

**RESOLUTION NO. 1980**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE 2001 OREGON TRANSPORTATION INVESTMENT ACT AGREEMENT REFERRED TO AS LOCAL AGENCY AGREEMENT NO. 19,519 BETWEEN THE CITY OF WILSONVILLE, THE OREGON DEPARTMENT OF TRANSPORTATION, AND METRO FOR CONSTRUCTION OF THE BOECKMAN ROAD EXTENSION**

WHEREAS, on October 21, 2002, the City Council of the City of Wilsonville passed Resolution 1799 authorizing the Mayor to execute an intergovernmental agreement with the State of Oregon acting by and through its Department of Transportation titled "2001 Oregon Transportation Investment Act Agreement, Boeckman Road—Tooze Road Connection"; and

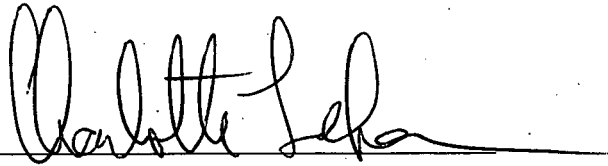
WHEREAS, on March 13, 2003 the City of Wilsonville entered into said intergovernmental agreement, known as Local Agency Agreement No. 19,519 (the "Agreement"), with the Oregon Department of Transportation and Metro to address construction of the Boeckman Road to Tooze Road Connection (the "Project") and provide funding under the 2001 OTIA program for the Project; and

WHEREAS, the parties to the Agreement seek to amend the Agreement to add federal funds to the Project, modify the milestones, and split the Project into two (2) phases.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City of Wilsonville City Council authorizes the Mayor to execute Amendment No. 1 to Local Agency Agreement No. 19,519, the 2001 Oregon Transportation Investment Act Agreement for the Boeckman Road to Tooze Road Connection, attached hereto as Exhibit A and incorporated as if fully set forth herein, between the City of Wilsonville, the Oregon Department of Transportation, and Metro;
2. The effective date of this Resolution is February 28, 2006.

ADOPTED by the Wilsonville City Council at a special meeting thereof this 28<sup>th</sup> day of February 2006, and filed with the Wilsonville City Recorder this date.

  
CHARLOTTE LEHAN, Mayor

ATTEST:

  
Sandra C. King, City Recorder, CMC

Mayor Lehan	Yes
Councilor Knapp	Yes
Councilor Kirk	Yes
Councilor Ripple	Yes
Councilor Holt	Yes

List of Exhibits

Exhibit A - Intergovernmental Agreement Between The City of Wilsonville, the Oregon Department of Transportation and Metro Regarding the Boeckman Road to Tooze Road Connection Project

**AMENDMENT No. 1**  
**2001 OREGON TRANSPORTATION INVESTMENT ACT AGREEMENT**  
**Boeckman Road – Tooze Road Connection**

The State of Oregon, acting by and through its Department of Transportation (ODOT), the City of Wilsonville, acting by and through its Elected Officials ("City" or "Agency"), and Metro, acting as the region's Metropolitan Planning Organization (MPO) by and through its Chief Operating Officer (Metro), entered into Local Agency Agreement No.19,519 on March 13, 2003. Said agreement was to cover the construction of the Boeckman Road to Tooze Road Connection, hereinafter referred to as "Project."

It has now been determined by ODOT, City and Metro that the agreement referenced above, although remaining in full force and effect, shall be amended by this document to add federal funds to the Project, modifies the milestones and splits the Project into two (2) phases. Therefore the above mentioned agreement shall be amended as follows:

**Exhibit A shall be replaced in its entirety with Revised Exhibit A.**

**Exhibit B shall be replaced in its entirety with Revised Exhibit B.**

**Page 1, Recitals, Paragraph 2, which reads:**

"2. The Oregon Transportation Commission selected the projects to be funded under the 2001 OTIA Program at its January 16, 2002 meeting. This selection included City's Boeckman Road to Tooze Road Connection Project, as described in Exhibit "A"."

