

AGENDA ITEM FOR ADMINISTRATIVE MEETING

( ) Discussion only  
( X ) Action

FROM (DEPT/ DIVISION): Douglas R. Olsen  
County Counsel

SUBJECT: Public Works Payable

<p>Background: A Public Works payable is before the Board for approval. The payment is to ODOT for the county portion of the estimated construction costs for the Thornhollow Road bridge replacement.</p>	<p>Requested Action: Approve payable to ODOT Financial Services in the amount of \$497,122.76</p>
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ATTACHMENTS: Payable

\*\*\*\*\*For Internal Use Only\*\*\*\*\*

Checkoffs:

- ( ) Dept. Head (copy)
- ( ) Budget (copy)
- ( ) Fiscal
- ( X ) Legal (copy)
- ( ) (Other - List:)

To be notified of Meeting:  
Tom Fellows

Needed at Meeting:

\*\*\*\*\*

Scheduled for meeting on: January 2, 2025

Action taken:

## UMATILLA COUNTY PAYMENT REQUEST

<b>PEID - AC</b>	9112-08	<i>Call Finance for PEID #</i>
<b>NAME</b>	Attn: Cash Receipts Technician	
<b>ADDRESS</b>	ODOT Financial Services	
<b>ADDRESS</b>	355 CAPITOL St NE MS 21	
<b>CITY, STATE, ZIP</b>	SALEM, OR 97301-3871	

AUTHORIZATION-APPROVAL	
<b>DEPARTMENT</b>	<i>SIGNATURE</i>
<b>CFO</b>	<i>SIGNATURE IF OVER \$3,000</i>
<b>BOARD</b>	<i>DATE - ATTACH APPROVAL</i>
<b>SUBMITTED</b>	12/30/2024
	<i>DATE PAID</i>
	<i>CHECK NUMBER</i>
	<i>RETURN - HOLD</i>

AMOUNT	ACCOUNT #	DESCRIPTION	INVOICE NUMBER	INVOICE TOTAL	INVOICE DATE	FINANCE CODES	
\$ 497,122.76	45300-540016	thornhollow bridge replacement	Contract # 15579	497,122.76	12/24/24		

\$ 497,122.76 PAGE TOTAL:

\$ 497,122.76 GRAND TOTAL:

Office Use: Pretravel Auth rec: \_\_\_\_\_ Contract Reviewed: \_\_\_\_\_ Routine: \_\_\_\_\_

Office Use: Tax ID Reviewed: \_\_\_\_\_ Quotes: \_\_\_\_\_ Bids: \_\_\_\_\_



# Oregon

Tina Kotek, Governor

Department of Transportation  
Federal Aid Funding  
Salem OR

December 24, 2024

**ATTN TOM FELLOWS  
UMATILLA COUNTY  
3920 WESTGATE ST  
PENDLETON OR 97801**

**Subject:** Thorn Hollow Road: Umatilla River Bridge  
Project # C059(050) Key # 22325  
Contract # 15579 EA # CON04813  
IGA # 00014094 Advance Deposit EA 00014094 SJ 000

We are in the process of programming federal funds for this project with FHWA. Per our agreement #00014094, Umatilla County is to deposit their share of the estimated construction costs. The following is a summary of the project and estimated construction costs:

Estimated construction engineering and contingencies	\$752,658.66
Estimated construction	\$3,647,826.03
Less federal funds	<u>(\$3,948,554.90)</u>
<b>Estimated Match</b>	<b>\$451,929.79</b>
<b>Amount Due (110%)</b>	<b>\$497,122.76</b>

You may use one of the three options for payment outlined in our attachment. Please submit your advance deposit upon receipt of this notice. Please return the remittance copy of this letter to ensure the proper project is credited.

When making your advance deposit please make it based on the agreement number and not on the project number. This will allow us to transfer funds from one project phase to another.

Please contact me with any questions and thank you for your prompt attention to this matter.

