RECITALS

Whereas, Association of Oregon Centers for Independent Living, Martha Mae Bryson, Kimberly Morrisey, Dave Maule, Jordan Ohlde, William Phillips, Laurie Sitton, Carrie Taylor, and Laura Potts (Plaintiffs) and the Oregon Department of Transportation (ODOT) are Parties to a lawsuit entitled *Association of Oregon Centers for Independent Living, et al. v. Oregon Department of Transportation, et al.,* U.S. District Court Case No. 3:16-cv-00322-HZ; and

Whereas, the Parties share the goal of improving access on ODOT's State Highway System, the Parties agree as follows:

DEFINITIONS

1. "State Highway System" means all roads or highways designated as such by law or by the Oregon Transportation Commission pursuant to law and includes both primary and secondary state highways. *See* ORS 366.005(8).

2. "Applicable Standards" means the standards in the following relating to curb ramps and pedestrian signals: Americans With Disabilities Act (ADA) and its implementing regulations, PROWAG (Public Right of Way Accessibility Guidelines), the ADA Standards for Accessibility Guidelines (ADAAG), Section 504 of the Rehabilitation Act of 1973, and Part 4 (Highway Traffic Signals) and Part 6 (Temporary Traffic Control) of the MUTCD (Manual on Uniform Traffic Control Devices). If there is a conflict between standards, the conflict will be resolved with the Accessibility Consultant appointed pursuant to Section 7. If the Accessibility Consultant and ODOT disagree, DRO will be notified of the disagreement then ODOT or DRO may initiate the dispute resolution process in Section 12. If the Accessibility Consultant and ODOT agree, DRO will be notified of the conflict and the resolution. If any party disagrees with the resolution, then either party may initiate the dispute resolution process in Section 12 within 30 days. In no event will the final resolution be less than the then current law requires.

3. "Year" means calendar year.

4. "Design exception" means a written determination that documents the physical constraints that make it technically infeasible to meet all of the ADA prescribed geometric requirements for the proposed or altered feature.

5. "Undue burden" is as defined by the ADA and its implementing regulations.

6. "STIP" means the Oregon Statewide Transportation Improvement Program.

AGREEMENT

1. Update statewide curb ramp inventory

ODOT will complete an updated inventory of the curb ramps on the State Highway System by December 31, 2017 and will provide a copy to the Accessibility Consultant and DRO when it is completed. That inventory has two components: (1) a digital video review of all curb ramp locations in the system, which is nearing completion, and (2) a field review of new curb ramps built since ODOT's previous inventory in 2011 as well as all curb ramp locations within the State Highway System that were previously field-reviewed as "Good." Curb ramps that were field-reviewed as "Poor" or "Fair" as part of the 2011 Inventory will retain their rating from that inventory. All newly field-reviewed ramps will be classified using the ADA Ramp Inspection Form attached as Appendix A. Any future revisions to the ADA Ramp Inspection Form will be reviewed by the Accessibility Consultant retained pursuant to Section 7 below.

Once completed, the locations of non-compliant curb ramps in the updated curb ramp inventory shall constitute the universe of curb ramp locations that ODOT agrees to remediate per Section 4 below. In the event that it is established that ODOT did not include a location or a curb ramp that was within the State Highway System before the inventory is completed, ODOT will add the location or curb ramp to the inventory.

In the event that ODOT transfers any state highway sections to another jurisdiction after the date of this Agreement, ODOT will take steps to ensure that any curb ramp locations on such property will be remediated—either by ODOT or the transferee—if those locations have not been remediated prior to the transfer. ODOT shall remain responsible under this agreement to ensure that the necessary remediation takes place.

Locations that are added to ODOT's jurisdiction after December 31, 2017 shall not fall within the scope of this Agreement.

2. Inventory of pedestrian crossing signals

By December 31, 2017, ODOT will also complete an inventory of all pedestrian crossing signals at all curb ramp locations in ODOT's inventory. This inventory will: (1) document the number and location of such pedestrian crossing signals; and (2) assess compliance with Applicable Standards for reach to the button, height to the button, and landing adjoining the button, and will note whether the pedestrian signals contain audible components.

Once completed, the pedestrian signal inventory shall constitute the universe of pedestrian signals that ODOT agrees to remediate pursuant to Section 5 below. In the event that it is established that ODOT did not include in this inventory a pedestrian signal associated with a curb ramp location that was within ODOT's jurisdiction before the inventory is completed, ODOT will add the pedestrian signal to the inventory.

In the event that ODOT transfers any state highway sections to another jurisdiction after the date of this agreement, ODOT will take steps to ensure that any pedestrian signals at curb

ramp locations on such property will be remediated pursuant to Section 5 below if those locations have not been remediated prior to the transfer. ODOT shall remain responsible under this Agreement to ensure that the necessary remediation takes place.

Pedestrian signals at curb ramp locations that are added to ODOT's jurisdiction after December 31, 2017 shall not fall within the scope of this Agreement.

3. Initial commitment for prioritized projects

ODOT will commit $5 million to address curb ramps and associated pedestrian signals once ODOT and Plaintiffs have identified locations and/or priorities. ODOT will begin spending the $5 million on items such as project development, design, right of way (as applicable), and construction as soon as practicable after the locations and/or priorities have been determined. ODOT has budgeted $18 million to be committed during the 2018-21 STIP to implement this Agreement.

4. Remediation of curb ramp inventory

By December 31, 2032, ODOT shall remediate all curb ramp locations identified in the inventory described in Section 1 above so as to bring them into compliance with the Applicable Standards. Remediation of a curb ramp can occur in a number of ways consistent with the Applicable Standards, depending on the physical or site constraints of a particular location as defined by PROWAG R202.3.1 including: (a) physical installation of a missing curb ramp; (b) physically upgrading an existing noncompliant curb ramp; (c) technical infeasibility through a design exception; (d) closing a pedestrian crossing as appropriate in compliance with Applicable Standards; (e) another permissible exception under the ADA and its implementing regulations; (f) right of way availability; (g) or other methods or changes to the location that bring the location into compliance with Applicable Standards as documented on the curb ramp inspection form, a copy of which is attached at Appendix A.

5. Remediation of pedestrian signals

After the pedestrian signal inventory is completed pursuant to Section 2, ODOT will remediate reach, height, and landing of the pedestrian signals identified in that inventory subject to a schedule to be negotiated after the signal inventory is completed. In remediating pedestrian signals, ODOT shall comply with Applicable Standards for reach, height, and landing. If the Parties cannot agree on a schedule for remediation of pedestrian signals, the dispute resolution provision in Section 12 will determine a reasonable schedule for remediation of pedestrian signals.

Pending an agreement regarding the schedule for remediation of pedestrian signals, to the extent feasible ODOT will remediate pedestrian signals when it remediates curb ramps pursuant to Section 4.

ODOT shall provide audible pedestrian signals upon request by the community or an individual in accordance with the ODOT policy attached hereto as Appendix B and in the

absence of any substantial conflict or opposition by other individuals or members of the community. If ODOT amends the policy in Appendix B during the term of this Agreement, it will do so in collaboration with the Accessibility Consultant and subject to the dispute resolution in Section 12.

6. Schedule for Curb Ramp Remediation Compliance

ODOT will comply with the following schedule for remediation of curb ramps:

- By December 31, 2022, ODOT shall remediate at least 30 percent of the non-compliant curb ramp locations in the curb ramp inventory;
- By December 31, 2027, ODOT shall remediate at least 75 percent of the non-compliant curb ramp locations in the curb ramp inventory; and
- By December 31, 2032, ODOT shall complete remediation of all the non-compliant curb ramp locations in the curb ramp inventory.

To the extent feasible and subject to ODOT's good faith discretion as necessary to comply with the percentages in the above schedule, ODOT will attempt to remediate high priority locations first. The high priority locations will be identified in collaboration with Plaintiffs and the Accessibility Consultant pursuant to the Priority Criteria in Appendix C to this Agreement, subject to the dispute resolution process set forth in Section 12.

If ODOT has remediated at least 80 percent of non-compliant curb ramp locations in the curb ramp inventory by December 31, 2027, then Plaintiffs' right to fees and costs provided for in Section 10 below shall terminate.

7. Accessibility Consultant

ODOT shall retain the services of a mutually acceptable Accessibility Consultant with substantial experience in evaluating or assisting public entities in coming into compliance with Applicable Standards. The Accessibility Consultant will be knowledgeable in current federal accessibility standards and acceptable national practices and shall have a minimum of five (5) years' experience in providing consulting services related to facility accessibility and public right of way pedestrian facilities. The Accessibility Consultant must be, or must be affiliated with someone who is a registered civil engineer or a licensed architect.

The Parties agree that the Accessibility Consultant must not have served as an expert, consultant, monitor, or independent reviewer for any of the Parties or their counsel in connection with this action. The Accessibility Consultant shall be selected as follows: The Parties shall attempt to jointly select the Accessibility Consultant. If the Parties are unable to agree on an Accessibility Consultant, each party shall submit to the Court a list of up to three nominees, and the Court shall select an Accessibility Consultant from those lists pursuant to Fed. R. Evid. 706(a). The nominating party must identify and describe each nominee's qualifications and experience, including listing and describing each instance in which the nominee has served as an

expert, consultant, monitor, or independent reviewer in any action involving the Parties. A similar process will apply to the replacement of the Accessibility Consultant as necessary.

