MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: September 25, 2019

Department: Public Works | Agenda Planning Date: Sept. 19, 2019 | Time required: 10 Min.

☒ Audio/Visual aids: Powerpoint

Contact: Steven Preszler | Phone: 503-365-3157

Department Head Signature: Brian Nicholas

TITLE

Marion County Ferry Boat Program (Phase 3), Agreement No. 33758

Issue, Description & Background

Marion County has received a Federal Grant for vessel and site improvements to the Wheatland and Buena Vista ferries. The work includes procuring and installing generators and ramp lifts at both ferries, and constructing new tie-off dolphins, catwalks, and ramp widening at the Wheatland Ferry.

Both ferries are in rural areas prone to power outages. When outages occur, passengers can be stranded for a period of time while back-up power is brought to the site. Providing permanent backup generators at each site will improve the safety and convenience of the traveling public using the ferries.

The ramps that transfer cars from the boat to land have been fitted with steel wheels that roll up the concrete ramps when landing the vessels. Over time the steel wheels damage the landing ramps. Providing power ramp lifts at each vessel will reduce wear on the landing ramps and will improve operational efficiency. This project will include procuring and installing lifts and repairing the resulting damage to the Wheatland landing ramps. It will also widen the Wheatland ramps to the downstream side to improve landing safety during high flows.

During high winter and spring flows the ferries must shut down. At the Wheatland site, the ferry is tied to old and decaying tie-off dolphins that need replaced. This project will replace the four existing tie-off dolphins with new tie-off structures properly sized for the vessel and flow velocities.

The towers at the Wheatland ferry have too few catwalks for staff performing maintenance to the tower cables and sheaves. This project will add additional catwalks to each tower for maintenance access, which will greatly improve the safety and convenience of County staff performing the work.

The Federal Grant received included a total project estimate of $2,042,486.25, which includes both Federal and County funds, for the design, procurement and construction of this project. Federal funds are limited to $1,633,989.00 for completion of the project detailed above.

Financial Impacts:

The total estimated cost for this project is $2,042,486.25 of which $1,633,989.00 will be paid with Federal Funds. The remaining $408,497.25 will be paid with County funds.

Impacts to Department & External Agencies

Entering into this agreement does not directly impact any other Marion County departments. The project will benefit the public at large by providing needed repairs and improvements to two important links across the Willamette River. The project is a CIP in the 2019-2020 budget year.

Options for Consideration:

1) Approve and sign the Supplemental Project Agreement between ODOT and Marion County.
2) Take no action at this time.

MARION COUNTY BOARD OF COMMISSIONERS

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Recommendation:	The Public Works Department recommends that the Board choose option 1, approve and sign the Supplemental Project Agreement between ODOT and Marion County.
List of attachments:	Contract Review Sheet Approved Grant Application Transmittal Supplemental Project Agreement 33758 between ODOT and Marion County
Presenter:	Ryan Crowther

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:	Tim Beaver, tbeaver@co.marion.or.us

Marion County
OREGON
FINANCE DEPARTMENT

Contract Review Sheet

Contract #: PW-3085-19

Person Sending: **Tim Beaver** Department: **Public Works**

Contact Phone #: **503-365-3100** Date Sent: **Wednesday, September 11, 2019**

☐ Contract ☐ Amendment# ___ ☐ Lease ☑ IGA ☐ MOU ☐ Grant (attach approved grant award transmittal form)

Title: **ODOT IGA 33758 - Marion County Ferry Boat Program (Phase 3)**

Contractor's Name: **Oregon Department of Transportation**

Term - Date From: **Execution** Expires: **Sep 30, 2024**

Contract Total: **$1,633,989.00** Amendment Amount: _____ New Contract Total: _____

Source Selection Method: Exemption (identify rule/statute) # **50-0010**

Additional Considerations (check all that apply)

☐ Board Order# _____
☑ Incoming Funds
☐ Independent Contractor (LECS) approval date: _____
☐ Insurance Waiver (attach)
☐ CIP# _____ (required for all goods /software greater than $5,000)
☐ Feasibility Determination (attach approved form)
☑ Federal Funds (attach sub-recipient / contractor analysis)
☐ Reinstatement (attach written justification)
☐ Retroactive (attach written justification)

Description of Services or Grant Award:

Grant agreement for $1,633,989 for vessel and site improvements to both the Wheatland and Buena Vista ferries, including the installation of generators and ramp lifts, construction of new tie-off dolphins, catwalks and ramp widening at the Wheatland Ferry.

