

**EXHIBIT A**

**AMENDMENT NUMBER 01  
LOCAL AGENCY CERTIFICATION PROGRAM  
Supplemental Project Agreement No. 33097  
Brentwood Darlington bike/ped improvements**

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 the **CITY OF PORTLAND**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on March 20, 2019.

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

**Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

**1. Amendment to Agreement.**

**TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:**

2. The total Project cost is estimated at \$6,201,000, which is subject to change. Federal funds for this Project shall be limited to \$2,200,000. 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 the 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 \$6,206,422, which is subject to change. Federal funds for this Project shall be limited to \$2,159,999.40. 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 the 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.

**TERMS OF AGREEMENT, Paragraph 36, Page 9, which reads:**

36. State's Regional Local Agency Liaison for this Agreement is Justin Bernt, 123 NW Flanders Street, Portland, OR 97209, 503-731-3016, [Justin.j.bernt@odot.state.or.us](mailto:Justin.j.bernt@odot.state.or.us), or assigned designee upon individual's absence. State 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. ODOT's Contact for this Project is Daniel Ramirez-Cornejo, Region 1 Local Agency Liaison, Oregon Department of Transportation, 123 NW Flanders Street Portland, Oregon, 97209-4012, 503-731-8486, [Daniel.ramirez-cornejo@odot.state.or.us](mailto:Daniel.ramirez-cornejo@odot.state.or.us) or assigned designee upon individual's absence. ODOT shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**TERMS OF AGREEMENT, Paragraph 37, Page 9, which reads:**

37. Agency's Project Liaison for this Agreement is Rich Newlands, 1120 SW 5th Avenue, Room 800, Portland, OR 97204, 503-823-6152, [rich.newlands@portlandoregon.gov](mailto:rich.newlands@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:**

37. Agency's Project Liaison for this Agreement is Lisa Patterson, Capital Project Manager, 1120 SW 5<sup>th</sup> Avenue, Room 800, Portland, OR 97204, 503-823-7780, [lisa.patterson@portlandoregon.gov](mailto:lisa.patterson@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.

2. **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.
3. **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.

**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.

Agency/State  
Agreement No. 33097-01

This Project is in the 2018-2021 Statewide Transportation Improvement Program, (Key #20812) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

**SIGNATURE PAGE TO FOLLOW**

Agency/State  
Agreement No. 33097-01

**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

APPROVED AS TO FORM  
*Mary Kim*  
CITY ATTORNEY

Date April 23, 2020

**Agency Contact:**

Lisa Patterson, Capital Project Manager  
1120 SW 5th Avenue, Suite 800  
Portland, OR 97204  
503-823-7780  
[lisa.patterson@portlandoregon.gov](mailto:lisa.patterson@portlandoregon.gov)

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

By *M. Chegu Lynde*  
Highway Division Administrator  
Date 5/7/2020

**APPROVAL RECOMMENDED**

By *J. Harita*  
Certification Program Manager  
Date 5/5/2020

By *[Signature]*  
Region 1 Manager  
Date 5-5-2020

*CS* 04/29/2020

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Rachael Bertoni via email  
Assistant Attorney General  
Date: 11/26/19

**State Contact:**

Daniel Ramirez-Cornejo  
Region 1 Local Agency Liaison  
Oregon Department of Transportation  
123 NW Flanders Street  
Portland, Oregon, 97209-4012  
503-731-8486  
[Daniel.ramirez-cornejo@odot.state.or.us](mailto:Daniel.ramirez-cornejo@odot.state.or.us)