**Shall be amended to read:**

"2. The Oregon Transportation Commission selected the projects to be funded under the 2001 OTIA Program at its January 16, 2002 meeting. This selection included City's Boeckman Road to Tooze Road Connection Project, as described in the **Revised** Exhibit "A"."

**Page 1, Recitals Paragraph 3, which reads:**

"3. By the authority granted in ORS 190.110, 366.770 and 366.775, state agencies may enter into cooperative 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."

Key #12400

**Shall be amended to read:**

"3. By the authority granted in ORS 190.110, 366.572 and 366.576, state agencies may enter into cooperative 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."

**Page 1, T of A, Paragraph 1, which reads:**

"1. City shall complete Preliminary Engineering & Design, Environmental Assessment, access management plan and acquisition of easements and Right-of-way and Construction for Boeckman to Tooze Road Connection, hereinafter known as "Project". A Project description and budget are shown on Exhibit "A", attached hereto and by this reference made a part hereof. A sketch map showing the location and approximate limits of the Project is shown on Exhibit "B", attached hereto and by this reference made a part hereof."

**Shall be amended to read:**

"1.a. City shall complete Phase 1 and Phase 2 Preliminary Engineering & Design, Environmental Assessment, access management strategy, utility work, acquisition of easements and Right-of-way and Construction for Boeckman to Tooze Road Connection, hereinafter known as "Project". A Project description, description of Phase 1 and Phase 2, and budget are shown on the **Revised** Exhibit "A", attached hereto and by this reference made a part hereof. A sketch map showing the location and approximate limits of the Project is shown on the **Revised** Exhibit "B", attached hereto and by this reference made a part hereof. City shall complete Project Phase 1 according to the milestones set forth under City Obligations. City shall complete Project Phase 2 within a reasonable time as funds are identified and become available.

b. City proposes to incorporate non-reimbursable sanitary sewer, electrical, communications, and waterline utility work into the Project construction contract. City will provide plans, specifications, and bid items and will be required to make deposit of monies to ODOT for the non-reimbursable work to be included in the contract. Upon construction authorization from the Federal Highway Administration the City will be requested to forward a deposit to ODOT to cover estimated bid item costs. Upon award of the contract the City will be advised of the unit bid price submitted by the accepted low bid contractor for the requested non-reimbursable work. The City will be requested to forward a deposit to cover any overrun due to actual bid costs for the non-reimbursable utility work. Non-reimbursable utility work cannot be removed from ODOT's construction contract, even if the cost of the bid items is more than anticipated. The City is responsible for paying all the costs associated with the requested work including a pro-rated share of construction engineering, unanticipated costs and differing site conditions such as excavation in rock. When the construction is complete, a verification will be made of expenditures for the ODOT contract. The City will be billed for any costs that exceed the bid amount, or a refund will be issued for any excess funds that were collected."

**Page 1, T of A, Paragraph 2, which reads:**

"2. The total estimated cost of the Project is \$15,693,003. The budget is shown on Exhibit "A".

**Shall be amended to read:**

"2. The total estimated cost of the Project is \$20,909,865. The budget is shown on the Revised Exhibit "A"."

**Page 1 & 2, T of A, Paragraph 3, which reads:**

"3. 2001 OTIA Program funds shall be limited to \$1,976,378. OTIA funds shall be used for the Access Management Plan, Preliminary Engineering & Design, Environmental Assessment, and partial acquisition of easements and Right-of-way. ODOT has committed \$1,956,625 in federal funds available to ODOT to go toward the construction phase of the Project. Metro has also committed \$1,956,625 in federal funds available to Metro toward the construction phase to be programmed in the 2004-2007 Statewide Transportation Improvement Program, Metro Resolution 02-3151 attached hereto, marked Exhibit "D", and by this reference made a part hereof. An amendment to this agreement shall be required prior to incurring costs applied to construction to add TIP and STIP programming information. As federal funds will be used for the construction, the federal Standard Provisions shall apply to "all" Project phases, and are attached hereto, marked Attachment 1, and by this reference made a part hereof. City is responsible for providing all Project funds in excess of the OTIA and federal funds. The total cost for all phases, including construction is estimated to be \$15,693,003. The Project shall be completed no later than December 31, 2006."

