



**DAN JOHNSON**  
DIRECTOR

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

December 16, 2021

Board of Commissioners  
Clackamas County

Members of the Board:

Approval to apply for a Community Development Block Grant  
to install an RRFB at the SE Park Ave- SE River Road Intersection

<b>Purpose/ Outcomes</b>	Approval to apply for a Community Development Block Grant (CDBG) to install a Rectangular Rapid Flashing Beacon (RRFB) at the intersection of SE Park Ave-SE River Road.
<b>Dollar Amount and Fiscal Impact</b>	\$127,680.00 in grant funds will be requested. Matching funds in the amount of \$31,920.00 (20%) will be provided from County Road Use Funds. Total project cost is \$159,600.00.
<b>Funding Source</b>	Clackamas County Road Use Funds will contribute \$31,920.00 No county general funds will be involved.
<b>Duration</b>	Application review process is anticipated to be completed by February 22, 2022. Grant award announcements should occur during the second quarter of the 2022 calendar year. If awarded, project development would begin in FY 2022-2023.
<b>Previous Board Action</b>	12/14/21: Discussion item at issues
<b>Strategic Plan Alignment</b>	1. How does this item align with your department's Strategic Business Plan goals? This project will help meet the goal to provide travelers safe roads that are in good condition. 2. How does this item align with the County's Performance Clackamas goals? This project aligns with the Performance Clackamas Goal that by 2026 100% of county residents and businesses have access to safe and affordable infrastructure including multimodal transportation facilities.
<b>Counsel Review</b>	This items does not require Counsel Review. Finance has reviewed the lifecycle form.
<b>Procurement Review</b>	1. Was this item processed through Procurement? No 2. If no, provide brief explanation: This project is a grant application. If funds are awarded it will be processed through procurement.
<b>Contact Person</b>	Scott Hoelscher, Senior Transportation Planner - 742-4533

**BACKGROUND:**

The Community Development Division of H3S administers the federal Community Development Block Grant (CDBG) program, which provides funding for a variety of housing and transportation capital projects and programs in low-moderate income areas throughout Clackamas County. This project is located in Oak Grove at the intersection of SE River Road and SE Park Ave, an area with over 50 % low-moderate income residents. The project will install a new crosswalk and Rectangular Rapid Flashing Beacon (RRFB) adjacent to the Willamette View Senior Housing complex. An RRFB is a user-activated flashing light system that supplements warning signs at un-signalized intersections or mid-block crosswalks. RRFBs are helpful in alerting drivers to yield to pedestrians or bicyclists when they are crossing the road. The project will include associated intersection

crosswalk improvements: advance warning signs on SE River Rd and ladder stripping on the SE River Road pavement roadway. The new crosswalk will benefit residents of Willamette View; other high density housing to the north and the larger surrounding neighborhood. The project will address safety concerns related to seniors and other people crossing SE River Road, which is an arterial roadway. Currently there is no crosswalk connecting Willamette View to the existing sidewalks on SE Park Ave, which leads to the Trolley Trail multiuse path and the MAX Orange Line Park Avenue station. This project will improve the transportation system by providing seniors and other area residents a safer place to cross SE River Road. Applications are due on December 22, 2022.

**RECOMMENDATION:**

Staff respectfully recommends approval for the Department of Transportation and Development to apply for the CDBG grant in the amount of \$127,680.

Respectfully Submitted,

*Scott Hoelscher*

Scott Hoelscher  
Senior Transportation Planner

# Financial Assistance Application Lifecycle Form

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

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

## \*\* CONCEPTION \*\*

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

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

Lead Department & Fund:

Transportation and Development

Application for:  Subrecipient Assistance  Direct Assistance  
Grant Renewal?  Yes  No

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

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

Community Development Block Grant Program

Funding Source: Federal  State  Local

Requestor Information (Name of staff person initiating form):

Scott Hoelscher

Requestor Contact Information:

scotthoe@clackamas.us 503-577-5057

Department Fiscal Representative:

Diedre Landon

Program Name or Number (please specify):

Long Range Planning

Brief Description of Project:

This project will install a new crosswalk with a Rectangular Rapid Flashing Beacon (RRFB) at the intersection of SE River Road and SE Park Ave. The crosswalk will connect to the existing sidewalk network and the recently constructed American with Disability Act (ADA) curb ramps at the Willamette View Senior Housing Complex.

Name of Funding Agency:

U.S. Department of Housing and Urban Development (HUD) distributed by Clackamas County H3S

Agency's Web Address for funding agency Guidelines and Contact Information:

<https://www.clackamas.us/communitydevelopment/improvement.html>  
Mark Sirios, 503-655-8591

OR

Application Packet Attached:  Yes  No

Completed By:

Scott Hoelscher

11/23/21

Date

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

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

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

14.218; 14.228

Funding Agency Award Notification Date:

Winter 2022

Announcement Date:

Nov. 11, 2021

Announcement/Opportunity #:

Grant Category/Title:

HUD CDBG Grant

Max Award Value:

\$153,920

Allows Indirect/Rate:

Match Requirement:

20%

Application Deadline:

Dec 22, 2021

Other Deadlines:

Award Start Date:

July 1, 2022

Other Deadline Description:

Award End Date:

N/A

Completed By:

Program Income Requirement:

Pre-Application Meeting Schedule:

N/A

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

**Mission/Purpose:**

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

The mission of the Department of Transportation and Development is to provide transportation maintenance and construction, neighborhood enhancement, land use, planning, permitting and dog services to residents, property owners, businesses and the traveling public so they and future generations can experience and invest in a healthy, safe and livable community. This proposal addresses safety of the traveling public by constructing a new crosswalk with RRFB flashers so community members can more safely and comfortably walk across the street.

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

None - DTD is best suited to perform the work associated with making safety improvements in the public ROW.

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

The objective is to obtain funding for construction of a project that will provide a safe, comfortable place for seniors and other community members to cross River Road. The objective will be met by constructing an RRFB that Willamette View wanted to include with the recent development expansion but was unable to install due to the grant. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

The grant would fund a standalone capital project. This project does not fund an existing program.

**Organizational Capacity:**

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

Yes. We will use existing Department of Transportation and Development staff to manage the grant and the contractors. No other staff is needed at this time. The installation of the RRFB will be contracted out to a private company which is budgeted for in the grant request.

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

There are no partnership efforts required. The lead department for this project is the Department of Transportation and Development. DTD is coordinating with Willamette View Senior Housing on the RRFB.

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

This project is not a pilot project.

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

This project will not create a new program. The grant is to purchase and install an RRFB, a needed capital investment.

**Collaboration**

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

The lead department for this project is the Department of Transportation and Development. No other departments will be involved in this project if awarded.

**Reporting Requirements**

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

All CDBG Funding Agreements with H3S include all the reporting requirements. H3S does all the reporting to HUD.

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

Cost documentation and task tracking is planned in order to evaluate the grant performance.

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

To be determined.

**Fiscal**

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

Yes. This is an opportunity to obtain funding for a high priority project identified by our Traffic Safety Division as an urgent need.

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

Yes, the other revenue source required is a 20% match. The county road fund will provide required matching funds in the form of contractor payments and staff time for inspections/project management.

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

There is a 20% match required. The project estimate is \$192,400 which equates to a \$38,480 match amount and a \$153,920 grant request.

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

§ 570.206 Program administrative costs. (e) Indirect costs. Indirect costs may be charged to the CDBG program under a cost allocation plan prepared in accordance with 2 CFR part 200, subpart E.

Program Approval:

Karen Buehrig

12/7/21

Karen Buehrig

Digitally signed by Karen Buehrig  
Date: 2021.12.07 09:25:04 -08'00'

Name (Typed/Printed)

Date

Signature

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

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

**Section IV: Approvals**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Mike Bezner	12/07/21	Mike Bezner <small>Digitally signed by Mike Bezner Date: 2021.12.07 10:51:32 -08'00'</small>
Name (Typed/Printed)	Date	Signature

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Dan Johnson	12/07/21	Dan Johnson <small>Digitally signed by Dan Johnson Date: 2021.12.07 10:52:19 -08'00'</small>
Name (Typed/Printed)	Date	Signature

<b>FINANCE ADMINISTRATION</b>		
Elizabeth Comfort	12.8.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.12.08 07:01:28 -08'00'</small>
Name (Typed/Printed)	Date	Signature

<b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)</b>		
Name (Typed/Printed)	Date	Signature

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

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

**For applications less than \$150,000:**

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

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

BCC Agenda item #:

Date:

OR

Policy Session Date:

---

County Administration Attestation

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



**DAN JOHNSON**  
DIRECTOR

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

December 16, 2021

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of intergovernmental agreement with the Oregon Department of Transportation – Transportation Safety Division (ODOT-TSD) for the purposes of Safe Communities Grant Renewal

<b>Purpose/ Outcomes</b>	Approval of an intergovernmental agreement with the Oregon Department of Transportation to support the build out of a comprehensive marketing and outreach campaign materials with a particular focus on addressing driving under the influence of marijuana.
<b>Dollar Amount and Fiscal Impact</b>	The contract maximum is \$50,000. Grant match requirement is 20% and will be met with staff time.
<b>Funding Source</b>	Road Fund
<b>Duration</b>	At time of agreement execution and terminates on September 30, 2022
<b>Previous Board Action</b>	8/2/21: Approved lifecycle by County Administrator 12/14/21: Discussion item at issues
<b>Strategic Plan Alignment</b>	Ensure safe, healthy and secure communities. Build trust with good government
<b>Counsel Review</b>	11/22/2021-AN
<b>Procurement Review</b>	No. Item is a grant.
<b>Contract No.</b>	SA-22-25-08
<b>Contact Person</b>	Rob Sadowsky – Transportation Safety Outreach Coordinator

**BACKGROUND:**

The Department of Transportation and Development requests the authorization to enter into an intergovernmental agreement with the Oregon Department of Transportation to accept a renewal grant award of \$50,000 to provide educational outreach for the County's Drive to Zero program

which has a mission to eliminate fatal and serious injury crashes by 2035, and has been the recipient of ODOT-TSD funding since program inception in 2005.

This year's focus is on the issue of driving while under the influence of marijuana. Grant will also support overtime for enforcement campaigns that correlate to goals in the Transportation Safety Action Plan (TSAP) such as school zone enforcement in Lake Oswego and Minor Decoy Operations with the Oregon Liquor Control Commission.

The agreement is effective at time of execution through September 30, 2022. The one-year contract maximum is \$50,000.

County Counsel reviewed the contract on 11/22/2021 and requested some amendments related to co-ownership of materials and resolution of disagreements. However, since this funding is federal funds passed through ODOT, changes to the contractual language is extremely complicated and may not be possible. These are clauses that we have accepted in the past, with similar concerns. ODOT did agree to bring these to the attention of the U.S. Department of Transportation for possible changes in future grants. However, we recommend proceeding without these changes for this cycle.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the Intergovernmental Agreement with the Oregon Department of Transportation – Transportation Safety Division (ODOT-TSD) for the purposes of Safe Communities Grant Renewal.

Respectfully submitted,

*Rob Sadowsky*

Rob Sadowsky,  
Transportation Safety Outreach Coordinator  
Department of Transportation and Development



**OREGON DEPARTMENT OF TRANSPORTATION**  
Transportation Safety Office Grant Agreement  
(Federal Funded only)

This Transportation Safety Office Grant Agreement (“Agreement”) is made by the State of Oregon, acting by and through its Department of Transportation, Transportation Safety Office hereinafter referred to as ODOT or Agency, and Clackamas Co. Dept. of Transportation Development, hereinafter referred to as Grantee or Subrecipient, and collectively referred to as the Parties (the “Project”).

**Agreement Terms and Conditions**

**1. Effective Date.** This Agreement is effective on the date that it is fully executed and approved as required by applicable law or October 1, 2021, whichever is later (the “Effective Date”). Reimbursements will be made for Project Costs incurred on or after **October 1, 2021** through and including **September 30, 2022** (the “Grant Period”). No Grant Funds are available for expenditures incurred after the Grant Period.

**2. Agreement Documents.** This Agreement includes the following documents, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit C - SUMMARY OF FEDERAL REQUIREMENTS.  
The Agreement Terms and Conditions set forth herein  
Exhibit A Project Description  
Exhibit B ODOT Grant Budget and Cost Sharing  
Exhibit D - INFORMATION REQUIRED BY **2 CFR § 200.332(a)(1)**.

All of the Exhibits attached hereto are incorporated herein by this reference.

**3. Grant Award.** In accordance with this Agreement, Agency shall provide Grantee an amount not to exceed **\$50,000** (the “Grant Funds”) for eligible costs of the Project.

**4. Project.**

**a. Description.** The Grant Funds shall be used solely for the activities described in Exhibit A (the “Project”) and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by Agency pursuant to **Section 5c** hereof. Grantee shall implement and complete the Project in accordance with Exhibit A.

**b. Project Change Procedures.** Any proposed changes in the scope of the Project, the Project objectives, key Project personnel, time period, or Budget must be requested in writing and approved by Agency. Grantee shall not perform any Project changes without a Grant Adjustment Form, submitted in the form provided by ODOT, and signed by Agency and Grantee. Any extension of the time period for completion or performance of the Project must be requested at least six weeks prior to the end of the stated time period and may need approval of the funding agency (identified in

**Section 8** of this Agreement) if the end of the grant award year is involved.

**c. Conditions of Project Approval.** **[RESERVED]**.

**5. Grant Funds.**

**a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project activities described in Exhibit A in accord with the ODOT Grant Budget and Cost Sharing set forth in Exhibit B (the “Budget”). Grantee agrees to use its best efforts to fully expend the Grant Funds for their stated purposes within the Grant Period, after which time all unspent award funds are no longer available for the project beyond the end of the Grant Period.

**b. Eligible Project Costs.** The Grant Funds may be used only for Grantee’s actual Project costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; and (b) eligible or permitted uses of the Grant Funds under, as applicable, federal and State law and this Agreement and are (c) not excluded from reimbursement or payment as a result of any later financial review or audit (“Eligible Project Costs”). Eligible Project Costs do not include any expenditures incurred outside of the Grant Period.

**c. Reimbursement.** ODOT will disburse the Grant Funds only as reimbursement for Eligible Project Costs paid by Grantee and upon receipt and approval of Grantee’s Quarterly Reports and Claims for Reimbursement (along with any required supplementary documents like Residual Value Agreement form, receipts indicating proof of purchase, etc.) submitted in accord with **Section 6** of this Agreement. Grantee will be reimbursed only for Eligible Project Costs incurred by Grantee after the date set forth in the “Authorization to Proceed” for the Project provided to Grantee by Agency. Grant Funds shall not be used for Project activities previously carried out with the Grantee’s own resources with no declared intent to be reimbursed under this Agreement (supplanting). Income earned through services conducted through the Project should be used to offset the cost of the Project and be included in the Budget.

**d. Conditions Precedent to Reimbursement.**

ODOT’s obligation to disburse Grant Funds to Grantee is subject to the conditions precedent that:

- (i) ODOT has received funding (including federal funds), appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the reimbursement;
- (ii) Grantee is in compliance with the terms of this Agreement and no Grantee Default under **Section 13** of this Agreement has occurred or is occurring; and
- (iii) ODOT has received and approved the reports and Claims for Reimbursement submitted by Grantee.

**e. Availability of Federal Funds.** The federal funds committed under this Agreement are subject to the continuation of funds made available to Agency by the National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) (each

or collectively the "Federal Funding Agency") by statute or administrative action.

**6. Project Reporting and Management.** Grantee's Project Director (described below) shall be responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the Project.

**a. Project Director Responsibilities.** The Project Director shall:

(i) **Accounting.** Establish or use an accounting system that conforms to general accepted accounting principles, as described in **Section 10a** of this Agreement, and ensure that source documents are developed which will reliably account for the Grant Funds expended, any required match provided, and any grant project income.

(ii) **Personnel.** Maintain copies of job descriptions and resumes of persons hired for all Project-related positions which are funded at 0.25 FTE or more.

(iii) **Hours Worked.** Maintain records showing actual hours utilized in Project-related activities by all Grant Funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.

(iv) **Quarterly Reports.** Complete a quarterly highway safety project report ("Quarterly Report"). Each Quarterly Report must be signed by the Project Director or the Designated Alternate and submitted to Agency by the tenth day of the month following the close of each calendar quarter for the duration of the Grant Period.

The "Project Director" is the person responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The "Designated Alternate" is an individual who is given the authority to sign Quarterly Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.

(v) **Reimbursement Claims.** Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred (submit claims no more than monthly), using the form provided by Agency as follows:

(A) Residual Value Agreement form, and invoices and/or receipts indicating proof of purchase. Copies of ODOT's pre-approval, invoices and/or receipts for all specified items must be submitted to Agency upon request with the Claim for Reimbursement.

(B) Claims for Reimbursement may be submitted as often as monthly but must be submitted at least quarterly; and

(C) Claims for Reimbursement must be signed (or electronically 'signed/approved', if applicable) by the Project Director or the Designated Alternate (Agency will not accept duplicated signatures).

**b. Travel.** Grantee shall keep a record of all significant travel. Agency will provide reimbursement without pre-approval only for in-state travel by persons employed by Grantee in Project-related activities. All out-of-state or other travel must be pre-approved by Agency. Grantee must adhere to the State's travel policy, such as utilizing Government Services Administration (GSA) travel

reimbursement rates. To receive approval or reimbursement, the trip must be detailed on the Budget or requested in a grant adjustment as described under Project Change Procedures. All travel outside the Grantee's jurisdiction should be summarized on the Quarterly Reports.

**c. Development of Print or Production Materials.**

(i) **Agency Rights.** Grantee *shall* provide Agency with draft copies of all outreach, media, and/or educational materials to be developed using Grant Funds, and prior to production (regardless of medium: print, broadcast, radio, etc.). Agency may suggest revisions and must pre-approve production of any materials developed using Grant Funds. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using Grant Funds shall include a statement crediting Agency. Materials produced through the Project shall be provided to Agency for its use and distribution and may not be sold for profit by either the Grantee or any other party. Every invention, discovery, work or authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein ("Work Product"), including derivative works and compilations shall be the property of Agency; any original work of authorship created by Grantee under this Agreement is "work made for hire" of which Agency is the author. Grantee hereby irrevocably assigns to Agency any and all rights, title, and interest in all original Work Product created by Grantee under this Agreement. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(ii) **Grantee Rights.** If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iii) **Third Party Rights.** If the Work Product created by Grantee under this Agreement is third party intellectual property or a derivative work based on third party intellectual property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the third party intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iv) **Other State/Federal Rights.** The rights granted or reserved under this section are subject to any requirements of the Federal or State Funding Agency, including those set

forth in Exhibit C of this Agreement. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

**d. Equipment Purchased with Grant Funds.**

(i) **Residual Value Agreement.** If Grant Funds are used in whole or in part to acquire any single item of equipment costing \$5,000 or more (which acquisition is only upon ODOT's pre-approval), Grantee shall complete and submit to Agency an equipment inventory that lists such items and includes Agency's rules governing the removal or release of such items from Grantee's inventory (a "Residual Value Agreement"), in the form provided by Agency. Agency may, at its discretion, require Grantee to execute a Residual Value Agreement for equipment costing less than \$5,000 in order to track the tangible equipment purchased with Grant Funds. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item will be attached to the signed agreement. All equipment should be identified with the Grantee's property identification number.

(ii) **Federal Requirements.** Grantee shall comply with all applicable federal requirements related to the purchase of equipment with Grant Funds, including but not limited to any "Buy America," ownership and disposition requirements set forth in Exhibit C.

**e. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.**

Grantee is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Grantee's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its sub-recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

**7. Final Report.** Grantee must prepare a Project Director's Final Evaluation Report ("Final Report") in accordance with the Evaluation Plan described in Exhibit A and in the form provided by Agency to Grantee. This report is separate and distinct from the required fourth Quarterly Report; this Final Report must cover the entire grant year. The Final Report must be submitted within 35 days following the last day of the Grant Period. The report may be no more than ten pages and must include the following elements:

**a. Objective and Activities.** A summary of the Project including problems addressed, objectives, major activities and accomplishments as they relate to the objectives;

**b. Costs.** A summary of the costs of the Project including the amount of Grant Funds and amounts paid by Grantee, other agencies and private sources. The amount of volunteer time should be identified;

**c. Implementation.** Discussion of implementation process so that other agencies implementing similar projects can learn from Grantee's experiences; including descriptions of what went as planned, what didn't work as expected, what important elements made the Project successful or as successful as expected;

**d. Evaluation.** Respond to each of the evaluation questions set forth in Exhibit A, including completing and referencing the Data Table (as applicable);

**e. Completed Data Table.** Complete the Data Table (as applicable) by inserting the information in the format required in Exhibit A.

