

AMENDMENT NO. 01
2003 OREGON TRANSPORTATION INVESTMENT ACT MODERNIZATION
PROGRAM AGREEMENT
SW Harbor Drive/SW River Parkway Intersection Improvements

The STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and the CITY OF PORTLAND, acting by and through its elected officials, hereinafter referred to as "City," entered into an Agreement on June 7, 2010. Said Agreement covers modernization improvements to the intersection and approaches of SW Harbor Drive and SW River Parkway.

It has now been determined by ODOT and CITY that the Agreement referenced above shall be amended to extend the construction and Project completion dates. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

Insert new TERMS OF AGREEMENT, Paragraph 7, Page 3, to read as follows:

7. City and the Tri-County Metropolitan Transportation District of Oregon (TriMet) entered into Intergovernmental Agreement for Construction Phase Scope Transfers Between SW Moody Improvement Project, SW Harbor Drive/SW River Parkway Project, and Portland-Milwaukie Light Rail Project (TriMet Contract Number GH120253LE). Under this agreement, due to the overlapping nature of the projects, the Parties can transfer project scope and funding between the Moody Project, Harbor Project, and Portland-Milwaukie Light Rail (PMLR) Project in order to better coordinate construction and delivery of these projects. City and TriMet agreed that TriMet will perform Harbor/River Parkway intersection improvements, improvements on the multi-use path underneath the PMLR structure, and install illumination on the multi-use path, which are all part of this OTIA Project. ODOT will pay City \$250,000 of the \$3,000,000 of OTIA money within forty-five (45) days of execution of Amendment No. 1 to this Agreement, which City will then use to pay TriMet for making these improvements.

CITY Obligations, Paragraph 4a, Page 4, which reads:

4. City shall provide ODOT with sufficient information to complete a Project prospectus to ensure ODOT can track the Project using ODOT's reporting systems.
 - a. City shall submit documentation to ODOT's Project Liaison that shows that City has met the Project key milestones. The Project key milestones, dates, and required documentation are shown below:

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- i. Anticipated Bid Let Date Quarter/Year: **2nd Qtr 2011**
- ii. Documentation: **Copies of the bid results including awarded bid amount and awarded contractor name.**
- iii. Contract Award: **March 2011**
- iv. Documentation: **Notice to contractor regarding award of contract.**
- v. Construction Completion: **March 30, 2012**
- vi. Documentation: **A letter from City indicating that all required construction work is satisfactorily completed and open to traffic.**
- vii. Project Completion: **June 30, 2012**
- viii. Documentation: **Letter from City indicating that the Project is complete and accompanied by City's final billing to ODOT. Include final accounting of all funds expended –vs– budgeted.**

Shall be deleted in its entirety and replaced with the following (4b, 4c, 4d and 4e shall remain unchanged from the current language):

- 4. City shall provide ODOT with sufficient information to complete a Project prospectus to ensure ODOT can track the Project using ODOT's reporting systems.
 - a. City shall submit documentation to ODOT's Project Liaison that shows that City has met the Project key milestones. The Project key milestones, dates, and required documentation are shown below:
 - i. Anticipated Bid Let Date Quarter/Year: **2nd Qtr 2011**
 - ii. Documentation: **Copies of the bid results including awarded bid amount and awarded contractor name.**
 - iii. Contract Award: **March 2011**
 - iv. Documentation: **Notice to contractor regarding award of contract.**
 - v. Construction Completion: **October 31, 2015**

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- vi. Documentation: **A letter from City indicating that all required construction work is satisfactorily completed and open to traffic.**
- vii. Project Completion: ***December 2015***
- viii. Documentation: **Letter from City indicating that the Project is complete and accompanied by City's final billing to ODOT. Include final accounting of all funds expended –vs– budgeted.**

Insert new, CITY Obligations, Paragraph 7, to read as follows:

- 7. City agrees that TriMet shall obtain a miscellaneous permit to occupy ODOT right of way through the ODOT District 2B office prior to commencement of work by TriMet on State right of way.

CITY Obligations, Paragraphs 7 through 33, shall be hereinafter re-numbered as Paragraphs 8 through 34.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when 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 acknowledges 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 2008-2011 Statewide Transportation Improvement Program, (Key #16972) that was approved by the Oregon Transportation Commission on October 21, 2009 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

City/ODOT
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CITY OF PORTLAND, by and through its
elected officials

By _____
Mayor

Date _____

By _____
Auditor

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
City Counsel
James H. Van Dyke
CITY ATTORNEY

Date 3/6/2012

CITY Contact:

Ross Swanson
1120 SW 5th Avenue, Ste 800
Portland, OR 97204
Phone: 503-823-6829
Email: ross.swanson@portlandoregon.gov

ODOT Contact:

Robyn Bassett
123 NW Flanders Street
Portland, OR 97209
Phone: 503-731-8469
Email: robyn.bassett@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer

Date _____

By _____
Region 1 Manager

Date _____

By _____
District 2B Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date: _____