The Accessibility Consultant will have the following responsibilities:

- Review, assess, and make recommendations in consultation with ODOT as to ODOT's policies, standards, practices, training, forms, and guidance pertaining to curb ramps and pedestrian crossing signals including:
    - ADA curb ramp and pedestrian signal inspection forms
    - The evaluation processes for curb ramps and pedestrian crossing signals
    - Policies regarding audible signals
    - Design standards and standard drawings for curb ramps and pedestrian crossing signals
    - Design exceptions based on technical infeasibility or other exceptions allowed under the ADA and its implementing regulations.
    - Accessibility remediation work that is triggered by different alteration activities;
    - Conduct training as deemed necessary by the Accessibility Consultant in collaboration with ODOT;
    - New construction and alterations to the State Highway System with respect to compliance with the ADA
    - Work zone alternative route procedures
- Conduct quality assurance field checks of a sampling of new or reconstructed curb ramps and pedestrian crossing signals addressed under this Agreement as needed to verify compliance;
- May review all grievances and complaints concerning ADA Accessibility relating to curb ramps and associated pedestrian signals, along with ODOT's responses.
- Submit reports regarding ODOT's compliance with this Agreement pursuant to Section 8.
- The AC shall promptly notify DRO and ODOT of any disagreements with ODOT regarding compliance with Applicable Standards or this Agreement.

The Accessibility Consultant will be retained for the life of this Agreement. The duties of the Accessibility Consultant will focus initially on consulting with ODOT to review existing processes and procedures for ADA compliance. ODOT's expenses in retaining the Accessibility Consultant shall not exceed $125,000 per year for the first three years beginning from the date the Accessibility Consultant is retained, $75,000 for the next three years, and then $50,000 per year for the remaining life of the Agreement.

The duties and monetary cap for expenses of the Accessibility Consultant may be expanded or reduced upon stipulation of the parties or upon ODOT proving good cause for the reduction in duties and compliance with the obligations of this Agreement.

If the Accessibility Consultant and ODOT fail to reach an agreement on issues within the scope of the Accessibility Consultant's duties, the Parties may seek to have the issue resolved through a dispute resolution process described in Section 12.

8. Reporting

For each year of this Agreement, ODOT will prepare an annual report based upon the work ODOT has performed under this Agreement each year and provide information relating to its progress, including:

(a) list of actions undertaken and completed by ODOT each year pursuant to this Agreement;

(b) amount expended pursuant to Section 3;

(c) number of curb ramp locations remediated, specifically:

a. the number of curb ramp locations and actual curb ramps remediated per Section 4 (a) or (b) and their physical locations; and

b. the number of curb ramp locations remediated per Section 4 (c), (d), (e), (f), and (g), and their physical locations.

(d) Number of curb ramp locations remaining to be remediated and their physical locations.

ODOT shall provide reports required in this Section to the Parties within 90 days after the end of each calendar year a report is required.

The Accessibility Consultant shall submit a report to the Parties regarding ODOT's compliance with this Agreement within 60 days after ODOT submits each of its annual reports to Plaintiffs and the Accessibility Consultant.

All reports and audits required by this Section shall be: (1) provided to the Parties; (2) provided to the ODOT employees referenced in Section 14; (3) made available to the Court as necessary; and (4) prominently posted on ODOT's website.

9. Alternate routes during construction

ODOT agrees to ensure that temporary pedestrian routes provided through or around work zones are accessible to pedestrians with disabilities consistent with Applicable Standards including the MUTCD. Elements of the alternate routes during construction shall include coordination with municipalities, accessibility of temporary routes to people with disabilities, appropriate directional and information signage, appropriate training of contractors and others involved in the construction process, advance notice in accessible formats to the public, people with disabilities and disability organizations of not less than 10 days prior to the initiation of construction to the greatest extent possible. Plaintiffs shall provide ODOT with contact information for organizations which serve people with disabilities.

ODOT will consult with the Accessibility Consultant as appropriate regarding accessible alternate routes during construction.

The requirements in this Section shall not be subject to a motion for contempt until January 1, 2018.

10. Monitoring

Plaintiffs may monitor ODOT's compliance with this Agreement by reviewing and analyzing the reports prepared pursuant to Section 8 and other steps as appropriate. ODOT will provide Plaintiffs with a schedule of the initial work to be performed under the Agreement. Thereafter, upon written request from Plaintiffs and to the extent the information is not already included in the reports provided for in Section 8 above, ODOT will also provide DRO with information on where work is being done, where it is planned each year, and future work scheduled for each STIP period as the Agreement progresses. Plaintiffs may consult with the Accessibility Consultant at any time regarding the requirements of this Agreement. Plaintiffs may also request in writing that ODOT provide specific documents sent to or received from the Accessibility Consultant. Disability Rights Oregon (DRO) may solicit input/information from the disability community regarding the work being performed under this Agreement and the manner in which that work is being carried out. If issues are identified with compliance with this Agreement, DRO may look into the matter, may request discovery as provided in Section 12, and may retain an expert to verify whether or not a curb ramp or pedestrian signal is in compliance with the requirements of the ADA.

Plaintiffs shall be entitled to reasonable attorney fees and costs incurred in connection with reviewing and analyzing the reports prepared pursuant to Section 8. Plaintiffs shall also be entitled to reasonable attorney fees, expert witness fees and costs for any additional monitoring work that causes ODOT to take responsive action that provides a material benefit to the class in enforcing the Agreement regardless of whether Plaintiffs invoke the dispute resolution process in Section 12. If the Parties cannot agree as to whether or to what extent Plaintiffs are entitled to fees and costs for monitoring work, the dispute will be resolved pursuant to Section 12.

11. Attorney fees for past work

ODOT agrees to pay Plaintiffs' reasonable attorney fees, expert witness fees and costs through the Effective Date of this Agreement to be determined by United States District Judge Michael H. Simon, subject to appeal to the Ninth Circuit Court of Appeals, if the parties are unable to reach agreement regarding the amount of such fees.

12. Dispute resolution and enforcement process

Any allegation of an act or omission in breach of this Agreement or allegation of noncompliance with the Applicable Standards in work performed under this Agreement may be raised by either party through the dispute resolution process in this Section. Plaintiffs will provide written notice to ODOT of any alleged non-compliance. ODOT shall have 60 days to provide a response and/or proposed solution. During this time period, the Parties shall work with the Accessibility Consultant as appropriate to attempt to resolve the dispute, and ODOT will

provide documents at Plaintiff's request in a timely manner. If the Parties cannot resolve their dispute within this time period, either Party may bring the matter before a Special Master pursuant to FRCP 53, with each party retaining rights to reasonable discovery as authorized by the Special Master. The Special Master shall be appointed by mutual agreement of the Parties or by Judge Simon if the Parties cannot agree. If the dispute is not resolved to the Parties' satisfaction by the Special Master, the dispute may be presented within 30 days of the Special Master's decision to Judge Simon for resolution. Judge Simon's rulings under this Section may be appealed to the Ninth Circuit Court of Appeals. Judge Simon may award any injunctive or monetary relief consistent with the terms of this Agreement. If Judge Simon is not available, the Chief Judge of the United States District Court will assign an Article III judge to resolve the dispute.

In any dispute proceeding pursuant to this Section, the Prevailing Party shall be awarded their reasonable attorney fees and costs incurred in connection with the dispute. The standards for determining entitlement to, and the amount of, attorney fees are those set forth in the Civil Rights Attorney Fee Awards Act, 42 USC 1988 and the Americans with Disabilities Act, 42 USC §12205. The plaintiff is a Prevailing Party for purposes of this Section if the plaintiff prevails on any substantial issue that obtains some of the relief sought in the litigation, and the defendant is a Prevailing Party for purposes of this Section if the defendant prevails on claims that are frivolous, unreasonable, or groundless.

The dispute resolution process set forth in this section can be used at any time, with the exception of disputes over ODOT's compliance with Section 6. Disputes regarding ODOT's compliance with Section 6 cannot be raised until January 1, 2021. If at any time after January 1, 2021 Plaintiffs allege that ODOT is not likely to remediate curb ramp locations in the inventory in accordance with the schedule in Section 6, Plaintiffs may seek appropriate relief pursuant the dispute resolution process in this Section.

13. Termination

This Agreement terminates when ODOT has completed the obligations in Sections 4 and 5, subject to a *de minimus* exception.

14. ODOT oversight

ODOT will identify (1) a person at ODOT with access to the Director as necessary to be responsible for implementation of processes developed in consultation with the Accessibility Consultant for the remediation obligations set forth in Section 4; and (2) the ADA Coordinator for ODOT. ODOT will make this information prominently available to the public on its website.

15. Public complaint and request process

ODOT will actively seek input regarding accessibility for all to transportation infrastructure and associated programs. ODOT will provide an opportunity for citizens and municipalities to submit Comments, Questions, Concerns or Requests (CQCR) regarding missing or suspected non-compliant curb ramps, pedestrian signals and other accessibility issues.

This CQCR process will be separate from ODOT's formal, non-discrimination grievance procedure. An individual who submits a CQCR is not precluded from proceeding to ODOT's grievance procedure at any point. Both of these processes will be overseen and tracked by the staff of ODOT's Office of Civil Rights.

The CQCR process will provide a user-friendly, informal, responsive methodology.

