

**AMENDMENT NUMBER 01
COOPERATIVE IMPROVEMENT AGREEMENT
2003 OREGON TRANSPORTATION INVESTMENT ACT MODERNIZATION and
SURFACE TRANSPORTATION PROGRAM – Urban
OR 99W: Gaarde/McDonald Intersection Improvements**

The **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as “State;” and Washington County, acting by and through its Board of County Commissioners, hereinafter referred to as “County,” and the City of Tigard, Acting by and through its elected officials, hereinafter referred to as “City,” all herein referred to individually or collectively as “Party” or “Parties,” entered into an Agreement on April 10, 2013. Said Agreement covers the modernization and intersection improvements to OR 99W at SW Gaarde Street and SW McDonald Street.

It has now been determined by Parties that the Agreement referenced above shall be amended to add additional funding being provided by the City, clarify maintenance duties upon construction completion and reference Utility Agreement for waterline work. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to “Exhibit A” shall hereinafter be referred to as “Revised Exhibit A.”

TERMS OF AGREEMENT, Paragraph 2, Page 3, which reads:

2. The Project is estimated to cost \$9,444,630. Due to the uncertainty of cost estimates, the Parties agree to finance the Project at \$9,450,000. Funding will come from the following funding sources: \$944,630 from the 2003 OTIA Modernization Program: \$3,000,000 from the Surface Transportation Program: \$1,500,000 from City and up to \$4,000,000 from County funds. The estimate for the total Project cost is subject to change. City shall be responsible for any nonparticipating costs, and Project costs beyond the State, County, and federal money that is being contributed pursuant to paragraphs 3 and 4 below.

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

2. The Project is estimated to cost \$9,840,000. Due to the uncertainty of cost estimates, the Parties agree to finance the Project at \$9,850,000. Funding will come from the following funding sources: \$944,630 from the 2003 OTIA Modernization Program: \$3,000,000 from the Surface Transportation Program: \$1,500,000 from City and up to \$4,400,000 from County funds. The estimate for the total Project cost is subject to change. City shall be responsible for any nonparticipating costs, and Project costs beyond the State, County, and federal money that is being contributed pursuant to paragraphs 3 and 4 below.

\$4,000,000

TERMS OF AGREEMENT, Paragraph 3, Page 3, which reads:

3. County agrees to contribute up to \$4,000,00 of County funds in two or more separate deposits, subject to full contribution of State, Federal, and City funds. County has no other obligations under this Agreement, other than contribution of County funds to State for Project puposes. County funds may only be applied to the following:
 - a. Performance of preliminary engineering, construction engineering, and right of way work for the Project (up to \$2,000,000).
 - b. Project construction costs (up to \$2,000,000).

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

\$4,400,000

3. County agrees to contribute up to \$4,400,00 of County funds in two or more separate deposits, subject to full contribution of State, Federal, and City funds. County has no other obligations under this Agreement, other than contribution of County funds to State for Project puposes. County funds may only be applied to the following:
 - a. Performance of preliminary engineering, construction engineering, and right of way work for the Project (up to \$2,000,000).
 - b. Project construction costs (up to \$2,400,000).

TERMS OF AGREEMENT, Paragraph 4, Page 3, which reads:

4. Upon completion of Plans, Specifications, and Estimate (PS&E) review by State Region 1 staff, State shall determine the estimated Project construction cost. State shall next determine the amount of federal, state, and city funds available for project construction, and the amount of County funds that, when combined with other available funds, would be required to complete construction. County's deposits will not exceed a total of \$4,000,000 and will only be used in the amounts and for the purposes specified to complete Project items listed in TERMS OF AGREEMNT, Paragraphs 3a-3b above. County will have an opportunity to review the estimate in advance of depositing any additional funds on top of the initial deposit as per COUNTY OBLIGATIONS Paragraph 1.

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

4. Upon completion of Plans, Specifications, and Estimate (PS&E) review by State Region 1 staff, State shall determine the estimated Project construction cost. State shall next determine the amount of federal, state, and city funds available for project construction, and the amount of County funds that, when combined with other available funds, would be required to complete construction. County's deposits will not exceed a total of \$4,400,000 and will only be used in the amounts and for the purposes specified to complete Project items listed in TERMS OF AGREEMENT, Paragraphs 3a-3b above. County will have an opportunity to review the estimate in advance of depositing any additional funds on top of the initial deposit as per COUNTY OBLIGATIONS Paragraph 1.

