



DAN JOHNSON
DIRECTOR

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

September 6, 2018

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with
Oregon Department of Transportation for Strawberry Lane pavement repairs**

Purpose/ Outcomes	Approval of an Intergovernmental Agreement with Oregon Department of Transportation for Strawberry Lane pavement repairs.
Dollar Amount and Fiscal Impact	Revenue only
Funding Source	N/A
Duration	The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon ODOT's payment to county or five (5) calendar years of whichever is sooner.
Previous Board Action	N/A
Strategic Plan Alignment	Build a strong infrastructure Build public trust through good government
Contact Person	Mike Bezner, Assistant Director or Transportation 503-742-4697

As part of the "I-205 at SE Strawberry Lane Overcrossing" project, ODOT paved a section of Strawberry Lane, which is part of the county road system, under the jurisdiction and control of Clackamas County. The county has determined that this section of Strawberry Lane will require additional asphalt the next time the section is paved. ODOT has agreed to contribute the funds necessary to purchase the required additional asphalt, and the county has agreed to purchase the asphalt once it has received the funds from ODOT.

The county is responsible for purchasing all asphalt necessary for paving Strawberry Lane between Strawberry Lane Frontage Road and Stratford Avenue. In consideration for the county's purchase of the asphalt necessary for paving the road, ODOT shall pay to the county \$77,643.90 in state funds. ODOT shall make such payment to the county within forty-five days of ODOT's receipt of written request from the County.

County counsel has reviewed and approved this Intergovernmental Agreement.

RECOMMENDATION:

Staff respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement with Oregon Department of Transportation for Strawberry Lane pavement repairs.

Respectfully submitted,

Mike Bezner
Assistant Director of Transportation

**INTERGOVERNMENTAL AGREEMENT
Strawberry Lane Pavement Repairs**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and CLACKAMAS COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," each herein referred to individually as a "Party" and collectively as the "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government 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. All roads comprising the project set forth in this Agreement are a part of the county road system, under the jurisdiction and control of Agency.
3. As part of the "I-205 at SE Strawberry Lane Overcrossing" project (key number 18801), State paved a section of Strawberry lane, which is part of the county road system under the jurisdiction and control of Agency.
4. Agency has determined that this section of Strawberry Lane will require additional asphalt the next time the section is paved. State has agreed to contribute to Agency the funds necessary to purchase the required additional asphalt, and Agency has agreed to purchase the asphalt once it has received the funds from State.

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. Agency is responsible for purchasing all asphalt necessary for paving Strawberry Lane between Strawberry Lane Frontage Road and Stratford Avenue, hereinafter referred to as the "Facility."
2. In consideration for Agency's purchase of the asphalt necessary for paving the Facility, State shall pay to Agency \$77,643.90 in state funds. State shall make such payment to Agency within forty-five days of State's receipt of written request from Agency.
3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon State's payment to Agency in full or five (5) calendar years following the date all required signatures are obtained, whichever is sooner.

4. Agency 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.
5. Agency certifies and represents that the individuals signing this Agreement have 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.
6. This Agreement may be terminated by mutual written consent of both Parties.
7. 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 State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make payment for performance of this Agreement.
 - b. 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 State is prohibited from paying for such work from the planned funding source.
8. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
9. 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.
10. Agency's Project Manager for this Project is Mike Bezner, 150 Beaver Creek Road 7045, Oregon City, OR 97045, (503) 742-4651, mikebez@co.clackamas.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.
11. State's Project Manager for this Project is Kelly Hawley, 123 NW Flanders Street, Portland, OR 97209, (503) 731-3001, kelly.r.hawley@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.
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 exhibit 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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

Signature Page to Follow

Agency/State
Agreement No. 32725

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

CLACKAMAS COUNTY, by and through
its elected officials

By _____

Date _____

By _____

Date _____

Agency Contact:

Mike Bezner, Assistant Director of
Transportation
150 Beaver Creek Road 7045
Oregon City, OR 97045
(503) 742-4651
mikebez@co.clackamas.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 1 Manager

Date _____

APPROVAL RECOMMENDED

By _____

Date _____

State Contact:

Kelly Hawley, Project Leader
123 NW Flanders Street
Portland, OR 97209
(503) 731-3001
kelly.r.hawley@odot.state.or.us



DAN JOHNSON
DIRECTOR

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

September 6, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment No. 1 to the Supplemental Project Agreement No. 31087 with Oregon Department of Transportation for the Canby (M.J. Lee) Ferry Bank Stabilization and Intelligent Transportation System (ITS) Project