**Shall be amended to read:**

"3. 2001 OTIA Program funds shall be limited to \$1,976,378. OTIA funds shall be used for the Access Management Strategy, Preliminary Engineering & Design, Environmental Assessment, acquisition of Right of Way and Construction. ODOT shall provide \$1,956,625 in federal funds available to ODOT to go toward Phase 1 construction of the Project. Metro, in its capacity as the regional MPO, has also committed \$1,956,625 in federal MTIP funds available to Metro as the MPO toward Phase 1 construction to be programmed in the 2004-2007 Statewide Transportation Improvement Program, Metro Resolution 02-3151 attached hereto, marked Exhibit "D", and by this reference made a part hereof. Metro, in its capacity as the regional MPO, has also committed an additional \$240,000 in federal funds available to Metro toward the Phase 1 construction of the Project. Total federal funds available from Metro as the MPO are \$2,196,625. As federal funds will be used for the construction, the federal Standard Provisions shall apply to all Project phases, and are attached hereto, marked Attachment 1, and by this reference made a part hereof. City is responsible for providing the match for the federal funds and all Project funds in excess of the OTIA and federal funds. The total cost for all phases, including construction is estimated to be \$20,909,865. All aspects of the Project's Phase 1 construction shall be completed no later than August 31, 2007.

A portion of the Project shall be conducted as a part of the SAFETEA-LU, Section(s) 1101(a)(16), 1701, 1702, 1913, 1935, 1936, 1102 High Priority Projects, 23 USC 117. The High Priority Funds available are limited to \$800,000 subject to annual obligation authority imposed

by SAFETEA-LU and the annual appropriations bill, and as they become available, may be used for all portions of the Project.”

**Page 2, City Obligations, Paragraph 1, which reads:**

”1. City, or its consultant, shall conduct the necessary engineering and design work required to produce final plans, specifications and cost estimates and the access management plan; obtain all easements and right-of-way, if any, required for Project in compliance with ORS 281.060, ORS 35.346, and the State of Oregon Right of Way Manual; obtain all required permits, including, but not limited to land use, regulatory/environmental and local; arrange for all utility relocations or reconstruction, if any, required for Project in compliance with the standards in City Obligations, Paragraph 13; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid documents provide Project management services; and other necessary functions for administration of the contract.”

**Shall be amended to read:**

”1. City, or its consultant, shall conduct the necessary engineering and design work required to produce final plans, specifications and cost estimates and the access management strategy; obtain all easements and right-of-way, if any, required for Project in compliance with ORS 35.510, ORS 35.346, and the State of Oregon Right of Way Manual; obtain all required permits, including, but not limited to land use, regulatory/environmental and local; arrange for all utility relocations or reconstruction, if any, required for Project in compliance with the standards in City Obligations, Paragraph 13; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid documents provide Project management services; and other necessary functions for administration of the contract.”

**Page 2, City Obligations, Paragraph 2, which reads:**

”2. The Project shall be developed in conformance with recommended AASHTO standards as stated in the Standard Provisions, paragraph 37. City agrees and understands that an ODOT-City review of the construction plans shall be conducted prior to advertisement for construction bid proposals, and that ODOT’s and FHWA’s written approval is necessary before such advertisement. City shall, upon receipt of acceptable billing, reimburse ODOT for ODOT’s plan review, technical inspection, monitoring services, advertisement and award of the Project. The cost estimate for said ODOT review is \$40,000.”

**Shall be amended to read:**

”2. The Project shall be developed in conformance with recommended AASHTO standards as stated in the Standard Provisions, paragraph 37. City agrees and understands that an ODOT-City review of the construction plans shall be conducted prior to advertisement for construction bid proposals, and that ODOT’s and FHWA’s written approval is necessary before such advertisement. City shall, upon receipt of acceptable billing, reimburse ODOT for ODOT’s plan

review, technical inspection, monitoring services, advertisement and award of the Project. The cost estimate for said ODOT review for Phase 1 and 2 through award of Phase 1 construction is \$40,000. City shall, upon receipt of acceptable billing, reimburse ODOT for ODOT's construction contract administration and construction services after award of the Project. The cost estimate for said ODOT construction activity for Phase 1 is \$25,000."

