

INTERGOVERNMENTAL AGREEMENT

Motor Carrier

Motor Carrier Safety Assistance Program Federal Fiscal Year 2012

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, Motor Carrier Transportation Division, hereinafter referred to as "ODOT," and THE CITY OF PORTLAND, acting by and through its Portland Police Bureau, hereinafter referred to as "PPB," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, and 825.250, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers or agents have the authority to perform.
2. As defined in ORS 825.250 (2), an "authorized representative" means a city, county or state employee who has been trained and certified by ODOT as a commercial vehicle inspector, as defined in Oregon Administrative Rules (OAR) 740-100-0115, and who is employed either by ODOT or by an agency that has an agreement with ODOT to provide inspections of commercial vehicles, drivers, general cargo or hazardous materials.
3. PPB wishes to have a certain number of its employees remain or become authorized representatives for purposes of ORS 825.250(2). Further, PPB wishes to receive federal fund reimbursement for approved Motor Carrier Safety Assistance Program (MCSAP) activities conducted at the request of ODOT.
4. ODOT wishes to enter into agreements with participating agencies in order to ensure that highway safety is enhanced through uniform commercial motor vehicle inspections conducted statewide.

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, ODOT wishes to retain the services of PPB to perform the work described in this Agreement.
2. Total Project cost is \$122,618.37, including PPB's twenty (20) percent matching fund requirement and MCSAP Maintenance of Effort (MOE) requirement. ODOT's payments to PPB under this Agreement will be based on actual costs related to the MCSAP activities detailed in FUNDED SELECTIVE ENFORCEMENT WORK below. Program payments will be made solely from federal funds and shall not exceed \$93,000. No state funds are obligated under this Agreement. PPB shall be responsible for any nonparticipating costs and Project costs beyond the estimate.

ODOT/PPB
Agreement No. 28601

3. Reimbursements will be made by ODOT on a basis of first obligations. The first \$6,368.37 of MCSAP eligible expenses will satisfy the MCSAP MOE requirement and will not be reimbursed. All subsequent reimbursements will be on an 80/20 [80 percent of billed amounts will be compensated] basis to ensure matching efforts are complete.
4. ODOT considers PPB a sub-recipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this work is 20.218, National Motor Carrier Safety.
5. ODOT and PPB agree that their authorized inspection representatives, certified as commercial vehicle inspectors, as defined by OAR 740-100-0015, by ODOT, under ORS 810.560, will implement inspection procedures in accordance with minimum standards contained herein.
6. ODOT and PPB agree to enforce the North American Uniform Inspection Out-of-Service Criteria as authored and published by the Commercial Vehicle Safety Alliance (CVSA).
7. The North American Uniform Inspection Out-of-Service Criteria standards are adopted into Oregon law by ODOT under:
 1. OAR 740-100-0090, Part I - Driver.
 2. OAR 740-100-0070, Part II - Vehicle.
 3. OAR 740-100-0080, Part III - Hazardous Materials.
8. For Ticketing Aggressive Cars and Trucks (TACT) activities, ODOT agrees to pay up to \$45,000. Payments will be made from federal funds for services outlined in Paragraph 2 under FUNDED SELECTIVE ENFORCEMENT WORK. No state funds are obligated for this activity. TACT activities must be pre-approved by ODOT.
9. This Agreement covers services performed, and purchases made, during the period from October 1, 2011, through September 30, 2012. The payment for work completed may be made through December 31, 2012, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

FUNDED SELECTIVE ENFORCEMENT WORK

ODOT agrees to reimburse PPB for:

1. Performing Commercial Vehicle inspections in accordance with the Level I, II, III, and IV standards.
2. Participating in selective TACT enforcement exercises primarily directed at non-Commercial Motor Vehicle (CMV) drivers whose behaviors create operational hazards for CMVs. It is understood that officers may also encounter violations committed by CMV drivers during such exercises. In both instances only enforcement actions resulting in citations or written warnings, clearly documenting that the violation(s) occurred around a CMV or as a result of a CMV driver's behavior, will be compensated.

