

PROSPER PORTLAND

Portland, Oregon

RESOLUTION NO. 7265

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE PORTLAND BUREAU OF TRANSPORTATION IN AN AMOUNT NOT TO EXCEED \$1,000,000 FOR DESIGN AND CONSTRUCTION OF LOMBARD PEDESTRIAN ENHANCEMENT PROJECT

WHEREAS, Prosper Portland is undertaking the Interstate Corridor Urban Renewal Plan, adopted August 2000, and subsequently amended;

WHEREAS, from 2001 to 2009, City of Portland (“City”) Bureau of Transportation (“PBOT”) coordinated the Interstate Corridor Urban Renewal Area (“URA”) Transportation Implementation Strategy with the Interstate Corridor URA Transportation Working Group, which recommended investments in pedestrian and streetscape enhancements along North Lombard Street;

WHEREAS, in 2014, Prosper Portland and PBOT staff convened the Lombard Working Group to identify priority pedestrian and streetscape investments on North Lombard Street between North Chautauqua Street and North Rodney Street;

WHEREAS, the Lombard Working Group and public outreach led to the 2016 Lombard Investment Strategy, which identified specific nodes for pedestrian safety enhancement and recommended investments in businesses located along the corridor; and

WHEREAS, Prosper Portland intends to commit \$1,000,000 of Interstate Corridor URA tax increment finance resources to fund the Lombard Pedestrian Enhancement Project, part of the broader Lombard Investment Strategy.

NOW, THEREFORE, BE IT RESOLVED, that the Prosper Portland Executive Director is hereby authorized to enter into an Intergovernmental Agreement (“IGA”) with PBOT substantially in the form attached hereto as Exhibit A under which Prosper Portland will provide funding for design and construction of the Lombard Pedestrian Enhancement Project;

BE IT FURTHER RESOLVED, that the Executive Director may approve changes to the IGA if such changes, in the opinion of the Executive Director in consultation with General Counsel, do not materially change Prosper Portland’s obligation or risks; and

BE IT FURTHER RESOLVED, that this resolution shall become effective immediately upon its adoption.

INTERGOVERNMENTAL AGREEMENT
Between
Prosper Portland
And
Portland Bureau of Transportation
For the
Lombard Pedestrian Enhancement Project: Design & Construction

This Intergovernmental Agreement (this “**Agreement**”), dated this ____ day of _____, 2018, (“**Effective Date**”) is made and entered into by and between the **City of Portland, Bureau of Transportation (“PBOT”)** and **Prosper Portland**, the assumed business name of Portland Development Commission.

RECITALS

1. Prosper Portland, as the duly-designated Urban Renewal agency of the City of Portland, is granted broad powers under ORS 457.170 for the planning and implementation of urban renewal projects.
2. PBOT is responsible for transportation operations and improvements within City public rights of way.
3. A cooperative partnership between Prosper Portland and PBOT is beneficial to the implementation of urban renewal plans and the development of other public policies, plans and capital projects.
4. Both parties desire to enter into an agreement that will establish terms and conditions by which one party will engage and compensate the other party for performing specific services.
5. The Portland City Council (“**Council**”), through Ordinance 181631, which was duly adopted by Council on February 27, 2008, and amended by Ordinance No. 183429, passed by Council on January 6, 2010, delegated to the Director of PBOT and the City Auditor the authority to enter into intergovernmental agreements with Prosper Portland. The form of agreement used for this Agreement is substantially similar to the template that was approved by City Council through the last above referenced Ordinance.
6. This form of Agreement is intended for funding project phases, including, but not limited to: Project Development, Project Design, Right-of-Way Acquisition, and Construction Management and Engineering.

Now therefore, the parties agree as follows:

AGREEMENT

1. The Project

A. Background

Lombard Investment Strategy

The Lombard Investment Strategy was completed in 2016 to help establish a positive identity and stimulate business growth and retention in several commercial areas of N Lombard Street within the ICURA. As part of the strategy work, Prosper Portland staff worked with businesses, residents and an urban design consultant to assess existing strengths and weaknesses and develop streetscape concepts for three commercial “nodes” along N Lombard Street, centered on the intersections with N Peninsular Avenue (“**West Node**”), N Denver Avenue (“**Central Node**”) and N Albina Avenue (“**East Node**”). Recommended features include bike racks, pedestrian lighting, planter strips, crosswalks, benches, gateway/identity features, street trees, sidewalk repair, waste/recycling receptacles, green features, curb ramps and bus stop improvements.