A CQCR can be submitted through multiple means, but primary contact points are:

- ODOT's Website: (insert URL/link)
- AskODOT: (insert contact info)
- Office of Civil Rights: ODOT ADA Title II Coordinator
  ODOT_ADA@odot.state.or.us
  Phone: 855-540-6655
  Interpreter: 711
  Fax: 503-986-6382

In addition to primary contacts, ODOT's Region or District offices may also accept completed CQCR forms. All ODOT employees can provide any concerned citizen the primary contact information to submit a CQCR.

AskODOT and ODOT's Office of Civil Rights help concerned citizens route their CQCR through the process. When a concerned citizen needs help to complete the information needed for the CQCR, he or she may request assistance from AskODOT or Office of Civil Rights staff. It is also an option to have another person complete the information on their behalf. Requested assistance may also include communication in formats other than written. An anonymous CQCR will also be accepted.

Process to Submit a CQCR:

A fillable form (copy attached as Appendix D) will be posted on ODOT's website. The primary contacts listed above will be prepared to assist any concerned citizen with documenting the information or completion of the form. The following information should be included when filling out the form:

- Contact Information: Name, Address, Phone, Email
- Representative Contact Information (when completing form on behalf of another)
- Issue Description: Location of Site, Topic of Issue, Narrative Description of CQCR
- Resolution Requested

ODOT will provide an initial response to acknowledge receipt of the CQCR within 10 days. If the CQCR addresses a location that is not under ODOT's jurisdiction, ODOT will promptly respond with the contact information to submit the CQCR to the appropriate jurisdiction as well as forward the CQCR to the appropriate jurisdiction.

When ODOT receives a CQCR regarding accessibility at a location under ODOT's jurisdiction, ODOT's Office of Civil Rights (OCR) will convene the standing members of the ADA Communication Team (ADA-ACT) to investigate and take appropriate action to resolve the request as promptly as possible. Members of ADA-ACT are managers in ADA-concerned areas of ODOT. These knowledgeable managers can evaluate the CQCR or assign it to other technical staff to complete the evaluation. An initial evaluation of the CQCR will determine:

- Accessibility Issue and associated information.
- Feasibility of solution options
- Timeframes to initiate and resolve the accessibility issue.

As appropriate, ODOT may consider alternate solutions to address the needs raised in the request. When ODOT's evaluation concludes, a report will document the conclusions drawn. This report will include:

- Copy of the CQCR
- Summary of findings
- Explanation of analysis
- Summary of any action(s) determined appropriate

ODOT will provide the requester a copy of the report documenting the findings of the evaluation within 10 days of the reports completion. For more complex investigations, the requester will receive information about the evaluation plan and timeline. Periodic updates on the progress of the CQCR evaluation will be provided based on this plan. The requester will also receive information on the resolution and actions taken, or to be taken to address the accessibility issue. This information will be shared in the necessary or preferred format of communications, such as large print, Braille, e-mail or audio recording. Oral communications by videophone or TTY are also options. This same report with the same information is also shared with parties within ODOT who will implement any corrective action. Follow-up by staff from the Office of Civil Rights ensures all corrective action is completed.

ODOT staff wants to hear about all barriers and suggested solutions. Staff will continue to make full efforts to ensure accessibility to all and compliance with ADA requirements by implementing improvements. Some requests may not be able to be accommodated immediately and some suggested solutions may not be feasible. ODOT staff will make best efforts, as part of the evaluation of the CQCR, to explore viable alternatives. Once findings from an evaluation have been shared with the requester, follow-up questions can be directed to the staff of the Office of Civil Rights who will pursue any new, additional information.

16. Self-evaluation and transition plan

ODOT has independent obligations under the ADA to update its ADA transition plan, and conduct assessments in connection with that plan. Nothing in this Agreement is intended to expand or reduce any obligations ODOT has under the ADA with regard to a transition plan, nor does this Agreement create any enforceable rights regarding the transition plan. ODOT intends

to continue to fulfill its ongoing transition plan obligations, separate and apart from this Agreement.

Notwithstanding the foregoing, ODOT will welcome input from Plaintiffs, the Accessibility Consultant, and other interested parties on how to conduct the self-evaluation and update to its transition plan.

17. Joint press release

The Parties agree to announce this settlement in a joint press release describing their partnership in improving Accessibility throughout the Oregon State Highway System.

18. Enforceable agreement, class certification, and fairness hearing

This Agreement shall be filed with the United States District Court for the District of Oregon – Portland Division contemporaneously with Disability Rights Oregon (DRO) filing on behalf of named class members of a federal class-action complaint alleging statewide violations of Title II of the ADA and Section 504 of the Rehabilitation Act (Plaintiff's Second Amended Complaint) with respect to curb ramps and associated pedestrian signals and seeking declaratory and injunctive relief. DRO shall take steps necessary to certify a class with respect to curb ramps and associated pedestrian signals (hereinafter, the class) and ODOT will stipulate to class certification.

Upon class certification, the Parties will jointly request approval of the Agreement pursuant to Fed. R. Civ. P. 23(e). After notice to all class members, the Court will conduct a fairness hearing pursuant to Fed. R. Civ. P. 23(e) to decide whether the Agreement is a fair, adequate and reasonable resolution of the claims of the plaintiff class. The Parties agree to cooperate in presenting the Agreement to the Court and urging its approval as fair and reasonable.

If approved, the Court shall enter this Agreement as an order of the Court, and retain jurisdiction over this Agreement until its termination. The Effective Date of the Agreement shall be the date of entry by the Court.

Should the Court approve this Agreement, the Agreement shall preclude any member of the class from asserting any claims for declaratory or injunctive relief that are based on or arise out of the facts and practices alleged in the Second Amended Complaint relating to curb ramps and associated pedestrian signals.

ODOT shall pay any costs related to class certification. Plaintiffs shall be entitled to an award for any costs, expert witness fess and reasonable attorney fees in connection with class certification.

Except as provided in this Agreement, during the pendency of this Agreement, Plaintiffs shall not file suit under the ADA for any claim or allegation set forth in the Second Amended Complaint declaratory or injunctive relief related to curb ramps and associated pedestrian signal.

Class members shall not be precluded from asserting claims for damages arising from allegations that curb ramps or associated pedestrian signals are not in compliance with the ADA or Section 504 of the Rehabilitation Act. Class members are not precluded from asserting claims that pedestrian signals not associated with curb ramps violate the ADA, and/or Section 504 of the Rehabilitation Act. All claims for violations of the ADA and Section 504 for work performed in compliance with this Agreement are barred.

Class members shall not be precluded from asserting any claims based upon facts and practices alleged in the complaint unrelated to curb ramps and associated pedestrian signals. Any claims based upon facts and practices alleged in the original or First Amended Complaint unrelated to curb ramps and associated signals will be dismissed without prejudice.

As described in this section, "curb ramps and associated pedestrian signals" shall include the curb ramps, signal pushbuttons, audible indicators, turning spaces immediately adjoining the curb ramp used to access the ramp, clear spaces immediately adjoining any signal button to enable a person in a mobility device to access the button, and pavement immediately adjoining a curb ramp used in determining the counter-slope. It shall not include any section of sidewalk, crosswalk, or other pedestrian facility other than that immediately adjoining a curb ramp or pedestrian signal.

19. No admission of fault

In entering into this settlement Agreement, ODOT does not admit any wrongdoing or liability to Plaintiffs, or any entitlement by Plaintiffs to any relief under any claim upon which relief is sought in their complaint in this or any other matter. Inclusion of obligations under requirements in this Agreement shall not be construed as a finding or determination by the Court that, absent this Agreement, ODOT would otherwise have such obligations or requirements.

20. Force Majeure

ODOT shall not be considered in breach of this Agreement to the extent that performance of any of the obligations incurred herein is prevented by an event of Force Majeure, including but not limited to: acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection, or military or usurped power, or civil war; contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; riot, commotion, strikes, lock outs or disorder; or acts or threats of terrorism.

21. Funding

Nothing in this Agreement will be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary

obligations of the State of Oregon. ODOT will make diligent efforts to obtain necessary funding, appropriations, limitations, allotments, or other expenditure authority.

22. Authorized signatures

The signatures below of officials and attorneys representing the class Plaintiffs, and the State signify that these Parties have given their final approval to this Agreement. Each party to this Agreement represents and warrants that the person who has signed this Agreement on behalf of his or her entity or clients is duly authorized to enter into this Agreement and to bind that party to the terms and conditions of this Agreement.

23. Integrated agreement

This Agreement and any documents incorporated by reference constitute the entire integrated Agreement of the Parties.

24. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same Agreement, notwithstanding that each party is not a signatory to the original or the same counterpart. All references to signature or execution of the Agreement shall be calculated from the date on which the last party executed the Agreement.

25. Notices

"Notice" under this Agreement shall be provided to the following or their successors:

Oregon Department of Transportation
355 Capitol Street NE, MS 11
Salem, OR 97301-3871

Attorney General
Oregon Department of Justice
1162 Court Street NE
Salem, OR 97301-4096

General Counsel
Oregon Department of Justice
1162 Court Street NE
Salem, OR 97301-4096

Disability Rights Oregon
610 S.W. Broadway, Suite 200
Portland, OR 97205

Law Offices of Stephen L Brischetto
Attorneys at Law
621 SW Morrison St Ste 1025
Portland OR 97205

26. Transportation remediation

The Parties agree that mitigation of transportation barriers for persons with disabilities is important, especially in areas on state highways where transit is limited and curb ramps have not yet been remediated. Before January 2017, ODOT will recommend the following to the Public Transportation Advisory Committee (PTAC).

a. ODOT Recommendations to PTAC Regarding PTAC Members

1. ODOT agrees to recommend to PTAC that it select an AOCIL member to fill the new Senior and People with Disabilities position on PTAC.

