

Misc. Contracts and Agreements
Agreement No. 26760

AMENDMENT NO. 1
LOCAL AGENCY AGREEMENT
American Recovery and Reinvestment Act of 2009
Union Station Restoration, Phase IIb

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 "City", entered into Local Agency Agreement No. 26760 on August 12, 2010. Said Agreement covers replacing roof and repairing and replacing eaves, gutters, and downspouts, and perform limited seismic upgrades of the Union Station facility.

It has now been determined by State and City that the Agreement referenced above, shall be amended to increase the scope and budget. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

TERMS OF AGREEMENT, Paragraph 1, Page 2, which reads:

1. The City shall replace roofing, repair and replace eaves, gutters, and downspouts, and perform limited seismic upgrades of the Union Station facility hereinafter referred to as "Project" described in the Statement of Work attached hereto, marked as "Exhibit A" and by this reference made a part hereof. ARRA funds will be used for roof repair and replacement, repair and replacement of eaves, gutters and downspouts, and seismic upgrades at the roof level, to areas identified as "Current Phase IIB" on the attached combined roof plan, marked "Exhibit B" and by this reference made a part hereof. ARRA funds will also be used for window and door repair and replacement around the full exterior of the building, and limited additional seismic upgrades as described in Exhibit A.

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

1. The City shall replace roofing, repair and replace eaves, gutters, and downspouts, and perform limited seismic upgrades of the Union Station facility hereinafter referred to as "Project" described in the Statement of Work attached hereto, marked as "Revised Exhibit A" and by this reference made a part hereof. ARRA funds will be used for roof repair and replacement, repair and replacement of eaves, gutters and downspouts, and seismic upgrades at the roof level, to areas identified as "Current Phase IIB" on the attached combined roof plan, marked "Exhibit B" and by this reference made a part hereof. ARRA funds will also be used for window and door repair and replacement around the full exterior of both the Main Building and the Annex; repair of all window awnings on the Main Building; asbestos abatement, insulation of wood floors above

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crawlspace, insulation of steam and condensate pipes, and repairs of utility pipes in the crawlspace of the Main Building; and limited additional seismic upgrades as described in Revised Exhibit A.

TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:

2. The total Project cost is estimated at \$5,900,000. The Project estimate is subject to change. A portion of the Project shall be conducted as a part of the American Recovery and Reinvestment Act (ARRA) and the Passenger Rail Investment and Improvement Act of 2008 (PRIIA) being administered by the Federal Railroad Administration (FRA). The ARRA funds are limited to a maximum of \$5,900,000. City will not be required to provide a match for the ARRA funds but will be responsible for any non-participating costs, (Project costs not eligible for federal reimbursement), including all costs in excess of the ARRA funds. Non-participating costs are those costs that will not be eligible for federal reimbursement. City shall be responsible for any costs for work City chooses to add that are outside the scope of work determined for the Project.

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

2. The total Project cost is estimated at \$7,246,507. The Project estimate is subject to change. A portion of the Project shall be conducted as a part of the American Recovery and Reinvestment Act (ARRA) and the Passenger Rail Investment and Improvement Act of 2008 (PRIIA) being administered by the Federal Railroad Administration (FRA). The ARRA funds are limited to a maximum of \$7,240,583. City will not be required to provide a match for the ARRA funds but will be responsible for \$5,924 and any non-participating costs, (Project costs not eligible for federal reimbursement), including all costs in excess of the ARRA funds. Non-participating costs are those costs that will not be eligible for federal reimbursement. City shall be responsible for any costs for work City chooses to add that are outside the scope of work determined for the Project.

TERMS OF AGREEMENT, Paragraph 3, Page 2, which reads:

3. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment or September 30, 2030. No ARRA funded invoices will be accepted and no ARRA funded payments will be made after September 30, 2012.

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

3. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment or September 30, 2030. No ARRA funded invoices will be accepted and no ARRA funded payments will be made after June 30, 2013.

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STATE OBLIGATIONS, Paragraph 3, Page 4, which reads:

3. Upon receiving an invoice from City, State shall reimburse City on the basis of actual costs incurred by City in connection with the Project based on funds available to the State from the FRA. The total reimbursable cost by City for work to be performed by or at the direction of City on Project is not to exceed \$5,900,000. Project costs in excess of \$5,900,000 are the responsibility of City. Ten percent retainage may be withheld by State pending a final inspection and acceptance of the work and final audit. State shall not be responsible for any costs not covered by FRA.

