

Misc. Contracts and Agreements
No. 73000-00016513

A136-G0092418

**AMENDMENT NUMBER 01
ODOT Delivered Federal Project
On Behalf of Yamhill County**

Old Railroad Grade Road (N Yamhill River) Bridge No. 11526
Key Number 23142
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 "State" or "ODOT," and **Yamhill County**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on June 1, 2023.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to update language, update funding due to the addition of right of way and construction phases to the Project, increase funding to the preliminary engineering phase because bids are coming in at a higher rate, and update state contact.

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. **Attachment No. 1 shall be deleted in its entirety and replaced with the attached Revised Attachment No. 1. All references to "Attachment No. 1" shall hereinafter be referred to as "Revised Attachment No. 1."**
 - b. **TERMS OF AGREEMENT, Paragraph 2, Page 2, shall be deleted in its entirety and shall be identified as RESERVED.**
 - c. **TERMS OF AGREEMENT, Paragraphs 4.a and d, Page 2, which read:**
 - a. The total Project cost is estimated at \$1,244,000.00, which is subject to change. Federal funds for this Project shall be limited to \$1,116,241.20, subject to future amendments to this Agreement as discussed in Terms of Agreement, Paragraph 2. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal funds, and the 10.27 percent (%) match for all eligible costs. Any unused 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.
 - d. ODOT does not consider Agency to be a subrecipient or contractor under this Agreement for purposes of federal funds. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction.

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

- a. The total Project cost is estimated at \$6,975,400.00, which is subject to change. Federal funds for this Project shall be limited to \$6,259,026.42. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal funds, and the 10.27 percent (%) match for all eligible costs. Any unused 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.
- d. ODOT does not consider Agency to be a subrecipient or contractor under this Agreement for purposes of federal funds. The Assistance Listing (AL) number for this Project is 20.205, title Highway Planning and Construction. Agency is not eligible to be reimbursed for work performed under this Agreement.

d. **TERMS OF AGREEMENT, Paragraph 19, Page 6, which read:**

19. State's Contract Administrator for this Agreement is Valerie Greenway, Senior Transportation Project Manager; 455 Airport Road, Building B Salem, Oregon 97301; 971.304.5021; Valerie.greenway@odot.oregon.gov, 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:

- 19. State's Contract Administrator for this Agreement is Kumar Rethnasamy, Transportation Project Manager; 455 Airport Road, Building B Salem, Oregon 97301; 503.383.6223; kumar.rethnasamy@odot.oregon.gov, 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.
- 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

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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.

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 2024-2027 Statewide Transportation Improvement Program (STIP), (Key #23142) that was adopted by the Oregon Transportation Commission on July 13, 2023 (or subsequently by amendment to the STIP).

Signature Page Follows

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YAMHILL COUNTY, by and through its
elected officials

By Kit Johnston
DocuSigned by:
8E58DDAC84AB478...

Title Chair, Board of Commissioners

Date 6/11/2025

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

By Christian Boenisch
Agency Counsel

Date 6/18/2025

Agency Contact:

Greg Haffner, Engineering Manager
Yamhill County
2060 NE Lafayette Avenue
McMinnville, Oregon 97128
(503) 434-7365
Haffnerg@co.yamhill.or.us

STATE OF OREGON, by and through
its Department of Transportation

By Savannah CRAWFORD
Savannah CRAWFORD (Jun 23, 2025 10:56 PDT)
Region 2 Manager

Date 06/23/2025

APPROVAL RECOMMENDED

By [Signature]
Region 2 Project Delivery
Manager

Date 06/23/2025

APPROVED AS TO LEGAL SUFFICIENCY

By Karen Clevering, via email
Assistant Attorney General

Date 04/30/2025, email retained in file

State Contact:

Kumar Rethnasamy
Transportation Project Manager
455 Airport Road, Building B
Salem, Oregon 97301
503.383.6223
kumar.rethnasamy@odot.oregon.gov

Approved by the BOC on: 06/05/2025
via Board Order No.: 25-146

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REVISED ATTACHMENT NO. 1 to AGREEMENT NO. 73000-00016436
SPECIAL PROVISIONS

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement.
 - a. State or its consultant shall conduct preliminary engineering and design work required to produce final plans, specifications, and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; acquire necessary right of way and easements; and arrange for all utility relocations and adjustments.
 - b. State will advertise, bid, and award the construction contract. Upon State's award of the construction contract, a consultant hired and overseen by the State shall be responsible for contract administration and construction engineering and inspection, including all required materials testing and quality documentation. State shall make all contractor payments.
 - c. State will perform project management and oversight activities throughout the duration of the Project. The cost of such activities will be billed to the Project.
 - d. State will notify within ninety (90) days of the issuance of Second Notification pursuant to Oregon Standard Specification 00180.50(g):
 - i. State's Local Agency Bridge Inspection Coordinator, Richard.J.King@odot.oregon.gov and bridge@odot.oregon.gov to ensure the initial inspection will be scheduled; and
 - ii. State will schedule an inspection with the agency, State's Project Manager under this Agreement, and State's Region Senior Structural Designer, or State's Senior Local Bridge Standards Engineer.
 - e. State will submit to Agency the following documents:
 - i. As-constructed Bridge Drawings,
 - ii. Foundation Report,
 - iii. Hydraulic Report including scour analysis,
 - iv. Pile Records and Drill Logs (if applicable), and
 - v. Final Load Rating with a stamped report
2. State and Agency agree that the useful life of this Project is defined as seventy-five (75) years.

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3. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
4. State will purchase right of way in State's name. Upon completion of the Project, State and Agency agree that any right of way purchased outside of State jurisdiction will be transferred to Agency. Agency agrees to take title to the property and shall maintain the property pursuant to this Agreement. Agency shall use the property for public road purposes. If the property is no longer used for public road purposes, it shall revert to State.
5. To reflect the changes made to 23 U.S.C. 102 by the Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58), Paragraph 11.b. of Attachment No. 2 Federal Standard Provisions is deleted in its entirety.