N Lombard Street is an Oregon Department of Transportation (ODOT) Roadway signed as US 30 Bypass. ODOT, which has jurisdiction over the street from curb to curb, has plans, in a phased approach, to invest approximately \$7.65M in signal and safety improvements on Lombard in the 2019 to 2021 time period. Prosper Portland funding will be used to enhance the pedestrian environment along the sidewalk corridors, which are owned and maintained by PBOT.

B. Summary of Work and Budget

This agreement covers 100% design and construction of the pedestrian enhancement on two of the three identified nodes, specifically the West and East Nodes. The project extent is as follows:

- On the West Node, N Lombard Street between N Drummond Avenue and N Greeley Avenue; and,
- On the East Node, N Lombard Street between N Mississippi Avenue and N Albina Avenue.

Budget: \$1,000,000 in Fiscal Year 2018-2019

The following is a summary of the scope of work include: bike racks, sidewalk repair, pedestrian-scale street lights and bollards at Lombard/Greeley and Lombard/Peninsular design with place/identity in mind.

The proposed work schedule is:

May 2018:	Begin Design
September 2018:	30% Design

December 2018:	Bureau Peer Review/60% Design
March 2019:	Constructability Plan Sets/95% Design
June 2019:	Project Bid/Award
September 2019:	Break Ground

The following is a summary of the budget:

The work called for in this Agreement will be funded with tax increment financing from the ICURA administered by Prosper Portland. The total cost estimate is \$1,000,000. .

- Estimated Design Cost: \$226,000
- Estimated Construction Cost: \$774,000

A more detailed design and construction estimated will be determined during the design phase.

The Lombard Investment Strategy Streetscape Concept completed by Walker Macy is set forth in **Exhibit B** and shall be referred to in this Agreement as the “**Streetscape Concept**”.

2. CONTRACT MANAGEMENT

A. The party for whom the Work is being performed, and who will be compensating the other party for performing the Work, shall be referred to in this Agreement as the “**Funding Agency**”. *Prosper Portland* shall be referred to herein as the Funding Agency.

B. The party performing the Work for the Funding Agency shall be referred to in this Agreement as the “**Performing Agency**”. *PBOT* shall be referred to herein as the Performing Agency.

C. Funding Agency.

- **Contract Signatory.** The Funding Agency Contract Signatory shall be *Kimberly Branam*, or such other person as designated in writing by the Funding Agency Director (the “**Funding Agency Contract Signatory**”). The Funding Agency Contract Signatory is authorized to give notices and to carry out other actions referred to herein, including termination of this Agreement as provided in Section V.
- **Contract Manager.** The Funding Agency Contract Manager shall be *Tory Campbell* (the “**Funding Agency Contract Manager**”). The Funding Agency Contract Manager is responsible for the day-to-day management of this Agreement as provided herein and serves as the first level of conflict resolution.

D. Performing Agency.

- **Contract Signatory.** The Performing Agency Contract Signatory shall be *Leah Treat*, or such other person as designated in writing by the Director (the “**Performing Agency Contract Signatory**”). The Performing Agency

Contract Signatory is authorized to give notices and to carry out other actions referred to herein, including termination of this Agreement as provided in Section V.

- **Contract Manager.** The Performing Agency Contract Manager shall be *Dan Layden* (the “**Performing Agency Contract Manager**”). The Performing Agency Contract Manager is responsible for the day-to-day management of this Agreement as provided herein and serves as the first level of conflict resolution.

E. Management Staffing.

- A project manager shall be designated by the Performing Agency (the “**Performing Agency Project Manager**”), and a project manager shall be designated by the Funding Agency (the “**Funding Agency Project Manager**”) to carry out the responsibilities designated in this Agreement.
 - a) The Funding Agency Project Manager shall be *Kim Moreland*, or such other person as designated in writing by Tory Campbell.
 - b) The Performing Agency Project Manager shall be *Nicole Peirce*, or such other person as designated in writing by Dan Layden.
- If either project manager is not performing or is not able to continue performing the responsibilities designated in this Agreement, then the respective contract manager shall designate a replacement project manager. If a replacement project manager is not available, then upon written agreement of the parties, the other party may take on all project management responsibilities designated in this Agreement.
- The Funding Agency Contract Manager and the Performing Agency Contract Manager will confer quarterly to review project management and staffing needs and performance, and identify desired changes, if any. If either Prosper Portland or PBOT desires to replace a project manager, or other key staff identified in section II.F. or section II.G. of this Agreement, the party’s contract manager shall notify the other contract manager in writing, and if required, they will meet to discuss and agree on any necessary adjustments to provide adequate time to make such change.

