

Misc. Contracts and Agreements No. 28473  
Cross Ref. Master Certification Agreement No. 26586

**AMENDMENT NUMBER 01**  
**LOCAL AGENCY CERTIFICATION PROGRAM AGREEMENT**  
**Supplemental Project Agreement No. 28473**  
**FLEXIBLE FUNDS PROGRAM 2011**  
**SURFACE TRANSPORTATION PROGRAM-URBAN**  
East Portland Access to Transit  
City of Portland

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 January 30, 2013. Said Agreement covers City completion of final design and construction of an approximately 825 square foot Bike and Ride facility and upgrade up to eight (8) bus stops on SE Division and SE 122<sup>nd</sup> Avenue in Portland.

It has now been determined by State and City that the Agreement referenced above shall be amended to extend milestone dates and update project description and map on Exhibits A & B. 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." 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 1, Page 1, which reads:**

1. Under such authority, City agrees to complete final design and construction of an approximately 825 square foot Bike and Ride facility, and upgrade up to eight bus stops on SE Division and SE 122<sup>nd</sup> Avenue in Portland hereinafter referred to as "Project." The location of the Project is approximately as shown on the detailed map attached hereto, marked "Exhibit A," and by this reference made a part hereof. The Project description, tasks and deliverables, schedule and budget are further described in Exhibit B, attached hereto and by this reference made a part hereof.

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

1. Under such authority, City will infill missing sidewalk gaps on SE Division Street between I-205 and 148<sup>th</sup> Ave. refuge islands and Rectangular Rapid Flashing Beacons (RRFBs) or similar treatments will be constructed to provide safer crossing opportunities hereinafter referred to as "Project." In addition to the SE Division improvements, NE/SE 130's Neighborhood Greenway will be established. The improvements will include signing, striping, and crossing improvements for bicyclists and pedestrians. The project will coordinate with TriMet to install bike parking facilities at the Gateway park and ride. The location of the Project is approximately as

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shown on the detailed map attached hereto, marked "Revised Exhibit A," and by this reference made a part hereof. The Project description, tasks and deliverables, schedule and budget are further described in Revised Exhibit B, attached hereto and by this reference made a part hereof.

**TERMS OF AGREEMENT, Paragraph 6, Page 2, which reads:**

6. City shall make all payments for work performed on the Project, including all construction costs, and invoice State for 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 shall perform work in the estimated amount of \$7,500. The work being performed by State includes federal oversight, compliance review, project development and construction monitoring, and Project documentation and accounting closeout. 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 numbers 3 and 4, above upon receipt of invoice. City understands that State's costs are estimates only and agrees to reimburse State for the actual amount expended.

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

6. City shall make all payments for work performed on the project, including all construction costs, and invoice State for 100 percent of its costs. State shall reimburse City invoices at the pro-rated federal share. All costs beyond the federal and state reimbursement, and deposited local funds, and any non-participating costs will be the responsibility of the City. State shall perform work in the estimated amount of \$45,000. The work being performed by the State includes completion of part 3 prospectus, Environmental investigation and reports needed for CE Clearance, Federal oversight, compliance review, project development and construction monitoring, Project documentation and accounting closeout. 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 numbers 3 and 4, above upon receipt of invoice. City understands that State's costs are estimates only and agrees to reimburse State for the actual amount expended.

**Insert new TERMS OF AGREEMENT, Paragraph 9, to read as follows:**

9. All STP Urban Funds must adhere to the specific obligation and completion requirements. Non-construction projects must be ready for obligation no later than September 30, 2015 and completed or implemented by December 31, 2015. Construction projects must obligate the Preliminary Engineering phase by September 30, 2012, Right-of-Away phases must be obligated by September 30, 2015 and Construction phases must be obligated by September 30, 2016. Construction projects

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must be completed by December 31, 2017. After September 30, 2015 for non-construction Projects and September 30, 2016 for construction projects the State may withdraw and reassign any STP Urban Funds not yet obligated for the Project and shall have no obligation to fund any remaining phases of work through the STP Urban Funds Program. The withdrawal of funds will not affect funding and payments for Preliminary Engineering or other phases of work that were obligated prior to the above stated dates.

