

**2003 OREGON TRANSPORTATION INVESTMENT ACT MODERNIZATION  
PROGRAM AGREEMENT  
SW Harbor Drive/SW River Parkway Intersection Improvements**

THIS AGREEMENT is made and entered into by and between 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 "City", both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. Southwest Harbor Drive (Marquam Freeway Connection No. 61AA and Pacific Highway West Connection No. 91AA), hereinafter referred to as "Harbor Drive", is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission and Southwest River Parkway is a part of the city street system under the jurisdiction and control of City.
2. The 2003 Oregon Transportation Investment Act Program (OTIA), hereinafter referred to as the "2003 OTIA Modernization Program", provides funding for modernization projects chosen by the Oregon Transportation Commission.
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.
4. By the authority granted in ORS 810.210, ODOT is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where ODOT deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than ODOT, except with its written approval. Any traffic signal work on this Project will conform to the current ODOT standards and specifications.
5. By the authority granted in ORS 366.425, ODOT may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the ODOT. When said money or a letter of credit is deposited, ODOT shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.

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6. In August 2005, the Oregon Transportation Commission approved the projects to be funded under the 2003 OTIA Modernization Program as part of the 2006-2009 Statewide Transportation Improvement Program development process. This selection included City's Project, I-5 @ N Macadam project. Subsequently, an amendment to the STIP was requested and granted on October 21, 2009 to split the granted funding for that project between two projects: SW Harbor Dr/SW River Parkway Improvements and SW Moody Avenue: SW River Parkway – SW Gibbs Street. SW Harbor Dr/SW River Parkway Improvements is the subject project for this Agreement, as described herein.
7. The improvements described herein are part of City and ODOT plans to improve transportation access to and from the adjacent freeway systems to and from the rapidly growing urban area of the South Waterfront District. Such access is necessary for expected growth of the District.
8. ODOT and the City have agreed that ODOT shall eliminate a portion of SW Harbor Drive from the state highway system from a point south of the intersection with SW River Parkway north to Naito Parkway. The Jurisdictional Transfer Agreement, No. 710, is in the final review and approval process, but it and the Jurisdictional Transfer documents may not be completed before the Project is scheduled to begin. The Parties have agreed to the progress of this Project contingent upon the conditions described in this document.

**NOW THEREFORE**, the premises being in general as stated in the foregoing recitals, it is agreed by and between the Parties hereto as follows:

#### **TERMS OF AGREEMENT**

1. City shall make modernization improvements to the intersection and approaches of SW Harbor Drive and SW River Parkway Intersection, hereinafter referred to as "Project", which include an additional southbound left turn lane to SW River Parkway, lengthen the taper to the existing northbound right turn lane to SW River Parkway and add an additional eastbound lane along SW River Parkway to SW Moody, signals improvements, bike and pedestrian facilities, signage and drainage and additional water control features. A Project description, budget, and sketch map showing the location and approximate limits of the Project is shown on Exhibit "A", attached hereto and by this reference made a part hereof.
2. The total estimated cost of the Project is \$5,389,000. The budget is shown on Exhibit "A".
3. The 2003 OTIA Modernization Program funds shall be limited to \$3,000,000. City shall be responsible for all costs in excess of the 2003 OTIA Modernization Program funded amount for this Project.

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4. This Agreement shall become effective on the date all required signatures are obtained and shall be completed according to the schedule outlined in City Obligations, Paragraph 4, or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner. Only work begun after the effective date of this Agreement is eligible for reimbursement with 2003 OTIA Modernization Program funds.
5. City and ODOT have a joint obligation to ensure timely expenditure of 2003 OTIA Modernization Program monies and to comply with the provisions of the bonds that finance the 2003 OTIA Modernization Program.
6. The funds available under the 2003 OTIA Modernization Program are State Highway Funds. To be eligible for reimbursement under the 2003 OTIA Modernization Program, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution.