F. Project Staffing – Performing Agency: The following Performing Agency personnel are being assigned to perform the Work. Only personnel listed below, or subsequently identified and authorized by the Funding Agency Project Manager, shall be reimbursed for performance of the Work. The Funding Agency will not unreasonably delay or withhold subsequent authorization for personnel identified by the Performing Agency to perform the Work, and its failure to notify the Performing Agency in writing of denial of authorization within 10 business days after the Project Manager's receipt of a written request for authorization from the Performing Agency shall be deemed as authorizing those identified personnel to perform the Work.

- Nicole Peirce, Project Manager

- Ryan Webb, Design Engineer
- TBD, Signal and Street Lighting Engineer
- TBD, Engineer of Record
- PBOT Survey Group

G. Project Staffing – Funding Agency: The following Funding Agency personnel are being assigned to perform the Work.

- Kim Moreland, Project Manager I
- Sue Lewis, Project Coordinator II

H. Approvals.

- No work shall be performed and no funds shall be obligated until this Agreement is executed.
- The Performing Agency is not obligated to perform, and the Funding Agency is not authorized to pay for, any work not identified in the Scope of Work and Budget.

I. Project Management.

- The Performing Agency Project Manager will be responsible for coordination and management of the project. Any changes to the Scope of Work and Budget are to be reviewed by the Funding Agency Project Manager.
- The Performing Agency Project Manager will coordinate needs with other bureaus and/or agencies as necessary to complete the Project;
- The Performing Agency Project Manager will provide monthly Project Status Report summaries, or scheduled as agreed to by Performing Agency Project Manager and Funding Agency Project Manager.
- Project Status Reports, including those that may be required in connection with the Business and Workforce Equity Policy, are required to be submitted beginning within 60 days after the Effective Date of this Agreement and thereafter on a monthly basis. A template report shall be discussed and agreed to as part of the Project's kickoff meeting. Project Status Reports are required to be submitted with each invoice describing work completed to date.

J. Public Involvement.

- Where projects require public involvement, PBOT and Prosper Portland will collaborate on design of the public involvement plan that is endorsed by both project managers.
- PBOT and Prosper Portland will keep each other informed of written material (e.g., news releases, brochures, news letters, reports) produced for the Project that are intended for public distribution and will provide adequate time for review and discussion prior to distribution.

- Each project manager will inform the other project manager of inquiry from a media or press representative and make reasonable efforts to consult with the other project manager prior to any verbal or written information on the Project being provided to such a representative; if unable to make a prior consultation, notice will be provided afterwards.

K. Meeting Participation. Each project manager will invite the other to attend all regular or significant Project meetings and to participate in steering, management, or technical advisory committees organized for the Project.

L. Work Product. The Funding Agency Project Manager will, upon his or her request, receive timely copies of all work products, including drawings, specifications, designs, draft and final copies of technical and consultant analysis and reports, construction progress reports, and key correspondence prepared or received during the course of the Project.

M. Subcontractors. A subcontractor is any other entity that the Performing Agency uses to carry out all or part of the Work.

- The Performing Agency will have the sole authority to direct the work of any authorized and approved subcontractors. Subcontractors approved by the Funding Agency Project Manager: *Kim Moreland*
- The Performing Agency and/or any approved subcontractors are not obligated to perform, and the Funding Agency is not authorized to pay for, any work not identified in the Scope of Work and Budget.

N. Regional Arts & Culture Council (RACC) – Percent for Art Program. City Code Section 5.74 sets the policy of the City of Portland to dedicate two percent of the total Eligible Costs, as defined by Code, or two percent of the total Eligible Funds, as defined by Code, of all Improvement Projects, as defined by Code, (whichever is less) to the selection, acquisition, fabrication, installation, maintenance, management, de-accessioning, community education, documentation and registration of Public Art.

- This Agreement includes Eligible Costs for work conducted by the Bureau. The Bureau is responsible for fulfilling the requirement.
- Payments to RACC will be calculated based on the Eligible Costs of an Improvement Project and will be made upon completion of the construction contract.

