



**DAN JOHNSON**  
DIRECTOR

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

June 16, 2022

Board of County Commissioners  
Clackamas County

Approval of IGA Amendment No. 2 to Supplemental Project Agreement No. 33150 with ODOT for the Clackamas County Regional Freight ITS Project. Total value is \$395,809.95. Funding through County Road Funds. County General Funds are not involved.

<b>Purpose/Outcome</b>	Execution of IGA Amendment No. 2 to Supplemental Project Agreement No. 33150 allows Clackamas County to access additional Federal Funds transferred to this project that are needed to cover a budget shortfall due to increased construction costs.
<b>Dollar Amount and Fiscal Impact</b>	The original Project Cost Estimate was \$2,116,683.05 with Federal Funds of \$1,899,299.70 and County Road Funds of \$217,383.35. This amendment adds \$395,809.95 to the Project Cost.
<b>Funding Source</b>	Federal Funds: \$355,160.30 County Road Funds (10.27% match): \$40,649.65
<b>Duration</b>	Project is anticipated to be completed by December, 2022
<b>Previous Board Action/Review</b>	06/14/22 – Discussion item at issues 03/31/22 – BCC Approval of Construction Contract #5043 12/16/21 – BCC Approval of Amendment No. 1 to Contract #2137 07/30/20 – BCC Approval of Contract #2137 10/17/19 – BCC Approval of Amendment No. 1 to Supplemental Project Agreement No. 33150 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. 05/05/2016 – BCC approval of Amendment No. 1 to Agreement No. 29996 10/02/2014 – BCC Approval of Local Agency Agreement No. 29996
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Grow a vibrant economy</li> <li>• Ensure safe, healthy and secure communities</li> </ul>
<b>Counsel Review</b>	Date of Counsel review: 3/30/2022 County Counsel performing review: AN
<b>Procurement Review</b>	(Please check yes or no for procurement review. If the answer is “no,” please provide an explanation.) 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. If no, provide brief explanation: This is an IGA amendment with ODOT for the Clackamas County Regional Freight ITS Project.
<b>Contact Person</b>	Carl Olson, Project Manager 503-742-4684

**BACKGROUND:**

Clackamas County received federal funding to plan, design, and deploy Intelligent Transportation System (ITS) technologies on road infrastructures within Clackamas County, ODOT, City of Gladstone, and City of Wilsonville’s jurisdictions. The purpose of the project is to improve reliability and safety for freight vehicles and the travelling public within the Clackamas and Wilsonville Industrial Areas of Clackamas County. The project incorporates input from agency and freight industry stakeholders to provide cost-effective ITS strategies that align with Clackamas County and regional transportation goals as stated in adopted planning documents.

The improvements include, but are not limited to, installing radar detection, installing Pan-Tilt-Zoom (PTZ) cameras, installing wireless communications, and furnishing traffic signal controllers. The radar detection will provide the ability to help truck traffic safely navigate through a signalized intersection by not displaying a yellow indication prematurely and forcing a truck driver in a go/no-go decision. This will reduce unnecessary braking and slow start-up time for our larger truck traffic, improving safety and reducing delay. In addition, the radar detection will provide accurate and on-going vehicle counts at key locations. The PTZ cameras will fill in missing gaps in our current traffic monitoring system. Agency staff use the cameras to view traffic/signal conditions and respond to events in real-time. Images are also publicly available via ODOT’s TripCheck website. Wireless interconnect and upgraded traffic signal controllers allow Clackamas County Engineers to make traffic signal changes remotely, in real-time, and be provided with detailed signal operations.

The original project cost estimate was \$2,116,683.05 with Federal Funds of \$1,899,299.70 and County Road Funds of \$217,383.35 (10.27% match). This Amendment No. 2 adds \$395,809.95 to the project cost with \$355,160.30 in federal funds and \$40,649.65 in County Road Funds (10.27% match) to cover inflationary construction cost increases.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve the attached Amendment No. 2 to the Supplemental Project Agreement with ODOT for the Clackamas County Regional Freight ITS Project.

