



M. BARBARA CARTMILL  
DIRECTOR



**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

May 7, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Amendment No. 1 to Intergovernmental Agreement  
No. 28216 with Oregon Department of Transportation  
for the 122<sup>nd</sup> Avenue and 132<sup>nd</sup> Avenue Sidewalk Connections Project**

<b>Purpose/Outcomes</b>	This amendment changes the obligation date for the construction phase to on or before April 30, 2016.
<b>Dollar Amount and Fiscal Impact</b>	Total Project Budget: \$1,138,139 There are no changes to the existing budget.
<b>Funding Source</b>	Transportation Enhancement Grant: \$607,538 County Road Funds: \$529,601
<b>Safety Impact</b>	Will provide sidewalk connections for safe routes to schools, commercial centers, and parks benefiting students and community members.
<b>Duration</b>	The amendment extends the obligation of construction funds to April 30, 2016 and the project completion date to September 30, 2017.
<b>Previous Board Action</b>	04/12/12: BCC Approval of IGA 28216 for Transportation Enhancement Grant Funding for the subject project 04/12/12: BCC Approval of IGA 28217 for Right of Way Services for the subject project 06/05/14: BCC Approval of IGA 29903 for Right of Way Services for the subject project, which replaces IGA 28217 02/19/15: BCC Approval of resolution declaring public necessity and purpose for acquisition of rights of way and easements and authorizing negotiations and eminent domain actions
<b>Contact Person</b>	Joel Howie, DTD Project Manager @ 503-742-4658

**BACKGROUND:**

The Board of County Commissioners approved funding for the SE 122<sup>nd</sup> Avenue and SE 132<sup>nd</sup> Avenue Sidewalk Connections Project, which will provide for the construction of sidewalk connections for safe routes to schools, commercial centers, and parks benefiting students and community members. The project has been planned and located in a manner that is most compatible with the greatest public good.

The Department of Transportation and Development (DTD) experienced a delay from the Oregon Department of Transportation (ODOT) in obtaining a notice to proceed to initiate the right of way phase for the project. Once DTD received the notice to proceed, DTD developed a revised project schedule and requested ODOT to extend the obligation date for the construction phase from June 30,

2015 to April 30, 2016 and set a target completion date for construction to on or before September 30, 2017. This amendment modifies the project schedule to the proposed dates.

Clackamas County is currently participating in the Local Agency Certification Program addressed in Master Agreement No. 29025. The master agreement allows DTD to administer federal-aid projects off the National Highway System.

The IGA amendment has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends approval of the attached amendment to Intergovernmental Agreement 28216 for the SE 122<sup>nd</sup> Avenue and SE 132<sup>nd</sup> Avenue Sidewalk Connections Project.

Sincerely,



Mike Bezner, PE  
Transportation Engineering Manager

For information on this issue or copies of attachments  
please contact Joel Howie, Civil Engineering Supervisor at (503) 742-4658

**AMENDMENT NUMBER 01**

Oregon Department of Transportation  
LOCAL AGENCY CERTIFICATION PROGRAM  
Supplemental Project Agreement No. 28216  
Transportation Enhancement Program  
SE 122<sup>nd</sup> Avenue and SE 132<sup>nd</sup> Avenue Sidewalk Connections

**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 "County," both herein referred to individually or collectively as "Party" or "Parties."

It has now been determined by State and County that the Agreement referenced above shall be amended to extend the milestone dates for PS&E and Construction. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

**Exhibit B shall be deleted in its entirety and replaced with the attached Revised Exhibit B. All references to "Exhibit B" shall hereinafter be referred to as "Revised Exhibit B."**

**Terms of Agreement, Paragraph 9, Page 2, which reads:**

9. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner. The Parties agree that the target delivery date for the Project's "Plans, Specifications, and Estimates" (PS&E) package is June 30, 2014. State may withdraw all Transportation Enhancement Funds that are not obligated by Construction Phase on or before June 30, 2015, which is twelve (12) months after the obligation date assigned by State. In that event, State may reassign any TE funds not yet obligated for the Project and shall have no obligation to fund any remaining phases of work through the TE program.

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

9. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner. The Parties agree that the original target delivery date for the Project's "Plans, Specifications, and Estimates" (PS&E) package was June 30, 2014. State may withdraw all Transportation Enhancement Funds that are not obligated for the Construction Phase on or before April 30, 2016, which is ninety (90) days after the agreed completion date for Project Milestone #2, as shown in Revised

Exhibit B. In that event, State may reassign any TE funds not yet obligated for the Project and shall have no obligation to fund any remaining phases of work through the TE program.

**Terms of Agreement, Paragraph 21, Page 4, which reads:**

21. County's Project Liaison for this Agreement is James Reese, Civil Engineer, Engineering Division, Development Services Building, 150 Beaver Creek Road, Oregon City, OR 97045, (503) 742-4707, jamesree@co.clackamas.or.us, or assigned designee upon individual's absence. County shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**Shall be deleted and replaced with the following:**

21. County's Project Liaison for this Agreement is Joel Howie, Civil Engineering Supervisor, Engineering Division, Development Services Building, 150 Beaver Creek Road, Oregon City, OR 97045, (503) 742-4658, JHowie@co.clackamas.or.us, or assigned designee upon individual's absence. County shall notify the other Party in writing of any contact information changes during the term of this Agreement.