O. Business and Workforce Equity

- The Business Equity Program of Prosper Portland’s Business and Workforce Equity Policy (the “**Policy**”) shall apply if the Project is anticipated to have hard construction costs greater than \$200,000 and Prosper Portland’s compensation under this Agreement is more than \$100,000. If the Business Equity Program applies, Prosper Portland’s utilization goal for Emerging Small Businesses and Women and Minority owned-businesses (collectively, “**M/W/ESBs**”) is twenty percent (20%) of the hard construction costs of the Project. The Workforce Equity Program of the Policy shall apply if the

Project is anticipated to have hard construction costs greater than \$200,000. If the Workforce Equity Program applies, prime contractor and all subcontractors with subcontracts greater than \$100,000 must comply with the Policy's Workforce Training and Hiring Program to, among other things, ensure that a minimum of twenty percent (20%) of labor hours in each apprenticeable trade performed by the contractor and subcontractors on the Project are worked by state-registered apprentices and to work toward achieving certain Workforce Goals, as such terms and requirements are further described in the Policy attached hereto as **Exhibit C**. The Utilization and Workforce Goals described in the Policy are aspirational only. There will be no legal consequence, including but not limited to termination, damages or liquidated damages, on account of the Performing Agency's failure to realize the goals described in the Policy. Nothing in this Agreement shall require the Performing Agency to discriminate in the award of contracts on the basis of race, sex or other impermissible criterion, or otherwise to violate the law. If the Policy applies, information on utilization will be included in monthly Project Status Reports, as described in Section II above.

3. FUNDING / COMPENSATION / ALLOWABLE COSTS

- A. The Funding Agency shall pay the Performing Agency a sum **not to exceed One Million Dollars (\$1,000,000.00)** for accomplishment of the Work, subject to budget authorization by the Funding Agency.
- B. The funding is from the ICURA.
- C. Funds are authorized FY 2017-18. If the Project funding spans multiple fiscal years, Prosper Portland will encumber the funds as the funds are approved through budget appropriation. All funding is subject to budget appropriation. If the full amount of funds is not authorized in the FY 2017-18 budget, it is acknowledged that contract amounts identified for expenditure in future fiscal years have not been appropriated in the current year budget. If funding has been identified in the Prosper Portland Five-Year Budget Forecast, Prosper Portland staff agrees to recommend to the Prosper Portland Board of Commissioners that the funds identified in the Five-Year Budget Forecast be appropriated in subsequent budgets.
- D. Prosper Portland funds shall only be expended on Tax Increment Financing eligible uses, for example, planning for improvements, design and engineering for improvements, and construction of improvements. Costs for operations, maintenance, and moving transit stock are not typically eligible for Tax Increment Financing.
- E. The Performing Agency may seek reimbursement from the Funding Agency for the following costs, subject to the expenditure of these funds for performance of the Work and within the authorized budget. In certain circumstances, such as advance payment to RACC, the Funding Agency Project Manager may authorize a prepayment of future expense obligations.
 - Direct Costs

- a) Personal Services. Covers reimbursement for direct wages paid to personnel engaged in performance of the Work.
 - b) Benefit Costs. Covers reimbursement for the fully loaded benefit costs associated with direct wages, which represents the actual benefit load attributable to the respective employees.
 - c) Materials & Services. Covers actual costs for the purchase of materials, supplies, and services, or reimbursement of incidental expenses and PBOT or Prosper Portland support staff personal services where the expenditure is for performance of the Work and within the authorized budget.
 - d) Contracted Services. Covers reimbursement for contracted professional or construction services in carrying out the Work and within the authorized budget.
- Indirect Costs. Covers reimbursement for overhead costs at the rate established annually, for PBOT in accordance with City Code Section 5.48 and for Prosper Portland in accordance with Cost Recovery Policy through Resolution 6560.
 - a) This Agreement originated in Fiscal Year 2017-18. For that Fiscal Year, PBOT's rate is 76.07% (SEVENTY-SIX and SEVEN One Hundredths Percent) of Personal Services and Benefit Costs. PBOT Indirect costs pay for generally fixed costs related to the administration and operation, as well as program management costs including Council charges, executive management staff, rent, telephone, power, insurance, office supplies, and equipment.
 - b) This Agreement was originated in Fiscal Year 2017-18. For that Fiscal Year, the Prosper Portland rate is \$18.00 per labor hour of Personal Services and Benefit Costs billed under this Agreement. Prosper Portland Indirect costs pay for generally fixed costs related to the administration and operation of an organization, as well as program management costs including administrative staff, rent, telephone, power, insurance, office supplies and equipment.
 - c) If this Agreement extends to a new Fiscal Year, the Performing Agency Contract Manager shall provide written notification to the Funding Agency Contract Manager of the new Fiscal Year rate.
 - The Funding Agency Project Manager shall be immediately notified of any actual or anticipated variance between the authorized budget and the estimated cost or expenditures described in the Scope of Work and Budget. The parties shall then make a good faith effort to negotiate for a successful modification to this Agreement. Unless this Agreement is modified, the Funding Agency shall not be obligated to make payments for costs that exceed the authorized budget.