ODOT/PPB
Agreement No. 28601

- a. During scheduled operations, PPB is expected to cite or warn at a minimum rate of two (2) drivers per hour, per patrol position.
 - b. All TACT activity shall occur in or near the Accident Intensified MCSAP Corridors (AIM Corridors) identified by ODOT in Exhibit D, the Appendix C: Guide to the Commercial Vehicle Safety Plan (CVSP), attached hereto and by this reference made a part hereof.
3. Participating in ODOT special operations during which truck inspections are performed by other agencies, with PPB providing additional support specifically requested by ODOT.
 4. Supplies and equipment used in performing inspections or other activities when mutually agreed to in writing. Any such reimbursement will be counted against the limit of \$93,000.

PPB OBLIGATIONS

1. PPB shall perform the work described in this Agreement and in accordance with the CVSP.
2. PPB shall:
 - a. Submit Exhibit E – **Line Item Budget Form**, attached hereto and by this reference made a part hereof, reporting all direct and indirect expenditures in performance of this Agreement. Exhibit E describes the expenditures for allocable costs such as personnel and related costs, equipment purchases, printing, information systems costs, and other eligible costs.
 - b. Request in writing to the MCSAP Project Manager, all proposed capital or non-expendable equipment expenditures to be paid for with MCSAP funds. Such request shall contain an exact identification of the proposed purchase, cost, use, and justification.
 - c. Maintain the average aggregate expenditure, exclusive of federal funds and matching funds, for CMV safety programs eligible for funding under this part at a level at least equal to the average level of expenditure for the three (3) full fiscal years beginning after October 1 of the year five (5) years prior to the beginning of each federal fiscal year.
 - d. Request reimbursement as follows: Submit invoices along with supporting documentation to ODOT at least quarterly. Supporting documentation must include Exhibit E - **Line Item Budget Form**, with the "Total Expenses To Date" and "Expenses this Reporting Period" columns filled out.
 - e. Comply with all provisions contained in Exhibits A, B and C, attached hereto and incorporated herein.
 - f. Comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without

ODOT/PPB
Agreement No. 28601

limiting the generality of the foregoing, PPB expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- g. Ensure that all PPB personnel as defined by OAR 740-100-0015 who engage in the inspection of commercial motor vehicles and their drivers are trained and certified by ODOT pursuant to ORS 810.560. Personnel shall also attend eight (8) hours of ODOT provided refresher training once every two (2) years.
- h. Enforce Oregon's Commercial Vehicle Safety and Hazardous Material Rules and Regulations in a manner consistent with the approved state MCSAP/CVSP and MCSAP/Commercial Vehicle Safety Alliance (CVSA) approved inspection procedures.
- i. Conduct inspection levels as defined by ODOT.
- j. Conduct all inspections on public highways and conduct at least twenty-five (25) percent of the inspections during off peak hours.
- k. Maintain an average agency driver out-of-service rate at or above the national average reported by the Federal Motor Carrier Safety Administration (FMCSA).
- l. Conduct roadside inspections at locations that are adequate to protect the safety of drivers and enforcement personnel.
- m. Conduct no inspections at a motor carrier's terminal unless such inspections have been authorized by ODOT.
- n. Initiate inspections only after a traffic stop, size and weight enforcement stop, or when an out-of-service defect is detected during the normal duty activities of a certified inspector.
- o. Verify ODOT registration status for each commercial vehicle inspected power unit.
- p. To the greatest extent possible, record all inspections on ASPEN™ software and electronically upload computer-driven inspections daily to the federal Safety and Fitness Electronic Reporting (SAFER) system.
- q. Provide, in the event that PPB is unable to record all inspections on ASPEN™ software and electronically upload computer-driven inspections daily to ODOT, written records of all manual inspections to ODOT on ODOT Driver/Equipment Compliance Check Form No. 735-9242, and forward completed inspections to ODOT within five (5) working days of the inspection.