**8. Recovery of Grant Funds.**

**a. Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation of one or more of the provisions of this Agreement, including any Grant Funds used for ineligible or unauthorized expenditures as determined by a state or federal review for which Grant Funds have been claimed and payment received, ("Misexpended Funds") must be returned to Agency. Grantee shall return all Misexpended Funds to Agency no later than fifteen (15) days after ODOT's written demand.

**b. Audit.**

**i.** Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

**ii.** If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

**iii.** Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

**9. General Representation and Warranties of Grantee.** Grantee represents and warrants to ODOT as follows:

**a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right

to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement:

- (i) have been duly authorized by all necessary action of Grantee;
- (ii) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's, as applicable, governing laws or Articles of Incorporation or Bylaws,
- (iii) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected, and
- (iv) no further authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to, if applicable, the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**c. No Gratuities.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set in this **Section 9** are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

## **10. Records Maintenance and Retention.**

### **a. Records, Access to Records and Facilities.**

Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with, as applicable, all generally accepted accounting principles, generally accepted governmental auditing standards, and minimum standards for audits of non-profit organizations. Grantee shall ensure that each of its sub-recipients and subcontractors, if any, complies with these requirements. Agency, the Secretary of State of Oregon (Secretary), the federal government (including the Federal Funding Agency or the Comptroller General of the United States), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations and may make and retain excerpts, copies, and transcriptions of the foregoing books,

documents, papers, and records. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

**b. Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project (including all records required under 49 CFR Part 18.42) until the date that is the later of: (i) any date required under 49 CFR Part 18.42 or (ii) six (6) years following the expiration of the Grant Period.

**c. Expenditure Records.** Grantee shall document the expenditure of all Grant Funds reimbursed by ODOT under this Agreement. Grantee shall create and maintain all expenditure records in sufficient detail to permit Agency to verify how the Grant Funds were expended. This Section 10 shall survive any expiration or termination of this Agreement.

## **11. Sub-agreements.**

**a. Subcontractors.** Performance of this Agreement shall not be subcontracted in whole or in part, except with the written consent of Agency. If applicable, Grantee shall not assign this Agreement or the Project described herein, either in whole or in part, or otherwise attempt to convey any right, privilege, duty or obligation hereunder, without the prior written consent of Agency.

**b. Terms of Subcontracts.** Any contracts or other service agreements that are entered into by the Grantee as part of the Project shall be reviewed and approved by Agency to determine whether the work to be accomplished is consistent with the objectives and funding criteria of the Project. Grantee shall ensure that any subcontractors adhere to applicable requirements established for the Grant Funds and that any subcontracts include provisions for the following:

- (i) Administrative, contractual, or legal remedies in instances where subcontractors violate or breach sub contract terms, and provide for such sanctions and penalties as may be appropriate;

- (ii) Access by the Grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific subcontract, for the purpose of making audit, examination, excerpts, and transcriptions. Subcontractors shall maintain all required records for six years after Grantee makes final payments and all other pending matters are closed;
- (iii) Notice of Agency's requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such subcontract, and requirements and regulations pertaining to copyrights and rights in data; and

- (iv) Any additional requirements imposed by federal law and set forth in **Exhibit C**, including without limitation, sections 1 (Miscellaneous Federal Provisions), 2 (Equal

Employment Opportunity), 3 (Clean Air, Water and EPA), 4 (Other Environmental Standards), 5 (Energy Efficiency), 6 (Audits), 7 (Intellectual Property Rights), 8 (Super Circular), 9 (Whistleblower), 10 (Nondiscrimination), 11 (Buy America), 12 (Prohibits Helmet Use Survey/Checkpoints), 13 (Political Activity), 14 (Federal Lobbying), 15 (State Lobbying), and 16 (Debarment).

**c. Conditional Terms.** Where applicable, subcontracts shall include the following provisions:

- (i) Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for the settlement (subcontracts in excess of \$10,000);
- (ii) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60) (subcontracts in excess of \$10,000);
- (iii) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5) (subcontracts in excess of \$2,500);
- (iv) Bidders, proposers, and applicants must certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Project by any federal agency or department (subcontracts in excess of \$25,000; and
- (v) Any additional terms required by federal law and set forth in Exhibit C.

**d. Subcontractor Indemnity/Insurance.**

- (i) **Indemnity.** Grantee's subcontract(s) shall require the other party to such subcontract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon ("State") 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 the other party to Grantee's subcontract or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Grantee's subcontract(s) from and against any and all Claims. Any such indemnification shall also provide that neither Grantee's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subgrantees"), nor any attorney engaged by Grantee's Subgrantee(s), shall defend any claim in the name of the State 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 may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's Subgrantee is prohibited from defending State or that Grantee's Subgrantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's Subgrantee if the State elects to assume its own defense.

- (ii) **Insurance.** Grantee may require the other party, or parties, to each of its subcontracts that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts typically provided for projects of the Project's nature. Any insurance obtained by the other party to Grantee's subagreements, if any, shall not relieve Grantee of the requirements of Section 11 of this Agreement. The other party to any subcontract with Grantee, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in **Section 6.**

## 12. Termination

**a. Termination by Agency.** Agency may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by Agency in such written notice, if:

- (i) Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal;
- (ii) Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- (iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- (iv) The Project would not produce results commensurate with the further expenditure of funds; or
- (v) Grantee takes any action pertaining to this Agreement without the approval of Agency and which under the provisions of this Agreement would have required the approval of Agency; or
- (vi) Grantee is in default under any provision of this Agreement.

**b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to Agency, or at such later date as may be established by Grantee in such written notice, if:

- (i) The requisite local funding or match, if any, to continue the Project becomes unavailable to Grantee; or
- (ii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding

under this Agreement.

(iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Grantee is no longer authorized to operate or to carry out the Project.

**c. Termination by Either Party.** If a Party fails to comply with any of the terms of this Agreement, the other Party may terminate this Agreement upon at least ten days' notice to the other Party or upon failure of the other Party to cure within any cure period provided in the notice.

### 13. Default.

**a. Grantee Default.** Any of the following constitutes a default by Grantee under this Agreement:

- (i) Any false or misleading representation is made by or on behalf of Grantee or sub-grantee, in this Agreement or in any document provided by Grantee to Agency related to the Grant Funds or the Project;
  - (ii) Grantee fails to cure any performance as provided in Section 12.c;
  - (iii) Grantee fails to perform any other obligation required under this Agreement; or
  - (iv) If and to the extent allowed by law, Grantee initiates or consents to a proceeding or case, or a proceeding or case is commenced without the application or consent of Grantee, seeking: (A) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (C) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- b. Agency Default.** Agency will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

### 14. Remedies.

**a. Agency Remedies.** Upon any default, Agency may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:

- (i) Terminating Agency's commitment and obligations under the Agreement as provided in **Section 12**;
- (ii) Requiring repayment of the Grant Funds and all interest earned by Grantee on those Grant Funds as provided in **Section 8**.

No remedy available to Agency is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of

such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

**b. Grantee Remedies.** In the event Agency defaults on any obligation in this Agreement, Grantee's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of Agency's obligations.

### 15. General Provisions.

#### a. Contribution.

(i) 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 Agency or Grantee 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.

(ii) With respect to a Third Party Claim for which Agency is jointly liable with Grantee (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 Grantee in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of the Grantee 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 Grantee 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 Agency had sole liability in the proceeding.

(iii) With respect to a Third Party Claim for which Grantee is jointly liable with Agency (or would be if joined in the Third Party Claim), Grantee 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 Grantee 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 Grantee 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. Grantee'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.

**b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. 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.

**c. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

**e. No Third Party Beneficiaries.** Agency and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

**f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Grantee Project Director or Agency Contact at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against Agency, such facsimile transmission must be confirmed by telephone notice to Agency Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received. Notices shall be directed to:

Grantee – to the name and address |  
listed on page 1 of this Agreement.

Attn: Project Director: As listed in application.

ODOT

ODOT Contact: Walt McAllister

**g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. *Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.*

**h. Compliance with Law.** Grantee shall comply with all applicable federal (including those set forth in **Exhibit C**), state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement.

**i. Independent Contractor.** Grantee shall perform the Project as an independent contractor and not as an agent or employee of Agency. Grantee has no right or authority to incur or create any obligation for or legally bind Agency in any way. Agency cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of Agency, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

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

**k. Counterparts.** 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.

**l. Integration and Waiver.** This Agreement, and the attached Exhibits, constitute the entire Agreement

between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any

provision of this Agreement shall not constitute a waiver by Agency of that or any other provision.



The Grantee, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

Signature: \_\_\_\_\_

\_\_\_\_\_  
Transportation Safety Office Manager, ODOT-TSO

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

\_\_\_\_\_  
s/ Sam Zeigler per email dated 9/9/21

Sam Zeigler, Assistant Attorney General

**GRANTEE: Project Director:**

Signature: Joseph F. Marek  
 Digitally signed by Joseph F. Marek  
Date: 2021.12.09 07:53:10 -08'00'

Date: 12/09/2021

Print Name and Title: Joseph Marek, Traffic Engin

**GRANTEE: Designated Alternate:**

Signature: 

Date: 12/09/2021

Print Name and Title: Mike Bezner, Assistant Director

**GRANTEE: Authorizing Official:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_



**OREGON DEPARTMENT OF TRANSPORTATION**  
**Transportation Safety Office**

---

**EXHIBIT A**  
**GRANT PROJECT APPLICATION**

*Project No:* SA-22-25-02

*Project Name:* CLACKAMAS COUNTY SAFE COMMUNITY

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

**I. Project Description**

The Clackamas County Drive to Zero Program will build a marketing and communications campaign focused on reducing driving while using marijuana in partnership with Clackamas County's Health, Housing and Human Services department, Montana State University's Center for Health and Safety, and ODOT.

**II. Problem Statement**

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

The County's Drive to Zero initiative is an inspiring but daunting goal - to eliminate fatal and serious injury crashes by 2035. To be successful, we need active partners throughout the county that will engage in the implementation of various elements and work toward the behavioral change that is necessary. Rural communities present unique challenges that cannot be addressed in the same way as more urbanized areas. While 20% of the County's population lives in communities served by rural roads, 45% of our fatal and serious crashes are on rural roads.

Ultimately, the problem we are trying to impact is the number of fatalities and serious injuries due to traffic crashes in the county. The following are elements integrated into Clackamas County's Transportation and Development Department's Strategic plan:

**SAFE ROADS:**

The public expects a safe transportation system that supports a healthy, thriving community. This is often challenging as historically we have had to cope with limited resources to maintain and operate the County's 1,400 miles of roads and 180 bridges. We will continue to focus our available funds to provide a safe, accessible and smooth-

running transportation system.

**COMMUNITY ENGAGEMENT:**

The needs and desires of urban and rural residents of the County sometimes differ. The department needs to continue and expand on our communications and community outreach regarding our services to make sure we are reaching customers across the county. Recent social media campaigns and educational efforts have increased the use of our services and improved our ability to proactively communicate with residents about department projects, programs and services.

Additionally, the County's Community Health Improvement Plan seeks to integrate crash prevention as a strategy to saving lives and active transportation as a means toward increased physical activity.

The Drive to Zero team has been the catalyst for minor decoy operations with local law enforcement and OLCC as well as investing in local police efforts to target speeding in school zones.

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

From 2009 to 2015, 183 people were killed in traffic crashes in Clackamas County. Another 795 people suffered serious, potentially life-altering injuries. All other crashes represented 29,765 people. 45% of reported severe crashes occurred in rural areas, while 20% of the population lives in rural areas. Over the past seven years, reported total crashes (30%), and reported serious injury crashes (25%) have generally increased in the County. This increase has outpaced the county's population growth of 4% over the same time.

The county's top three F&SI crash factors continue to be Roadway Departure, Young Drivers and Aggressive Driving. While the rankings have changed, these have remained the top three. Other areas of high crash causes include alcohol/drugs, motorcyclists, bicyclists, pedestrians and older drivers.

We have anecdotal evidence from enforcement officers that there is a rise in driving while impaired by marijuana.

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

This list includes current efforts and efforts completed in recent years. Current efforts/plans are listed first:

- Drive to Zero Campaigns (focus 2021 on Distracted Driving): (DTZ, CCPGA, ODOT)
- Drive to Zero Advisory Committee (CCTSC/CCDTD/CCSCW, CCSO, CCPHD, CCFD#1, CCPGA, AMR, OI, NWFS, CCPC)
- Safety Street Activity Booth and Safety Cars (DTZ, Lake Oswego Parks & Rec, CCFD#1, Molalla Community that Cares, Milwaukie First Friday, Clackamas County Fair, Milwaukie CARE Free Day)
- Enhanced Enforcement Patrols (Lake Oswego Police Department, Oregon City Police Department)
- Social Media outreach through Facebook, Twitter and Instagram (DTZ, CCPGA)
- Data Gathering and Integration - (CCDTD/CCSO/CCOM/AMR/GIS/Leidos, CCPH)
- DTZ Art Contest and Marketing Campaign: (DTZ/CCTSC, Pamplin Newspaper, CCPGA, State Farm Insurance)
- Traffic Calming-moveable radar signs-yard signs (CCDTD, CCTSC, CCSO)
- School Education Programs (DTZ, CCPC, Various High Schools)
- Driver Education Presentations (DTZ/Driver Education Program/LaSalle, Milwaukie, Clackamas, Putnam, Oregon City and West Linn high schools)
- Child safety seat checks (OI/Safe Kids)
- Constructing traffic safety projects (CCDTD)
- Assembly presentations at schools on the risks of driving while under the influence (Molalla, Oregon City, Gladstone, Lake Oswego, Clackamas City)

DTZ=Clackamas Drive to Zero Program  
CCTSC=Clackamas County Traffic Safety Commission  
CCDTD=Clackamas County Dept. of Transportation & Development  
CCPC=Clackamas County Prevention Coalition  
CCPHD=Clackamas County Public Health Office  
CCSO=Clackamas County Sheriff's Office  
CCFD#1=Clackamas County Fire District #1  
CCPGA=Clackamas County Public Government Affairs  
AMR=American Medical Response  
OI=Oregon Impact  
NWFS=Northwest Family Services

### III. Objectives

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

***The following are examples:***

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

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

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

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

	<b>Start Date</b>	<b>End Date</b>	<b>Objective</b>
1.	10/01/2021	9/30/2022	Develop and launch campaign to reduce driving while impaired with marijuana.
2.	10/01/2021	9/30/2022	Reduce crashes related to driving while impaired with marijuana to zero by 2035.
3.	10/01/2021	9/30/2022	Reduce sales of marijuana to minors.

#### **IV. Proposed Activities**

##### **A. Major Activities**

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

	<b>Start Date</b>	<b>End Date</b>	<b>Activity</b>
1.	10/01/2021	12/31/2021	Conduct training on Positive Culture Framework with Montana State University's Center for Health and Safety
2.	10/01/2021	12/31/2021	Conduct research on driving while impaired with marijuana with Montana State University's Center for Health and Safety
3.	10/01/2021	12/31/2021	Develop and post consultant RFP.
4.	1/01/2022	3/15/2022	Select consultant for campaign development and launch.
5.	10/01/2021	9/30/2022	Partner with OLCC, CCSO and other partner agencies on minor decoy operations for marijuana (dependent on OLCC having program in place).
6.	3/16/2022	6/30/2022	Develop campaign and assets for launch.

7.	7/01/2022	9/30/2022	Launch campaign and test drive community engagement at County Fair.
----	-----------	-----------	---

Plans for sharing the project activities with others:

The project main goal is to reach as many people as we can. We will use social media, earned media, purchased media, and direct community engagement to achieve these goals. We would be happy to present at ODOT Safety Conference and expect to submit for a presentation at the National Safety Center's Lifesavers Conference in April 2023.

**B. Coordination**

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

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

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

Name/role of groups and agencies involved:

Oregon Impact, Northwest Family Youth Services, Clackamas Fire #1, Clackamas Sheriff's Office, Canby Police, Oregon City Police, Gladstone Police, City of Milwaukie, Molalla Police, OLCC, AMR, Clackamas Public Health Office, Clackamas Health, Housing an

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

Ability to complete the project independently:

**C. Continuation**

Plans to continue the project activities after funding ceases:

The program receives the majority of funding from Clackamas County - general fund - and is able to continue if ODOT-TSO funding ceases.

**V. Evaluation Plan**

**A. Evaluation Questions**

*(You will be reporting on your objectives in your Project Evaluation. At a minimum each objective should be rephrased as an evaluation question. For example, what percentage of the public in (funded jurisdiction) wears a safety belt? What percentage increase is this? Add questions that demonstrate expected or*

*potential impact of the project on the state or jurisdiction's traffic safety environment. Avoid yes/no evaluation questions.)*

	<b>Evaluation Question</b>
1.	Did program launch? If not, why not? If so, what went well? What could be improved?
2.	How many events were held for community engagement and education? How were they received? How many attended? Were there useful results?
3.	How many people were reached through community engagement events and presentations? Were there people that should have been reached?
4.	How many minor decoy enforcement operations were completed? How many were cited or otherwise affected? What was the community acceptance?
5.	What are the analytics of campaign from website views, social media posts likes and shares?

**B. Data Requirements**

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

2. Data System

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

Our TSOC will maintain records of stories through a log book and map that will showcase where engaged partners are located. Crash data will be pulled from available reports. Enforcement activity data will be compiled in a data table.

**C. Evaluation Design**

Describe how the data will be analyzed:

Reports will be submitted to the Drive To Zero Advisory Committee and Transportation Safety Commission for evaluation.

**D. Project Evaluation Preparation**

A Project Evaluation Report will be submitted to TSO following the requirements given in the Agreements and Assurances.

**VI. Grant Project Budget Summary**

**A. List of major budget items:**

Graphic design and campaign development.  
 Printing.  
 Training.  
 Labor and benefits.

B. Budget Allotment

The agency named in this document hereby applies for \$50,000.00 in Transportation Safety funds to be matched with \$20,637.00 in funds from source Local match to carry out a traffic safety project described in this document.

**VII. Budget and Cost Sharing**

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

**VIII. Exhibits**

A. Exhibit A: Data Table

*(To be developed at a later date.)*

B. Exhibit B: Job Descriptions

*(Provide copy of job descriptions of all positions assigned to the project 500 hours or more paid with grant funds.)*

C. Exhibit C: Contracts or Service Agreements

*(Provide signed copies of any contracts or other service agreements that are entered into by the grantee as part of this project. These shall be reviewed by TSO to determine whether the work to be accomplished is consistent with the objectives of the project. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in the Agreements and Assurances.)*

**IX. Agreements and Assurances**

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

**X. Approval Signatures**

I have read and understand the Agreements and Assurances stipulating the conditions under which the funds for which are being applied will be available and can be utilized.

**The agency named in this document is prepared to become a recipient of the funds should the grant funds be awarded.**

A. Agency Information

Agency Name\*: Clackamas Co. Dept. of  
Transportation Development

Street Address: 150 Beaver Creek Road

City: Oregon City

State: OR


Zip: 97045



B. Project Director

First Name: Joseph Last Name: Marek  
Title: Director of Safe Communities Email: joem@co.clackamas.or.us  
Phone: (503) 742-4705 Fax: (503) 742-4659  
Street Address: 150 Beaver Creek Road  
City: Oregon City  
State: OR  
Zip: 97045  
Signature: Joseph F. Marek Digitally signed by Joseph F. Marek  
Date: 2021.12.09 07:53:30 -08'00' Date: 12/09/2021

C. Authorizing Official of Agency Completing Application

First Name: Mike Last Name: Bezner  
Title: Asst. Director of Transportation Email: mikebez@co.clackamas.or.us  
Phone: (503) 742-4651 Fax: (503) 742-4659  
Street Address: 150 Beaver Creek Road  
City: Oregon City  
State: OR  
Zip: 97045  
Signature:  Date: 12/09/2021

\*Non-profit agencies must submit proof of exempt status under Code Sec. 501(c)(3)

Mail signed copies to: Oregon Dept. of Transportation  
Transportation Safety Office  
4040 Fairview Industrial Drive SE - MS 3  
Salem, OR 97302-1142  
Email completed electronic copy to your TSO Program Manager.