2. When the current Citizen/Transit User-at-large position on PTAC becomes vacant, ODOT agrees to recommend that PTAC consider candidates who are public transit consumers who self-identify as a person with a disability.

b. ODOT Recommendation to PTAC Regarding Workgroup

ODOT will recommend that the PTAC form a permanent workgroup that focuses on helping Persons with Disabilities engage in transit statewide and to mitigate barriers. ODOT will also recommend to PTAC that the Disability Workgroup will address the following issues:

1. Investigate and solicit additional sources of funds to augment existing special ride programs to mitigate barriers throughout the state including taxi voucher programs, shuttle programs, and paratransit.

2. Identify methods to promote service of the target areas by local entities.

3. Analyze gaps in disability transit statewide, and analyze the state allotment of funds, including but not limited to division of funds based on population of seniors, people with disabilities, and location of target areas to see if additional prioritization is warranted.

4. Recommend changes to state management plan to serve target areas, and to serve persons with disabilities throughout the state regardless of state highways.

5. Prepare a case study of South Lane Wheels with model procedures and grant applications, so that other local entities could adopt similar programs.

6. Investigate and solicit a study, possibly through encouraging an entity to apply for a grant using 5311 planning dollars, on any of the above topics.

IF PTAC agrees to form the workgroup, any recommendations from the workgroup will be made to PTAC. IF PTAC decides to support the recommendation and recommends that ODOT adopt any of the workgroups recommendations, ODOT will reconsider only those recommendations that comply with federal and state laws and requirements

27. Education and outreach

During the class notice period, ODOT will jointly partner with AOCIL in coordinating meetings regarding this Agreement in each of the five ODOT regions. ODOT agrees to supply a meeting room in each ODOT region for these meetings. AOCIL will provide notification of these meetings to interested parties known to AOCIL; ODOT will post notice of these meetings on its website and issue public notice of these meetings. ODOT and AOCIL will work together to develop the agenda for these meetings.

After this Agreement is approved by the Court, ODOT will offer a presentation during public meetings of various regularly scheduled ODOT Transportation Advisory Groups, such as the Public Transportation Advisory Committee (PTAC) and the Bicycle/Pedestrian Plan Policy Advisory Committee. ODOT will make best efforts to schedule at least four such meetings each year through 2021 in geographically dispersed locations. These meetings will be designed to educate and engage the public about the work ODOT has performed under the Agreement, or is planning to perform, the availability of alternate routes during construction, the priorities of remediation, and the public complaint and request process. The meetings will also solicit public comment on the status of accessible public pedestrian walkways and facilities under ODOT's control in local communities. ODOT will collaborate with AOCIL to engage the local disability community and advertise these meetings.

WHEREFORE, the Parties hereby execute this Agreement,

Martha Mae Bryson	Date
Kimberly Morrisey	Date
Carrie Taylor	Date
Laura Potts	Date
Laurie Sitton	Date

Dave Maule _____ Date _____

Jordan Ohlde _____ Date _____

William Phillips _____ Date _____

Matthew Garrett _____ Date 10-26-16

Oregon Department of Transportation

By: _____

Print Name: Matthew Garrett

Its: Director

Date: 10-26-16

Association of Oregon Living Centers

By: _____

Print Name: _____

Its: _____

Date: _____

APPROVAL AS TO FORM:

By: _____ Date: _____
Stephen Brischetto
Attorney for Plaintiffs

Disability Rights Oregon

By: _____ Date: _____
Kathleen Wilde
Attorney for Plaintiffs

Oregon Department of Justice

By: Carla Scott Date: 11/2/16
Carla Scott
Attorney for State Defendants

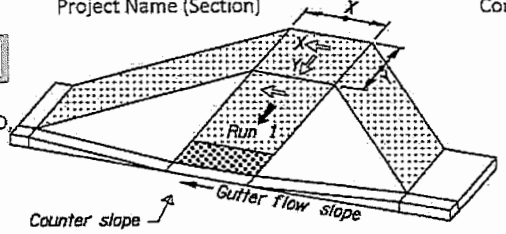
APPENDIX A

ADA Ramp Inspection Form

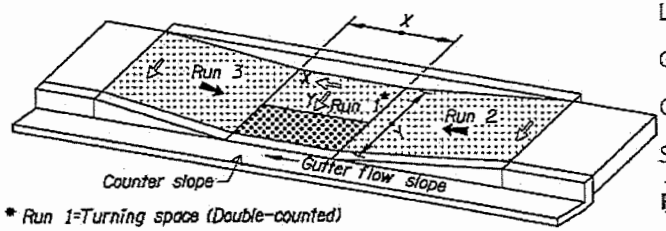
Oregon Department of Transportation

Project Name (Section)	Construction Year	Contract No.	Highway No.	MP	Cross Street Name

Ramp Style (PR, PL, C, UD, EW, CT, BT)

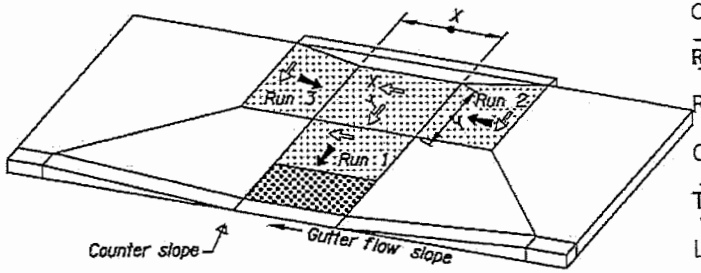


PERPENDICULAR RAMP (PR)



* Run 1=Turning space (Double-counted)

PARALLEL RAMP (PL)



COMBINATION RAMP (C)

???

UNIQUE DESIGN (UD) - take photo

- Pedestrian access route (To measure clear width)
- Detectable warning surface
- Cross slope (2.0% max.)
- Running slope (8.3% max.)
- Counter slope (5.0% max.)
- Landing area (X & Y) (2.0% max. / 4' x 4' min.)
- Gutter Flow Slope (as directed)

Calibrate smart level before each use.

RAMP RUN 1		Pass	Fail
Running Slope 1		≤ 8.3%	> 8.3%
Curb Running Slope			
Cross Slope 1		≤ 2.0%	> 2.0%
Detectable Warning		(TD, X)	None
Lip Height		≤ 1/4"	> 1/4"
Gutter Flow Slope			
Counter Slope (+/-)		≤ 5.0%	> 5.0%
Slope Differential			

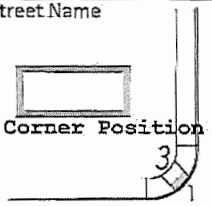
RAMP RUN 2		Pass	Fail
Running Slope 2		≤ 8.3%	> 8.3%
Cross Slope 2		≤ 2.0%	> 2.0%

RAMP RUN 3		Pass	Fail
Running Slope 3		≤ 8.3%	> 8.3%
Cross Slope 3		≤ 2.0%	> 2.0%

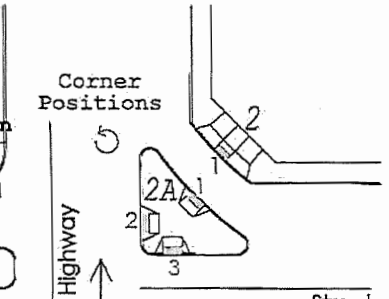
TURNING SPACE		Pass	Fail
Landing Width X		≥ 4'* and ≤2.0%	< 4'* or >2.0%
Landing Length Y			
Landing Slope X			
Landing Slope Y			

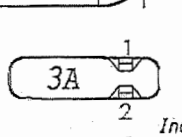
MISCELLANEOUS		Pass	Fail
Clear Width (feet)		≥ 4'	< 4'
Physical Condition (G,F,P)			
ADA Design Exception (Y,N)			
Design Ex. Control Number			

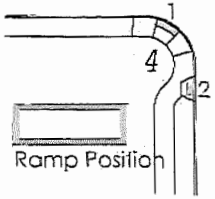
Corner Position



Corner Positions

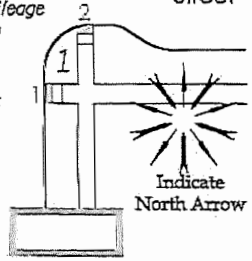






Ramp Position

Ramp Positions



Function Condition (G,F,P)

Good (G) = all applicable boxes on left pass.
OR Design Exception addresses criteria that do not pass.
Fair (F) = all boxes on left pass, except detectable warning
Poor (P) = any box fails other than detectable warning

See also Standard Drawings RD755 and TM458 to assess provisions not shown: (flares, inlets, pushbutton reach, alignment, etc.)

Comment:

Inspector's Signature | Date

Print name clearly | Certification No.