#### **CITY OBLIGATIONS**

1. City, or its consultant, shall conduct the necessary engineering and design work required to produce final plans, specifications and cost estimates; obtain all required permits; arrange for all utility relocations or reconstruction, if any, required for Project in compliance with the standards in City Obligations, Paragraph 22 perform all construction engineering, including all required materials testing and quality documentation; prepare all bid documents; advertise and award all contracts; provide Project management services; and other necessary functions for administration of the contract.
2. The City agrees to sign the subsequent Jurisdictional Agreement No. 710 that will obligate the transfer of SW Harbor Drive and a portion of SW Naito Parkway from state highway system to the city street system. City understands that ODOT's District 2A Manager will not issue the permits for construction of this Project until such agreement is fully executed. City also agrees, upon receipt from ODOT, to sign the Jurisdictional Transfer Document as "accepted" and shall do nothing to impede the progress or completion to either document.
3. The portion of the Project that shall be transferred to the city street system, that is from Naito Parkway to 100' southerly of the westerly extension of the center line of SW River Parkway, shall be constructed in conformance with City's standards. The portion of the Project that remains under the jurisdiction and ownership of ODOT, from the point south of MP 0.70, shall be constructed to ODOT standards.
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.

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- 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: **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.**
- b. If the City does not meet a Project milestone date within three (3) months of the date specified in City Obligations, Paragraph 4.a, reimbursement of City's Project expense, may, at the discretion of ODOT, be changed to one-half of the rate specified in ODOT's Obligation's, Paragraph 1, until such time as the milestone has been completed and the Project is back on schedule.
- c. Immediately upon missing a milestone date, City and ODOT shall establish a Project review team including City's Project Liaison and ODOT's Project Liaison, at a minimum, and may include such other members as are deemed necessary. The Project review team shall determine (a) if failure to complete the milestone in question will jeopardize successful completion of Project, (b) what steps must be taken by City to ensure successful completion of Project, and (c) revise the Project schedule, if changes are required.
- d. In the event that the Project schedule outlined in City Obligations, Paragraph 4.a. is revised pursuant to City Obligation, Paragraph 4.c, the City's Project Liaison and ODOT's Project Liaison shall incorporate the revised schedule into this Agreement through a formal amendment to this Agreement.
- e. When the Project is back on schedule according to the milestones set out in City Obligations, Paragraph 4.a., including a revised schedule adopted by formal

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amendment, City shall receive any funds withheld by ODOT under the provisions of ODOT's Obligations, Paragraph 1.b.

5. City, or its consultant's, electrical inspectors shall possess a current State Certified Traffic Signal Inspector certificate, in order to inspect electrical installations on state highways. The ODOT District 2A Permitting Office shall verify compliance with this requirement prior to construction.
6. City shall obtain a miscellaneous permit to occupy ODOT right of way through the ODOT District 2A Office prior to the commencement of construction.
7. City shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from ODOT, forward to ODOT an advance deposit or irrevocable letter of credit in the amount of \$9,700 for the Project, said amount being equal to the estimated total cost for the work performed by ODOT at City's request under ODOT Obligations paragraph 3. City agrees to make additional deposits as needed upon request from ODOT.
8. Upon completion of the Project and receipt from ODOT of an itemized statement of the actual total cost of ODOT's participation for the project, City shall pay any amount which, when added to City's advance deposit, will equal 100 percent of actual total ODOT costs for the Project. Any portion of said advance deposit which is in excess of the ODOT's total costs will be refunded or released to City.
9. City shall present invoices for the eligible, actual costs incurred by City on behalf of the Project directly to ODOT's Project Liaison for review and approval. Such invoices shall be submitted in the form as shown on Exhibit "C", OTIA Progress Billing Form, attached hereto and by this reference made a part hereof. Invoices will identify the Project and Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods no greater than one (1) month, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project.
10. CITY certifies that no right of way acquisition is required for this Project.
11. City shall submit a billing at the time City documents that Construction Completion, as set out in City Obligations, Paragraph 4, is complete. The billing will indicate total Project costs incurred to date, whether there are unresolved claims, and the anticipated timeline for resolving claims and closing the Project.
12. City shall be responsible for any and all costs of Project which are not covered by 2003 OTIA Modernization Program funds, including costs of the Project when the maximum amount of 2003 OTIA Modernization Program funds obligated under this Agreement have been expended.