**EXHIBIT B ODOT GRANT BUDGET AND COST SHARING**

Project No.: SA-22-25-02  
 Project Name: CLACKAMAS COUNTY SAFE COMMUNITY  
 Agency: Clackamas Co. Dept. of Transportation Development

Project Period: 10/01/21 (From) - 09/30/22 (To)  
 (Office Use Only)

Grant Adjustment #: 0  
 Grant Adjust. Effective Date: 9/30/2021  
 Project Yr. (1-2-3, Ongoing): SECOND

This form should include all budget information. If additional information is required for clarity, please include on a separate page referencing appropriate budget item.

**1. Personnel Costs\***

A. Staff assigned and estimated hours:				Rate	Total Cost
	Hours				
Transp. Safety Outreach Coordinator	150.00 @	\$	64.79 /hr =	\$	9,718.50
Traffic Safety Program Manager	8.00 @	\$	114.76 /hr =	\$	918.08
	0.00 @	\$	- /hr =	\$	-
	0.00 @	\$	- /hr =	\$	-
	0.00 @	\$	- /hr =	\$	-
	0.00 @	\$	- /hr =	\$	-
	0.00 @	\$	- /hr =	\$	-
			<b>Staff Subtotal \$</b>		<b>10,636.58</b>
B. Overtime				Rate	Total Cost
	Hours				
Targeted Law Enforcement	50.00 @	\$	65.00 /hr =	\$	3,250.00
	0.00 @	\$	- /hr =	\$	-
			<b>Overtime Subtotal \$</b>		<b>3,250.00</b>
C. Volunteer Time				Rate	Total Cost
	Hours				
	0.00 @	\$	- /hr =	\$	-
	0.00 @	\$	- /hr =	\$	-
			<b>Volunteer Subtotal \$</b>		<b>-</b>

**2. Personnel Benefits**

	Unit Cost	# of Units	Total Cost
A.	- @	0 =	\$ -
B.	- @	0 =	\$ -
			<b>Benefits Subtotal \$</b>
			<b>\$ -</b>

**3. Equipment**

	Unit Cost	# of Units	Total Cost
A.	- @	0 =	\$ -
B.	- @	0 =	\$ -
C.	- @	0 =	\$ -
D.	- @	0 =	\$ -
			<b>Equipment Subtotal \$</b>
			<b>\$ -</b>

**4. Materials/Printing**

	Unit Cost	# of Units	Total Cost
A. Project Specific Printing	3,000.00 @	1 =	\$ 3,000.00
B.	- @	0 =	\$ -
C.	- @	0 =	\$ -
			<b>Materials Subtotal \$</b>
			<b>3,000.00</b>

**5. Overhead/Indirect Costs**

	Unit Cost	# of Units	Total Cost
A.	- @	0 =	\$ -
B.	- @	0 =	\$ -
			<b>Overhead Subtotal \$</b>
			<b>\$ -</b>

TSO FUNDS	MATCH	TOTAL
\$0.00	\$10,636.58	\$10,636.58
\$3,250.00	\$0.00	\$3,250.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$3,000.00	\$0.00	\$3,000.00
\$0.00	\$0.00	\$0.00

**EXHIBIT B ODOT GRANT BUDGET AND COST SHARING**

Project Number: CLACKAMAS COUNTY SAFE

6. Other Project Costs	Unit Cost	# of Units	Total Cost
A. Travel In-State	\$ - @	0 =	\$ -
B. Travel Out-of-State (specify)***:			
C. Office Expenses (supplies, photocopy, telephone, postage)	\$ - @	0 =	\$ -
D. Other Costs (specify):			
1.)	\$ - @	0 =	\$ -
2.)	\$ - @	0 =	\$ -
3.)	\$ - @	0 =	\$ -
4.)	\$ - @	0 =	\$ -
5.)	\$ - @	0 =	\$ -
<b>Other Project Costs Subtotal</b>			<b>\$ -</b>

7. Consultation/Contractual Services **	Unit Cost	# of Units	Total Cost
A. Design and Communications Services: 1	\$ 43,750.00 @	1 =	\$ 43,750.00
B. PCF Consulting Services: MSU	\$ 10,000.00 @	1 =	\$ 10,000.00
<b>Consultation/Contractual Services Total</b>			<b>\$ 53,750.00</b>

8. Mini-Grants ***	ISO	Match
A.	\$ -	\$ -
B.	\$ -	\$ -
C.	\$ -	\$ -
D.	\$ -	\$ -
E.	\$ -	\$ -
F.	\$ -	\$ -
G.	\$ -	\$ -
H.	\$ -	\$ -
<b>Mini-Grants Subtotals</b>		<b>\$ -</b>

**TOTAL**

**COST SHARING BREAKDOWN**

1. TSO Funds	\$ 50,000.00	71%
2. Match: State		
3. Match: Local	\$ 20,636.58	29%
4. Match: Other (specify)		
a.)		
b.)		
c.)		
5. TOTAL COSTS	\$ 70,636.58	100%

TSO FUNDS	MATCH	TOTAL
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$43,750.00	\$10,000.00	\$53,750.00
\$50,000.00	\$20,636.58	\$70,636.58

Budget Comments:

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

\*\* TSO approval required prior to expenditures.

**EXHIBIT C**  
**SUMMARY OF FEDERAL REQUIREMENTS**  
**ANNUAL FFY CERTIFICATIONS AND ASSURANCES**  
**FOR HIGHWAY SAFETY GRANTS**  
**(23 USC CHAPTER 4; SEC. 1906, PUB. L. 109-159)**

***Additional Required Federal Terms and Conditions for  
Grants funded with Federal Funds***

**General Applicability and Compliance.** Unless exempt under other federal law provisions, Grantee shall comply with, and, as indicated, cause all subcontractors to comply with, the following federal requirements to the extent that they are applicable to this Agreement, to Grantee, or to the Project, or to any combination of the foregoing. For purposes of this Amendment, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

**1. Miscellaneous Federal Provisions.** Grantee shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to Grantee or the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

**2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Grantee shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000

then Grantee shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

**4. Other Environmental Standards.** Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

**5. Energy Efficiency.** Grantee shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

**6. Audits.**

**a.** Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

**b.** If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

**c.** Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed

by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

**7. Federal Intellectual Property Rights Notice.** The Federal or State Funding Agency, as the awarding agency of the Grant Funds may have certain rights as set forth in the federal requirements pertinent to the Grant Funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the Federal Funding Agency to Agency. The Grantee agrees that it has been provided the following notice:

**a.** The Federal Funding Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Project Work Product, and to authorize others to do so, for federal government purposes with respect to:

(i) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and

(ii) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

**b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

The parties are subject to applicable requirements and regulations of the Federal Funding Agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

**8. Uniform Guidance and Administrative Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding Agency in 2 CFR Subtitle B, including but not limited to the following:

**a. Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds. Such requirements include, without limitation, that material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the Project continues to be supported by Grant Funds. Ownership of equipment acquired with Grant Funds shall be vested with the Grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the Grantee. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly notify Agency. In such event, Agency may

direct the Grantee to transfer, return, keep, or otherwise dispose of the equipment.

**b. Procurement Standards.** When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C; or for *federally funded* projects 2 CFR §§ 200.318 b through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

**c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

**9. Federal Whistleblower Protection.** Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

**10. Nondiscrimination.** Grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100)).

In addition, Grantee:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other state or private entities the following clause:  
 "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—  
**a.** To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;  
**b.** Not to participate directly or indirectly in the discrimination prohibited by any Federal non-

- discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- c.** To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State or Oregon highway safety office, US DOT or NHTSA;
- d.** That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e.** To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**11. Buy America Act.** All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal Funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**12. Prohibition on Using Grant Funds to Check for Helmet Use.** The State and each subrecipient will not use 23 U.S.C Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**13. Political Activity (Hatch Act).** The State will comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**14. Certification Regarding Federal Lobbying.**

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

Grantee certifies by the signature of its authorized representative to this Agreement that, to the best of his or her knowledge and belief:

**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 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

**c.** The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

**15. Restriction on State Lobbying.** None of the funds will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots")

lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**16. Certification Regarding Debarment and Suspension.**

Instructions for Primary Tier Participant Certification (States)

**a.** By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

**b.** The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

**c.** The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

**d.** The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**e.** The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

**f.** The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

**g.** The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

**h.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>)

**i.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**j.** Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions**

**1.** The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

**a.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

**b.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of record, making false statements, or receiving stolen property;

**c.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

**d.** Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

**2.** Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Certification**

**1.** By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

**2.** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**3.** The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**4.** The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

**5.** The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

**6.** The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all



solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

**7.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participant may, but is not required to, check the System for Award Management Exclusion website (<https://www.sam.gov/>)

**8.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**9.** Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered

transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

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

**EXHIBIT D**  
**INFORMATION REQUIRED BY 2 CFR § 200.332(a)(1)\***

Federal Award Identification:

1. Subrecipient name (which must match the name associated with its unique entity identifier): Clackamas Co. Dept. of Transportation Development
2. Subrecipient unique entity identifier (e.g. DUNS number): 00-930-9324
3. Federal Award Identification Number (FAIN): 69A375203000040200RO
4. Federal Award Date: 10/01/2021
5. Sub-award Period of Performance Start and End Date: From 10/01/2021 to 09/30/2022
6. Sub-award Budget Period Start and End Date: From 10/01/2021 to 09/30/2022
7. Total Amount of Federal Funds Obligated by this Agreement: \$50,000
8. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$70,909
9. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$70,909
10. Federal award project description: The Clackamas County Drive to Zero Program will build a marketing and communications campaign focused on reducing driving while using marijuana in partnership with Clackamas County's Health, Housing and Human Services department, Montana State University's Center for Health and Safety, and ODOT..
11. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
  - (a) Name of Federal awarding agency: NHTSA
  - (b) Name of pass-through entity: ODOT Transportation Safety Office
  - (c) Contact information for awarding official of the pass-through entity: Traci Pearl
12. Assistance Listings Number and Title: 20.600 - FAST Act NHTSA 402  
Amount: \$50,000
13. Is Award Research and Development?  Yes  No
14. Indirect cost rate for the Federal award: \_\_\_\_\_%

\*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient, and the term "pass-through entity" refers to Agency .

\*\*The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.

**Vendor or Sub-Recipient Determination**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency's determination is that:

X  Grantee is a subrecipient      \_\_\_ Grantee is a vendor      \_\_\_ Not Applicable



OREGON DEPARTMENT OF TRANSPORTATION  
Transportation Safety Office

## Reports And Claims Due Dates

**Project No.:** SA-22-25-02

**Project Title:** CLACKAMAS COUNTY SAFE COMMUNITY

**Calendar:** FEDERAL FISCAL YEAR 2022

**Grant Year:** 2022

### Reports/Claims

### Due Dates

#### First Quarter ( October 01 - December 31 )

Quarterly Reports	Monday, January 10, 2022
Claims for Reimbursement	Saturday, February 5, 2022

#### Second Quarter ( January 01 - March 31 )

Quarterly Reports	Sunday, April 10, 2022
Claims for Reimbursement	Thursday, May 5, 2022

#### Third Quarter ( April 01 - June 30 )

Quarterly Reports	Sunday, July 10, 2022
Claims for Reimbursement	Thursday, August 4, 2022

#### Fourth Quarter ( July 01 - September 30 )

Quarterly Reports	Monday, October 10, 2022
Claims for Reimbursement	Friday, November 4, 2022

#### Project Evaluation Report ( October 01 - September 30 )

Evaluation Report Due	Friday, November 4, 2022
-----------------------	--------------------------

#### Claims for Reimbursement ( October 01 - September 30 )

Final Claims	Friday, November 4, 2022
--------------	--------------------------

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

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

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

**Project Director's Name:** Joseph Marek

**Project Director's Signature:** Joseph F. Marek Digitally signed by Joseph F. Marek  
Date: 2021.12.09 07:53:50 -08'00' **Date:** 12/09/2021

## RACIAL AND ETHNIC IMPACT STATEMENT

**This form is used for informational purposes only and must be included with the grant application.**

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons<sup>1</sup> in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1.  The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- \_\_\_\_\_ Women  
\_\_\_\_\_ Persons with Disabilities  
\_\_\_\_\_ African-Americans  
\_\_\_\_\_ Hispanics  
\_\_\_\_\_ Asians or Pacific Islanders  
\_\_\_\_\_ American Indians  
\_\_\_\_\_ Alaskan Natives

2.  The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- \_\_\_\_\_ Women  
\_\_\_\_\_ Persons with Disabilities  
\_\_\_\_\_ African-Americans  
\_\_\_\_\_ Hispanics  
\_\_\_\_\_ Asians or Pacific Islanders  
\_\_\_\_\_ American Indians  
\_\_\_\_\_ Alaskan Natives

3.  The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 9th day of December, 2021, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Joseph F.  
Marek

Digitally signed by Joseph  
F. Marek  
Date: 2021.12.09  
07:54:01 -08'00'

Signature

Printed Name: Joseph Marek

Title: Traffic Engineer

<sup>1</sup> "Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.



**DAN JOHNSON**  
DIRECTOR

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

December 16, 2021

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the  
Oregon Department of Transportation – Transportation Safety Division (ODOT\_TSD)  
for the purposes of Pedestrian Safety Marketing and Enforcement Campaign

<b>Purpose/ Outcomes</b>	Approval of an intergovernmental agreement with the Oregon Department of Transportation for educational outreach with a focus on pedestrian and crosswalk safety.
<b>Dollar Amount and Fiscal Impact</b>	The contract maximum is \$20,909.04. Grant match requirement is 20% and will be met with staff time.
<b>Funding Source</b>	Road Fund
<b>Duration</b>	At time of agreement execution and terminates on September 30, 2022
<b>Previous Board Action</b>	07/27/21: Approved lifecycle by County Administrator 12/14/21: Discussion item at issues
<b>Strategic Plan Alignment</b>	Ensure safe, healthy and secure communities. Build trust with good government
<b>Counsel Review</b>	11/22/2022-AN
<b>Procurement Review</b>	No. Item is a grant.
<b>Contract No.</b>	PS-22-68-11 003
<b>Contact Person</b>	Rob Sadowsky – Transportation Safety Outreach Coordinator

**BACKGROUND:**

The Department of Transportation and Development requests the authorization to enter into an intergovernmental agreement with the Oregon Department of Transportation to accept a grant award of \$20,909.04 to provide educational outreach for the County’s Drive to Zero program which has a mission to eliminate fatal and serious injury crashes by 2035.

This special grant will the issue of pedestrian and crosswalk safety. The grant will support local enforcement agencies to participate in enforcement efforts to educate people driving through our

county about pedestrian safety. The outreach efforts will focus on areas where there are a concentrated amount of pedestrian involved crashes and near schools and business districts.

The agreement is effective at time of execution through September 30, 2022. The one-year contract maximum is \$20,090.04.

County Counsel reviewed the contract on 11/22/2021 and requested some amendments related to co-ownership of materials and resolution of disagreements. However, since this funding is federal funds passed through ODOT, changes to the contractual language is extremely complicated and may not be possible. These are clauses that we have accepted in the past, with similar concerns. ODOT did agree to bring these to the attention of the U.S. Department of Transportation for possible changes in future grants. However, we recommend proceeding without these changes for this cycle.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the Intergovernmental Agreement with the Oregon Department of Transportation – Transportation Safety Division (ODOT\_TSD) for the purposes of Pedestrian Safety Marketing and Enforcement Campaign.

Respectfully submitted,

*Rob Sadowsky*

Rob Sadowsky,  
Transportation Safety Outreach Coordinator  
Department of Transportation and Development

**OREGON DEPARTMENT OF TRANSPORTATION**  
Transportation Safety Office Grant Agreement  
(Federal Funded only)

This Transportation Safety Office Grant Agreement ("Agreement") is made by the State of Oregon, acting by and through its Department of Transportation, Transportation Safety Office hereinafter referred to as ODOT or Agency, and Clackamas Co. Dept. of Transportation Development, hereinafter referred to as Grantee or Subrecipient, and collectively referred to as the Parties (the "Project").

**Agreement Terms and Conditions**

**1. Effective Date.** This Agreement is effective on the date that it is fully executed and approved as required by applicable law or October 1, 2021, whichever is later (the "Effective Date"). Reimbursements will be made for Project Costs incurred on or after **October 1, 2021** through and including **September 30, 2022** (the "Grant Period"). No Grant Funds are available for expenditures incurred after the Grant Period.

**2. Agreement Documents.** This Agreement includes the following documents, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit C - SUMMARY OF FEDERAL REQUIREMENTS.  
The Agreement Terms and Conditions set forth herein  
Exhibit A Project Description  
Exhibit B ODOT Grant Budget and Cost Sharing  
Exhibit D - INFORMATION REQUIRED BY **2 CFR § 200.332(a)(1)**.

All of the Exhibits attached hereto are incorporated herein by this reference.

**3. Grant Award.** In accordance with this Agreement, Agency shall provide Grantee an amount not to exceed **\$20,909** (the "Grant Funds") for eligible costs of the Project.

**4. Project.**

**a. Description.** The Grant Funds shall be used solely for the activities described in Exhibit A (the "Project") and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by Agency pursuant to **Section 5c** hereof. Grantee shall implement and complete the Project in accordance with Exhibit A.

**b. Project Change Procedures.** Any proposed changes in the scope of the Project, the Project objectives, key Project personnel, time period, or Budget must be requested in writing and approved by Agency. Grantee shall not perform any Project changes without a Grant Adjustment Form, submitted in the form provided by ODOT, and signed by Agency and Grantee. Any extension of the time period for completion or performance of the Project must be requested at least six weeks prior to the end of the stated time period and may need approval of the funding agency (identified in

**Section 8** of this Agreement) if the end of the grant award year is involved.

**c. Conditions of Project Approval.** **[RESERVED]**.

**5. Grant Funds.**

**a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project activities described in Exhibit A in accord with the ODOT Grant Budget and Cost Sharing set forth in Exhibit B (the "Budget"). Grantee agrees to use its best efforts to fully expend the Grant Funds for their stated purposes within the Grant Period, after which time all unspent award funds are no longer available for the project beyond the end of the Grant Period.

**b. Eligible Project Costs.** The Grant Funds may be used only for Grantee's actual Project costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; and (b) eligible or permitted uses of the Grant Funds under, as applicable, federal and State law and this Agreement and are (c) not excluded from reimbursement or payment as a result of any later financial review or audit ("Eligible Project Costs"). Eligible Project Costs do not include any expenditures incurred outside of the Grant Period.

**c. Reimbursement.** ODOT will disburse the Grant Funds only as reimbursement for Eligible Project Costs paid by Grantee and upon receipt and approval of Grantee's Quarterly Reports and Claims for Reimbursement (along with any required supplementary documents like Residual Value Agreement form, receipts indicating proof of purchase, etc.) submitted in accord with **Section 6** of this Agreement. Grantee will be reimbursed only for Eligible Project Costs incurred by Grantee after the date set forth in the "Authorization to Proceed" for the Project provided to Grantee by Agency. Grant Funds shall not be used for Project activities previously carried out with the Grantee's own resources with no declared intent to be reimbursed under this Agreement (supplanting). Income earned through services conducted through the Project should be used to offset the cost of the Project and be included in the Budget.

**d. Conditions Precedent to Reimbursement.**

ODOT's obligation to disburse Grant Funds to Grantee is subject to the conditions precedent that:

- (i) ODOT has received funding (including federal funds), appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the reimbursement;
- (ii) Grantee is in compliance with the terms of this Agreement and no Grantee Default under **Section 13** of this Agreement has occurred or is occurring; and
- (iii) ODOT has received and approved the reports and Claims for Reimbursement submitted by Grantee.