Company/Agency | Crew No. (ODOT)

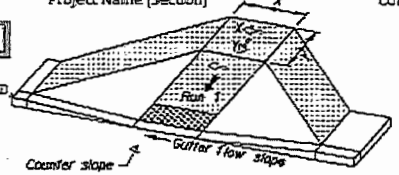
http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx

ADA Ramp Inspection Form

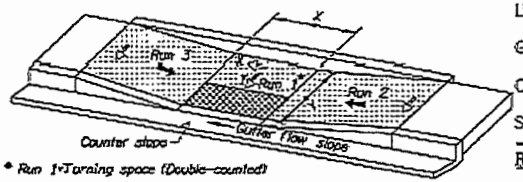
Submit by E-mail

Project Name (Section) | Construction Year | Contract No. | Highway No. | MP | Cross Street Name

Ramp Style (PR, PL, C, UD, EW, CT, BT)

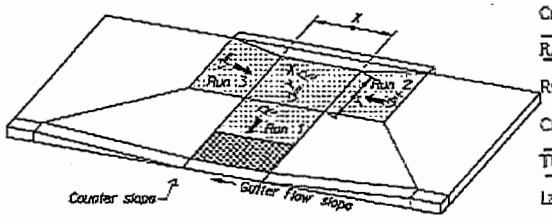


PERPENDICULAR RAMP (PR)



* Run 1+Turning space (Double-counted)

PARALLEL RAMP (PL)



COMBINATION RAMP (C)

???

UNIQUE DESIGN (UD) - take photo

- Pedestrian access route (To measure clear width)
- Detectable warning surface
- Cross slope (2.0% max.)
- Running slope (8.3% max.)
- Counter slope (5.0% max.)
- Landing area (X & Y) (2.0% max. / 4' x 4' min.)
- Gutter Flow Slope (as directed)

Calibrate smart level before each use.

RAMP RUN 1		Pass	Fail
Running Slope 1		≤ 8.3%	> 8.3%
Curb Running Slope		≤ 8.3%	> 8.3%
Cross Slope 1		≤ 2.0%	> 2.0%
Detectable Warning		(TD, X)	None
Lip Height		≤ 1/4"	> 1/4"
Gutter Flow Slope			
Counter Slope (+/-)		≤ 5.0%	> 5.0%
Slope Differential	0		

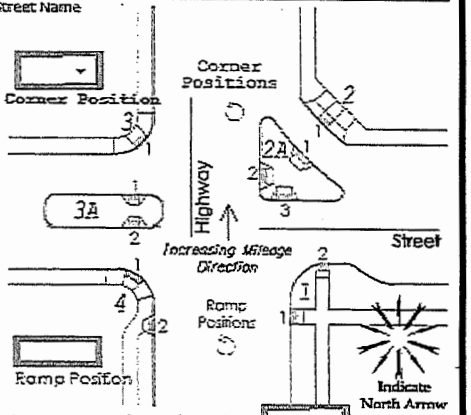
RAMP RUN 2		Pass	Fail
Running Slope 2		≤ 8.3%	> 8.3%
Cross Slope 2		≤ 2.0%	> 2.0%

RAMP RUN 3		Pass	Fail
Running Slope 3		≤ 8.3%	> 8.3%
Cross Slope 3		≤ 2.0%	> 2.0%

TURNING SPACE		Pass	Fail
Landing Width X		≥ 4'* and ≤ 2.0%	< 4'* or > 2.0%
Landing Length Y			
Landing Slope X			
Landing Slope Y			

MISCELLANEOUS		Pass	Fail
Clear Width (feet)		≥ 4'	< 4'
Physical Condition (G,F,P)			
ADA Design Exception (Y,N)			
Design Ex. Control Number			

Corner Position



Function Condition (G,F,P)

Good (G) = all applicable boxes on left pass.
OR Design Exception addresses criteria that do not pass.
Fair (F) = all boxes on left pass, except detectable warning
Poor (P) = any box fails other than detectable warning

See also Standard Drawings RD755 and TM455 to assess provisions not shown: (flares, inlets, pushbutton reach, alignment, etc.)

Comment:

Inspector's Signature | Date

Print name clearly | Certification No.

Company/Agency | Crew No. (ODOT)

734-5020 (10-19-2016)

Reset Entire Form | Keep Intersection, Reset Fields

http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms.aspx

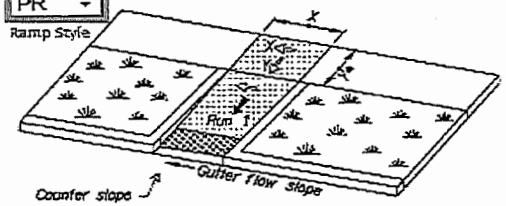
ADA Ramp Inspection Form (Perpendicular)

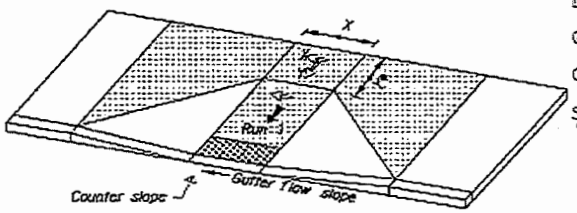
Submit by E-mail

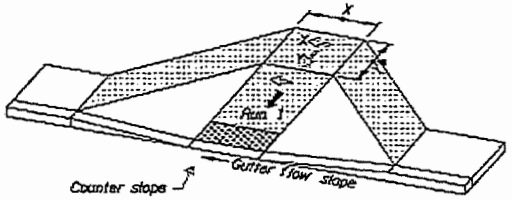
Oregon Department of Transportation

Project Name (Section) | Construction Year | Contract No. | Highway No. | MP | Cross Street Name

PR — Ramp Style







PERPENDICULAR RAMP (PR)

- Pedestrian access route (To measure clear width)
- Detectable warning surface
- Cross slope (2.0% max.)
- Running slope (8.3% max.)
- Counter slope (5.0% max.)
- Landing area (X & Y) (2.0% max. / 4' x 4' min.)* * If constrained at back of walk, min. Y length is 5'.
- Gutter Flow Slope (as directed)

Calibrate smart level before each use.

RAMP RUN 1		Pass	Fail
Running Slope 1		≤ 8.3%	> 8.3%
Curb Running Slope		≤ 8.3%	> 8.3%
Cross Slope 1		≤ 2.0%	> 2.0%
Detectable Warning		(TD, X)	None
Lip Height		≤ 1/4"	> 1/4"
Gutter Flow Slope			
Counter Slope (+/-)		≤ 5.0%	> 5.0%
Slope Differential	0		

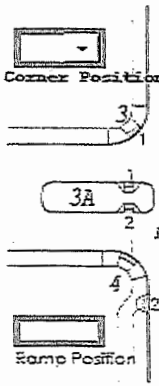
Where flared sides exist, a 4' wide unobstructed sidewalk is required around the flared sides with cross slope not greater than 2.0%.

If the running slope of the sidewalk around the flared sides is more than 5.0%, use a combination style ramp inspection form.

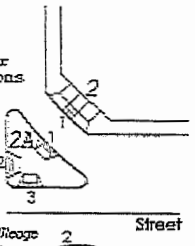
TURNING SPACE		Pass	Fail
Landing Width X		≥ 4'* and ≤2.0%	< 4'= or >2.0%
Landing Length Y			
Landing Slope X			
Landing Slope Y			

MISCELLANEOUS		Pass	Fail
Clear Width (feet)		≥ 4'	< 4'
Physical Condition (G,F,P)			
ADA Design Exception (Y,N)			
Design Ex. Control Number			

Corner Position



Corner Positions

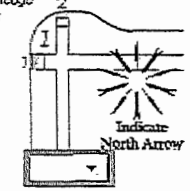


Highway

Increasing Mileage Direction

Street

Ramp Positions



Ramp Position

Function Condition (G,F,P)

Good (G) = all applicable boxes on left pass.
OR Design Exception addresses criteria that do not pass.
Fair (F) = all boxes on left pass, except detectable warning
Poor (P) = any box fails other than detectable warning

See also Standard Drawings RD755 and TM458 to assess provisions not shown: (flares, inlets, pushbutton reach, alignment, etc.)

Comment:

Inspector's Signature | Date

Print name clearly | Certification No.

Company/Agency | Crew No. (ODOT)

734-5020 (10-19-2016)

Reset Entire Form | Keep Intersection, Reset Fields

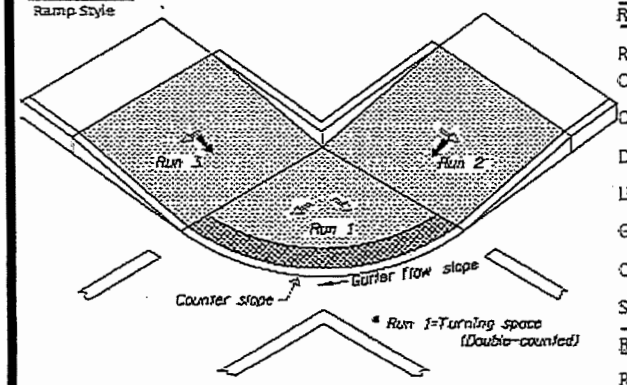
http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms.aspx

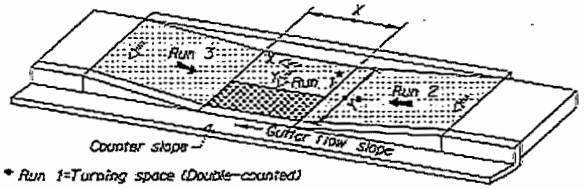
ADA Ramp Inspection Form (Parallel)

Submit by E-mail

Project Name (Section) | Construction Year | Contract No. | Highway No. | MP | Cross Street Name

PL — Ramp Style





PARALLEL RAMP (PL)

- Pedestrian access route (To measure clear width)
- Detectable warning surface
- Cross slope (2.0% max.)
- Running slope (8.3% max.)
- Counter slope (5.0% max.)
- Landing area (X & Y) (2.0% max. / 4' x 4' min.)* * If constrained at back of walk, min. Y length is 5'.
- Gutter Flow Slope (as directed)

Calibrate smart level before each use.

