

2003 OREGON TRANSPORTATION INVESTMENT ACT
Local Grant Agreement
City of Portland OTIA III Local Agency Bridges
Amendment No. 1

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as "ODOT", and CITY OF PORTLAND, acting by and through its elected officials, hereinafter referred to as "Agency", entered into an Agreement on May 25, 2004. Said Agreement covers City of Portland OTIA III Local Agency Bridges.

It has now been determined by ODOT and Agency that the Agreement referenced above, although remaining in full force and effect, shall be amended to extend the time, revise Exhibit A, update language and add the replacement of Bridge No. 001696, North Vancouver. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

Exhibit A is deleted in its entirety and hereby replaced with Exhibit A1, attached hereto and by this reference made a part hereof. All references to Exhibit A shall hereinafter be referred to as Exhibit A1.

Paragraph 3 of RECITALS, Page 1, which reads:

3. By the authority granted in ORS 190.110, 366.770 and 366.775 state agencies may enter into agreements with counties, cities and units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

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

3. By the authority granted in ORS 190.110, 366.572 and 366.576, state agencies may enter into agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

Insert new RECITALS, Paragraph 5, to read as follows:

5. The Local Agency Bridge Selection Committee (LABSC) determined at its April 30, 2007 meeting that Agency will be paid up to an additional \$10,424,000 in Oregon Transportation Investment Act (OTIA) III funding for Bridge Number 001696, (N Vancouver Avenue over Columbia Slough) conditioned upon the availability of additional funds from costs savings on other OTIA III bridge projects. This project was not part of the proposed bridge project package initially submitted to ODOT when the Oregon Transportation Commission (OTC) selected the projects to be

funded under the 2003 OTIA Local Bridge Program at its March 3, 2004 meeting; however, was approved by the OTC at its December 12, 2007 meeting.

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

1. Agency shall construct the individual bridge replacement and repair projects, **N. Burgard St over Abandoned Railroad, SE Foster Rd over Johnson Creek and NE 33rd Ave over Columbia Slough** described in attached Exhibit A, hereinafter referred to collectively as "Agency Project". A bridge replacement and repair project description, cost estimate and schedule is shown on Exhibit "A", attached hereto and by this reference made a part hereof.

Shall be deleted in its entirety and amended to read:

1. Agency shall construct the individual bridge replacement projects, **N. Burgard St over Abandoned Railroad, SE Foster Rd over Johnson Creek, NE 33rd Ave over Columbia Slough and N. Vancouver Avenue over Columbia Slough** described in Exhibit A1, hereinafter referred to collectively as "Agency Project". A bridge replacement and repair project description, cost estimate and schedule is shown on Exhibit A1, attached hereto and by this reference made a part hereof.

Paragraph 2 of TERMS OF AGREEMENT, Page 2, which reads:

2. The total estimated cost of the Agency Project is \$4,705,000. The grant amount shall be limited to \$4,705,000. It is anticipated that any investment earnings associated with investment of the grant proceeds plus the grant amount will not exceed the estimated cost of the Agency Project. Agency shall be responsible for all costs, including inflationary cost increases, in excess of grant amount and any investment earnings. Exhibit A identifies the estimated cost and grant share for each individual bridge project.

Shall be deleted in its entirety and amended to read:

2. The total estimated cost of the Agency Project is \$4,705,000. The grant amount shall be limited to \$4,705,000. It is anticipated that any investment earnings associated with investment of the grant proceeds plus the grant amount will not exceed the estimated cost of the Agency Project. Agency shall be responsible for all costs, including inflationary cost increases, in excess of grant amount and any investment earnings. Exhibit A1 identifies the estimated cost and grant share for each individual bridge project. Should additional funds become available, ODOT will increase funds up to \$10,424,000 to cover the cost of replacing the N. Vancouver over Columbia Slough Bridge (Bridge No. 001696). Should additional funds be added, under no circumstances will the new total grant amount exceed \$15,129,000. ODOT and Agency Program Liaisons identified in this Agreement shall have authority to add

funds to the Agreement by amending the grant amount in Exhibit A, and signing and dating Exhibit A1. Future amendments to Exhibit A1 increasing the grant amount will be identified as Exhibit A2, Exhibit A3, etc. ODOT shall send a copy of each fully signed Exhibit A1 to Agency and ODOT's Office of Procurement. Amendments to this Agreement, other than the grant amount, will require complete review, approval, and execution by the original signatories.