Sincerely,

*Jennifer Jones*

Jennifer Jones  
Federal Aid Funding  
503-986-3224

[jennifer.d.jones@odot.oregon.gov](mailto:jennifer.d.jones@odot.oregon.gov)

**CHECK PAYMENTS:**

Attn Cash Receipts Technician  
ODOT Financial Services  
355 Capitol St NE MS 21  
Salem OR 97301

**LGIP & LETTERS OF CREDIT:**

Attn Jennifer Jones  
ODOT Program & Funding Services  
[jennifer.d.jones@odot.oregon.gov](mailto:jennifer.d.jones@odot.oregon.gov)



# Oregon

Tina Kotek, Governor

Department of Transportation  
Federal Aid Funding  
Salem OR

December 24, 2024

**REMITTANCE COPY**

**ATTN TOM FELLOWS  
UMATILLA COUNTY  
3920 WESTGATE ST  
PENDLETON OR 97801**

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Sincerely,

*Jennifer Jones*

Jennifer Jones  
Federal Aid Funding  
503-986-3224

[jennifer.d.jones@odot.oregon.gov](mailto:jennifer.d.jones@odot.oregon.gov)

**CHECK PAYMENTS:**

Attn Cash Receipts Technician  
ODOT Financial Services  
355 Capitol St NE MS 21  
Salem OR 97301

**LGIP & LETTERS OF CREDIT:**

Attn Jennifer Jones  
ODOT Program & Funding Services  
[jennifer.d.jones@odot.oregon.gov](mailto:jennifer.d.jones@odot.oregon.gov)

**ODOT Delivered Federal Project  
On Behalf of Umatilla County  
Project Name: Thorne Hollow Road Umatilla River Bridge # 59C379  
Construction and Right of Way Phases  
Key Number: 22325**

THIS AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and Umatilla County, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" and collectively as "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform
2. Thorne Hollow Road is a part of the county road system under the jurisdiction and control of the Agency (County).
3. Agency has agreed that State will deliver this project on behalf of the Agency.
4. The Project was selected as a part of the Infrastructure Investment and Jobs Act (IIJA) funding program that was signed into law on November 15, 2021. "Project" is defined under Terms of Agreement, paragraph 1 of this Agreement.
5. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation ("Stewardship Agreement") documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes ODOT's oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.
6. In the spring of 2020 Umatilla County experienced widespread flooding that caused extensive damage, it was determined by ODOT (State) and Agency that the Thorne Hollow Road: Umatilla County River Bridge no. 59C379 is in need of replacement. This bridge was closed to traffic after the flood event. The bridge was later removed by the Agency with ODOT's approval due to public safety complications.
7. The Preliminary Engineering (PE) phase of this Project was completed utilizing federal funding that was exchanged for state funds through State Funded Local Program (SFLP) funding (SFLP), under Agreement 34437. The Agency has now been selected to receive IIJA funding to complete the remaining phases of this Project.

**NOW THEREFORE** the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

### **TERMS OF AGREEMENT**

1. Under such authority, Agency and ODOT agree to ODOT delivering Thorne Hollow Bridge on behalf of Agency, hereinafter referred to as "Project." Project includes the removal of existing damaged structure and replacing it with a structure that meets American Association of State Highway and Transportation Officials (AASHTO) standards. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. The Agency is responsible for the design for the Project. ODOT will be responsible for the construction administration for the Project. Agency agrees that, if ODOT hires a consultant to administer the Project, ODOT will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
3. Project Costs and Funding.
  - a. The total Project cost is estimated at \$5,376,450.00, which is subject to change and includes State funding for the preliminary engineering phase. Federal funds for the right of way and construction phases of this Project shall be limited to \$4,191,736.95 based on the 89.73 percent reimbursement ratio. The 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.
  - b. With the exception of Americans with Disabilities Act of 1990-related design standards and exceptions, ODOT shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. ODOT will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency's concurrence on plans. ODOT shall consult with Agency prior to making changes to Project scope, schedule, or budget. However, ODOT may award a construction contract up to ten (10) percent (%) over engineer's estimate without prior approval of Agency.
  - c. Federal funds under this Agreement are provided under Title 23, United States Code.
  - 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

Agency/ODOT  
Agreement No.73000-00014094

Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction.

- e. ODOT will submit the requests for federal funding to the Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.
  - f. Agency guarantees the availability of Agency funding in a combination of money and in-kind work that will meet the amount required to fully fund Agency's share of the Project.
  - g. Agency may satisfy the matching funds requirement through a contribution of materials, services, or real property required for the Project. Credit for this contribution will only be allowed upon prior approval by State's Active Transportation Section, Program and Funding Services Manager prior to the start of the Project and after review for compliance with State's procedures for donations and contributions.
  - h. Agency funds spent to perform construction work for the Project in advance shall be applied toward matching funds as pre-payment. Agency shall satisfy matching funds less the pre-paid amount as determined by the ODOT.
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
5. Termination.
- a. This Agreement may be terminated by mutual written consent of both Parties.
  - b. ODOT may terminate this Agreement upon 30 days' written notice to Agency.
  - c. ODOT may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by ODOT, under any of the following conditions:
    - i. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
    - ii. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within ten (10) days or such longer period as State may authorize.
    - iii. If Agency fails to provide payment of its share of the cost of the Project.

- iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
- v. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if ODOT is prohibited from paying for such work from the planned funding source.
- d. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

6. Americans with Disabilities Act Compliance:

- a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
  - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
  - ii. Follow ODOT's processes for design, construction, or alteration of 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 ODOT Curb Ramp Inspection form;
  - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

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

- b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
  - i. Pedestrian access is maintained as required by the ADA,
  - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
  - iii. Agency, 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,



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- 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.
  - c. Maintenance obligations in this section shall survive termination of this Agreement.
- 7. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
- 8. Agency grants ODOT the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
- 9. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party.
- 10. Right of Way
  - a. ODOT shall acquire all necessary rights of way for the Project according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual. The Parties agree to enter into a separate Intergovernmental Agreement for Right of way Services identifying the roles and responsibilities of the Parties for any right of way activities. ODOT shall purchase the additional right of way in the name of the Agency (Umatilla County). ODOT shall provide appropriate recorded deeds and right of way maps to County.
- 11. ODOT, as part of this Project, will perform engineering support and review to ensure that federal requirements are met for this Project. This includes work to satisfy requirements for the National Environmental Policy Act (NEPA). ODOT staff charges are estimated to be \$10,000. This cost will be charged to the Project.
- 12. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are incorporated by this reference and made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.

13. Agency shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement.
14. Agency and State are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
15. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
16. Notwithstanding anything in this Agreement or implied to the contrary, the rights and obligations set out in the following paragraphs of this Agreement shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive: Terms of Agreement Paragraphs 3.e (Funding), 5.d (Termination), 6.b (ADA maintenance), 9-14, 17 (Integration, Merger; Waiver); and Attachment 2, paragraphs 1 (Project Administration), 7, 9, 11, 13 (Finance), and 37-41 (Maintenance and Contribution).
17. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
18. This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
19. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other

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provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.

20. State's Contract Administrator for this Agreement is Project Leader, Erin Winterton, 3012 Island Avenue, La Grande, Oregon 97850. Phone: (541) 963-1353, [Erin.WINTERTON@odot.oregon.gov](mailto:Erin.WINTERTON@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.

21. Agency's Contract Administrator for this Agreement is Public Works Director, Tom Fellows, Umatilla County, 3920 Westgate Street, Pendleton, Oregon 97801. Phone: (541) 278-5424, [tom.fellows@umatillacounty.net](mailto:tom.fellows@umatillacounty.net), 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.

**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 #22325) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

**SIGNATURE PAGE TO FOLLOW**

Agency/ODOT  
Agreement No. 73000-00014094

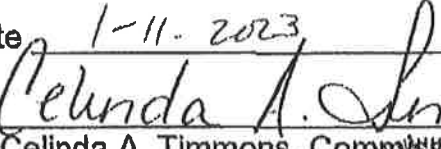
UMATILLA COUNTY, by and through its  
elected officials

By   
Daniel N. Dorran, Commissioner

Date 1-16-2023

By   
John M. Shafer, Commissioner

Date 1-11-2023

By   
Celinda A. Timmons, Commissioner

Date 1-17-2023

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

By   
Agency Counsel

Date 1/16/2023

**Agency Contact:**

Tom Fellows, Public Works Director  
Umatilla County  
3920 Westgate Street  
Pendleton, Oregon 97801  
(541) 278-5424  
[tom.fellows@umatillacounty.net](mailto:tom.fellows@umatillacounty.net)

**State Contact:**


Erin Winterton, Project Leader  
3012 Island Avenue  
La Grande, Oregon 97850  
(541) 963-1353  
[Erin.WINTERTON@odot.oregon.gov](mailto:Erin.WINTERTON@odot.oregon.gov)

STATE OF OREGON, by and through  
its Department of Transportation

By   
Delivery and Operations Division  
Administrator

Date 01/31/23

**APPROVAL RECOMMENDED**

By  Ken Patterson  
Region 5 Manager

Date 1-18-2023 (1-18-2023)