**e. Availability of Federal Funds.** The federal funds committed under this Agreement are subject to the continuation of funds made available to Agency by the National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) (each

or collectively the "Federal Funding Agency") by statute or administrative action.

**6. Project Reporting and Management.** Grantee's Project Director (described below) shall be responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the Project.

**a. Project Director Responsibilities.** The Project Director shall:

(i) **Accounting.** Establish or use an accounting system that conforms to general accepted accounting principles, as described in **Section 10a** of this Agreement, and ensure that source documents are developed which will reliably account for the Grant Funds expended, any required match provided, and any grant project income.

(ii) **Personnel.** Maintain copies of job descriptions and resumes of persons hired for all Project-related positions which are funded at 0.25 FTE or more.

(iii) **Hours Worked.** Maintain records showing actual hours utilized in Project-related activities by all Grant Funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.

(iv) **Quarterly Reports.** Complete a quarterly highway safety project report ("Quarterly Report"). Each Quarterly Report must be signed by the Project Director or the Designated Alternate and submitted to Agency by the tenth day of the month following the close of each calendar quarter for the duration of the Grant Period.

The "Project Director" is the person responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The "Designated Alternate" is an individual who is given the authority to sign Quarterly Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.

(v) **Reimbursement Claims.** Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred (submit claims no more than monthly), using the form provided by Agency as follows:

(A) Residual Value Agreement form, and invoices and/or receipts indicating proof of purchase. Copies of ODOT's pre-approval, invoices and/or receipts for all specified items must be submitted to Agency upon request with the Claim for Reimbursement.

(B) Claims for Reimbursement may be submitted as often as monthly but must be submitted at least quarterly; and

(C) Claims for Reimbursement must be signed (or electronically 'signed/approved', if applicable) by the Project Director or the Designated Alternate (Agency will not accept duplicated signatures).

**b. Travel.** Grantee shall keep a record of all significant travel. Agency will provide reimbursement without pre-approval only for in-state travel by persons employed by Grantee in Project-related activities. All out-of-state or other travel must be pre-approved by Agency. Grantee must adhere to the State's travel policy, such as utilizing Government Services Administration (GSA) travel

reimbursement rates. To receive approval or reimbursement, the trip must be detailed on the Budget or requested in a grant adjustment as described under Project Change Procedures. All travel outside the Grantee's jurisdiction should be summarized on the Quarterly Reports.

**c. Development of Print or Production Materials.**

(i) **Agency Rights.** Grantee *shall* provide Agency with draft copies of all outreach, media, and/or educational materials to be developed using Grant Funds, and prior to production (regardless of medium: print, broadcast, radio, etc.). Agency may suggest revisions and must pre-approve production of any materials developed using Grant Funds. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using Grant Funds shall include a statement crediting Agency. Materials produced through the Project shall be provided to Agency for its use and distribution and may not be sold for profit by either the Grantee or any other party. Every invention, discovery, work or authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein ("Work Product"), including derivative works and compilations shall be the property of Agency; any original work of authorship created by Grantee under this Agreement is "work made for hire" of which Agency is the author. Grantee hereby irrevocably assigns to Agency any and all rights, title, and interest in all original Work Product created by Grantee under this Agreement. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(ii) **Grantee Rights.** If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iii) **Third Party Rights.** If the Work Product created by Grantee under this Agreement is third party intellectual property or a derivative work based on third party intellectual property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the third party intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iv) **Other State/Federal Rights.** The rights granted or reserved under this section are subject to any requirements of the Federal or State Funding Agency, including those set



forth in Exhibit C of this Agreement. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

**d. Equipment Purchased with Grant Funds.**

(i) **Residual Value Agreement.** If Grant Funds are used in whole or in part to acquire any single item of equipment costing \$5,000 or more (which acquisition is only upon ODOT's pre-approval), Grantee shall complete and submit to Agency an equipment inventory that lists such items and includes Agency's rules governing the removal or release of such items from Grantee's inventory (a "Residual Value Agreement"), in the form provided by Agency. Agency may, at its discretion, require Grantee to execute a Residual Value Agreement for equipment costing less than \$5,000 in order to track the tangible equipment purchased with Grant Funds. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item will be attached to the signed agreement. All equipment should be identified with the Grantee's property identification number.

(ii) **Federal Requirements.** Grantee shall comply with all applicable federal requirements related to the purchase of equipment with Grant Funds, including but not limited to any "Buy America," ownership and disposition requirements set forth in Exhibit C.

**e. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.**

Grantee is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Grantee's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its sub-recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

**7. Final Report.** Grantee must prepare a Project Director's Final Evaluation Report ("Final Report") in accordance with the Evaluation Plan described in Exhibit A and in the form provided by Agency to Grantee. This report is separate and distinct from the required fourth Quarterly Report; this Final Report must cover the entire grant year. The Final Report must be submitted within 35 days following the last day of the Grant Period. The report may be no more than ten pages and must include the following elements:

**a. Objective and Activities.** A summary of the Project including problems addressed, objectives, major activities and accomplishments as they relate to the objectives;

**b. Costs.** A summary of the costs of the Project including the amount of Grant Funds and amounts paid by Grantee, other agencies and private sources. The amount of volunteer time should be identified;

**c. Implementation.** Discussion of implementation process so that other agencies implementing similar projects can learn from Grantee's experiences; including descriptions of what went as planned, what didn't work as expected, what important elements made the Project successful or as successful as expected;

**d. Evaluation.** Respond to each of the evaluation questions set forth in Exhibit A, including completing and referencing the Data Table (as applicable);

**e. Completed Data Table.** Complete the Data Table (as applicable) by inserting the information in the format required in Exhibit A.

**8. Recovery of Grant Funds.**

**a. Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation of one or more of the provisions of this Agreement, including any Grant Funds used for ineligible or unauthorized expenditures as determined by a state or federal review for which Grant Funds have been claimed and payment received, ("Misexpended Funds") must be returned to Agency. Grantee shall return all Misexpended Funds to Agency no later than fifteen (15) days after ODOT's written demand.

**b. Audit.**

**i.** Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

**ii.** If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

**iii.** Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

**9. General Representation and Warranties of Grantee.** Grantee represents and warrants to ODOT as follows:

**a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right

to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement:

- (i) have been duly authorized by all necessary action of Grantee;
- (ii) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's, as applicable, governing laws or Articles of Incorporation or Bylaws,
- (iii) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected, and
- (iv) no further authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to, if applicable, the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**c. No Gratuities.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set in this **Section 9** are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

## **10. Records Maintenance and Retention.**

### **a. Records, Access to Records and Facilities.**

Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with, as applicable, all generally accepted accounting principles, generally accepted governmental auditing standards, and minimum standards for audits of non-profit organizations. Grantee shall ensure that each of its sub-recipients and subcontractors, if any, complies with these requirements. Agency, the Secretary of State of Oregon (Secretary), the federal government (including the Federal Funding Agency or the Comptroller General of the United States), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations and may make and retain excerpts, copies, and transcriptions of the foregoing books,

documents, papers, and records. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

**b. Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project (including all records required under 49 CFR Part 18.42) until the date that is the later of: (i) any date required under 49 CFR Part 18.42 or (ii) six (6) years following the expiration of the Grant Period.

**c. Expenditure Records.** Grantee shall document the expenditure of all Grant Funds reimbursed by ODOT under this Agreement. Grantee shall create and maintain all expenditure records in sufficient detail to permit Agency to verify how the Grant Funds were expended. This Section 10 shall survive any expiration or termination of this Agreement.

## **11. Sub-agreements.**

**a. Subcontractors.** Performance of this Agreement shall not be subcontracted in whole or in part, except with the written consent of Agency. If applicable, Grantee shall not assign this Agreement or the Project described herein, either in whole or in part, or otherwise attempt to convey any right, privilege, duty or obligation hereunder, without the prior written consent of Agency.

**b. Terms of Subcontracts.** Any contracts or other service agreements that are entered into by the Grantee as part of the Project shall be reviewed and approved by Agency to determine whether the work to be accomplished is consistent with the objectives and funding criteria of the Project. Grantee shall ensure that any subcontractors adhere to applicable requirements established for the Grant Funds and that any subcontracts include provisions for the following:

- (i) Administrative, contractual, or legal remedies in instances where subcontractors violate or breach sub contract terms, and provide for such sanctions and penalties as may be appropriate;

- (ii) Access by the Grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific subcontract, for the purpose of making audit, examination, excerpts, and transcriptions. Subcontractors shall maintain all required records for six years after Grantee makes final payments and all other pending matters are closed;
- (iii) Notice of Agency's requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such subcontract, and requirements and regulations pertaining to copyrights and rights in data; and

- (iv) Any additional requirements imposed by federal law and set forth in **Exhibit C**, including without limitation, sections 1 (Miscellaneous Federal Provisions), 2 (Equal

Employment Opportunity), 3 (Clean Air, Water and EPA), 4 (Other Environmental Standards), 5 (Energy Efficiency), 6 (Audits), 7 (Intellectual Property Rights), 8 (Super Circular), 9 (Whistleblower), 10 (Nondiscrimination), 11 (Buy America), 12 (Prohibits Helmet Use Survey/Checkpoints), 13 (Political Activity), 14 (Federal Lobbying), 15 (State Lobbying), and 16 (Debarment).

**c. Conditional Terms.** Where applicable, subcontracts shall include the following provisions:

- (i) Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for the settlement (subcontracts in excess of \$10,000);
- (ii) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60) (subcontracts in excess of \$10,000);
- (iii) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5) (subcontracts in excess of \$2,500);
- (iv) Bidders, proposers, and applicants must certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Project by any federal agency or department (subcontracts in excess of \$25,000; and
- (v) Any additional terms required by federal law and set forth in Exhibit C.

**d. Subcontractor Indemnity/Insurance.**

- (i) **Indemnity.** Grantee's subcontract(s) shall require the other party to such subcontract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon ("State") 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 the other party to Grantee's subcontract or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Grantee's subcontract(s) from and against any and all Claims. Any such indemnification shall also provide that neither Grantee's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subgrantees"), nor any attorney engaged by Grantee's Subgrantee(s), shall defend any claim in the name of the State 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 may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's Subgrantee is prohibited from defending State or that Grantee's Subgrantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's Subgrantee if the State elects to assume its own defense.

- (ii) **Insurance.** Grantee may require the other party, or parties, to each of its subcontracts that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts typically provided for projects of the Project's nature. Any insurance obtained by the other party to Grantee's subagreements, if any, shall not relieve Grantee of the requirements of Section 11 of this Agreement. The other party to any subcontract with Grantee, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in **Section 6.**

## 12. Termination

**a. Termination by Agency.** Agency may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by Agency in such written notice, if:

- (i) Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal;
- (ii) Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- (iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- (iv) The Project would not produce results commensurate with the further expenditure of funds; or
- (v) Grantee takes any action pertaining to this Agreement without the approval of Agency and which under the provisions of this Agreement would have required the approval of Agency; or
- (vi) Grantee is in default under any provision of this Agreement.

**b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to Agency, or at such later date as may be established by Grantee in such written notice, if:

- (i) The requisite local funding or match, if any, to continue the Project becomes unavailable to Grantee; or
- (ii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding

under this Agreement.

(iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Grantee is no longer authorized to operate or to carry out the Project.

**c. Termination by Either Party.** If a Party fails to comply with any of the terms of this Agreement, the other Party may terminate this Agreement upon at least ten days' notice to the other Party or upon failure of the other Party to cure within any cure period provided in the notice.

### 13. Default.

**a. Grantee Default.** Any of the following constitutes a default by Grantee under this Agreement:

- (i) Any false or misleading representation is made by or on behalf of Grantee or sub-grantee, in this Agreement or in any document provided by Grantee to Agency related to the Grant Funds or the Project;
  - (ii) Grantee fails to cure any performance as provided in Section 12.c;
  - (iii) Grantee fails to perform any other obligation required under this Agreement; or
  - (iv) If and to the extent allowed by law, Grantee initiates or consents to a proceeding or case, or a proceeding or case is commenced without the application or consent of Grantee, seeking: (A) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (C) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- b. Agency Default.** Agency will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

### 14. Remedies.

**a. Agency Remedies.** Upon any default, Agency may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:

- (i) Terminating Agency's commitment and obligations under the Agreement as provided in **Section 12**;
- (ii) Requiring repayment of the Grant Funds and all interest earned by Grantee on those Grant Funds as provided in **Section 8**.

No remedy available to Agency is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of

such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

**b. Grantee Remedies.** In the event Agency defaults on any obligation in this Agreement, Grantee's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of Agency's obligations.

### 15. General Provisions.

#### a. Contribution.

(i) 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 Agency or Grantee 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.

(ii) With respect to a Third Party Claim for which Agency is jointly liable with Grantee (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 Grantee in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of the Grantee 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 Grantee 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 Agency had sole liability in the proceeding.

(iii) With respect to a Third Party Claim for which Grantee is jointly liable with Agency (or would be if joined in the Third Party Claim), Grantee 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 Grantee 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 Grantee 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. Grantee'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.

**b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. 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.

**c. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

**e. No Third Party Beneficiaries.** Agency and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

**f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Grantee Project Director or Agency Contact at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against Agency, such facsimile transmission must be confirmed by telephone notice to Agency Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received. Notices shall be directed to:

Grantee – to the name and address |  
listed on page 1 of this Agreement.

Attn: Project Director: As listed in application.

ODOT

ODOT Contact: Tiana Tozer

**g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. *Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.*

**h. Compliance with Law.** Grantee shall comply with all applicable federal (including those set forth in **Exhibit C**), state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement.

**i. Independent Contractor.** Grantee shall perform the Project as an independent contractor and not as an agent or employee of Agency. Grantee has no right or authority to incur or create any obligation for or legally bind Agency in any way. Agency cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of Agency, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

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

**k. Counterparts.** 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.

**l. Integration and Waiver.** This Agreement, and the attached Exhibits, constitute the entire Agreement

between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any

provision of this Agreement shall not constitute a waiver by Agency of that or any other provision.

The Grantee, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

Signature:

\_\_\_\_\_  
Transportation Safety Office Manager, ODOT-TSO

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

\_\_\_\_\_  
s/ Sam Zeigler per email dated 9/9/21

Sam Zeigler, Assistant Attorney General

**GRANTEE: Project Director:**

Signature: **Joseph F. Marek** \_\_\_\_\_  
Digitally signed by Joseph F. Marek  
Date: 2021.12.09 08:02:58 -08'00'

Date: 12/08/2021

Print Name and Title: Joseph Marek, Traffic Engr.

**GRANTEE: Designated Alternate:**

Signature: 

Date: 12/09/2021

Print Name and Title: Mike Bezner, Assistant Director

**GRANTEE: Authorizing Official:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_



**OREGON DEPARTMENT OF TRANSPORTATION**  
**Transportation Safety Office**

---

**EXHIBIT A**  
**GRANT PROJECT APPLICATION**

*Project No:* PS-22-68-11 003

*Project Name:* Clackamas County Pedestrian Safety Campaign

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

**I. Project Description**

The Clackamas County Drive to Zero Program and its Safe Routes to School Program propose to collaborate on a 15-month pedestrian safety campaign in partnership with local towns, police districts and business districts to address the problem of failure to yield at a crosswalk for pedestrians. We will work closely with ODOT's pedestrian safety team to develop materials and hold supported events targeting those area in the County that have the greatest number of pedestrian crashes.

**II. Problem Statement**

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

The County's Drive to Zero initiative is an inspiring but daunting goal - to eliminate fatal and serious injury crashes by 2035. To be successful, we need active partners throughout the county that will engage in the implementation of various elements and work toward the behavioral change that is necessary. Rural communities present unique challenges that cannot be addressed in the same way as more urbanized areas. While 20% of the County's population lives in communities served by rural roads, 45% of our fatal and serious injury crashes are on rural roads. Ultimately, the problem we are trying to impact is the number of fatalities and serious injuries due to traffic crashes in the county. The following are elements integrated into Clackamas County's Transportation and Development Department's Strategic Plan:

Safe Roads: The public expects a safe transportation system that supports a healthy, thriving community. This is often challenging as historically we have had to cope with limited resources to maintain and operated the county's 1,400 miles of roads and 180 bridges. We will continue to focus our available funds to provide a safe, accessible and



smooth-running transportation system.

Community Engagement: The needs and desires of urban and rural residents of the County sometimes differ. The department needs to continue and expand on our communications and community outreach regarding our services to make sure we are reaching customers across the county. Recent social media campaigns and educational efforts have increased the use of our services and improved our ability to proactively communicate with residents about department projects, programs and services. Additionally, the County's Community Health improvement Plan seeks to integrate crash prevention as a strategy to saving lives and active transportation as a means toward increased physical activity. The Drive to Zero team has been the catalyst for minor decoy operations with local law enforcement and OLCC as well as investing in local police efforts to target speeding in school zone.

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

From 2009-2015, 183 people were killed in traffic crashes in Clackamas County. Another 795 people suffered serious, potentially life-altering injuries. All other crashes represented 29,765 people. 45% of reported severe crashes occurred in rural areas, while 20% of the population lives in rural areas. Over the past seven years, reported total crashes (30%), and reported serious injury crashes (25%) have generally increased in the County. This increase has outpaced the county's population growth of 4% over the same time.

The county's top three F&A crash factors continue to be Roadway Departure, Young Drivers and Aggressive Driving. While the ranking have changed, these have remained the top three. Other areas of high crash causes include alcohol/drugs, motorcyclists, bicyclists, pedestrians and older drivers.

16% of serious and fatal crashes involved a pedestrian or bicyclist during this same time period.

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

Clackamas County currently has numerous programs and efforts going including drive to zero in addition to partnering with eleven agencies.

### III. Objectives

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

**The following are examples:**

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

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

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

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

	Start Date	End Date	Objective
1.	10/01/2021	9/30/2022	To launch a campaign to increase compliance by drivers of crosswalk laws, particularly stopping at crosswalks for pedestrians.
2.	10/01/2021	9/30/2022	To develop partnerships with 4-6 local towns and municipalities along with their high schools, police departments and business districts to increase community engagement on pedestrian safety.
3.	10/01/2021	9/30/2022	To partner with ODOT on building effective pedestrian and driver education to increase compliance of crosswalk laws and reduce serious and fatal crashes involving pedestrians.

### IV. Proposed Activities

#### A. Major Activities

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

	Start Date	End Date	Activity
1.	10/01/2021	9/30/2022	Conduct network screening around pedestrian crashes and focus on insights from that data work along with reviewing specific crash reports so we are considering the technical side.

2.	10/01/2021	9/30/2022	Meet with potential partners to line up formal participation in the program.
3.	10/01/2021	9/30/2022	Identify target locations for enforcement events and targeted education programs based on Activity 1 above, our current TSAP, Capital Improvement Program and SRTS Plan.
4.	7/01/2022	9/30/2022	Identify target locations for activities based on completion of data analysis conducted through the county's revision of the Bicycle and Pedestrian Plan.
5.	10/01/2021	9/30/2022	Develop marketing and communications plan including earned media, social media and press events.
6.	7/01/2022	9/30/2022	Conduct 4-6 public enforcement events that would highlight the crosswalk laws and encourage compliance in partnership with community partners identified in step 2.
7.	10/01/2021	9/30/2022	Identify opportunities in collaboration with Clackamas County Sheriff's Office for joint programs and enforcement events outside of partner towns and municipalities involvement.
8.	7/01/2022	9/30/2022	Hire seasonal employees to assist in community education and engagement at fairs, festivals and events and schedule their engagement for the summer of 2022. Participate in 6-10 events including the Clackamas County Fair in August.

Plans for sharing the project activities with others:

The project main goal is to reach as many people as we can. We will use social media, earned media, purchased media, and direct community engagement to achieve these goals. We would be happy to present at ODOT Safety Conference and expect to submit for a presentation at the National Safety Center's Lifesavers Conference in April 2023.

B. Coordination

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

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

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

Name/role of groups and agencies involved:

Oregon Impact, Northwest Family Youth Services, Clackamas Fire #1, Clackamas County Sheriff Office, Canby Police, Oregon City Police, Gladstone Police, City of Milwaukie, Molalla Police, OLCC, AMR, Clackamas Public Health Office, Clackamas Health . . .