**TERMS OF AGREEMENT, Paragraphs 9 through 28, shall be hereinafter re-numbered as Paragraphs 10 through 29.**

**TERMS OF AGREEMENT, Paragraph 26, Page 5, which reads:**

26. City's Project Manager for this Project is Kyle Chisek, Project Manager, 1120 SW 5th Avenue, Room 800, Portland, OR 97204, 503-823-7041, kyle.chisek@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.

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

27. City's Project Manager for this Project is Elizabeth Mahon, Project Manager, Portland Bureau of Transportation, 1120 SW 5th Avenue, Room 800, Portland, OR 97204, 503-823-0396, elizabeth.mahon@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.

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.

**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 #18021) 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**, by and through  
its elected officials

By \_\_\_\_\_  
Commissioner-in-Charge

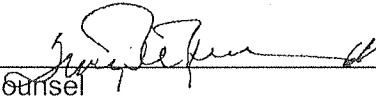
Date \_\_\_\_\_

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

By \_\_\_\_\_  
Director

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By   
City Counsel

**CITY ATTORNEY**  
Date 9/18/14

**Agency Contact:**

Elizabeth Mahon, Project Manager  
Portland Bureau of Transportation  
1120 SW 5<sup>th</sup> Avenue, Room 800  
Portland, OR 97204  
(503) 823-0396  
elizabeth.mahon@portlandoregon.gov

**State Contact:**

Bret Richards, Local Agency Liaison  
ODOT-Region 1  
123 NW Flanders Street  
Portland, OR 97209  
(503) 731-8288  
bret.n.richards@odot.state.or.us

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Active Transportation Section Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Planning Section Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

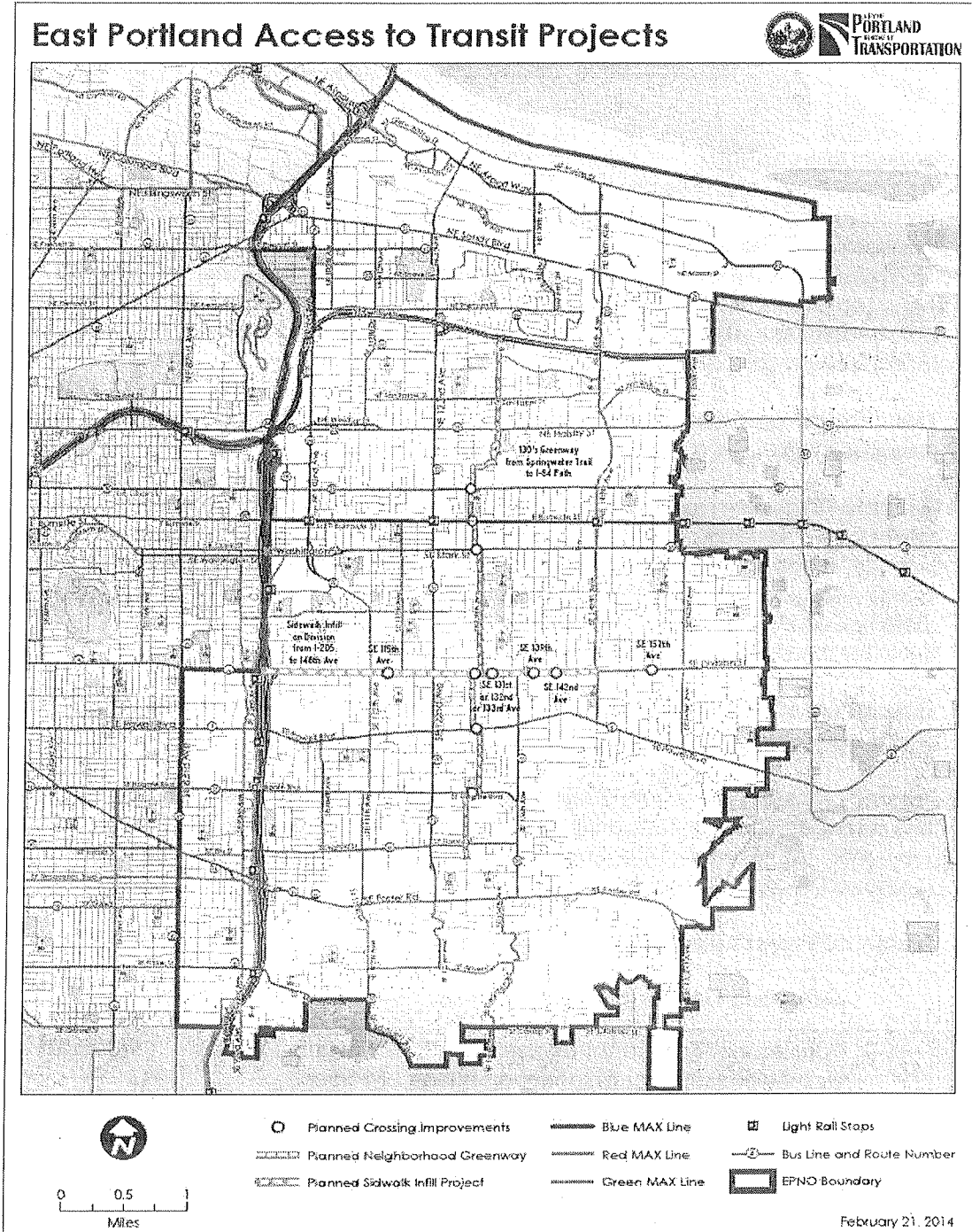
**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

