

EXHIBIT A

AMENDMENT NUMBER 01
LOCAL AGENCY CERTIFICATION PROGRAM AGREEMENT
Project Name: Jade and Montavilla Multimodal Improvements
Portland Bureau of Transportation

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" or "ODOT," and **Portland Bureau of Transportation**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on February 6, 2020.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase the total project cost and federal funding share and Agency and ODOT contacts.

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 \$7,793,842, which is subject to change. Federal funds for this Project shall be limited to \$3,120,000.03. 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 (10.27%) 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 State's Regional Local Agency Liaison.

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

2. The total Project cost is estimated at \$9,014,000, which is subject to change. Federal funds for this Project shall be limited to \$6,120,000.03. 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 (10.27%) 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 State's Regional Local Agency Liaison.

b. TERMS OF AGREEMENT, Paragraph 35, Page 8, which reads:

35. State's Project Manager for the Agreement is Justin Bernt, Region 1 Local Agency Liaison, 123 NW Flanders Street, Portland, OR 97209, 503-731-3016, justin.j.bernt@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.

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

35. State's Project Manager for the Agreement is Mark Hardeman, Region 1 Local Agency Liaison, 123 NW Flanders Street, Portland, OR 97209, 503-731-3016, mark.Hardeman@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.

c. TERMS OF AGREEMENT, Paragraph 36, Page 8, which reads:

36. Agency's Project Liaison for this Agreement is Dan Lyden, Project Manager, 1120 5th Ave, Room 800, Portland, OR 97204, 503-823-2804, Dan.Lyden@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:

36. Agency's Project Liaison for this Agreement is Winston Sandino, Project Manager, 1120 5th Ave, Suite 1331, Portland, OR 97204, 503-278-6277, Winston.Sandino@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.

5. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

SIGNATURE PAGE TO FOLLOW

DRAFT

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 #20814) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

PORTLAND BUREAU OF TRANSPORTATION, by and through its elected officials

By _____

Title _____

Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____
MacGregor Lynde, Highway Division
Administrator

Date _____

LEGAL REVIEW APPROVAL (if required in Agency's process)

By _____
Agency Legal Counsel

Date _____

APPROVAL RECOMMENDED

By _____
Rian Windsheimer, Region 1 Manager

Date _____

Agency Contact:

Winston Sandino
1120 SW 5th Avenue, Suite 1331
Portland, Oregon 97204
503-278-6277
Winston.Sandino@portlandoregon.gov

By _____
Tiffany Hamilton, Certification Program
Manger

Date _____

State Contact:

Mark Hardeman, R1 Agency Liaison
Oregon Department of Transportation
123 NW Flanders Street
Portland, Oregon 97209-4012
503-731-3016
Mark.Hardeman@odot.state.or.us

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date: _____