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

3. Upon receiving an invoice from City, State shall reimburse City on the basis of actual costs incurred by City in connection with the Project based on funds available to the State from the FRA. The total reimbursable cost by City for work to be performed by or at the direction of City on Project is not to exceed \$7,240,583. Project costs in excess of \$7,240,583 are the responsibility of City. Ten percent retainage may be withheld by State pending a final inspection and acceptance of the work and final audit. State shall not be responsible for any costs not covered by FRA.

CITY OBLIGATIONS, Paragraph 2, Page 5, which reads:

2. It is understood that the State shall reimburse City on the basis of actual costs incurred by City up to and not to exceed \$5,900,000 in connection with the construction of said Project. City shall present properly certified invoices for 100 percent of actual costs incurred by City on behalf of Project directly to State's Rail Division, Fiscal Coordinator for payment. Such invoices shall be in a form acceptable to State and documented in such a manner as to be easily verified. Invoices shall be presented for periods of not less than a one-month duration and be based on actual costs to date. City's actual costs eligible for federal-aid participation shall be those allowable under the ARRA provisions. A final invoice, containing an itemization of all Project costs incurred and claimed, shall be submitted to State within six (6) months from date that final costs were incurred. Retention of up to 10 percent of the value of this Agreement may be withheld pending final audit. Project costs above the not to exceed amount are the responsibility of City.

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

2. It is understood that the State shall reimburse City on the basis of actual costs incurred by City up to and not to exceed \$7,240,583 in connection with the construction of said Project. City shall present properly certified invoices for 100 percent of actual costs incurred by City on behalf of Project directly to State's Rail Division, Fiscal Coordinator for payment. Such invoices shall be in a form acceptable to State and documented in such a manner as to be easily verified. Invoices shall be presented for periods of not less

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than a one-month duration and be based on actual costs to date. City's actual costs eligible for federal-aid participation shall be those allowable under the ARRA provisions. A final invoice, containing an itemization of all Project costs incurred and claimed, shall be submitted to State within six (6) months from date that final costs were incurred. Retention of up to 10 percent of the value of this Agreement may be withheld pending final audit. Project costs above the not to exceed amount are the responsibility of City.

CITY OBLIGATIONS, Paragraph 10, Page 6, which reads:

10. City's Project Manager for this Project is Jim Coker, Supervising Project Manager, Office of Management and Finance, Facilities Services, 1120 SW 5th Avenue, Room 1204, Portland OR 97204, (503)-823-5348, jcoker@ci.portland.or.us, or assigned designee upon individuals absence.

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

10. City's Project Manager for this Project is Marina Cresswell, Project Manager, Office of Management and Finance, Facilities Services, 1120 SW 5th Avenue, Room 1204, Portland OR 97204, (503) 823-6940, marina.cresswell@portlandoregon.gov, or assigned designee upon individual's absence.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

This Project is amended into the 2008-2011 Statewide Transportation Improvement Program, Key No. **15484** that was approved by the Oregon Transportation Commission on November 14, 2007 or will subsequently be approved by amendment to the STIP.

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City of Portland, by and through its
elected officials

By _____
Mayor

Date _____

By _____
City Auditor

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

APPROVED AS TO FORM

By _____
City Counselor

Date _____

City Contact:

Marina Cresswell, Project Manager
Office of Management and Finance
Facilities Services
1120 SW 5th Ave., Room 1204
Portland, OR 97204
Phone: 503-823-6940
marina.cresswell@portlandoregon.gov

STATE OF OREGON, by and through
its Department of Transportation

By _____
Interim Rail Division Administrator

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

State Contact:

Joseph Denhof
State Rail Division
555 13th St. NE STE 3
Salem, Oregon 97301
Phone: 503-986-4169
joseph.m.denhof@odot.state.or.us

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REVISED EXHIBIT A
STATEMENT OF WORK