Purpose/Outcomes	Adds funding for the construction of the Canby (M.J. Lee) Ferry Bank Stabilization and Intelligent Transportation System (ITS) Project.
Dollar Amount and Fiscal Impact	Total Project Cost Estimate: \$770,365.00 FBDP funds: \$549,191.00 (71.3%) Road Fund Match: \$ 221,174.00 (28.7%)
Funding Source	Ferry Boat Discretionary Program (FBDP) and County Road Funds.
Duration	Completion of the Project or ten (10) years following the date of final execution, or whichever is sooner.
Previous Board Action	11/9/16 – BCC Approval of a Supplemental Project Agreement No. 31087 with Oregon Department of Transportation for the Canby (M.J. Lee) Ferry Bank Stabilization and Intelligent Transportation System (ITS) Project.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project will provide advanced traveler information to motoring public so they can safely arrive at their destination. 2. This project will build smart infrastructure (roads and ferry) and ensure safe, healthy and secure communities.
Contact Person	Bikram Raghubansh, Project Manager 503-742-4706

BACKGROUND:

This is an amendment to the original project agreement between Clackamas County and the Oregon Department of Transportation (ODOT) to construct an Advanced Traffic Management System (ATMS) to remotely monitor and control Canby Ferry boat ramps traffic signals and existing advanced electronic roadway signs approaching the ferry ramps. The proposed ATMS will allow County staff and boat operators to remotely control, view, and monitor existing traffic signals at the two boat ramps and electronic signs approaching the ferry area using fiber optic network communication and CCTV surveillance cameras. In addition to ITS work, the project will complete minor road bank slope stabilization work on the northerly approach. This project will be administered by adhering to an existing Local Agency Certification Program (Certification Program) Agreement (No. 30923) with ODOT. This project will be financed mostly with Ferry Boat Discretionary Program (FBDP) funds with a County Road Fund match.

This first amendment will increase the total project cost estimate from \$520,000 to \$770,365 and increase FBDP funds from \$341,094 to \$549,191.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Amendment No. 1 to the original Project Agreement with ODOT for the FBDP Canby Ferry Bank Stabilization and ITS Project as listed in the agreement.

Respectfully,

Mike Bezner
Assistant Director of Transportation

**AMENDMENT NUMBER 01
LOCAL AGENCY CERTIFICATION PROGRAM
SUPPLEMENTAL PROJECT AGREEMENT NO. 31087
FERRY BOAT DISCRETIONARY PROGRAM
CANBY (M.J. LEE) FERRY BANK STABILIZATION AND ITS PROJECT**

CLACKAMAS COUNTY

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **CLACKAMAS COUNTY**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on February 7, 2017.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to add funds for the Project from the Ferry Boat Discretionary Program (FBDP), update federal standard language, Cargo Act language, Transparency Act language, indirect cost rate language, compliance language, ADA, and indemnification language.

Effective Date. This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

1. **Amendment to Agreement.**

TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:

2. The total estimated cost of the Project is \$520,000, which is subject to change.

Shall be deleted in its entirety and replaced with the following:

2. The total estimated cost of the Project is \$770,365, which is subject to change.

TERMS OF AGREEMENT, Paragraph 3, Page 2, which reads:

3. The Project shall be conducted as a part of the Ferry Boat Discretionary Program (FBDP) under Title 23, United States Code. FBDP funds for this Project shall be limited to \$341,094. The Project will be financed with FBDP funds at the maximum allowable federal participating amount, with County providing the twenty (20) percent match and any non-participating costs, including all costs in excess of the available federal funds.

Shall be deleted in its entirety and replaced with the following:

2. The Project shall be conducted as a part of the Ferry Boat Discretionary Program (FBDP) under Title 23, United States Code. FBDP funds for this Project shall be limited to \$549,191. The Project will be financed with FBDP funds at the maximum allowable federal participating amount, with County providing the twenty (20) percent

match and any non-participating costs, including all costs in excess of the available federal funds.

TERMS OF AGREEMENT, Paragraph 5, Page 2, which reads:

5. a. Information required by 2 CFR 200.331(a), except for (xiii) Indirect cost rate, shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Agency with the Notice to Proceed.
- b. The indirect cost rate for this project at the time the agreement is written is 79.27% and may change upon notice to State and ODOT's subsequent written approval. Agency may have other indirect cost rates for departments and or disciplines that have been approved for use by their cognizant agency and ODOT and these rates may be used on the Project, as applicable.

Shall be deleted in its entirety and replaced with the following:

5. 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.

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 35.88 percent (35.88%). 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(s) change(s) during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rate(s) for the project on file with ODOT at the time the work is performed. If Agency does not have approved indirect cost rate(s) on file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.

