



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(Revised: 6/9/2014)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # R-2 DATE 1/21/16
MARINA BAKER, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 1/21/16
Agenda Item #: R.2
Est. Start Time: 9:40 am approx
Date Submitted: 12/29/15

Agenda Title: **Intergovernmental Agreement #30898 with ODOT for Sandy Boulevard from 230th to 238th**

Note: Title should not be more than 2 lines but sufficient to describe the action requested. Title on APR must match title on Ordinance, Resolution, Order or Proclamation.

Requested

Meeting Date: January 14, 2016 Time Needed: 5 minutes

Department: Community Services Division: Transportation-Roads

Contact(s): Riad Alharithi, Capital Improvement Program Manager

Phone: 503-988-0181 Ext. 80181 I/O Address: 425/2

Presenter

Name(s) &

Title(s): Riad Alharithi, Capital Improvement Program Manager

General Information

1. What action are you requesting from the Board?

We are requesting approval of an Intergovernmental Agreement (IGA) #30898 with the Oregon Department of Transportation (ODOT).

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The original IGA with ODOT (ODOT Contract #29856) for this Sandy Boulevard Project (Project) states that ODOT will award the contract under the ODOT procurement program. This new IGA #30898 changes the delivery method of the Project to have Multnomah County award the contract under the County procurement rules and the Certification program. The Transportation Division anticipates this change in method will save time, and the goal is to have the Project underway by the Summer of 2016. IGA #30898 completely supersedes and replaces IGA #29856, and IGA #29856 is terminated upon the execution of this new IGA.

3. Explain the fiscal impact (current year and ongoing).

The total cost of the Project is estimated at \$1,375,775. STP urban funds will provide \$659,000 of this amount. The balance will be provided from the County road fund and are available in the Transportation budget.

4. Explain any legal and/or policy issues involved.

This project is included in the approved Transportation Capital Improvement Plan. The Certification Program is an ODOT program that allows Multnomah County instead of ODOT to deliver federally funded projects. The Program requires implementation of project management practices approved by ODOT and Federal Highway Administration (FHWA) that the County is already implementing.

5. Explain any citizen and/or other government participation that has or will take place.

The Project is in the 2015-2018 Statewide Transportation Improvement Program (Key #18020) that was adopted by the Oregon Transportation Commission on December 18, 2014. Transportation Division engineering staff have been in contact with community stakeholders throughout the design development period and hosted a public meeting on June 23, 2015 at the Fairview Community Center.

Required Signature

**Elected
Official or
Department**

Director: Kim Peoples **Date:** 12/29/15

Note: Please submit electronically. Insert names of your approvers followed by /s/ - we no longer use actual signatures. Please insert date approved.

**Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Agreement No. 30898
Sandy Blvd: 230th Avenue – 238th Drive (Wood Village)**

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 MULTNOMAH COUNTY acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Local Agency Certification Program Agreement No. 29110 incorporated herein and by this reference made a part hereof, State may enter into this Supplemental Project Agreement with Agency for the performance of work on this improvement Project. The Certification Program allows State to certify a Local Agency's procedures and delegates authority to the certified Local Agency to administer federal-aid projects.
2. NE Sandy Boulevard, NE 230th Avenue and NE 238th Avenue are county roads under the jurisdiction and control of Agency.
3. The Project in this Supplemental Project Agreement is one of the required test projects that constitute conditional certification described in Local Agency Certification Program (Certification Program) Agreement No. 29110.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree that Agency will construct a segment of NE Sandy Boulevard from 230th Avenue to 238th Drive to urban arterial standards with two (2) - twelve foot travel lanes, one (1) - fourteen foot median, six foot bicycle lanes on both sides and six foot sidewalks on both sides, hereinafter referred to as the "Project." The Project consists of separating modes and improving safety by constructing separated sidewalks, bike lanes and providing improvements to transit stops where possible. The Project will improve the thickness of the road to support freight traffic by widening and improving the turning radius and providing right turn channels for westbound freight traffic at the intersection of Sandy Boulevard and 230th Avenue. Illumination will be added along NE Sandy Boulevard. The location of the Project is approximately as shown on the detailed map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. The total cost of the Project is estimated at \$1,375,775, which is subject to change.

