

Misc. Contracts and Agreements No. 30517  
Cross Ref. Master Certification Agreement 30890

**AMENDMENT NUMBER 01**  
**LOCAL AGENCY CERTIFICATION PROGRAM**  
**Supplemental Project Agreement No. 30517**  
**N/NE Columbia Blvd Traffic/Transit Signal Upgrade**

This is Amendment Number 01 to the Supplemental Project Agreement ("Agreement") between the State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as "State," and the City of Portland, acting by and through its elected officials, hereinafter referred to as "Agency," both collectively hereinafter referred to as the "Parties." The Parties entered into the Agreement on March 10, 2016.

It has now been determined by State and Agency that the Agreement shall be amended to include a milestone and change request process exhibit and to clarify Agency's obligations under the Americans with Disabilities Act of 1990.

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. **Insert new EXHIBIT C, attached hereto and by this reference made a part hereof.**
  - b. **Insert new EXHIBIT D, attached hereto and by this reference made a part hereof.**
  - c. **TERMS OF AGREEMENT, Paragraphs 2 and 3, which read:**
    2. The total estimated cost of the Project is \$557,227.00 which is subject to change.
    3. The Project shall be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. STP Urban (STP-U) funds for this Project shall be estimated at \$500,000. The Project will be financed with STP-U funds at the maximum allowable federal participating amount, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.

**Are deleted in their entirety and replaced with the following:**

2. The total estimated Project cost is \$1,225,899, which is subject to change. Federal funds for the Project are limited to \$1,100,000. Agency is responsible for all remaining costs, including the 10.27 percent match for all eligible costs, any non-participating costs, and all costs in excess of the federal or state funds. Any unused federal or state funds will be retained by State and will not be available for use by Agency for this Project or any other projects. Agency will report the

final cost of each phase of the Project at the completion of each phase, as well as the total Project cost at the end of the Project, to the State Local Agency Liaison.

3. Federal funds under this Agreement are provided under Title 23, United States Code.

**d. TERMS OF AGREEMENT, Paragraph 32, which reads:**

32. State's Project Liaison for the Agreement is Bret Richards, Local Agency Liaison, 123 NW Flanders St., Portland, OR 97209, (503) 731-8288, [bret.n.richards@odot.state.or.us](mailto:bret.n.richards@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**Is deleted in its entirety and replaced with the following:**

32. State's Project Liaison for the Agreement is 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), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**e. TERMS OF AGREEMENT, insert new Paragraph 34 through 37, to read as follows:**

34. The Parties agree to the milestones, terms, and conditions set forth in Exhibit C, attached hereto and by this reference made a part hereof.

35. 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.
- 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/HwyConstForms1.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. State inspection: 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 the a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.
- e. Reimbursement: Unless Agency has an approved design exception, State will only reimburse Agency for work that meets the applicable ODOT standards as set forth in subsections (a) through (c) above, regardless of whether the work is on a State-owned or an Agency-owned facility.
  - f. 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.
36. 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 387.17(a) and (b), which are incorporated by reference. Agency shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
37. By signing this 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 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 "D".
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.

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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.

**Signature Page to Follow**

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**THE PARTIES**, by execution of this Amendment, hereby acknowledge that their signing representatives have read this Amendment, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #18308), which was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

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

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM

By Mary Hines

Agency Counsel  
CITY ATTORNEY

Date 12/7/17

**Agency Contact:**

Willie Rotich, ITS Engineer  
1120 SW 5<sup>th</sup> Avenue, Rm. 800  
Portland, OR 97209  
(503) 823-7679  
willie.rotich@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

**EXHIBIT C  
PROJECT MILESTONES AND SCHEDULES**

**Project Cost Estimate, Reporting Obligations, and Project Change Request  
Process**

**Agreement No. 30517**

**Key No. 18308**

1. **Plan Review:** Agency shall submit to State 30%, 60%, 90%, and 100% plans for State's review and comment.
2. **Project Management Plans** – Prior to authorizing funds, State will work with Agency to establish Project charters and management plans that set forth in more detail the roles and responsibilities of the Parties set forth in this Agreement throughout each phase of the Project.
3. **Project Change Request (PCR):** Agency must submit a PCR to State in the event that (i) any Project Milestone is delayed more than ninety (90) days; (ii) a Statewide Transportation Improvement Program ("STIP") amendment is required; or (iii) there is any change to the scope of work or budget of the Project.

Agency must submit all PCRs using PCR Form 734-2936, incorporated by reference and made a part of this agreement. Agency shall submit the PCR form no later than thirty (30) days after the need for change becomes known to Agency. The PCR shall explain what change is being requested, the reasons for the change, and any efforts to mitigate the change. A PCR may be rejected at the discretion of State.

The PCR form and instructions are available at the following website:

[http://www.oregon.gov/ODOT/TD/AT/Pages/Forms\\_Applications.aspx](http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx)

4. **Monthly Progress Report (MPR):** Agency shall submit an MPR each month to State's project liaison. Agency shall use MPR Form 734-2935, incorporated by reference and made a part of this agreement. Each MPR is due by the fifth day of each month, starting the first month after execution of this Agreement and continuing through the first month after State issues Project Acceptance (Second Notification) for the Project's construction contract.

The MPR form and instructions are available at the following website:

[http://www.oregon.gov/ODOT/TD/AT/Pages/Forms\\_Applications.aspx](http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx)

5. **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.

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**Table 1: Project Milestones**

	<b>Milestone Description</b>	<b>Completion Date</b>
1	Obligation (Federal Authorization) of Federal funds for the Preliminary Engineering phase of the Project	7/30/18
2	Obligation (Federal Authorization) of Federal for the Construction phase of the Project	4/30/19

6. **Second Notification:** Agency shall issue Second Notification, or Agency equivalent, upon completion of on-site work. Agency shall report the anticipated and actual date for issuance of Second Notification in the MPRs described in Paragraph 4 above.
7. **Quality Assurance Testing:** Agency is responsible for all quality assurance testing on this Project and must comply with the provisions of section 4(D) of State's Manual of Field Testing Procedures.
8. **Consequences of Non-Performance:** if Agency fails to fulfill its obligations in paragraphs 1 through 7 above, does not assist in advancing the Project, or does not perform the tasks for which it is responsible under the Project Milestones, State's course of action through the duration of Agency's default may include: (a) restricting Agency consideration for future funds awarded through Active Transportation Section-managed funding programs; (b) withdrawing unused Project funds; and (c) terminating this Agreement as stated in the Terms of Agreement, Paragraphs 24(a) and 24(b). State may also choose to invoice Agency for expenses incurred by State for staff time to assist in completion of the Final Project documentation and issuance of Third Notification.