

2003 OREGON TRANSPORTATION INVESTMENT ACT
Local Grant Agreement
Multnomah OTIA III Local Agency Bridges
Amendment No. 1

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 Board of Commissioners, hereinafter referred to as "Agency", entered into an Agreement on June 30, 2004. Said Agreement covers Multnomah County OTIA III Local Agency Bridge.

It has now been determined by ODOT and Agency that the Agreement referenced above, although remaining in full force and effect, shall be amended by this Agreement to extend the time, revise Exhibit A, and update language. Except as expressly amended below, all other terms and conditions of the Agreement, as previously amended, are still in full force and effect.

Paragraph 3 of Recitals, Page 1, which reads:

3. By the authority granted in ORS 190.110, 366.770 and 366.775 state agencies may enter into agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

Shall be deleted in its entirety and amended to read:

3. By the authority granted in ORS 190.110, 366.572 and 366.576 state agencies may enter into agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

Insert new Paragraph 5, Recitals, Page 1, to read as follows:

5. The Local Agency Bridge Selection Committee (LABSC) determined at its April 30, 2007 meeting that Agency will be eligible for an additional \$3,000,000 in Oregon Transportation Investment Act (OTIA) III funds for Bridge Number 02641 (Sauvie Island Road over Sauvie Island) conditioned upon the availability of additional funds from costs savings on other OTIA III bridge projects and approval by the Oregon Transportation Commission..

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

2. The total estimated cost of the Agency Project is \$33,808,000. The grant amount shall be limited to \$25,000,000. It is anticipated that any investment earnings associated with investment of the grant proceeds plus the grant amount will not

exceed the estimated cost of the Agency Project. Agency shall be responsible for all costs, including inflationary cost increases, in excess of grant amount and any investment earnings. Exhibit A identifies the estimated cost and grant share for each individual bridge project.

Shall be deleted in its entirety and amended to read:

2. The total estimated cost of the Agency Project is \$52,100,000. The grant amount shall be limited to \$25,000,000. It is anticipated that any investment earnings associated with investment of the grant proceeds plus the grant amount will not exceed the estimated cost of the Agency Project. Agency shall be responsible for all costs, including inflationary cost increases, in excess of grant amount and any investment earnings. Exhibit A1 identifies the estimated cost and grant share for each individual bridge project. Should additional funds become available, ODOT will increase OTIA III funds up to an amount not to exceed \$28,000,000 to cover the cost of replacing Bridge No. 02641 (Sauvie Island Bridge). Should additional funds be added, under no circumstances will the new total grant amount exceed of \$28,000,000.

Insert new Paragraph 3, Terms of Agreement, Page 2, to read as follows:

3. The ODOT Highway Finance Manager and the Chair of the Multnomah County Board of Commissioners identified in this Agreement shall have authority to add funds to the Agreement by amending the grant amount in the exhibit, signing and dating the Exhibit. Future amendments to the Exhibit A1 increasing the grant amount will be identified as Exhibit A2, Exhibit A3, etc. ODOT shall send a copy of each fully signed amended of the Exhibit to Agency and ODOT's Office of Procurement, Attention: Intergovernmental Agreements, 455 Airport Rd. SE Bldg. K, Salem OR 97301. Amendments to this Agreement, other than the grant amount, will require complete review and approval, and execution by the original signatories. Two OTIA III bridge projects with other agencies are in line to receive returned OTIA III funds prior to Multnomah County receiving additional funds. The Agencies are: Douglas County in the amount of \$2,195,000; and Clackamas County in the amount of \$3,235,149.

Paragraphs 3 and 4 of Terms of Agreement shall be re-numbered as Paragraphs 4 and 5.

Insert new Paragraph 6, Terms of Agreement, Page 2, to read as follows:

6. Agency understands that no additional OTIA III grant funds will be added to this Agreement until the following occur: a) OTC approves additional OTIA III grant funds to be used for this project if funds become available, and b) an amendment to this Agreement, revising the attached Exhibit, is signed by all required parties to allow additional funds to be added to the project should they become available.

