

**AMENDMENT NUMBER 02**

Oregon Department of Transportation  
LOCAL AGENCY CERTIFICATION PROGRAM  
Supplemental Project Agreement No. 28483  
FLEXIBLE FUNDS PROGRAM 2011  
CONGESTION MITIGATION AND AIR QUALITY PROGRAM  
**ARATA RD: 223RD - 238TH (FAIRVIEW/WOOD VILLAGE)**  
**Multnomah County**

This is Amendment No. 02 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **MULTNOMAH COUNTY**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into an Agreement on April 2, 2013 and Amendment Number 01 executed on January 28, 2016. Said Agreement covers production of design plans and construction of improvements for Arata Road including sidewalks, cross-walks, bike facilities, street lighting, landscaping, and green street drainage.

It has now been determined by State and County that the Agreement referenced above shall be amended to update Master Certification Agreement No. and Project Milestone dates for #2 Obligation Right-of-Way phase of the Project, #3 "Obligation for the Construction Phase" and #4 "Project Completion". Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

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 3, Page 1 which reads:**

3. The Project in this Supplemental Project Agreement is one of the required test projects that constitute conditional certification described in Local Agency Certification Program (Certification Program) Agreement No. 26226.

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

3. The Project in this Supplemental Project Agreement is one of the required test projects that constitute conditional certification described in Local Agency Certification Program (Certification Program) Agreement No. 29110.

**Exhibit B, Section 4, Project Milestones, Page 9, 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**

	<b>Milestone Description</b>	<b>Completion Date</b>
1	Obligation (Federal Authorization) of STP Flexible Funds for the Preliminary Engineering phase of Project	6/19/2013
2	Obligation (Federal Authorization) of STP Flexible Funds for the Right-of-Way phase of the Project	2/27/2015
3	Obligation (Federal Authorization) of STP Flexible Funds for the Construction phase of Project	2/28/2016
4	Project Completion based on County issuing Project Acceptance or "Second Note"	12/31/2016

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

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**

	<b>Milestone Description</b>	<b>Completion Date</b>
1	Obligation (Federal Authorization) of STP Flexible Funds for the Preliminary Engineering phase of Project	6/19/2013
2	Obligation (Federal Authorization) of STP Flexible Funds for the Right-of-Way phase of the Project	4/2/15
3	Obligation (Federal Authorization) of STP Flexible Funds for the Construction phase of Project	8/15/16
4	Project Completion based on County issuing Project Acceptance or "Second Note"	11/30/17

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 (STIP), (Key #18019) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

**SIGNATURE PAGE TO FOLLOW**

**MULTNOMAH COUNTY**, by and  
through its elected officials

By \_\_\_\_\_  
Deborah Kafoury, Chair of the County  
Board  
Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Courtney Lords  
Assistant County Attorney  
Date \_\_\_\_\_

**County Contact:**

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[ian.b.cannon@multco.us](mailto:ian.b.cannon@multco.us)

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

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

**APPROVAL RECOMMENDED**

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

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

By \_\_\_\_\_  
Region 1 Project Services Manager  
Date \_\_\_\_\_

**State Contact:**

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