

FLEXIBLE SERVICE MAINTENANCE AGREEMENT
Tillamook County

THIS 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 TILLAMOOK COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) [190.110](#), [366.572](#), [366.574](#) and [366.576](#), State may enter into cooperative agreements with the counties, cities and units of local governments for the performance of work on certain types of maintenance or improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. State and Agency have determined that it is both to their mutual benefit and to the general public's benefit if they jointly utilize State and Agency highway maintenance resources, including equipment and operators.

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, State and Agency desire to enter into this Agreement to share road and highway maintenance services including patching, shouldering, ditching, sweeping, vegetation control, brushing, signing, landscaping, striping, bridge repair, guardrail repair, winter maintenance activities, hazardous material spills, and drainage.
2. The tasks associated with the highway maintenance responsibilities referred to above are as defined in the current editions of the Oregon Department of Transportation's *Maintenance Guide and the Routine Road Maintenance Water Quality and Habitat Guide Best Management Practices Manual* "Maintenance Guide," which are herein incorporated by reference and located at the following address:

<http://www.oregon.gov/ODOT/HWY/OOM/Pages/publications.aspx>

- a. The *Maintenance Guide* includes the activity numbers. Other maintenance services may be included as defined on the Work Order Authorization.

3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on September 30, 2025, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
4. The total financial obligation for both Parties will not exceed \$100,000.00 during the term of this Agreement.
5. If the total cost of this Agreement or individual Work Order Authorization exceeds \$150,000, the Department of Justice must review and approve any amendments and/or Work Order Authorizations prior to performance of any work.

SCOPE OF WORK

1. State's District 1 Manager, or designee, may request maintenance services from Agency on an as-needed basis for work performed on State-owned and maintained highways and highway right of way. Maintenance service requests shall be a written request in the form of a Work Order Authorization, attached hereto as Exhibit A and made a part of this Agreement. The Work Order Authorization may be signed by State's District 1 Manager, or designee. Each Work Order Authorization that is issued pursuant to this Agreement shall become a part of this Agreement. **Both Parties shall sign the Work Order Authorization before commencement of work.** An original signed Work Order Authorization shall be completed and returned to the originating Party within ten (10) business days.
2. Agency may request maintenance services from State on an as-needed basis for work performed on Agency-owned and maintained roads and Agency right of way. Maintenance service requests shall be a written request in the form of a Work Order Authorization, as shown in Exhibit A. The Work Order Authorization may be signed by Agency's Public Works Director, or assigned designee. Each Work Order Authorization that is issued pursuant to this Agreement shall become a part of this Agreement. **Both Parties shall sign the Work Order Authorization before commencement of work.** An original signed Work Order Authorization shall be completed and returned to the originating Party within ten (10) business days.
3. The original Work Order Authorization initiated by State shall be forwarded to State's Region 2 Agreement Coordinator, 455 Airport Road SE, Building B, Salem, Oregon 97301, or email: Region2.Agreements@odot.oregon.gov.
4. State shall provide instructions to Agency employees concerning work to be performed under the Work Order Authorization, and Agency shall direct and supervise its employees who are assigned to assist State.
5. Agency shall provide instructions to State's employees concerning work to be performed under the Work Order Authorization, and State shall direct and supervise its employees who are assigned to assist Agency.

REIMBURSEMENT TO STATE

1. On a monthly basis, State shall submit invoices to Agency for actual costs incurred for work performed under this Agreement. Agency shall reimburse State for equipment and services based on State's rates used for its internal financial management of personnel and equipment adopted and in existence at the time of work being performed. Payment shall be made within forty-five (45) calendar days from receipt of the invoice. Invoices shall be submitted to Tillamook County Road Department, 503 Marolf Loop Road, Tillamook, Oregon 97141.
2. Under no condition shall Agency's total obligation for payments exceed \$50,000.00 during the term of this Agreement.

