



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

September 19, 2019

Board of County Commissioner
Clackamas County

Approval of Amendment No. 1 to the Supplemental Project Agreement No. 33150 with Oregon Department of Transportation (ODOT) for the Clackamas County Regional Freight Intelligent Transportation System (ITS) Project

Purpose/Outcomes	Using Federal-Aid Surface Transportation Program (STP) funds, this amendment increases a gap in project funding and allows Clackamas County to proceed with the design and construction implementation of ITS technologies to improve the reliability and safety of regional freight system within Clackamas industrial areas.
Dollar Amount and Fiscal Impact	Total Project Cost Estimate: \$2,116,683.05 Federal-Aid STP funds: \$1,899,299.70 Road Fund Match (10.27%): \$217,383.35
Funding Source	Federal-Aid Surface Transportation Program (STP) County Road Funds
Duration	Completion of the Project or ten (10) years following the date of final execution
Previous Board Action	03/28/19 – BCC Approval of Supplemental Project Agreement No. 33150 01/01/17 – BCC Approval of Master Certification Agreement No. 30923 for County implementation of federally funded projects. 5/5/16 – BCC approval of Amendment No. 1 to Agreement No. 29996 10/02/14 – BCC Approval of Local Agency Agreement No. 29996
Counsel Review	Reviewed and approved by County Counsel on September 10, 2019
Strategic Plan Alignment	<ul style="list-style-type: none"> • Grow a vibrant economy • Ensure safe, healthy and secure communities
Contact Person	Bikram Raghubansh, Project Manager 503-742-4706

BACKGROUND:

The scope of the project is to improve the reliability and safety of the regional freight system by managing freight vehicle delay in known congested areas and improve freight-related roadway design deficiencies within Clackamas County. The project consists of a two part process, which includes creation of Freight ITS Plan in Phase 1 and project design and construction/ implementation of that plan in Phase 2. During the project planning phase, cost of completing County Regional Freight ITS Action Plan exceeded original project (Phase 1) estimate. To fill this initial budget gap in planning phase, project budget allocated in design and construction phases (Phase 2) were reduced and shifted to planning phase. This Amendment No. 1 adds \$55,000 of federal funds and \$6,295 of road funds (local match) to the project to refill the gap in design and construction phases. This project will be financed with 89.73% of Federal STP funds matched by 10.27% of County Road Funds.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Amendment No. 1 to the Supplemental Project Agreement with ODOT for the Clackamas County Regional Freight ITS Project.

Respectfully submitted,

Bikram Raghubansh
Project Manager

**AMENDMENT NUMBER 01
LOCAL AGENCY CERTIFICATION PROGRAM
SUPPLEMENTAL PROJECT AGREEMENT
Clackamas County Regional Freight ITS Project**

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." The Parties entered into agreement 33150 on April 9, 2019.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to update the funding.

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.**

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

2. The total Project cost is estimated at \$2,055,388.05, which is subject to change. Federal funds for this Project shall be limited to \$1,844,299.70. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal or state funds, and the 10.27 percent match for all eligible costs. Any unused federal or state funds obligated to this Project will not be paid out by the State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the Total Project Cost at the end of the Project, to the State's Regional Local Agency Liaison.

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

2. The total Project cost is estimated at \$2,116,683.05, which is subject to change. Federal funds for this Project shall be limited to \$1,899,299.70. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal or state funds, and the 10.27 percent match for all eligible costs. Any unused federal or state funds obligated to this Project will not be paid out by the State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the Total Project Cost at the end of the Project, to the State's Regional Local Agency Liaison.

TERMS OF AGREEMENT Paragraph 21, subparagraph b., Page 6 which reads:

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, as applicable to the Project, 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 a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liason for each curb ramp 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/HwyConstForm s1.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, as applicable to the Project, located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.

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

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, construction, or alteration of all Project sidewalks, curb ramps, and pedestrian activated signals under this Agreement, on both the Oregon State Highway System (state highway) and on the local agency system, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form.

i. **ADA Inspection Forms:** Prior to issuing the Second Notification pursuant to Oregon Standard Specification 00180.50(g), or Agency's approved equivalent, Agency agrees to submit a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liaison for each curb ramp constructed or altered for this Project. The completed form is the required documentation from Agency

showing that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:

<http://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.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.

TERMS OF AGREEMENT Paragraph 21, subparagraph e. (iii), page 7, which reads:

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.

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

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

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 #18001) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

CLACKAMAS COUNTY, by and
through its elected officials

By _____

Title _____

Date _____

Agency Contact:

Bikram Raghubansh
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Oregon City, OR 97045
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State Contact:

Mahasti Hastings
123 NW Flanders Street
Portland, OR 97209
503-731-8595
Mahasti.v.hastings@odot.state.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 _____

By _____
State Traffic Engineer

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Rachel Bertoni _____
Assistant Attorney General

Date: via email dated August 28, 2019 _____