Insert new TERMS OF AGREEMENT, Paragraph 13, to read as follows:

13. The Project will include the construction of a City owned water line across OR 99W. The cost of construction of the water line shall be (\$400,000) paid by the City. The water line work shall be further described under separate Utility Agreement No. 30,212.

STATE OBLIGATIONS, Paragraph 4, Page 5, which reads:

4. State shall, upon execution of this Agreement, forward to County a letter of request for an advance deposit to be made to the County's LGIP along with permission and account information for State to draw from the County LGIP account. The first advance deposit shall be in the amount of \$2,000,000. State shall use these funds solely for preliminary engineering and construction engineering. Upon State determination that the Project is ready for construction bidding, State may request additional deposits from County for Project construction costs, in an amount determined under Terms of Agreement Paragraph 4. Any State request for funds shall be accompanied by an itemized statement of Project expenditures and an estimated cost to complete Project. County's contribution for all Project tasks will not exceed \$4,000,000. Any unused County funds left at the end of the Project will be refunded to the County.

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

4. State shall, upon execution of this Agreement, forward to County a letter of request for an advance deposit to be made to the County's LGIP along with permission and account information for State to draw from the County LGIP account. The first advance deposit shall be in the amount of \$2,000,000. State shall use these funds solely for preliminary engineering and construction engineering. Upon State determination that the Project is ready for construction bidding, State may request additional deposits from County for Project construction costs, in an amount

determined under Terms of Agreement Paragraph 4. Any State request for funds shall be accompanied by an itemized statement of Project expenditures and an estimated cost to complete Project. County's contribution for all Project tasks will not exceed \$4,400,000. Any unused County funds left at the end of the Project will be refunded to the County.

Insert new CITY OBLIGATIONS, Paragraph 8, to read as follows:

8. City shall be responsible for paying for water line work, which is estimated to be \$400,000. The water line work shall be further described under separate Utility Agreement No. 30,212.

CITY OBLIGATIONS, Paragraphs 8 through 11, shall be hereinafter re-numbered as Paragraphs 9 through 12.

CITY OBLIGATIONS, Paragraph 11, Page 7, which reads:

11. City's Project Manager for this Project is Michael Stone, City Engineer, 13125 SW Hall Blvd, Tigard OR 97223, 503-718-2759, mstone@tigard-or.gov, or assigned designee upon individual's absence. City shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

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

12. City's Project Manager for this Project is Steve Schalk, Contract Project Manager, 13125 SW Hall Blvd, Tigard OR 97223, 503-718-2470, steves@tigard-or.gov, or assigned designee upon individual's absence. City shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

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.

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 2012-2015 Statewide Transportation Improvement Program, (Key #16968) that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

County/City/State
Agreement No. 28161-01

CITY OF TIGARD, by and through its elected officials

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
City Counsel

Date _____

WASHINGTON COUNTY, by and through its Board of County Commissioners

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
County Counsel

Date _____

City Contact:
Steve Schalk, CPM
13125 SW Hall Boulevard
Tigard, OR 97223
503-718-2470
steves@tigard-or.gov

County Contact:
Gary Stockhoff, CPM
1400 SW Walnut St., MS 18
Hillsboro, OR 97123-5625
503-846-7820
Gary.Stockhoff@co.washington.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date: _____

State Contact:
Matthew Freitag, Project Manager
123 NW Flanders St
Portland OR 97209
503-731-4851
matthew.d.freitag@odot.state.or.us

**REVISED EXHIBIT A-1
PROJECT DESCRIPTION
City of Tigard
Washington County
OR 99W: Gaarde/McDonald Intersection Improvements**

The City of Tigard proposed, and the Oregon Transportation Commission has endorsed a Federal Transportation Reauthorization Request to improve safety and capacity of this heavily congested intersection of Highway 99W. Considering the fact that the new arterials proposed for addressing traffic demand from 99W to I-5 are likely a number of years away, it is important that the existing route function as safely and efficiently as possible. The planned improvement include improved bicycle, pedestrian and transit connections, access management, improved capacity and additional turn-lanes.

Project Cost Estimate		Project Financing	
Preliminary engineering & design	\$1,500,000	City Contribution	\$1,500,000
Right of way purchase	\$3,800,000	County Contribution	\$4,400,000
Construction	<u>\$4,500,000</u>	STP (including match)	\$3,000,000
Total	\$9,800,000	OTIA	<u>\$ 944,630</u>
		Total	\$9,844,630