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13. City 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.
14. City shall construct the Project in accordance with the requirements of ORS 276.071 including the public contracting laws within ORS Chapters 279A, 279B and 279C.
15. If City chooses to assign its contracting responsibilities to a consultant or contractor, City shall inform the consultant or contractor of the requirements of ORS 276.071, to ensure that the public contracting laws within ORS Chapters 279A, 279B and 279C are followed.
16. Pursuant to OAR 952, Division 1, City or its contractor shall be responsible to mark and monitor all locates required by Oregon Locate Laws to mark the utilities.
17. City shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
18. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. City shall ensure that each of its subcontractors complies with these requirements.
19. The Special Provisions for the construction contract (Contract) work between City and its construction contractor(s) (Contractor) for this Project shall include the following stipulations:
  - a. Contractor shall name ODOT and City as third party beneficiaries of the resulting contract.
  - b. Contractor shall indemnify, defend and hold harmless City and, ODOT and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under this Contract.
  - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to ODOT and City. This insurance shall include

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personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$ 2,000,000.

- d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
  - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include ODOT and City and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
  - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to ODOT and City. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.
20. City shall maintain the improvements made within City right of way as a result of the Project at the same level as other similar facilities owned by City.
21. City agrees that the Project will be on the public right of way and will serve general transportation needs.
22. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:
- a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.
  - b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of the City or other road authority, whether that permission is expressed or implied, and whether written or oral.

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23. City is responsible for and ensures that all survey monuments recorded with a county and within or adjacent to the highway right of way shall be preserved in accordance with ORS 209.140 and 209.150. Any such monumentation that is damaged or removed during the course of the Project must be replaced in compliance with ORS Chapter 209 stipulations, the State Right of Way Monumentation Policy, and at City's own expense.
24. City is also responsible, at its own expense, for replacement of any additional ODOT survey marks or other monumentation not recorded with a county that are damaged or removed during the course of the Project. In the event of such replacement, City shall contact ODOT's Geometronics Unit for replacement procedures.
25. If additional right of way is acquired for state highway right of way purposes as a result of the Project, then a right of way monumentation survey is required as defined in ORS 209.150 and 209.155. City agrees to provide such a survey, at its own expense, following ORS Chapter 209 stipulations, ODOT Right of Way Monumentation Policy, and ODOT's Geometronics Unit review and approval, and to file the legal survey with the appropriate City Surveyor's office as required.
26. City certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within City's current appropriation or limitation of the current budget. City further agrees that invoices shall only be submitted to ODOT for reimbursement on work that has been performed and paid for by City.
27. City's Project Liaison for this Agreement is Ross Swanson, 1120 SW 5<sup>TH</sup> Avenue, Ste. 800, Portland, OR 97204-1971, phone: 503-823-6829, email: ross.swanson@pdxtrans.org, or an individual designated by the City's Manager in the event of the unavailability of the aforementioned individual. When revisions to the Project schedule are deemed necessary by the Project review team the City Project Liaison is granted the authority to enter into and execute formal amendments to this Agreement to revise the schedule.
28. City shall place signs that identify Project as "Another Project Funded by 2003 Oregon Transportation Investment Act" (ODOT approved design). City may affix additional signage that identifies local funds used for the Project.
29. City agrees that it will call attention to the Project and help make it visible to the public.
30. City agrees to provide to the ODOT, progress information and photographs in a suitable format for posting on the 2003 OTIA Modernization Program web site maintained by and to provide appropriate links from City's web sites to the OTIA web site.



