

**IMMEDIATE OPPORTUNITY FUND AGREEMENT  
Meyers Road Intersection Improvements**

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," and the CITY OF OREGON CITY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as a "Party" collectively as the "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting Parties.
2. The Oregon Transportation Commission ("OTC") at its July 15, 1988, meeting approved establishing an Immediate Opportunity Fund ("IOF") to support primary economic development in Oregon through the construction and improvement of streets and roads. The OTC, at its meeting on March 19, 2015, revised the guidelines for the use of this fund. IOF funds are limited to: Type A) specific economic development projects that affirm job retention and job creation opportunities; Type B) revitalization of business or industrial centers to support economic development; Type C) preparation of Oregon certified project-ready industrial sites; and Type D) preparation of regionally significant industrial areas.
3. Cascade Highway South, Highway No. 160, also known as OR 213, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission. Meyers Road is a part of the city street system under the jurisdiction and control of Agency.
4. Agency desires to construct improvements to the intersection of Meyers Road and OR 213 and to extend Meyers Road eastward from such intersection (the "Project"). The Project will improve transportation flow and access to the proposed Beaver Creek Employment Area.
5. State and Agency entered into Cooperative Improvement Agreement 32146 on March 4, 2019, and amended on June 13, 2019 (the "Amended Project CIA"). The Amended Project CIA sets forth the scope, location, and obligations for the Project in more detail. The Amended Project CIA is attached to this Agreement as Exhibit A.
6. Business Oregon recommended IOF funds for use on the Project via letter dated December 13, 2018. The OTC approved Type B IOF funds for the Project on January 17, 2019.

7. The purpose of this Agreement is to set forth the terms and conditions under which State agrees to reimburse Agency with IOF funds for Agency's construction of the 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. Agency shall design and construct the Project consistent with the terms of the Amended Project CIA.
2. In consideration for Agency's construction of the Project, State agrees to provide Immediate Opportunity Funds not to exceed \$250,000. Agency is responsible for all remaining costs of the Project.
3. This Agreement is effective as of the date all required signatures are obtained and terminates upon completion of the Project or ten (10) calendar years, whichever is sooner.

## **STATE OBLIGATIONS**

1. State shall assign, at its own expense, a Project liaison to monitor Agency's work performed on the Project. State shall review all environmental documents, Project plans, specifications, and cost estimates prepared by Agency or its consultants within twenty (20) working days of submittal by Agency and before advertisement of construction bids. State's Project liaison shall review within twenty (20) working days all monthly invoices submitted by Agency for reimbursement.
2. State shall engage in the development of the Project consistent with the terms of the Amended Project CIA.
3. State's Project liaison will arrange for a final inspection of the Project upon notification from Agency of Project completion. State, in its sole discretion, shall determine if the Project has been completed in a satisfactory manner.
4. Upon the start of construction of the Project, State shall, as soon as practically possible and within forty five (45) days following receipt of approved monthly itemized invoices, reimburse Agency for fifty percent (50%) of the eligible Project construction costs incurred until the total of \$250,000 of approved IOF Funds has been paid to Agency or until the Project is completed, whichever occurs first. Eligible Project costs are those costs State deems necessary for Agency's completion of the Project's preliminary engineering, right of way acquisition, and construction. Travel expenses will not be reimbursed.
5. State's Project liaison for this Project is Kimberly Dinwiddie, Government Liaison, 123 NW Flanders Street, Portland, OR 97209, 503-731-8248, kimberly.dinwiddie@odot.state.or.us, 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.