REIMBURSEMENT TO AGENCY

1. On a monthly basis, Agency shall submit invoices to State for actual costs incurred for work performed under this Agreement. State shall reimburse Agency for equipment and services based on the Agency's rates used for its internal financial management of personnel and equipment adopted and in existence at the time of work being performed. Payment shall be made within forty-five (45) calendar days from receipt of the invoice. Invoices shall be submitted to Oregon Department of Transportation, District 1 Office, 350 West Marine Drive, Astoria, Oregon 97103
2. Under no condition shall State's total obligation for payments exceed \$50,000.00 during the term of this Agreement.

EXPENDITURE AUTHORIZATION

1. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget. State shall not be indebted or liable for any obligation created by this Agreement in excess of the debt limitation of Article XI, Section 7, of the Oregon Constitution. State shall not assume any debts of Agency in violation of Article XI, Section 8, of the Oregon Constitution.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current biennial budget. Agency shall not be indebted or liable for any obligation created by this Agreement in excess of the debt limitation of Article XI, Section 10, of the Oregon Constitution.
3. Neither State nor Agency shall be liable for any expenditure under this Agreement without proper appropriation pursuant to ORS Chapter 291 and ORS Chapter 294 respectively.
4. The Work Order Authorization form for State may be signed by Mark Buffington, ODOT Region 2, District 1 Manager; 350 West Marine Drive, Astoria, Oregon 97103; 503-325-

7222; mark.w.buffington@odot.state.or.us, or assigned designee upon individual's absence.

5. The Work Order Authorization form for Agency may be signed by Chris Laity, Tillamook County Public Works Director; 503 Marolf Loop Road, Tillamook, Oregon 97141; 503-392-3660; or assigned designee upon individual's absence.

EQUIPMENT AND SERVICES

1. Each Party shall make available to the other Party vehicles, equipment, machinery, employees, related items and services in the manner and on the terms and conditions provided herein.
2. Services and equipment shall be provided upon reasonable request at mutually convenient times and locations. Each Party retains the right to refuse to honor a request if the services or equipment are needed for other purposes, if providing the equipment would be unduly inconvenient or if for any other reason the Party determines in good faith that it is not in its best interest to provide a particular item or service at the requested time. It is up to the discretion of the Party providing the equipment ("owner") whether an operator is provided with the equipment.
3. The Party receiving the equipment ("user") shall take proper precaution in its operation, storage, and maintenance. Equipment shall be used only for its intended purpose. User shall permit the equipment to be used only by properly trained and supervised operators and shall be responsible for equipment repairs necessitated by misuse or negligent operation. User shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of equipment during the period in which the equipment is in user's possession. User shall not, however, be responsible for scheduled maintenance or repairs other than repairs necessitated by misuse or negligent operation.
4. If equipment requires repair while in use, a State mechanic and an Agency mechanic shall assess the problem and, in consultation with each other, determine which Party is responsible for repair. In the event an agreement cannot be reached, State's District Manager or designee and Agency shall determine the responsible Party.
5. The entity providing the equipment ("provider") shall endeavor to provide equipment in good working order and to inform user of any information reasonably necessary for the proper operation of the equipment. The equipment, however, is provided "as is," with no representations or warranties as to its fitness for a particular purpose. User shall be solely responsible for selecting the proper equipment for its needs and inspecting equipment prior to use. It is acknowledged by the Parties that the provider is not in the business of selling, leasing, renting, or otherwise providing equipment to others and that the Parties are acting only for their mutual convenience and efficiency.
6. The Parties shall provide equipment storage space to each other, at no charge, upon rental request, when mutually convenient. It is recognized that such storage is for the

benefit of the Party requesting it. The Party storing the equipment shall be responsible only for providing a reasonably safe and secure area.

7. The user is responsible for any damage to rented equipment considered to be beyond normal wear and tear.
8. Service and usage times, established for the purpose of record keeping and rental charges, will begin at the time the equipment and operator leave the owner's shop or maintenance yard, and end when the equipment and operator return to the owner's shop or maintenance yard.
9. Both Parties shall use their individual internal rental rates for labor and equipment. These rates may be adjusted only once per state fiscal year.
10. Both Parties shall maintain accurate and up-to-date records of all rentals of equipment and operators. Said records will be kept available for inspection by representatives of each Party for a period of six (6) years following termination of this Agreement.
11. Both Parties shall furnish fuel, maintenance, and insurance for their equipment; however, fuel for vehicles and equipment shall be provided by the user during the period in which the equipment or vehicle is in the user's possession.