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31. City agrees to comply with the conditions for Project approval adopted by the Oregon Transportation Commission, as set out in Exhibit B, Special Conditions, which is attached hereto and made part of this Agreement.
32. City shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, and the Oregon Department of Transportation and its officers and employees, from all claims, suits or actions of any nature arising out of activities of City, its officers, agents, or employees under this Agreement.
33. Notwithstanding the foregoing defense obligations above, neither City nor any attorney engaged by City shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that City is prohibited from defending the State of Oregon, or that City is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against City if the State of Oregon elects to assume its own defense.

#### **ODOT OBLIGATIONS**

1. a. ODOT shall reimburse City at the eligible, actual costs incurred up to the maximum amount of 2003 OTIA Modernization Program funds committed for the Project specified in Terms of Agreement, Paragraph 3, provided that City is meeting the Project milestones set out in City Obligations, Paragraph 4.a. Under no conditions shall ODOT's total obligation exceed \$3,000,000, including all expenses. When reimbursement is requested, City shall submit Exhibit C, the OTIA Progress Billing Form.
- b. In the event that City has not met a Project milestone, ODOT shall, at its sole discretion, change its rate of reimbursement to City to one-half of the rate specified in Paragraph 1.a. until such time as Project is back on schedule.
- c. When the Project is back on schedule, according to the milestones set out in City Obligations, Paragraph 4.a., including a revised schedule adopted by formal amendment per City Obligations, Paragraph 4.d., ODOT shall pay City any funds withheld by ODOT under the provisions of ODOT Obligations, Paragraph 1.b.
- d. ODOT agrees to comply with the provisions of ORS 293.462 with regard to timely payment.

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2. ODOT grants authority to City to enter upon ODOT right of way for the construction of this Project as provided for in miscellaneous permit to be issued by ODOT District 2A Office. The permit for construction will not be issued until the Jurisdictional Transfer Agreement No. 710 has been executed.
3. ODOT shall, upon execution of the agreement, forward to City a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$9,700 for payment of ODOT services by Roadway, Traffic, Electrical and Maintenance District 2A for review and inspection of the design and construction of the Project. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete Project.
4. Upon completion of the project, ODOT shall either send to City a bill for the amount which, when added to City's advance deposit, will equal 100 percent of the total state costs for project or ODOT will refund to City any portion of said advance deposit which is in excess of the total ODOT costs for Project.
5. ODOT certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within ODOT's current appropriation or limitation of current biennial budget.
6. ODOT's Project Liaison for this Agreement is Robyn Bassett, ODOT, 123 N.W. Flanders Street, Portland, OR 97209, phone: 503-731-8469, email: robyn.bassett@odot.state.or.us, or an individual designated by the ODOT's Region 1 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.
7. ODOT shall review the documentation provided by City to ensure that the Project undertaken by City is the Project approved by the Oregon Transportation Commission at its August 2005 meeting.

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8. ODOT shall not be required to approve City's selection of contractors, right of way purchase, or engineering design documents, except as the Project design affects the state highway system or as required by the conditions of approval adopted by the Oregon Transportation Commission.
9. ODOT shall maintain a web site for the 2003 OTIA Modernization Program listing Project status and accomplishment information for City's Project.

## **GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual consent of both Parties.
2. ODOT may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT, under any of the following conditions:
  - a. If City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If City fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within ten (10) days or such longer period as ODOT may authorize.
  - c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if ODOT is prohibited from paying for such work from the planned funding source.
3. If ODOT terminates this Agreement for the reasons described in General Provisions, Paragraph 2., "a" or "b" above, City must reimburse ODOT for all OTIA funds expended. If City fails to reimburse ODOT, ODOT may withhold City's proportional share of State Highway Fund distribution necessary to reimburse ODOT for costs incurred by such City breach.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. City acknowledges and agrees that ODOT, 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

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specific Agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and 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.