RAMP RUN 1		Pass	Fail
Running Slope 1		≤ 8.3%	> 8.3%
Curb Running Slope		≤ 8.3%	> 8.3%
Cross Slope 1		≤ 2.0%	> 2.0%
Detectable Warning	(TD, X)		None
Lip Height		≤ 1/4"	> 1/4"
Gutter Flow Slope			
Counter Slope (+/-)		≤ 5.0%	> 5.0%
Slope Differential	0		

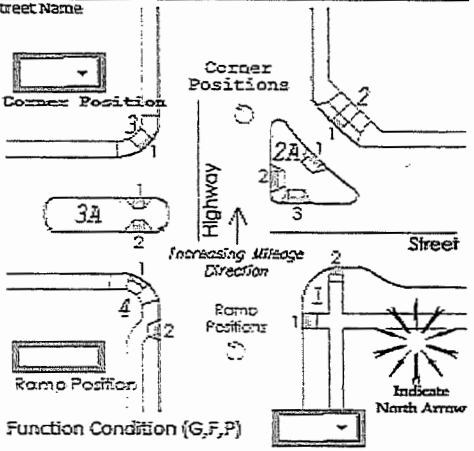
RAMP RUN 2		Pass	Fail
Running Slope 2		≤ 8.3%	> 8.3%
Cross Slope 2		≤ 2.0%	> 2.0%

RAMP RUN 3		Pass	Fail
Running Slope 3		≤ 8.3%	> 8.3%
Cross Slope 3		≤ 2.0%	> 2.0%

TURNING SPACE		Pass	Fail
Landing Width X		≥ 4'* and ≤ 2.0%	< 4'* or > 2.0%
Landing Length Y			
Landing Slope X			
Landing Slope Y			

MISCELLANEOUS		Pass	Fail
Clear Width (feet)		≥ 4'	< 4'
Physical Condition (G,F,P)			
ADA Design Exception (Y,N)			
Design Ex. Control Number			

Corner Position



Ramp Position

Function Condition (G,F,P)

Good (G) = all applicable boxes on left pass.
OR Design Exception addresses criteria that do not pass.
Fair (F) = all boxes on left pass, except detectable warning
Poor (P) = any box fails other than detectable warning

See also Standard Drawings RD755 and TM456 to assess provisions not shown: (flares, inlets, pushbutton reach, alignment, etc.)

Comment:

Inspector's Signature | Date

Print name clearly | Certification No.

Company/Agency | Crew No. (ODOT)

734-5020 (10-19-2016)

Reset Entire Form | Keep Intersection, Reset Fields

https://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms.aspx

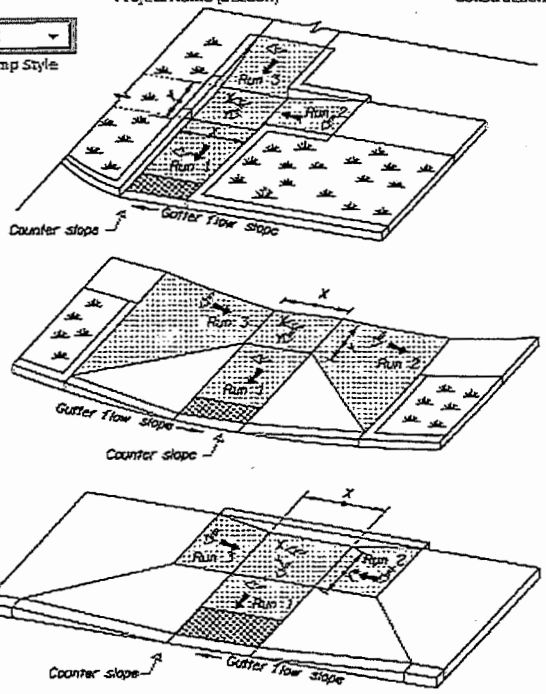
ADA Ramp Inspection Form (Combination)

Submit by E-mail

Oregon Department of Transportation

Project Name (Section) | Construction Year | Contract No. | Highway No. | MP | Cross Street Name

C — Ramp Style



Calibrate smart level before each use.

RAMP RUN 1		Pass	Fail
Running Slope 1		≤ 8.3%	> 8.3%
Curb Running Slope			
Cross Slope 1		≤ 2.0%	> 2.0%
Detectable Warning		(TD, X)	None
Lip Height		≤ 1/4"	> 1/4"
Gutter Flow Slope			
Counter Slope (+/-)		≤ 5.0%	> 5.0%
Slope Differential	D		

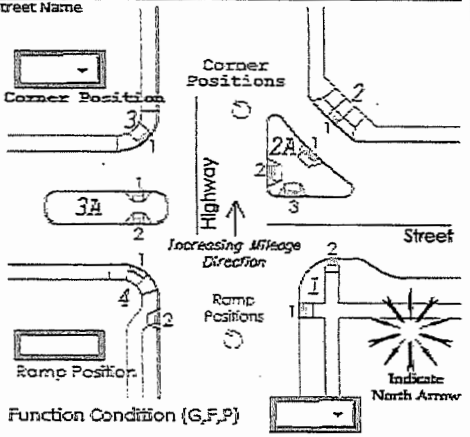
RAMP RUN 2		Pass	Fail
Running Slope 2		≤ 8.3%	> 8.3%
Cross Slope 2		≤ 2.0%	> 2.0%

RAMP RUN 3		Pass	Fail
Running Slope 3		≤ 8.3%	> 8.3%
Cross Slope 3		≤ 2.0%	> 2.0%

TURNING SPACE		Pass	Fail
Landing Width X		≥ 4'* and ≤ 2.0%	< 4'* or > 2.0%
Landing Length Y			
Landing Slope X			
Landing Slope Y			

MISCELLANEOUS		Pass	Fail
Clear Width (feet)		≥ 4'	< 4'
Physical Condition (G,F,P)			
ADA Design Exception (Y,N)			
Design Ex. Control Number			

Corner Position



Ramp Position

Function Condition (G,F,P)

Good (G) = all applicable boxes on left pass.
OR Design Exception addresses criteria that do not pass.
Fair (F) = all boxes on left pass, except detectable warning
Poor (P) = any box fails other than detectable warning

See also Standard Drawings RD755 and TM858 to assess provisions not shown: (flares, inlets, pushbutton reach, alignment, etc.)

Comment:

Inspector's Signature | Date

Print name clearly | Certification No.

Company/Agency | Crew No. (ODOT)

COMBINATION RAMP (C)

- Pedestrian access route (To measure clear width)
- Detectable warning surface
- Cross slope (2.0% max.)
- Running slope (8.3% max.)
- Counter slope (5.0% max.)
- Landing area (X & Y) (2.0% max. / 4' x 4' min.)* * If constrained at back of walk, min. Y length is 5'.
- Gutter Flow Slope (as directed)

734-5020 (10-18-2016)

Reset Entire Form | Keep Intersection, Reset Fields

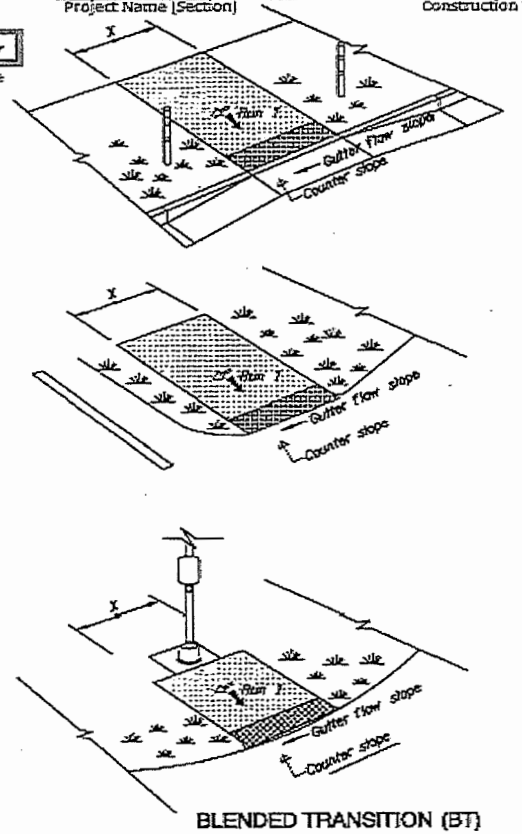
https://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx

ADA Ramp Inspection Form (Blended Transition)

Submit by E-mail

Project Name (Section) | Construction Year | Contract No. | Highway No. | MP | Cross Street Name

PR — Ramp Style



BLENDED TRANSITION (BT)

- Pedestrian access route (To measure clear width)
- Detectable warning surface
- Cross slope (2.0% max.)
- Running slope (5.0% max.)
- Counter slope (5.0% max.)
- Gutter flow slope (As directed)

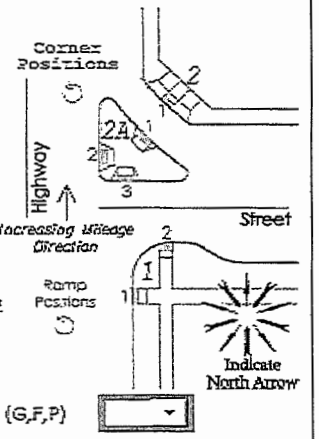
Calibrate smart level before each use.