FOR FINANCE USE

Date Finance Received: BOC Planning Date: Date Legal Received:

Comments:

REQUIRED APPROVALS:

Finance - Contracts Date

Risk Manager Date

Legal Counsel Date

Chief Administrative Officer Date

Date _____ ☐ To be filed ☐ Added to Finance Table

☐ Date _____ Returned to department for signature

Misc. Contracts and Agreements No. 33758
Cross Ref. Master Certification Agreement No. 30634

A013-G092418

Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Agreement No. 33758
Marion County Ferry Boat Program (Phase 3)

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

RECITALS

1. By the authority granted in Local Agency Certification Program Agreement No. 30634, executed on April 12, 2016 (Local Agency Certification Program Agreement) incorporated herein and by this reference made a part hereof, State may enter into this Supplemental Project Agreement with Agency for the performance of work on this improvement project; The Certification Program allows State to certify a Local Agency's procedures and delegates authority to the certified Local Agency to administer federal-aid projects.

2. Certification status information as of the date of execution of this Agreement:

   a. Agency is fully certified in the following functional areas:
      - consultant selection (direct appoint process)
      - design (excluding bridge design)
      - "advertise, bid, and award" for construction contracts
      - construction contract administration

   b. Agency is conditionally certified in the following functional areas:
      - consultant selection (formal and informal processes)
      - bridge design

   c. Agency has completed or is in the process of completing the number of test project(s) required by ODOT for the Agency to become fully certified in the following functional areas:
      - consultant selection (formal and informal processes)

      The Parties are in the process of assessing the Agency's test projects and required program documents to transition the Agency from conditional to full certification for the functional areas listed in this subsection, and anticipate a

successful transition. Therefore, the project described in this Agreement is not one of the test project(s) described in the Local Agency Certification Program Agreement for the functional areas listed in this subsection.

d. Agency has not had its Americans with Disabilities Act (ADA)-related design exception and curb ramp inspection processes reviewed and approved by ODOT and FHWA for use on federally funded projects.

3. *Buena Vista Ferry* connects southern portions of Marion County and Polk County across the Willamette River. Termini locations and public road connections are Marion County's Buena Vista Road to Polk County's Willamette Ferry Street. *Wheatland Ferry* connects north Marion County with Yamhill County across the Willamette River. Termini locations and public road connections are Marion County's Matheney Road North to Yamhill County's Wheatland Road NW. Both ferries are part of the Agency's transportation system under the jurisdiction and control of Agency.

4. The Project was selected as a part of the Ferry Boat Program and may include a combination of federal, state and local funds. "Project" is defined under Terms of Agreement, paragraph 1 of this Agreement.

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

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to Agency delivering the Marion County Ferry Boat Program (Phase 3) project, hereinafter referred to as "Project." Project includes the purchase and installation of linear actuators and generators for the Buena Vista and Wheatland Ferries; and the design and award of a construction contract for concrete ramp extensions, replacement of the dolphins, and additional catwalks at Wheatland Ferry. The location of the Project is shown on the sketch map attached hereto, marked "Exhibit A;" and work to be accomplished as part of the Project is identified in "Exhibit B," attached hereto, both by this reference is made a part hereof.

2. The Total Project Cost is estimated at $2,042,486.25, which is subject to change. Federal funds for this Project shall be limited to $1,633,989.00. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal or state funds, and the twenty (20) percent match for all eligible costs. Any unused federal or state funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the Total Project Cost at the end of the Project, to the ODOT Regional Local Agency Liaison.