Respectfully submitted,

*Carl Olson*

Carl Olson  
Senior Traffic Engineer / Project Manager  
Department of Transportation and Development

**AMENDMENT NUMBER 02**  
**LOCAL AGENCY CERTIFICATION PROGRAM**  
**Supplemental Project Agreement No. 33150/73000-00006110**  
**Clackamas County Regional Freight ITS**

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” or “ODOT” and **CLACKAMAS COUNTY**, acting by and through its elected officials, hereinafter referred to as “Agency,” entered into on April 9, 2019 and Amendment No. 01 entered into on October 14, 2019.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase funding being transferred to the Construction phase of the project, and update Agency contact.

1. **Effective Date.** This Amendment No. 02 shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**
  - a. **Recitals, Paragraph 2, Page 1, which reads:**
    2. Certification Status as of the date of the execution of this Agreement:
      - a. Agency is fully certified in the following functional areas:
        - design (excluding bridge design)
        - “advertise, bid, and award” for construction contracts
        - construction contract administration
      - b. Agency is conditionally certified in the following functional areas:
        - Consultant selection (direct appoint, formal and informal processes)
      - c. Agency is not currently seeking certification in the following functional area(s):
        - bridge design
      - d. Agency has completed or is in the process of completing the number of test project(s) required by ODOT for the Agency to become fully certified in the following functional areas:
        - Consultant selection (direct appoint, formal and informal processes)

The Parties are in the process of assessing the Agency’s test project(s) and required program documents to transition the Agency from conditional

to full certification for the functional areas listed in this subsection, and anticipate a successful transition. Therefore, the project described in this Agreement is not one of the test project(s) described in the Local Agency Certification Program Agreement for the functional areas listed in this subsection.

- e. Agency has not had its Americans with Disabilities Act (ADA)-related exception and curb ramp inspection processes reviewed and approved by ODOT and FHWA for use on federally funded projects.

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

- 2. Certification Status as of the date of the execution of this Amendment No. 02 to the Agreement:

- a. Agency is fully certified in the following functional areas:

- consultant selection (formal and informal processes)
- design (excluding bridge design)
- “advertise, bid, and award” for construction contracts
- construction contract administration

- b. Agency is conditionally certified in the following functional areas:

- consultant selection (direct appoint process)

- c. Agency is not currently seeking certification in the following functional area(s):

- bridge design

- d. The project described in this Agreement may be used as one of the required test projects described in Local Agency Certification Program Agreement that Certified Agency must perform in order to obtain full certification in the following functional area:

- consultant selection (direct appoint process)

- e. Agency has had its Americans with Disabilities Act (ADA)-related exception and curb ramp inspection processes reviewed and approved by ODOT and FHWA for use on federally funded projects.

**b. Terms of Agreement, Paragraph 2, Page 3, which reads:**

- 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.

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

2. The total Project cost is \$2,512,493, which is subject to change. Federal funds for this Project shall be limited to \$2,254,460. 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.

**c. Terms of Agreement, Paragraph 10, Page 4, which reads:**

10. Agency Work on this Project:

- a. Agency shall perform the following functional areas in which Agency is fully certified and as authorized by the Local Agency Certification Program Agreement:
  - design (excluding bridge design)
  - "advertise, bid, and award" for construction contracts
  - construction contract administration
- b. While Agency is in the process of transitioning from conditional to full certification, by the terms of this Agreement and for only this Project, Agency is authorized and shall perform as if fully certified in the following functional areas:
  - consultant selection (direct appoint, formal and informal processes)

Agency understands that this Project is subject to the terms and conditions of the Local Agency Certification Program Agreement and may also be subject to the terms of a corrective action plan and increased

monitoring if ODOT's evaluation of Agency's test project(s) or program documents identified the need for corrective action.

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

10. Agency Work on this Project:

a. As applicable to this Project, Agency shall perform the following functional area(s) in which Agency is fully certified and as authorized by the Local Agency Certification Program Agreement:

- consultant selection (formal and informal processes)
- design (excluding bridge design)
- "advertise, bid, and award" for construction contracts
- construction contract administration

b. Agency agrees that if it hires a consultant for this Project using the direct appoint process, and this is the Agency's first time following the direct appoint process, the Project must be used as a test project. Agency understands that this Project is subject to the terms and conditions of the Local Agency Certification Program Agreement and may also be subject to the terms of a corrective action plan and increased monitoring if ODOT's evaluation of Agency's test project(s) or program documents identifies the need for corrective action.

d. **Terms of Agreement, Paragraph 21, Pages 5-7, which reads:**

21. **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 (together, "ADA") as identified in paragraph 1 of the **General Provisions** section of Local Agency 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, 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.
- 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.