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

Ability to complete the project independently:

[Empty box for response]

C. Continuation

Plans to continue the project activities after funding ceases:

The program receives the majority of funding from Clackamas County - general fund - and is able to continue if ODOT-TSO funding ceases.

V. Evaluation Plan

A. Evaluation Questions

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

	Evaluation Question
1.	How many partners are engaged in the program including police districts, high schools, chamber of commerce, etc.?
2.	How many events were held for community engagement and education?
3.	How many people were reached through community engagement events and presentations?
4.	How many enforcement operations were completed? How many friendly warnings or citations were issued?
5.	How many events are scheduled for the following ODOT fiscal year for year 2 of the program from 10/1/2022 to 9/30/2023.

B. Data Requirements

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

## 2. Data System

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

The TSOC will maintain records of stories through a logbook and map that will showcase where engaged partners are located. Crash data will be pulled from available reports.

### C. Evaluation Design

Describe how the data will be analyzed:

Reports will be submitted to the Drive To Zero Advisory Committee and Transportation Safety Commission for evaluation.

### D. Project Evaluation Preparation

A Project Evaluation Report will be submitted to TSO following the requirements given in the Agreements and Assurances.

## VI. Grant Project Budget Summary

### A. List of major budget items:

Graphic design, printing, Safe Routes to School Consultant, labor and benefits.

### B. Budget Allotment

The agency named in this document hereby applies for \$20,909.00 in Transportation Safety funds to be matched with \$5,722.00 in funds from source Clackamas County to carry out a traffic safety project described in this document.

## VII. Budget and Cost Sharing

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

## VIII. Exhibits

### A. Exhibit A: Data Table

*(To be developed at a later date.)*

### B. Exhibit B: Job Descriptions

*(Provide copy of job descriptions of all positions assigned to the project 500 hours or more paid with grant funds.)*

### C. Exhibit C: Contracts or Service Agreements

*(Provide signed copies of any contracts or other service agreements that are entered into by the grantee as part of this project. These shall be reviewed by TSO to determine whether the work to be accomplished is consistent with the objectives*

of the project. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in the Agreements and Assurances.)

**IX. Agreements and Assurances**

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

**X. Approval Signatures**

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

**A. Agency Information**

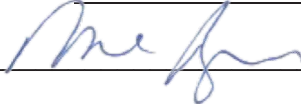
Agency Name\*: Clackamas Co. Dept. of  
Transportation Development  
Street Address: 150 Beavercreek Road  
City: Oregon City  
State: OR  
Zip: 97045

**B. Project Director**

First Name: Joseph Last Name: Marek  
Title: Director of Safe Communities Email: joem@co.clackamas.or.us  
Phone: (503) 742-4705 Fax: (503) 742-4659  
Street Address: 150 Beavercreek Road  
City: Oregon City  
State: OR  
Zip: 97045

Signature: Joseph F. Marek Digitally signed by Joseph F. Marek  
Date: 2021.12.09 08:03:16 -08'00' Date: 12/08/2021

C. Authorizing Official of Agency Completing Application

First Name: Mike Last Name: Bezner  
Title: Asst. Director of Transportation Email: mikebez@co.clackamas.or.us  
Phone: (503) 742-4651 Fax: (503) 742-4659  
Street Address: 150 Beaver Creek Road  
City: Oregon City  
State: OR  
Zip: 97045  
Signature:  Date: 12/09/2021

\*Non-profit agencies must submit proof of exempt status under Code Sec. 501(c)(3)

Mail signed copies to: Oregon Dept. of Transportation  
Transportation Safety Office  
4040 Fairview Industrial Drive SE - MS 3  
Salem, OR 97302-1142  
Email completed electronic copy to your TSO Program Manager.

**EXHIBIT B ODOT GRANT BUDGET AND COST SHARING**

Project No.: PS-22-68-11.003  
 Project Name: Clackamas County Pedestrian Safety Campaign  
 Agency: Clackamas Co. Dept. of Transportation Development

Project Period: 10/01/21 (From) - 09/30/22 (To)  
 (Office Use Only)

Grant Adjustment #: 0  
 Grant Adjust. Effective Date: 10/11/2021  
 Project Yr. (1-2-3, Ongoing):

This form should include all budget information. If additional information is required for clarity, please include on a separate page referencing appropriate budget item.

**1. Personnel Costs\***

A. Staff assigned and estimated hours:				Rate	Total Cost
	Hours			/hr = \$	
Transportation Safety Outreach Coordina	80.00 @ \$	64.79	/hr = \$		5,183.20
Bicycle and Pedestrian Planner	5.00 @ \$	107.67	/hr = \$		538.35
Safety Ambassadors	75.00 @ \$	32.00	/hr = \$		2,400.00
Traffic Safety Program Manager	4.00 @ \$	114.76	/hr = \$		459.04
	0.00 @ \$	-	/hr = \$		-
	0.00 @ \$	-	/hr = \$		-
		<b>Staff Subtotal \$</b>			<b>8,580.59</b>

B. Overtime				Rate	Total Cost
	Hours			/hr = \$	
Targeted Law Enforcement	70.00 @ \$	65.00	/hr = \$		4,550.00
	0.00 @ \$	-	/hr = \$		-
		<b>Overtime Subtotal \$</b>			<b>4,550.00</b>

C. Volunteer Time				Rate	Total Cost
	Hours			/hr = \$	
	0.00 @ \$	-	/hr = \$		-
	0.00 @ \$	-	/hr = \$		-
		<b>Volunteer Subtotal \$</b>			<b>\$0.00</b>

**2. Personnel Benefits**

	Unit Cost	# of Units	Total Cost
A.	- @	0 =	\$ -
B.	- @	0 =	\$ -
		<b>Benefits Subtotal \$</b>	<b>\$0.00</b>

**3. Equipment**

	Unit Cost	# of Units	Total Cost
A.	- @	0 =	\$ -
B.	- @	0 =	\$ -
C.	- @	0 =	\$ -
D.	- @	0 =	\$ -
		<b>Equipment Subtotal \$</b>	<b>\$0.00</b>

**4. Materials/Printing**

	Unit Cost	# of Units	Total Cost
A. Project Specific Printing	3,000.00 @	1 =	\$ 3,000.00
B.	- @	0 =	\$ -
C.	- @	0 =	\$ -
		<b>Materials Subtotal \$</b>	<b>3,000.00</b>

**5. Overhead/Indirect Costs**

	Unit Cost	# of Units	Total Cost
A.	- @	0 =	\$ -
B.	- @	0 =	\$ -
		<b>Overhead Subtotal \$</b>	<b>\$0.00</b>

TSO FUNDS	MATCH	TOTAL
\$2,859.04	\$5,721.55	\$8,580.59
\$4,550.00	\$0.00	\$4,550.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$3,000.00	\$0.00	\$3,000.00
\$0.00	\$0.00	\$0.00



**EXHIBIT B ODOT GRANT BUDGET AND COST SHARING**

Project Number: Clackamas County Pedestrian

6. Other Project Costs	Unit Cost	# of Units	Total Cost
A. Travel In-State	\$ - @	0 =	\$ -
B. Travel Out-of-State (specify)***:			
C. Office Expenses (supplies, photocopy, telephone, postage)	\$ - @	0 =	\$ -
D. Other Costs (specify):			
1.)	\$ - @	0 =	\$ -
2.)	\$ - @	0 =	\$ -
3.)	\$ - @	0 =	\$ -
4.)	\$ - @	0 =	\$ -
5.)	\$ - @	0 =	\$ -
<b>Other Project Costs Subtotal</b>			<b>\$ -</b>

7. Consultation/Contractual Services **	Unit Cost	# of Units	Total Cost
A. Design and Communications Services	\$ 2,500.00 @	1 =	\$ 2,500.00
B. Safe Routes to School Contractor	\$ 8,000.00 @	1 =	\$ 8,000.00
<b>Consultation/Contractual Services Total</b>			<b>\$ 10,500.00</b>

8. Mini-Grants ***	ISO	Match
A.	\$ -	\$ -
B.	\$ -	\$ -
C.	\$ -	\$ -
D.	\$ -	\$ -
E.	\$ -	\$ -
F.	\$ -	\$ -
G.	\$ -	\$ -
H.	\$ -	\$ -
<b>Mini-Grants Subtotals</b>		<b>\$ -</b>

**TOTAL**

**COST SHARING BREAKDOWN**

1. TSO Funds	\$ 20,909.04	79%
2. Match: State		
3. Match: Local	\$ 5,721.55	21%
4. Match: Other (specify)		
a.)		
b.)		
c.)		
5. TOTAL COSTS	\$ 26,630.59	100%

TSO FUNDS	MATCH	TOTAL
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$10,500.00	\$0.00	\$10,500.00
\$20,909.04	\$5,721.55	\$26,630.59

Budget Comments:

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

\*\* TSO approval required prior to expenditures.

**EXHIBIT C**  
**SUMMARY OF FEDERAL REQUIREMENTS**  
**ANNUAL FFY CERTIFICATIONS AND ASSURANCES**  
**FOR HIGHWAY SAFETY GRANTS**  
**(23 USC CHAPTER 4; SEC. 1906, PUB. L. 109-159)**

***Additional Required Federal Terms and Conditions for  
Grants funded with Federal Funds***

**General Applicability and Compliance.** Unless exempt under other federal law provisions, Grantee shall comply with, and, as indicated, cause all subcontractors to comply with, the following federal requirements to the extent that they are applicable to this Agreement, to Grantee, or to the Project, or to any combination of the foregoing. For purposes of this Amendment, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

**1. Miscellaneous Federal Provisions.** Grantee shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to Grantee or the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

**2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Grantee shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000

then Grantee shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

**4. Other Environmental Standards.** Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

**5. Energy Efficiency.** Grantee shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

**6. Audits.**

**a.** Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

**b.** If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

**c.** Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed

by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

**7. Federal Intellectual Property Rights Notice.** The Federal or State Funding Agency, as the awarding agency of the Grant Funds may have certain rights as set forth in the federal requirements pertinent to the Grant Funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the Federal Funding Agency to Agency. The Grantee agrees that it has been provided the following notice:

**a.** The Federal Funding Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Project Work Product, and to authorize others to do so, for federal government purposes with respect to:

(i) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and  
(ii) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

**b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

The parties are subject to applicable requirements and regulations of the Federal Funding Agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

**8. Uniform Guidance and Administrative Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding Agency in 2 CFR Subtitle B, including but not limited to the following:

**a. Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds. Such requirements include, without limitation, that material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the Project continues to be supported by Grant Funds. Ownership of equipment acquired with Grant Funds shall be vested with the Grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the Grantee. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly notify Agency. In such event, Agency may

direct the Grantee to transfer, return, keep, or otherwise dispose of the equipment.

**b. Procurement Standards.** When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C; or for *federally funded* projects 2 CFR §§ 200.318 b through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

**c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

**9. Federal Whistleblower Protection.** Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

**10. Nondiscrimination.** Grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100)).

In addition, Grantee:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other state or private entities the following clause:  
 "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—  
**a.** To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;  
**b.** Not to participate directly or indirectly in the discrimination prohibited by any Federal non-

- discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- c.** To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State or Oregon highway safety office, US DOT or NHTSA;
- d.** That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e.** To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**11. Buy America Act.** All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal Funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**12. Prohibition on Using Grant Funds to Check for Helmet Use.** The State and each subrecipient will not use 23 U.S.C Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**13. Political Activity (Hatch Act).** The State will comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**14. Certification Regarding Federal Lobbying.**

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

Grantee certifies by the signature of its authorized representative to this Agreement that, to the best of his or her knowledge and belief:

**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 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

**c.** The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

**15. Restriction on State Lobbying.** None of the funds will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots")

lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**16. Certification Regarding Debarment and Suspension.**

Instructions for Primary Tier Participant Certification (States)

**a.** By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

**b.** The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

**c.** The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

**d.** The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**e.** The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

**f.** The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

**g.** The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

**h.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>)

**i.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**j.** Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions*

**1.** The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

**a.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

**b.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of record, making false statements, or receiving stolen property;

**c.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

**d.** Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

**2.** Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

*Instructions for Lower Tier Certification*

**1.** By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

**2.** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**3.** The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**4.** The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

**5.** The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

**6.** The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all

solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

**7.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participant may, but is not required to, check the System for Award Management Exclusion website (<https://www.sam.gov/>)

**8.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**9.** Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered

transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

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

**EXHIBIT D**  
**INFORMATION REQUIRED BY 2 CFR § 200.332(a)(1)\***

Federal Award Identification:

1. Subrecipient name (which must match the name associated with its unique entity identifier): Clackamas Co. Dept. of Transportation Development
2. Subrecipient unique entity identifier (e.g. DUNS number): 00-930-9324
3. Federal Award Identification Number (FAIN): 69A375213000040200RO
4. Federal Award Date: 10/01/2021
5. Sub-award Period of Performance Start and End Date: From 10/01/2021 to 09/30/2022
6. Sub-award Budget Period Start and End Date: From 10/01/2021 to 09/30/2022
7. Total Amount of Federal Funds Obligated by this Agreement: \$20,909
8. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$70,909
9. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$70,909
10. Federal award project description: The Clackamas County Drive to Zero Program and its Safe Routes to School Program propose to collaborate on a 15-month pedestrian safety campaign in partnership with local towns, police districts and business districts to address the problem of failure to yield at a crosswalk for pedestrians. We will work closely with ODOT's pedestrian safety team to develop materials and hold supported events targeting those area in the County that have the greatest number of pedestrian crashes..
11. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
  - (a) Name of Federal awarding agency: NHTSA
  - (b) Name of pass-through entity: ODOT Transportation Safety Office
  - (c) Contact information for awarding official of the pass-through entity: Traci Pearl
12. Assistance Listings Number and Title: 20.600 - FAST Act NHTSA 402  
Amount: \$20,909
13. Is Award Research and Development?  Yes  No
14. Indirect cost rate for the Federal award: \_\_\_\_\_%

\*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient, and the term "pass-through entity" refers to Agency .

\*\*The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.

**Vendor or Sub-Recipient Determination**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency's determination is that:

X Grantee is a subrecipient      \_\_\_ Grantee is a vendor      \_\_\_ Not Applicable





**OREGON DEPARTMENT OF TRANSPORTATION**  
Transportation Safety Office

---

## Reports And Claims Due Dates

---

**Project No.:** PS-22-68-11 003

**Project Title:** Clackamas County Pedestrian Safety Campaign

**Calendar:** FEDERAL FISCAL YEAR 2022

**Grant Year:** 2022

### Reports/Claims

### Due Dates

Reports/Claims	Due Dates
<b>First Quarter ( October 01 - December 31 )</b>	
Quarterly Reports	Monday, January 10, 2022
Claims for Reimbursement	Saturday, February 5, 2022
<b>Second Quarter ( January 01 - March 31 )</b>	
Quarterly Reports	Sunday, April 10, 2022
Claims for Reimbursement	Thursday, May 5, 2022
<b>Third Quarter ( April 01 - June 30 )</b>	
Quarterly Reports	Sunday, July 10, 2022
Claims for Reimbursement	Thursday, August 4, 2022
<b>Fourth Quarter ( July 01 - September 30 )</b>	
Quarterly Reports	Monday, October 10, 2022
Claims for Reimbursement	Friday, November 4, 2022
<b>Project Evaluation Report ( October 01 - September 30 )</b>	
Evaluation Report Due	Friday, November 4, 2022
<b>Claims for Reimbursement ( October 01 - September 30 )</b>	
Final Claims	Friday, November 4, 2022

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

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

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

**Project Director's Name:** Joseph Marek

**Project Director's Signature:** Joseph F. Marek Digitally signed by Joseph F. Marek  
Date: 2021.12.09 08:03:41 -08'00' **Date:** 12/08/2021

## RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons<sup>1</sup> in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1.  The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

\_\_\_\_\_ Women  
\_\_\_\_\_ Persons with Disabilities  
\_\_\_\_\_ African-Americans  
\_\_\_\_\_ Hispanics  
\_\_\_\_\_ Asians or Pacific Islanders  
\_\_\_\_\_ American Indians  
\_\_\_\_\_ Alaskan Natives

2.  The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

\_\_\_\_\_ Women  
\_\_\_\_\_ Persons with Disabilities  
\_\_\_\_\_ African-Americans  
\_\_\_\_\_ Hispanics  
\_\_\_\_\_ Asians or Pacific Islanders  
\_\_\_\_\_ American Indians  
\_\_\_\_\_ Alaskan Natives

3.  The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 8th day of December, 2021, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Joseph F.  
Marek

Digitally signed by Joseph  
F. Marek  
Date: 2021.12.09  
08:03:51 -08'00'

Signature

Printed Name: Joseph Marek

Title: Traffic Engineer

<sup>1</sup> "Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.



**DAN JOHNSON**  
DIRECTOR

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

December 16, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Federal Lands Access Program  
Project Memorandum of Agreement Amendment 0001  
with Western Federal Lands Highway Division for the  
Lolo Pass Road Stabilization and Surface Preservation Project

<b>Purpose/Outcomes</b>	The purpose of the agreement is to approve a Project Memorandum of Agreement Amendment for the Lolo Pass Road Stabilization and Surface Preservation Project.
<b>Dollar Amount and Fiscal Impact</b>	Overall Project Cost Estimate: \$4,052,403 Federal Lands Access Program (FLAP) funds: \$3,241,922 County minimum match (10.27%): up to \$371,061 County overmatch: up to \$439,420
<b>Funding Source</b>	FLAP Funds and County Road Funds.
<b>Duration</b>	Upon execution through summer of 2022
<b>Previous Board Action</b>	06/28/16: BCC Authorization to Apply for Federal Land Access Program Funding 02/15/18: BCC Authorization of the Federal Lands Access Program Match Agreement 07/11/19: BCC Authorization of Western Federal Lands Highway Division Memorandum of Agreement 8/22/19: BCC Approval of a Federal Lands Access Program Project Grant Agreement 08/27/2020: BCC Approval of a Federal Lands Access Program Project Grant Agreement Amendment 12/14/2021: Discussion item at issues
<b>Strategic Plan Alignment</b>	1. How does this item align with your department's Strategic Business Plan goals? This item supports the DTD Strategic Focus on Safe Roads and Strategic Result of "Travelers on Clackamas County roads will experience safe roads in good condition." 2. How does this item align with the County's Performance Clackamas goals? This item aligns with "Ensure safe, healthy and secure communities" by improving Lolo Pass Road.
<b>Counsel Review</b>	The agreement was reviewed by County Counsel on 11/18/21, NB
<b>Procurement Review</b>	<i>Was the item processed through Procurement?</i> yes <input type="checkbox"/> no <input checked="" type="checkbox"/>
<b>Contact Person</b>	Mike Ward, Civil Engineer 503-742-4688

**BACKGROUND:**

Clackamas County submitted a grant application to Western Federal Lands Highway Division (WFLHD) to stabilize and improve Lolo Pass Road by extending a section of existing revetment constructed as a part of the Lolo Pass Road Emergency Repair Project. The revetment

construction is intended to reduce the likelihood that the Sandy River will leave its banks during future flood events at this location. Additionally, Lolo Pass Road will receive a two-inch, asphalt overlay along the entire 3.99 miles of road between Highway 26 and the Mount Hood National Forest Boundary to the north.

This amendment to the Memorandum of Agreement is at the request of WFLHD to clarify that the County will implement conservation measures identified in the permits required for the project and recognizes the currently anticipated schedule, which is construction of the project during the summer of 2022.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve the attached Memorandum of Agreement Amendment 0001 with WFLHD for the Lolo Pass Road Stabilization and Surface Preservation Project as listed in the agreement.

