of the default, perform the same on behalf of Mortgagor. Expenditures made or charges incurred by District for the foregoing purposes shall be paid by Mortgagor to District immediately upon demand and shall be secured by this Mortgage. Nothing herein shall require District to advance monies for any purpose or to do any other act, and District shall not incur any personal liability because of District's action or inaction under this paragraph.

6.2 Attorney Fees and Costs. In the event action is instituted to enforce or interpret any of the terms of this Mortgage, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the action, as set by court, at trial, on appeal or review.

6.3 Time of Essence. Time is of the essence in the payment of the Indebtedness and the Performance of the Obligations under and secured by this Mortgage.

6.4 **Applicable Law.** This Mortgage shall be governed by and construed according to the laws of the State of Oregon.

6.5 **Interpretation.** In interpreting this Mortgage, the singular shall include the plural. If Mortgagor consists of more than one person or entity, each such person and entity shall be jointly and severally liable to pay the Indebtedness and perform the Obligations.

6.6 **Severability.** In case any one or more of the Obligations shall be invalid, illegal or unenforceable in any respect, the validity of the Indebtedness and remaining Obligation shall be in no way effected, prejudiced or disturbed thereby.

6.7 **Modification.** This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

IN WITNESS WHEREOF, the Mortgagor has set his/her/their hand on the day and year first herein above written.

Allen Toetly
(Legal owner)

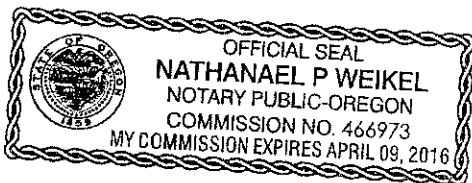
Laura Lee Toetly
(Legal owner)

PO Box 9 Welches OR 97067
Mailing Address

S/A
Mailing Address

STATE OF Oregon)
County of Clackamas) ss.)

Personally appearing the above named Allen G. Toetly and Laura Lee Toetly, as LEGAL OWNERS and acknowledged the foregoing instrument to be THEIR voluntary act and deed on this 2nd day of August, 2014.



Nathanael P. Weikel
Notary Public for Oregon
My Commission Expires April 9, 2016

EXHIBIT "A"

All of that portion described in deed reference 2013-061324

(Tax Lot 37E04B 01500)
Lot 20, Hoodland Park Estates