6. This Agreement 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 Agreement so executed shall constitute an original.
7. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

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

This Project is amended into the 2008-2011 Statewide Transportation Improvement Program, Key #14017 that was approved by the Oregon Transportation Commission on October 21, 2009.

The Oregon Transportation Commission on December 29, 2008, 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 or in other system plans approved by the Oregon Transportation Commission, or in a line item in the biennial budget approved by the Director.

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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

Date \_\_\_\_\_

**City Contact:**

Ross Swanson  
1120 SW 5<sup>TH</sup> Avenue, Ste. 800  
Portland, OR 97204-1971  
Phone: 503-823-6829  
Email: [ross.swanson@pdxtrans.org](mailto:ross.swanson@pdxtrans.org)

**ODOT Contact:**

Robyn Bassett  
ODOT, 123 N.W. Flanders Street  
Portland, OR 97209  
Phone: 503-731-8469  
Email: [robyn.bassett@odot.state.or.us](mailto:robyn.bassett@odot.state.or.us)

**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 2A Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

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

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

**EXHIBIT A**  
**PROJECT DESCRIPTION**  
**Misc. Contracts & Agreements**  
**No. 26239**

183763

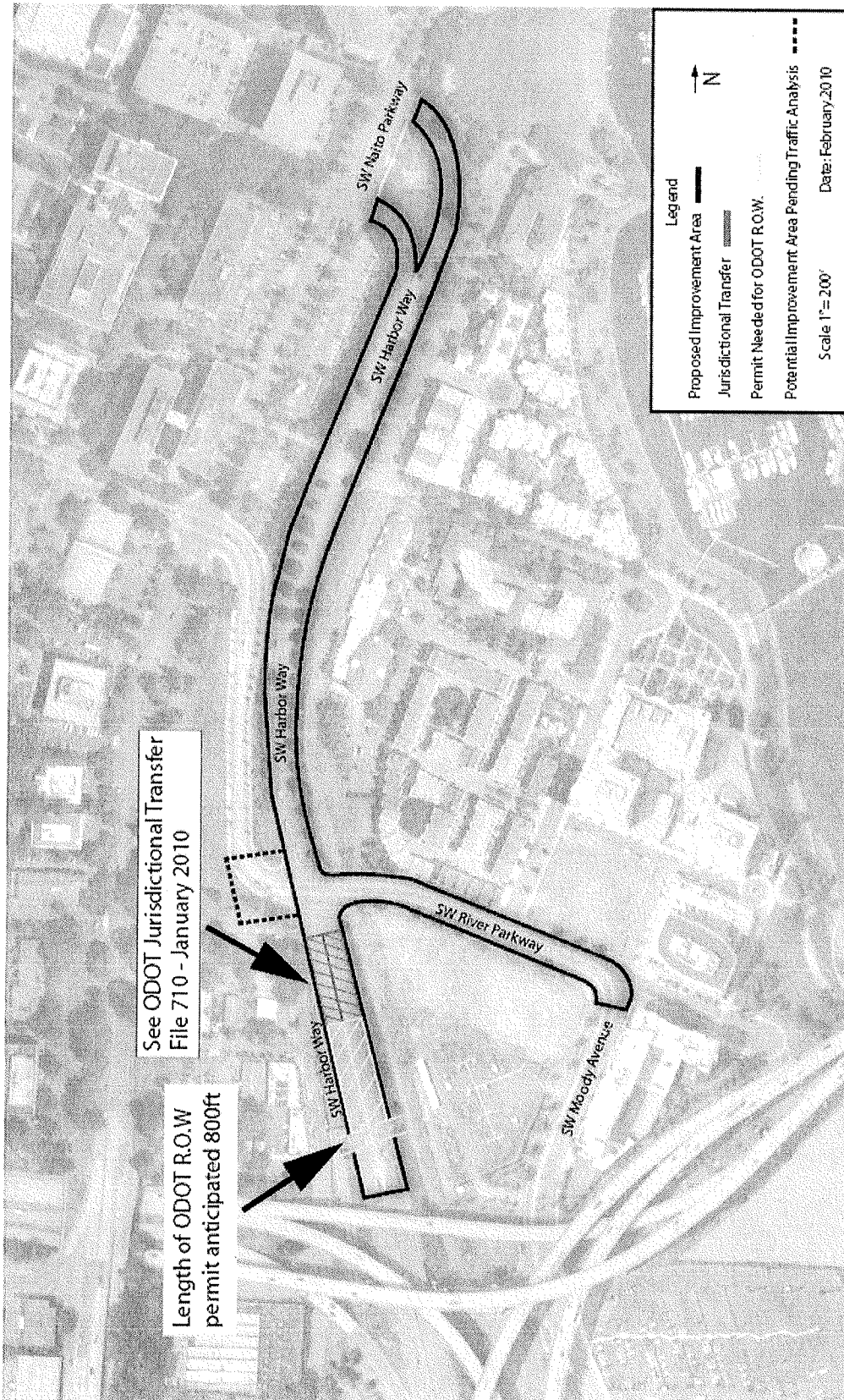
**City of Portland**  
**SW Harbor Drive/SW River Parkway Intersection Improvements**