- F. Expense Costs.** Expenses, including personal services, incurred for out of town travel, training, educational expenses and equipment purchase are not reimbursable under this Agreement unless mutually agreed to in advance.
- G. Change Management Controlled by Performing Agency.** “Change management” is the process by which the impact of changes is controlled or mitigated and alterations are evaluated, approved, and incorporated into the Scope of Work and Budget. It is required that funds for change management be identified in the Scope of Work and Budget. These funds are intended to be used to accommodate such changes within the specific task or fiscal year. The funds shall be managed by the Performing Agency, which shall notify the project manager and contract manager of the Funding Agency in writing of their use.
- H. Contingency Controlled by Funding Agency.** It is required that an amount for project contingency be identified in the Scope of Work and Budget. Communications regarding events that may lead to the usage of the contingency are described in Section V. B. Use of all or part of the contingency must be approved in writing by the Funding Agency, including underlying change orders.
- I. Savings.** If the actual costs to complete the Project are less than the Budget attached hereto then the difference between the two shall be deemed Savings. Savings shall also include any unused aspect of change management budget and contingency budget. 73% of any Savings identified shall be recognized as a reduction in the amount Funding Agency reimburses Performing Agency.

4. BILLING AND PAYMENT PROCEDURE

- A.** The Performing Agency shall submit to the Funding Agency Project Manager a separate itemized billing for work performed as described in the Scope of Work and Budget for review and approval at least quarterly.
 - In order to receive timely payment, interim billings must be received no later than thirty (30) days following the end of a billing period.
 - Final billings upon termination or early termination of this Agreement need to be received within sixty (60) days of the date of termination. If no bill or interim Project Status Report is received within this time period, the Funding Agency will have no obligation to honor late billings.
- B.** Each billing shall include a Billing Detail Report in a format created and/or approved by the Funding Agency. At a minimum, each billing shall include:
 1. a description of the nature and cost of work accomplished;
 2. the names, rates and hours worked of personnel;
 3. disbursements to consultants, contractors and outside vendors for materials and services; and
 4. any other specific detail or documentation as desired by the Funding Agency Contract Manager, including Equity Guidance compliance, which can be reasonably provided by the Performing Agency.

C. If billings are received with incomplete information or disputed items, the Funding Agency will advise the Performing Agency in writing what specific information is missing or disputed. The Funding Agency will proceed to process payment for items not in dispute.

5. GENERAL

A. Termination.

1. The Termination Date of this Agreement is December 31, 2020.
2. Early Termination of Agreement.
 - a) This Agreement may be terminated at any time by mutual written consent.
 - b) Upon thirty (30) days written notice, either party may terminate this Agreement where the public interest requires work to cease.
 - c) In the event of early termination of this Agreement, the work shall cease promptly and a final billing request submitted within sixty (60) days of the effective date of termination. In the event of early termination, eligible costs incurred through the date of the Agreement's termination will be reimbursed.

B. Change and Conflict Resolution.

1. Every effort has been made to accurately identify the scope, schedule and budget for the Work. The Performing Agency and the Funding Agency recognize that events and conditions may arise that significantly impact the Project. A “significant” impact is one that may require expenditure of the Funding Agency controlled contingency, increase the budget beyond the total authorized budget amount shown in the Scope of Work and Budget, or delay completion of this phase of the Project more than one year. Should either party identify or foresee such a circumstance, both parties agree to the following:
 - a) As soon as practicable, notify both the project manager and contract manager of the other party in writing of the circumstance, its origin and anticipated or confirmed impact.
 - b) Both project managers shall make reasonable efforts to meet within 14 days to identify anticipated or confirmed affects to the Project's scope, schedule and budget.
 - c) Both parties shall seek to reach agreement on any necessary revisions to this IGA as described below in Section V. B. 2.
2. If a dispute arises regarding performance, cost, schedule, scope, quality or other terms and conditions of this Agreement, all parties agree to exercise good faith in expeditiously resolving said conflict in the following manner.
 - a) All conflicts should first be discussed and resolved if at all possible by the project managers specified in Section II.

b) If the conflict cannot be resolved by the project managers, or involves one of the project managers, then the conflict should be elevated to the contract managers specified in Section II for discussion and resolution.

c) Any conflicts not resolved by the contract managers shall be elevated to the contract signatories for discussion and resolution.

