

Misc. Contracts and Agreements  
No. 25781

**AMENDMENT NO. 1**  
**2003 OREGON TRANSPORTATION INVESTMENT ACT MODERNIZATION AGREEMENT**  
**47th and Alderwood Signal Project**

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 August 28, 2009. Said Agreement covers the CITY's modernization improvements to CITY streets at the intersections of Alderwood Road and Columbia Boulevard at its south end, 82<sup>nd</sup> Avenue on its north end, and at the intersection of NE 47<sup>th</sup> Avenue and Columbia Boulevard.

It has now been determined by ODOT and CITY that the Agreement referenced above shall be amended to revise the funding contributions to the Project and to extend the construction completion and Project completion dates. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

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

**Terms of Agreement, Paragraph 2, Page 2, which reads:**

2. The total estimated cost of the Project is \$5,619,000. The budget is shown on Exhibit "A".

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

2. The total estimated cost of the Project is \$5,255,000. The budget is shown on Exhibit "A".

**Terms of Agreement, Paragraph 3, Page 2, which reads:**

3. The 2003 OTIA Modernization Program funds shall be limited to \$4,691,000, including any expenses incurred and reimbursed under agreements 23627 and 23628. CITY shall be responsible for all costs in excess of the 2003 OTIA Modernization Program funded amount for this Project.

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

3. The 2003 OTIA Modernization Program funds shall be limited to \$4,361,650, including any expenses incurred and reimbursed under agreements 23627 and 23628. CITY shall be responsible for all costs in excess of the 2003 OTIA Modernization Program funded amount for this Project.

**CITY Obligations, Paragraph 3a., Page 3, which reads:**

1. CITY shall provide ODOT with sufficient information to complete a Project prospectus to ensure ODOT can track the Project using ODOT'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 by calendar quarter of designated year, and required documentation are shown below:
    - i. Planning documents listed in CITY Obligations, Paragraph 2 above: **2<sup>nd</sup>/2009**
    - ii. Anticipated Bid Let Date Quarter/Year: **2<sup>nd</sup>/2009**  
  
Documentation: **Copies of the bid results including awarded bid amount and awarded contractor name.**
    - iii. Contract Award: **3<sup>rd</sup>/2009**  
  
Documentation: **Notice to contractor regarding award of contract.**
    - iv. Construction Completion: **1<sup>st</sup>/2010**  
  
Documentation: **A letter from CITY indicating that all required construction work is satisfactorily completed and open to traffic.**
    - v. Project Completion: **2<sup>nd</sup>/2010**  
  
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.**

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

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1. CITY shall provide ODOT with sufficient information to complete a Project prospectus to ensure ODOT can track the Project using ODOT'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 by calendar quarter of designated year, and required documentation are shown below:
    - i. Planning documents listed in CITY Obligations, Paragraph 2 above: **2<sup>nd</sup>/2009**
    - ii. Anticipated Bid Let Date Quarter/Year: **2<sup>nd</sup>/2009**  
  
Documentation: **Copies of the bid results including awarded bid amount and awarded contractor name.**
    - iii. Contract Award: **3<sup>rd</sup>/2009**  
  
Documentation: **Notice to contractor regarding award of contract.**
    - iv. Construction Completion: **4th/2010**  
  
Documentation: **A letter from CITY indicating that all required construction work is satisfactorily completed and open to traffic.**
    - v. Project Completion: **1st/2011**  
  
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.**

**ODOT Obligations, Paragraph 1a., Page 7, which reads:**

- 1a. ODOT shall reimburse CITY at eighty-three (83) percent of 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 3.a. Under no conditions shall ODOT's total obligation exceed \$4,691,000, including all expenses incurred and reimbursed under agreements 23627 and 23628. When reimbursement is requested, CITY shall submit Exhibit B, the OTIA Progress Billing Form.

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

- 1a. ODOT shall reimburse CITY at eighty-three (83) percent of 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 3.a. Under no conditions shall ODOT's total obligation exceed \$4,361,650 including all expenses incurred and reimbursed under agreements 23627 and 23628. When reimbursement is requested, CITY shall submit Exhibit B, the OTIA Progress Billing Form.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when 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.

**THE PARTIES**, by execution of this Agreement, hereby acknowledges that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2006-2009 Statewide Transportation Improvement Program, (Key #13987 and 13988) that was approved by the Oregon Transportation Commission on August 17, 2005 (or subsequently approved by amendment to the STIP).

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.

**SIGNATURE PAGE TO FOLLOW**

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

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

**APPROVED AS TO FORM**  
By \_\_\_\_\_  
*[Signature]*  
CITY COUNSEL  
CITY ATTORNEY

Date \_\_\_\_\_  
9/16/10

**CITY Contact:**

Dan Layden,  
City of Portland Bureau of Transportation,  
1120 SW 5<sup>th</sup> Avenue, Ste 800  
Portland, OR 97204  
Phone: 503-823-2804  
Email: dan.layden@pdxtrans.org

**ODOT Contact:**

Robyn Bassett  
123 NW Flanders Street  
Portland, OR 97209  
Phone: 503-731-8469  
Email: robyn.bassett@odot.state.or.us

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

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

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

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

**REVISED EXHIBIT A  
M. C. & A. No.25781  
City of Portland  
47th and Alderwood Signal Project**

CITY shall make the following improvements at NE 47<sup>th</sup> Avenue: Modify the existing traffic signal to accommodate additional lanes, add vehicle lanes, bike lanes and sidewalk; relocate pedestrian signal, illumination and power poles.

CITY shall make the following improvements on NE Alderwood Road: Restripe at the intersection of Alderwood and 82<sup>nd</sup> Avenue; restripe and widen the intersection of Alderwood and Columbia Boulevard

<b>Project Cost Estimate</b>		<b>Project Financing</b>	
Preliminary engineering & design	\$ 736,204	CITY Contribution	\$ 893,350 17%
Right-of-way purchase	\$1,653,343	OTIA	\$4,361,650 83%
Construction	\$2,865,453		
Total	\$5,255,000	Total	\$5,255,000 100%