## **AGENCY OBLIGATIONS**

1. Agency shall ensure that State's contribution of fifty percent (50%) of the actual road construction costs, not to exceed \$250,000, will be applied to preliminary engineering, right of way acquisition, and construction only. Agency is responsible for funding the remaining Project costs.
2. Agency shall submit to the assigned State Project Liaison all environmental documents, Project plans, specifications and cost estimates before advertisement for construction bids.
3. To be eligible for reimbursement under this Agreement, Agency must comply with all provisions of the Project CIA.
4. Agency shall keep accurate cost accounting records. Agency shall prepare and submit monthly itemized, progress reports and invoices for construction directly to State's Project liaison for review and approval. Such invoices will be in a form identifying the Project, the agreement number, the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Travel expenses will not be reimbursed.
5. Agency agrees to refund to State all IOF funds paid to Agency in connection with this Project if this Agreement is terminated for any reason prior to completion of the Project. Agency shall pay such refund to State within three (3) months from the date of the termination of the Agreement.
6. Agency agrees to refund to State all IOF funds paid to Agency in connection with this Project if State, in performance of its final inspection under State Obligations paragraph 2, determines that the Project has not been completed in a satisfactory manner.
7. Agency agrees that should any environmental or land-use issues arise at any time during the development or construction of the Project, State may, at its discretion and when exercised in good faith, suspend payments until it is satisfied that the issue has been resolved. Agency may use its own funds to continue the Project and shall be reimbursed by State as provided for in this Agreement once State is satisfied that the issue has been resolved.
8. Agency shall submit to State any change orders that substantially change the plans and specifications or the submitted scope of work as approved by the OTC and as identified in this Agreement.
9. Agency shall provide to State permanent mylar "as constructed" plans for work on state highways.

10. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
11. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
12. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Agency that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. Agency shall retain and keep all files and records for a minimum of six (6) years after completion of the Project.
13. 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 279C.505, 279C.515, [279C.520](#), [279C.530](#) 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.
14. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.

15. 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.
16. Agency's Project Manager for this Project is Dayna Webb, City Engineer, 625 Center Street, Oregon City, OR 97045, 503-974-5508, dwebb@orcity.org, 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.

## **GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. 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 State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. 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 State is prohibited from paying for such work from the planned funding source.
  - f. If Agency fails to award a construction contract or complete the Project according to the terms set forth in Agency Obligations paragraph 2.
3. Agency may terminate this Agreement effective upon delivery of written notice to State, or at such later date as may be established by Agency, under any of the following conditions:
  - a. If State fails to provide funding called for by this Agreement within the time specified herein or any extension thereof.

- b. If Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue its performance of this Agreement.
  - c. 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.
- 4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 5. 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.
- 6. 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.
- 7. 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.

8. 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.
9. 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 will 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.
10. 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.
11. This Agreement and attached exhibits 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.

**Signature Page to Follow**

Agency/State  
Agreement No. 33384

**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 2018-2021 Statewide Transportation Improvement Program (STIP), (Key #21423), that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

**CITY OF OREGON CITY**, by and through  
its elected officials

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By \_\_\_\_\_  
City Recorder

Date \_\_\_\_\_

**APPROVED AS TO FORM**

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**

Dayna Webb, PE City Engineer  
625 Center Street  
503-974-5508  
dwebb@orc.org

**STATE OF OREGON**, by and through its  
Department of Transportation

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Area Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Bonnie Heitsch via email dated 6/19/19

**State Contact:**

Kimberly Dinwiddie, Government Liaison  
123 NW Flanders Street  
Portland, OR 97209  
503-731-8248  
kimberly.dinwiddie@odot.state.or.us



# Exhibit A - Amended Project CIA

Misc. Contracts and Agreements

No. 32146

## COOPERATIVE IMPROVEMENT AGREEMENT

**Project Name: OR213 Meyers Road Intersection Improvements**

**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 the **CITY OF OREGON CITY**, 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. Cascade Highway South, Highway No. 160 also known as OR 213, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). Meyers Road is a part of the city street system under the jurisdiction and control of city.
2. By the authority granted in Oregon Revised Statutes (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. State, by ORS [366.220](#), is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of a city street remains with the Agency.
4. By the authority granted in ORS [810.080](#) State has the authority to establish marked pedestrian crosswalks on its highway facilities.
5. By the authority granted in ORS [810.210](#), State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications.
6. By the authority granted in ORS [366.425](#), State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.

