

Misc. Contracts and Agreements No. 31201  
Cross Ref. Master Certification Agreement No. 30809

**AMENDMENT NUMBER 01**  
**LOCAL AGENCY CERTIFICATION PROGRAM**  
**Supplemental Project Agreement No. 31201**  
**SURFACE TRANSPORTATION PROGRAM - URBAN**  
**NE Columbia Blvd at MLK Jr Blvd**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **CITY OF PORTLAND**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on November 21, 2016. Said Agreement covers freight movement improvements at the intersection of NE Columbia Boulevard and NE Martin Luther King Jr. Boulevard, and sidewalk improvements along NE Martin Luther King Jr. Boulevard north to Kilpatrick Street.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to update the Project Milestone #3, Obligation (Federal Authorization) of Federal Funds for the Construction phase of the Project and update language. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

**Exhibit B, Section 6, Project Milestones, Page 12, which reads:**

6. Project Milestones: The Parties agree that the dates set forth 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

	Milestone Description	Completion Date
1	Obligation (Federal Authorization) of Federal funds for the Preliminary Engineering phase of the Project	Completed
2	Obligation (Federal Authorization) of Federal Funds for the Right of Way phase of the Project	Completed
3	Obligation (Federal Authorization) of Federal Funds for the Construction phase of the Project	11/15/16

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

6. Project Milestones: The Parties agree that the dates set forth 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

	Milestone Description	Completion Date
1	Obligation (Federal Authorization) of Federal funds for the Preliminary Engineering phase of the Project	Completed
2	Obligation (Federal Authorization) of Federal Funds for the Right of Way phase of the Project	Completed
3	Obligation (Federal Authorization) of Federal Funds for the Construction phase of the Project	6/15/17

**Exhibit B, Section 8, Project Milestones, Page 13, which reads:**

8. **Americans with Disabilities Act Compliance:**
- a. **General:** Agency agrees to comply with the Americans with Disabilities Act of 1990 ("ADA") as identified in paragraph 1 of the General Provisions section of Local Agency Certification Program Agreement No. 30890.
  - b. **ADA Design Standards and Construction Specifications:** With respect to ADA-related design standards and construction specifications, Agency agrees to comply with State's design standards and construction specifications and State's design exception documentation and approval requirements for projects on the State system or the local agency system.
  - c. **ODOT ADA Inspection Forms:** Prior to issuing Second Notification, or Agency's approved equivalent, per State Standard Specification 00180.50(g), Agency agrees to submit to State ODOT Form 734-5020 for all ramps that are constructed or updated as part of this Project. Only forms documenting compliance with State's standards will be accepted by State, unless there is a State-approved design exception on file to justify not meeting ADA standards.

ODOT Form 734-5020 is available at the following website:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstructionForms1.aspx>

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- d. Reimbursement: State will not reimburse Agency for work that does not meet the applicable ADA standards without an approved design exception regardless of whether the work is on a State-owned or an Agency-owned facility.
- e. On-going Inspection Obligation: Agency shall, at its own expense, periodically inspect the Project upon completion and throughout the useful life of the Project to ensure continuing compliance with ADA standards. This provision shall survive termination of the Agreement.

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

**8. Americans with Disabilities Act Compliance:**

- a. **General:** Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 ("ADA") as identified in paragraph 1 of the General Provisions section of Local Agency Certification Program Agreement.
- b. **ADA Design Standards, Construction Specifications, and Inspections:** Agency agrees to comply with the design and construction standards and the design exception documentation and approval requirements agreed to in the Standards section of the Local Agency Certification Program Agreement. In addition, with respect to ADA-related design standards, design exception approvals, construction specifications, and inspections, Agency agrees to comply with the following:
  - i. For project locations on or along the Oregon State Highway System (state highway), Agency shall apply ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian-activated signals, **including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form.** Agency further agrees to utilize ODOT standards to assess and ensure Project compliance with the ADA, and to document ramp inspections per subsection (c.)(i.) below. Design exceptions on State-owned facilities must be approved by State. For project locations on or along State-owned portions of the National Highway System ("NHS") design exceptions must be approved by State and/or FHWA.
  - ii. For project locations not on a state highway, including locally-owned portions of the NHS, Agency shall apply its own ADA-compliant design standards, construction specifications, design exception documentation and approval process, and inspection documentation process, as approved by State and/or FHWA for use on federally funded projects.



