

AMENDMENT NUMBER 01
SURFACE TRANSPORTATION PROGRAM – URBAN AGREEMENT
NE Columbia Boulevard at OR99E (MLK Jr. Boulevard)
City of Portland

The **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the **CITY OF PORTLAND**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into an Agreement on September 15, 2011. Said Agreement covers engineering design for freight movement improvements at the intersection of NE Columbia Boulevard and NE Martin Luther King Jr. Boulevard and along NE Martin Luther King Jr. Boulevard north to NE Kilpatrick Street.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to update the project description and add additional ODOT-Region 1 available funds. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

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

1. Under such authority, State and Agency agree to perform engineering design for freight movement improvements at the intersection of NE Columbia Boulevard and NE Martin Luther King Jr. Boulevard, hereinafter referred to as "Project." The location of the Project is approximately as shown on the detailed map attached hereto, marked "Exhibit A," and by this reference made a part hereof. Construction of the Project will occur at a future date and will require an amendment be made to this Agreement.

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

1. Under such authority, State and Agency agree to perform engineering design for freight movement improvements at the intersection of NE Columbia Boulevard and NE Martin Luther King Jr. Boulevard, and sidewalk improvements along NE Martin Luther King Jr. Boulevard north to NE Kilpatrick Street, hereinafter referred to as "Project." The location of the Project is approximately as shown on the detailed map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

TERMS OF AGREEMENT, Paragraph 2, Page 1, which reads:

2. The Project will be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. The total Project cost is estimated at \$2,826,000, which is subject to change. STP urban funds for this Project will be limited to \$1,500,286. The Project will be financed with STP funds at the maximum allowable federal participating amount, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.

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

2. The Project will be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. The total Project cost is estimated at \$3,561,000, which is subject to change. STP urban funds for this Project will be limited to \$3,361,000 towards improvements for the portion of the Project at the intersection of NE Columbia Boulevard and NE Martin Luther King Jr. Boulevard. ODOT Region 1 will dedicate an additional \$200,000 in Regional Funds towards improvements for the portion of the Project along NE Martin Luther King Jr. Boulevard north to NE Kilpatrick Street. The Project will be financed with STP funds and ODOT Region 1 funds at the maximum allowable federal participating amount, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.

Insert new SPECIAL PROVISIONS, Paragraph 4, to read as follows:

4. Maintenance and power responsibilities will survive any termination of this Agreement.

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.

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

This Project is in the 2012-2015 Statewide Transportation Improvement Program, (Key #13502) that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).


Agency/State
Agreement No. 27,883-1

CITY OF PORTLAND, by and through
its elected officials

By _____
Commissioner-in-Charge

Date _____

APPROVED AS TO LEGAL
SUFFICIENCY

By 
Agency Counsel
CITY ATTORNEY

Date 7/9/14

Agency Contact:

Winston Sandino, Project Manager
1120 SW 5th Avenue, Rm. 800
Portland, OR 97204
(503) 823-5767
winston.sandino@portlandoregon.gov

State Contact:

David Arena, Local Agency Liaison
123 NW Flanders Street
Portland, OR 97209
(503) 731-8276
david.arena@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 _____

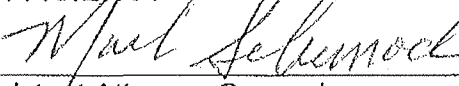
By _____
Region 1 Manager

Date _____

By _____
Project Services Manager – Region 1

Date _____

APPROVED AS TO LEGAL
SUFFICIENCY

By 
Assistant Attorney General

Date June 26, 2014