**Page 3, City Obligations, Paragraph 4. a., which reads:**

"4. a. City shall submit documentation to ODOT's Project Liaison that shows that City has met Project key milestones. The Project key milestones, dates, and required documentation are shown below:

**Environmental: October 31, 2004**

Documentation: Letter from City documenting that the milestone has been met.

**Right of Way Acquisition: May 31, 2005**

**Documentation:** Letter from City's legal counsel certifying that 1) the right of way needed for the Project has been obtained and 2) the right-of-way acquisition has been completed in accordance with those certain right of way requirements contained in City Obligations, paragraph 1, of this agreement.

**Permits: October 31, 2004**

**Documentation:** Letter from City indicating that all Permits have been obtained.

**Final Plans / Biddable Engineering Documents: May 31, 2005**

**Documentation:** A copy of completed Project plans, specifications and cost estimates.

**Contract Advertisement and Award: June 30, 2005**

**Documentation:** A copy of the Award of Contract submitted to the Bureau of Labor and Industries.

**Construction Completion: December 31, 2006**

**Documentation:** a letter from City indicating that construction is substantially complete.

**Project Completion: December 31, 2006**

**Documentation:** Letter from City indicating that the Project is complete and open to traffic, accompanied by City's final billing to ODOT."

**Shall be amended to read:**

"4. a. City shall submit documentation to ODOT's Project Liaison that shows that City has met Project Phase 1 and 2 key milestones. The Project key milestones, dates, and required documentation are shown below:

**Environmental Assessment (EA): October 31, 2004 (Phase 1 and 2)**

**Documentation:** Final Revised Environmental Assessment from City.

**Environmental Approvals (Post EA): December 16, 2005 (Phase 1 and 2)**

**Documentation:** Copies of all final Post-EA environmental memos, reports, and approvals from City.

**Right of Way Acquisition: December 16, 2005 (Phase 1)**

**Documentation:** Right-of-Way certification from City on ODOT Right-of-Way Certification form.

**Permits: December 16, 2005 (Phase 1 and 2)**

**Documentation:** Copies of all required Permit approvals. Letter from City indicating that all Permits have been obtained and that all Permit conditions have been incorporated into the project plans and specifications.

**Final Plans / Biddable Engineering Documents: December 23, 2005 (Phase 1)**

**Documentation:** A copy of final mylar project plans, specifications, cost estimate, and schedule (PS&E); and all related final PS&E documentation.

**Contract Advertisement and Award: March 10, 2006 (Phase 1)**

**Documentation:** An email from City acknowledging receipt of Notice of Award from ODOT.

**Construction Completion: March 31, 2007 (Phase 1)**



**Documentation:** A letter from City after 2<sup>nd</sup> Notification to construction contractor indicating that construction is substantially complete and the Project is open to traffic.

**Project Completion: August 31, 2007 (Phase 1)**

**Documentation:** A letter from City after 3<sup>rd</sup> Notification to construction contractor indicating that the Project is complete, accompanied by City's final billing to ODOT."

**Page 4, Agency Obligations, Paragraph 10, which reads:**

"10. City, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its contractors complies with these requirements."

**Shall be amended to read:**

"10. All employers, including City that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its subcontractors complies with these requirements."

**Page 5, Agency Obligations, Paragraph 15, which reads:**

"15. City shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, and the Oregon Department of Transportation and its officers and employees, from all claims, suits or actions of any nature arising out of activities of City, its consultant, its contractor, its officers, subcontractors, agents, or employees under this agreement.

**Shall be deleted and replaced by new General Provisions 7 and 8.**

**Page 5, Agency Obligations, Paragraph 20, which reads:**

"20. City agrees to comply with the conditions for Project approval adopted by the Oregon Transportation Commission, as set out in Exhibit A, Special Conditions, which is attached and made part of this Agreement."

**Shall be amended to read:**

"20. City agrees to comply with the conditions for Project approval adopted by the Oregon Transportation Commission, as set out in the revised the **Revised** Exhibit A, Special Conditions, which is attached and made part of this Agreement."

