

**AMENDMENT NUMBER 02
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 and Amendment No. 1 on October 22, 2014. Said Agreement and Amendment 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 increase the City’s contribution to address the increase in total Project cost due to high construction bid. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

Revised Exhibit A-1 shall be deleted in its entirety and replaced with the attached Revised Exhibit A-1 (V2). All references to “Exhibit A” shall hereinafter be referred to as “Revised Exhibit A-1 (V2).”

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

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.

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

2. The Project is estimated to cost \$10,915,000. Funding will come from the following funding sources: \$944,630 from the 2003 OTIA Modernization Program; \$3,000,000 from the Surface Transportation Program; up to \$2,600,000 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.

TERMS OF AGREEMENT, Paragraph 13, shall be added as follows:

13. The Parties agree that the City's additional contribution of \$1,100,000, provided as of this Amendment No. 2, shall be applied to Project costs after all previously agreed to Federal and County contributions and after the City's original \$1,500,000 contribution. In the event the Project costs do not exceed the expected total Project financing cost of \$10,944,630, the City shall be refunded any remaining City funds in excess of its original \$1,500,000 contribution.

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:

11. City's Project Manager for this Project is Mike McCarthy, Senior Project Engineer, 13125 SW Hall Blvd, Tigard OR 97223, 503-718-2462, mikem@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).

Signature Page to Follow

County/City/State
Agreement No. 28161-02

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:

Mike McCarthy, P.E.
13125 SW Hall Boulevard
Tigard, OR 97223
503-718-2462
mikem@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 David B. Hutton
Assistant Attorney General

Date 3/12/2015

State Contact:

Matthew Freitag, P.M.
123 NW Flanders St
Portland, OR 97209
503-731-4851
matthew.d.freitag@odot.state.or.us



REVISED EXHIBIT A-1(V2)
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	\$1,850,000	City Contribution	\$2,600,000
Right of way purchase	\$3,565,000	County Contribution	\$4,400,000
Construction	<u>\$5,500,000</u>	STP (including match)	\$3,000,000
Total	\$10,915,000	OTIA	<u>\$ 944,630</u>
		Total	\$10,944,630