Respectfully submitted,

*Mike Ward*

Mike Ward,  
Civil Engineer

**Federal Lands Access Program**  
**Project Memorandum of Agreement**  
**Amendment 0001**

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

**Project Route:** Clackamas County Road #37005

**State:** Oregon

**County:** Clackamas County

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

**Entity with Title or Maintenance Responsibility for Facility:** Clackamas County

**Type of Work:**

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

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

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

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

**AGREED:**

---

Commissioner, Clackamas County

Date

---

Chief of Business Operations, FHWA - WFLHD

Date

**A. PURPOSE OF THIS AGREEMENT:**

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

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

**B. AUTHORITY:**

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

**C. JURISDICTION AND MAINTENANCE COMMITMENT:**

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

**D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION:**

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

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

**E. PROJECT BACKGROUND / SCOPE:**

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

Lolo Pass Road is the access point for visitors seeking to enjoy the trails, campgrounds, fishing and scenic beauty of the Zig Zag Ranger District. Lolo Pass Road serves as an important access point for the Pacific Crest Trail, as well as for several other trails with the Mt. Hood National Forest. In addition, there are three campgrounds accessed from Lolo Pass Road including a horse campground. Lolo Pass Road and the French's Dome Trail provide access to French's Dome, a popular rock climbing destination. Lolo Pass Road is also the western access for Mt. Hood and its glaciers.

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

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

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

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

This project undertakes two steps that should help prevent the river from leaving its channel and protect the road from potential washouts. To address these vulnerabilities the existing west bank revetment will be extended 300 feet upstream, and add a 2 inch overlay of the entire road will be added to protect the existing breaks and joints in the road surface from being undermined by future flooding. The extension of the revetment will protect the entire

area that experienced bank erosion during the 2011 flood event. The overlay paving will seal the joints that remain exposed from previous patching and reduce the likelihood of failure in those locations during future floods.

**F. PROJECT BUDGET:**

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

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

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

**G. ROLES AND RESPONSIBILITIES:**

Clackamas County will provide full support in the NEPA and environmental review process. This includes, but is not limited to: obtaining permits, providing documentation to support NEPA, Endangered Species Act (ESA), and Section 106 compliance, performing studies, etc. FHWA will be responsible for making the NEPA decision. **In addition, Clackamas County will implement conservation measures identified in the National Marine Fisheries Service (NMFS) Biological Opinion, NMFS case No: WCRO-2021-01639. In addition, Clackamas County will provide all required ESA-related monitoring records, reports, and project completion notification to FHWA for submission to NMFS.**

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

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

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

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



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

Clackamas County will be responsible for the following:

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

FHWA will be responsible for the following:

- Stewardship and oversight activities identified in Section P.
- FHWA decisions that may not be delegated, identified in Section P.
- FHWA submits required ESA-related monitoring records, reports, and project completion notification to NMFS.

**H. ROLES AND RESPONSIBILITIES – SCHEDULE:**

Responsible Lead	Product/Service	Schedule Finish
Clackamas County	30% Design	Complete
Clackamas County	Environmental Reviews and Studies	December 2021
FHWA	NEPA Decision	January 2022
Clackamas County	Final Design	February 2022
Clackamas County	Construction	Summer 2022

**I. PROPOSED DESIGN STANDARDS:**

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

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

**J. FUNDING:**

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

<b>Fund Source</b>	<b>Amount</b>	<b>Comments</b>
Title 23 FLAP funds – K200	PE - \$10,000 CE - \$10,000 CN - \$3,221,922	The PDC agreed to provide \$3,241,922 of funding including \$20,000 for S/O and NEPA
Local Matching Share – Clackamas County (10.27%)	\$371,061	In-kind services
Additional funds – Clackamas County	\$439,420	
<b>TOTAL</b>	<b>\$4,052,403</b>	

**K. MATCHING SHARE REQUIREMENTS:**

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

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

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

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

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

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

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

**L. PROJECT TEAM MEMBERS – POINT OF CONTACT:**

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

Name & Title	Agency	Phone & Email
Joel Howie, Civil Engineering Supervisor	Clackamas County	503-742-4658 jhowie@co.clackamas.or.us
Aaron Eklund, Program Manager	FHWA	360-619-7718 aaron.eklund@dot.gov

**M. CHANGES / AMENDMENTS / ADDENDUMS:**

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

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

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

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

**N. ISSUE RESOLUTION PROCEDURES MATRIX:**

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

FHWA	Clackamas County	Time
Aaron Eklund Program Manager aaron.eklund@dot.gov 360-619-7718	Joel Howie, Civil Engineering Supervisor jhowie@co.clackamas.or.us 503-742-4658	15 Days
Kristin Austin Environment, Planning and Programming Branch Chief kristin.austin@dot.gov	Mike Bezner, Assistant Director of Transportation mikebez@clackamas.us 503-742-7651	15 Days

360-619-7625		
Dan Donovan Chief of Business Operations <a href="mailto:Daniel.donovan@dot.gov">Daniel.donovan@dot.gov</a> 360-619-7966	Dan Johnson, Director of Transportation <a href="mailto:danjoh@clackamas.us">danjoh@clackamas.us</a> 503-742-4326	15 Days

**O. TERMINATION:**

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

**P. STEWARDSHIP & OVERSIGHT ACTIVITIES:**

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

Construction	ESA-related monitoring records, reports, and project completion notification	Provide	Review	FHWA submits to NMFS
Construction	Final Project Inspections	Attend	Attend as determined by FHWA	
Construction	Construction photographs of project, before, during (quarterly) and post construction	Provide	File	
Construction	Copy of As-Builts	Provide	File	
Construction	Contract disputes (Claims)	Provide	Review and Provide assistance as warranted	
Construction	Copy of Final Construction Acceptance Letter and report	Provide	Review	



**DAN JOHNSON**  
DIRECTOR

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

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1 to Contract #2137 with DKS Associates, Inc. for the  
Clackamas County Regional Freight ITS Project

<b>Purpose/Outcomes</b>	Execution of Contract #2137 Amendment #1 allows Clackamas County to retain DKS Associates, Inc. for construction contract administration and construction engineering and inspection services.
<b>Dollar Amount and Fiscal Impact</b>	The original contract amount was \$260,133.97. Amendment #1 adds \$153,881.26 for a total not to exceed \$414,015.23
<b>Funding Source</b>	Federal Funds: \$138,077.65 County Road Funds (10.27% match): \$15,803.61
<b>Duration</b>	Project is anticipated to be completed by December, 2022.
<b>Previous Board Action</b>	12/14/21: Discussion item at issues 7/30/20 – BCC Approval of Contract #2137 10/17/19 – BCC Approval of Amendment No. 1 to Supplemental Project Agreement No. 33150 03/28/19 – BCC Approval of Supplemental Project Agreement No. 33150 01/01/17 – BCC Approval of Master Certification Agreement No. 30923 for County implementation of federally funded projects. 5/5/2016 – BCC approval of Amendment No. 1 to Agreement No. 29996 10/02/2014 – BCC Approval of Local Agency Agreement No. 29996
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Grow a vibrant economy</li> <li>• Ensure safe, healthy and secure communities</li> </ul>
<b>Procurement Review</b>	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
<b>Counsel Review</b>	Reviewed Date: 11/29/21; ARN
<b>Contact Person</b>	Carl Olson, Project Manager 503-742-4684

**Background:**

Clackamas County received federal funding to plan, design, and deploy ITS technologies on road infrastructures within Clackamas County, ODOT, City of Gladstone, and City of Wilsonville's jurisdictions. The improvements include, but are not limited to, installing radar detection, installing Pan-Tilt-Zoom cameras, installing wireless interconnect, and furnishing traffic signal controllers.

The County received Federal Surface Transportation Block Grant (STBG) funds for planning, design, and construction in the amount of \$2,074,999.47. The STBG funds are matched by County Road Funds at 10.27%.

The design of the project is complete and the project will be advertised for bids in December, 2021. DTD desires assistance from the design consultant to perform construction contract administration and construction engineering and inspection (CA-CEI) services. The CA-CEI services will supplement DTD's construction administration and inspection work and are described in the attached Statement of Work and Breakdown of Cost. The assistance provides contingency tasks for quality assurance/contract administration plan and design modifications, if needed during construction.

The contract date will be extended to December 31, 2023.

**Procurement Process:**

This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment. Amendment #1 is a 59% increase to the original contract.

**Recommendation:**

Staff respectfully recommends that the Board approve and execute Amendment #1 for the contract with DKS Associates, Inc. for the Clackamas County Regional Freight ITS Project.

Sincerely,

*Carl Olson*

Carl Olson,  
Project Manager

Placed on the BCC Agenda \_\_\_\_\_ by Procurement and Contract Services



**AMENDMENT #1  
TO THE CONTRACT DOCUMENTS WITH DKS ASSOCIATES, INC., FOR CLACKAMAS  
COUNTY REGIONAL FREIGHT ITS PROJECT  
Contract #2137**

This Amendment #1 is entered into between **DKS Associates, Inc.**, (“Consultant”) and Clackamas County (“Agency”) and shall become part of the Contract documents entered into between both parties on **July 30, 2020** (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Terms and Conditions of the Contract:

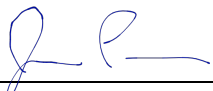
1. Section 1, **Contract Effective Date and Term**, is hereby amended as follows: The Contract termination date is changed from December 31, 2021 to **December 31, 2023**.
2. Section 2, **Statement of Work**, is hereby amended as follows:  
County has requested additional Services to be performed by Consultant. The additional Services are described in **Exhibit A, Supplement to Statement of Work**, attached hereto and hereby incorporated by this reference herein.
3. Section 3, **Compensation**, is hereby amended as follows:  
In consideration for Consultant performing the additional Services described in Exhibit A, County will pay Consultant an amount not to exceed \$153,881.26. The associated fees to complete the additional Services are set forth at the end of Exhibit A. The total Contract compensation shall not exceed \$414,015.23.

ORIGINAL CONTRACT	\$ 260,133.97
<b>AMENDMENT #1</b>	<b>\$ 153,881.26</b>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 414,015.23</b>

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

**DKS Associates, Inc.**

Clackamas County

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

Jim Peters  
 \_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Chair    Date

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

Approved as to Form:

\_\_\_\_\_  
 County Counsel    Date

**EXHIBIT A**  
**SUPPLEMENTAL TO STATEMENT OF WORK**

**EXHIBIT A.1 -**

**Statement of Work and Delivery Schedule for Construction Contract Administration and  
Construction Engineering & Inspection (“CA/CEI”)**

**Construction Project Name: Clackamas County Regional Freight ITS (the “Project”)**

**Project Location: Clackamas County**

**Local Public Agency (LPA): Clackamas County**

**Price Agreement/Contract No.: 2019-86; WOC No.: N/A; Amendment No.: 1**

**Key No.: 18001**

## Table of Contents

A. PROJECT DESCRIPTION AND OVERVIEW OF SERVICES .....	4
B. STANDARDS and GENERAL REQUIREMENTS.....	5
C. REVIEW, COMMENT and SCHEDULE REQUIREMENTS.....	8
D. FORMAT REQUIREMENTS.....	8
E.1 TASKS, DELIVERABLES and SCHEDULE .....	9
TASK CE-1 PROJECT MANAGEMENT OF CA/CEI SERVICES .....	9
Task CE-1.1 Coordination .....	9
Task CE-1.2 Status Reports and Invoices.....	9
Task CE-1.3 Structure Cost Data [RESERVED] .....	10
TASK CE-2 CONSTRUCTION CONTRACT ADMINISTRATION/CONSTRUCTION ENGINEERING and INSPECTION (CA/CEI) .....	10
Task CE-2.1 Pre-Construction Conference .....	10
Task CE-2.2 Cooperative Arrangement (Partnering) [RESERVED].....	10
Task CE-2.3 Quality Assurance & Contract Administration Plan [CONTINGENCY TASK, See CA/CEI SOW Section F].....	11
Task CE-2.4 Construction Contract Administration [RESERVED] .....	11
Task CE-2.5 Monthly Preliminary Progress Estimates [RESERVED].....	11
Task CE-2.6 Project Progress Meetings .....	11
Task CE-2.7 Working Drawings, Shop Drawings, and other Submittal Reviews .....	12
Task CE-2.8 Consultation During Construction.....	13
Task CE-2.9 Design Modifications [CONTINGENCY TASK, See CA/CEI SOW Section F] .....	13
Task CE-2.10 Claim(s) Support [RESERVED] .....	14
Task CE-2.11 Public Records Request Support [RESERVED] .....	14
TASK CE-3 CONSTRUCTION, ENVIRONMENTAL COMPLIANCE AND WORK ZONE MONITORING AND INSPECTION .....	14
Task CE-3.1 Environmental Compliance and Mitigation Monitoring [RESERVED].....	15
Task CE 3.1.1 Endangered Species Consultation for the Federal-Aid Highway Program (“FAHP”) [RESERVED] 15	15
Task CE 3.1.2 Restoration As-Built Report. [RESERVED] .....	15
Task CE 3.1.3 Biology Restoration Monitoring Report. [RESERVED].....	15
Task CE-3.2 Construction Activity Monitoring .....	15
Task CE-3.3 Quality Control Monitoring (Non-Field Tested and Field-Tested Materials) [RESERVED] 16	16
Task CE-3.4 ADA Ramp Inspection [RESERVED].....	16
TASK CE-4 CONSTRUCTION SURVEYING [RESERVED].....	16
Task CE-4.1 Coordination, Calculations and Quality Assurance (QA) of Construction Contractor’s Survey Work [RESERVED] .....	16
Task CE-4.2 Construction Survey and Staking [RESERVED].....	16
Task CE-4.3 Locate, Recover and Reference Monuments [RESERVED] .....	16
Task CE-4.4 Right of Way (“ROW”) Monumentation [RESERVED].....	16
Task CE-4.5 Monumentation Survey Filing Map (SFM) [RESERVED] .....	16
TASK CE-5 PROJECT CLOSE-OUT .....	16
Task CE-5.1 Final Inspection(s) and Submittals .....	16
Task CE-5.2 As-Constructed Plans .....	17
Task CE-5.3 Structure Load Rating [RESERVED] .....	18
Task CE-5.4 Submittal of Final Project Documentation [RESERVED].....	18

Task CE 5.5 ODOT Stormwater Operation and Maintenance (“O&M”) As-Constructed Package  
[RESERVED] 18

E.2 PROJECT SCHEDULE..... 18  
F. CONTINGENCY TASKS..... 18

## A. PROJECT DESCRIPTION AND OVERVIEW OF SERVICES

This Exhibit A.1 includes the statement of work for CA/CEI Services (CA/CEI SOW) required for the Project. The delivery schedule is provided in the “Deliverables and Schedule” section of each task in section E.2.

The CA/CEI Services will culminate when LPA issues Final Acceptance of the Project and Consultant has completed all tasks and provided all deliverables as required.

Note: Reference to “PA or Contract” in this CA/CEI SOW means whichever is applicable. “PA” is applicable if this is a WOC or WOC Amendment. “Contract” is applicable if this is a Contract or Contract Amendment.

### Background

The background for the Project is unchanged.

### Phases of Services

The Services are divided into the following 2 phases:

- Preliminary Engineering/Design, Final Design and Bidding Assistance
- CA/CEI

### Definitions and Acronyms

DEFINED TERMS	
Acceptance	In this CA/CEI SOW, “Acceptance” or “Accept” means that Agency has reviewed the deliverable(s) submitted by Consultant and finds the deliverable(s) submitted in reasonable compliance with applicable requirements. Agency Acceptance does not release Consultant from liabilities due to any Errors or Omissions with respect to Consultant's Services and deliverables.
Change Orders	Include Contract Change Order (CCO), Extra Work Order (EWO), and State Force Order (SFO)
Inspector	Representative of Consultant, with appropriate certifications, authorized to inspect and report on construction contract performance.
Standard Specifications	<a href="#">Oregon Standard Specification for Construction</a> (“OSSC”)- current version in effect during CA/CEI phase for this Project
Specifications	Includes both the Oregon Standard Specifications for Construction and the Project Specific Special Provisions, collectively referred to as the “Specifications”.

ACRONYMS			
<b>AASHTO</b>	American Association of State Highway and Transportation Officials	<b>OCR</b>	ODOT Office of Civil Rights
<b>Agency/ ODOT</b>	Oregon Department of Transportation	<b>OJT</b>	On-the-Job Training
<b>APM</b>	Agency’s Project Manager for CA/CEI Phase	<b>ORS</b>	Oregon Revised Statutes
<b>CA</b>	Contract Administrator	<b>OSSC</b>	Oregon Standard Specifications for Construction
<b>CA/CEI</b>	Contract Administration, Construction Engineering and Inspection	<b>PA</b>	Price Agreement
<b>CC</b>	Construction Contractor	<b>PE</b>	Preliminary Engineering

<b>CCO</b>	Contract Change Order	<b>PM</b>	Consultant's Project Manager for CA/CEI Phase
<b>CE</b>	Construction Engineering	<b>POR</b>	Professional of Record
<b>CECI</b>	Certified Environmental Construction Inspector	<b>PS&amp;E</b>	Plans, Specifications and Estimates
<b>CPS</b>	ODOT Contract Payment System	<b>QA</b>	Quality Assurance
<b>DBE</b>	Disadvantaged Business Enterprises	<b>QAC</b>	Quality Assurance Coordinator
<b>EEO</b>	Equal Employment Opportunity	<b>QA/CA Plan</b>	Quality Assurance & Contract Administration Plan
<b>EDMS</b>	ODOT's Electronic Document Management System	<b>QC</b>	Quality Control
<b>EWO</b>	Extra Work Order	<b>QCCS</b>	Quality Control Compliance Specialist
<b>FHWA</b>	Federal Highway Administration	<b>RAS</b>	Region Assurance Specialist
<b>FIR</b>	Field Inspection Report	<b>RFI</b>	Request for Information
<b>IA</b>	Independent Assurance	<b>RFP</b>	Request for Proposal
<b>IGA</b>	Intergovernmental Agreement	<b>ROW</b>	Right of Way
<b>IQAP</b>	Inspection Quality Assurance Program	<b>SFM</b>	Survey Filing Map
<b>LAPM</b>	Local agency project manager	<b>SFO</b>	State Force Order
<b>LPA</b>	Local Public Agency	<b>SOW</b>	Statement of Work
<b>LRFD</b>	Load and Resistance Factor Design	<b>WOC</b>	Work Order Contract
<b>NTE</b>	Not to Exceed		
<b>NTP</b>	Notice to Proceed		

## **B. STANDARDS and GENERAL REQUIREMENTS**

### **1. Standards applicable to CA/CEI Services**

Consultant shall perform all Services in accordance with the professional standard of care set forth in the PA or Contract.

Consultant shall complete the CA/CEI Services in accordance with the current version in effect of the [ODOT Construction Manual](#), the [Quality Control Compliance Specialist \("QCCS"\) Handbook](#), the [Manual of Field Test Procedures](#), the [ODOT Inspector's Manual](#), and the PA or Contract.

The standards, manuals, directives and other procedural guidance identified are not exhaustive and may not include all applicable standards for a given project. Consultant shall be responsible for determining all applicable practices and standards to be used in performing Professional Services and Related Services. Consultant shall inform and demonstrate to Agency if standards, directives or practices required by Agency in performance of the work are insufficient, in conflict with applicable standards, or otherwise create a problem for the design or construction. Should the requirements of any reference, standard, manual or policy referenced conflict with another, Consultant shall request Agency in writing to resolve the conflict.

**ADA Compliance – Assessment, Design, Inspection.** When the Services under a WOC or Contract include **assessment or design (or both)** for curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), Consultant shall:

- a. Utilize ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 ("ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards; and

b. Follow ODOT’s processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.

When the Services under a WOC or Contract include **inspection** of curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), all such inspections shall include inspection for compliance with the standards and requirements in a. and b. above. Inspections must be performed by ODOT certified inspectors (which must include certified environmental inspectors when appropriate). In addition, at Project completion, Consultant shall complete the applicable ramp-specific ODOT Curb Ramp Inspection Form 734-5020(A-G) for each curb ramp constructed, modified, upgraded, or improved as part of the Project. Each completed form must be submitted electronically by clicking the “Submit by E-mail” button on the form (and cc APM). The forms are documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable Curb Ramp Inspection Forms and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

Above references to curb ramps, sidewalks or pedestrian-activated signals also include, when applicable, shared use paths, transit stops, park-and-rides and on-street parking.

Unless otherwise specified in a WOC or Contract, the most current version of applicable standards, manuals, directives and other procedural guidance shall apply. Unless otherwise specified, the system of measurement and language used in all deliverables will be English.

## **2. General Requirements**

As required in **ORS 672.002 to 672.325**, Consultant shall provide appropriate supervision and control with a licensed Professional Engineer in responsible charge of the CA/CEI Services.