ODOT/PPB
Agreement No. 28601

- r. Purchase and receive equipment before the end of the federal fiscal year 2012 and request reimbursement in writing to the MCSAP Officer within thirty (30) days of receiving the equipment. Request shall include a copy of the original bill of sale from the supplier(s).
 - s. Notify the MCSAP officer of any joint or special operations involving commercial motor vehicles.
 - t. Comply with the requirements of 2 Code of Federal Regulations (CFR), Part 225 (previously OMB Circular A-87, "Cost Principles of State, Local and Indian Tribal Governments").
3. PPB shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from ODOT.
 4. All employers, including PPB, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. PPB shall ensure that each of its contractors complies with these requirements.
 5. PPB shall perform the service under this Agreement as an independent contractor and shall be exclusively 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 withholdings.

ODOT OBLIGATIONS

1. In consideration for the services performed, ODOT agrees to reimburse PPB, pursuant to its obligations set forth above, an amount not to exceed \$93,000 in federal funds for personal services, services & supplies, and equipment expenses incurred while performing selected enforcement work as described above. No state funds are obligated under this Agreement.
2. ODOT will assess PPB's performance in reference to PPB Obligations Paragraph 2, Subsection i of this Agreement. In the event PPB's performance is deemed unreasonable per ODOT's assessment of PPB Obligations, Paragraph 2, Subsection i of this Agreement, contract termination, per General Provisions Paragraph 3 of this Agreement, will be enforced.
3. In furtherance of ODOT's contractual obligations to FMCSA, and in recognition of ODOT's sponsorship and responsibility to coordinate the motor carrier safety activities of PPB, ODOT agrees to:
 - a. Pursuant to the Governor's directive, function as the lead agency for purposes of administering Oregon's participation in motor carrier safety activities and to the maximum extent possible coordinate commercial vehicle and driver enforcement activities between all certified and participatory agencies in accordance with the CVSP.

ODOT/PPB
Agreement No. 28601

- b. Coordinate and assist PPB in the preparation and timely submission to ODOT of required safety program documentation.
 - c. Supply vehicle out-of-service stickers.
 - d. Monitor proper application of inspection procedures, the Motor Carrier Safety Regulations and the Out-of-Service Criteria required by the MCSAP and ORS 810.560. Further, ODOT will review inspection documents for proper documentation techniques and correct application of violations.
 - e. Process written requests for capital expenditures for carrying out the provisions of the CVSP and this Agreement. PPB acknowledges that ODOT must first have written authority from the FMCSA to make such expenditures, and that ODOT shall not reimburse PPB for such expenditures prior to and unless such written authority is obtained.
 - f. Consolidate PPB's safety activities and fiscal reports.
 - g. Train, retrain (as necessary or desirable and within ODOT's ability to make training available), test, and certify the inspectors of PPB, in accordance with ORS 810.560, this Agreement, the Oregon Board of Public Safety Standards and Training, and, as applicable, CVSA.
4. The Manager of Safety and Federal Programs at the Motor Carrier Transportation Division is ODOT's Project Manager for purposes of administering this Agreement, is Doug Hedlund, 550 Capitol Street NE, Salem, OR 97301-2530, (503) 373-7184, William.D.HEDLUND@odot.state.or.us, or assigned designee upon individual's absence. ODOT shall notify the other Party in writing of any contact information changes during the term of this Agreement.
 5. In no event shall ODOT's obligations hereunder be construed to require ODOT to provide any coordination or assistance in the form of either personnel or funds, related to PPB's efforts to ensure it will be able to continue providing mission critical services.

GENERAL PROVISIONS

1. ODOT certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within ODOT's current appropriation or limitation of current biennial budget.
2. This Agreement may be terminated by mutual written consent of both Parties.
3. ODOT may terminate this Agreement effective upon delivery of written notice to PPB, or at such later date as may be established by ODOT, under any of the following conditions:
 - a. If PPB fails to provide services called for by this Agreement within the time specified herein or any extension thereof;

ODOT/PPB
Agreement No. 28601

- b. If PPB 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 ODOT fails to correct such failures within ten (10) days or such longer period as ODOT may authorize;
 - c. If ODOT fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the work provided in the agreement, including cancellation or discontinuation of any federal grants whose funds are used to pay for PPB's work under this Agreement;
 - d. 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 ODOT is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination except when the Agreement is terminated due to conditions 3c or 3d above.
5. 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 ODOT or PPB 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.
6. With respect to a Third Party Claim for which ODOT is jointly liable with PPB (or would be if joined in the Third Party Claim), ODOT 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 PPB in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of PPB 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 ODOT on the one hand and of PPB 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. ODOT'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 ODOT had sole liability in the proceeding.
7. With respect to a Third Party Claim for which PPB is jointly liable with ODOT (or would be if joined in the Third Party Claim), PPB 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 ODOT in such proportion as is appropriate to reflect the relative fault of PPB on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as

ODOT/PPB
Agreement No. 28601

any other relevant equitable considerations. The relative fault of PPB on the one hand and of ODOT 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. PPB'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.