GENERAL PROVISIONS

1. Americans with Disabilities Act Compliance:

- a. Each Party shall ensure that the services it provides under this Agreement ("Services") comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"). The Parties shall use ODOT standards to assess whether the Services comply with the ADA, including, but not limited to, ODOT Maintenance Operational Notices MG 100-107 ("MG 100-107"), MG 144-03 ("MG 144-03"), and MG Activities-2 ("MG Activities-2").
- b. The scope of the Services performed under this Agreement is limited to maintenance activities and shall not include alteration, upgrade, or construction of sidewalks or curb ramps, or installation of pedestrian activated signals, except as otherwise expressly agreed by the Parties pursuant to Subsections d.i or d.ii below.
- c. When Agency is providing Services to ODOT under this Agreement, Agency shall:
 - i. Promptly notify ODOT of completion of Services and allow ODOT to inspect completed Services located on or along a state highway for ADA compliance, prior to acceptance of such Services and release of any Agency contractor, and
 - ii. Ensure that temporary pedestrian routes are provided through or around any work zone as provided in MG Activities-2 and Chapters 1 and 5 of the Oregon Temporary Traffic Control Handbook 2011 ("OTTCH"). For Services included in MG Activities-2 "Situations" paragraph 2, Agency shall provide ODOT with adequate information to allow ODOT to provide advance notice of any temporary pedestrian route to the

public, people with disabilities, and disability organizations. The Parties acknowledge that providing advance notice may not be possible in some such circumstances, including but not limited to, when Services are provided on an urgent or emergency basis, or where the nature and location of the Services are unknown until the beginning of the workers' shift.

d. When ODOT is providing Services to Agency under this Agreement:

i. Prior to Agency's issuance of a Work Order Authorization, Agency shall exercise reasonable efforts to identify if the Services may include an alteration under the ADA as set forth in MG 100-107 ("Alteration") and thereby trigger additional modifications to the facility in order to comply with the ADA ("ADA Modifications"). If Agency determines that the Services may include an Alteration, Agency shall not issue the Work Order Authorization until:

A. Agency has completed the ADA Modifications, or

B. After obtaining ODOT's concurrence, the Parties include the ADA Modifications in the Services to be provided by ODOT under the Work Order Authorization.

ii. After Agency's issuance of a Work Order Authorization under this Agreement, if ODOT identifies that any Services to be performed by ODOT under the Work Order Authorization in a location under Agency's jurisdiction may include an Alteration, ODOT shall immediately notify Agency. After such notification is provided:

A. If Agency decides to proceed with the ADA Modifications, ODOT is not obligated to perform the Services until: (a) the Parties have amended the Work Order Authorization to include the ADA Modifications in the scope of the Services, or (b) the Agency has completed the ADA Modifications.

B. If Agency decides not to proceed with the ADA Modifications, (a) ODOT may immediately stop work and cancel the Work Order Authorization, (b) the Parties may amend the Work Order to remove the Services that may include the Alteration, or (c) ODOT may decide, at its sole discretion, to continue to provide the Services in the original Work Order.

C. Notwithstanding paragraphs 9-11 below, if Agency decides not to proceed with the ADA Modifications, and if ODOT chooses to continue to provide the Services that may include an Alteration, AGENCY SHALL INDEMNIFY AND DEFEND ODOT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF, OR RELATING TO THE AGENCY'S DECISION NOT TO PROCEED WITH THE ADA MODIFICATIONS AND ODOT'S PERFORMANCE OF THE SERVICES WITHOUT INCLUSION OF THE ADA MODIFICATIONS.

