

A136-G0092418

AMENDMENT NUMBER 01
COOPERATIVE IMPROVEMENT (UTILITY) AGREEMENT
US26 (POWELL BLVD); SE 122ND AVE – SE 136TH AVE
City of Portland Water Bureau

This is Amendment No. **01** to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State” or “ODOT,” and **City of Portland Water Bureau**, acting by and through its elected officials, hereinafter referred to as “City” or “Agency,” entered into on November 1, 2018.

It has now been determined by ODOT and City that the Agreement referenced above shall be amended to provide additional funding to pay for final project cost to construct the US26 (Powell Blvd) Project improvements (Project).

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

a. **TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:**

2. The Project will be financed at an estimated cost of **\$845,443.18** in Agency funds for the non-reimbursable water lines. The estimate for the total Project cost is subject to change. Agency shall be responsible for costs related to all waterline associated work as described in Exhibit B, attached hereto, and by this reference made a part hereof minus the reimbursable water line associated work as described in Exhibit C, attached hereto, and by this reference made a part hereof.

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

2. The Project will be financed at an estimated cost of **\$1,218,395.15** in Agency funds for the non-reimbursable water lines. The estimate for the total Project cost is subject to change. Agency shall be responsible for costs related to all waterline associated work as described in Exhibit B, attached hereto, and by this reference made a part hereof minus the reimbursable water line associated work as described in Exhibit C, attached hereto, and by this reference made a part hereof.

b. **AGENCY OBLIGATIONS, Paragraph 2, Page 2, which reads:**

2. Agency shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance

deposit or irrevocable letter of credit in the amount of **\$845,443.18** for non-reimbursable water line installations in the Project, said amount being equal to the estimated total cost for the work performed by State at Agency's request under State Obligations, paragraph 2. Agency agrees to make additional deposits as needed upon request from State. Depending upon the timing of portions of the Project to which the advance deposit contributes, it may be requested by State prior to Preliminary Engineering, purchase of right of way, or approximately 4-6 weeks prior to Project bid opening.

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

2. Agency shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit in the amount of **\$1,218,395.15** for non-reimbursable water line installations in the Project, said amount being equal to the estimated total cost for the work performed by State at Agency's request under State Obligations, paragraph 2. Agency agrees to make additional deposits as needed upon request from State. Depending upon the timing of portions of the Project to which the advance deposit contributes, it may be requested by State prior to Preliminary Engineering, purchase of right of way, or approximately 4-6 weeks prior to Project bid opening.

c. STATE OBLIGATIONS, Paragraph 2, Page 3, which reads:

2. State shall, upon execution of the agreement, forward to Agency a letter of request for an advance deposit or irrevocable letter of credit in the amount of **\$845,443.18** for payment of non-reimbursable water facilities. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete Project.

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

2. State shall, upon execution of the agreement, forward to Agency a letter of request for an advance deposit or irrevocable letter of credit in the amount of **\$1,218,395.15** for payment of non-reimbursable water facilities. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete Project.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies

that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

5. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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 2018-2021 Statewide Transportation Improvement Program (STIP), (Key #19690) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

PORTLAND WATER BUREAU, by and through its elected officials

By _____
Title Gabriel Solmer, Director

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Karen L. Moynahan
Counsel

Date 06/27/22

City Contact:

Jodie Inman, Chief Engineer
Jodie.Inman@portlandoregon.gov

Chris Chambers, Civil Engineer
1120 SW 5th Ave, Room 600
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503-823-4635
Chris.Chambers@portlandoregon.gov

ODOT Contact:

Nicole Frankl, State Utility and Railroad Liaison
4040 Fairview Industrial Dr. SE MS-2
Salem, OR. 97302
503-934-6077
UtilityandRailProgra@odot.oregon.gov

STATE OF OREGON, by and through its Department of Transportation

By _____
Rian Windsheimer, Region 1 Manager

Date _____

APPROVAL RECOMMENDED

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Herbert F. Lovejoy via email dated 6/22/2022
Assistant Attorney General

Date: _____