

**AMENDMENT NO. 3**  
**2001 OREGON TRANSPORTATION INVESTMENT ACT AGREEMENT**  
**Corbett Hill Road Viaduct (Br. # 51C11)**

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as "ODOT", and Multnomah County, acting by and through its elected officials, hereinafter referred to as "Agency", entered into an Agreement on December 2, 2002. Said Agreement covers Agency's OTIA Project to replace the Corbett Hill Road Viaduct structure. The Agreement was amended on May 8, 2006 to revise the Project's key milestones and dates for the Project. The Agreement was amended on May 3, 2007 to add additional funding to the Project and to revise the construction and Project completion dates.

It has now been determined by ODOT and Agency that the Agreement referenced above, although remaining in full force and effect, shall be amended to add additional funds to the OTIA funding allocation for the Agreement.

**REVISED EXHIBIT A is deleted in its entirety and all references to REVISED EXHIBIT A shall hereinafter be referred to as SECOND REVISED EXHIBIT A, attached hereto and by this reference made a part hereof.**

**Paragraph 2 of Terms of Agreement, Page 1, which reads:**

2. The total estimated cost of the Project is \$1,196,723. The budget is shown on Revised Exhibit "A".

**Shall be deleted in its entirety and amended to read:**

2. The total estimated cost of the Project is \$1,449,695. The budget is shown on the Second Revised Exhibit "A".

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

3. 2001 OTIA Program funds shall be limited to \$956,723. Agency shall provide \$240,000 for preliminary engineering and shall be responsible for all remaining costs in excess of the 2001 OTIA Program funded amount for this Project.

**Shall be deleted in its entirety and amended to read:**

3. 2001 OTIA Program funds shall be limited to \$1,209,695. Agency shall provide \$240,000 for preliminary engineering and shall be responsible for all remaining costs in excess of the 2001 OTIA Program funded amount for this Project.

**Paragraph 1a of ODOT Obligations, Page 6, which reads:**

1a. ODOT shall reimburse Agency 100 % of eligible, actual costs incurred up to the maximum amount of OTIA funds committed for the Project specified in Terms of Agreement 3, provided that Agency is meeting the Project milestones set out in revised Agency Obligations 4. a. Under no conditions shall ODOT's total obligation exceed \$956,723, including all expenses. When reimbursement is requested, Agency shall submit Exhibit C, which is attached hereto and by this reference made a part hereof.

**Shall be deleted in its entirety and amended to read:**

1a. ODOT shall reimburse Agency 100 % of eligible, actual costs incurred up to the maximum amount of OTIA funds committed for the Project specified in Terms of Agreement 3, provided that Agency is meeting the Project milestones set out in revised Agency Obligations 4. a. Under no conditions shall ODOT's total obligation exceed \$1,209,695, including all expenses. When reimbursement is requested, Agency shall submit Exhibit C, which is attached hereto and by this reference made a part hereof.

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

The Oregon Transportation Commission on June 18, 2003, 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.

**SIGNATURE PAGE TO FOLLOW**

Agreement No.19473-3  
Multnomah County

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.

**Multnomah County, by and through its  
Elected Officials**

By \_\_\_\_\_  
Chair

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**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 \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

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

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

**M. C. & A. No. 19,473-3  
 SECOND REVISED EXHIBIT A  
 PROJECT DESCRIPTION  
 MULTNOMAH COUNTY TRANSPORTATION DIVISION  
 CORBETT HILL ROAD VIADUCT**

The Corbett Hill Road Viaduct is a load limited structure that restricts commercial access to and from the community of Corbett. Cracking is evident in both the deck and beams. More stringent weight limits or even complete closure is likely if the structure is not replaced. Corbett Hill Road is one of only two routes to and from the community of Corbett. Closure of the Corbett Hill road to freight traffic would require trucks to access I-84 via either the Stark Street Bridge (which is weight limited), or through a clearance limited under-crossing at Jordan Interchange.

This Project will replace the structure with either a new viaduct or a retaining wall.

Project Cost Estimate		Project Financing	
Preliminary engineering & design	\$ 240,000	Agency Contribution	\$ 240,000 16.6%
Right-of-way purchase	\$ 0	OTIA	\$ 1,209,695 83.4%
Construction	\$ 1,209,695		
Total	\$ 1,449,695	Total	\$ 1,449,695 100%

**SPECIAL CONDITIONS**

No Conditions of Approval are required for this Project.