3. The Project shall be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. STP urban funds for this Project shall be limited to \$659,000. The Project will be financed with STP urban funds at the maximum allowable federal participating amount, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.
4. Agency shall make all payments for work performed on the Project, including all construction costs, and invoice State for 100 percent of its costs. State shall reimburse Agency invoices at the pro-rated federal share. All costs beyond the federal and state reimbursement, any deposited local funds, and any non-participating costs will be the responsibility of the Agency. State shall perform work in the estimated amount of \$40,000 which includes but is not limited to Environmental Clearance and Hazmat Assessment as further described in Exhibit B, attached hereto and by this reference made a part hereof. State shall simultaneously invoice FHWA and Agency for State's Project costs, and Agency agrees to reimburse State for the federal-aid matching state share and any non-participating costs as determined in accordance with paragraph number 3, above upon receipt of invoice. Failure of Agency to make such payments to State may result in withholding of Agency's proportional allocation of State Highway Trust Funds until such costs are paid. Agency understands that State's costs are estimates only and agrees to reimburse State for the actual amount expended.
5.
 - a. Information required by 2 CFR 200.331(a), except for (xiii) Indirect cost rate, shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Agency with the Notice to Proceed.
 - b. The indirect cost rate for this project at the time the agreement is written is 0%.
6. Agency shall select consultants, design, advertise, bid, award the construction contract, and perform construction administration. Agency understands that this Project is a test project and agrees to comply with all of the terms and conditions found in Certification Program Agreement No. 29110.
7. The federal funding for this Project is contingent upon approval by the FHWA. Any work performed prior to acceptance by FHWA will be considered nonparticipating and paid for at Agency expense. State's Regional Local Agency Liaison or designee will provide Agency with a written notice to proceed when FHWA approval has been secured and funds are available for expenditure on this Project.
8. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
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.
10. Local Agency Certification Program Agreement No. 29110 was fully executed on November 16, 2015. This Agreement is subject to the terms and provisions of the Local Agency Certification Program Agreement.

11. This Agreement shall supersede and replace Agreement No. 29856 as amended, in its entirety. Agreement No. 29856 as amended, is terminated upon execution of this Agreement. Bills for preliminary engineering work incurred prior to the replacement of Agreement No. 29856 and its amendment shall be invoiced by Agency and paid for by State under this Agreement.
12. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
13. Agency shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation and/or service demand. State and Agency agree that the useful life of this Project is defined as twenty (20) years.
14. State may conduct periodic inspections during the life of Agency Certification Projects to verify that Projects are being properly maintained and continue to serve the purpose for which federal funds were provided.
15. This Agreement may be terminated by mutual written consent of both Parties.
16. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
17. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
18. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires State to return funds to the FHWA, hold harmless and indemnify State for an amount

equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

19. This Agreement 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 Agreement so executed shall constitute an original.
20. This Agreement and the Local Agency Certification Program (Certification Program) Agreement No. 29110, as amended and all attached exhibits constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
21. State's Project Liaison for the Agreement is Reem Khaki, Local Agency Liaison, 123 NW Flanders Street, Portland, OR 97209, (503) 731-8501, reem.d.khaki@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.
22. Agency's Project Liaison for this Agreement is Ian B. Cannon, County Engineer, 1620 SE 190th Avenue, Portland, OR 97233, (503) 704-5170, ian.b.cannon@multco.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.

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 2015-2018 Statewide Transportation Improvement Program, (Key #18020) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently approved by amendment to the STIP).