By   
Raymond BOTTENBERG (Jan 24, 2023 11:30 PST)  
State Bridge Engineer

Date 01/24/2023

By Tim Rynearson Digitally signed by Tim Rynearson  
Date: 2023.01.17 14:40:22 -08'00'  
Region 5 Right of Way Manager

Date \_\_\_\_\_

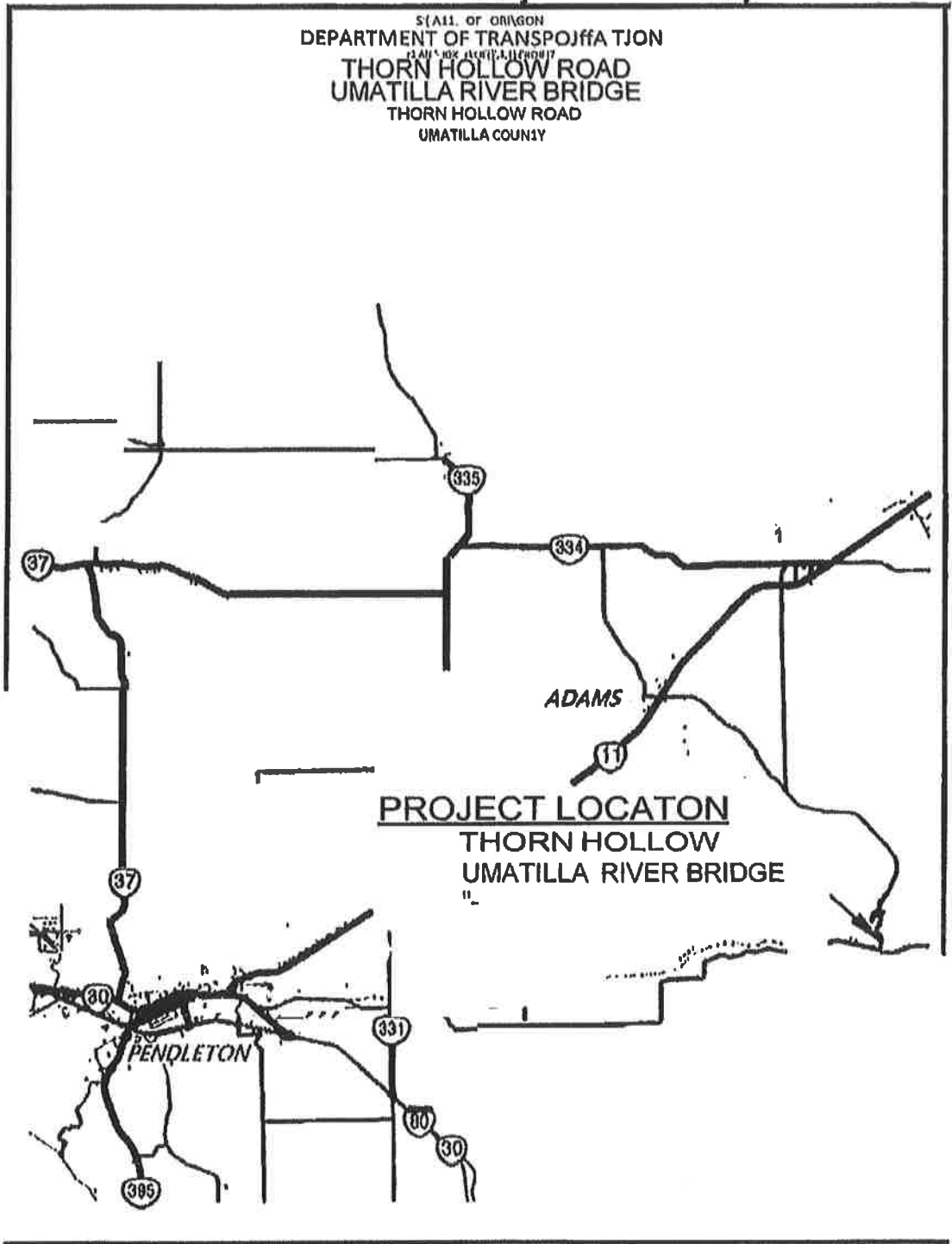
**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Serena D. Hewitt Via Email Dated \_\_\_\_\_  
Assistant Attorney General