8. 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.
9. PPB acknowledges and agrees that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of PPB, which are directly pertinent to the specific Agreement for the purpose of making audits, examinations, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.
10. As federal funds are involved in this Agreement, EXHIBITS A, B and C are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by PPB representative.
11. PPB, as a recipient of grant funds, pursuant to this Agreement with ODOT, shall assume sole liability for PPB's breach of the conditions of the grant, and shall, upon PPB's breach of grant conditions that requires ODOT to return funds to FMCSA, the grantor, hold harmless and indemnify ODOT for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of PPB, 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.
12. 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.
13. This Agreement and 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, 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 ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

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.

ODOT/PPB
Agreement No. 28601

CITY OF PORTLAND, by and through its
Portland Police Bureau

By _____

Title _____

Date _____

PPB Contact:

Sergeant Mike Fort
Portland Police Bureau
Traffic Division
1111 SW 2nd Ave
Portland OR 97204
(503) 793-4716
mike.fort@portlandoregon.gov

ODOT Contact:

Paul Kroll, Fiscal Officer, Motor Carrier
Administration
PUC Building
550 Capitol St NE
Salem, OR. 97301-2530
(503) 378-6204
Paul.A.KROLL@odot.state.or.us

By _____
Auditor, City of Portland

Date _____

STATE OF OREGON, by and through its
Department of Transportation

By _____

Section Manager, Motor Carrier,
Investigations/Safety/Federal Programs

Date _____

APPROVAL RECOMMENDED

By _____

Fiscal Officer, Motor Carrier Administration

Date _____

EXHIBIT A to Agreement No. 28601

For purposes of Exhibit A, references to State shall mean ODOT, references to applicant/recipient and contractor shall mean PPB and references to contract shall mean Agreement.

GENERAL PROVISIONS FOR MCSAP AGREEMENT

1. General Provisions: The State will comply with all Federal laws and requirements which are applicable to grant agreements, and imposed by the Federal Motor Carrier Safety Administration (FMCSA) concerning special requirements of law, program requirements, and other administrative requirements.
2. Regulation Requirements: The State hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements of the Commercial Motor Vehicle Safety Act of 1986, and the new Federal Common Rule 49 CFR, Part 18, 49 CFR, Part 90 (Audits of State and Local Governments), and 2 CFR, Part 225 (Cost Principles for State, Local, and Indian Tribal Governments) as they relate to the application, acceptance and use of Federal funds for this federally-assisted project.
3. Modifications: This Agreement may be amended at any time by a written modification properly executed by both the FMCSA and the State.
4. Retention and Custodial for Records:
 - (a) Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of six years, with the following exception:
 - (1) If any litigation, claim, or audit is started before the expiration of the 6-year period, the records shall be retained until all litigation claims or audit findings involving the records have been resolved.
 - (2) Records for nonexpendable property, if any, required with Federal funds shall be retained for six years after its final disposition.
 - (3) When records are transferred to or maintained by FMCSA, the 6-year retention requirement is not applicable to the recipient.
 - (b) The retention period starts from the date of the submission of the final expenditure report.
 - (c) The Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the recipient, and its contractors and subcontractors, to make audits, examinations, excerpts, and transcripts.
5. Equal Employment Opportunity:
 - (a) The applicant/recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
 - (b) The applicant/recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.
 - (c) The applicant/recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap or age; and that it has or will develop and submit to FMCSA by August 1, an affirmative action plan consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608.
6. Copeland Act: All contracts in excess of \$2,000 for construction or repair awarded by recipient and its contractors or subcontractors shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, or give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to FMCSA.
7. Davis-Bacon Act: When required by the Federal program legislation, all construction contracts awarded by the recipient and its contractors or subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wage specified

ODOT/PPB
Agreement No. 28601

in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the G/CAO.

8. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by recipient in excess of \$2,500 that involve the employment of mechanics or laborers, shall include a provision of compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at the rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act, if applicable to construction work, provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
9. Access to Records: All negotiated contracts (except those of \$10,000 or less) awarded by recipients shall include a provision to the effect that the recipient, FMCSA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcripts.
10. Civil Rights Act: The recipient shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of that Act, no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient received Federal financial assistance and shall immediately take any measures necessary to effectuate this Agreement. It shall comply with Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where:
 - (a) The primary purpose of an instrument is to provide employment, or
 - (b) Discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
11. Nondiscrimination: The applicant/recipient hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the applicant/recipient receives Federal financial assistance. The specific requirements of the United States Department of Transportation standard Civil Rights assurances with regard to the States' highway safety programs (required by 49 CFR 21.7 and on file with the U.S. DOT) are incorporated in this grant Agreement.
12. Rehabilitation Act: The recipient shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education, and Welfare (45 CFR, Parts 80, 81 and 84), promulgated under the foregoing statute. It agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, and that it shall take any measures necessary to effectuate this Agreement.
13. Government Rights (Unlimited): FMCSA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FMCSA.

ODOT/ PPB
Agreement No. 28601

For purposes of Exhibits B and C, references to Department shall mean ODOT, references to Contractor shall mean PBB and references to Contract shall mean Agreement.

EXHIBIT B (PBB)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DEPARTMENT OFFICIAL CERTIFICATION (ODOT)

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

ODOT/PPB
Agreement No. 28601

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. 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 records, making false statements or receiving stolen property;
3. 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
4. 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.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction",

ODOT/PPB
Agreement No. 28601

"participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.

7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.

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

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the

ODOT/PPB
Agreement No. 28601

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract 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 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 contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
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 debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records 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 suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

ODOT/PPB
Agreement No. 28601

- b. 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.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.

ODOT/PPB
Agreement No. 28601

3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
 - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
 4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
 5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
 6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section, in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.
- VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY
- In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:
- DBE POLICY STATEMENT**
- DBE Policy.** It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT

ODOT/PPB
Agreement No. 28601

assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Oregon Department of Transportation (ODOT) and its contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither ODOT nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and

obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

**CONTRACTOR'S DBE CONTRACT
GOAL**

DBE GOAL 0 %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

ODOT/PPB
Agreement No. 28601

agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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.

The Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING
ODOT'S DBE PROGRAM
REQUIREMENT CONTACT
OFFICE OF CIVIL RIGHTS AT
(503)986-4354.

EXHIBIT D

Guide to the 2011 Commercial Vehicle Safety Plan

**Appendix C Guide to the
2011 Oregon Commercial
Vehicle
Safety Plan**

Law Regarding Safety Plan

**Oregon Revised Statute – ORS 825.248 –
Annual commercial motor vehicle safety
plan.**

(1) The Department of Transportation shall develop an annual commercial motor vehicle safety plan. The goal of the plan is to reduce accidents involving commercial motor vehicles and to reduce injuries and fatalities resulting from accidents. The priority for each year's plan shall be determined on the basis of accurate and timely data. The department shall use performance measures to determine the success of an annual plan and to develop the subsequent plan.

(2) In conducting inspections described in ORS 810.560, a person who is trained and certified as a commercial vehicle inspector under ORS 810.560 shall adhere to the provisions of the commercial motor vehicle safety plan.

Summary of Key Problems & Objectives

The following series of state-specific problem statements and national program objectives represent the heart of Oregon's Safety Plan for 2011. This section describes problems that must be addressed and objectives that must be achieved in order to have the greatest positive impact on commercial vehicle safety. Oregon enforcement officers and inspectors need to particularly focus on state-specific objectives that seek to reduce the five-year average crash total by 5%.

