

**AMENDMENT NUMBER 01**  
**2003 OTIA ACT MODERNIZATION PROGRAM AGREEMENT**  
**NE 47<sup>th</sup> Intersection Roadway 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 May 16, 2007. Said Agreement covers CITY shall make modernization improvements at the intersection of NE 47th and Columbia Boulevard.

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

**Recitals, Paragraph 3, Page 1 which reads:**

3. By the authority granted in ORS 190.110 and, 777.112 state agencies may enter into cooperative agreements with 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 amended to read:**

3. By the authority granted in ORS 190.110, 366.572 and 366.576, state agencies may enter into cooperative 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.

**CITY Obligations, Paragraph 3a, Page 2 and 3 which reads:**

- 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. Planning documents : **January, 2009**
  - ii. Anticipated Bid Let Date Quarter/Year: **1st Quarter 2009**
  - iii. Documentation: **Copies of the bid results including awarded bid amount and awarded contractor name.**
  - iv. Contract Award: **May, 2009**

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- v. Documentation: **Notice to contractor regarding award of contract.**
- vi. Construction Completion: **December, 2009**
- vii. Documentation: **A letter from CITY indicating that all required construction work is satisfactorily complete and open to traffic.**
- viii. Project Completion: **June, 2010**
- ix. Documentation: **Letter from CITY indicating that the Project is complete and accompanied by CITY's final billing to State. Include final accounting of all funds expended –vs.– budgeted.**

**Shall be deleted in its entirety and amended to read:**

- 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. Planning documents : 08/10/2009
  - ii. Anticipated Bid Let Date Quarter/Year: 09/17/2009
  - iii. Documentation: Copies of the bid results including awarded bid amount and awarded contractor name.
  - iv. Contract Award: 09/25/2009
  - v. Documentation: Notice to contractor regarding award of contract.
  - vi. Construction Completion: 03/03/2010
  - vii. Documentation: A letter from CITY indicating that all required construction work is satisfactorily complete and open to traffic.
  - viii. Project Completion: 03/31/2010
  - ix. Documentation: Letter from CITY indicating that the Project is complete and accompanied by CITY's final billing to State. Include final accounting of all funds expended –vs. – budgeted.

**ODOT Obligations, Paragraph 3, Page 6 and 7 which reads:**

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3. ODOT's Project Liaison for this Agreement is Sandy Van Bommel, 123 NW Flanders Street, Portland, OR 97209, phone: 503.731.8504 or an individual designated by the ODOT's Region Manager in the event of the unavailability of the aforementioned individual. ODOT's Liaison shall:
  - a. Receive any notices provided by CITY under this Agreement.
  - b. Review and process for payment, all eligible, actual Project costs incurred within thirty (30) days of the date of receipt of CITY's invoices by ODOT.
  - c. Advise CITY, at CITY's request, on matters affecting the Project.
  - d. ODOT's Project Liaison is granted the authority to enter into and execute formal amendments to this Agreement when revisions to the Project schedule are deemed necessary by the Project review team.

**Shall be deleted in its entirety and amended to read:**

3. ODOT's Project Liaison for this Agreement is Robyn Bassett, 123 NW Flanders Street, Portland, OR 97209, phone: 503.731.8469 or an individual designated by the ODOT's Region Manager in the event of the unavailability of the aforementioned individual. ODOT's Liaison shall:
  - a. Receive any notices provided by CITY under this Agreement.
  - b. Review and process for payment, all eligible, actual Project costs incurred within thirty (30) days of the date of receipt of CITY's invoices by ODOT.
  - c. Advise CITY, at CITY's request, on matters affecting the Project.
  - d. ODOT's Project Liaison is granted the authority to enter into and execute formal amendments to this Agreement when revisions to the Project schedule are deemed necessary by the Project review team.

**The following General Provisions Paragraph which reads:**

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

**Shall be deleted in its entirety and amended to read:**

**The Parties**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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This Project is in the 2008-2011 Statewide Transportation Improvement Program, (Key #13987) that was approved by the Oregon Transportation Commission on November 14, 2007.

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

**CITY OF PORTLAND**, by and through its  
Executive Director

By \_\_\_\_\_  
Commissioner of Public Utilities

Date \_\_\_\_\_

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
City Counsel

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

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

Date: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy Director, Highways

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Technical Services Manager/Chief Engineer

Date \_\_\_\_\_

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

Date \_\_\_\_\_

By \_\_\_\_\_  
District 2B Manager

Date \_\_\_\_\_