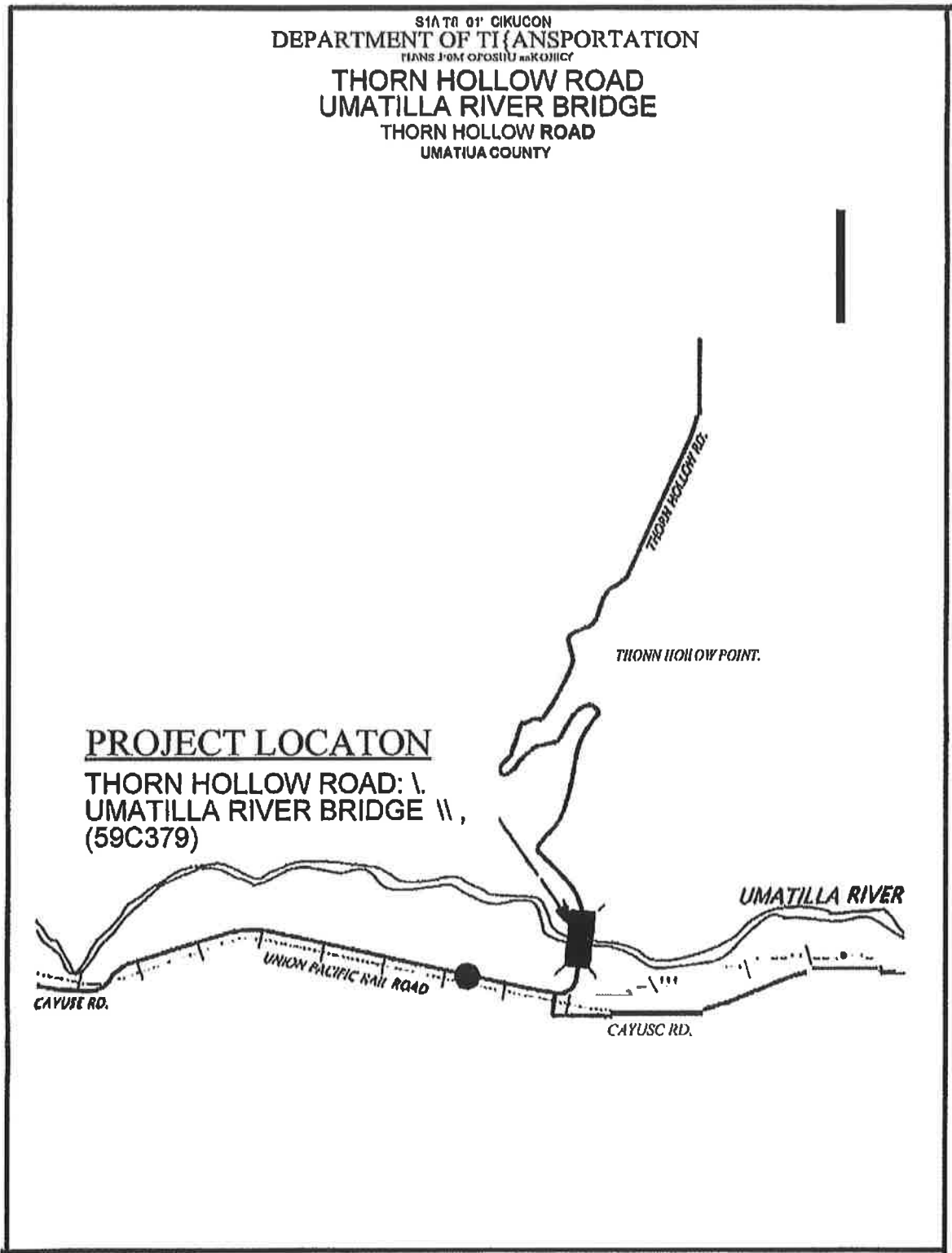
Date 12/27/22



**EXHIBIT A – Project Location Map**



**EXHIBIT A - Continued**



0 100 200 300 400 500 600 700 800 900 1000

**ATTACHMENT NO. 1 to AGREEMENT NO. 73000-00014094  
SPECIAL PROVISIONS**

1. State or its consultant shall conduct all work components necessary to construct the Project, except for those responsibilities specifically assigned to Agency in this Agreement.
  - a. State or its consultant shall obtain all required permits; acquire necessary right of way and easements; and arrange for all utility relocations and adjustments to construct replacement bridge.
  - 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 & 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, excluding design services and design support services performed during construction. The cost of such activities will not 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 the agency following documents at Project Completion:
    - i. As-Constructed Bridge Drawings;
    - ii. Pile Records and drill logs (if applicable); and
    - iii. Final Load Rating with a stamped report.
  - f. Agency shall be responsible for design and will submit to the State prior to going to bid, the following documents:
    - i. Bridge Plans;
    - ii. Foundation Report; and
    - iii. Hydraulic Report including Scour Analysis.