Insert new TERMS OF AGREEMENT, Paragraphs 24, 25, 26, 27, to read as follows:

24. 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 by the ADA Amendments Act of 2008 (together, "ADA") as identified in paragraph 1 of the General Provisions section of Local Agency's 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 design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian activated signals 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 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 an 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 designed, constructed, upgraded, or modified 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/HWY/CONSTRUCTION/Pages/HwyConstForms1.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. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - 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.
25. 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.
26. By signing this Federal-Aid 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 "B".
27. 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 (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.

Attached Exhibit B, Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting, is hereby incorporated into and made a part of the Agreement.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

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 #19641) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

CLACKAMAS COUNTY, by and through its elected officials

By _____

Date _____

By _____

Date _____

LEGAL REVIEW APPROVAL
(If required in Agency's process)

By _____
Agency Counsel

Date _____

Agency Contact:

Joel Howie, Civil Engineering
Supervisor
150 Beaver Creek Road
Oregon City, OR 97045
503-742-4658
JHowie@co.clackamas.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____

Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Certification Program Manager

Date _____

By _____

Region 1 Manager

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY

By Herbert Lovejoy per email

Assistant Attorney General

Date: 7/17/18

State Contact:

Mahasti Hastings, Local Agency Liaison
Oregon Department of Transportation
123 NW Flanders Street
Portland, OR 97209-4012
503-731-8595
Mahasti.v.hastings@odot.state.or.us

Exhibit B
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
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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:

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
Telephone: 503-986-4453



DAN JOHNSON
DIRECTOR

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

September 6, 2018

Board of Commissioners
Clackamas County

Members of the Board:

**Correction to Board Order 2018-031 Accepting and Simultaneously
Vacating Portions of Otty Street**

Purpose/Outcomes	Corrects Board Order 2018-031 to correct the previously accepted right way recording number.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	There will be no negative impact on the traveling public.
Duration	Upon execution; correct recording number.
Previous Board Action	05/03/2018 – Approval of Board Order 2018-031 Accepting and simultaneously vacating a portion of Otty Street, County Road Number
Strategic Plan Alignment	Build a strong infrastructure
Contact Person	Doug Cutshall, Engineering Technician 503-742-4669

BACKGROUND:

Board Order 2018-031 originally accepted and acknowledged previously acquired easements for road and right of way purposes and simultaneously vacated portions of Otty Street, County Road Number 2447, located in Section 29, T. 1 S., R. 2 E., Willamette Meridian, Clackamas County, Oregon. That Board Order purported to acknowledge, by reference, a previously acquired deed however, the referenced deed number was incorrect. This Correction is being presented to the Board to correct that deed reference number.

These documents have been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached Correction to Board Order 2018-031, to acknowledge the correct deed reference number as being a portion of Otty Street, County Road Number 2447.

Respectfully submitted,

Mike Bezner, PE
Assistant Director of Transportation

In the matter of Correcting Board Order 2018-031, to Acknowledge a portion of Otty Street, County Road 2447, Section 29, T.1 S., R.2 E., W. M Clackamas County, Oregon.



Order No. _____

This matter coming before the Board at this time and it appearing to the Board that Order Number 2018-031, originally accepted and acknowledged previously acquired easements for road and right of way purposes and simultaneously vacated portions of Otty Street, County Road Number 2447, located in Section 29, T. 1 S., R. 2 E., Willamette Meridian, Clackamas County, Oregon. That Board Order purported to acknowledge, by reference, a previously acquired deed however, the referenced deed number was incorrect. This Correction is being presented to the Board to correct that deed reference number. The incorrect deed reference number was written as follows:

WHEREAS the Director of the Department of Transportation and Development by authority under County Ordinance No. 02-2009, previously accepted an offer for Permanent Right-Of-Way Easement for Road Purposes, for a part of Realigned Otty Street, described and depicted in attached Document Number 2016-014937, and;

IT FURTHER APPEARING to the Board that the correct deed reference number is as follows;

WHEREAS the Director of the Department of Transportation and Development by authority under County Ordinance No. 02-2009, previously accepted an offer for Permanent Right-Of-Way Easement for Road Purposes, for a part of Realigned Otty Street, described and depicted in Document Number 2016-025773, and;

The Board has read the Staff Report, and having determined that the adoption of the above corrected deed reference number is in the public interest; and

IT FURTHER APPEARING that this correction to Board Order 2018-031, will not adversely affect the traveling public; now therefore,

IT IS HEREBY ORDERED that the above corrected deed reference number be adopted and,

IT IS FURTHER ORDERED that this Order be recorded free of charge with the Clackamas County Clerk when presented, with copies sent to the County Assessor, County Surveyor, and County Finance/Fixed Assets Accounts.