3. Federal funds under this Agreement are provided under Title 23, United States Code.

4. If State performs work on the Project, State will provide Agency with a preliminary estimate for the cost of State's work. Prior to the start of each Project phase, State will provide an updated estimate of State's costs from that phase to Agency. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per the Terms of this Agreement.

5. Agency shall make all payments for work performed on the Project, including all construction costs, and invoice State for one-hundred (100%) percent of its costs. State shall reimburse approved Agency invoices at the pro-rated federal share of 80 percent (80%). All costs beyond the federal and state reimbursement and any non-participating costs are the responsibility of the Agency, and will not be reimbursed by State. State shall invoice Federal Highway Administration (FHWA) and Agency for work provided as part of the Project. Agency agrees to reimburse State for work performed for the project upon receipt of invoice. Failure of Agency to make such payments to State may result in withholding of Agency's proportional allocation of State Highway Trust Funds until such costs are paid. Agency understands that State's costs are estimates only and agrees to reimburse State for the actual amount expended.

6. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.

7. This Agreement is subject to the terms and provisions of the Local Agency Certification Program Agreement.

8. Information required by 2 CFR 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by State to Agency with the Notice to Proceed.

9. Indirect Cost Rate.

   a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is 8.05%. This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.

   b. If the approved rate changes during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rate for the project on file with ODOT at the time the work is performed. If Agency does not have approved indirect cost rates on file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.

10. Agency Work on this Project:

    a. As applicable to this Project, Agency shall perform the following functional areas in which Agency is fully certified and as authorized by the Local Agency Certification Program Agreement:

    - consultant selection (direct appoint)
    - design (excluding bridge design)
    - "advertise, bid, and award" the construction contract
    - construction contract administration

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

    - consultant selection (formal and informal processes)

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

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

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

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

14. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or September 30, 2024, whichever is sooner. Funding for this Project must be authorized by FHWA prior to September 30, 2020, or funding will be rescinded.

15. This Agreement supersedes and replaces Agreement No. 31779 and its amendments in its entirety. Agreement No. 31779 is terminated upon execution of this Agreement. Unpaid bills for preliminary engineering work incurred prior to the replacement of

Agreement No. 31779 shall be invoiced by Agency and paid for by State under this Agreement according to Terms of Agreement, paragraph 5 above.

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

17. State may conduct periodic inspections during the useful life of the Project to verify that Project is being properly maintained and continues to serve the purpose for which federal funds were provided.

18. State and Agency agree that the useful life of the Project is 20 years.

19. By signing this Agreement, Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf. If, in the preceding fiscal year, Agency received more than 80% of its gross revenues from the federal government, those federal funds exceed $25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Agency shall report the total compensation and names of its top five executives to State. Agency shall report said information to State within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "C".

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

    a. **General**: Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA") as identified in paragraph 1 of the **General Provisions** section of Local Agency Certification Program Agreement, and to utilize ODOT standards to assess and ensure Project compliance with the ADA.

    b. **ADA Design Standards and Construction Specifications**: Agency agrees to comply with ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for the design, construction or alteration of all Project sidewalks, curb ramps, and pedestrian activated signals under this Agreement, on both the Oregon State Highway System (state highway) and on the local agency system, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.

        i. **ADA Inspection Forms**: Prior to issuing the Second Notification pursuant to Oregon Standard Specification 00180.50(g), or Agency's approved equivalent,

Agency agrees to submit a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liason for each curb ramp constructed or altered for this Project. The completed form is the required documentation from Agency showing that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:
http://www.oregon.gov/ODOT/Engineering/Pages/Accessibilty.aspx

ii. **State inspection:** Agency shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.

c. **Work Zone Access**: Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.

d. **Reimbursement**: Unless Agency has an approved design exception, State will only reimburse Agency for work that meets the applicable ODOT standards, regardless of whether the work is on a State-owned or an Agency-owned facility.

e. **On-going Maintenance Obligation**: Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:

i. Pedestrian access is maintained as required by the ADA,

ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,

iii. Agency, or abutting property owner, pursuant to applicable local code provisions, performs any repairs or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,

iv. Any future alteration work on the Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and

v. Applicable permitting and regulatory actions are consistent with ADA requirements.

f. **Survival:** Maintenance obligations in this section shall survive termination of this Agreement.

