

**AMENDMENT NUMBER 01**  
**LOCAL AGENCY CERTIFICATION PROGRAM**  
**SUPPLEMENTAL PROJECT AGREEMENT**  
**SW Barbur Blvd: SW Caruthers St – SW Capitol Hwy**  
***City of Portland***

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State,” and **City of Portland**, acting by and through its elected officials, hereinafter referred to as “Agency,” entered into on April 10, 2020.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to update the Project funding.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**
  - a. **TERMS OF AGREEMENT, Paragraph 2, Page 2 which reads:**

2. The total Project cost is estimated at \$590,661, which is subject to change. Federal funds for this Project shall be limited to \$530,000.12. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal or state funds, and the 10.27 percent match for all eligible costs. Any unused federal or state funds obligated to this Project will not be paid out by State and will not be available for use by Agency for this Agreement or any other projects. “Total Project Cost” means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the Total Project Cost at the end of the Project, to the ODOT Regional Local Agency Liaison.

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

2. The total Project cost is estimated at \$858,500, which is subject to change. Federal funds for this Project shall be limited to \$729,999.31. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal or state funds, and the 10.27 percent match for all eligible costs. Any unused federal or state funds obligated to this Project will not be paid out by State and will not be available for use by Agency for this Agreement or any other projects. “Total Project Cost” means the cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the Total

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Project Cost at the end of the Project, to the ODOT Regional Local Agency Liaison.

**b. TERMS OF AGREEMENT, Paragraphs 43-44, Page 12, which states:**

43.State's Project Manager for the Agreement is Daniel Ramirez-Cornejo, Region 1 Local Agency Liaison, 123 NW Flanders Street, Portland, OR 97209, 503-731-8486, daniel.ramirez-cornejo@odot.state.or.us, or assigned designee upon absence. State shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

44.Agency's Project Liaison for this Agreement is Willie Rotich, Engineering Supervisor – ITS Section, 1120 SW 5th Room 800, Portland, OR 97204, 503-823-7679, willie.rotich@portlandoregon.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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

43.State's Project Manager for the Agreement is Mark Hardeman, Region 1 Local Agency Liaison, 123 NW Flanders Street, Portland, OR 97209, 503-731-8486, mark.hardeman@odot.oregon.gov, or assigned designee upon absence. State shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

44.Agency's Project Liaison for this Agreement is Bikram Raghubansh, 1120 SW 5th Ave, Suite 1331, Portland, OR 97204, 503-823-7679, bikram.raghubansh@portlandoregon.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**Signature Page to Follow**

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**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 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #18316) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

**CITY OF PORTLAND**, by and through  
its elected officials

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL (If  
required in Agency’s process)**

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**  
Bikram Raghubansh  
1120 SW 5th Ave, Suite 1331  
Portland, OR 97204  
503-823-7679  
bikram.raghubansh@portlandoregon.gov

**State Contact:**  
Mark Hardeman  
123 NW Flanders Street  
Portland, OR 97209  
503-731-8486  
Mark.hardeman@odot.oregon.gov

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

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

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Certification Program Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
State Traffic/Roadway Engineer

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Jennifer O’Brien  
Assistant Attorney General

Date: via email dated 12/14/2022