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**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 agree that the Agency shall construct a fourth, eastern leg to the Meyers Road/OR 213 intersection, hereinafter referred to as "Project". The Project includes removing and replacing the existing traffic signal installation at the intersection, providing an additional northbound through lane on OR 213 within the project limits and providing bike, pedestrian, transit and drainage facilities within the project limits. The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. Swales A and B, identified for State maintenance within the Project location, are detailed on the sketch map attached hereto, marked Exhibit B, and by this reference made a part hereof. Paving responsibilities are detailed for State and Agency on sketch map attached hereto, marked Exhibit C, and by this reference made a part hereof.
2. The Project will be constructed at an estimated cost of \$6,500,000 in Agency funds. The estimate for the total Project cost is subject to change. Agency shall be responsible for Project costs beyond the estimate.
3. State will perform services for the Project under this Agreement at Agency's expense. State will review the Project plans, perform periodic inspection for internal documentation purposes; perform signal turn-on, timing, and testing, and will perform review, approval and acceptance of right of way acquired on the State Highway to be relinquished by the Agency post-construction. State will send Agency a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$21,000 upon execution of this Agreement.
4. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance and power responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within ten (10) calendar years following the date of final execution of this Agreement by both Parties.

## **AGENCY OBLIGATIONS**

1. Agency shall be responsible for one hundred percent (100%) payment for traffic signal power to the power company. The power company shall send power bills directly to Agency.
2. Agency or its consultant shall conduct the necessary field surveys, environmental studies, traffic investigations; arrange for relocation or reconstruction of any conflicting utility facilities; obtain right of way for the Project with the exception of one file, which State is acquiring and which is described further in right of way

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Services Agreement No. 32587; identify and obtain all required permits; and perform all preliminary engineering and design work required to produce plans, specifications, and cost estimates. Agency or its contractor shall construct the Project, perform all construction engineering, including all required materials testing and quality documentation, provide technical inspection, project management, and other necessary functions for contract administration for the construction contract entered into for the Project.

3. Agency will be required to obtain the services of a registered professional engineer to oversee, accept, and document all construction procedures and certify proper construction was performed pursuant to the Project plan and permit. The registered professional engineer will be required to stamp the "As Constructed Plans" and ensure the Project meets State's required standards. Construction inspection for this Project will be completed by state-certified inspectors under the direction of the registered professional engineer overseeing the construction and paid for by Agency.
4. Agency shall provide the Project preliminary and final plans and specifications to State's District 2B office for review and written concurrence, including review and concurrence from the Office of the State Traffic Engineer, so that the State can issue a permit for the Project. All signal equipment must be inspected and tested by State's Traffic Systems Services Unit. Any changes to the final plans and specifications shall be provided to the State's District 2B office, which shall coordinate all such review and concurrence of revised plans. All review, signal inspection, and testing done by the State for the Project will be at Agency's expense.
5. Agency shall, upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit in the amount of \$21,000 for the Project, said amount being equal to the estimated total cost for the work performed by State to complete the Project. This includes, but is not limited to, plan review and inspection during construction. Agency agrees to make additional deposits as needed upon request from State. Depending upon the timing of portions of the Project to which the advance deposit contributes, it may be requested by State prior to Preliminary Engineering, purchase of right of way, or approximately four to six (4-6) weeks prior to Project bid opening.
6. Upon completion of the Project and receipt from State of an itemized statement of the actual total cost of State's participation for the Project, Agency shall pay any amount which, when added to Agency's advance deposit, will equal one hundred percent (100%) of actual total State costs for the Project. Any portion of said advance deposit which is in excess of the State's total costs will be refunded or released to Agency.

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## 7. **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 by the ADA Amendments Act of 2008 (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, modification, 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, 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, modified, upgraded, or improved 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:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>

- b. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.
- c. 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,

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- ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
  - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
  - 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.
8. Maintenance obligations in this section shall survive termination of this Agreement.
9. Agency shall be responsible for one hundred percent (100%) of maintenance and power costs associated with the illumination, as well as the highway illumination system installed for the video detection system. Agency shall require the power company to send invoices directly to Agency.
10. Agency, or its consultant's, electrical inspectors shall possess a current State Certified Traffic Signal Inspector certificate, in order to inspect electrical installations on state highways. The State District Permitting Office shall verify compliance with this requirement prior to construction.
11. Agency shall maintain the asphaltic concrete pavement surrounding the vehicle detector loops installed in the City streets in such a manner as to provide adequate protection for said detector loops.
12. Agency shall be responsible for the maintenance of Meyers Road from curb to curb, as well as improvements to the storm water management facilities and signage.
13. All employers, including Agency, 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. Agency shall ensure that each of its contractors complies with these requirements.
14. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement

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including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.

