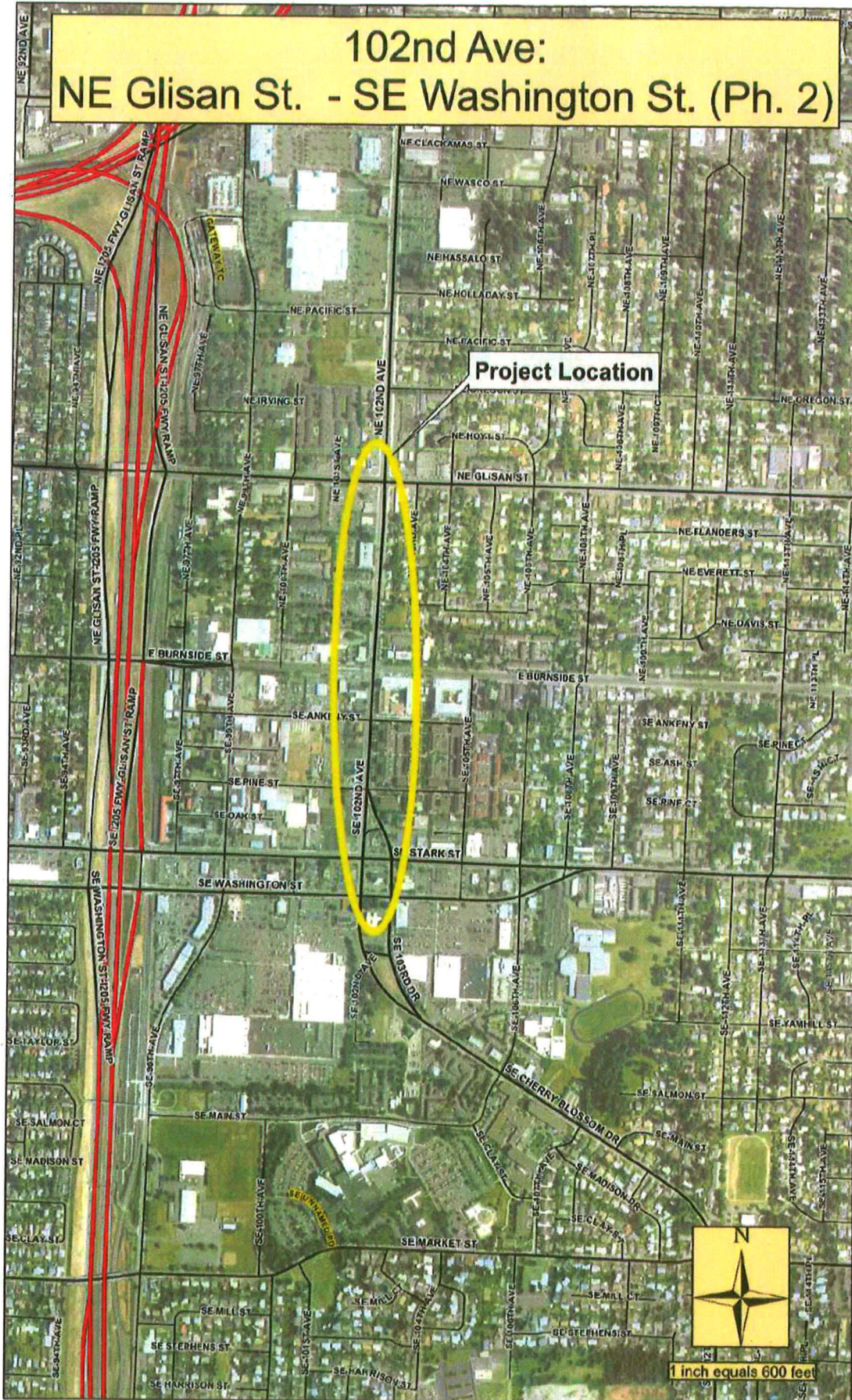


EXHIBIT A – Project Location Map



**Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Agreement No. 29592
102nd Avenue: NE Glisan Street to SE Washington Street Phase II**

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 "City," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Local Agency Certification Program Agreement No. 26586 incorporated herein and by this reference made a part hereof, State may enter into this Supplemental Project Agreement with City 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.
2. 102nd Avenue is a part of the City's street system under the jurisdiction and control of City.