21. Agency shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. Agency shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.

22. To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (hereinafter, referred to individually and collectively as "Claims"), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.

23. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

24. This Agreement may be terminated by mutual written consent of both Parties.

25. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

    a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

    b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

    c. If Agency fails to provide payment of its share of the cost of the Project.

    d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

    e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.

26. Any termination of this Agreement shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.

27. The rights and obligations set out in Terms of Agreement, paragraphs 16-17, 20.e-f, 22-23, and 26-30 of this Agreement shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive.

28. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires State to return funds to the FHWA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

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

30. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.

31. Agency certifies and represents that each individual signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

32. 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.

33. This Agreement and the Local Agency Certification Program (Certification Program) Agreement No. 30634, as amended and all attached exhibits constitutes the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State or Agency to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.

34. State's Regional Local Agency Liaison for this Agreement is Andrew Blair, Transportation Project Manager, ODOT Region 2, Area 3, 455 Airport Road SE, Building B, Salem, Oregon 97301; phone: (503) 986-2681; email: andrew.blair@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

35. Agency's Project Liaison for this Agreement is Steve Preszler, P.E., Project Engineer, Marion County Public Works Department, Engineering – Capital Projects; 5155 Silverton Road NE, Salem, Oregon 97305; phone: (503) 365-3157; email: spreszler@co.marion.or.us, or assigned designee upon individual's absence. Agency

shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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

This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key No. 19701) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE FOLLOWS

MARION COUNTY, acting by and through its elected officials

By _____
Commissioner

By _____
Commissioner

By _____
Commissioner

Date _____

APPROVAL RECOMMENDED

By Brian Nicholas 9/12/2019
Director of Public Works Date

APPROVED AS TOR FORM

By _____
Marion County Contracts Date

By _____
Marion County Legal Counsel Date

Agency Contact:
Steve Preszler, P.E., Project Engineer
Marion County Public Works Department,
Engineering – Capital Projects
5155 Silverton Road NE
Salem, OR 97305
Phone: (503) 365-3157
Email: spreszler@co.marion.or.us

State's Regional Local Agency Liaison:
Andrew Blair, Transportation Project Manager
ODOT Region 2, Area 3
455 Airport Road SE, Bldg. B
Salem, OR 97301
Phone: (503) 986-2681
Email: andrew.blair@odot.state.or.us

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

By _____
Deputy Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Certification Program Manager

