

**AMENDMENT NUMBER 01
2003 OTIA ACT MODERNIZATION PROGRAM AGREEMENT
NE Alderwood Road Air Cargo Access Improvements
at 82nd Avenue and Cornfoot Road**

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 15, 2007. Said Agreement covers CITY modernization improvements to widen and channelize NE Alderwood Road at the intersection with 82nd Avenue and Cornfoot Rd and widen NE Cornfoot Rd and the intersection with NE Alderwood Rd.

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, as previously amended, are still in full force and effect.

Recitals, Paragraph 3, Page 1 which reads:

3. By the authority granted in ORS 190.110 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:

3. CITY shall provide ODOT with sufficient information to complete a Project prospectus to ensure ODOT can track the Project using State'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: *3rd/2008*
 - ii. Documentation: Copies of the bid results including awarded bid amount and awarded contractor name.

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- iii. Contract Award: 4th/2008
- iv. Documentation: Notice to contractor regarding award of contract.
- v. Construction Completion: 3rd/2009
- vi. Documentation: A letter from CITY indicating that all required construction work is satisfactorily completed and open to traffic.
- vii. Project Completion: 4th/2009
- viii. 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:

- 3. CITY shall provide ODOT with sufficient information to complete a Project prospectus to ensure ODOT can track the Project using State'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: May 19, 2009
 - ii. Documentation: Copies of the bid results including awarded bid amount and awarded contractor name.
 - iii. Contract Award: September 28, 2009
 - iv. Documentation: Notice to contractor regarding award of contract.
 - v. Construction Completion: March 4, 2010
 - vi. Documentation: A letter from CITY indicating that all required construction work is satisfactorily completed and open to traffic.
 - vii. Project Completion: June 4, 2010
 - viii. 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:

3. ODOT's Project Liaison for this Agreement is Sandy Richards, 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.

General Provisions, Paragraph 5, Page 8 which reads:

5. CITY acknowledges and agrees that State, the Secretary of State's Office of the State of Oregon, and their duly authorized representatives shall have access to the books, documents, papers, and records of CITY which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.

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Shall be deleted in its entirety and amended to read:

- 5 CITY acknowledges and agrees that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of CITY which are directly pertinent to this 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 will be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.

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.

This Project is in the 2008-2011 Statewide Transportation Improvement Program, (Key #13988) 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.

SIGNATURE PAGE TO FOLLOW

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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 _____
Executive Director

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
City of Portland Counsel

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 _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date: _____