AMENDMENT NO. 1 TO
WORK ORDER CONTRACT NO. 7 [ORBuys NO. PO-73000-0005662:2]
PRICE AGREEMENT NO. B38922 [ORBuys NO. PO-73000-00005662]

Project Name: City of Shady Cove, Local Street Network Plan
(TGM File Code: 3A-23)
Federal Aid **#**: SA00(603)

If the term "Consultant" is used in the Work Order Contract ("WOC"), references to "Contractor" in this Amendment shall be read to mean "Consultant".

1. This is Amendment No. 1 ("Amendment") to WOC No. 7, effective date October 17, 2024, as amended from time to time between the State of Oregon, acting by and through its Department of Transportation ("Agency" or "ODOT"), and **Parametrix, Inc.**, ("Contractor"). This Amendment is effective on the date it has been signed by the Parties and all required State of Oregon approvals have been obtained.

2. Amendment Summary/Purpose. The purpose of this Amendment is to:

- update the Indemnity provision, per Senate Bill ("SB") 1575;
- extend expiration date;
- update the Parties Contact Information table; and
- update the General Project Delivery Schedule.

3. The Parties agree the WOC is hereby amended as follows:

a. The Indemnity Section, PART II. TERMS & CONDITIONS APPLICABLE TO AND INCORPORATED INTO WORK ORDER CONTRACTS, AND APPLICABLE GENERALLY TO THIS PRICE AGREEMENT, Section 9.b., is modified as shown below, new language is <u>underlined</u>:

9. b. CLAIMS FOR PROFESSIONAL LIABILITY. <u>To the fullest extent permitted by law, and except to the extent prohibited under ORS 30.140(4),</u> Consultant shall indemnify, defend, save, and hold harmless the State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, arising out of the professionally negligent acts, errors or omissions of Consultant or its subcontractors, or their respective agents or employees, in the performance of Consultant's professional services under the Contract.

b. The expiration date is changed from: **August 15, 2026**, to **December 15, 2026**.

c. The Statement of Work and Delivery Schedule is modified as shown in Attachment A to this Amendment, which is attached and incorporated by this reference.

4. Except as expressly amended above, or as previously amended, all other terms and conditions of the PA and WOC are still in full force and effect.

Certification:

A. Any individual (the undersigned) signing on behalf of Contractor hereby certifies under penalty of perjury:

(1) Contractor has provided its correct tax identification number to Agency;

(2) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; and

(3) The undersigned is authorized to act on behalf of Contractor, the undersigned has authority and knowledge regarding Contractor's payment of taxes, and to the best of the undersigned's knowledge, Contractor is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means: (i) all tax laws of this state, including but not limited to ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; and (ii) any tax provisions imposed by a political subdivision of this state that apply to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and (iii) any tax provisions imposed by a political subdivision of this state that apply to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

B. Any individual (the undersigned) signing on behalf of Contractor hereby certifies the undersigned is authorized to sign this Amendment and that:

(1) The representations, warranties and certifications contained in the PA and WOC 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.

(2) Contractor has made all required Conflict of Interest ("COI") disclosures, if any.

(a) Contractor understands and has provided to all Associates (as defined in the COI Guidelines) the ODOT COI Guidelines and COI Disclosure Form available at: https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx. Contractor and, to the best of the undersigned's information, knowledge and belief, Contractor's Associates, are in compliance with and have no disclosures required per the COI Guidelines (as may revised from time to time by Agency); or

(b) If disclosures regarding this WOC Amendment or the related Project are required per the ODOT COI Guidelines, Contractor has made such disclosures to Agency on a properly prepared and submitted COI Disclosure Form and, if determined necessary by Agency, a mitigation plan has been approved by Agency

(3) In the event that Contractor is a general partnership or joint venture, that Contractor's signature(s) below constitutes certifications to the statements in A and B above pertaining to the partnership or joint venture, as well as certifications of the statements in A and B above as to any general partner or joint venturer signing below.

No Payment shall be made for Services required under this Amendment that are performed before the Amendment effective date and a Notice-To-Proceed has been issued by Agency.

Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the PA, WOC 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. Agency reserves the right at any time to require the submission of the hard copy originals of any documents.

Accessibility: The Oregon Department of Transportation is committed to complying with all statutory requirements to ensure that it is providing information that is more accessible to people with disabilities, as required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and 36 C.F.R. 1194 Appendix A. To request reasonable accommodation for access, due to a disability, to information related to this document, please contact the Oregon Department of Transportation's Procurement Office at OPOAdministration@odot.oregon.gov or phone 503-986-2710.

CONTRACTOR

Signature	Print Name and Title	Date
Richard Roché Richard Roché (Jul 24, 2026 15:16:54 PDT)	Richard Roché Sr. Vice President	07/24/2026

DOJ LEGAL REVIEW for ODOT: Not required per OAR 137-045-0030(1)(c)

ODOT (Procurement Authority)

Signature	Print Name	Date
Kelsey MAFFEI (Jul 24, 2026 15:18:12 PDT)	Kelsey MAFFEI	07/24/2026

ATTACHMENT A: Revisions to Statement of Work and Delivery Schedule

Tasks, deliverables and schedule in the original Contract that are not set forth in or revised, or deleted, by this Amendment No. 1 are still part of the SOW and WOC with full force and effect.