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REVISED EXHIBIT A – PROJECT LOCATION MAP



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## REVISED EXHIBIT B - PROJECT KEY MILESTONES AND SCHEDULE

Agreement No. 28473

Application Number: TT-1-003

Project Name: East Portland Access to Transit

### 1. Project Description

The project will infill missing sidewalk gaps on SE Division Street between I-205 and 148<sup>th</sup> Ave. refuge islands and Rectangular Rapid Flashing Beacons (RRFBs) or similar treatments will be constructed to provide safer crossing opportunities. In addition to the SE Division improvements, NE/SE 130's Neighborhood Greenway will be established. The improvements will include signing, striping, and crossing improvements for bicyclists and pedestrians. The project will coordinate with TriMet to install bike parking facilities at the Gateway park and ride.

2. This Project is subject to progress reporting and project change process as stated in paragraphs No. 3 through No. 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 5<sup>th</sup> 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 (Second Note) for the Project's construction contract.

The fillable MPR form and instructions are available at the following address:  
<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>

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.

Table 1: Project Milestones

	Milestone Description	Completion Date
1	Obligation (Federal Authorization) of STP Flexible Funds for the Preliminary Engineering phase of Project	9/30/2012
2	Obligation (Federal Authorization) of STP Flexible Funds for the Right-of-Way phase of Project	3/31/2015
3	Obligation (Federal Authorization) of STP Flexible Funds for the Construction phase of Project	9/30/2015

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4	Project Completion based on State issuing Project Acceptance or "Second Note"	12/31/2016
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5. **Project Change Request (PCR) Process** - City must obtain approval from State's Contact and State's STP Flexible Funds Program Manager for changes to the Project's scope, schedule, or budget by submitting a PCR as specified in paragraphs 5a and 5b, 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.

a. **Scope** - A PCR is required for a change in the scope of work described in the Project Description (Paragraph 1 of this Exhibit).

b. **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).

6. **PCR Form** - City must submit all change requests using PCR Form 734-2863, 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 PCR may be rejected at the discretion of State's Flexible Funds Program Manager.

The fillable PCR form and its instructions are available at the following web site:  
<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>

7. **Consequence for Non-Performance** - If City fails to fulfill its obligations in Paragraphs No. 3 through No. 6 above, or does not assist in advancing the Project or perform tasks that the Agency 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, and (c) terminating this Agreement as stated in Terms of Agreement, Paragraphs No. 21a and 21b of this Agreement.