

**INTERSTATE AGREEMENT
Columbia River (Glenn Jackson) Bridge Repair
Oregon Bridge Number (09555)
Washington Bridge Number (205/1)
Amendment No. 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 its Department of Transportation, hereinafter referred to as "WSDOT," entered into an Agreement on October 30, 2007; ODOT No. 23896 and WSDOT No. GCA 5171. Said Agreement covers the repair of deck joints on the Oregon Bridge Number 09555 and Washington Bridge Number 205/1, over the Columbia River.

It has now been determined by ODOT and WSDOT that the Agreement referenced above shall be amended to increase project costs, as provided by Section D, subsection 12, and to update language. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

TERMS OF AGREEMENT, Paragraphs A.2, A.3, A.4, and A.5, Page 2, which read:

2. The total Project cost is currently estimated at Two Million Six Hundred Sixty-Nine Thousand Dollars (\$2,669,000.00), of which One Hundred Four Thousand Dollars (\$104,000.00) is for Preliminary Engineering and Two Million Five Hundred Sixty-Five Thousand Dollars (\$2,565,000.00) is for construction. WSDOT and ODOT funding shares shall be based on the actual direct and related indirect total cost of the Project. Each Party shall provide fifty (50) percent of the actual direct and related indirect total cost of the Project.
3. WSDOT's estimated costs for the Project are One Million Three Hundred Thirty-Four Thousand Five Hundred Dollars (\$1,334,500.00), which is fifty (50) percent of the estimated total cost of the Project.
4. ODOT's estimated costs for the Project are One Million Three Hundred Thirty-Four Thousand Five Hundred Dollars (\$1,334,500.00), which is fifty (50) percent of the estimated total cost of the Project.
5. The Parties agree that Two Million Six Hundred Sixty-Nine Thousand Dollars (\$2,669,000.00) 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 approve the increased costs by executing an

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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, attorney fees and expert fees.

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

2. The total Project cost is currently estimated at Three Million Five Hundred Eighty-Three Thousand Seven Hundred Eight Dollars (\$3,583,708.00), of which Three Hundred Eighty-Three Thousand Nine Hundred Sixty-Nine Dollars (\$383,969.00) is for Preliminary Engineering and Three Million One Hundred Ninety-Nine Thousand Seven Hundred Thirty-Nine Dollars (\$3,199,739.00) is for construction. WSDOT and ODOT funding shares shall be based on the actual direct and related indirect total cost of the Project. Each Party shall provide fifty (50) percent of the actual direct and related indirect total cost of the Project.
3. WSDOT's estimated costs for the Project are One Million Seven Hundred Ninety-One Thousand Eight Hundred Fifty-Four Dollars (\$1,791,854.00), which is fifty (50) percent of the estimated total cost of the Project.
4. ODOT's estimated costs for the Project are One Million Seven Hundred Ninety-One Thousand Eight Hundred Fifty-Four Dollars (\$1,791,854.00), which is fifty (50) percent of the estimated total cost of the Project.
5. The Parties agree that should the Project costs exceed \$3,583,708.00, each Party agrees to meet to determine how to amend this Agreement to pay its proportionate share of the additional Project costs and reflect the increased costs, prior to exceeding the Project estimate. 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, attorney fees and expert fees.

This Amendment No. 1 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 signed counterpart with original signatures shall be mailed to WSDOT for final incorporation into WSDOT's original Amendment No. 1.