1. The **PARTIES CONTACT INFORMATION** table at the top of the **Statement of Work and Delivery Schedule,** Page 4, is revised as follows (revised language is shown as ~~strikethrough~~, and new language is shown as **bold** and underlined)**:**

	Agency's Project Manager ("APM") for the Agreement		**Agency's Contract Administrator for the Agreement**
Name: Address: Phone: Email:	~~Virginia Elandt~~ **Ian Horlacher** ODOT Region 3 **100 Antelope Rd** **White City, OR 97503** ~~3500 NW Stewart Parkway~~ ~~Roseburg, OR 97470~~ **541-727-2597** **ian.k.horlacher@odot.oregon.gov** ~~(541) 957-3635~~ ~~Virginia.Elandt@odot.oregon.gov~~	Name: Phone: Email:	**Same as APM** ~~Virginia Elandt~~ ~~(541) 957-3635~~ ~~Virginia.Elandt@odot.oregon.gov~~
	Consultant's Project Manager ("PM") for the Project Contract		**Alternate Contact for Consultant**
Name: Address: Phone: Email:	Erin David 5 SE Martin Luther King Jr. Blvd, Suite 400 Portland, OR 97214 503-233-2400 edavid@parametrix.com	Name: Phone: Email:	Ryan Farncomb 503-416-6868 rfarncomb@parametrix.com
	Local Agency Contact ("LAC") for the Agreement		**Alternate Contact for Local Agency** Rowan Fairfield
Name: Phone: Email:	Michele Parry 541-878-2225 mparry@shadycove.org	Name: Phone: Email:	541-423-1382 rfairfield@rvcog.org

2. The provisions of the **Statement of Work and Delivery Schedule**, **Section E. Tasks, Deliverables and Schedule** included herein, are amended follows:

TABLE 1: GENERAL PROJECT DELIVERY SCHEDULE, Page 24, which reads:

Task#	**Task Name**		**Month(s)Following Agency Issuance of NTP**
1.1	PMT Meetings		Ongoing

Task#	Task Name		Month(s)Following Agency Issuance of NTP
1.2	Monthly Progress Reports		20th of each the month following NTP
1.3	Refined Project Schedule		1 month from NTP
2.2	PAC Meetings		Ongoing
2.3	Kickoff Meeting		1 month from NTP
2.4	Site Visit		1 month from NTP
2.5	PICP		2 months from NTP
2.7	Community Outreach Event		10 months from NTP
3.1	TM #1: Plans and Policy Framework		2 months from NTP
3.2	TM #2: Goals, Objectives, and Evaluation Criteria		3 months from NTP
3.3	TM #3: Baseline Information		4 months from NTP
C3.4	Inventory Data Collection		3 months from Contingency NTP
4.1	TM #4: Methodology and Assumptions		5 months from NTP
4.2	Traffic Data		5 months from NTP
4.3	TM #5: Existing and Future Analysis and Summary		7 months from NTP
5.1	TM #6: Proposed Alternatives		8 months from NTP
5.2	TM #7: Alternatives Analysis and Preferred Alternative		9 months from NTP
5.3	TM #8: Project Sheets and Finance Program		10 months from NTP
6.1	Draft LSNP and Draft Implementation Measures		11 months from NTP
6.3	Adoption Hearings		14 months from NTP
6.4	Final LSNP and Final Implementation Measures		15 months from NTP
6.5	Public Involvement Summary		16 months from NTP

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

Task#	Task Name	Month(s)Following Agency Issuance of NTP
1.1	PMT Meetings	Ongoing
1.2	Monthly Progress Reports	No later than the 20th of each month
1.3	Refined Project Schedule	1 month
2.2	PAC Meetings	Ongoing
2.3	Kickoff Meeting	1 month
2.4	Site Visit	1 month
2.5	PICP	2 months

Task#	Task Name	Month(s)Following Agency Issuance of NTP
2.7	Community Outreach Event	10 months
3.1	TM #1: Plans and Policy Framework	2 months
3.2	TM #2: Goals, Objectives, and Evaluation Criteria	3 months
3.3	TM #3: Baseline Information	4 months
C3.4	Inventory Data Collection	3 months from Contingency NTP
4.1	TM #4: Methodology and Assumptions	5 months
4.2	Traffic Data	5 months
4.3	TM #5: Existing and Future Analysis and Summary	7 months
5.1	TM #6: Proposed Alternatives	8 months
5.2	TM #7: Alternatives Analysis and Preferred Alternative	9 months
5.3	TM #8: Project Sheets and Finance Program	21 months
6.1	Draft LSNP and Draft Implementation Measures	21 months
6.3	Adoption Hearings	23 months
6.4	Final LSNP and Final Implementation Measures	24 months
6.5	Public Involvement Summary	24 months