All Inspection work must be performed by Agency-certified Inspectors as required by the Agency’s Inspection Quality Assurance Program (“IQAP”). Consultant’s Agency-certified Inspectors shall diligently monitor the work of the Construction Contractor (“CC”) in order to determine whether the Project is constructed in compliance with the construction contract documents and any applicable current standards and Agency manuals or procedures, including but not limited to those listed in the PA or Contract. All Quality Control (“QC”) monitoring tasks must be performed by individual(s) certified by the Agency’s Technician Certification Program.

Consultant shall immediately advise Agency of any construction or planned construction which fails to conform to the construction contract requirements applicable to the Project. Consultant shall also immediately advise Agency of any design errors or deficiencies or other problems that could have a negative impact on the Project construction schedule or construction cost. In addition, Consultant shall immediately advise Agency of any construction which Consultant knows, or with the exercise of professional care should know, fails to conform to the federal or state standards applicable to construction of the project.

## **3. Communication**

Communication is an important element to the successful completion of the Project and CA/CEI Services. All communication and deliverables covered under this CA/CEI SOW shall be directed to the LAPM (or such other individual as designated in writing to Consultant). In addition, Consultant shall submit



deliverables specific to the administration of the construction contract, excluding claims, via email. To the extent possible, all transmittals from Consultant to LAPM must include the Contract#, PA# and WOC# if applicable, Project name and the Agency's key number. The key number must be used as part of the document control system established by Agency and Consultant. Formats for the document control system shall be discussed at the initial meeting between LAPM and Consultant pertaining to the CA/CEI Services.

The CC for the Project will be determined through the competitive bidding or proposal process. When the CC has been determined, LAPM will establish appropriate contacts with that firm prior to the Pre-Construction Conference.

#### **4. Roles and Responsibilities**

The following describes the roles and responsibilities of the parties relative to the construction phase of the Project and the CA/CEI SOW tasks contained herein. These roles and responsibilities are changed for this Amendment No. 1 only and will have no effect on the original contract or prior amendments. The LPA remains the primary point of contact for Consultant.

##### **Agency**

The APM is Agency's primary point of contact for LPA. The APM through the LAPM has the authority to review and accept, or recommend Acceptance of, all Consultant deliverables. The APM through the LAPM may distribute deliverables to appropriate Agency personnel for review and approval.

Local Agency has overall authority in scope, schedule and budget of the Project. All construction Change Orders [Contract Change Orders ("CCO"), Extra Work Orders ("EWO") and State Force Orders ("SFO")] prepared by Consultant are subject to Agency review and approval through the LAPM prior to implementation by the CC. Authority to approve all CCOs, EWOs and SFOs shall be as outlined in the ODOT Construction Manual, Chapter 3 - Delegated Authority and in Delegation Letters.

##### **Agency is responsible for the following:**

- Execution of Intergovernmental Agreements ("IGAs") related to the Project
- Attend Pre-Construction Conference
- Material verification sampling and testing
- Concurring with CCOs, EWOs and SFOs.
- Approving requests for overrun or increase in Project authorization
- All contact with Federal Highway Administration ("FHWA") or other federal agencies
- All contact with Native American Tribes
- Final Project Acceptance
- Providing access to Agency-owned Right of Way ("ROW") and easements
- Performing periodic quality, quantity and labor compliance documentation reviews
- Inspecting Project specific fabricated items

##### **Consultant:**

- Unless specifically stated otherwise in a particular task, Consultant shall provide all labor, equipment and materials to manage, coordinate and complete all tasks and provide all deliverables as set forth in this CA/CEI SOW (collectively, the "CA/CEI Services") in accordance with the delivery schedules identified.

- Changes to Consultant’s Project Manager are subject to Agency approval and will require written notice to Agency prior to the change.
- If Consultant is performing the Construction Inspection, Quality Control Manager and Quality Control Compliance Specialist functions, then Consultant’s Key Persons (as identified on the approved QA/CA Plan) may not be substituted or replaced unless approved in writing by Agency.
- Consultant is not responsible for the means, methods, operating procedures or safety precautions of any CC or other entity.

**Local Public Agency (“LPA”) is responsible for the following:**

- Access to LPA owned ROW and easements
- Attend Project meetings
- Providing access to construction related forms referenced in this CA/CEI SOW, Local Agency’s construction forms, and hardcopy forms as needed
- Reviewing and processing monthly pay estimates for construction contract through the County’s Contract Payment System
- Providing County construction forms as needed
- Performing periodic quality, quantity and labor compliance documentation reviews
- Final Project Acceptance
- Review and comment on progress submittals
- Coordination with other outside agencies
- Provide Consultant with existing Project information including As-Constructed drawings, pavement typical sections, utility maps, etc.
- Approving CCOs, EWOs, SFOs and Request for Increase/Overrun in Project Authorizations prepared by Consultant prior to submittal to Agency for approval
- Provide a Letter of Acceptance for Project at completion (per task CE 5.4)
- Provide public outreach on the Project

**C. REVIEW, COMMENT and SCHEDULE REQUIREMENTS**

- Consultant shall complete all CA/CEI tasks and deliverables in a timely manner to avoid unnecessary delays in the construction Project. Consultant shall provide written notice to LPA at the first sign of delays caused by LPA, Agency, Consultant, CC, or any other entity that may delay completion of the Project or otherwise have a negative impact on the construction schedule.
- Consultant shall notify LAPM immediately (within 2 business days) upon discovery of any changes in the Project that may impact scope, schedule or budget of the Project or CA/CEI Services.
- Consultant shall submit all construction contract administration deliverables, excluding claims, via email to the LAPM. Consultant shall submit all other deliverables to LAPM or designee unless otherwise stated in specific tasks.
- All deliverables are considered draft until reviewed and accepted by LPA and Agency. Consultant shall make revisions to address LPA and Agency comments and submit revised deliverable(s) to LAPM within 5 business days of receipt of LPA and Agency review comments, unless a different timeframe is stated in specific tasks or otherwise agreed to in writing by Agency. If no revisions are necessary, the submittal will be considered final.

**D. FORMAT REQUIREMENTS**

- Deliverables shall be submitted to LPA in the format described in the ODOT Construction Manual and individual tasks. Following NTP, Consultant shall submit all construction contract

deliverables, excluding claims, to the LPA. Claims must be submitted on paper documents according to Section 00199.

- The time zone is Pacific Standard Time (PST) to determine time of receipt of notices and other documents. Non-business days are Saturdays, Sundays and legal holidays as defined by ORS 187.010 and 187.020. If received before 5:00 p.m. PST on a business day it shall be considered as received on the business day on which it was received. If recorded as received on a non-business day, or after 5:00 p.m. PST on a business day, it shall be considered as received at 8:00 a.m. PST on the next business day.
- **ODOT Forms** – Consultant shall use ODOT forms where required. Construction related forms referenced in this CA/CEI SOW are available online at:  
<https://www.oregon.gov/ODOT/Construction/Pages/Forms.aspx>
- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., Word, Excel, MS Project, etc.) and must be fully compatible with version used by the Local Agency.
- Additional format requirements may be listed with specific tasks or deliverables throughout the CA/CEI SOW or in the PA or Contract.

## **E.1 TASKS, DELIVERABLES and SCHEDULE**

**Task Numbering:** For purposes of standardization, task numbers in this SOW may be non-sequential due to deletion of unneeded tasks from Agency’s CA/CEI SOW template. For convenience to the reader, the task numbering for the CA/CEI phase will use the standard task number prefaced with “CE” (CE-1, CE-2).

### **TASK CE-1 PROJECT MANAGEMENT OF CA/CEI SERVICES**

This activity is continuous throughout the duration of these CA/CEI Services. Consultant shall guide and direct the CA/CEI Services and Consultant’s team in conformance with all applicable requirements of the CA/CEI Services and the Project’s goals and objectives. Consultant shall monitor progress of the Project and CA/CEI Services

#### **Task CE-1.1 Coordination**

Consultant shall provide leadership, direction and control of these CA/CEI Services.

Consultant shall:

- Direct Consultant’s team with regard to overall CA/CEI activities and team meetings.
- Maintain liaison, communication and coordination between Consultant’s staff, APM, local agency project manager (LAPM) if applicable, CC and Agency staff to facilitate timely, efficient operations for all involved.

#### **Deliverables and Schedule:**

- On-going coordination and communication as needed to appropriately manage the CA/CEI Services (no tangible deliverables for this task).

#### **Task CE-1.2 Status Reports and Invoices**

Consultant shall prepare up to   12   Monthly Status Reports throughout the duration of the CA/CEI Services. See Section E.2, Project Schedule.

The Monthly Status Report must:

- Describe the previous month’s Consultant activities. For fixed-price method of compensation, identify staffing used for that reporting period. For other compensation methods, the staffing used must be identified in the invoice backup documentation.
- Describe the planned activities for the next month.
- Identify any issues or concerns that may affect the CA/CEI Services and budget or the Project schedule and Project budget.

If the construction Project schedule milestones are significantly revised, Consultant shall attach the updated Project schedule and submit with Monthly Status Report. Consultant shall submit the Monthly Status Reports to LAPM with the monthly Consultant invoice.

**Deliverables and Schedule:**

Monthly Status Report - Submitted to LAPM with the monthly invoice no later than the 20th calendar day of the month following the reporting month.

**Task CE-1.3 Structure Cost Data [RESERVED]**

**TASK CE-2 CONSTRUCTION CONTRACT ADMINISTRATION/CONSTRUCTION ENGINEERING and INSPECTION (CA/CEI)**

Consultant shall support the Project’s needs by providing CA/CEI Services required for the Consultant to certify, at Second Notification and Third Notification that the Project was completed according to the Plans and Specifications for the Project. Consultant shall engage the Professional of Record (“POR”) as required to provide engineering Services required to administer design changes that may become necessary during the construction phase of the work.

**Task CE-2.1 Pre-Construction Conference**

Consultant shall attend the Pre-Construction Conference as referenced in the Specifications in 00180.42, and the ODOT Construction Manual, Chapter 11 – Before On-Site Work Begins. Attendees will include the CC, APM, LAPM, permitting agencies, local officials and others as may be appropriate to discuss the construction schedule, utility involvement, permit concerns, required documentation submittals, materials, and other items relevant to the construction of the Project.

LAPM will consult with the CC, Consultant, and the APM to determine participants and schedule the Pre-Construction Conference at an agreed upon time and place. Up to three Consultant staff shall attend the 2-hour Pre-Construction Conference.

**Consultant shall:**

- Attend and participate in Pre-Construction Conference.

**Deliverables and Schedule:**

- N/A

**Task CE-2.2 Cooperative Arrangement (Partnering) [RESERVED]**

**Task CE-2.3 Quality Assurance & Contract Administration Plan [CONTINGENCY TASK, See CA/CEI SOW Section F]**

Consultant shall prepare a Quality Assurance & Contract Administration Plan (“QA/CA Plan”) for the CA/CEI Services for the Project, using Agency form 734-2857 (as may be amended from time to time by Agency) which is available electronically on the following website:

<https://www.oregon.gov/ODOT/Construction/Pages/Forms.aspx>.

The QA/CA Plan must identify Consultant’s certified quality assurance and construction inspection personnel and the personnel responsible for each of the major construction-related tasks identified in this CA/CEI SOW.

Consultant shall submit a draft QA/CA Plan (electronically via email) to the LAPM for review and comment. Agency will review the draft QA/CA Plan and return any comments to Consultant within 5 business days. Consultant shall respond to Agency comments and revise the draft QA/CA Plan as necessary.

Consultant shall prepare the final QA/CA Plan making all required revisions per the Agency draft review comments. Agency will issue approval or return any additional comments to Consultant within 5 business days of receipt of the final QA/CA Plan. If necessary, Consultant shall revise the final QA/CA Plan to address Agency’s additional comments. No on-site inspection or QC monitoring tasks may be performed by Consultant until receipt of Agency approval of the final QA/CA Plan.

Consultant shall make any necessary updates to the QA/CA Plan as work progresses, and submit the updated QA/CA Plan to the LAPM for review and approval.

**Deliverables and Schedule:**

- Draft QA/CA Plan (form 734-2857) - Submit to LAPM no later than 5 business days following the date of NTP for CA/CEI phase.
- Final QA/CA Plan (form 734-2857) - Submit to LAPM within 5 business days of receiving Agency comments on draft QA/CA Plan.
- Updated QA/CA Plan (form 734-2857) - Submit to LAPM within 5 business days of changes that require the update.

**Task CE-2.4 Construction Contract Administration [RESERVED]**

**Task CE-2.5 Monthly Preliminary Progress Estimates [RESERVED]**

**Task CE-2.6 Project Progress Meetings**

Consultant shall attend periodic Project Progress Meetings with the CC and others as needed, including but not limited to, LAPM, permitting agencies, local officials, and APM, if required. The Project Progress Meetings are intended to promote Project progress, proper communications, effective working relationships and timely issue resolution.

Consultant shall attend additional activity-specific technical kick-off meetings for various activities required by the construction contract. These activities may include, but are not limited to:

- Temporary Traffic Control
- Wireless Communication

**Consultant shall:**

- Attend and participate in Project Progress Meetings.

**ASSUMPTIONS FOR BUDGETING PURPOSES:** Project Progress Meetings are assumed to be weekly (during active construction) with no more than 1 Consultant staff attending and 28 number of meetings are assumed, see Section E.2 Project Schedule.

**Deliverables and Schedule:**

- Attendance and participation at Project Progress Meetings

**Task CE-2.7 Working Drawings, Shop Drawings, and other Submittal Reviews**

Consultant shall coordinate and review construction Working Drawings, shop drawings, and other submittals submitted electronically by the CC. When electronic Working Drawings, shop drawings, and other submittals are received, according to 00150.35(c)(2), 00150.37, & 00170.08, Consultant shall ensure the review is complete and the Working Drawings, shop drawings, and other submittals are returned to the CC within the timeframes specified in the construction contract. Consultant shall log in the submittal when it arrives, track the submittal to ensure timely response, and log out the reviewed submittal when it is returned to the CC. Consultant shall conduct submittal review in accordance with the Specifications in 00150.35, 00150.37, 00170.08, and the ODOT Construction Manual, Chapter 16 – Working Drawings and Submittals.

**Consultant shall:**

- Maintain 1 of the as-submitted copies in the Project files
- Conduct review and prepare mark-up/comment copies of the Working Drawings, shop drawings, and other submittals. Stamped Drawings must be signed and dated by the POR and marked as either RV = Reviewed, or RVC = Reviewed with Comment. Unstamped Drawings shall be marked as either AP = Approved, AX = Approved as Noted, or RC = Returned for Correction.
- Include construction contract number on all Working Drawings, shop drawings, and other submittals.

Consultant shall review the following submittals as required using the guidelines in ODOT's Construction Manual, Chapter 16 – Working Drawings and Submittals, and the Specifications in 00150.35, 00150.37, & 00170.08:

- Traffic control plans
- Pollution control plans
- Quality control plan and personnel
- Construction schedules (baseline and monthly updates)
- Blue or green sheet submittals for traffic signal or electrical equipment and materials
- Others as required by construction contract specifications

**Deliverables and Schedule:**

- Return approved Working Drawings, shop drawings, and other submittals with comments (within time frame established in construction contract specified requirements):
  - 1 copy maintained in Project files
  - Electronic Submittals
  - Submit 1 electronic PDF mark-up/comment to the EDMS as required by the construction contract.

Consultant shall also ensure notification of approved Working Drawings, shop drawings and other submittals is provided to Agency Structure Services/Materials Unit when applicable (Portland office for steel Working Drawings, shop drawings, and other submittals; Portland or Eugene office for pre-cast Working Drawings, shop drawings, and other submittals, depending on location of fabrication facility)

**Files Retained by Consultant:**

Consultant shall maintain files of all reviewed Working Drawings, shop drawings, and other submittals according to the retention period set forth in the terms and conditions of the LPA or Contract. LPA may request these files at any time during the retention period. Consultant shall provide the files to LPA within 14 calendar days of the request.

**Task CE-2.8 Consultation During Construction**

Consultant shall provide consultation and technical Services regarding design issues raised during construction of the Project. Consultant shall clarify construction contract documents and provide written responses to Requests for Information (“RFIs”). The design consultation will occur only as required and may be ongoing throughout the CA/CEI Services and the Project.

Upon request of the CC or LPA during construction, Consultant shall:

- Clarify construction contract documents.
- Respond to field inquiries.
- Engage the services of the POR on all matters involving design changes.

**NOTE: Design requests must be initiated by either LPA or Consultant using a Change Request Form or a RFI. A response to a RFI may also initiate a Change Request or a formal contract amendment for Consultant or CC. No work shall be conducted on a Change Request until the LAPM approves the request and the appropriate change order document is approved. The Change Request must clearly outline Consultant’s cost, the estimated construction cost, and the cause of the change.**

**ASSUMPTIONS FOR BUDGETING PURPOSES:** This task assumes up to 25 RFIs or clarifications, each requiring up to 4 hours of staff time for preparation and documentation of the response.

**Deliverables and Schedule:**

- Written documentation of responses to CC or LPA inquiries. Submit 1 electronic copy to LAPM within 2 business days of inquiry, unless other delivery date is agreed to by LAPM.

**Task CE-2.9 Design Modifications [CONTINGENCY TASK, See CA/CEI SOW Section F]**

If Consultant or CC determines that design modifications may be necessary, Consultant shall discuss potential changes with APM, LAPM and POR prior to verbally agreeing on changes with CC or preparing the appropriate Change Order documents, depending upon the type of work (changed work, extra work, or force account work). Upon request of the LAPM, Consultant shall work with the POR to prepare detailed engineering design revisions necessitated by conditions encountered during construction. These design revisions must be accompanied by the necessary Change Order documents (CCO, EWO or SFO) to make them a part of the construction contract.

**Deliverables and Schedule:**

- Design details for modifications (prepared or approved by the POR for appropriate changes to Project design) - Submit to LAPM at date agreed to when work was requested.

- Draft CCO and EWO or SFO documents with supporting documents (cost estimate and justification)
  - Submit to LAPM at date agreed to when work was requested.

**Task CE-2.10 Claim(s) Support [RESERVED]**

**Task CE-2.11 Public Records Request Support [RESERVED]**

**TASK CE-3 CONSTRUCTION, ENVIRONMENTAL COMPLIANCE AND WORK ZONE MONITORING AND INSPECTION**

Consultant shall provide on-site monitoring and inspection of construction for conformance with, and shall enforce compliance with, construction contract documents. Consultant shall coordinate and conduct on-site monitoring and inspections so they do not cause unnecessary adverse impacts to the construction schedule. On-site monitoring and inspections must occur at critical times during the construction process based on Consultant’s evaluation of the CC’s schedule, construction contract documents and as outlined in the ODOT Construction Manual, the Manual of Field Test Procedures and the ODOT Inspectors Manual.

Consultant shall have certified Inspector(s) on site during all critical times during the construction process. Consultant shall monitor the CC’s quality control process for compliance with the construction contract requirements. All persons involved in performing inspection duties must be certified through the Agency's Inspection Quality Assurance Program (“IQAP”) in the discipline for the work they will be inspecting. Consultant’s Inspectors must be certified prior to commencement of any on-site work by the CC.

If circumstances occur that prevent the use of a Certified Inspector, Consultant may assign specific tasks to a non-certified individual. Refer to the IQAP for a list of limited duties that may be performed by non-certified personnel.

