



DAN JOHNSON
DIRECTOR

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

January 9, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Amendment to an Agreement with Oregon Department of Transportation for the Knights Bridge Road Molalla River Bridge project. Amendment Value is \$1,021,089.58. Total Agreement Value is \$4,622,175.58 and 4 years. Funding is through the Oregon Department of Transportation and \$474,697.44 of County Road Funds. No County General Funds are involved.

Previous Board Action/Review	01/07/25: Request for Consent 04/29/21: BCC approval of a Local Agency Agreement No. 34356 with Oregon Department of Transportation for Knights Bridge Road: Molalla River Bridge #06520 09/26/17: BCC approval to apply for the grant through the Oregon Department of Transportation – Local Bridge Program for the Molalla River (Knights Bridge Rd) Bridge #06520		
Performance Clackamas	The project will build a strong infrastructure		
Counsel Review	12/02/24: HH	Procurement Review	No
Contact Person	Stan Monte	Contact Phone	503-742-4688

EXECUTIVE SUMMARY: An agreement previously was approved by the Board of County Commissioners between Clackamas County and the Oregon Department of Transportation (ODOT) to rehabilitate the existing bridge on Knights Bridge Road spanning the Molalla River near the City of Canby. The existing bridge, built in 1964, is showing extensive signs of decay as a result of age and heavy truck traffic. The proposed rehabilitation improvements will include a Phase 1 seismic retrofit of the superstructure, painting of the steel girders, patching and sealing of the deck with a full overlay, repair concrete spalling of abutments and columns and in-water-work for scour repairs at bents, 3, 4, and 5.

After the project was awarded funding, an updated load rating required placement of load restrictions on the bridge. Removing the load restrictions will require more rehabilitation

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requirements than originally scoped and an increase to the project's costs. As a result, DTD requested additional funding from ODOT, which was approved by ODOT.

Amendment No. 1 increases the total project's estimated cost by \$1,021,089.58 to \$4,622,175.58 and increases the state funds by \$916,223.66 to \$4,147,478.14. The state funds provide 89.73 percent of the cost of the project, requiring a 10.27 percent match of County Road Fund of \$474,697.44. With this amendment, the County Road Fund contribution increases by \$104,865.92. Also, the amendment increases the terms of the agreement from 10 years to 20 years to reflect that it is a bridge project.

RECOMMENDATION: Staff respectfully recommends the Board of County Commissioners approve Amendment No. 1 Local Agency Agreement 34356 with Oregon Department of Transportation for Knights Bridge Road: Molalla River Bridge.
Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Transportation & Development

**AMENDMENT NUMBER 01
LOCAL AGENCY AGREEMENT**

Project Name: Knights Bridge Road: Molalla River Bridge (Canby)

This is Amendment No. 01 to Agreement number 34365 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 May 7, 2021.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase funding due to a higher construction estimate as well as to comply with additional mitigation requirements.

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

2. **Amendment to Agreement.**

a. **RECITALS, Paragraph1, Page 1, which reads:**

1. Agency wishes to exchange unspent federal funds for state funds, in order to fund the Project using state funding. State has determined that Agency is eligible for state funds for the work to be performed under this Agreement through the State Funded Local Project Program. The Parties enter into this Agreement to exchange these funds, identify the Project that will be funded with the state funds, and describe the method State will use to reimburse Agency for work performed on the Project using the state funds, including establishing invoicing requirements and the proportional reimbursement rate.

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

1. Agency wishes to exchange federal funds for state funds. State has determined that Agency is eligible for state funds for the work to be performed under this Agreement through the State Funded Local Project Program. The Parties enter into this Agreement to exchange these funds, identify the Project that will be funded with the state funds, and describe the method State will use to reimburse Agency for work performed on the Project using the state funds, including establishing invoicing requirements and the proportional reimbursement rate.

b. **TERMS OF AGREEMENT, Paragraph 2, Page 1, which reads:**

2. The total Project cost for the work to be performed under this Agreement is estimated at \$3,601,086.00 which is subject to change. Prior to exchanging funds, the federal share of the total Project cost is \$3,231,254.48.

- a. Per the 1:1 fund exchange ratio of state dollars to federal dollars, Agency will exchange \$3,231,254.48 of federal dollars allocated for this Project for \$3,231,254.48 of state dollars.
- b. State funds under this Agreement are limited to \$3,231,254.48.

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

2. The total Project cost for the work to be performed under this Agreement is estimated at \$4,622,175.58 which is subject to change. Prior to exchanging funds, the federal share of the total Project cost is \$4,147,478.14.

- a. Per the 1:1 fund exchange ratio of federal dollars to state dollars, Agency will exchange \$4,147,478.14 of federal dollars allocated for this Project for \$4,147,478.14 of state dollars.
- b. State funds under this Agreement are limited to \$4,147,478.14.

c. TERMS OF AGREEMENT, Paragraph 6, page 2, which reads:

6. The term of this Agreement will begin upon the date all required signatures are obtained and will terminate upon completion of the Project and final payment or ten (10) years following the date of final execution, whichever is sooner.

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

6. The term of this Agreement will begin upon the date all required signatures are obtained and will terminate upon completion of the Project and final payment or twenty (20) years following the date of final execution, whichever is sooner.

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.
5. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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 #21885) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently by amendment to the STIP).

CLACKAMAS COUNTY, by and through its elected officials

By _____

Date _____

By _____

Date _____

LEGAL REVIEW APPROVAL

By  _____
Agency Counsel

Date 12/31/24

Agency Contact:

Joel Howie
Clackamas County
150 Beavercreek Road
Oregon City, OR 97045
503-713-3504
jhowie@co.clackamas.or.us

State Contact:

Mahasti Hastings
ODOT Region 1
123 NW Flanders St.
Portland, OR 97209
503-731-8595
Mahasti.v.hastings@odot.oregon.gov

STATE OF OREGON, by and through its Department of Transportation

By _____
Region 1 Manager

Date _____

APPROVAL RECOMMENDED

By _____
State Bridge Program

Date _____

By N.A. no change to language
State Traffic Engineer
Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Janet Borth
Assistant Attorney General

Date: November 26, 2024