Background

1. The Portland Development Commission (PDC) acquired Union Station in 1987 from the Portland Terminal Railroad Company. The City of Portland Office of Management and Finance (OMF) manages the station on PDC's behalf. In 2001, Degenkolb Engineers prepared The Union Station Facility Assessment and Seismic Work Plan, which identified a range of needed facility improvements. In 2007, PDC in consultation with OMF and Architectural Cost Consultants, updated the cost estimates associated with the recommended improvements and identified the timing of the improvements as either critical, near critical, or long term.
2. The Project will address the most critical repairs including roof replacement of roof sections older than thirty (30) years; repair or replacement of associated gutters, downspouts, and eaves; repair of windows and doors at both the Main Building and the Annex; repair of exterior sandstone and cement plaster walls at both the Main Building and the Annex; addition of insulation throughout the attic of the Main Building; seismic structural upgrades at the Main Building, including anchors between roof and walls, addition of shear walls at Baggage Handling and Shop areas, and addition of seismic wall cores at Main Concourse exterior walls; asbestos abatement, insulation of wood floors above crawlspace, insulation of steam and condensate pipes, and repairs of utility pipes in the crawlspace of the Main Building; and repair of the window awnings at the Main Building. City shall ensure the Project is constructed as described in this Agreement.

Specific Final Design elements include:

Main Building Crawlspace: Insulation and Asbestos Abatement

1. Issue Architect's Supplemental Instruction (ASI) specifying pipe insulation for existing steam and condensate piping.
2. Issue ASI revising specification section 07 20 00 Thermal Protection to include location and type specification of batt insulation at wood floors above crawlspace.
3. Perform construction administration.

Annex: Exterior Envelope

1. Update existing base drawings of Annex.
2. Perform detailed field survey to further identify locations of specific repair types. Initial preliminary survey was previously completed, and repair types have already been defined in Preliminary Engineering documents.

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3. Document survey findings on Annex base drawings and issue ASI with survey findings.
4. Perform construction administration.

Main Building Awnings

1. Issue ASI specifying fabric for replacement awnings.
2. Prepare response to contractor's Request For Information (RFI) confirming window numbers of windows with awnings for fabric replacement and mechanism repair.
3. Prepare response to contractor's RFI confirming specific necessary repairs to awning mechanism that allows awnings to be raised and lowered.
4. Perform construction administration.

Specific Construction elements include:

Mobilization

Project-wide mobilization of equipment, labor and materials, specific to Phase IIb.

Temporary Facilities and Controls

Temporary contractor facilities for Project administration, specific to Phase IIb.

Selective Demolition and Salvage

Demolition, salvage, and/or disposal of items to be replaced or salvaged as noted below.

Concrete

1. Add shear wall at Baggage Handling area.
2. Add shotcrete and structural bracing to create shear strength at east and west walls of North Shop.

Exterior Masonry

1. Repair all Main Building exterior wall surfaces.
2. Add seismic wall cores at rounded west wall of main concourse and east wall of main concourse.
3. Repair all Annex exterior masonry wall surfaces.

Structural Steel Framing

1. Stabilize marble veneer at covered windows on either side of main concourse rounded wall.

Rough Carpentry

1. Add parapet bracing at low membrane roof above Wilf's apse.

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2. Repair as needed any roof rafters showing structural damage, at roof areas being replaced under Phase IIb, as shown on the Roof Diagram in Exhibit B.
3. Replace ridge board at high roof above Wilf's Restaurant.
4. Add wall/floor seismic anchors at roof/wall connections where roof is being replaced, at roof areas being replaced under Phase IIb, as shown on the Roof Diagram in Exhibit B.
5. Strengthen roof level diaphragm at all sections where roof is being replaced, at roof areas being replaced under Phase IIb, as shown on the Roof Diagram in Exhibit B.

Building Insulation

1. Add insulation (rigid, batt and blown-in cellulose) at ceiling/attic, under roof areas being replaced under Phase IIb, as shown on the Roof Diagram in Exhibit B.
2. Add batt insulation at wood floors above Main Building crawlspace.

Metal Roof Tiles

1. Remove and repair/replace metal roof as noted specific to Phase IIb on the Roof Diagram in Exhibit B.
2. Remove and repair/replace metal roof tiles at low roofs above Shop and above Wilf's Restaurant.
3. Remove existing non-historic roof vents and replace with invisible vents built in to ridge caps, at roof areas being replaced under Phase IIb as shown on the Roof Diagram in Exhibit B.

PVC Roofing

1. Remove and replace flat roof membrane above Wilf's apse-shaped bar area.
2. Remove and reinstall HVAC equipment at low membrane roof above Wilf's apse.
3. Remove and replace flat roof membrane at high roof between main concourse and clock tower.