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- c. **ADA Inspection Forms:** Prior to issuing the Second Notification, per Oregon Standard Specification 00180.50(g) or Agency's approved equivalent, Agency agrees to submit to State the following:
  - i. For all curb ramps designed, constructed, upgraded, or modified for this Project on or along a state highway, submit ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liaison. The completed form is the required documentation from Agency that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:  
  
<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstructionForms1.aspx>
  - ii. For all curb ramps not located on or along a state highway, Agency shall complete and keep on file an ODOT- and FHWA-approved ADA curb ramp inspection form (or other approved document) to show that each Project curb ramp meets Agency's curb ramp standards and is ADA compliant or conforms to Agency's approved ADA design exception.
- d. **Reimbursement:** State will not reimburse Agency for work that does not meet the applicable ODOT or Agency standards set forth in subsections (a) through (c) above without an approved design exception regardless of whether the work is on a State-owned or Agency-owned facility.
- e. **On-going Maintenance and Inspection Obligation:** Agency shall, at its own expense, maintain and periodically inspect any Project sidewalks, curb ramps, and pedestrian-activated signals on portions of the Project **under Agency's maintenance jurisdiction** upon Project completion and throughout the useful life of the Project to ensure continuing compliance with the ADA. This provision shall survive termination of the Agreement.

**Insert new Terms of Agreement, Paragraph 43 and 44, to read as follows:**

- 43. Agency shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State and Agency shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.

**Insert new Exhibit C, Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting, as attached:**

- 44. By signing this Federal-Aid Agreement Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010->

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22705.pdf and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, Agency received more than 80% of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Agency shall report the total compensation and names of its top five executives to State. Agency shall report said information to State within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "C".

2. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
3. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**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 #13502) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently approved by amendment to the STIP).

**SIGNATURE PAGE TO FOLLOW**

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**CITY OF PORTLAND**, by and through  
its elected officials

By \_\_\_\_\_  
Commissioner

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**

Winston Sandino  
Project Manager  
1120 SW 5<sup>th</sup> Avenue, Room 800  
Portland, OR 97204  
(503) 823-5767  
[winston.sandino@portlandoregon.gov](mailto:winston.sandino@portlandoregon.gov)

**STATE OF OREGON**, 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 \_\_\_\_\_  
Assistant Attorney General

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

**State Contact:**

Justin Bernt  
Local Agency Liaison  
123 NW Flanders Street  
Portland, OR 97209  
(503) 731-3016  
[justin.j.bernt@odot.state.or.us](mailto:justin.j.bernt@odot.state.or.us)

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Exhibit C  
**Federal Funding Accountability and Transparency Act (FFATA)**  
**Subaward Reporting**

(For purposes of this Exhibit, references to "your organization" shall mean "Agency" and references to "ODOT" shall mean "State.")  
The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

**Legal entity name:** \_\_\_\_\_

**Data Universal Number System (DUNS) number:** \_\_\_\_\_

**Executive compensation**

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

- a. In your organization's previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)

☐ Yes ☐ No If "yes," proceed to b. If "no," no further action is required and submittal of this form is not required.

- b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ No If "yes," provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.

Provide link here:

If "no," provide compensation information below.

**Names and annual compensation amounts of the five most highly compensated executives:**

1.		\$
2.		\$
3.		\$
4.		\$
5.		\$

Business entity contact information (person completing form):

Type name	Title	Date
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Return completed form to: Jeff Flowers, Program and Funding Services Manager; Oregon Department of Transportation; 555 13<sup>th</sup> Street NE; Salem, OR 97301; [Jeffrey.A.FLOWERS@odot.state.or.us](mailto:Jeffrey.A.FLOWERS@odot.state.or.us)



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Agreement No. 31817

**Background on FFATA requirements**

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov).

**Definition of compensation**

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

**If you have any questions, contact:**

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Program and Funding Services Manager  
Oregon Department of Transportation  
555 13th Street NE  
Salem, OR 97301  
[Jeffrey.A.FLOWERS@odot.state.or.us](mailto:Jeffrey.A.FLOWERS@odot.state.or.us)  
Telephone: 503-986-4453