Insert new TERMS OF AGREEMENT, Paragraph 5, to read as follows:

5. Five other agencies are in line to receive unused OTIA III funds prior to Agency receiving funds. (Douglas County - \$2,195,000, Clackamas County - \$3,235,149, Polk County - \$875,00, Multnomah County - \$3,000,000, and Morrow County - \$308,800). When funds become available, Agency will receive \$1,256,000. After Agency receives the OTIA III allocation three other local agencies are in line to receive unused OTIA III funds before Agency receives additional funds (City of Pendleton - \$376,320; Morrow County - \$308,800, and Josephine County - \$2,941,000). After allocation to the three agencies identified, Agency is in line to receive \$140,000 for Right of Way and the following amounts for construction \$7,594,675, \$130,240 and \$1,505,282 as funds become available.

Insert new TERMS OF AGREEMENT, Paragraph 6, to read as follows:

6. Agency understands that no additional OTIA III grant funds beyond \$4,705,000 will be available until an amendment to this Agreement, revising Exhibit A, is signed by both Parties to allow additional funds to be added to the Project should they become available.

Paragraph 2 of ODOT OBLIGATIONS, Page 2, which reads:

2. ODOT shall provide grant money to Agency in an amount not to exceed \$4,705,000 to cover Agency Project costs described in this Agreement. Under no condition shall ODOT's total obligation for grant money for this Agency Project exceed the stated amount, including all expenses, nor shall ODOT have any other obligation to supply funds for Agency Project. ODOT will disperse the grant funds to Agency through an electronic fund transfer within 2-7 days after the closure of the bond sale, or of the date of signature by all parties to this Agreement, if that date is later than the bond sale closure.

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

2. ODOT shall provide grant money to Agency in an amount not to exceed \$4,705,000 to cover Agency Project costs described in this Agreement. Should additional funds become available, ODOT will increase funds by up to an additional \$10,424,000 to cover the cost of replacing the N. Vancouver Ave. over Columbia Slough Bridge.

No. 001696. Should additional funds be added, under no circumstances will the new total grant amount exceed \$15,129,000, including all expenses. If funds do not become available, ODOT is under no obligation to provide additional funds. Before ODOT disburses any additional funds that may become available, ODOT and Agency must sign an amended Exhibit A as described in Terms of Agreement, Paragraph 6, above.

Paragraph 5 of ODOT OBLIGATIONS, Page 3, which reads:

5. ODOT's Program Liaison for this Grant Agreement is: Local Government Section Manager, 355 Capitol Street NE, Room 222, Salem, OR 97301-3871; 503-986-2789.

Shall be deleted in its entirety and amended to read:

5. ODOT's Project Liaison for this Grant Agreement is ODOT's Highway Finance Manager; 355 Capitol Street NE, Room 212, Salem, OR 97301-3871; telephone 503-986-3880, or assigned designee upon absence of said individual.

Paragraph 5 of AGENCY OBLIGATIONS, Page 4, which reads:

5. Agency agrees to comply with all Federal, State, and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which hereby are incorporated by reference.

Shall be deleted in its entirety and amended to read:

5. Agency agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, which hereby are incorporated by reference

Insert new AGENCY OBLIGATIONS, Paragraph 16, to read as follows:

16. Agency's Project Liaison for this Agreement is David O'Longaigh, Supervising Engineer; City of Portland, Office of Transportation, 1120 SW 5th Avenue, Suite 800, Portland, OR 97204, telephone (503)-823-0371; david.olongaigh@pdxtrans.org, or assigned designee upon absence of said individual.

