

Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM- Without State Impact
Supplemental Project Agreement No. 25,001
Sandy Boulevard Safety Improvements

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and the CITY OF PORTLAND acting by and through its elected officials, hereinafter referred to as "Agency", hereinafter individually referred to as the "Party" or collectively referred to as the "Parties."

RECITALS

1. By the authority granted in Local Agency Certification Program Agreement No. 21,492 incorporated herein and by this reference made a part hereof, State may enter into this Supplemental Project Agreement with Agency for the performance of work on this improvement Project. The Certification Program allows State to certify a Local Agency's procedures and delegates authority to the certified Local Agency to administer federal-aid projects that are not on the National Highway System.
2. NE 37th Ave to NE 43rd Ave and the six-legged intersection consisting of NE Sandy Blvd, NE 57th Ave and NE Alameda Street are a part of the Agency's city street system under the jurisdiction and control of Agency.
3. The Project in this Supplemental Project Agreement is one of the required test projects that constitute conditional certification described in Local Agency Certification Program (Certification Program) Agreement No. 21,492.

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

TERMS OF AGREEMENT

1. Under such authority, Agency agrees to upgrade the existing 8" traffic signals with 12" signal heads with backboards and mast arms; install vehicular loop detection; upgrade the signing and striping, especially at the 37th and 39th Ave approaches, with overhead signs for advance lane control and management of the turning movements, hereinafter referred to as "Project". The location of the Project is shown on the sketch map attached hereto, marked "Exhibit A", and by this reference made a part hereof.
2. The total estimated cost of the Project is \$748,000, which is subject to change.

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3. The Project shall be conducted as a part of the Hazard Elimination System Program under Title 23, United States Code. HEP funds for this Project shall be limited to \$689,806. The Project will be financed with HEP funds at the maximum allowable federal participating amount, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.
4. Agency has deposited the match for preliminary engineering in the Local Government Investment Pool or has provided an advance deposit. Agency shall make all payments for construction at one-hundred (100) percent. State shall reimburse Agency invoices at the pro-rated federal share. All costs beyond the federal reimbursement and any non-participating costs will be the responsibility of the Agency. State shall perform work in the estimated amount of \$7,500. State shall send monthly invoices to Agency's Project Manager. Agency understands that State's costs are estimates only and agrees to reimburse State for the actual amount expended.
5. Agency shall select consultants, design, advertise, bid, award the construction contract, and construction administration. Agency understands that this Project is a test project and agrees to comply with all of the terms and conditions found in Certification Program Agreement No. 21,492.
6. The federal funding for this Project is contingent upon approval by the FHWA. Any work performed prior to acceptance by FHWA will be considered nonparticipating and paid for at Agency expense. State's Regional Local Agency Liaison or designee will provide Agency with a written notice to proceed when FHWA approval has been secured and funds are available for expenditure on this Project. The Catalog of Federal Domestic Assistance (CFDA) title and number for this project are Highway Planning and Construction, 20.205.
7. State considers Agency a subrecipient of the federal funds under this Agreement.
8. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
9. This Agreement is subject to the terms and provisions of the Local Agency Certification Program Agreement No. 21,492.
10. This Agreement shall supersede and replace Agreement No. 23,065 in its entirety. Agreement No. 23,065 is terminated upon execution of this Agreement. Bills for preliminary engineering work incurred prior to the replacement of Agreement No. 23,065 can be invoiced by Agency and paid for by State under this Agreement.

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11. This Agreement may be terminated by mutual written consent of both Parties.
12. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Enhancement Funds until State receives full reimbursement of the costs incurred.
13. Agency shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation and/or service demand. State and Agency Agree that the useful life of this Project is defined as twenty (20) years.
14. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within 10 days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
15. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
16. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires State to return funds to the

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

17. This Agreement and the Local Agency Certification Program (Certification Program) Agreement No. 21,492, and all and the attached exhibits constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
18. State's Project Liaison for the Agreement is Mark Foster, Local Agency Liaison, 123 NW Flanders, Portland, OR 97209, 503-731-8288, or by an individual designated by the State's Region 1 Manager in the event of the unavailability of the aforementioned individual.
19. Agency's Project Liaison for this Agreement is Tod Rosinbum, Senior Engineer, 1120 SW 5th Ave., Suite 800, Portland, OR 97204, 503-823-5573, or an individual designated by the Agency in the event of the unavailability of the aforementioned individual.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Project was approved by the Oregon Transportation Commission on November 14, 2007 as part of the 2008 - 2011 Statewide Transportation Improvement Program, Key No.12150

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

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On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program or in other system plans approved by the Oregon Transportation Commission such as the Oregon Traffic Safety Performance Plan, or in a line item in the biennial budget approved by the Director.