**Page 6, ODOT Obligations, Paragraph 3, which reads:**

- "3. ODOT's Project Liaison for this agreement is: Janeen Adamo, 123 NW Flanders, Portland Or. 97209 (503-731-4179). ODOT's Liaison shall:
- a. Receive any notices provided by City under this agreement.
  - b. Review and process for payment all eligible, actual Project costs incurred within 30 days of the date of receipt of City's invoices by ODOT.
  - c. Advise City at City's request on matters affecting the Project.
  - d. ODOT's Project Liaison is granted the authority to enter into and execute formal amendments to this agreement when revisions to the Project schedule are deemed necessary by the project review team."

**Shall be amended to read:**

- "3. ODOT's Project Liaison for this agreement is: Tom Weatherford, 123 NW Flanders, Portland Or. 97209 (503-731-8238). ODOT's Liaison shall:
- a. Receive any notices provided by City under this agreement.
  - b. Review and process for payment all eligible, actual Project costs incurred within 30 days of the date of receipt of City's invoices by ODOT.
  - c. Advise City at City's request on matters affecting the Project.
  - d. ODOT's Project Liaison is granted the authority to enter into and execute formal amendments to this agreement when revisions to the Project schedule are deemed necessary by the project review team."

**Page 7, General Provisions, Paragraph 2 c. which reads:**

"c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the agreement."

**Shall be amended to read:**

"c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement."

**General Provisions No. 5 shall be added to read:**

"5. If the Low Responsive Bid is greater than 110% of the Engineering's Estimate: The Office of Procurement, Construction Section, will contact the ODOT Local Government Section and appropriate ODOT Local Agency Liaison. The ODOT Local Agency Liaison will contact the City to determine if the City has the additional funding needed for the project. The City will submit to Construction Section within five working days of receiving the notification, the written decision from their authorized representative whether additional funding is available from the City. If the decision from the City cannot be obtained within five days, the City, Local Agency Liaison, and Construction Section will discuss and agree on how to proceed. ODOT will confirm that the City has adequate funding before the contract is awarded."

**General Provisions No. 7 shall be added to read:**

"7. To the extent permitted by Article XI, Section 7 and Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other parties against liability for damage to life or property arising from the indemnifying party's own activities under this agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of employees or agents of that other party."

**General Provisions No. 8 shall be added to read:**

"8. Notwithstanding the foregoing defense obligations under paragraph 6 above, none of the parties nor any attorney engaged by any party shall defend any claim in the name of another party or any agency/department/division of such other party, nor purport to act as legal representative of any other party or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of such other party. Each party may, at any time at its election assume its own defense and settlement in the event that it determines that any other party is prohibited from defending it, or that such other party is not adequately defending its interests, or that an important governmental principle is at issue or that it is in the best interests of the party to do so. Each party reserves all rights to pursue any claims it may have against another if it elects to assume its own defense."

**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 January 16, 2002.

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 when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

On November 10, 2004, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, in which the Director delegates authority to the Deputy Director, Highways, and the Deputy Director for OTIA to approve and execute agreements over \$75,000

when the work is related to a project included in the Statewide Transportation Improvement Program.

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Tech Services Mgr/Chief Engineer

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
City Attorney

Date \_\_\_\_\_

By \_\_\_\_\_  
Metro Attorney

Date \_\_\_\_\_

**STATE OF OREGON**, by and through  
Its Department of Transportation

By \_\_\_\_\_  
Deputy Director, Highways

Date \_\_\_\_\_

**CITY OF WILSONVILLE**, By and  
through its Elected Officials

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Recorder

Date \_\_\_\_\_

**METRO**, By and through its Chief Operating

By \_\_\_\_\_

Date \_\_\_\_\_

**RETURN AGREEMENT TO CITY**

Contact: Mike Stone  
Address: C/O City of Wilsonville  
30000 SW Town Center Loop E  
Wilsonville, Oregon 97070