15. Agency acknowledges and agrees 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 Agency 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 final payment (or completion of Project,.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
16. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
17. Any such indemnification shall also provide that neither the Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
18. 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 [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) 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

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established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

19. Agency shall construct the Project in accordance with the requirements of ORS 276.071 including the public contracting laws within ORS Chapters 279A, 279B and 279C.
20. If Agency chooses to assign its contracting responsibilities to a consultant or contractor, Agency shall inform the consultant or contractor of the requirements of ORS 276.071, to ensure that the public contracting laws within ORS Chapters 279A, 279B and 279C are followed.
21. Agency or its contractor shall follow the Oregon Locate Laws (ORS 757 and OAR 952).
22. Agency is acquiring right of way for the Project with the exception of one file, which State is acquiring and which is described further in right of way Services Agreement No. 32587. Agency will acquire the remaining necessary rights of way 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. Certification of right of way acquisition work must be made by the Agency (or on behalf of its consultant) doing the work. If Agency acquires the right of way, it shall provide a letter from Agency's legal counsel certifying that 1) the right of way needed for the Project has been obtained and 2) right of way acquisition has been completed in accordance with the right of way requirements contained in this Agreement. The certification form shall be routed through the State Region 1 Right of Way Office for co-signature and possible audit. If Agency elects to have State perform right of way functions, a separate agreement shall be executed between Agency and State right of way, referencing this Agreement number.
23. Agency shall obtain a permit to "Occupy or Perform Operations upon a State Highway" from assigned State District 2B Project Manager as well as land use permits, building permits, and engineering design review approval from State. Agency agrees to comply with all provisions of said permit(s), and shall require its developers, contractors, subcontractors, or consultants performing such work to comply with such permit and review provisions.
24. If Agency enters into a construction contract for performance of work on the Project, then Agency will require its contractor to provide the following:
  - a. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.

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- b. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
  - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$ 2,000,000.
  - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
  - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
  - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor's or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.
25. Agency grants State the right to enter onto Meyers Road right of way for the performance of duties as set forth in this Agreement.
26. Agency is responsible for and ensures that all survey monuments recorded with a county and within or adjacent to the highway right of way shall be preserved in accordance with ORS 209.140 and 209.150. Any such monumentation that is damaged or removed during the course of the Project must be replaced in compliance with ORS Chapter 209 stipulations, the State Right of Way Monumentation Policy, and at Agency's own expense.
27. Agency is also responsible, at its own expense, for replacement of any additional State survey marks or other monumentation not recorded with a county that are



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damaged or removed during the course of the Project. In the event of such replacement, Agency shall contact State's Geometronics Unit for replacement procedures.

28. If additional right of way is acquired for state highway right of way purposes as a result of the Project, then a right of way monumentation survey is required as defined in ORS 209.150 and 209.155. Agency agrees to provide such a survey, at its own expense, following ORS Chapter 209 stipulations, State Right of Way Monumentation Policy, and State's Geometronics Unit review and approval, and to file the legal survey with the appropriate Agency Surveyor's office as required.
29. 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.
30. Agency's Project Manager for this Project is Dayna Webb, Senior Project Engineer, 625 Center Street, Oregon City, OR 97045, 503-974-5508, [dwebb@orccity.org](mailto:dwebb@orccity.org), 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.