CITY OF PORTLAND, acting by and through
its elected officials

By _____
Mayor

Date _____

By _____
Auditor

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
City Attorney

Date _____

Agency Contact:

City of Portland
Tod Rosinbum
1120 SW Fifth Ave., Rm 800
Portland, OR 97204
503. 823-5573
Tod.Rosinbum@pdxtrans.org

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

By _____
Deputy Director, Highways

Date _____

APPROVAL RECOMMENDED

By _____
Martin E. Andersen, PE, Local Government
Section Manager

Date _____

By _____
Region 1 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

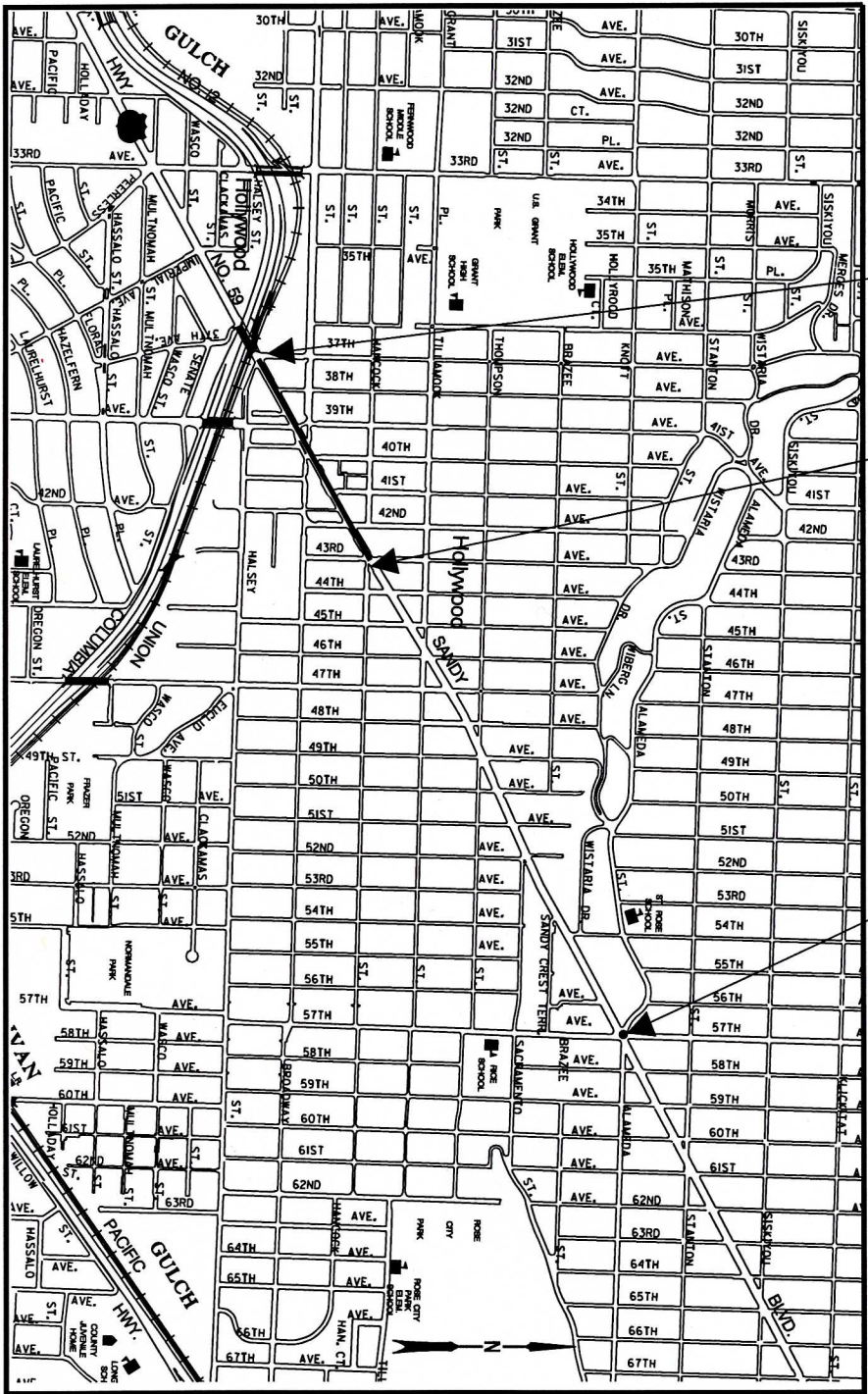
By _____
Assistant Attorney General

Date: _____

State Contact:

Oregon Dept. of Transportation
Mark Foster, Local Agency Liaison
123 NW Flanders Street
Portland, OR 97209
503-731-8288
mark.a.foster@odot.state.or.us

EXHIBIT "A"



VICINITY MAP
NE SANDY BLVD @ NE 57TH AVENUE (SITE 1)
NE SANDY BLVD BETWEEN NE 37TH AND 43RD AVENUES (SITE 2)
(PORTLAND) SEC.