Problem and Objective #1 – Prevent speed and other driver behavior-related truck-at-fault crashes on Interstate 5, Interstate 84, and US97. Reduce truck-at-fault crashes by 5%, from a five-year average of 244 to 232 in Fiscal Year 2010. State law enforcement officers must make probable cause stops for traffic violations, particularly speeding, and conduct roadside inspections of trucks and drivers. Safety specialists and motor carrier enforcement officers will join them in special operations along these freight routes.

Problem and Objective #2 – Address the number of truck crashes in Portland, Salem, and Eugene that are caused by non-commercial motor vehicle (non-CMV) drivers. Reduce the percentage of non-CMV-driver-caused crashes in these large metropolitan areas by 5%, from a five-year average of 56% to 51% in Fiscal Year 2011. Recruit police to conduct intensified enforcement operations, including Ticket Aggressive Cars and Trucks (TACT) exercises, to check aggressive driving and spread key safety messages.

Problem and Objective #3 – Reduce the number of commercial vehicle drivers who don't wear safety belts. Oregon will commission a formal study of seat belt compliance to establish a baseline for the percentage of drivers failing to wear belts. Oregon can then set a measurable objective to reduce that percentage.

Problem and Objective #4 – Prevent truck-at-fault crashes in high-elevation stretches of Interstates 5 and 84 during Winter months, particularly in December and January. AIM Corridor #1 at Siskiyou Summit on I-5 and Corridors #7, #8, and #9 at Emigrant Hill, Ladd Canyon, and Nelson Point to Weatherby on I-84 are parts of 204 total road miles that are plagued with treacherous weather conditions. Reduce by 5% the number of truck-at-fault, weather-related crashes in AIM Corridor #1 and the entire eastern portion of I-84, from a five-year average of 42 to 40 in Fiscal Year 2011. Police officers must aggressively enforce traffic laws for both commercial and

ODOT/PPB
Agreement No. 28601

non-commercial vehicles and all enforcement officers must focus on chain law awareness and compliance in inclement weather.

Problem and Objective #5 – Monitor Oregon passenger carriers to ensure they operate safely. Conduct Level 5 terminal inspections and on-highway inspections when imminent or obvious safety hazards are discovered. Conduct 100 passenger vehicle inspections in FY2011. Maintain or decrease the nine-year average number of bus-at-fault crashes, which stands at three per year.

Detail About State-Specific Problems & Objectives

1

Address the high incidence of driver-behavior-related truck-at-fault crashes on Oregon's major freight routes

— Oregon continues to experience a high number of speed and other driver behavior-related truck-at-fault crashes on the state's three major freight routes — Interstate 5, Interstate 84, and US97. All three routes pass through rural and urban areas. The five-year average for truck-at-fault crashes on these routes stands at 244.

Objective — Crash Reduction: The objective for Fiscal Year 2010 was to reduce truck-at-fault crashes on I-5, I-84, and US97 by 5%, from the five-year average of 244 to 232.

Status: There were 174 truck-at-fault crashes along these major freight routes in Fiscal Year 2009, representing a 29% decrease from the five-year average of 244 crashes. At the Fiscal Year 2010 mid-year point, truck-at-fault crash totals were on track to drop even further compared with the five-year average. Since this objective's 5% reduction goal will have been far surpassed, it is being discontinued for Fiscal Year 2011.

There will be no change, however, in the focus of truck safety enforcement. Oregon will

continue to conduct intensive operations to deter driver behavior-related truck-at-fault crashes on these routes.

There will be no change, however, in the focus of truck safety enforcement. Oregon will continue to conduct intensive operations to deter driver behavior-related truck-at-fault crashes on these routes.

2

Address the number of truck-involved crashes that are caused by non-commercial motor vehicle drivers — The greatest concentration of CMV-involved crashes in Oregon occur on major thoroughfares within the three largest metropolitan areas: Portland, Salem, and Eugene. Just over half of those crashes were caused by non-CMV driver behavior.

Objective — Crash Reduction: Reduce the percentage of non-CMV-driver-caused crashes in Portland, Salem, and Eugene by 5%, from a five-year average of 56% to 51% in FY2011.

Status: Car vs. truck crashes in Oregon's largest metropolitan areas have dropped substantially since Fiscal Year 2007, but cars continue to cause more than half of all such crashes.