Date _____

By _____
State Traffic/Roadway Engineer

Date _____

By _____
Region 2 Manager

Date _____

By _____
Region 2 Project Delivery Manager

Date _____

By _____
Area 3 Manager

Date _____

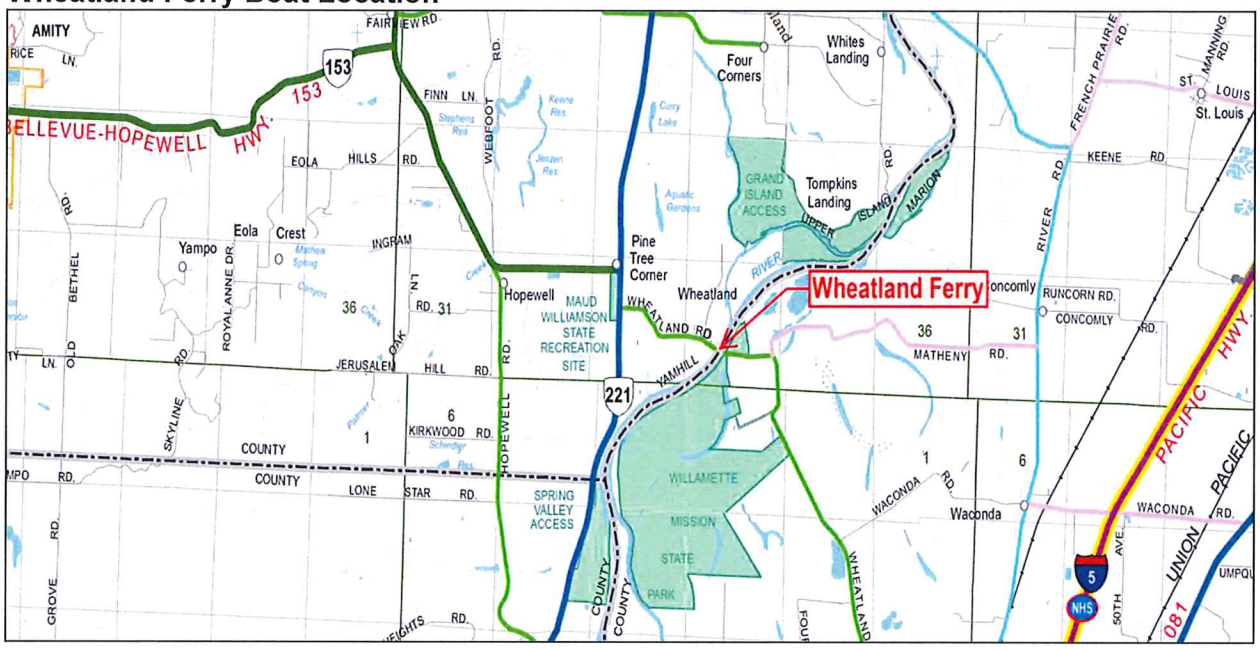
APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