Paragraph 6 of GENERAL PROVISIONS, , page 7, which reads:

6. Agency shall maintain records of the Agency Project, including all payments made out of the Agency Project Fund. Agency acknowledges and agrees that ODOT, the Secretary of State's Office of the State of Oregon, the federal government, and their

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duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.

Shall be deleted in its entirety and amended to read:

6. Agency shall maintain records of the Agency Project, including all payments made out of the Agency Project Fund. Agency acknowledges and agrees that ODOT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.

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.

Except as expressly amended above, all other terms and conditions of the Agreement are still in full force and effect. The Parties certify that the representations, warranties and certifications contained 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.

SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

On December 12, 2007, the Oregon Transportation Commission added the N. Vancouver Ave over Columbia Slough Bridge No. 001696, to the OTIA III Program. The bridge will be funded with Local OTIA III unspent funds that have been returned by local agencies, should the funds become available.

The Oregon Transportation Commission on March 3, 2004 authorized the Director to approve and execute OTIA III agreements.

CITY OF PORTLAND, by and through its
elected officials

By _____
Mayor

Date _____

By _____
Auditor

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Agency Counsel

Date _____

Agency Contact:
David O'Longaigh, Supervising Engineer
City of Portland-Office of Transportation
1120 SW 5th Avenue, Suite 800
Portland, OR 97204
Phone:(503)-823-0371
david.olongaigh@pdxtrans.org

STATE OF OREGON, by and through
its Department of Transportation

By _____
Director

Date _____

APPROVAL RECOMMENDED

By _____
Darel Capps, Highway Finance Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date: _____

State Contact:
Darel Capps
Highway Finance Manager
355 Capitol Street NE, Rm 212
Salem, OR 97301-8971
Phone: 503-986-3880
Email: darel.f.capps@odot.state.or.us

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EXHIBIT A1

**OTIA III BRIDGE PROJECT(S) DESCRIPTION
 City of Portland OTIA III Local Agency Bridges**

PROJECT DESCRIPTION(S)

Bridge Numbers	Descriptions
08686	Replace Bridge No. 08686
11086	Replace Bridge No. 11086 (Foster Rd over Johnson Creek)
25T12A	Replace Bridge No. 25T12A (NE 33 rd Ave over Columbia Slough)
001696	Replace Bridge 001696 (N Vancouver Avenue over Columbia Slough)

ESTIMATED PROJECT SCHEDULE

Bridge Number	Begin Engineering	Begin R/W Acquisition	Construction Contract Award	Construction Completion Date
08686	9/1/04	1/1/05	6/1/05	12/1/06
11086	1/1/06	7/1/06	1/1/07	12/1/08
25T12A	7/1/04	1/1/05	12/1/05	12/1/07
001696	5/1/09	8/1/09	2/1/2010	2/1/2011

PROJECT COMPLETION DATE: May 1, 2011

PROJECT COST ESTIMATE

Bridge Number	Preliminary Engineering	Right of Way Acquisition	Construction	TOTAL
08686	\$189,000	\$50,000	\$1,206,000	\$1,445,000
11086	\$222,000	\$50,000	\$1,149,000	\$1,421,000
25T12A	\$240,000	\$50,000	\$1,549,000	\$1,839,000

GRANT AMOUNT = \$4,705,000

SHOULD FUNDING BECOME AVAILABLE AND ADDED TO THIS AGREEMENT, BRIDGE 06554 WILL BE FUNDED AS FOLLOWS:

Bridge Number	Preliminary Engineering	Right of Way Acquisition	Construction	TOTAL
001696	\$1,256,000	\$140,000	\$9,028,000	\$10,424,000

SHOULD FUNDING BECOME AVAILABLE AND ADDED TO THIS AGREEMENT, AND BRIDGE 001696 IS FUNDED AS DESCRIBED ABOVE, THE GRANT AMOUNT SHALL NOT EXCEED \$15,129,000.