Flashing and Sheet Metal

1. Repair or replace all gutters, fascia, soffits and downspouts at roof areas being replaced under Phase IIb as shown on the Roof Diagram in Exhibit B.
2. Repair sheet metal and add vent grilles at sides of small dormers at roof areas being replaced under Phase IIb as shown on the Roof Diagram in Exhibit B.

Standing Seam Metal Roof

Remove and replace standing seam metal roof at low roofs above Shop above Wilf's Restaurant and at passenger waiting area in main concourse.

Roof Accessories

Remove and replace access ladder and hatch at high membrane roof between main concourse and clock tower.

Joint Sealants

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Caulking and sealants specific to Phase IIb as shown on the Roof Diagram in Exhibit B.

Wood and Metal Doors

Repair all Main Building and Annex exterior doors. Replace selected Main Building and Annex contemporary doors with historic reproduction doors as appropriate.

Wood Windows

1. Repair all Main Building windows and re-paint all window elements as needed.
2. Repair all Annex exterior windows.

Finishes

1. Repair and re-paint all cement plaster base at Main Building exterior walls.
2. Paint all Annex wood windows, downspouts, cornice/fascia/soffit, and painted masonry elements.

Asbestos Abatement

Asbestos abatement/encapsulation throughout Main Building crawlspace.

Awnings

1. Replace all Main Building fabric awnings with historically-accurate fabric, matching existing pattern and locations.
2. Repair Main Building awning mechanisms per historic functioning.

Plumbing

1. Repair any leaks in the plumbing in the Main Building crawlspace. Re-pipe domestic water lines and remove any abandoned lines in the Main Building crawlspace. Perform any necessary hanger, pipe or plumbing accessory replacements.
2. Re-insulate all under floor steam and condensate piping in Main Building crawlspace.

City will perform, or cause to be performed, Construction Management (CM) services including the following: coordination, scheduling, administration, inspection, materials testing, and on-call construction staking for the Project. CM, scheduling, and administration services to be provided include all construction activities undertaken by outside entities in connection with the Project, as well as the monitoring and implementation of all permits, and agreement provisions associated with the Project. City will ensure labor compliance, including labor interviews and verifying certified payrolls, and subcontractor utilization.

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PROJECT SCHEDULE

Schedule of Work:

The period of performance for the above work shall be 37 months beginning June 1, 2010 and ending June 30, 2013.

Task 1: Final Design

1. Proposed start date is September 2011
2. Proposed end date is December 2011

Task 2: Construction

1. Proposed start date is June 2010
2. Proposed end date is July 2012

DELIVERABLES

City shall achieve these deliverables in order to be authorized for funding of Project components, and for the Project to be considered to be complete.

Task 1. Final Design

Deliverable 1.1

FD PS&E packages for all Project packages (100% design)

November 2011

Task 2. Construction

Deliverable 2.1 Project Construction July 2012

Deliverable 2.2

Final Project report combining all items necessary for closeout including completed as-built drawings March 2013

At the completion of the Project, City will provide ODOT with a project summary report, which will include:

1. Photographs and descriptions of the original Project site; and
2. Photographs and descriptions of the improvements undertaken, as completed, per the terms of the SOW including a project benefit summary.

City, ODOT, and FRA will then inspect the Project site before deeming the Project complete.

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PROJECT ADMINISTRATION

1. City will provide and maintain project receipts and documents as required by ODOT. As a condition of payment, City will obtain written proof of materials, payrolls, work, or documents as necessary during the project period from contractors and consultants. These will be submitted or made available to ODOT, as required.
2. City will comply with all project reporting requirements and understands ODOT may withhold payment if City is delinquent in meeting its reporting obligations.

POSTAWARD PREREQUISITES

City will not initiate any Task 2 construction activities relating to Task 1 unless and until City submits, and FRA accepts in writing, the FD for a specific component of the project. Upon FRA's review and approval of the completion of specific FD activities included in Task 1, City may propose advancing these activities into construction before the completion of other outstanding FD activities. FRA approval to proceed with these construction activities will be analyzed on a case-by-case basis and will be authorized if City demonstrates that proceeding with these activities will in no way impact the successful completion of any outstanding FD activities or preclude other activities into construction.