ADOPTED this _____ day of _____, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment No. 3 to the Contract with Parametrix for
Engineering Services on the Carver, Springwater Road and Hwy 224 Signal Project

Purpose/Outcomes	Amendment of a contract for construction engineering, design and support services.
Dollar Amount and Fiscal Impact	The original contract value for design services was \$139,232.42. Amendment #1 was for the addition of time. Amendment #2 was for additional design services adding \$31,939.00 to the original contract. Amendment #3 is for final design and construction engineering services adding \$62,730.00 for a new combined value totaling \$233,901.42.
Funding Source	OTIA III interest and System Development Charges
Duration	The contract term is from contract execution (02/27/2014) through completion of project construction (12/31/2019).
Previous Board Contact	11/06/14: BCC Approval of Cooperative Agreement between Clackamas County, Oregon Department of Transportation (ODOT) and the developers of the Windswept Waters subdivision, to design and construct a temporary signal at the intersection of HWY 224 and Springwater Rd. 03/03/15: BCC Approval of Inter-Governmental Agreement (IGA) between Clackamas County and ODOT for right of way services. 10/22/13: BCC Approval of original contract for Design and Engineering Services with Parametrix engineering. 08/03/17: BCC Approval of Contract Amendment of additional funding for Design and Engineering Services with Parametrix engineering.
Strategic Plan Alignment	This work aligns with Performance Clackamas Strategic Plan Priorities "Build a strong infrastructure" and "Ensure safe, healthy and secure communities"
Contact Person	Stan Monte, DTD Engineering, Project Manager, 503-742-4678.

In response to requests for needed infrastructural improvements, the Clackamas County Department of Transportation and Development (DTD) entered into a Cooperative Agreement with the Oregon Department of Transportation (ODOT) to allow the County to construct a traffic signal at the Carver intersection of Hwy 224 and Springwater Road.

In 2013 the County entered into a contract with Parametrix to provide design, environmental documentation and bidding support. The intent of this contract amendment with Parametrix is to provide final design and construction engineering support through construction of the signal. Design for this signal has been complex due to the existing dimensions of the present

intersection, additional time has been consumed in ODOT review and approvals and securing the needed right-of-way.

This proposed Amendment No. 3 in the amount of \$62,730.00 would provide Construction engineering support through completion of the signal installation. The work in this amendment will be paid through System Development Charges and OTIA III interest.

This contract amendment has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board approves and signs this amendment to the original services contract with Parametrix for additional design and engineering services for the Carver, Springwater Road and Hwy 224 Signal Project

Respectfully submitted,

Mike Bezner, PE
Assistant Director of Transportation

Placed on the _____ Agenda by the Purchasing Division.

AMENDMENT #3

**TO THE CONTRACT DOCUMENTS WITH PARAMETRIX INC. FOR THE
CARVER, SPRINGWATER AND HWY 224 SIGNAL PROJECT**

This Amendment #3 is entered into between Parametrix (“Contractor”) and Clackamas County, on behalf of its Department of Transportation and Development (“County”), and it shall become part of the Contract documents entered into between both parties on October 21, 2013 (“Contract”).

The Purpose of the Amendment #3 is to make the following changes to the Contract:

1. Section I. **SCOPE** is hereby amended as follows:
Contractor to provide final design and construction engineering to support construction of a new traffic signal system at the intersection of Hwy 224 and Springwater Road. Design for this signal has been complex due to the existing dimensions of the present intersection as well as the additional time and expense of securing necessary ODOT reviews and approvals for the associated right-of-way. The additional Scope of Work is attached as **Attachment “C”** and hereby incorporated by reference.

2. Section II. **COMPENSATION** is hereby amended as follows:
The additional fees authorized for this Work shall not exceed **\$62,730.00**, as itemized in the Budget, attached as Attachment “C” and hereby incorporated by reference. The total Contract Compensation shall not exceed \$223,901.42.

Original Contract Amount	\$ 139,232.42
Amendment #1	Time Extension
Amendment #2	\$ 31,939.00 + Time
<u>Amendment #3</u>	<u>\$ 62,730.00</u>
Total Amended Contract	\$ 233,901.42

Contract expiration remains unchanged at December 31, 2019.

SIGNATURE PAGE FOLLOWS

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #3, effective upon the date of the last signature below.

Parametrix, Inc.
700 NE Multnomah, Suite 1000
Portland OR 97232

Clackamas County

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

503-233-2400
Telephone/Fax Number

Approved as to Form:

080125-93
Oregon Business Registry #

County Counsel

FBC / Washington
Entity Type / State of Formation

Date

ATTACHMENT "C"

ADDITIONAL SCOPE OF WORK