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Agreement No.73000-00014094**

- e. Upon completion of the Project, Agency shall at its own expense maintain and operate, including power (if applicable), the improvements made in this Project, throughout the useful life of the Project. Useful life is defined as seventy five (75) years.**
  
- 2. 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.**



## **ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS**

### **PROJECT ADMINISTRATION**

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services for right of way and construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agency may perform only those elements of the Project identified in the special provisions.

### **PROJECT FUNDING REQUEST**

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

### **FINANCE**

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the Intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or contractor, using the criteria in 2 CFR 200.331.
7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched

**Agency/State  
Agreement No.**

federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.

8. Agency's estimated share and advance deposit.
  - a) Agency shall, prior to commencement of the right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
  - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
  - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash or check submitted to the Oregon Department of Transportation.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
11. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
  - a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year

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limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

- b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

- 12. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
- 13. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agency with an itemized statement. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

## **DESIGN STANDARDS**

- 14. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
- 15. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
- 16. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agree that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retain authority for said approval. FHWA shall review any design exceptions for projects subject to Project of Division Interest and retains authority for their approval.

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17. ODOT agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

## **PRELIMINARY & CONSTRUCTION ENGINEERING**

18. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.
19. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award, execute, and administer the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 731-148-0130, OAR 731-148-0220(3), OAR 731-148-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.
20. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
21. State shall prepare construction contract and bidding documents, advertise for bid proposals, award all construction contracts, and administer the construction contracts.
22. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
23. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

## **Disadvantaged Business Enterprises (DBE) Obligations**

24. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

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*"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."*

25. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
26. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

**RIGHT OF WAY**

27. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24.
28. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
29. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be entirely responsible for project acquisition and coordination of the right of way certification.
30. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.
31. State and Agency grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

**RAILROADS**

32. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140

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subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

**UTILITIES**

33. State or its consultant shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State or its consultant shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

**GRADE CHANGE LIABILITY**

34. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.

35. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.

36. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, in connection with or arising out of the Project covered by the Project Agreement.

**MAINTENANCE RESPONSIBILITIES**

37. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

**CONTRIBUTION**

38. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel

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of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

39. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
40. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

## **ALTERNATIVE DISPUTE RESOLUTION**

41. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

## **WORKERS' COMPENSATION COVERAGE**

42. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. State and Agency shall ensure that each of its contractors complies with these requirements.

## **LOBBYING RESTRICTIONS**

43. Agency certifies by signing the Agreement that:
- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding

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of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,  
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

By signing this Agreement, Agency agrees to fulfill the responsibility imposed by 2 CFR Subpart C, including 2 CFR 180.300, 180.355, 180.360, and 180.365, regarding debarment, suspension, and other responsibility matters. For the purpose of this provision only, Agency is considered a participant in a covered transaction. Furthermore, by signing this Agreement, Agency is providing the certification for its principals required in Appendix to 2 CFR part 180 – Covered Transactions.



## Advance Deposit Payment Options

### Option 1 – Check

The Local Agency can submit full payment of their advance deposit via a check in the prescribed amount made payable to Oregon Department of Transportation (ODOT) and mailed to:

Attn Cash Receipts Technician  
ODOT Financial Services  
355 Capitol St NE MS 21  
Salem OR 97301

### Option 2 – Letter of Credit

The Local Agency can obtain an irrevocable letter of credit covering the prescribed amount from a bank, savings bank, trust company or savings association, and email it to:

Jennifer Jones  
ODOT Program & Funding Services

[Jennifer.D.JONES@odot.oregon.gov](mailto:Jennifer.D.JONES@odot.oregon.gov)

**NOTE:** The Local Agency share of the estimated cost must at all times be covered by some form of advanced deposit. We may ask the Local Agency to extend a letter of credit upon its expiration, or they may choose to replace the balance of an expired letter of credit with either a check or a deposit in the Local Government Investment Pool.