- iii. Any ADA Modifications performed by ODOT pursuant to Subsections d.i or d.ii above shall follow ODOT's standards and processes for design, alteration, upgrade, or construction 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, applicable ODOT Maintenance Operational Notices, and providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.
- iv. Agency acknowledges that it has sole responsibility for determining whether the Services may include an Alteration or may trigger other ADA requirements, and agrees to make its own independent assessment regarding compliance with the ADA.
- v. Agency reaffirms its commitment to provide an accessible ADA-compliant transportation system and ensure that any feature or part of a feature under Agency's jurisdiction that was addressed as part of the Services ("Feature"), including ADA Modifications, is maintained in compliance with the ADA for the useful life of the Feature. This includes, but is not limited to, Agency ensuring that:
 - A. Pedestrian access is maintained as required by the ADA,
 - B. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - C. 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,
 - D. Any future work on the Feature during the useful life of the Feature complies with the ADA requirements in effect at the time the future work is performed, and
 - E. Applicable permitting and regulatory actions are consistent with ADA requirements.
- vi. Maintenance obligations in Subsection d.v above shall survive termination of this Agreement.
- e. ODOT Maintenance Operational Notices MG 100-107, MG144-03, MG Activities-2, and the OTTCH are incorporated herein by reference.
 - i. The OTTCH is available at <http://www.oregon.gov/ODOT/Engineering/Pages/OTTCH.aspx> Copies of MG 100-107, MG144-03, and MG Activities-2 are available for inspection at the ODOT

District 1 Office located at 350 West Marine Drive, Astoria, Oregon 97103 during regular business hours, or at the following locations online:

- MG 100-107: https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG100-107_w-diagram.pdf
- MG 144-03: https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG144-03.pdf
- MG Activities-2: https://www.oregon.gov/ODOT/Engineering/Doc_TechnicalGuidance/MG-Activities-2.pdf

ii. All references to MG 100-107, MG144-03, and MG Activities-2 in this Section refer to the version of the policy in place at the time the Services are performed.

2. Both Parties hereby grant the other Party authority to enter onto each other's right of way for the purpose of performing the maintenance services as stated on the Work Order Authorization.
3. Both Parties will assign work on each other's right of way only to personnel who have similar experience on State and Agency right of way.
4. Both Parties acknowledge and agree that each Party, the Oregon Secretary of State's office, and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of each Party that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. Both Parties shall retain and keep all files and records for a minimum of six (6) years following termination of the Agreement.
5. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
6. Agency represents that this Agreement is signed by personnel who have been authorized to do so by Agency.
7. State personnel assigned to assist Agency shall not be considered employees of Agency. Agency personnel assigned to assist State shall not be considered employees of State. Agency and State shall each be responsible for the following items in regard to their own employees:

- a. Payment of all wages and benefits that its employees are entitled to receive through their employment including, but not limited to, vacation, holiday and sick leave; other leaves with pay; medical, dental, life, and accident insurance; other insurance coverage; overtime; Social Security; Workers' Compensation; unemployment compensation, and retirement benefits.
 - b. Withholding Social Security, federal, and state taxes, and other regular deductions from wages paid to employees.
 - c. Administration of applicable civil service statutes and rules, classification and compensation plans, collective bargaining agreements, and other laws and agreements governing personnel relations with employees.
8. The Parties to this Agreement are of equal authority. Each Party acts independently in the performance of its obligations and functions under this Agreement, and neither Party is to be considered the agent of the other.
9. 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 of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
10. 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.
11. 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.

12. The Parties shall attempt in good faith to resolve any dispute arising out of this 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.
13. All employers, including both Parties, that employ subject workers who work under this 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 \$500,000 must be included. Both Parties shall ensure that each of their subcontractors complies with these requirements.
14. This Agreement may be terminated by mutual written consent of both Parties or by either Party, upon thirty (30) calendar days' written notice. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
15. Neither Party shall enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from the other Party.
16. This Agreement may be executed in several counterparts (facsimile or otherwise) 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.
17. This Agreement and the attached Exhibit constitute the entire agreement between the Parties on the subject matter hereof. 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 provision.

Tillamook County/ODOT
Agreement No. 73000-00021822

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.

