

**INTERSTATE AGREEMENT
Astoria Megler Bridge Painting North End
Oregon Bridge Number 07949A
Washington Bridge Number 101/1
Amendment Number 1**

The STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and the STATE OF WASHINGTON, acting by and through the Washington Department of Transportation, hereinafter referred to as "WSDOT," entered into an Agreement on November 29, 2007. Said Agreement covers the painting of steel deck girders and through truss at the north end of the bridge.

It has now been determined by ODOT and WSDOT that the Agreement referenced above, shall be amended to increase project costs. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

1. Paragraph 2 of TERMS OF AGREEMENT, Page 2, which reads:

2. The total Project cost is currently estimated at Eleven Million One Hundred Ninety-Six Thousand Dollars (\$11,196,000.00) of which Ninety Thousand Dollars (\$90,000.00) is for Preliminary Engineering and Eleven Million One Hundred Six Thousand Dollars (\$11,106,000.00) is for construction. Each Party shall provide fifty (50) percent of the actual direct and related indirect total cost of the Project.

Shall be deleted in its entirety and replaced with:

2. The total Project cost is currently estimated at Twenty Million Ninety Thousand Dollars (\$20,090,000.00) of which Ninety Thousand Dollars (\$90,000.00) is for Preliminary Engineering and Twenty Million Dollars (\$20,000,000.00) is for construction. Each Party shall provide fifty (50) percent of the actual direct and related indirect total cost of the Project.

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

3. WSDOT's estimated costs for the Project are Five Million Five Hundred Ninety-Eight Thousand Dollars (\$5,598,000.00), which is fifty (50) percent of the estimated total cost of the Project.

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Shall be deleted in its entirety and replaced with:

3. WSDOT's estimated costs for the Project are Ten Million, Forty-Five Thousand Dollars (\$10,045,000.00), which is fifty (50) percent of the estimated total cost of the Project.

3. Paragraph 4 of TERMS OF AGREEMENT, Page 2, which reads:

4. ODOT's estimated costs for the Project are Five Million Five Hundred Ninety-Eight Thousand Dollars (\$5,598,000.00), which is fifty (50) percent of the estimated total cost of the Project.

Shall be deleted in its entirety and replaced with:

4. ODOT's estimated costs for the Project are Ten Million, Forty-Five Thousand Dollars (\$10,045,000.00), which is fifty (50) percent of the estimated total cost of the Project.

4. Paragraph 5 of TERMS OF AGREEMENT, Page 2, which reads:

5. The Parties agree that \$11,196,000.00 is only a Project estimate. Prior to exceeding the Project estimate, the Parties agree to meet to determine whether to amend the Project scope to stay within the estimate or to pay their proportionate shares of the additional Project costs and reflect the increased costs in an amendment to this Agreement. The Parties further agree that additional Project costs may also include all costs associated with Project contractor claims and/or litigation, including arbitration damage awards or court judgments, including the costs of litigation, attorneys fees and expert fees.

Shall be deleted in its entirety and replaced with:

5. The Parties agree that \$20,090,000.00 is only a Project estimate. Prior to exceeding the Project estimate, the Parties agree to meet to determine whether to amend the Project scope to stay within the estimate or to pay their proportionate shares of the additional Project costs and reflect the increased costs in an amendment to this Agreement. The Parties further agree that additional Project costs may also include all costs associated with Project contractor claims and/or litigation, including arbitration damage awards or court judgments, including the costs of litigation, attorneys fees and expert fees.

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5. 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 Amendment, hereby acknowledge that each Party has read this Amendment, understands it, and agrees to be bound by its terms and conditions.

This Project is in the 2006-2009 Statewide Transportation Improvement Program, (Key #14835) that was approved by the Oregon Transportation Commission on August 17, 2005 (or subsequently approved by amendment to the STIP).

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. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

Signature Page to Follow

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, in which the Director delegates to the Deputy Director, Highways the authority to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

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STATE OF WASHINGTON, by and through its Department of Transportation

By 
Regional Engineering Manager

Date 11-3-09

APPROVED AS TO FORM


By 
Assistant Attorney General

Date 10-21-08

WSDOT Contact:

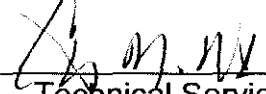
WSDOT – Kelso AEO
Attn: Denys Tak
2400 Talley Way
Kelso, WA 98626

STATE OF OREGON, by and through its Department of Transportation

By 
Deputy Director, Highways

Date 26NOV08

APPROVAL RECOMMENDED

By 
Technical Services Manager/Chief Engineer 11-26-08

Date 11-24-08

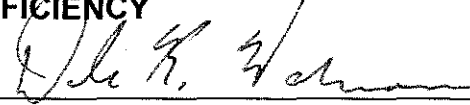
By 
State Bridge Engineer

Date 11-24-08

By 
Region 2 Manager

Date 11-13-08

APPROVED AS TO LEGAL SUFFICIENCY

By 
Assistant Attorney General

Date 11/6/08