

**AMENDMENT NUMBER 01
LOCAL AGENCY AGREEMENT
Highway Bridge Program (HBP) PROJECT
SURFACE TRANSPORTATION PROGRAM (STP) – URBAN
Broadway St: Willamette R (Broadway) Bridge Repair
Bridge No. 06757**

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,” and **Multnomah County**, acting by and through its elected officials, hereinafter referred to as “Agency,” entered into an Agreement on July 7, 2015.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase HBP funds, correct #1 Milestone description, add #4 “Other Phase” to Project Milestones, update Milestone renumbered #5 Construction Phase Estimated Budget dollars, and revise Total Project Cost.

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.**

TERMS OF AGREEMENT, Paragraph 2a and 2b, Page 2, which reads:

1. On September 4, 2013 the Parties entered into an agreement to address the Broadway Bridge Repairs. Upon execution of this Agreement ODOT Agreement number 29379 automatically terminates. This Agreement hereby supersedes and replaces ODOT Agreement No. 29379 and its amendments.
 - a. The HPB will be limited to \$8,219,268. The Project will be financed in part with HPB funds at the maximum allowable federal participating amount, which is 89.73 percent, with Agency providing the 10.27 percent match for all eligible costs and payment for any non-participating costs, including all costs in excess of the available federal funds. Agency shall also be responsible for funding the road approach work, if any, associated with the Project. Agency shall submit a letter identifying the funding source six (6) weeks prior to advertisement of Project for bid opening.
 - b. The STP urban funds will be limited to \$753,732. The Project will be financed in part with STP urban funds at the maximum allowable federal participating amount, which is 89.73 percent, with Agency providing the 10.27 match for any non-participating costs, including all costs in excess of the available federal funds.

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

1. On September 4, 2013 the Parties entered into an agreement to address the Broadway Bridge Repairs. Upon execution of this Agreement ODOT Agreement

number 29379 automatically terminates. This Agreement hereby supersedes and replaces ODOT Agreement No. 29379 and its amendments.

- a. The total estimated cost of the Project is \$13,500,000. The HBP will be limited to \$12,113,550. The Project will be financed in part with HBP funds at the maximum allowable federal participating amount, which is 89.73 percent, with Agency providing the 10.27 percent match for all eligible costs and payment for any non-participating costs, including all costs in excess of the available federal funds. Agency shall also be responsible for funding the road approach work, if any, associated with the Project. Agency shall submit a letter identifying the funding source six (6) weeks prior to advertisement of Project for bid opening.

EXHIBIT B, Section 4, Project Milestones, Page 8, which reads:

1. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

Table 1: Project Milestones

	Milestone Description	Obligation Date	Estimated Budget
1	Obligation (Federal Authorization) of HBP Funds for the Preliminary Engineering phase of Project	09/30/2013	\$1,600,000
2	Obligation (Federal Authorization) of HBP Funds for the Right-of-Way phase of the Project	N/A	N/A
3	Obligation (Federal Authorization) of HBP Funds for the Utility phase of Project	N/A	N/A
4	Obligation (Federal Authorization) of HBP and STP Funds for the Construction phase of Project	09/30/2016	\$8,400,000
	Total Project Cost:		\$10,000,000

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

1. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

Table 1: Project Milestones

	Milestone Description	Obligation Date	Estimated Budget
1	Obligation (Federal Authorization) of HBP and STP Funds for the Preliminary Engineering phase of Project	09/30/2013	\$1,600,000
2	Obligation (Federal Authorization) of HBP Funds for the Right-of-Way phase of the Project	N/A	N/A
3	Obligation (Federal Authorization) of HBP Funds for the Utility phase of Project	N/A	N/A
4	Obligation (Federal Authorization) of HBP Funds for the "Other Phase" of Project	07/31/2016	\$5,500,000
5	Obligation (Federal Authorization) of HBP and STP Funds for the Construction phase of Project	09/30/2016	\$6,400,000
	Total Project Cost:		\$13,500,000

- 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.

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 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #17410) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

Multnomah County, by and through its
elected officials

By _____

Date _____

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Agency Counsel

Date _____

Agency Contact:

Jon Henrichsen, Project Manager
1403 SE Water Avenue, Bldg. 446
Portland Oregon 97214
503-988-3757 Extension- 228
jon.p.henrichsen@co.multnomah.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

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

State Contact:

Justin Shoemaker
123 NW Flanders Street
Portland Oregon 97209
503-731-8486
justin.d.shoemaker@odot.state.or.us