The following are the approved ODOT Inspector Certifications currently in place in the Inspection Quality Assurance Program:

- Certified Bridge Construction Inspector (“CBCI”)
- Certified Environmental Construction Inspector (“CECI”)
- Certified Traffic Signal Inspector (“CTSI”)
- Certified General Inspector (“CGI”)
- Certified Asphalt Concrete Pavement Inspector (“ACP”)
- Certified Drilled Shaft Inspector (“CDSI”)
- Certified ADA Inspector (“ADAI”)

Consultant shall perform work zone monitoring as required by the ODOT Construction Manual, ODOT Inspectors Manual and the construction contract documents. Accordingly, Consultant shall monitor and enforce the following for compliance to construction contract requirements:

- Permit compliance during construction
- Temporary Traffic Control measures
- Erosion Control installation and maintenance



Consultant shall monitor the CC to verify the following deliverables are completed and submitted (to the extent the deliverables are required by the construction contract documents). If the documents are not submitted to the Consultant, then the Consultant shall take appropriate action to require compliance by the CC:

- Temporary Protection and Direction of Traffic Reports
- Erosion Control Monitoring Reports

### **Task CE-3.1 Environmental Compliance and Mitigation Monitoring [RESERVED]**

#### **Task CE 3.1.1 Endangered Species Consultation for the Federal-Aid Highway Program (“FAHP”) [RESERVED]**

#### **Task CE 3.1.2 Restoration As-Built Report. [RESERVED]**

#### **Task CE 3.1.3 Biology Restoration Monitoring Report. [RESERVED]**

#### **Task CE-3.1.4 Archaeological Monitoring and Report [RESERVED]**

### **Task CE-3.2 Construction Activity Monitoring**

Consultant shall monitor construction activities during construction of the Project utilizing Agency-certified Inspectors and require compliance with the construction contract documents. Consultant shall provide inspection concurrently with the CC’s operation. Consultant shall coordinate closely with CC to ensure on-site inspections are coordinated with the construction schedule. Consultant shall perform inspections as detailed in the ODOT Construction Manual and the ODOT Inspectors Manual. Consultant shall prepare General Daily Progress Reports of construction for days Consultant is on site. Consultant shall take photos of the various construction activities and keep a current digital photo-log of critical construction activities. The photo-log must be kept up to date throughout construction and available for review by LPA.

Consultant shall determine and document all pay quantities for work and materials incorporated into the Project. As required by the ODOT Construction Manual, Chapter 12D – Quantities, Consultant shall prepare source documents (“Paynotes”) for all pay items and include supporting documentation to support each payment. Consultant shall keep quantity documentation current at all times and available for LPA review upon request.

### **Deliverables and Schedule:**

- General Daily Progress Reports – Complete each day Consultant is on-site. Submit to LAPM as Project work progresses along with following protocol provided in Task 5.4 – Submittal of Final Project Documentation.
- Current Digital Photo-log of construction activities - Submit to LAPM as Project work progresses along with following protocol provided in Task 5.4 – Submittal of Final Project Documentation.
- Source Documents “Paynotes” - Field notes, calculations, receipts, invoices, reports used to determine Project pay quantities, installation sheets, and other supporting documentation – Complete and submit to LAPM as work is performed. In addition, follow protocol provided in Task 2.5 – Monthly Preliminary Progress Estimates and Task 5.4. – Submittal of Final Project Documentation.
- CC’s EEO/DBE and OJT/Apprenticeship reports, if required – Submit as required by construction contract.

**Task CE-3.3 Quality Control Monitoring (Non-Field Tested and Field-Tested Materials) [RESERVED]**

**Task CE-3.4 ADA Ramp Inspection [RESERVED]**

**TASK CE-4 CONSTRUCTION SURVEYING [RESERVED]**

**Task CE-4.1 Coordination, Calculations and Quality Assurance (QA) of Construction Contractor's Survey Work [RESERVED]**

**Task CE-4.2 Construction Survey and Staking [RESERVED]**

**Task CE-4.3 Locate, Recover and Reference Monuments [RESERVED]**

**Task CE-4.4 Right of Way ("ROW") Monumentation [RESERVED]**

**Task CE-4.5 Monumentation Survey Filing Map (SFM) [RESERVED]**

**TASK CE-5 PROJECT CLOSE-OUT**

Consultant shall complete interim and final on-site inspections and submit all Project records required for final payment and Project Acceptance.

**Task CE-5.1 Final Inspection(s) and Submittals**

LPA shall issue Second Notification when all on-site bid item and CCO, EWO and SFO work is completed per the Specifications, in 00150.90(a) and 00180.50(g) (Refer to the ODOT Construction Manual, Chapter 13 – Contract Time.)

**Consultant shall:**

- Attend a review of the Project at a time close to completion of on-site work.
- Schedule and lead a Project Final Inspection with CC and Agency within 15 days after receiving notice from the CC that all punch list items, final trimming and cleanup according to the Specifications in 00140.90 have been completed.
- Prepare a punch-list of items to be corrected by the CC.
- Once the punch-list items have been corrected, meet at Project site with Agency (and LPA if applicable) for a follow-up to the Final Inspection.
- Include a letter from the LPA or other funding source stating that it accepts the Project as being complete.
- Assist the LPA in completing the Prime Contractor Performance Evaluation (form 734-2884) annually and within 60 calendar days of Second Notification and submit to Agency after receipt back from CC. (Refer to the ODOT Construction Manual, Chapter 34 – Contractor Performance Evaluation).
- Send the Contractor Construction Process Feedback (form 734-2469) to the CC upon completion of construction. (Refer to the ODOT Construction Manual, Chapter 34 – Contractor Performance Evaluation).
- Recommend to LPA to issue Third Notification to CC after all construction contract work and inspections are complete, and all required documentation is submitted per Oregon Standard

Specifications for Construction, according to the Specifications in 00150.90. (Refer to the ODOT Construction Manual, Chapter 40 – Third Notification.)

### **Deliverables and Schedule:**

- Recommendation of Second Notification - due within 2 business days of completion of on-site work. Submit 1 electronic copy to LAPM.
- LPA or other funding source letter of Project Acceptance
- Recommendation of Third Notification – due within 2 business days of completion of all construction contract work. Submit 1 electronic copy to LAPM.
- Prime Contractor Performance Evaluation (form 734-2884). Submit to CC annually, and within 60 calendar days of issuance of Second Notification. Submit electronic forms to LPA upon receipt from CC. If CC does not sign and return, submit unsigned forms to LPA within 15 calendar days of sending to CC. Contractor Construction Process Feedback (form 734-2469). Send to CC when performing final evaluation for the Project. Submit electronic forms to LPA upon receipt from CC.

### **Task CE-5.2 As-Constructed Plans**

Consultant shall prepare as-constructed plans in conformance with the following reference documents as applicable to the Project:

1. **Bridge Plans**, [ODOT Bridge CAD Manual](#) (“BCM”)
2. **Roadway Plans**, All plans with a V-number must conform to the ODOT Contract Plans Manual at <https://www.oregon.gov/ODOT/Engineering/Pages/Drafting.aspx>
3. **Traffic Plans:**
  - **Traffic Signal Plans**, [ODOT Signal Design Manual](#)
  - **Sign Plans**, [ODOT Traffic Sign Design Manual](#)
  - **Illumination Plans**, follow the same file naming conventions as Signals and Signs, except use “IL” extension: key number + TR + IL1. Example: “10104TR.IL1” would be the file name for key number 10104.)  
[https://www.oregon.gov/ODOT/Engineering/Documents\\_TrafficStandards/Lighting-Policy-Guidelines.pdf](https://www.oregon.gov/ODOT/Engineering/Documents_TrafficStandards/Lighting-Policy-Guidelines.pdf)

The following clarifications or exceptions or both to the above reference documents apply to Consultant-prepared as-constructed plans:

- As-constructed plans must be reviewed and approved by the POR prior to submittal to ODOT.
- The submittal and distribution requirements are specified in the “Deliverables” section of this task.
- Following submittal to ODOT, the APM will coordinate any needed reviews by the ODOT Tech Center for projects on or connected to ODOT facilities.

### **Deliverables and Schedule:**

In addition to the deliverables listed below, Consultant shall submit paper format of as-constructed mark-ups to APM (if requested) for Tech Center reviews when projects are on or connected to ODOT facilities.

#### **1. Traffic Plans (Traffic Signal, Traffic Sign, or Illumination)**

Consultant shall submit as-constructed plans within 90 calendar days of issuance of Second Notification as follows:

- Electronic files package: AutoCAD file and stamped and signed PDF file (11 inch x 17 inch) that shows all red-line as-constructed markups of plan sheets (and additional files listed below, if applicable to the Project).

- Follow the file naming convention required as shown in the applicable manuals referenced above.
- Place the AutoCAD and PDF files in the appropriate ProjectWise folder. If not in ProjectWise, submit files using a file transfer method (do not send as an email attachment).
- Send email notification to APM, LAPM (if applicable) and to [TEOS.info@odot.state.or.us](mailto:TEOS.info@odot.state.or.us) after placing files in ProjectWise or sending them via file transfer.

**Task CE-5.3 Structure Load Rating [RESERVED]**

**Task CE-5.4 Submittal of Final Project Documentation [RESERVED]**

**Task CE 5.5 ODOT Stormwater Operation and Maintenance (“O&M”) As-Constructed Package [RESERVED]**

**E.2 PROJECT SCHEDULE**

**Schedule Assumptions**

The Project is scheduled for a December 14<sup>th</sup>, 2021 bid opening for the CC. It is anticipated that the CC will receive NTP no later than February 22<sup>nd</sup>, 2022. LPA shall issue the CC Notice of Award and NTP in accordance with the Specifications in Section 00130.

- All construction work, with the exception of plant establishment work is assumed to be completed by December 6<sup>th</sup>, 2022.
- The plant establishment period is assumed to be a 1-year period.
- All work for this CA/CEI SOW is to be completed within 30 calendar days of Consultant issuing Third Notification to the CC.
- Construction Contract Completion Date as specified in the Specifications in 00180.50 of the construction contract is December 6<sup>th</sup>, 2023.
- Third notification to the CC is assumed to be issued on or before August 31<sup>st</sup>, 2024.

**F. CONTINGENCY TASKS**

The table below is a summary of contingency tasks that LPA, at its discretion, may authorize Consultant to produce. Details of the contingency tasks and associated deliverables are stated in the task section of this CA/CEI SOW. Consultant shall complete only the specific contingency task(s) identified and authorized via written (email acceptable) NTP issued by LAPM. If requested by LPA, Consultant shall submit a detailed cost estimate (within the NTE amount(s) in the Contingency Task Summary Table) for the agreed-to contingency Services within the scope of the contingency task.

If LPA chooses to authorize some or all of these tasks, Consultant shall complete the authorized tasks and deliverables per the schedule identified for each task. The NTP will include the contingency task name and number, due date for completion, and agreed-to NTE for the authorized contingency task.

Each contingency task is only billable (up to the NTE amount identified for the task) if specifically authorized per NTP. In the table below, the “NTE for Each” amount for a contingency task includes all labor, overhead, profit, and expenses for the task. The funds budgeted for contingency tasks may not be applied to non-contingency tasks without a fully executed amendment. The total amount for all contingency

tasks authorized shall not exceed the maximum identified in the table below. Each authorized contingency task must be billed as a separate line item on Consultant’s invoice.

**Contingency Task Summary Table**

<b>CONTINGENCY TASK DESCRIPTION</b>	<b>(UNIT) NTE</b>	<b>MAX QUAN.</b>	<b>METHOD OF COMP.</b>	<b>CONTINGENCY NTE AMOUNT</b>
Task CE-2.3 Quality Assurance & Contract Administration Plan	\$	1	TMM	\$2,075.62
Task CE-2.9 Design Modifications	\$	1	TMM	\$5,518.75
<b>Total NTE For All Contingency Tasks:</b>				<b>\$7,594.37</b>

**Clackamas County Regional Freight ITS Project  
Amendment #1 - Fee Estimate**

		DKS Associates					Cert:	Not Certified			AKANA	Cert:	DBE			Project Summary			
		Grade 16	Grade 11	Grade 5	Grade 4	Tech H	Direct Expenses	Total Cost	Profit	Sr. Construction Inspector	Direct Expenses	Total Cost	Profit	Direct Expenses	Total Cost	Profit	Cost + Profit		
Job Classifications (Provide names if requested and for Key Persons)																			
<b>NON-CONTINGENCY TASKS/DELIVERABLES</b>																			
<b>CE-1</b>	<b>PROJECT MANAGEMENT OF CA/CEI SERVICES</b>	76	156	0	0	24	\$ -	\$ 42,604	\$ 4,470	0	\$ -	\$ -	\$ -	\$ -	\$ 42,604	\$ 4,470	\$ 47,073.71		
CE-1.1	Coordination	52	156					\$ 35,150	\$ 3,687			\$ -	\$ -	\$ -	\$ 35,150	\$ 3,687	\$ 38,837.05		
CE-1.2	Status Reports and Invoices	24				24		\$ 7,455	\$ 782			\$ -	\$ -	\$ -	\$ 7,455	\$ 782	\$ 8,236.66		
<b>CE-2</b>	<b>CONSTRUCTION CONTRACT ADMINISTRATION/CONSTRUCTION ENGINEERING and INSPECTION (CA/CEI)</b>	36	56	0	98	26	\$ -	\$ 28,155	\$ 2,954	0	\$ -	\$ -	\$ -	\$ -	\$ 28,155	\$ 2,954	\$ 31,108.53		
CE-2.1	Pre-Construction Conference	2	2		2			\$ 913	\$ 96			\$ -	\$ -	\$ -	\$ 913	\$ 96	\$ 1,009.20		
CE-2.6	Project Progress Meetings	14	14					\$ 5,073	\$ 532			\$ -	\$ -	\$ -	\$ 5,073	\$ 532	\$ 5,605.43		
CE-2.7	Working Drawings, Shop Drawings, and other Submittal Reviews	8	16		48	10		\$ 9,731	\$ 1,021			\$ -	\$ -	\$ -	\$ 9,731	\$ 1,021	\$ 10,751.56		
CE-2.8	Consultation During Construction	12	24		48	16		\$ 12,438	\$ 1,305			\$ -	\$ -	\$ -	\$ 12,438	\$ 1,305	\$ 13,742.34		
<b>CE-3</b>	<b>CONSTRUCTION, ENVIRONMENTAL COMPLIANCE AND WORK ZONE MONITORING AND INSPECTION</b>	8	40	0	254	0	\$ 538	\$ 32,410	\$ 3,344	182	\$ 1,474	\$ 21,441	\$ 2,097	\$ 2,012	\$ 53,851	\$ 5,440	\$ 59,290.98		
CE-3.2	Construction Activity Monitoring	8	40		254		\$ 538	\$ 32,410	\$ 3,344	182	\$ 1,474	\$ 21,441	\$ 2,097	\$ 2,012	\$ 53,851	\$ 5,440	\$ 59,290.98		
<b>CE-5</b>	<b>PROJECT CLOSE-OUT</b>	6	32	16	0	0	\$ 50	\$ 7,982	\$ 832	0	\$ -	\$ -	\$ -	\$ 50	\$ 7,982	\$ 832	\$ 8,813.68		
CE-5.1	Final Inspection(s) and Submittals	4	24				\$ 50	\$ 4,636	\$ 481			\$ -	\$ -	\$ 50	\$ 4,636	\$ 481	\$ 5,116.74		
CE-5.2	As-Constructed Plans	2	8	16				\$ 3,346	\$ 351			\$ -	\$ -	\$ -	\$ 3,346	\$ 351	\$ 3,696.94		
<b>TOTAL Non-Contingency</b>		<b>126</b>	<b>284</b>	<b>16</b>	<b>352</b>	<b>50</b>	<b>\$ 588</b>	<b>\$ 111,151</b>	<b>\$ 11,599</b>	<b>182</b>	<b>\$ 1,474</b>	<b>\$ 21,441</b>	<b>\$ 2,097</b>	<b>\$ 2,062</b>	<b>\$ 132,591</b>	<b>\$ 13,695</b>	<b>\$ 146,286.90</b>		
<b>CONTINGENCY TASKS/DELIVERABLES</b>																			
<b>CE-2</b>	<b>CONSTRUCTION CONTRACT ADMINISTRATION/CONSTRUCTION ENGINEERING and INSPECTION (CA/CEI)</b>	4	20	0	22	8	\$ -	\$ 6,873	\$ 721	0	\$ -	\$ -	\$ -	\$ -	\$ 6,873	\$ 721	\$ 7,594.37		
CE-2.3	Quality Assurance & Contract Administration Plan [CONTINGENCY TASK]	2	4			8		\$ 1,879	\$ 197			\$ -	\$ -	\$ -	\$ 1,879	\$ 197	\$ 2,075.62		
CE-2.9	Design Modifications [CONTINGENCY TASK]	2	16		22			\$ 4,995	\$ 524			\$ -	\$ -	\$ -	\$ 4,995	\$ 524	\$ 5,518.75		
<b>TOTAL Contingency</b>		<b>4</b>	<b>20</b>	<b>0</b>	<b>22</b>	<b>8</b>	<b>\$ -</b>	<b>\$ 6,873</b>	<b>\$ 721</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,873</b>	<b>\$ 721</b>	<b>\$ 7,594.37</b>		
<b>TOTAL Non-Contingency + Contingency</b>		<b>130</b>	<b>304</b>	<b>16</b>	<b>374</b>	<b>58</b>	<b>\$ 588</b>	<b>\$ 118,024</b>	<b>\$ 12,320</b>	<b>182</b>	<b>\$ 1,474</b>	<b>\$ 21,441</b>	<b>\$ 2,097</b>	<b>\$ 2,062</b>	<b>\$ 139,465</b>	<b>\$ 14,416</b>	<b>\$ 153,881.26</b>		

**SIGNATURE CERTIFICATE**

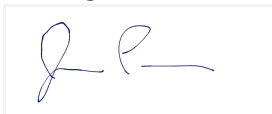


**REFERENCE NUMBER**

64EEA020-FBAC-42A9-AB95-30260E506847

TRANSACTION DETAILS	DOCUMENT DETAILS
<p><b>Reference Number</b> 64EEA020-FBAC-42A9-AB95-30260E506847</p> <p><b>Transaction Type</b> Signature Request</p> <p><b>Sent At</b> 12/06/2021 12:54 EST</p> <p><b>Executed At</b> 12/06/2021 13:04 EST</p> <p><b>Identity Method</b> email</p> <p><b>Distribution Method</b> email</p> <p><b>Signed Checksum</b> 85d37fb66e065a09dc43e4e1d8fa1761362faa9e3d59d7cb2e07fc7814b093a5</p> <p><b>Signer Sequencing</b> Disabled</p> <p><b>Document Passcode</b> Disabled</p>	<p><b>Document Name</b> 20122-000 Amendment 1 Dks Associates Rev 11 18 2021</p> <p><b>Filename</b> 20122-000_amendment_1_dks_associates_rev_11_18_2021.pdf</p> <p><b>Pages</b> 22 pages</p> <p><b>Content Type</b> application/pdf</p> <p><b>File Size</b> 708 KB</p> <p><b>Original Checksum</b> 290a8ab1f8fb3ce82f22a363863160ab613373bbc12f96736db7be718b19138f</p>

**SIGNERS**

SIGNER	E-SIGNATURE	EVENTS
<p><b>Name</b> Jim Peters</p> <p><b>Email</b> jim.peters@dksassociates.com</p> <p><b>Components</b> 2</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> ae1c5638fc5c29cac762c979e0c122986c831dc7279a7ed2f9128424b0ad15ae</p> <p><b>IP Address</b> 67.189.50.103</p> <p><b>Device</b> Chrome via Mac</p> <p><b>Drawn Signature</b> </p> <p><b>Signature Reference ID</b> 2CF0A14B</p> <p><b>Signature Biometric Count</b> 182</p>	<p><b>Viewed At</b> 12/06/2021 13:04 EST</p> <p><b>Identity Authenticated At</b> 12/06/2021 13:04 EST</p> <p><b>Signed At</b> 12/06/2021 13:04 EST</p>

**AUDITS**

TIMESTAMP	AUDIT
12/06/2021 12:54 EST	Eva Norwood (eva.norwood@dksassociates.com) created document '20122-000_amendment_1_dks_associates_rev_11_18_2021.pdf' on Chrome via Windows from 50.38.54.21.
12/06/2021 12:54 EST	Jim Peters (jim.peters@dksassociates.com) was emailed a link to sign.
12/06/2021 13:04 EST	Jim Peters (jim.peters@dksassociates.com) viewed the document on Chrome via Mac from 67.189.50.103.
12/06/2021 13:04 EST	Jim Peters (jim.peters@dksassociates.com) authenticated via email on Chrome via Mac from 67.189.50.103.
12/06/2021 13:04 EST	Jim Peters (jim.peters@dksassociates.com) signed the document on Chrome via Mac from 67.189.50.103.