This Amendment 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 Amendment so executed shall constitute an original.

**SIGNATURE PAGE TO FOLLOW**

County/State  
Agreement No. 28216

THE PARTIES, by execution of this Agreement, hereby acknowledges 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 2010-2013 Statewide Transportation Improvement Program, (Key #17881) that was approved by the Oregon Transportation Commission on December 16, 2010 (or subsequently approved by amendment to the STIP).

**CLACKAMAS COUNTY**, acting by and through its elected officials

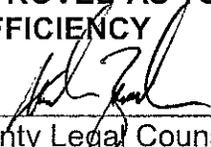
By \_\_\_\_\_  
Chair

Date \_\_\_\_\_

By \_\_\_\_\_  
Recording Secretary

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By  \_\_\_\_\_  
County Legal Counsel

Date 4/23/15 \_\_\_\_\_

**County Contact:**  
Joel Howie, Civil Engineering Supervisor  
Clackamas County - Engineering Division  
Development Services Building  
150 Beaver Creek Road  
Oregon City, OR 97045  
(503) 742-4658  
JHowie@co.clackamas.or.us

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

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Active Transportation  
Section Manager

Date \_\_\_\_\_

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

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

Date \_\_\_\_\_

**State Contact:**  
Mahasti Hastings, Local Agency Liaison  
ODOT - Region 1  
123 NW Flanders Street  
Portland, OR 97209  
(503) 731-8595  
mahasti.v.hastings@odot.state.or.us

**REVISED - EXHIBIT B**  
**Progress Reports and Project Change Request Process**

**Agreement No. 28216**

**Key Number: 17881**

**Project Name: SE 122<sup>nd</sup> Avenue and SE 132<sup>nd</sup> Avenue Sidewalk Connections**

**1. Project Description**

Construct approximately 2,300 feet of new curb and sidewalk in several segments on the west side of SE 122<sup>nd</sup> Avenue and the west side of SE 132<sup>nd</sup> Avenue. These new sidewalks will fill in the missing sidewalk sections on both streets between SE Sunnyside Road and SE Hubbard Road. The sidewalks shall be at least six (6) feet wide, exclusive of curbs. .

2. This Project is subject to progress reporting and project change process as stated in paragraphs No. 3 through No. 5 below.
3. **Monthly Progress Reports (MPR)** - Agency shall submit monthly progress reports using MPR Form 734-2862, attached by reference and made a part of this Agreement. The Monthly Progress Report is due by the 5<sup>th</sup> day of each month, starting the first month after execution of this Agreement, and continuing through the first month after State issues Project Acceptance (Second Note) for the Project's construction contract.

The fillable MPR form and instructions are available at the following address:  
<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>

4. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

**Table 1: Project Milestones**

	<b>Milestone Description</b>	<b>Completion Date</b>
<u>1</u>	Obligation (Federal Authorization) of Enhancement Funds for the Preliminary Engineering phase of Project	October 15, 2011
<u>2</u>	Obligation (Federal Authorization) of Enhancement Funds for the Construction phase of Project	Jan 31, 2016
<u>3</u>	Project Completion based on State issuing Project Acceptance or "Second Note"	Sept. 30, 2017

5. **Project Change Request (PCR) Process** - Agency must obtain approval from State's Contact and State's Transportation Enhancement Program Manager for changes to the Project's scope, schedule, or budget as specified in paragraphs 5a, 5b and 5c, below. Agency shall be fully responsible for all costs that occur outside the established Project scope, schedule or budget and prior to an approved PCR.
- a. Scope - A PCR is required for any significant change or reduction in the scope of work described in the Project Description (Paragraph 1 of this Exhibit).
  - b. Schedule - A PCR is required if Agency or State's Contact anticipate that any Project Milestone will be delayed by more than ninety (90) days, and also for any change in schedule that will require amendment of the Statewide Transportation Improvement Program (STIP).
  - c. Budget - Total Project Cost and approved Enhancement funds for the Project are controlled by Terms of Agreement paragraphs 2 and 2a, on pages 1 and 2 of this Agreement. A PCR is required to obtain State's approval for increased Enhancement funds for any phase of the Project.

Agency must submit all change requests using PCR Form 734-2863, attached by reference and made a part of this Agreement. The PCR Form is due no later than thirty (30) days after the need for change becomes known to Agency. The PCR shall explain what change is being requested, the reasons for the change, and any efforts to mitigate the change. A Project Change Request may be rejected at the discretion of State's Transportation Enhancement Program Manager.

The fillable PCR form and its instructions are available at the following web site:  
<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>

6. **Consequence for Non-Performance** - If Agency fails to fulfill its obligations in Paragraphs No. 3 through No. 5, or does not advance the Project according to the Project Milestones, State's course of action through the duration of Agency's default shall be (1) restricting Agency consideration for future funds awarded through State's Active Transportation Section, then (2) withdrawing unused Project funds as specified in Special Provision #1 of this Agreement, and then (3) terminating this Agreement as stated in Paragraphs #15a and 15b of this Agreement.