

**AMENDMENT NUMBER 01
GRANT AGREEMENT**

**Project Name: Yamhelas Westsider Trail: Bridge Construction
Agency Name: Yamhill County**

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 "ODOT," and Yamhill County, acting by and through its Board of Commissioners, hereinafter referred to as "Recipient," entered into on March 10, 2017.

It has now been determined by ODOT and Recipient that the Agreement referenced above shall be amended to extend the milestone dates and update the ADA language.

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. **Exhibit A, Project Description, Key Milestones, Schedule and Budget, Paragraph B, Project Key Milestones and Schedule, Page 13 which reads:**

B. PROJECT KEY MILESTONES AND SCHEDULE

Project has six (6) Key Milestone(s). Key Milestones are used for evaluating performance on Project as described in the Agreement. Key Milestones cannot be changed without an amendment to the Agreement.

If Recipient anticipates Project Key Milestones will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4(c) of the Agreement, to the ODOT Project Liaison as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the Key Milestone completion date shown in this Exhibit.

The anticipated start date of Project is: 3/15/2017

The estimated completion date of Project is: 10/31/2019

Key Milestone	Description	Estimated Due Date
1	Scoping and planning	5/31/2017
2	Right of way and land acquisition	04/30/2017
3	Permits	11/30/2017
4	Final plans/bidding engineering documents	4/30/2018
5	Construction contract award	11/30/2018
6	Project completion	10/31/2019

08-05-16

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Table 1: Key Milestones

Table 2 – Funding Breakdown

A	Total Project Cost	\$2,967,457
B	Grant Award Amount	\$1,012,186
C	Recipient Match (must be at least 30% of Total Project Cost)	\$1,955,271

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

B. PROJECT KEY MILESTONES AND SCHEDULE

Project has six (6) Key Milestone(s). Key Milestones are used for evaluating performance on Project as described in the Agreement. Key Milestones cannot be changed without an amendment to the Agreement.

If Recipient anticipates Project Key Milestones will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4(c) of the Agreement, to the ODOT Project Liaison as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the Key Milestone completion date shown in this Exhibit.

The anticipated start date of Project is: 3/15/2017

The estimated completion date of Project is: 5/19/20

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	Scoping and planning	5/31/2017
2	Right of way and land acquisition	11/10/2017
3	Permits	9/30/2019
4	Final plans/bidding engineering documents	10/16/2019
5	Construction contract award	12/2/2019
6	Project completion	5/19/20

Table 2 – Funding Breakdown

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A	Total Project Cost	\$2,967,457
B	Grant Award Amount	\$1,012,186
C	Recipient Match (must be at least 30% of Total Project Cost)	\$1,955,271

b. Exhibit B, Recipient Requirements, Paragraph XIII, Page 18 which reads:

XIII. Recipient shall, at its own expense, periodically inspect the Project upon completion and throughout the useful life of the Project to ensure continuing compliance with ADA standards. This provision shall survive termination of the Agreement.

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

XIII. Americans with Disabilities Act Compliance:

- a. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA").
- b. Recipient may follow its own processes or may use ODOT's processes for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>;

Additional ODOT resources are available at

<http://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

ODOT has made its forms, processes, and resources available for Recipient's use and convenience.

- c. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.

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- d. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
 - e. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - f. Maintenance obligations in this section shall survive termination 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. Recipient 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.

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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.

Yamhill County, by and through its
Board of Commissioners

By *Paul R. Jester*
(Legally designated representative)

Name Paul R. Jester
(printed)

Date 7-11-19

By *Casey Kella*

Name Casey Kella
(printed)

Date 7-11-19

APPROVED AS TO FORM

By *Chad Bond*
Recipient's Legal Counsel

Date 7/11/19

STATE OF OREGON, by and through
its Department of Transportation

By *Paul R. Mathen*
Director

Name Paul R. Mathen
(printed)

Date 7/18/19

APPROVAL RECOMMENDED

By *Katie Ship*
Connect Oregon Program Manager

Date 7/17/2019

By *Jerry Bond*
Transportation Development Division
Administrator

Date 7/17/19

By *Michael K...*
State Traffic-Roadway Engineer

Date 7/15/19

**APPROVED AS TO LEGAL
SUFFICIENCY**

By from Sam Zeigler via email dated
6/27/19
Assistant Attorney General

Date: _____

Accepted by Yamhill County
Board of Commissioners on
7/11/19 by Board Order
19-251