Agency/State
Agreement No. 30898

MULTNOMAH COUNTY, acting by and
through its elected officials

By _____

Title _____

Date _____

By _____

Title _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____

Agency Legal Counsel

Date _____

Agency Contact:

Ian B. Cannon, County Engineer
Multnomah County
1620 SE 190th Avenue
Portland, OR 97233
(503) 704-5170
ian.b.cannon@multco.us

State Contact:

Reem Khaki, Local Agency Liaison
123 NW Flanders Street
Portland, OR 97209
(503) 731-8501
Reem.d.khaki@odot.state.or.us

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

By _____

Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Certification Program Manager

Date _____

By _____

Region 1 Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By *Mark Schumack*

Assistant Attorney General (If over
\$150,000)

Date 12/7/2015

Exhibit A – Project Location Map

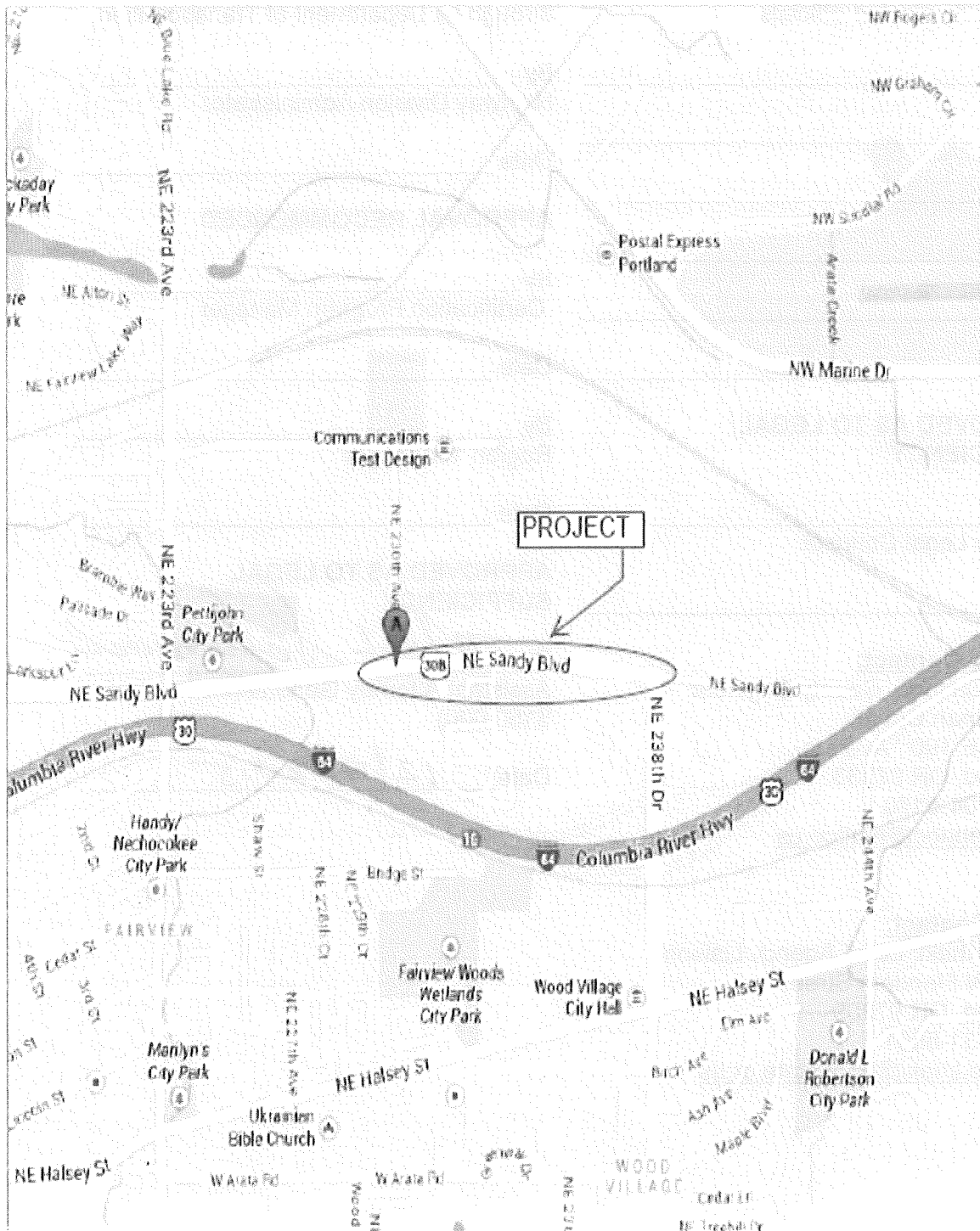


Exhibit A – Project Location Map Continued....

