

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AGREEMENT**

1. AGREEMENT NUMBER	2. AGREEMENT EFFECTIVE FROM DATE IN BLOCK 4 UNTIL	3. AMENDMENT NO.	4. EFFECTIVE DATE
18TP-11449	See Block #11	-0-	Same as Block #17

ISSUED TO	ISSUED BY
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5. ORGANIZATION AND ADDRESS City of Oregon City ATTN: Dayna Webb, Senior Project Engineer, Public Works Department 625 Center Street Oregon City, OR 97045-2253	6. ORGANIZATION AND ADDRESS U.S. Department of Energy Bonneville Power Administration ATTN: James B. Smith III – TPCC/TPP-4 P.O. Box 61409 Vancouver, WA 98666
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7. TECHNICAL CONTACT Dayna Webb	PHONE NUMBER (503) 974-5508	8. TECHNICAL CONTACT Jay Largo	PHONE NUMBER (360) 619-6443
9. ADMINISTRATIVE CONTACT Dayna Webb	PHONE NUMBER (503) 974-5508	10. ADMINISTRATIVE CONTACT Jay Largo	PHONE NUMBER (360) 619-6443

11. TITLE/BRIEF DESCRIPTION OF WORK TO BE PERFORMED UNDER THIS AGREEMENT

**PRELIMINARY ENGINEERING AND PLANNING WORK ASSOCIATED WITH CITY OF OREGON CITY'S MEYERS
ROAD EXTENSION ACROSS BONNEVILLE POWER ADMINISTRATION'S OSTRANDER – PEARL NO 1 500KV
TRANSMISSION LINE RIGHT OF WAY**

This Reimbursable Agreement (Agreement) between the Bonneville Power Administration (BPA) and the City of Oregon City (Oregon City) provides for preliminary engineering and planning work associated with Oregon City's Meyers Road extension across BPA's Right of Way (ROW) underneath the Ostrander – Pearl No 1 500kV line (OSTD-PERL-1) and the Big Eddy – Chemawa No 1 230 kV line (BIGE-CHEM-1).

Oregon City plans to build a Meyers Road extension across BPA's ROW passing underneath the OSTD-PERL-1 between structures 10/6 and 11/1 and BIGE-CHEM-1 between 81/6 and 82/1. During engineering review of Oregon City's Land Use Review Request it was determined that the OSTD-PERL-1 would need to be raised in order to meet National Electrical Safety Code (NESC) standards and mitigate violation of the < 5 kV/m e-field requirement that would occur with construction of the Meyers Road extension. At this time it is expected that only one structure will need to be raised or replaced, but project scoping will ultimately determine if one or both structures will need to be raised, modified, moved or replaced. This agreement provides for preliminary engineering to determine the scope of work, estimated project costs and timeline needed to accomplish mitigation of the potential e-field violation if the Meyers Road extension were to be built.

BPA and Oregon City agree: BPA shall, at Oregon City's expense, develop a plan-of-service, project requirements diagram, cost estimates, and approximate schedule for raising BPA's OSTD-PERL-1 between structures 10/6 and 11/1 in order to meet NESC standards and mitigate violation of the < 5 kV/m e-field requirement that would occur as a result of Oregon City's proposed Meyers Road Extension Project. Nothing in this Agreement shall be construed as obligating BPA to proceed with construction work or to allow Oregon City to proceed with construction work under this Agreement before BPA has completed the National Environmental Policy Act review process and made a decision regarding how to proceed.

Termination: This Agreement shall become effective upon execution by both parties and shall terminate upon full performance by both parties of their respective obligations set forth herein, but in no event shall the term of this Agreement exceed five years from its effective date.

Project Schedule: The estimated completion date for preliminary engineering is June 1, 2018.

The following document is attached to and becomes a part of this Agreement:

- Financial Terms and Conditions Statement

12. AMOUNT TO BE PAID BY BPA \$-0-	13. AMOUNT TO BE PAID TO BPA \$50,000 (estimated)
14. SUBMIT SIGNED AGREEMENT TO U.S. Department of Energy Bonneville Power Administration ATTN: James B. Smith III – TPCC/TPP-4 P.O. Box 61409 Vancouver, WA 98666	15. ACCOUNTING INFORMATION <i>(For BPA Use Only)</i>
	16. SUBMIT INVOICE TO <i>(Name and Address)</i> Same as Block #5 above.
PARTICIPANT	BPA
17. APPROVED BY <i>(Signature)</i> Senior Project Engineer, Public Works Department	18. APPROVED BY <i>(Signature)</i> Manager, Customer Service Engineering
NAME AND TITLE Anthony J. Konkol III, City Manager	NAME AND TITLE

FINANCIAL TERMS AND CONDITIONS STATEMENT

BPA's cost of performing the project at Oregon City's expense shall be the actual cost of doing the work specified in this Agreement, plus the following overhead rates, representing the indirect costs of the project office plus the contractual support costs of contract negotiation, billing and accounting functions, and contract management.

BPA Labor	64%
Materials/Supplies/Equipment	22%
Supplemental Labor and Service Contracts	64%
Construction, Survey and Turnkey Contracts	22%

Oregon City hereby agrees to advance \$50,000, the estimated project cost, to BPA upon execution of this Agreement. Payments made to BPA shall be held in an account established for this Agreement.

If BPA needs additional funds to complete the work at any time during performance of the project, BPA may request, in writing, for Oregon City to advance such additional funds to BPA for deposit in the account. Oregon City shall advance such additional funds within 30 days of BPA's written request, and BPA may temporarily stop work until Oregon City supplies the requested funds. If Oregon City does not advance such additional funds by the due date or, if at any time before completion of the project Oregon City elects to stop work under this Agreement, BPA has the right to cease all work and restore, as a cost to the project at Oregon City's expense, government facilities and/or records to their condition prior to the beginning of work under this Agreement.

Within a reasonable time after completion of the project, BPA shall make a full accounting to Oregon City showing the actual costs charged against the account. BPA shall either remit any unexpended balance in the account to Oregon City or bill for any costs in excess of the deposits in the account. Oregon City shall pay any excess costs within 30 days of the invoice date (due date).

Payments not received by the due date will accrue interest on the amount due beginning the first calendar day after the due date to the date paid, at an annual interest rate equal to the higher of i) the prime rate (as reported in the Wall Street Journal in the first issue published during the month in which payment by Oregon City is due) plus 4 percent; or ii) such prime rate multiplied by 1.5.