Exhibit A – Project Location Map

Wheatland Ferry Boat Location



Buena Vista Ferry Boat Location

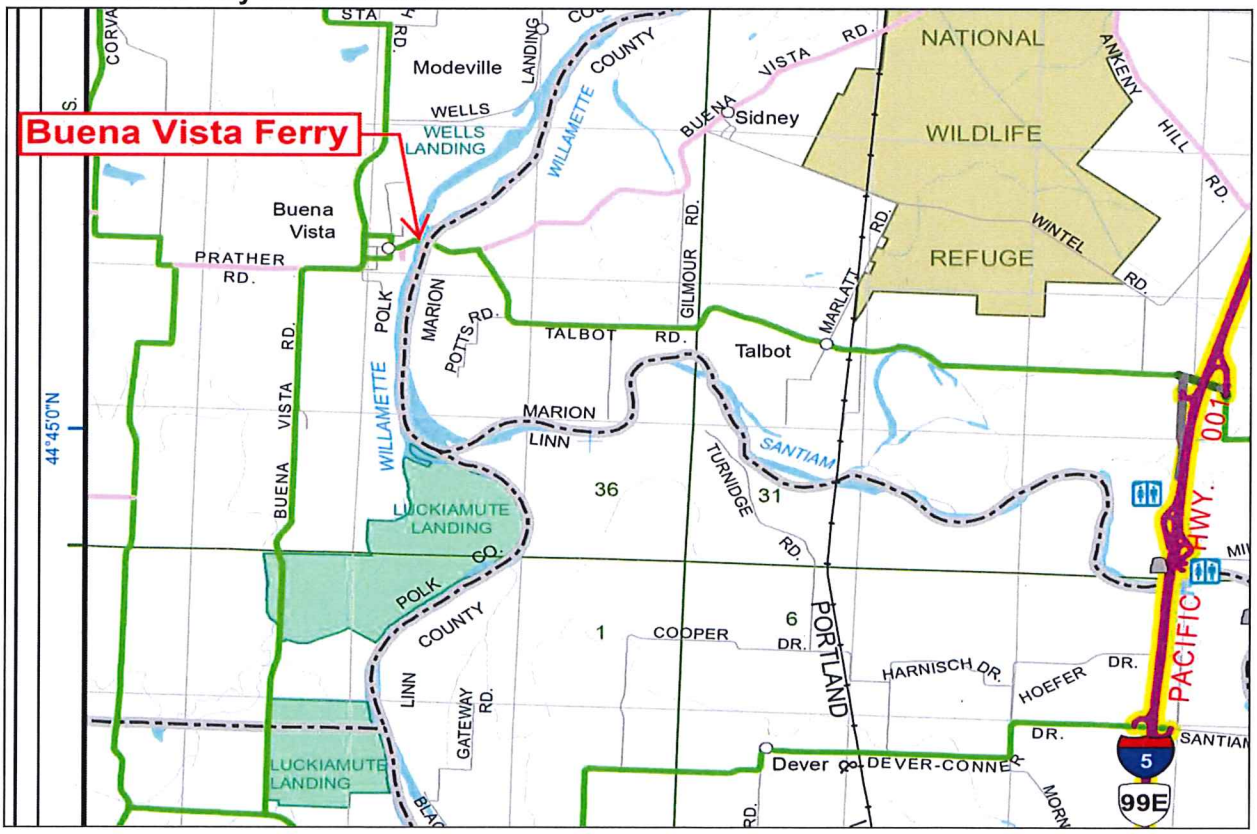


EXHIBIT B
Generators, Actuators, Vessel Improvements, Ramp Extensions and Catwalks

Parts and Equipment Procurement

Buena Vista Ferry

Item	Description	Qty.	Unit	Unit Price	Total
1	Generator Package	1	EA	$95,000	$95,000
2	Linear Actuator System	1	EA	$275,000	$275,000

Buena Vista Subtotal = $370,000

Wheatland Ferry

Item	Description	Qty.	Unit	Unit Price	Total
1	Generator Package	1	EA	$95,000	$95,000
2	Linear Actuator System	1	EA	$275,000	$275,000

Wheatland Subtotal = $370,000

Parts and Equipment Procurement = $740,000

Improvements

Buena Vista Ferry

Item	Description	Qty.	Unit	Unit Price	Total
1	Linear Actuator System Installation	1	LS	$75,243	$75,243
2	Generator Package Installation	1	LS	$80,000	$80,000

Buena Vista Subtotal = $155,243

Wheatland Ferry

Item	Description	Qty.	Unit	Unit Price	Total
1	Linear Actuator System Installation	1	LS	$75,243	$75,243
2	Generator Package Installation	1	LS	$80,000	$80,000
3	Ramp Widening	2	EA	$280,000	$560,000
4	Dolphins	4	EA	$93,000	$372,000
5	Catwalk	2	EA	$30,000	$60,000

Wheatland Subtotal = $1,147,243

Improvements = $1,302,486

Total Project (Phase 3) = $2,042,486

EXHIBIT C
Federal Funding Accountability and Transparency Act (FFATA)
Subaward Reporting

(For purposes of this Exhibit, references to "your organization" shall mean "Agency" and references to "ODOT" shall mean "State.")

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

Legal entity name:

Data Universal Number System (DUNS) number:

Executive compensation

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

a. In your organization's previous fiscal year, did your organization receive 80% or more of its annual gross revenue and $25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)

☐ Yes ☐ No If "yes," proceed to b. If "no," no further action is required and submittal of this form is not required.

b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ No If "yes," provide a link to the SEC: http://www.sec.gov where this information is located and return form to the ODOT contact shown at the bottom of this form.
Provide link here:

If "no," provide compensation information below.

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

1. $

2. $

3. $

4. $

5. $

Business entity contact information (person completing form):

Type name Title Date

Return completed form to: Jeff Flowers, Program and Funding Services Manager; Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301; Jeffrey.A.FLOWERS@odot.state.or.us

Background on FFATA requirements

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

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

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

If you have any questions, contact:
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