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

**21. 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 (together, "ADA") as identified in paragraph 1 of the **General Provisions** section of the Local Agency Certification Program Agreement.
- b. **ADA Design Standards, Construction Specifications, and Inspections:** Agency agrees to comply with the design and construction standards and the design exception documentation and approval requirements agreed to in the **Standards** section of the Local Agency Certification Program Agreement. In addition, with respect to ADA-related design standards, design exception approvals, construction specifications, and inspections, Agency agrees to comply with the following:
  - i. For portions of the Project on or along the Oregon State Highway System (state highway), Agency shall apply ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, as applicable to the Project, **including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.** Agency further agrees to utilize ODOT standards to assess and ensure Project compliance with the ADA, and to document ramp inspections per subsection (c.)(i.) below. Design exceptions on State-owned facilities must be approved by State. For project locations on or along State-owned portions of the National Highway System ("NHS") design exceptions must be approved by State and/or FHWA.



- ii. For portions of the Project **not** on or along a state highway, including locally-owned portions of the NHS, Agency shall apply its own ADA-compliant design standards, construction specifications, design exception documentation and approval process, and inspection documentation process, as approved by State and FHWA for use on federally funded projects.
- c. **ADA Inspection Forms:** Prior to issuing the Second Notification, per Oregon Standard Specification 00180.50(g) or Agency's approved equivalent, Agency agrees to submit to State the following:
  - i. For all curb ramps constructed or altered as part of this Project on or along a state highway, submit completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liaison. The completed form is the required documentation from Agency 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:  
  
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
  - ii. For all curb ramps not located on or along a state highway, Agency shall complete and keep on file Agency's ODOT- and FHWA-approved ADA curb ramp inspection form (or other approved document) to show that each Project curb ramp meets Agency's curb ramp standards and is ADA compliant or conforms to Agency's approved ADA design exception.
- d. **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 the a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.
- e. **Work Zone Access:** Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone in accordance with the applicable ODOT or Agency Standards, as set forth in subsections (a) through (c) above. For any work zone on or along the state highway, any such temporary pedestrian route shall include directional and informational signs 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 on or along the state highway is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction in accordance with ODOT standards and processes.

- f. **Reimbursement:** Unless Agency has an approved design exception, State will only reimburse Agency for work that meets the applicable ODOT or Agency standards as set forth in subsections (a) through (c) above, regardless of whether the work is on a State-owned or an Agency-owned facility.
- g. **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 pursuant to applicable statutes and ordinances,
  - iii. Agency, or 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,
  - iv. Any future alteration work on 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.
- h. **Survival:** Maintenance obligations in this section shall survive termination of this Agreement.
- e. **Terms of Agreement, Paragraph 47, Page 12, which reads:**

47. Agency's Project Liaison for this Agreement is Bikram Raghubansh, 150 Beaver Creek Road, Oregon City, OR 97045, 503-742-4706, [bikramrag@co.clackamas.or.us](mailto:bikramrag@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.

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

47. Agency's Project Liaison for this Agreement is Carl Olson, Senior Traffic Engineer, Clackamas Co., Engineering Division, Development Services Bldg., 150 Beaver Creek Rd., Oregon City, OR 97045, 503-742-4684, [colson@clackamas.or.us](mailto:colson@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.

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/ODOT  
Agreement No. 33150-02/73000-00006110

**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 #18001) 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:**

Carl Olson, Senior Traffic Engineer  
Clackamas Co., Engineering Division  
Development Services Bldg.  
150 Beaver Creek Rd.  
Oregon City, OR 97045  
503-742-4684 (Office)  
[colson@clackamas.or.us](mailto:colson@clackamas.or.us)

**STATE OF OREGON**, by and through its Department of Transportation

By \_\_\_\_\_  
Delivery and Operations Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Certification Program Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date: \_\_\_\_\_

**State Contact:**

Mahasti Hastings, Region 1 Project Manager  
123 NW Flanders Street  
Portland, OR 97209-4012  
503-731-8595  
[Mahasti.v.hastings@odot.state.or.us](mailto:Mahasti.v.hastings@odot.state.or.us)