

**AMENDMENT NUMBER 02**  
**INTERGOVERNMENTAL AGREEMENT**  
**I-84 Sullivan's Gulch Pedestrian/Bike Bridge**  
***City of Portland***

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" or "ODOT," and the **City of Portland**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on September 6, 2018 and Amendment No. 1 entered into on November 5, 2020.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to update the estimated State services for the Project and cost of services.

**Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

**1. Amendment to Agreement.**

**Revised Exhibit A shall be deleted in its entirety and replaced with the attached Second Revised Exhibit A. All references to "Revised Exhibit A" shall hereinafter be referred to as "Second Revised Exhibit A."**

**TERMS OF AGREEMENT, Paragraph 1, Page 1, which reads:**

Under such authority, State and Agency agree to State performing engineering review, project management coordination, and inspection services for the Project. A more detailed description and estimate of the services are set forth in Exhibit A, attached hereto and by this reference made a part hereof. Payment for said services shall not exceed a maximum amount of \$130,000 in Agency funds.

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

Under such authority, State and Agency agree to State performing engineering review, project management coordination, and inspection services for the Project. A more detailed description and estimate of the services are set forth in Exhibit A, attached hereto and by this reference made a part hereof. Payment for said services shall not exceed a maximum amount of \$250,000 in Agency funds.

**TERMS OF AGREEMENT, Paragraph 2, Page 1, which reads:**

The total State work for the Project is estimated to be \$117,000, which is subject to change. Total State costs will not exceed \$130,000 without an amendment to this Agreement. The Project will be financed by the Agency.

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

The total State work for the Project is estimated to be \$225,480, which is subject to change. Total State costs will not exceed \$250,000 without an amendment to this Agreement. The Project will be financed by the Agency.

**AGENCY OBLIGATIONS, Paragraph 1, Page 2, which reads:**

In consideration for the services performed by State, Agency agrees to pay State within forty-five (45) days of receipt of any Project invoice. Said amount shall include reimbursement for all expenses up to a maximum amount of \$130,000. If State thinks it will exceed the estimate included in Exhibit A, it will notify Agency's Project leader. Travel expenses will not be reimbursed.

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

In consideration for the services performed by State, Agency agrees to pay State within forty-five (45) days of receipt of any Project invoice. Said amount shall include reimbursement for all expenses up to a maximum amount of \$250,000. If State thinks it will exceed the estimate included in Exhibit A, it will notify Agency's Project leader. Travel expenses will not be reimbursed.

**STATE OBLIGATIONS, Paragraph 2, Page 5, which reads:**

State shall send Agency monthly invoices detailing work done on the Project and requesting payment of the services listed in Exhibit A. Payment will not exceed \$130,000. If State thinks it will exceed the estimate included in Exhibit A, it will notify Agency's Project leader. Travel expenses will not be reimbursed.

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

State shall send Agency monthly invoices detailing work done on the Project and requesting payment of the services listed in Exhibit A. Payment will not exceed \$250,000. If State thinks it will exceed the estimate included in Exhibit A, it will notify Agency's Project leader. Travel expenses will not be reimbursed.

2. **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.
3. **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.

**CITY OF PORTLAND**, by and through  
its elected officials

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL (If  
required in Agency's process)**

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**

Dan Layden  
1120 SW 5<sup>th</sup> Ave Ste 1300  
503 823-2804  
Dan.layden@portlandoregon.gov

**State Contact:**

Kristen Stallman  
123 NW Flanders Street  
Portland, OR 97209  
503-731-4957  
Kristen.stallman@odot.state.or.us

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

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

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 1 Maintenance & Operations  
Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

**SECOND REVISED EXHIBIT A**  
**Estimated ODOT Staff Services and Budget**

The table is an estimate of the hours and cost of ODOT staff time for the Project. State and Agency will work together to complete this Project and if State thinks it will exceed this estimate, it will notify Agency's project leader. ODOT may use different staff based on availability to cover a given discipline at its discretion.

Sullivan's Gulch Bridge - ODOT Estimate					
Staff	Discipline	Task	Hours	Rate	
Zachary Horowitz	Traffic		130	\$80	\$10,400
Robert Tovar	Bridge	Start Up	20	\$80	\$1,600
Xu Liantao	Bridge	DAP	35	\$80	\$2,800
	Bridge	Preliminary	60	\$80	\$4,800
	Bridge	Final	40	\$80	\$3,200
	Bridge	PS&E	20	\$80	\$1,600
	Bridge	Meetings	30	\$80	\$2,400
Tina Gutierrez	ROW		8	\$80	\$640
Fred Gullixson	Geology		25	\$80	\$2,000
Tom Braibish	Geo Tech		25	\$80	\$2,000
David McDonald	Hydro		25	\$80	\$2,000
Teresa Nowicki	HazMat		25	\$80	\$2,000
Cory Hamilton	Maintenance	Meetings	25	\$80	\$2,000
Tom McConnell	Environmental		8	\$80	\$640
Shelli Romero	Community		80	\$80	\$6,400

EXHIBIT A

	Affairs				
Chris Bores	Roadway		25	\$80	\$2,000
Ron Larson	Construction		25	\$80	\$2,000
Steve Muma	Survey		25	\$80	\$2,000
<b>SUBTOTAL</b>			<b>631</b>		<b>\$50,480</b>
<b>FULL WEEKEND CLOSURE Coordination</b>					
Maintenance Staff					\$30,000
TMOG					\$15,000
Mobility					\$5,000
Public information officer					\$5,000
Community Affairs					\$10,000
Traffic					\$10,000
<b>SUBTOTAL</b>					<b>\$75,000</b>
<b>Specialty Inspection</b>					
Lab work					30,000
Inspection Services					70,000
<b>SUBTOTAL</b>					<b>\$100,000</b>
<b>TOTAL</b>					<b>\$225,480</b>