

**AMENDMENT NUMBER 01
WALKWAY/BIKEWAY AGREEMENT
Halsey Street Sidewalk Infill (Fairview)
City of Fairview and Multnomah County**

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," the **City of Fairview**, acting by and through its elected officials, hereinafter referred to as "Agency," and **Multnomah County**, acting by and through its elected officials, hereinafter referred to as "County", entered into an Agreement on April 10, 2009. Said Agreement covers design and construction of a sidewalk.

It has now been determined by State, Agency and County that the Agreement referenced above shall be amended to add 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 2, Page 2, which reads:

2. Agency has determined that the actual total cost of the Project is estimated to be \$152,690. State shall fund the Project in an amount not to exceed \$127,690. Agency shall provide a match in the amount of \$25,000 and shall be responsible for any portion of the Project which is not covered by State funding.

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

2. Agency has determined that the actual total cost of the Project is estimated to be \$182,690. State shall fund the Project in an amount not to exceed \$157,690. Agency shall provide a match in the amount of \$25,000 and shall be responsible for any portion of the Project which is not covered by State funding.

AGENCY OBLIGATIONS, Paragraph 10, Page 4, which reads:

10. Agency shall be responsible for all costs not covered by State funding. State funding is limited to \$127,690.

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

10. Agency shall be responsible for all costs not covered by State funding. State funding is limited to \$157,690.

STATE OBLIGATIONS, Paragraph 2, Page 5, which reads:

2. Upon receipt of notification that the Agency is prepared to proceed with the development of Project, State shall deposit with Agency the sum of \$63,845, such

**Agency/State
Agreement No. 25329**

amount being equal to 50 percent of the State's share of the estimated Project costs. Upon completion of Project, inspection and approval by State staff, and receipt from Agency of an itemized statement of the actual total cost of the Project, State shall deposit with Agency a final payment, the sum of \$63,845, such amount being equal to 50 percent of the State's share of the estimated Project costs. When added to the initial deposit, the final deposit will equal the State's share of the originally estimated costs of \$127,690. Should final Project costs exceed the original estimate, extra costs shall be borne by Agency; the maximum amount of State reimbursement is \$127,690. If final Project costs are less than original estimate, State shall deposit with Agency a final payment in an amount which, when added to the initial deposit, would equal the State's proportionate share of the originally estimated costs, based on a percentage calculated using State share and local match.

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

2. Upon receipt of notification that the Agency is prepared to proceed with the development of Project, State shall deposit with Agency the sum of \$78,845 such amount being equal to 50 percent of the State's share of the estimated Project costs. Upon completion of Project, inspection and approval by State staff, and receipt from Agency of an itemized statement of the actual total cost of the Project, State shall deposit with Agency a final payment, the sum of \$78,845, such amount being equal to 50 percent of the State's share of the estimated Project costs. When added to the initial deposit, the final deposit will equal the State's share of the originally estimated costs of \$157,690. Should final Project costs exceed the original estimate, extra costs shall be borne by Agency; the maximum amount of State reimbursement is \$157,690. If final Project costs are less than original estimate, State shall deposit with Agency a final payment in an amount which, when added to the initial deposit, would equal the State's proportionate share of the originally estimated costs, based on a percentage calculated using State share and local match.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when 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 its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 3, Paragraph 12, which authorizes the Director and Deputy Director, Highways to approve and execute all agreements pertaining to OTC approved local grant program agreements for bicycle and pedestrian projects.

Agency/State
Agreement No. 25329

On July 7, 2005 the Director and Deputy Director, Highways approved Subdelegation Order No. 4, Paragraph 10, in which the Director and Deputy Director, Highways, delegates authority to the Technical Services Manager/Chief Engineer to approve and execute all agreements pertaining to OTC approved local grant program agreements for bicycle and pedestrian projects.

City of Fairview, by and through its elected officials

By John Gessner

Date 6-7-10

By _____

Date _____

Multnomah County by and through its designated officials

By Brian Vincent
Brian Vincent, PE, County Engineer

Date 6/2/10

BOARD OF COUNTY COMMISSIONERS:

By Jeff Cohen
Jeff Cohen, County Chair

Date 07/22/10

Agency Contact:

John Gessner
Community Development Director
1300 NE Village Street
Fairview, OR 97024
503-674-6205
gessnerj@ci.fairview.or.us

County Contact:

Brian Vincent, County Engineer
Multnomah County
1620 SE 190th Ave
Portland OR 97233
503-988-5050, ext 29642
brian.s.vincent@co.multnomah.or.us

STATE OF OREGON, by and through its Department of Transportation

By Adam N.
Technical Services Manager/Chief Engineer

Date 6-14-10

APPROVAL RECOMMENDED

By Shula Lyons
Pedestrian/Bicycle Program Manager

Date 14 June 2010

APPROVED AS TO LEGAL SUFFICIENCY

By Julie K. Z. Hansen
Assistant Attorney General

Date: 6/11/10

By /s/ Matthew O. Ryan
~~City Counsel~~ Assistant County Attorney
for Multnomah County, Oregon

Date 06/29/2010

By _____
County Counsel

Date _____