RAMP RUN 1		Pass	Fail
Running Slope 1		≤ 5.0%	> 5.0%
Curb Running Slope		≤ 5.0%	> 5.0%
Cross Slope 1		≤ 2.0%	> 2.0%
Detectable Warning		(TD, X)	None
Lip Height		≤ 1/4"	> 1/4"
Gutter Flow Slope			
Counter Slope (+/-)		≤ 5.0%	> 5.0%
Slope Differential	0		

Blended Transitions are locations where the pedestrian walkway and the street crossing intersect at the same plane without the need of a ramp. If a slope is greater than 5.0%, this is not a Blended Transition and should be inspected using a different inspection form.

MISCELLANEOUS		Pass	Fail
Clear Width (feet)		≥ 4'	< 4'
Physical Condition (G,F,P)			
ADA Design Exception (Y,N)			
Design Ex. Control Number			

Corner Position



Ramp Position

Function Condition (G,F,P)

Good (G) = all applicable boxes on left pass.
OR Design Exception addresses criteria that do not pass.
Fair (F) = all boxes on left pass, except detectable warning
Poor (P) = any box fails other than detectable warning

See also Standard Drawings RD755 and TM458 to assess provisions not shown: (flares, inlets, pushbutton reach, alignment, etc.)

Comment:

Inspector's Signature | Date

Print name clearly | Certification No.

Company/Agency | Crew No. (ODOT)

734-5020 (10-19-2016)

Reset Entire Form | Keep Intersection, Reset Fields

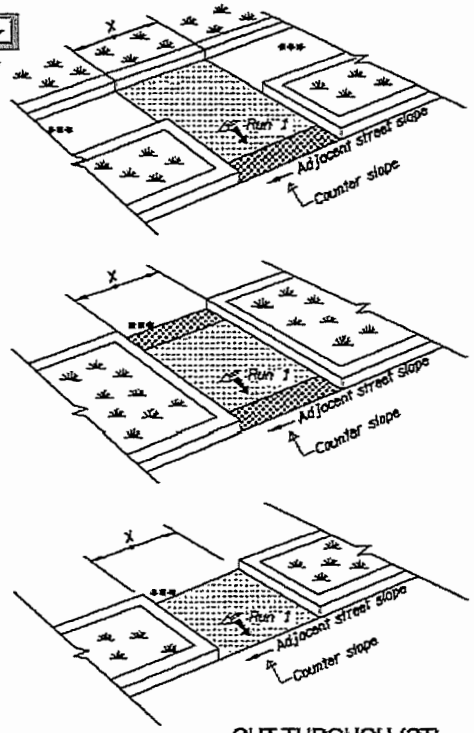
http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms.aspx

ADA Ramp Inspection Form (Cut-Through Island)

Submit by E-mail

Project Name (Section) | Construction Year | Contract No. | Highway No. | MP | Cross Street Name

CT — Ramp Style



CUT THROUGH (CT)

Calibrate smart level before each use.

RAMP RUN 1		Pass	Fail
Running Slope 1		≤ *	> *
Cross Slope 1		≤ **	> **
Detectable Warning		(TD, X)	None
Lip Height		≤ 1/4"	> 1/4"
Adjacent Street Slope			
Counter Slope (+/-)		≤ 5.0%	> 5.0%
Slope Differential	0		

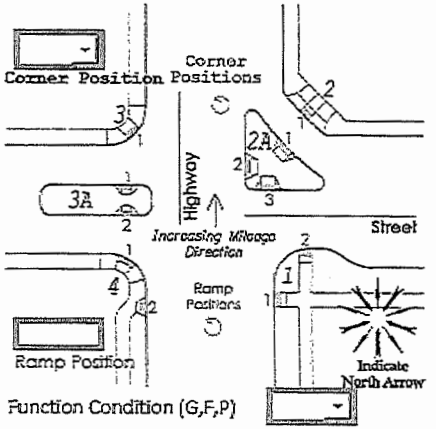
* If running slope exceeds 5.0%, use curb ramp inspection form.

** If located at stop or yield control approach, cross slope shall be 2.0% max; if located at uncontrolled or signalized intersection , cross slope max is 5.0%; if located midblock, cross slope allowed to equal grade of adjacent street.

*** Use separate inspection form for each opening of cut-through.

TURNING SPACE		Pass	Fail
Landing Width X		≥ 5'	< 5'
Landing Length Y		and	or
Landing Slope X		≤ **	> **
Landing Slope Y			

MISCELLANEOUS		Pass	Fail
Clear Width (feet)		≥ 5'	< 5'
Physical Condition (G,F,P)			
ADA Design Exception (Y,N)			
Design Ex. Control Number			



Function Condition (G,F,P)

Good (G) = all applicable boxes on left pass.
OR Design Exception addresses criteria that do not pass.
Fair (F) = all boxes on left pass, except detectable warning
Poor (P) = any box fails other than detectable warning

See also Standard Drawings RD755 and TM458 to assess provisions not shown: (flares, inlets, pushbutton reach, alignment, etc.)

Comment:

Pedestrian access route (To measure clear width)
Detectable warning surface
Cross slope (See note **)
Running slope (see note *)
Counter slope (5.0% max.)
Adjacent street slope (As directed)

Inspector's Signature | Date
Print name clearly | Certification No.
Company/Agency | Crew No. (ODOT)

734-5020 (10-10-2016)

Reset Entire Form | Keep Intersection, Reset Fields

http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx

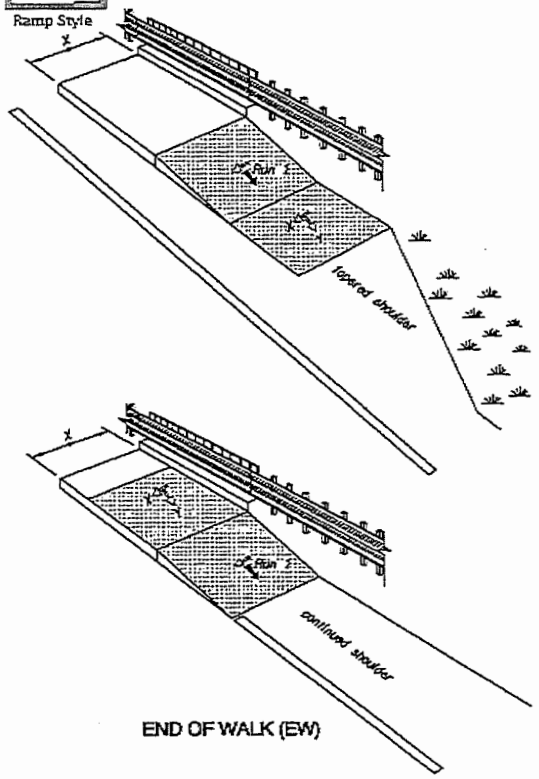
ADA Ramp Inspection Form (End of Walk)

Submit by E-mail

Oregon Department of Transportation

Project Name (Section) | Construction Year | Contract No. | Highway No. | MP | Description of location (nearest cross street or landmark)

EW
Ramp Style



END OF WALK (EW)

Pedestrian access route (To measure clear width)
Cross slope (2.0% max.)
Running slope (8.3% max.)
Landing area (X & Y) (2.0% max. / 4' x 4' min.)

Calibrate smart level before each use.

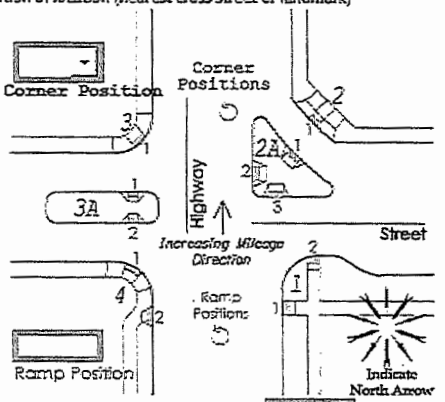
RAMP RUN 1		Pass	Fail
Running Slope 1		≤ 8.3%	> 8.3%
Cross Slope 1		≤ 2.0%	> 2.0%
Detectable Warning	X	(TD, X)	None
Lip Height		≤ 1/4"	> 1/4"

Use the End-of-Walk style inspection form only in locations where sidewalk ends at locations that are not intersections.

Turning space/landing area may be measured at either the bottom of the ramp run or at the top.

TURNING SPACE		Pass	Fail
Landing Width X		≥ 4' and ≤ 2.0%	< 4' or > 2.0%
Landing Length Y			
Landing Slope X			
Landing Slope Y			

MISCELLANEOUS		Pass	Fail
Clear Width (feet)		≥ 4'	< 4'
Physical Condition (G,F,P)			
ADA Design Exception (Y,N)			
Design Ex. Control Number			



Function Condition (G,F,P)

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OR Design Exception addresses criteria that do not pass.
Fair (F) = all boxes on left pass, except detectable warning
Poor (P) = any box fails other than detectable warning

See also Standard Drawings RD755 and TM458 to assess provisions not shown: (flares, inlets, pushbutton reach, alignment, etc.)

