

Misc. Contracts and Agreements No. 29815
Cross Ref. Master Certification Agreement No. 30890

AMENDMENT NUMBER 01
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Agreement No. 29815
Burgard/Lombard at North Time Oil Road Intersection

This is Amendment No. 01 to Agreement No. 29815 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," entered into on May 1, 2014.

It has now been determined by State and City that the Agreement referenced above shall be amended to incorporate; a change in scope, Project Key Milestones and Schedule, Change Request language, Design Exceptions language, ADA ramp language, Project Type designation.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

RECITALS, Paragraph 1, Page 1 , which reads:

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 that are not on the National Highway System.

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

1. By the authority granted in Local Agency Certification Program Agreement No. 30890 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.

RECITALS, Paragraph 2, Page 1, which reads:

2. Burgard Road and Lombard Street are a part of the City's street system under the jurisdiction and control of City.

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

City/State
Agreement No. 29815-01

2. Burgard Road and Lombard Street are a part of the City's street system under the jurisdiction and control of City. Both streets are intermodal connectors and are a part of the National Highway System (NHS).

Insert new Recitals Paragraphs 3 and 4 as follows:

3. Moving Ahead for Progress in the 21st Century Act (MAP-21) expanded the National Highway System (NHS) to incorporate all principal arterials, which were previously not included, including facilities owned by Local Public Agencies.
4. Mike Morrow, Senior Field Operations Engineer, of the Federal Highway Administration (FHWA), Oregon Division, authorized State to allow certified Local Public Agencies to perform work, in areas in which they have been certified, on federal-aid projects when the projects are on local owned principal arterials that are part of the NHS. Said authorization is memorialized in a March 13, 2013 letter on file with State's Certification Program Manager.

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

1. Under such authority, State and City agree to City widening the existing 28-foot asphalt roadway, increase the existing asphalt pavement to 50-feet wide to include 38-feet of travel lanes, addition of turn pockets on N Burgard Road, addition of two 6-foot wide bicycle lanes, curbs on both sides of the roadway, addition of two 6-foot wide sidewalks adjacent to landscaping areas on both sides of the roadway, addition of a stormwater pipe system to the existing system and new water quality improvements, addition of signage and roadway striping improvements and concrete driveway approaches and sidewalks to privately owned North Time Oil Road 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.

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

1. Under such authority, State and City agree to City widening the existing 28-foot asphalt roadway to provide 38-feet of paved travel lanes plus turn pockets on N Burgard Road, add a separate 12-foot wide shared-use path, add a drainage swale adjacent to the shared-use path, add a stormwater pipe system to the existing system and install new stormwater quality treatment facilities, add or replace signs and roadway striping, and construct concrete driveway approaches and sidewalks to privately owned North Time Oil Road 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.

TERMS OF AGREEMENT, Paragraph 5, Page 2, which reads:

5. City shall design, advertise, bid, award the construction contract, and perform construction administration. City understands that this Project shall comply with all of the terms and conditions found in Certification Program Agreement No. 26586.

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

5. City shall design, advertise, bid, award the construction contract, and perform construction administration. City understands that this Project shall comply with all of the terms and conditions found in Certification Program Agreement No. 30890.
 - a. The State's standard Architectural and Engineering (A&E) contract template does not apply on this Project because the City's Price Agreement, RFP No. TRN109, dated July 1, 2014 and subsequent consultant selections on the second tier of the Price Agreement has been certified eligible for federal reimbursement by the ODOT Procurement Office. The City can continue to issue work for this Project under said Price Agreement until the Price Agreement expires after the 3 years of term of the price agreement July 1, 2017 or when the maximum amount of the Price Agreement not to exceed the \$800,000 has been used, whichever comes first.

TERMS OF AGREEMENT, Paragraph 31, Page 7, which reads:

31. State's Project Liaison for the Agreement is David Arena, Local Agency Liaison, 123 NW Flanders Street, Portland, OR 97209, david.arena@odot.state.or.us, 503-731-8276, 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.

