

Misc. Contracts & Agreements No. 24,705  
Cross Ref. Master Certification Agreement No. 21,492

**AMENDMENT NUMBER 01**  
**Oregon Department of Transportation**  
**LOCAL AGENCY CERTIFICATION PROGRAM**  
**SUPPLEMENTAL PROJECT AGREEMENT**  
**N. LEADBETTER EXTENSION OVERCROSSING (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 "Agency," entered into an Agreement on July 9, 2008. Said Agreement covers modernization improvements on the N. Leadbetter extension overcrossing.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to decrease cost of the Project, increase OTIA funding, attach Exhibit B, and update contact information and language. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

**Terms of Agreement, Paragraph 1, Page 1, which reads:**

1. Under such authority, Agency agrees to make modernization improvements on N. Leadbetter by extension and construction of a new bridge overcrossing the railroad tracks, 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, Agency agrees to make modernization improvements on N. Leadbetter by extension and construction of a new bridge overcrossing the railroad tracks, hereinafter referred to as "Project". A sketch map showing the location and approximate limits of the Project is shown on Exhibit "A" and the Project description, budget and any Special Conditions are shown on Exhibit "B," all of which are attached hereto and by this reference made a part hereof.

**Terms of Agreement, Paragraph 2, Page 1, which reads:**

2. The total estimated cost of the Project is \$10,446,600.

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

2. The total estimated cost of the Project is \$10,043,936.

**Terms of Agreement, Paragraph 3, Page 2, which reads:**

3. A portion of the Project shall be conducted as a part of the High Priority Projects (HPP) Program under Title 23, United States Code, which incorporated the Safe,

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Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Act of 2005. The High Priority Projects funds available for the project are estimated at \$2,646,600. The federal pro-rata funding for the portion funded by HPP funds is 89.73 percent and provided federal funds will be subject to annual obligation limitations and possible rescissions.

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

3. A portion of the Project shall be conducted as a part of the High Priority Projects (HPP) Program under Title 23, United States Code, which incorporated the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Act of 2005. The High Priority Projects funds available for the project are estimated at \$1,716,597. The federal pro-rata funding for the portion funded by HPP funds is 89.73 percent and provided federal funds will be subject to annual obligation limitations and possible rescissions.

**Terms of Agreement, Paragraph 6, Page 2, which reads:**

6. A portion of the Project shall be conducted as a part of the 2003 Oregon Transportation Investment Act (OTIA) Modernization Program. The OTIA funds shall be limited to \$4,857,307.

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

6. A portion of the Project shall be conducted as a part of the 2003 Oregon Transportation Investment Act (OTIA) Modernization Program. The OTIA funds shall be limited to \$5,384,646.

**Terms of Agreement, Paragraph 11, Page 3, which reads:**

11. State's Project Liaison for this Agreement is Mark Foster, Regional Local Agency Liaison, 123 NW Flanders, Portland, OR 97209, Phone 503-731-8288 or an individual designated by the State's Region 1 Manager in the event of the unavailability of the aforementioned individual.

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

11. State's Project Liaison for this Agreement is Riad Alharithi, Regional Local Agency Liaison, 123 NW Flanders Street, Portland, OR 97209, (503) 731-8276, riad.alharithi@odot.state.or.us or an individual designated by the State's Region 1 Manager in the event of the unavailability of the aforementioned individual.

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**Terms of Agreement, Paragraph 12, Page 3, which reads:**

12. Agency's Project Liaison for this Agreement is Kathryn Levine, 1120 SW 5<sup>th</sup> Avenue, Portland, OR 97204, Phone 503-823-7085 or an individual designated by the Agency in the event of the unavailability of the aforementioned individual.

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

12. Agency's Project Liaison for this Agreement is Dan Layden, 1120 SW 5<sup>th</sup> Avenue, Room 800, Portland, OR 97204, (503) 823-2804, dan.layden@portlandoregon.gov or an individual designated by the Agency in the event of the unavailability of the aforementioned individual.

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 2010-2013 Statewide Transportation Improvement Program, (Key #13990) that was approved by the Oregon Transportation Commission on December 16, 2010 (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 \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By \_\_\_\_\_  
Auditor

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

APPROVED AS TO FORM

By James H. Van Dyke  
Agency Counsel

CITY ATTORNEY

Date 3/15/2012

**Agency Contact:**

Dan Layden, Project Manager  
1120 SW 5<sup>th</sup> Avenue, Room 800  
Portland, OR 97204  
(503) 823-28204  
dan.layden@portlandoregon.gov

**State Contact:**

Riad Alharithi, Local Agency Liaison  
123 NW Flanders Street  
Portland, OR 97209  
(503) 731-8276  
riad.alharithi@odot.state.or.us

**STATE OF OREGON**, 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: \_\_\_\_\_

**EXHIBIT B**

**N. Leadbetter Extension Over-crossing (Portland)**

Construct a grade separation structure approximately 676-feet long over the BNSF railroad tracks with two 14-foot shared roadway/bicycle lanes and two seven foot wide raised sidewalks.

| <u>Project Cost Estimate</u>     |                     | <u>Project Financing</u> |                     |
|----------------------------------|---------------------|--------------------------|---------------------|
| Preliminary engineering & design | \$ 1,101,310        | HPP                      | \$ 1,716,597        |
| Right-of-way purchase            | \$ 0                | OTIA                     | \$ 5,384,646        |
| Construction                     | <u>\$ 8,942,626</u> | STP-UR                   | <u>\$ 2,942,693</u> |
| Total                            | \$10,043,936        | Total                    | \$10,043,936        |