To accommodate future growth in South Waterfront the project will add an additional southbound left turn lane to SW River Parkway, lengthen the taper to the existing northbound right turn lane to SW River Parkway and add an additional eastbound lane along SW River Parkway to SW Moody.

Project Cost Estimate		Project Financing		
Preliminary engineering & design	\$1,016,000	City Contribution	\$2,389,000	44%
Right-of-way purchase	\$1,200,000	OTIA	\$3,000,000	56%
Construction	\$3,173,000			
Total	\$5,389,000	Total	\$5,389,000	100%

EXHIBIT A  
PROJECT DESCRIPTION  
Misc. Contracts & Agreements  
No. 26239

183763



**EXHIBIT B**  
**City of Portland**  
**SW Harbor Drive/SW River Parkway Intersection Improvements**

**SPECIAL CONDITIONS**

**This OTC approved Project for funding under OTIA is subject to certain conditions as follows:**

1. The acceptance by the City of Naito Parkway and a portion of S.W. Harbor Drive as described in the ODOT Jurisdictional Transfer Agreement No. 710 and subsequent Transfer Documents.
2. The resolution of access issues that are impeding safe and effective traffic conditions in the area south of the Project at the intersect of Pacific Highway (I-5) and S.W. Macadam Avenue.



**EXHIBIT C**  
**Oregon Transportation Investment Act (OTIA)**  
**Progress Billing Form**

City: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Agreement No: \_\_\_\_\_  
 Billing Period: \_\_\_\_\_ to \_\_\_\_\_

	Costs Incurred This Period	Costs Billed Previously	Total Cost To Date	Participation Rate	Total Amount Claimed	Prior Total Claimed	Amount Claimed This Period	Percent Complete This Phase
Planning								
Engineering Design								
Right of Way								
Construction								
Total								

Submission of this request certifies that, in accordance with the laws of the State of Oregon and under the conditions of approval for the Project identified above, actual costs claimed have been incurred and are eligible pursuant to the Intergovernmental Agreement between City and ODOT. Also, no other claims have been presented to, or payment made by, the State of Oregon for those costs claimed for reimbursement.

\_\_\_\_\_  
 City Project Liaison

\_\_\_\_\_  
**Date**

(for State use)

I have reviewed the above Project and related costs and, in my opinion, subject to audit, the costs reflect the progress to date and are eligible for reimbursement in the amount of \$\_\_\_\_\_.

\_\_\_\_\_  
 ODOT Project Liaison

\_\_\_\_\_  
 Date