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

31. State's Project Liaison for the Agreement is Justin Bernt, Local Agency Liaison, 123 NW Flanders Street, Portland, OR 97209, Justin.J.Bernt@odot.state.or.us, 503-731-3016, 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.

TERMS OF AGREEMENT, Insert New language, Paragraphs 33 through Paragraph 39 beginning on Page 7 which read:

33. Information required by 2 CFR 200.331(a), except for (xiii) Indirect cost rate, shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Agency with the Notice to Proceed.

City/State
Agreement No. 29815-01

- a. The indirect cost rate for this project at the time the agreement is written is 79.27%. Agency may have other indirect cost rates for departments and or disciplines that have been approved for use by their cognizant agency and State and these rates may be used on the Project, as applicable.

34. **Project Key Milestones and Schedule:** 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: Key Milestones and Schedule

The estimated completion date of the project is March 30, 2018.

Key Milestone	Description	Estimate Due Date	Estimated Amount
1	Design - 30% PSE	4/15/15 Completed	\$96,833.00
2	Design - 60% PSE	7/1/15 Completed	\$96,588.00
3	Design - 95% PSE	2/12/16 Completed	\$56,524.00
4	Design - 100% PSE	4/15/16	\$200,000.00
5	Construction - First Notification	7/1/16	\$1,900,000.00
6	Construction - Second Notification	12/31/16	\$50,000.00
7	Construction - Third Notification	03/30/18	\$50,000.00

The City shall submit 30%, 60%, 90%, and 100% plans to ODOT for review and comments.

35. City shall follow the ODOT Project Change Request process in the event the project completion of any Project Milestone is delayed more than 90 days past the IGA Schedule Date OR when a STIP amendment is required OR when there is a change to the work scope or budget of the Project. The City of Portland shall complete Project Monthly Reports.
36. Design Exceptions for elements on ODOT facilities shall be approved by ODOT. Design Exceptions for elements on the National Highway System (NHS) shall be approved by ODOT and/or FHWA. The Design Exception process for elements on the City of Portland facilities shall follow the current LAG manual process.
37. All ADA ramps on ODOT facilities shall meet ODOT minimum construction standards. All ADA ramps on non-ODOT facilities shall meet Federal minimum construction standards. ODOT shall provide ADA ramp design review for all ramps on the project. The City of Portland shall submit to ODOT, all post-construction ramp measurements prior to Second Notification. ODOT will review all City of Portland post-construction ramp measurements and provide recommendation to the City of Portland for ADA ramp acceptance on the project, prior to Second Notification.

38. The Contractor Quality Control Type in Section 00165 of the project special provisions shall specify the Project as a "Type A" Project. ODOT will perform all Quality Assurance Testing on "Type A" Projects.

39. City's request to construct this Project is approved by FHWA subject to the following:

- a) For work performed on state-owned NHS route, design exceptions must be approved by State.
- b) For work performed on state-owned NHS route, ADA ramp construction will be required to meet State's revised standards. State will also provide ADA ramp design and construction review and construction acceptance.
- c) City will submit 30%, 60%, 90%, and final plans for review by State.
- d) The State Change Management Request process shall be followed when necessary.
- e) Detailed project status reports are to be submitted on time in order for State to monitor progress toward meeting project delivery milestones.
- f) Other requirements may be added as necessary after individual Project reviews have been completed.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

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 2015-2018 Statewide Transportation Improvement Program, (Key # 18023) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

City/State
Agreement No. 29815-01

CITY OF PORTLAND, acting by and
through its elected officials

By _____

Date _____

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Agency Counsel

Date _____
CITY ATTORNEY 5/13/16

City Contact:

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

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 _____

By _____
Region 1 Project Services Manager

Date _____

State Contact:

Justin Bernt, Local Agency Liaison
123 NW Flanders Street
Portland, OR 97209
503-731-3016
Justin.J.Bernt@odot.state.or.us