**REVISED EXHIBIT A  
PROJECT DESCRIPTION  
CITY OF WILSONVILLE  
BOECKMAN ROAD TO TOOZE ROAD CONNECTION**

Extend Boeckman Road from 95<sup>th</sup> Avenue to the intersection of 110<sup>th</sup> Avenue and Tooze Road. Reconstruct Tooze Road from 110<sup>th</sup> Avenue to Grahams Ferry Road. The Project will include a travel lane in each direction, left turn lanes at intersections and major driveways, bicycle lanes, and sidewalks. The Project proposes construction of a bridge, storm sewer system, culverts, traffic signals, railroad crossing, landscaping, wetland mitigation, utility installation, water line installation and illumination. The City intends to construct the project in two phases due to funding constraints. Phase 1 will construct the project segment from SW 95<sup>th</sup> Ave. to Station 76+85 (200' west of 110<sup>th</sup> Ave.). Phase 2 will construct the project segment from Station 76+85 (200' west of 110<sup>th</sup> Ave.) to SW Grahams Ferry Rd. Final design and r/w acquisition through construction will be completed for Phase 1. 60% design and r/w descriptions will be completed for Phase 2. Funding as shown below comes from existing available OTIA, federal, and local funding. The City commits to completion of Phase 2 design, right-of-way acquisition, and construction within a reasonable time as funds are identified and become available. The OTIA conditioned Access Management Strategy will also be phased. Please see attached map exhibit and cost/funding summary. The OTIA conditioned project NEPA Class 3 Environmental Assessment (EA) has been completed and FHWA has approved a project FONSI.

<b>Phase 1 Project Cost Estimate</b>	<b>Phase 1 Project Financing</b>	
Preliminary Engineering & Design (Phase 1 & 60% Phase 2)      **\$2,100,000	City PE & ROW Contribution	\$3,288,881
Environmental (Phase 1 & Phase 2)    \$350,000	OTIA	\$1,976,378
Right-of-way purchase (Phase 1 & Phase 2 Descriptions)                      \$2,815,259		
Total – PE & ROW                              \$5,265,259		
Construction (Phase 1)                      \$15,734,741	*Metro Const Contrib.	\$2,196,625
	*ODOT Const Contrib.	\$1,956,625
	***High Priority funds	\$800,000
	*City Const Contrib.	\$10,781,491
Total    \$21,000,000	Total	\$21,000,000

\*\*\* The High Priority Funds available are limited to \$800,000 subject to annual obligation authority imposed by SAFETEA-LU and the annual appropriations bill, and as they become available, may be used for all portions of the project.

Phase 2 Project Cost Estimate		Phase 2 Project Financing	
Preliminary Engineering & Design (60% - 100% Phase 2)      **\$900,000		City PE & ROW Contribution	\$1,809,892
Environmental (Completed w/Phase 1)      \$0			
Right-of-way purchase (Phase 2)      \$909,892			
Total – PE & ROW      \$1,809,892			
Construction (Phase 2)      \$2,587,500		City Const Contrib.	\$2,587,500
Total      \$4,397,392		Total	\$4,397,392

\* January 2002 Oregon Transportation Committee meeting minutes and Metro Resolution 02-3151, attached hereto, marked "Exhibit D", and by this reference made a part hereof, document the following: A commitment has been made of \$1,956,625 each from Metro, ODOT, the City of Wilsonville and Clackamas County to the Sunnyside Road OTIA and Boeckman Road OTIA projects, with the further commitment that those agencies shall seek federal discretionary or other earmark funds to directly offset that commitment. Therefore, should future discretionary funds be made available for this Project, all parties shall equally divide said discretionary funds and agency funding commitments shall be reduced by that amount, through amendment to this agreement. Metro as the MPO has also committed an additional \$240,000 in federal funds available to the MPO toward the construction phase of the Project. Total federal funds available from Metro in its MPO capacity are \$2,196,625.

\*\* Includes phased Access Management Strategy.

#### SPECIAL CONDITIONS

The Oregon Transportation Commission approved Projects for funding under OTIA subject to certain conditions:

1. Complete an environmental assessment that analyzes Boeckman Road/Tooze Road.
2. The City of Wilsonville shall develop an Access Management Strategy for the project consistent with requirements of OAR 734-051.