Activity and Performance Measures:

- Law enforcement officers conduct traffic enforcement operations in these three metropolitan areas, focusing on illegal non-CMV driver behavior around CMVs. They schedule and conduct two Ticket Aggressive Cars and Trucks (TACT) exercises to check aggressive driving and garner publicity to spread key safety messages.
- Engage ODOT's Public Relations staff to inform the trucking industry and the public about enhanced enforcement efforts.
- Track the number of traffic stops and the citations and warnings issued for violations

ODOT/PPB
Agreement No. 28601

such as speeding, following too close, improper lane change, and improper turn.

3

Reduce the number of truck drivers

who don't wear safety belts — A nationwide study has concluded that 28% of commercial vehicle drivers don't wear safety belts. Oregon's crash and inspection statistics tend to confirm the finding, as does an informal survey it conducted.

Objective — Safety Improvement: Complete a formal survey to establish a baseline for the percentage of drivers failing to wear belts. Then work to decrease the percentage by 5% between 2012 and 2016.

Status: In almost half of all Oregon crashes, it's unknown whether or not the CMV driver was wearing a safety belt. Oregon attempted to gather more reliable statistics by adding a mandatory safety belt observation to inspection forms, but that attempt failed because it's difficult for inspectors to ascertain from ground level whether the driver was buckled when initially stopped.

Activity and Performance Measures:

- All traffic enforcement operations and on-highway inspections include safety belt observation and enforcement. Inspectors document safety belt enforcement actions.
- Conduct two covert operations using a specialized camera to take photos from highway vantage points to enforce safety belt usage. Analyze operations to gauge effectiveness.
- Produce quarterly reports tracking the number of inspection form observations, violations, traffic citations, and warnings for safety belt usage.

4

Winter crashes — The highest

elevations on Oregon's major freight routes are found along a 7-mile rural stretch of I-5

near the California border, identified as AIM Corridor #1, and in a 197-mile mostly rural stretch of I-84 in Eastern Oregon, with particular trouble spots identified as Corridors #7, #8, and #9.

- Corridor #1 — I-5, Siskiyou Summit
- Corridor #7 — I-84, Emigrant Hill
- Corridor #8 — I-84, Ladd Canyon
- Corridor #9 — I-84, Nelson Point to Weatherby

Although these mountainous areas are plagued with treacherous road conditions, chain enforcement exercises routinely find high violation rates.

Objective — Safety Improvement: Reduce by 5% the number of weather-related truck-at-fault crashes in the designated sections of I-5 and I-84 during Winter months, from a five-year average of 42 to 40 in FY2011.

Status: Continuous chain checks during the most recent Winter season resulted in the issuance of 281 citations and 264 warnings. Violations occur even though chain requirements are widely published and distributed, including advisories on TripCheck.com. Also, variable message signs at the I-5 Siskiyou Pass, I-84 Emigrant Hill, and many other locations throughout the state warn of current road and weather conditions and chain requirements, as well as actual and recommended speeds based on vehicle weights and prevailing conditions.

Activity and Performance Measures:

- Law enforcement and motor carrier enforcement officers maintain aggressive enforcement during periods when vehicles are required to carry or use chains in the designated areas of I-5 and I-84.
- Produce quarterly reports tracking the number of traffic stops made and citations or warnings issued for violation of chain requirements.

ODOT/PPB
Agreement No. 28601

5

Passenger vehicle inspections —

Oregon must monitor rural- and urban-based passenger carriers to ensure they operate safely. Inspectors conduct Level 5 terminal inspections and on-highway inspections when safety hazards are observed.

Objective — Passenger Transportation Safety: Maintain or decrease the nine-year average number of bus-at-fault crashes, which stands at three per year, by conducting 100 passenger-carrying vehicle inspections in FY2011.

Status: This objective, first introduced in Fiscal Year 2007, continues this year in recognition of the federal emphasis on passenger safety although bus-at-fault crashes rarely occur.

Activity and Performance Measures:

- Perform Level 5 inspections, with or without compliance reviews, and track the totals. Perform on-highway inspections when warranted. Produce quarterly reports analyzing activity.

