

EXHIBIT A

Misc. Contracts and Agreements
No. 31025

**AMENDMENT NUMBER 01
LOCAL AGENCY CERTIFICATION PROGRAM
SUPPLEMENTAL PROJECT AGREEMENT
NE Columbia Blvd: Cully Blvd. & Alderwood Rd.
City of Portland**

This is Amendment No. 1 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 3, 2016.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to correct the finance provisions.

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

2. **Amendment to Agreement.**

a. **TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:**

The Project shall be conducted as a part of the Multimodal Transportation Enhance Program (MTEP) with funds provided under Title 23, United States Code and may include a combination of federal and state funds. Funding for this project comes from funds awarded to the Port of Portland under agreement 31024 and is subject to the terms of that Agreement. The Total Project cost is estimated at \$5,527,534, which is subject to change. MTEP federal and state funding for this Project shall be limited to \$4,959,856. All remaining costs, including the 10.27 percent match for all MTEP eligible costs, any non-participating costs, and all costs in excess of the available federal or state funds are addressed in a separate agreement (No. 31024) between State and the Port of Portland and a separate agreement between Agency and the Port of Portland. Agency agrees to allow State to review and comment on the agreement between Agency and the Port of Portland prior to the execution of this Agreement to insure that it is executed prior to the start of any work on this Project.

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

The Project shall be conducted as a part of the Multimodal Transportation Enhance Program (MTEP) with funds provided under Title 23, United States Code and may include a combination of federal and state funds. Funding for this project comes from funds awarded to the Port of Portland under agreement 31024 and is subject to the terms of that Agreement. The Total Project cost is estimated at \$5,058,349, which is subject to change. MTEP federal and state funding for this Project shall be limited to \$4,538,856. All remaining costs, including the 10.27 percent match for all MTEP eligible costs, any non-participating costs, and all costs in excess of the available federal or

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state funds are addressed in a separate agreement (No. 31024) between State and the Port of Portland and a separate agreement between Agency and the Port of Portland. Agency agrees to allow State to review and comment on the agreement between Agency and the Port of Portland prior to the execution of this Agreement to insure that it is executed prior to the start of any work on this Project.

b. Table 1: Project Milestones – Construction Project in Exhibit A page 11, which reads:

	Milestone Description	Completion Date
1	Obligation (Federal Authorization) of federal funds for the preliminary engineering phase of Project	08/2016
2	Obligation (Federal Authorization) of federal funds for the right of way phase of the Project	08/2017
3	Obligation (Federal Authorization) of federal funds for the construction phase of Project	08/2018

Shall be deleted in its entirety and replaced with the following Revised Table 1: Project Milestones – Construction Project:

	Milestone Description	Completion Date
1	Obligation (Federal Authorization) of federal funds for the preliminary engineering phase of Project	06/2017
2	Obligation (Federal Authorization) of federal funds for the right of way phase of the Project	08/2017
3	Obligation (Federal Authorization) of federal funds for the construction phase of Project	08/2019

c. TERMS OF AGREEMENT, Paragraph 7a and 7b, page 3, which reads:

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.

The indirect cost rate for this project at the time the agreement is written 79.27% and may change upon notice to State and ODOT's subsequent written approval. Agency may have other indirect cost rates for departments and or disciplines that have been approved for use by their cognizant agency and ODOT and these rates may be used on the Project, as applicable.

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Shall be deleted in its entirety and replaced with the following as TERMS OF AGREEMENT 8 and 9:

d. TERMS OF AGREEMENT, Paragraphs 8 through 28 shall be hereinafter re-numbered as Paragraphs 10 through 30.

e. Insert new TERMS OF AGREEMENT, Paragraph 31 to 33, to read as follows:

31. 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.

32. 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/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, Agency received more than eighty (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 fourteen (14) calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "C".

33. 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's Certification Program Agreement, and to utilize ODOT standards to assess and ensure Project compliance with the ADA.
- b. **ADA Design Standards and Construction Specifications:** Agency agrees to comply with ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian activated signals on both the Oregon State Highway System (state highway) and on the local agency system, **including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT**

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Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form.

- i. **ADA Inspection Forms:** Prior to issuing the Second Notification pursuant to Oregon Standard Specification 00180.50(g), or Agency's approved equivalent, Agency agrees to submit an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liason for each curb ramp designed, constructed, upgraded, or modified for this Project. The completed form is the required documentation from Agency showing that each curb ramp meets ODOT standards and is ADA compliant.

ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:

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

- ii. Agency shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.
 - c. **Reimbursement:** Unless Agency has an approved design exception, State will only reimburse Agency for work that meets the applicable ODOT standards, regardless of whether the work is on a State-owned or an Agency-owned facility.
 - d. **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.
- f. Insert new Exhibit C, Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting**
- 3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
 - 4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

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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 #18837) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently approved by amendment to the STIP).

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CITY OF PORTLAND, by and through
its elected officials

By _____

Date _____

By _____

Date _____

LEGAL APPROVAL

By _____

Agency Counsel

Date _____

Agency Contact:

Dan Layden
Capital Program Manager
1120 SW 5th Ave. Rm 800
Portland, OR 97204
503-823-2804
Dan.layden@portlandoregon.gov

State Contact:

Kelly Brooks
Region 1 Policy & Development
Manager
123 NW Flanders Street
Portland, OR 97209
503-731-3087
Kelly.brooks@odot.state.or.us

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: _____