Comment:

Inspector's Signature | Date

Print name clearly | Certification No.

Company/Agency | Crew No. (ODOT)

734-5020 (10-10-2016)

Reset Entire Form | Keep Intersection, Reset Fields

http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx

ADA Ramp Inspection Form (Unique Design)

Submit by E-mail

Project Name (Section) | Construction Year | Contract No. | Highway No. | MP | Cross Street Name

UD — Ramp Style

Click here to add image (pdf)

???

UNIQUE DESIGN (UD) - take photo

- Pedestrian access route (To measure clear width)
- Detectable warning surface
- Cross slope (2.0% max.)
- Running slope (8.3% max.)
- Counter slope (5.0% max.)
- Landing area (X & Y) (2.0% max. / 4' x 4' min.)
- Gutter Flow Slope (as directed)

Calibrate smart level before each use.

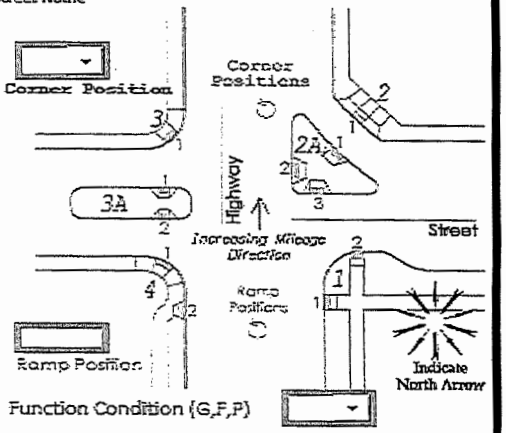
RAMP RUN 1		Pass	Fail
Running Slope 1		≤ 8.3%	> 8.3%
Curb Running Slope		≤ 8.3%	> 8.3%
Cross Slope 1		≤ 2.0%	> 2.0%
Detectable Warning	(TD, X)	(TD, X)	None
Lip Height		≤ 1/4"	> 1/4"
Gutter Flow Slope			
Counter Slope (+/-)		≤ 5.0%	> 5.0%
Slope Differential	0		

RAMP RUN 2		Pass	Fail
Running Slope 2		≤ 8.3%	> 8.3%
Cross Slope 2		≤ 2.0%	> 2.0%

RAMP RUN 3		Pass	Fail
Running Slope 3		≤ 8.3%	> 8.3%
Cross Slope 3		≤ 2.0%	> 2.0%

TURNING SPACE		Pass	Fail
Landing Width X		≥ 4'	< 4'
Landing Length Y		and	or
Landing Slope X		≤ 2.0%	> 2.0%
Landing Slope Y			

MISCELLANEOUS		Pass	Fail
Clear Width (feet)		≥ 4'	< 4'
Physical Condition (G,F,P)			
ADA Design Exception (Y,N)			
Design Ex. Control Number			



Function Condition (G,F,P)

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OR Design Exception addresses criteria that do not pass.
Fair (F) = all boxes on left pass, except detectable warning
Poor (P) = any box fails other than detectable warning

See also Standard Drawings RD755 and TM458 to assess provisions not shown: (flares, inlets, pushbutton reach, alignment, etc.)

Comment:

Inspector's Signature | Date

Print name clearly | Certification No.

Company/Agency | Crew No. (ODOT)

734-5020 (10-19-2016)

Reset Entire Form | Keep Intersection, Reset Fields

https://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms.aspx

APPENDIX B

ODOT Audible Pedestrian Signal policy, ODOT Traffic Manual, section 5.3

5.3 Audible Pedestrian Signals

Audible pedestrian signals provide information in a non-visual format such as audible tones, speech messages, and/or vibrating and tactile surfaces. If a signalized intersection presents difficulties for pedestrians who have visual disabilities, an audible pedestrian signal may be provided to augment the standard pedestrian signal.

ODOT often receives requests to install audible pedestrian signals at signalized intersections from local jurisdictions and from individuals who need the non-visual format. When the local jurisdiction has a written policy to install audible pedestrian signals on traffic signals within their jurisdiction, work with the local jurisdiction to proceed with the audible signal installation.

If the local jurisdiction does not have a written policy to install audible pedestrian signals, or the request is from an individual who needs the non-visual format, the following process shall be used.

- Document the local jurisdiction or individual user request to install the audible signal. Send a copy of this documentation to ODOT's Office of Civil Rights (OCR), Attention ADA Title II Coordinator.
- Hold an on-site meeting with the requestor to understand the issues from the requestor's perspective. Discuss this location as well as alternate locations that may be investigated as more appropriate options. Include a discussion about the user's route and learn of any other barriers to accessibility along that route.
    - Document this on-site meeting and the issues discussed. Send a copy of this meeting documentation to ODOT's office of Civil Rights, Attention ADA Title II Coordinator.
    - Often the user's route includes local jurisdiction systems as well as the state highway. When this is the case, send a copy of the meeting documentation to the local jurisdiction. Follow-up with a phone call to the local jurisdiction to discuss the audible signal request, the on-site meeting, and any required coordination to address the audible signal and any identified barriers on the user's route.
- Following the on-site meeting, perform an engineering study in response to the request as discussed in Chapter 4E of the MUTCD. The engineering study includes the following:
    - Initial request
    - Onsite meeting notes
    - Requested intersection location(s)
    - Intersection characteristics
    - Signal phasing
    - Traffic volumes
    - Posted speeds
    - Sight distance
    - Crash history
    - Neighborhood acceptance
    - Evaluation of alternative routes
    - Include alternate signalized crossing to determine if there are more desirable locations for the audible signal location.
- Consult with the local jurisdiction on the engineering study.

- When the engineering study discovers community opposition or conflicting format requests, contact Association of Oregon Centers for Independent Living (AOCIL) for input on methods to resolve this issue.
- The Region Traffic Engineer will coordinate with the OCR ADA Title II Coordinator to determine if installing the audible signal is the appropriate response to the request. Approval authority to install the audible signal, which is a traffic control device, is delegated to the Region Traffic Engineer. However, in those circumstances that the Region Traffic Engineer determines that based on the engineering study, the audible signal should not be installed, the Region Traffic Engineer and the OCR ADA Title II Coordinator will determine what other options will be used to address the request.
- Region Traffic Engineer will contact the requester and discuss the ODOT determination on the audible signal request. If the audible signal has been determined to be inappropriate for this circumstance, the Region Traffic Engineer will discuss the alternate option(s) ODOT will use to address the request. Discussion on timeframes for completion and ODOT commitments for ongoing communication by ODOT to the requestor need to be part of this discussion.

APPENDIX C

Appendix C

High Priority Locations for the purpose of Settlement Agreement Section 6

Within 1 through 6 below, priority is given to walkways that serve government offices and facilities, public transportation, places of public accommodation, places of employment and continuity of routes.

1. Missing curb ramps
2. Existing curb ramps, functionally a barrier because of any
    a. Lip > 1/2"
    b. < 3' wide
    c. < 36" x 36" turning space with cross slope >3%
    d. Ramp running slope > 9.5%
3. Missing and non-compliant curb ramps at locations where there have been wheelchair pedestrian fatalities since 2010, and locations of any future wheelchair fatalities.
4. Existing curb ramps missing truncated domes.
5. Missing and non-compliant curb ramps at cities/towns/ communities locations without public transit that have sidewalks and curb ramps.
6. Missing and non-compliant curb ramps on critical corridors recommended by AOCIL and other representatives of the disabled community.

In addition, citizen complaints or requests to address 1 and 2 above will be deemed high priority.

Below are ODOT's general priorities to address missing and non-compliant curb ramps:

A. High Priority Locations for the purpose of Settlement Agreement Section 6.
B. Special Transportation Areas (STA's) and downtown areas.
C. Urbanized areas.
D. All remaining areas within the state.

APPENDIX D

Oregon Department of Transportation

ODOT OFFICE OF CIVIL RIGHTS
CONCERN, QUESTION, COMMENT OR REQUEST

Contact Information

NAME	DATE
ADDRESS	PHONE
CITY, STATE, ZIP	EMAIL

If you are completing this form on behalf of another person:

REPRESENTATIVE NAME	RELATIONSHIP
EMAIL	PHONE

Issue Description

LOCATION OF SITE – ADDRESS, SITE NAME, OR DESCRIPTION

TOPICS COVERED – CHECK ALL THAT APPLY

☐ Curb ramp ☐ Sidewalk ☐ Parking ☐ Service Animal ☐ Transit Stop ☐ Bathroom

☐ Pushbuttons ☐ Crosswalk ☐ Audible Signal ☐ DMV ☐ Construction Work Zone

☐ Other: _____

DESCRIPTION OF CONCERN, QUESTION, COMMENT OR REQUEST – INCLUDE THE DATE IF RELATED TO A SPECIFIC INCIDENT

Resolution

DESCRIBE THE RESOLUTION YOU WOULD LIKE TO SEE

Have you submitted this information before? ☐Yes ☐No

If preferred, this form may be printed, filled out and mailed to:

ODOT Office of Civil Rights MS 31
355 Capitol St. NE
Salem, OR 97301.

Assistance is available upon request:

- Call toll-free (855) 540-6655
- E-mail ODOT_ADA@odot.state.or.us
- TTY, use 711 relay service, ask to connect to (855) 540-6655