



DAN JOHNSON
DIRECTOR

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

April 20, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of Amendment # 2 of a Supplemental Project Agreement with Oregon Department of Transportation for the Jennings Ave: OR99E to Oatfield Rd Project. Total Amendment is \$1,258,889.47 for a Total Project Estimate of \$6,183,390.81. Funding through Federal Surface Transportation Program, Surface Transportation Block Grant Funds, and County Road Funds. No County General Funds are involved.

Previous Board Action/Review	04/18/23: Discussion item at issues 06/24/21: BCC Approval of Amendment #1 of Supplemental Project Agreement No. 31035 with Oregon Department of Transportation 10/11/18: BCC Approval of Intergovernmental Agreement No. 32338 for Right-of-Way Services with Oregon Department of Transportation. 06/29/17: BCC Approval of Supplemental Project Agreement No. 31035 with ODOT 01/01/17: BCC Approval of Master Certification Agreement No. 30923 for County implementation of federally funded projects.		
Performance Clackamas	-Build a Strong Infrastructure		
Counsel Review	Yes	Procurement Review	No
Contact Person	Joel Howie	Contact Phone	503-742-4658

EXECUTIVE SUMMARY: Clackamas County obtained Federal Surface Transportation Program funding to construct improvements along Jennings Avenue from OR99E (McLoughlin Blvd) to Oatfield Road. The improvements include constructing a curb tight sidewalk on the north side of the road and constructing bike lanes on both sides of the road for enhanced bicycle and pedestrian connectivity. The total length of improvements is approximately three quarters (3/4) of a mile (approximately 3860 feet). The County entered into a Supplemental Project Agreement No. 31035 with the Oregon Department of Transportation to implement the project. The design and the right of way phases of the project are complete, and the project was bid in February 23, 2023.

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Only two bids were received well over the engineer's estimate and the bids were rejected. Modifications to the plans and special provisions will be made to reduce construction costs, and bids will be requested in the late fall. This amendment is needed to assist in covering the higher costs associated with the construction phase.

Metro is providing an additional \$1,258,889.47 in federal funds, including federal Surface Transportation Program funds (\$681,389.47) and Highway Improvement Program fund exchange (\$577,500) for the project to cover higher costs associated with the construction phase. The project's total estimated cost is \$6,183,390.81 with funding comprised of Surface Transportation Program funds of \$4,884,172.60, Surface Transportation Block Grant funds of \$755,739, and County Road Fund of \$543,479.21.

RECOMMENDATION: Staff respectfully recommends that the Board of County Commissioners approve the attached Amendment No. 2 of the Supplemental Project Agreement No. 31035 with the Oregon Department of Transportation for the Jennings Ave: OR 99E to Oatfield Rd Project as listed in the agreement.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development

AMENDMENT NUMBER 02
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Agreement No. 31035
Jennings Ave: OR99E to Oatfield Rd
Clackamas County

This is Amendment No. 02 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 July 18, 2017, and Amendment Number 01, entered into on July 14, 2021.

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

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

2. The total Project cost is estimated at \$5,277,907, which is subject to change. Federal funds for this Project shall be limited to \$3,625,283.13. 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 State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the 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 ODOT Regional Local Agency Liaison. Federal funds under this Agreement are provided under Title 23, United States Code.

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

2. The total Project cost is estimated at \$6,183,390.81, which is subject to change. Federal funds for this Project shall be limited to \$4,884,172.60. 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 State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the 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 ODOT Regional Local Agency Liaison. Federal funds under this Agreement are provided under Title 23, United States Code.

b. TERMS OF AGREEMENT, Paragraph 27, Page 6, which reads:

27. State's Project Liaison for the Agreement is Mahasti Hastings, Local Area Liaison, 123 NW Flanders Street, Portland, OR 97209, 503-731-8595, Mahasti.V.HASTINGS@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.

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

27. State's Project Liaison for the Agreement is Mahasti Hastings, Local Area Liaison, 123 NW Flanders Street, Portland, OR 97209, 503-731-8595, Mahasti.V.HASTINGS@odot.oregon.gov, 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.

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.

SIGNATURE PAGE TO FOLLOW

Agency/State
Agreement No. 31035-02

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 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #19276) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

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 Contact:

Mahasti Hastings, Local Agency Liaison
123 NW Flanders Street
Portland, OR 97209
503-731-8595
mahasti.v.hastings@odot.oregon.gov

STATE OF OREGON, by and through its Department of Transportation

By _____

Delivery & Operations Division
Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Manager

Date _____

By _____
Certification Program Manager

Date _____

By _____
State Traffic/Roadway Engineer

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Jennifer O'Brien
Assistant Attorney General

Date via email dated 03/30/2023