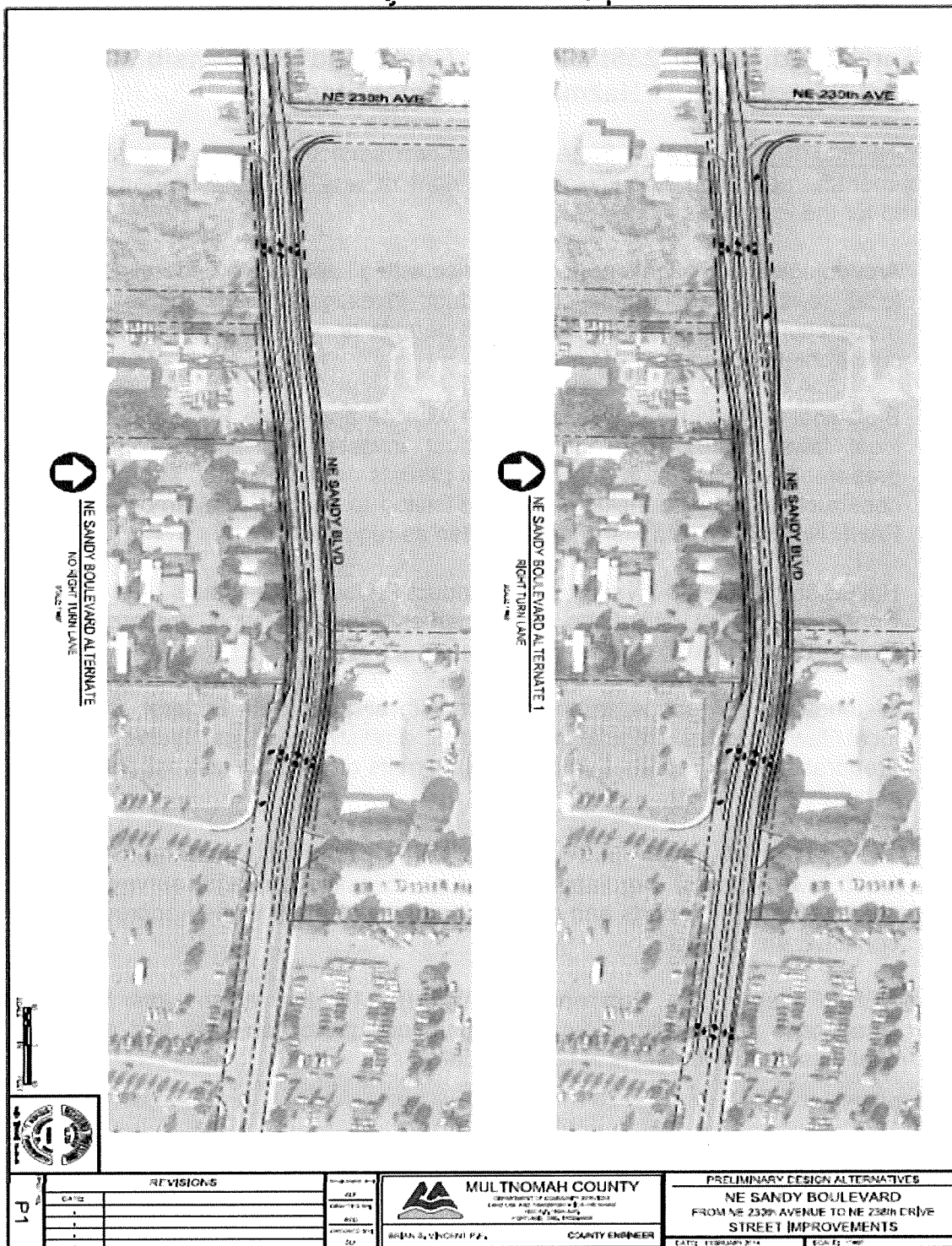


EXHIBIT B

K18020 Sandy Blvd. 230th 238th Project Roles and Responsibilities, including Environmental Clearance and Hazmat Assessment tasks.