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, City and State agree to City converting NE 102nd Avenue to an urban Boulevard from NE Glisan Street to SE Washington Street, hereinafter referred to as "Project." The Project consists of design features which include; sidewalk widening, pedestrian amenities, on-street parking on both sides of the street, and curb extensions at selected intersections. Bicycle facilities will be provided either on NE 102nd Avenue or NE 99th Avenue. Selected sections of the center left turn lane will be replaced with a planted median to provide a pedestrian refuge and access control. Lighting and pedestrian environment will be enhanced with upgraded, ornamental lighting, street furniture, and transit amenities. 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 \$2,800,000, 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. State Urban STP funds for this Project shall be limited to \$2,445,563. The Project will be financed with STP funds at the maximum allowable federal participating amount, with City providing the match and any non-participating costs, including all costs in excess of the available federal funds.
4. As part of the certification process, State will perform Project oversight throughout the duration of the Project at Project expense. City understands that State's Project oversight costs are estimates only and agrees to reimburse State for actual cost incurred.

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5. City shall make all payments for work performed on the Project, including all construction costs, and invoice State for one-hundred (100) percent of its costs. State shall reimburse City invoices at the pro-rated federal share. All costs beyond the federal and state reimbursement, any deposited local funds, and any non-participating costs will be the responsibility of the City. State's Project oversight costs are estimated to be \$8,000. State shall simultaneously invoice FHWA and City for State's Project costs, and City agrees to reimburse State for the federal-aid matching State share and any non-participating costs as determined in accordance with paragraph number 3, above upon receipt of invoice. Failure of City to make such payments to State may result in withholding of City's proportional allocation of State Highway Trust Funds until such costs are paid.
6. City shall design, advertise, bid, award the construction contract, and perform construction administration. City agrees to comply with all of the terms and conditions found in Certification Program Agreement No. 26586. City agrees that design, advertising, bid, award the construction contract, and construction administration for this project shall be performed only by City's Bureau of Transportation, Development and Capital Group. City understands that if consultant selection is performed on this Project, that portion of the Project shall be considered a test project.
7. 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 City expense. State's Regional Local Agency Liaison or designee will provide City with a written notice to proceed when FHWA approval has been secured and funds are available for expenditure on this Project.
8. State considers City a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
9. 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. The Parties agree that this Agreement shall terminate if the funds for this Project are not obligated for construction on or before September 1, 2014. Upon termination of this Agreement, State may reassign any STP funds not yet obligated for the Project and shall have no obligation to fund any remaining phases of work through the Local Agency Certification program.
10. Local Agency Certification Program Agreement No. 26586 was fully executed on September 6, 2012. This Agreement is subject to the terms and provisions of the Local Agency Certification Program Agreement.
11. This Agreement shall supersede and replace Agreement No. 27026 in its entirety. Agreement No. 27026 is terminated upon execution of this Agreement. Bills for preliminary engineering work incurred prior to the replacement of Agreement No. 27026 shall be invoiced by City and paid for by State under this Agreement.

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12. If City fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the City's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such City breach.
13. City 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 City agree that the useful life of this Project is defined as twenty (20) years.
14. State may conduct periodic inspections during the life of City Certification Projects to verify that Projects are being properly maintained and continue to serve the purpose for which federal funds were provided.
15. This Agreement may be terminated by mutual written consent of both Parties.
16. State may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by State, under any of the following conditions:
 - a. If City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If City 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 ten (10) days or such longer period as State may authorize.
 - c. If City 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.
17. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
18. City, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for City's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon City's breach of any such conditions that requires State to return funds to the 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 City, 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.

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19. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
20. This Agreement and the Local Agency Certification Program (Certification Program) Agreement No. 26586, as amended and all 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.
21. State's Project Liaison for the Agreement is Bret Richards, Local Agency Liaison, Oregon Department of Transportation, 123 NW Flanders Street, Portland, OR 97209, 503-731-8288, 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.
22. City's Project Liaison for this Agreement is Winston Sandino, Program Manager, City of Portland, 1120 SW 5th Avenue, Room 800, Portland, OR 97204, 503-823-5767, winston.sandino@portlandoregon.gov, or assigned designee upon individual's absence. City shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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 2012-2015 Statewide Transportation Improvement Program, (Key #16771) that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

Signature Page to Follow

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CITY OF PORTLAND, acting by and
through its elected officials

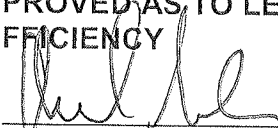
By _____
Mayor

Date _____

By _____
Auditor

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By  _____
City Legal Counsel

Date 9/20/13

City Contact:

Winston Sandino, Program Manager
1120 SW 5th Avenue, Room 800
Portland, OR 97204
503-823-5767
winston.sandino@portlandoregon.gov

State Contact:

Bret Richards, Local Agency Liaison
123 NW Flanders Street
Portland, OR 97209
503-731-8288
bret.n.richards@odot.state.or.us

STATE OF OREGON, acting 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 _____