National Safety Program

Activities & Objectives

State Commercial Vehicle Safety Plans must address the five National Program Elements listed in Motor Carrier Safety Assistance Program regulations, 49 CFR 350.109: Driver/Vehicle Inspections, Traffic Enforcement with Inspection, Compliance Reviews, Public Education and Awareness, and Data Collection.

EXHIBIT E – Line Item Budget Form to Agreement No. 28601

| PERSONNEL RESOURCES | FFY 2012 |
|---|----------|
| # of Positions Assigned to MCSAP-Eligible Activities | 10.0 |
| # of FTE Assigned to MCSAP-Eligible Activities ⁵ | 0.40 |
| Average Hourly Salary w/ Benefits | \$67.62 |
| Estimated # of Inspections | 810 |

| FY 2012 MCSAP CVSP BUDGET | | | | |
|--|----------------------|------------------------|------------------|--|
| ¹ MCSAP Eligible Expenses | Total Budgeted Costs | Total Expenses To date | Budget Remaining | Expenses this Reporting Period 10/01/2011-09/30/2012 |
| <u>Personnel (Payroll Costs)</u> | | | | |
| Salary | \$33,000.00 | | | |
| Fringe | \$ 9,000.00 | | | |
| Overtime | \$28,000.00 | | | |
| Other | | | | |
| Sub-Total, Payroll Costs | \$70,000.00 | \$0.00 | \$0.00 | \$0.00 |
| <u>Equipment & Supplies</u> | | | | |
| Equipment (Non-Expendable) | | | | |
| Equipment (Expendable) | | | | |
| Supplies | \$ 10,046.37 | | | |
| Other | | | | |
| Sub-Total, Equipment and Supplies | \$ 10,046.37 | \$0.00 | \$0.00 | \$0.00 |
| <u>Program Travel</u> | | | | |
| Travel (Lodging/M Meal Allowance) | | | | |
| Fleet Cost (Mileage/Repair) | \$10,000.00 | | | |
| Other | \$2,500.00 | | | |
| Sub-Total, Program Travel | \$12,500.00 | \$0.00 | \$0.00 | \$0.00 |
| <u>Training & Conferences</u> | - | - | - | - |
| Training | | | | |
| Conferences | | | | |
| Registration Fees | | | | |
| Other | | | | |
| Sub-Total, Training & Conferences | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

EXHIBIT E – to Agreement No. 28601

| | | | | |
|---|---------------------|---------------|---------------|---------------|
| Miscellaneous Expenses | - | - | - | - |
| Building Rent/Maint | | | | |
| Telephone | | | | |
| Insurance | | | | |
| Other | | | | |
| Sub-Total, Misc. Expenses | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | |
| SUBTOTAL, DIRECT COSTS | \$92546.37 | \$0.00 | \$0.00 | \$0.00 |
| | - | - | - | - |
| Indirect Costs (Fill in %) | \$30,072.00 | | \$0.00 | \$0.00 |
| | | | | |
| Total Eligible Costs Budgeted | \$122,618.37 | \$0.00 | \$0.00 | \$0.00 |
| | | | | |
| ² Federal Funds Budgeted (80%) | \$93,000.00 | | \$0.00 | \$0.00 |
| ³ Matching Funds Budgeted (20%) | \$23,250.00 | | \$0.00 | \$0.00 |
| ⁴ MOE Funds Budgeted | \$ 6,368.37 | \$0.00 | \$0.00 | \$0.00 |
| | | | | |
| Projected # of Inspections | 810 | | | |
| Estimate Average Cost per Inspection | \$ 151.38 | | | |
| | | | | |

¹MCSAP Eligible Expenses are budgeted costs reimbursable under the MCSAP program (see 350.311).

Include all MCSAP-eligible expenses to be incurred.

²Federal Funds Budgeted is the not to exceed limit located under TERMS OF AGREEMENT, Paragraph 2 of this Agreement.

³Matching Funds Budgeted is PBB's share of the grant funding.

⁴MOE Funds Budgeted is computed as Total Eligible Costs Budgeted **less** Federal Funds Budgeted **less** State Matching Funds Budgeted. **NOTE: MOE Funds Budgeted must be equal to or greater than the aggregate average MOE on the MOE template.**

⁵ # of Positions Assigned divided by 2080 hours.