

Misc. Contracts and Agreements No. 29241
Cross Ref Master Certification Agreement No. 26586

AMENDMENT NUMBER 01
Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Agreement No. 29241
HIGHWAY BRIDGE PROGRAM (HBP) PROJECT (ON SYSTEM)
NW Thurman Street: Macleay Park Bridge Rehabilitation
Bridge No. 25B15

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," entered into an Agreement on July 30, 2013. Said Agreement covers the rehabilitation of the NW Thurman Street Bridge.

It has now been determined by State and City that the Agreement referenced above shall be amended to add funds for the construction phase of the Project. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

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

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

2. The Project shall be conducted as a part of the Highway Bridge Program (HBP), under Title 23, United States Code. The total Project cost is estimated at \$3,781,000, which is subject to change. HBP funds for this Project shall be limited to \$3,392,691 with City providing the match and any non-participating costs, including all costs in excess of the available federal funds.

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

2. The Project shall be conducted as a part of the Highway Bridge Program (HBP), under Title 23, United States Code. The total Project cost is estimated at \$4,103,599, which is subject to change. HBP funds for this Project shall be limited to \$3,554,475 with City providing the match and any non-participating costs, including all costs in excess of the available federal funds.

This Amendment 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 Amendment so executed shall constitute an original.

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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 2012-2015 Statewide Transportation Improvement Program, (Key No. 18340) that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

CITY OF PORTLAND, by and through
its elected officials

By _____
Commissioner-in-Charge

Date _____

By _____
Auditor

Date _____

APPROVED AS TO FORM
APPROVED AS TO FORM

By _____
City Legal Counsel

Date 10-19-14 **CITY ATTORNEY**

City Contact:

David O'Longaigh, Project Manager
1120 SW 5th Avenue, Room 800
Portland, OR 97204-1971
Phone: (503) 823-0371
Email: david.olongaigh@portlandoregon.gov

State Contact:

Bret Richards, Local Agency Liaison
123 NW Flanders Street
Portland, OR 97209-4012
Phone: (503) 731-8288
Email: bret.n.richards@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Local Program Certification Manager

Date _____

By _____
Region 1 Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

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REVISED EXHIBIT B – PROJECT KEY MILESTONES AND SCHEDULE
Agreement No. 29241
NW THURMAN STREET: MACLEAY PARK BRIDGE REHABILITATION

1. **Project Description** – State and City agree to have City rehabilitate the existing NW Thurman Street Bridge, by replacing the existing steel floor beams and timber stringers with modern steel members and replacing the timber deck with FRP, steel, or concrete equivalent, which will increase safety for pedestrians. All new bridge elements shall be designed to the AASHTO Standard Specifications for Highway Bridges, 17th Edition. Also restore the original 1905 style steel rail on the sidewalk, replacing the pipe and chain link fencing rail constructed in 1955; remove the old curb flex beam rail and replace with bridge rail designed to withstand loads per AASHTO as noted above; and obtain permits and clearances needed because of the bridge eligibility for listing on the National Register of Historic Places, and location over park property. Minor spot painting may be required at the trusses to mitigate localized corrosion and to bring those areas up to the good condition of the rest of the bridge trusses. If determined necessary, new impact panels will be provided at each end of the bridge to reduce impact forces and vibration of the bridge. City shall also replace the existing timber sidewalks with a slip resistant metal product and replace the travel lane and sidewalk width in kind due to limited strength capacity of existing trusses which are to remain.
2. This Project is subject to progress reporting and project change process as stated in Paragraphs 3 through 6 below.
3. **Monthly Progress Reports (MPR)** – City shall submit monthly progress reports using MPR Form 734-2862, attached by reference and made a part of this Agreement. The Monthly Progress Report is due by the 5th day of each month, starting the first full month after execution of this Agreement, and continuing through the first month after State issues Project Acceptance.

The fillable MPR form and instructions are available at the following web site:
http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx

4. **Project Milestones** – The Parties agree that the dates shown 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

	Milestone Description	Obligation Date	Estimated Budget
1	Obligation (Federal Authorization) of HBP Funds for the Preliminary Engineering phase of Project	5/15/2013	\$576,000
2	Obligation (Federal Authorization) of HBP Funds for the Right of Way phase of the Project	N/A	N/A
3	Obligation (Federal Authorization) of HBP Funds for the Utility phase of Project	N/A	N/A
4	Obligation (Federal Authorization) of HBP Funds for the Construction phase of Project	9/30/2013	\$3,527,599
	Total Project Cost:		\$4,103,599

5. **Project Change Request (PCR) Process** – City must obtain approval from State's contact and State's Bridge Engineer for changes to the Project's scope, schedule, or budget by submitting a PCR, as specified in Paragraphs 5a, 5b, and 5c, below. City shall be fully responsible for all costs attributable to changes to the established Project scope, schedule or budget and prior to an approved PCR. Amendments to this Agreement are required for all approved PCRs.
- Scope** – A PCR is required for a change or in the scope of work described in the Project Description (Paragraph 1 of this Exhibit).
 - Schedule** – A PCR is required if City or State's contact anticipate that any Project Milestone will be delayed by more than ninety (90) days, and also for any change in schedule that will require amendment of the Statewide Transportation Improvement Program (STIP).
 - Budget** – The Project's estimated budget is used for determining the level of compensation for completed work. Increases or decreases in the budget which require a STIP amendment also require the submission of a Project Change Request to the State's Regional Local Agency Liaison.
 - PCR requests that result in Project cost increases that are equal to or less than twenty (20) percent of the total estimated Project cost or \$200,000, whichever amount is less, can be approved by the State Bridge Engineer. Amendments can be approved and entered into by the State Bridge Engineer.
 - PCR requests that result in a Project cost increase in excess of twenty (20) percent of the total estimated Project cost or \$200,000, whichever amount is greater, must be approved by the State Bridge Engineer and the Local Agency

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Bridge Selection Committee with a majority vote. Amendments must be executed by the same officials who executed the original Agreement.

6. **PCR Form** – City must submit all change requests using PCR Form 734-2883, attached by reference and made a part of this Agreement. The PCR Form is due no later than thirty (30) days after the need for change becomes known to City. The PCR shall explain what change is being requested, the reasons for the change, and any efforts to mitigate the change. A Project Change Request may be rejected at the discretion of State's Bridge Engineer.

The fillable PCR form and instructions are available at the following web site:
http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx

7. **Consequences for Non-Performance** – If City fails to fulfill its obligations in Paragraphs 3 through 6 above, or does not assist in advancing the Project or perform tasks that the City is responsible for under the Project Milestones, State's course of action through the duration of City's default may include: (a) restricting City consideration for future funds awarded through State's Active Transportation Section; (b) withdrawing unused Project funds; (c) terminating this Agreement as stated in Terms of Agreement, Paragraph 17a and 17b of this Agreement.