Paragraph 5 of ODOT Obligations, Page 3, which reads:

5. ODOT's Program Liaison for this Grant Agreement is: Local Government Section Manager, 355 Capitol Street NE, Room 222, Salem, OR 97301-3871; 503-986-2789.

Shall be deleted in its entirety and amended to read:

5. ODOT's Project Liaison for this Grant Agreement is ODOT's Highway Finance Manager; 355 Capitol Street NE, Room 212, Salem, OR 97301-3871; telephone 503.986.3880.

Insert new Paragraph 6, ODOT Obligations, Page 3, to read as follows:

6. ODOT shall submit a request to the Oregon Transportation Commission (OTC) to approve the addition of OTIA III grant funds in the amount of \$3,000,000 to be applied toward the Sauvie Island Bridge No. 02641, should additional funds become available.

Paragraph 5 of Agency Obligations, Page 4, which reads:

5. Agency agrees to comply with all Federal, State, and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which hereby are incorporated by reference.

Shall be deleted in its entirety and amended to read:

5. Agency agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, which hereby are incorporated by reference.

Insert new Paragraph 16, Agency Obligations, Page 9, to read as follows:

16. Agency's Project Liaison for this Agreement is Jon Henrichsen, Engineering Services Manager, Multnomah County, 1403 SE Water Avenue, Portland, OR 97214; or designee; telephone (503)988-3757; email jon.p.henrichsen@co.multnomah.or.us. Jon will obtain the signature of the Chair of the Multnomah County Board of Commissioners, or his designee on Exhibits to add funds. The Chair, or his designee, shall have full authority to sign Exhibits to this Agreement for the purpose of adding funds and no action will be required by the Multnomah County Board of Commissioners to add said funds.

Paragraph 6 of General Provisions, Page 7, which reads:

6. Agency shall maintain records of the Agency Project, including all payments made out of the Agency Project Fund. Agency acknowledges and agrees that ODOT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.

Shall be deleted in its entirety and amended to read:

6. Agency shall maintain records of the Agency Project, including all payments made out of the Agency Project Fund. Agency acknowledges and agrees that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.

EXHIBIT A shall be deleted in its entirety and hereby replaced with EXHIBIT A1, attached hereto and by this reference made a part hereof. All references to EXHIBIT A in the Agreement are hereby deleted and shall hereinafter be referred to as Exhibit A1.

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.

Except as expressly amended above, all other terms and conditions of the Agreement are still in full force and effect. The Parties certify that the representations, warranties and certifications contained 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.

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

The Oregon Transportation Commission approved this Project on March 3, 2004.

The Oregon Transportation Commission on March 3, 2004 authorized the Director to approve and execute OTIA III agreements.

Multnomah County/ODOT
Agreement No. 21,658
Amendment No. 1

Signature Page to Follow

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MULTNOMAH COUNTY, by and through its
Board of Commissioners

By _____
Chair

By _____
Commissioner

By _____
Commissioner

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
County Counsel

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
Director

Date _____

APPROVAL RECOMMENDED

By _____
Darel Capps, Highway Finance Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date: _____

RETURN AGREEMENT TO AGENCY:
Cathey Kramer
Multnomah County Land Use and
Transportation
1620 SE 190th Ave
Portland, OR 97233

EXHIBIT A1

OTIA III BRIDGE PROJECT(S) DESCRIPTION
Multnomah County
Multnomah County OTIA III Local Agency Bridge

PROJECT DESCRIPTION(S)

Bridge

Numbers Descriptions

02641 Replace Bridge No. 02641 (Sauvie Island Road over Sauvie Island)

ESTIMATED PROJECT SCHEDULE

Bridge Number	Begin Preliminary Engineering	Begin R/W Acquisition	Construction Contract Award	Construction Completion Date
02641	5/1/2003	7/1/2004	10/28/2005	2/28/2009

PROJECT COMPLETION DATE: **December 31, 2009**

PROJECT COST ESTIMATE

Bridge Number	Preliminary Engineering	Right of Way Acquisition	Construction	TOTAL
02641	\$4,642,000	\$1,066,000	\$46,392,000	\$52,100,000

GRANT AMOUNT = \$52,100,000