

Misc. Contracts and Agreements No. 28129
Cross Ref. Master Certification Agreement No. 26586

AMENDMENT NUMBER 02

Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Agreement No. 28129
SE Holgate & SE Ramona: 122nd to 136th Avenue Sidewalks

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 June 5, 2012. Said Agreement covers City constructing a six-foot wide sidewalk with curb ramps, curb extensions, and four-foot wide planting strips on the north side of Holgate Boulevard and the south side of Ramona Street.

It has now been determined by State and City that the Agreement referenced above shall be amended to change the funding amount and update Project Milestones. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

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

2. The total estimated cost of the Project is \$1,506,500 which is subject to change.

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

2. The total estimated cost of the Project is \$1,823,232 which is subject to change.

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

3. The Project shall be conducted as a part of the Transportation Enhancement Program under Title 23, United States Code. Transportation Enhancement funds for this Project shall be estimated at \$1,351,800 for Preliminary Engineering and Construction of the Project. Transportation Enhancement funds for the Preliminary Engineering phase are limited to \$341,000. The Project will be financed with Transportation Enhancement 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.
 - a. City must obtain approval from State's Transportation Enhancement Program Manager and the Metro Transportation Improvement Program for any additional funds beyond the amount in Paragraph No. 2 above. For additional Enhancement Funds up to a total of \$1,487,000 City's matching share will be 10.27 percent of Enhancement eligible costs. State's Transportation

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Enhancement Program Manager must consult with the Transportation Enhancement Advisory Committee before approving any additional funds exceeding \$1,487,000.

- b. City is not guaranteed the use of unspent funds for a particular phase of work. State will not release funds from any authorized phase of work for use on a subsequent phase unless specifically requested by City before obligating funds on the subsequent phase.

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

- 3. The Project shall be conducted as a part of the Transportation Enhancement Program under Title 23, United States Code. Transportation Enhancement funds for this Project shall be estimated at \$1,351,800 and may be used for all phases of the Project. Transportation Enhancement funds for the Preliminary Engineering phase are limited to \$358,000. The Project will be financed with Transportation Enhancement 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.
- a. City must obtain approval from State's Transportation Enhancement Program Manager and the Metro Transportation Improvement Program for any additional funds beyond the amount in Paragraph No. 2 above. For additional Enhancement Funds up to a total of \$1,487,000 City's matching share will be 10.27 percent of Enhancement eligible costs.
- b. City is not guaranteed the use of unspent funds for a particular phase of work. State will not release funds from any authorized phase of work for use on a subsequent phase unless specifically requested by City before obligating funds on the subsequent phase.

EXHIBIT B, Paragraph No. 4 Project Milestones, Page 8, which reads:

- 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	Schedule Date
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1	Obligation (Federal Authorization) of Enhancement Funds for the Preliminary Engineering phase of Project	October 15, 2011
2	Obligation (Federal Authorization) of Enhancement Funds for the Right-of-Way phase of the Project	June 1, 2014
3	Obligation (Federal Authorization) of Enhancement Funds for the Construction phase of Project	April 1, 2014
4	Project Completion based on State issuing Project Acceptance or "Second Note"	December 31, 2015

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

5. **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	Schedule Date
1	Obligation (Federal Authorization) of Enhancement Funds for the Preliminary Engineering phase of Project	October 15, 2011
2	Obligation (Federal Authorization) of Enhancement Funds for the Right-of-Way phase of the Project	September 15, 2013
	Obligation (Federal Authorization) of Enhancement Funds for the Construction phase of Project	May 31, 2015
	Project Completion based on State issuing Project Acceptance or "Second Note"	December 31, 2015

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.

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This Project is in the 2012-2015 Statewide Transportation Improvement Program, (Key #17888) that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

CITY OF PORTLAND, acting by and
through its elected officials

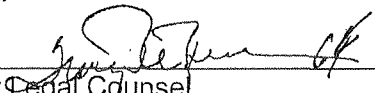
By _____
Mayor

Date _____

By _____
City Recorder

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By  _____
City Legal Counsel

CITY ATTORNEY
Date 6/24/16

City Contact:

Winston Sandino, Project 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 _____
Active Transportation Section Manager

Date _____

By _____
Region 1 Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date: _____