

AMENDMENT NUMBER 01
Cooperative Improvement (Utility) AGREEMENT
OR22: Center Street Bridge Waterline Replacement – Bridge No. 00123K
City of Salem

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 Salem**, acting by and through its elected officials, hereinafter referred to as “Agency,” entered into on July 14th, 2025.

It has now been determined by State and City of Salem that the Agreement referenced above shall be amended to allow ODOT to request additional funds to purchase construction materials and cover construction costs.

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.**

Agency Obligations, Paragraph 4, Page 2, which reads:

Agency shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from ODOT, forward to ODOT an advance deposit or irrevocable letter of credit in the amount of \$524,800 for the Utility Relocation Project design cost, as shown in Exhibit B. At the Plans, Specifications, and Estimates (“PS&E”) Phase of the Project, Agency shall, upon a subsequent letter of request from ODOT, forward ODOT payment or irrevocable letter of credit in the remaining amount for the Utility Relocation Project, Sub-Total minus Design, detailed in Exhibit B, said amount being equal to the estimated total cost for the work performed by ODOT at Agency’s request under ODOT Obligations, paragraph 2. Agency agrees to make additional deposits as needed upon request from ODOT. Depending upon the timing of portions of the Utility Relocation Project to which the advance deposit contributes, it may be requested by ODOT prior to Preliminary Engineering, purchase of right of way, approximately 4-6 weeks prior to Project bid opening, or after bid opening.

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

Agency shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from ODOT, forward to ODOT an advance deposit or irrevocable letter of credit in the amount of \$524,800 for the Utility Relocation Project design cost, as shown in Exhibit B. Agency shall also, upon subsequent letter of request from ODOT, forward to ODOT an advance deposit or irrevocable letter of credit in the amount of \$1,300,000 for prepayment for material and construction costs. At the Plans, Specifications, and Estimates (“PS&E”) Phase of the Project, Agency shall, upon a subsequent letter of request from ODOT, forward ODOT payment or irrevocable letter of credit in the remaining amount for the Utility Relocation Project, Sub-Total minus Design

and prepayment for material and construction cost, detailed in Exhibit B, said amount being equal to the estimated total cost for the work performed by ODOT at Agency's request under ODOT Obligations, paragraph 2. Agency agrees to make additional deposits as needed upon request from ODOT. Depending upon the timing of portions of the Utility Relocation Project to which the advance deposit contributes, it may be requested by ODOT prior to Preliminary Engineering, purchase of right of way, approximately 4-6 weeks prior to Project bid opening, or after bid opening.

ODOT Obligations, Paragraph 2, Page 4, which reads:

ODOT shall, upon execution of the agreement, forward to Agency a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$524,800 for payment of Utility Relocation Project design, shown in Exhibit B. ODOT shall, at PS&E phase of the Project, forward to Agency a second letter of request for payment or irrevocable letter of credit in the remaining amount, Sub-Total minus Design, detailed in Exhibit B, for payment of Utility Relocation Project. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete Utility Relocation Project.

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

ODOT shall, upon execution of the agreement, forward to Agency a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$524,800 for payment of Utility Relocation Project design, shown in Exhibit B. Agency shall also, upon subsequent letter of request from ODOT, forward to ODOT an advance deposit or irrevocable letter of credit in the amount of \$1,300,000 for prepayment for material and construction costs. ODOT shall, at PS&E phase of the Project, forward to Agency a second letter of request for payment or irrevocable letter of credit in the remaining amount, Sub-Total minus Design and prepayment for material and construction cost, detailed in Exhibit B, for payment of Utility Relocation Project. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete Utility Relocation Project.

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.

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 #21705) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

City of Salem, 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:

Ben Haney
Engineering Program Manager
PO Box 14300
Salem, OR 97309-1457
503-588-6211
Bhaney@cityofsalem.net

STATE OF OREGON, by and through
its Department of Transportation

By _____

Region 2 Manager

Date _____

APPROVAL RECOMMENDED

By _____

State Utility and Rail Liaison

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Stacy C Posegate, via email

11/05/2025

Assistant Attorney General

Date: _____

State Contact:

Nicole Frankl, State Utility and Rail Liaison
Mill Creek Building, 555 13th St NE
Salem OR 97301
503-385-6594
utilityandrailprogra@odot.oregon.gov