C. Compliance with Laws. In connection with its activities under this Agreement, the parties shall comply with all applicable federal, state and local laws and regulations.

D. Indemnification.

Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, PBOT agrees to indemnify, hold harmless and defend, Prosper Portland, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of City, its officers, employees or agents under this Agreement.

Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, Prosper Portland agrees to indemnify, hold harmless and defend, PBOT, its officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of Prosper Portland, its directors, employees or agents under this Agreement.

E. Subcontracting. Work under this Agreement shall not be subcontracted in whole or in part to other than City agencies, without the prior written approval of the Funding Agency Project Manager. The Funding Agency will not unreasonably delay or withhold subsequent authorization for contractors identified by the Performing Agency to perform the Work under the Agreement, and its failure to notify the Performing Agency in writing of denial of authorization within 10 business days after the Funding Agency Project Manager's receipt of a written request for authorization from the Performing Agency shall be deemed as authorizing those identified contractors to perform the Work. The Performing Agency shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Performing Agency as specified in this Agreement. Notwithstanding approval by the Funding Agency Project Manager of a subcontractor, the Performing Agency shall remain obligated for full performance hereunder, and the Funding Agency shall incur no obligation to the subcontractor hereunder. The Performing Agency shall have the sole authority to direct the work of any authorized and approved subcontractors.

F. Ownership of Work Product.

Ownership of any and all plan sets, technical data, documents, plans, designs, drawings, technical data reports, specifications, working papers and other materials produced in connection with this Agreement (the “**Work Product**”) will be handled as described below. Ownership of the Work Product includes all rights, title and

interest, including but not limited to copyright rights of specified Work Products. Notwithstanding anything to the contrary contained herein, the parties acknowledge that section 17.24.085 of the City Code may require that all or part of the Work Product will become the property of the City and be transferred to the City Engineer upon completion of the Project.

1. Except as described in paragraph 2 below, the Performing Agency shall own all Work Product.
2. If the parties determine that the Performing Agency is unable or unwilling to complete the Project, and the Funding Agency determines that a transfer of ownership of the Work Product is necessary in order to effect completion of the Project, upon the Funding Agency's written request the Performing Agency shall assign ownership of the Work Product to the Funding Agency.
3. Regardless of ownership of the Work Product, both parties shall have reasonable access to the Work Product.

G. Delivery / Maintenance of Records. The Performing Agency shall maintain records on a current basis to support its billings to the Funding Agency. The Funding Agency or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the Performing Agency regarding its billings or its work hereunder, for a period of 3 years after completion or termination of this Agreement.

H. Funding Acknowledgement / Signage.

1. Any oral reports made to neighborhood, business, or other civic organizations, as well as to any members of the press shall acknowledge work being done is based on a partnership between PBOT and Prosper Portland and, if appropriate, financed by "*the Interstate Corridor Urban Renewal Project*".
2. For projects involving construction activities funded by Prosper Portland, PBOT shall display a sign near the construction site(s) and readily visible to the public, specifying that the Project is being "*funded by the Prosper Portland's Interstate Corridor Urban Renewal Project*". The sign shall remain in place until construction is complete.

6. Amendments

1. Except as otherwise provided for in this Agreement, PBOT or Prosper Portland may amend this Agreement only in writing signed by the contract signatories.
2. Changes to the Scope of Work and Budget:
 - a) Changes to the Scope of Work and Budget, including changes to scope, schedule, and budget identified in Section I, which do not increase the total compensation under this Agreement, may be made upon written agreement by the project managers identified in Section II of this Agreement.

- b) Changes will not take effect or be binding on either party until agreed to in writing.

VII. Merger Clause

This Agreement contains the entire agreement between Prosper Portland and PBOT. It supersedes all prior written or oral discussions or agreements concerning work to be performed by either party.

[Signature page to follow]

IN WITNESS WHEREOF, PBOT and Prosper Portland have executed this Agreement as of the Effective Date.

CITY OF PORTLAND

PROSPER PORTLAND

Leah Treat, Director, Portland Bureau of
Transportation

Kimberly Branam, Executive Director

(Executed under authority delegated by
Ordinance No. 181631, passed by
Council February 27, 2008, and
amended by Ordinance No. 183429,
passed by Council on January 6, 2010.)

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Prosper Portland Legal Counsel