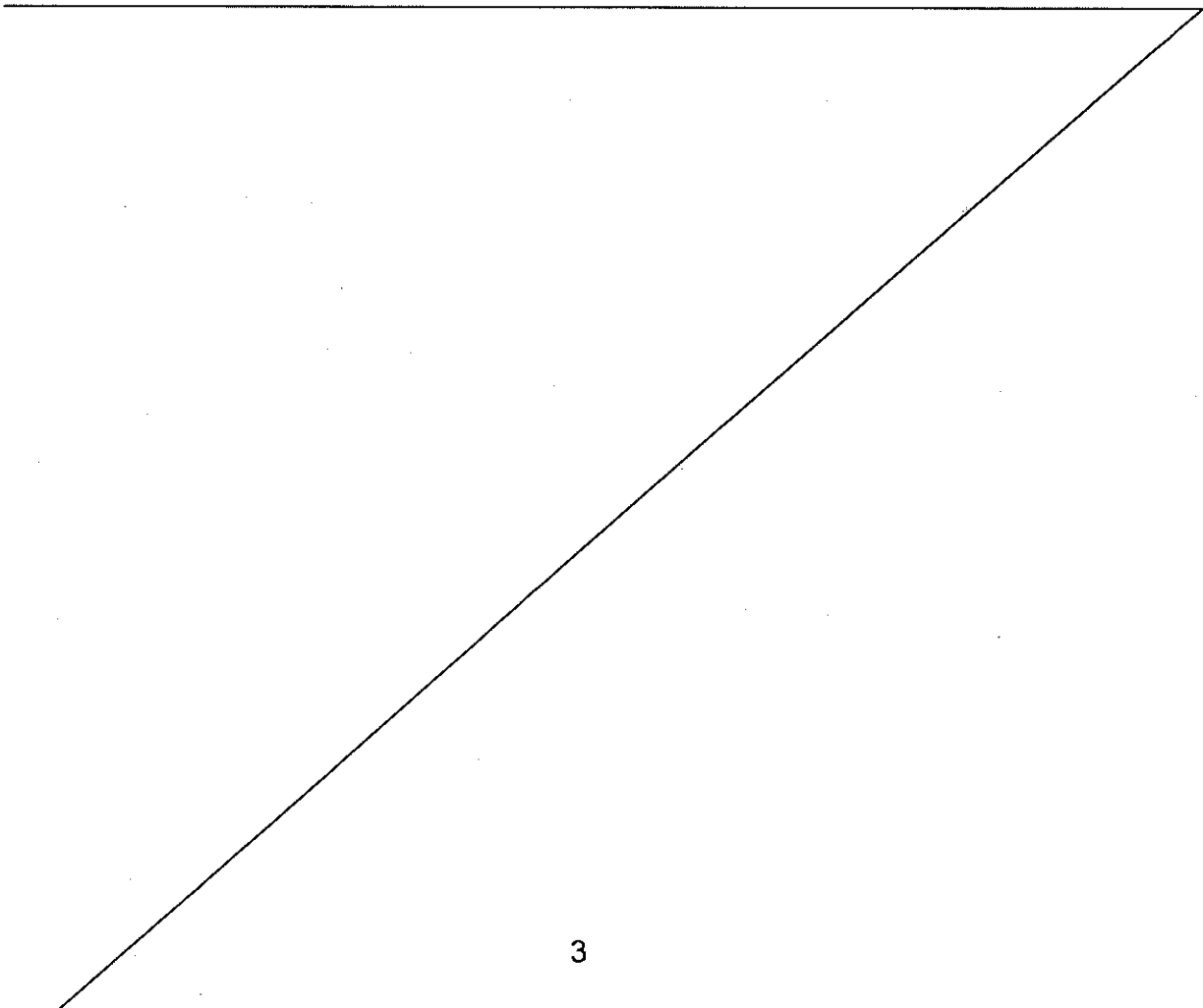
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THE Parties, by execution of this Amendment No. 1, hereby acknowledge that each Party has read this Amendment No. 1, understands it, and agrees to be bound by its terms and conditions.

This Project is amended into the 2008-2011 Statewide Transportation Improvement Program, (Key #14833) that was approved by the Oregon Transportation Commission on January 30, 2008.

The Oregon Transportation Commission on December 29, 2008, 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



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On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways; to approve and sign agreements over \$75,000.00 when the work is related to a project included in the Statewide Transportation Improvement Program.

STATE OF WASHINGTON, by and through
its Washington Department of
Transportation

By Bud P. [Signature]
Regional Engineering Manager

Date 6-12-09

APPROVED AS TO FORM

By Ann E. Salay
Assistant Attorney General

Date 6-4-09

WSDOT Contact:

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STATE OF OREGON, by and through
its Department of Transportation

By [Signature]
Deputy Director, Highways

Date 7-2-09

APPROVAL RECOMMENDED

By [Signature]
Technical Services Manager/Chief Engineer

Date 7-2-09

By [Signature]
State Bridge Engineer

Date 7/2/09

By [Signature]
Region 1 Manager

Date 6/23/09

APPROVED AS TO LEGAL SUFFICIENCY

By [Signature]
Assistant Attorney General

Date 6/30/09