Signature Page Follows

TILLAMOOK COUNTY, by and through its
elected officials

By _____

Title _____

By _____

Title _____

Date _____

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

By _____
County Legal Counsel

Date _____

Agency Contact:

Chris Laity,
Tillamook County
Public Works Director
503 Marolf Loop Road
Tillamook, Oregon 97141
503-392-3660
claity@co.tillamook.or.us

STATE OF OREGON, by and through its
Department of Transportation

By _____
Region 2 Manager

Date _____

APPROVAL RECOMMENDED

By _____
District 1 Manager

Date _____

State Contact:

Karen Christensen,
Transportation Operations
and Maintenance Manager
350 West Marine Drive
Astoria, Oregon 97103
503-325-7222
Karen.Christensen@odot.oregon.gov

**EXHIBIT A
WORK ORDER AUTHORIZATION**

State Requesting Agency to Perform Work Agency Requesting State to Perform Work

Agreement No. 73000-00021822 Work Order No.

Under the terms of Agreement No. 73000-00021822 between the OREGON DEPARTMENT OF TRANSPORTATION (State) and TILLAMOOK COUNTY (Agency), which is hereby incorporated by reference, the following Project work is authorized:

Project Name: **Flexible Maintenance Services – Tillamook County**

State Work Order Coordinator: _____ Agency Work Order Coordinator

Total Authorized Amount this Work Order \$ _____ Expenditure Account No.: _____

Work Order Start Date: _____ Work Order End Date: _____

Effective Date: No Work shall occur until this Work Order Authorization is signed by all Parties.	State Totals
Expenditure Account No.	No.
A. Amount authorized for this Work Order	\$
B. Amount authorized on prior Work Orders	\$
C. Total Amount authorized for all Work Orders (A+B=C)	\$
D. Agreement Not-to-Exceed amount	\$
E. Amount remaining on Agreement (D-C=E)	\$

SCOPE OF WORK (tasks, hours per task, estimated cost per task, and staff assigned to do the work and their hourly rate. Specify the Party responsible for providing materials and the Party responsible for material costs associated with the Project or services). Work necessary to complete the Project or services as described in original Agreement scope of work: (Indicate which services are to be used by checking appropriate box(es)).

Maintenance Services and Equipment Rental: *(List work shown below)*

- | | | |
|---|---|--|
| <input type="checkbox"/> Patching (100-102, 107-108) | <input type="checkbox"/> Shouldering (111-112, 119) | <input type="checkbox"/> Ditching (120) |
| <input type="checkbox"/> Sweeping (116-117) | <input type="checkbox"/> Vegetation Control (131) | <input type="checkbox"/> Striping (140-141, 147) |
| <input type="checkbox"/> Winter Maintenance (170-171, 179-181, 192) | <input type="checkbox"/> Brushing (132-133) | <input type="checkbox"/> Signing (142-143) |
| <input type="checkbox"/> Signing (142-143) | <input type="checkbox"/> Landscaping (136) | <input type="checkbox"/> Drainage (121) |
| <input type="checkbox"/> Guardrail Repair (151) | <input type="checkbox"/> Bridge Repair (163, 169) | <input type="checkbox"/> Hazardous Material Spills (149) |
| <input type="checkbox"/> Equipment Rental (specify equipment) _____ | | |

General Description of Project: _____

This Work Order Authorization may be executed in several counterparts (facsimile or otherwise) 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 Work Order Authorization so executed shall constitute an original.

ACCEPTANCE OF TERMS AND ACTION APPROVED BY STATE: I acknowledge and certify that the work in this Work order authorization is within the scope of work of the original Agreement.

State's District 1 Manager, or designee

Date

ACCEPTANCE OF TERMS BY LOCAL AGENCY

Name / Title

Date

APPROVED AS TO LEGAL SUFFICIENCY: If work exceeds \$150,000, signature required

Assistant Attorney General

Date

cc: ODOT District 1 Manager or Transportation Maintenance Manager
Tillamook County Public Works Director
State's Region 2 Agreement Coordinator, for Agreement File

EXHIBIT A

Work Order – Local Agency
Rev. 04-08-2008