### Option 3 – Local Government Investment Pool (LGIP) Deposit

The Local Agency can deposit the prescribed amount to a Local Government Investment Pool (LGIP) account and complete the LGIP Permissions form authorizing the following ODOT personnel to view/access pool account information and initiate ACH Credit transactions to ODOT's account as authorized through the Project Contract.

ODOT Authorized Personnel:  
Tami Burkert  
Shari Boedigheimer

Local Agency shall supply to ODOT a copy of the executed LGIP Permissions form along with a Confirmation Letter of LGIP Deposit (sample attached).

Deposit Confirmation Letter should include the following information:

- 1) LGIP Account #
- 2) Agreement #
- 3) Project #
- 4) Project Name
- 5) Dollar Amount of Funds Deposited
- 6) Must specifically state the funds have been deposited for ODOT withdrawal
- 7) Authorized signature of Local Agency

**Email LGIP Permissions form and Confirmation Letter of LGIP Deposit to:**

**Jennifer Jones  
ODOT Program & Funding Services**

[Jennifer.D.JONES@odot.oregon.gov](mailto:Jennifer.D.JONES@odot.oregon.gov)

The Local Agency will need to work with PFM, who manages the LGIP accounts, to complete an LGIP State Payment Instructions form. ODOT ACH instructions that will be needed to complete that form are as follows:

<b>Financial Institution Name:</b>	<b>Key Bank</b>
<b>Legal Account Owner:</b>	<b>Oregon Department of Transportation</b>
<b>ABA Routing Transit #:</b>	<b>Contact Jennifer Jones @ 503-986-3224</b>
<b>Bank Account #:</b>	<b>Contact Jennifer Jones @ 503-986-3224</b>
<b>Account Type:</b>	<b>Checking</b>
<b>Addendum Box 1:</b>	<b>This will be auto-populated with the Local Agency name</b>
<b>Addendum Box 2:</b>	<b>Please enter the Agreement # here</b>

The Local Agency will receive the interest accrued for the LGIP account. This is credited daily and posted monthly. A monthly statement will be furnished by PFM, showing transactions and accrued interest.

**Sample Confirmation Letter of LGIP Deposit**

Attn Jennifer Jones  
ODOT Program & Funding Services  
[Jennifer.D.JONES@odot.oregon.gov](mailto:Jennifer.D.JONES@odot.oregon.gov)

RE: Deposit to LGIP account # \_\_\_\_\_

\_\_\_\_ (Name of Local Agency) \_\_\_\_ made a deposit into Local Government Investment Pool (LGIP) account  
\_\_\_\_ #XXXX \_\_\_\_, for ODOT to withdraw against for:

Project Name: XYZ Project  
Project #: XXXX(XXX)  
Agreement #: XXXXX  
Amount Deposited: \$XX,XXX.XX

***Signature***

Name of signer authorized by Local Agency to release funds to ODOT  
Title of Signer  
Address  
Phone  
Fax  
Email



# Oregon State Treasury

## LGIP Permissions

Use this form to add/modify/remove/retain permissions for pool Contacts. To register a new Contact or to modify an existing registration, complete and submit an LGIP Contact Registration form. Submit this form through EON, or fax or mail this form to the fax number or address at the bottom of the page.

### Participant Information

Local Government Name	Taxpayer Identification Number
	-

List the pool account number(s) to which this form applies:

Pool Account 1	Pool Account 2	Pool Account 3	Pool Account 4
Pool Account 5	Pool Account 6	Pool Account 7	Pool Account 8
Pool Account 9	Pool Account 10	Pool Account 11	Pool Account 12

### Add/Modify Permissions for the Listed Accounts (Contacts must be registered with the pool)

Contact Name			<b>For the pool accounts listed above, this Contact may:</b> <input checked="" type="checkbox"/> View/Access pool account information <input type="checkbox"/> Initiate transactions <input type="checkbox"/> Add/Remove ACH/wire/transfer instructions* <input type="checkbox"/> Open/Close pool accounts <input type="checkbox"/> Manage permissions <input type="checkbox"/> Receive electronic statements <input type="checkbox"/> Receive paper statements
<i>Complete the fields below only if the Contact is to receive statements.</i>			
ATTN Line			
Mailing Address			
City	State	ZIP Code	
	OR		