- A. **RESPONSIBILITIES OF STATE.** State shall perform services to assess, evaluate, investigate environmental impacts to Agency operating right of way and real property identified to be acquired for the Project as follows:
- I. Archeological Investigation: In compliance with all applicable Federal, State, Regional or local laws, codes, regulations conduct investigation and survey work including preparation of all reports and obtain all permits or other written approvals necessary to construct the Project.
 - II. Biological Investigation: In compliance with all applicable Federal, State, Regional or local laws, codes, regulations conduct investigation and survey work including preparation of all reports and obtain all permits or other written approvals necessary to construct the Project. Including but not limited to: "No Effect Memo", Botanical Survey, FAHP Notification and Fish Passage Plan as required.
 - III. Hazardous Materials Investigation: Conduct Phase 1 and Phase 2 Level Environmental Contamination investigations of properties identified, and prepare comprehensive reports of said investigations.
 - IV. Historical Investigations: In compliance with all applicable Federal, State, Regional or local laws, codes, regulations conduct investigation and survey work including preparation of all reports and obtain all permits or other written approvals necessary to construct the Project.
 - V. Wetlands Investigation: In compliance with all applicable Federal, State, Regional or local laws, codes, regulations conduct investigation and survey work including preparation of all reports and obtain all permits or other written approvals necessary to construct the Project.
 - VI. NEPA/Federal Law Compliance; "4(f)/6(f)": To the extent this Project presents compliance issues with federal environmental protection laws and regulations, State shall ensure the Project is in compliance.

EXHIBIT B-CONTINUED

Exhibit A - MC&A No. 29,856, Amendment No. 1

K18020 - Sandy Blvd.: 230th - 238th Project Roles/Responsibilities				
Resource Discipline	Work Task	Agency Responsibility	Completion Date	Estimate Cost
Air Quality	Not Required (assumes no signal phase changes)			
Archaeology	Shovel Testing	NA		
	PA memo (assumes no resources found)	ODOT	11/1/2014	\$1,200
	Tribal Consultation	ODOT	11/1/2014	\$600
	COMPLETION			
Biology	NE memo (USFWS)	ODOT	11/1/2014	\$1,200
	Botanical Survey	ODOT		
	FAHP Notification	ODOT	11/1/2014	\$2,400
	Fish Passage Plan not expected (need confirmation)	NA		
	COMPLETION			
Hazmat	Level 1 Hazmat Report	ODOT	11/1/2014	\$3,000
	Level 2 Hazmat Report (Contingency)			
	COMPLETION			
Historic	Reconnaissance	ODOT	11/1/2014	\$120
	PA memo	ODOT	11/1/2014	\$600
	COMPLETION			
NEPA	Prospectus Part 3	ODOT		
	CE Closeout	ODOT	12/15/2014	\$2,400
	COMPLETION			
Noise	Noise Study not required (assumes that the project will not halve the distance between the roadway and a sensitive noise receptor)	NA		
Right-of-Way	Rights of Entry	Multnomah County		
Wetlands	1. Review of Existing Information and Field Reconnaissance	ODOT	11/1/2014	\$300
	2. Wetland/Waters Delineation Field Work	NA		
	3. Survey of Wetland Boundary (Contingency)	NA		
	4. Wetland/Waters Delineation Report (Contingency)	NA		
	5. Prepare Joint Permit Application (Contingency)	NA		
	6. Compensatory Mitigation Concepts (Contingency)	NA		
	7. Compensatory Mitigation Report (Contingency)	NA		
	COMPLETION			
4(f) / 6(f)	Not Expected (need confirmation)			
Other	SWMP (must conform to FAHP, ODOT Hydraulics Manual, wellhead protection requirements)	Multnomah County		
	401 Certification	NA		
	Public Involvement	Multnomah County		
	Flood Plain No Rise Certification	NA		
	Noise Variance(s)	Multnomah County		
	NPDES 1200-C	Multnomah County		
	Land Use	Multnomah County		
				\$11,820