Contact Name			<b>For the pool accounts listed above, this Contact may:</b> <input checked="" type="checkbox"/> View/Access pool account information <input type="checkbox"/> Initiate transactions <input type="checkbox"/> Add/Remove ACH/wire/transfer instructions* <input type="checkbox"/> Open/Close pool accounts <input type="checkbox"/> Manage permissions <input type="checkbox"/> Receive electronic statements <input type="checkbox"/> Receive paper statements
<i>Complete the fields below only if the Contact is to receive statements.</i>			
ATTN Line			
Mailing Address			
City	State	ZIP Code	
	OR		

**\*At least two Contacts must be authorized to Add/Remove ACH/wire/transfer instructions.**

# Oregon State Treasury | LGIP Permissions

## Add/Modify Permissions for the Listed Accounts (Continued)

Contact Name			<b>For the pool accounts listed above, this Contact may:</b> <input checked="" type="checkbox"/> View/Access pool account information <input type="checkbox"/> Initiate transactions <input type="checkbox"/> Add/Remove ACH/wire/transfer instructions* <input type="checkbox"/> Open/Close pool accounts <input type="checkbox"/> Manage permissions <input type="checkbox"/> Receive electronic statements <input type="checkbox"/> Receive paper statements
<i>Complete the fields below only if the Contact is to receive statements.</i>			
ATTN Line			
Mailing Address			
City	State <b>OR</b>	ZIP Code	

Contact Name			<b>For the pool accounts listed above, this Contact may:</b> <input checked="" type="checkbox"/> View/Access pool account information <input type="checkbox"/> Initiate transactions <input type="checkbox"/> Add/Remove ACH/wire/transfer instructions* <input type="checkbox"/> Open/Close pool accounts <input type="checkbox"/> Manage permissions <input type="checkbox"/> Receive electronic statements <input type="checkbox"/> Receive paper statements
<i>Complete the fields below only if the Contact is to receive statements.</i>			
ATTN Line			
Mailing Address			
City	State <b>OR</b>	ZIP Code	

*\*At least two Contacts must be authorized to Add/Remove ACH/wire/transfer instructions.*

### Remove All Permissions for the Listed Accounts

Contact Name
Contact Name
Contact Name
Contact Name
Contact Name

### Retain All Permissions for the Listed Accounts

Contact Name
Contact Name
Contact Name
Contact Name
Contact Name

### Signature (The Contact signing below must already be authorized in the records of the pool to manage permissions)

Authorized Contact Signature X		Authorized Contact Name		Date
Title	Phone Number	Ext.	E-mail Address	

POOL USE ONLY		
	DATE	INITIALS
Processed		
Confirmed		



# Oregon State Treasury

## LGIP State Payment Instructions

Use this form to set up payments from your pool account(s) to a state agency via ACH. Instructions may take up to 24 hours to set up and must be set up before transactions can be processed. Submit this form through EON, or fax or mail this form to the fax number or address at the bottom of the page.

### Participant Information

Local Government Name	Taxpayer Identification Number
-----------------------	--------------------------------

### List the pool account number(s) to which this form applies:

Pool Account 1	Pool Account 2	Pool Account 3	Pool Account 4
Pool Account 5	Pool Account 6	Pool Account 7	Pool Account 8
Pool Account 9	Pool Account 10	Pool Account 11	Pool Account 12

### State Agency ACH Instructions Add Remove

Financial Institution Name		Legal Account Owner	
ACH ABA Routing Transit Number	Bank Account Number	Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Nickname (Optional)
Addendum Details (Local Government Name plus any additional detail, e.g., City of Anytown Special Public Works Fund)			

### Certification and Authorization (Two different authorized Contacts must sign)

We hereby certify that we have obtained authorization from the State Agency to initiate transfers to the bank account listed above. Further, we authorize the Oregon State Treasury and its agents to initiate credit entries, and adjustments for any entries made in error, from the above-listed pool account(s) to the above-listed bank account. This authorization will remain in effect until cancelled in writing to the below address in such time as to afford Treasury a reasonable opportunity to act on said cancellation.

Authorized Contact Signature X	Authorized Contact Name	Date	
Title	Phone Number	Ext.	E-mail Address

Authorized Contact Signature X	Authorized Contact Name	Date	
Title	Phone Number	Ext.	E-mail Address

POOL USE ONLY		
	DATE	INITIALS
Processed		
Confirmed		