## STATE OBLIGATIONS

1. State shall maintain the asphaltic concrete pavement surrounding the vehicle detector loops installed on the highway in such a manner as to provide adequate protection for said detector loops.
2. State shall, upon execution of the agreement, forward to Agency a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$21,000 for payment of the following services pertaining to work performed on State facilities. State will review the Project plans, issue permit, perform periodic inspection for internal documentation purposes; perform signal turn-on, timing, and testing, and will perform review, approval and acceptance of right of way acquired on the State Highway to be relinquished by the Agency post-construction. State agrees to not incur costs exceeding \$21,000 without first submitting to Agency a request for additional deposit accompanied by an itemized statement of expenditures and an estimated cost to complete Project and receiving Agency's approval.
3. Within fifteen days of notice from Agency that Agency believes all work is complete, State will perform the final inspection of the Project and notify Agency that it agrees all work is complete or give Agency written instruction regarding incomplete or unsatisfactory work. Upon request by Agency, State will promptly re-inspect the Project to confirm the incomplete or unsatisfactory work has been satisfactorily completed. State will issue a Final Acceptance notice to Agency when all work is inspected and accepted.

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4. State shall, upon signal turn on and proper operation, perform all necessary maintenance of said traffic signals, control the timing established for operation of the traffic signals and pay for maintenance.
5. Upon completion of the Project, State shall either send to Agency a bill for the amount which, when added to Agency's advance deposit, will equal one hundred percent (100%) of the total state costs for Project or State will refund to Agency any portion of said advance deposit which is in excess of the total State costs for Project.
6. State grants authority to Agency to enter upon State right of way for the construction of this Project as provided for in miscellaneous permit to be issued by State District 2B Office.
7. State shall cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature located within the State right of way where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements for the portions of the Project which are on State right of way.
8. State shall perform the maintenance and be responsible for one hundred percent (100%) of the maintenance for Swales A and B.
9. State's Project Manager for this Project is Zach Candeaux, Assistant District 2B Manager , 9200 SE Lawnfield Rd, Clackamas, Oregon 97015-8685, 971-673-6219, [Zach.Candeaux@odot.state.or.us](mailto:Zach.Candeaux@odot.state.or.us), 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.

## GENERAL PROVISIONS

1. This Agreement may be terminated by either party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. 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 State fails to correct such failures within ten (10) days or such longer period as State may authorize.

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- c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. 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 State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. 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.
5. 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.
6. 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

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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.

7. 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.
8. If Agency fails to maintain facilities in accordance with the terms of this Agreement, State, at its option, may maintain the facility and bill Agency, seek an injunction to enforce the duties and obligations of this Agreement or take any other action allowed by law.
9. 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.
10. This Agreement and attached exhibits 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.

**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 TO FOLLOW**

# Exhibit A - Amended Project CIA

Agency/State  
Agreement No. 32146

THE CITY OF OREGON CITY, by and  
through its elected officials

By [Signature]  
Mayor

Date 2/20/19

By Katie Riggs  
City Recorder

Date 2/20/19

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

By [Signature]  
Agency Counsel

Date 2/20/19

**Agency Contact:**

Dayna Webb, Senior Project Engineer  
PO BOX 3040,  
625 Center Street  
Oregon City, OR 97045  
503-974-5508  
[dwebb@orciv.org](mailto:dwebb@orciv.org)

STATE OF OREGON, by and through  
its Department of Transportation

By [Signature]  
Highway Division Administrator  
Date 3/4/19

**APPROVAL RECOMMENDED**

By [Signature]  
Region 1 Manager  
Date 3-1-2019

By [Signature]  
State Traffic Engineer  
Date 2/25/19

By [Signature]  
District 2B Manager  
Date 2/14/2019

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Bonnie Heitsch per email 11/5/18  
Assistant Attorney General

Date \_\_\_\_\_

**State Contact:**

Zach Candeaux  
Assistant District 2B Manager  
9200 SE Lawnfield Rd,  
Clackamas, Oregon 97015-8685  
971-673-6219  
[Zach.Candeaux@odot.state.or.us](mailto:Zach.Candeaux@odot.state.or.us)

# Exhibit A - Amended Project CIA

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## EXHIBIT A - Project Location Map



**Project Name:**  
**Meyers Road Extension Project (CI 17-001)**







UTILITIES PLAN  
CASCADE HIGHWAY SOUTH @ MEYERS ROAD  
OR213 @ M.P. 3.85  
(OREGON CITY)

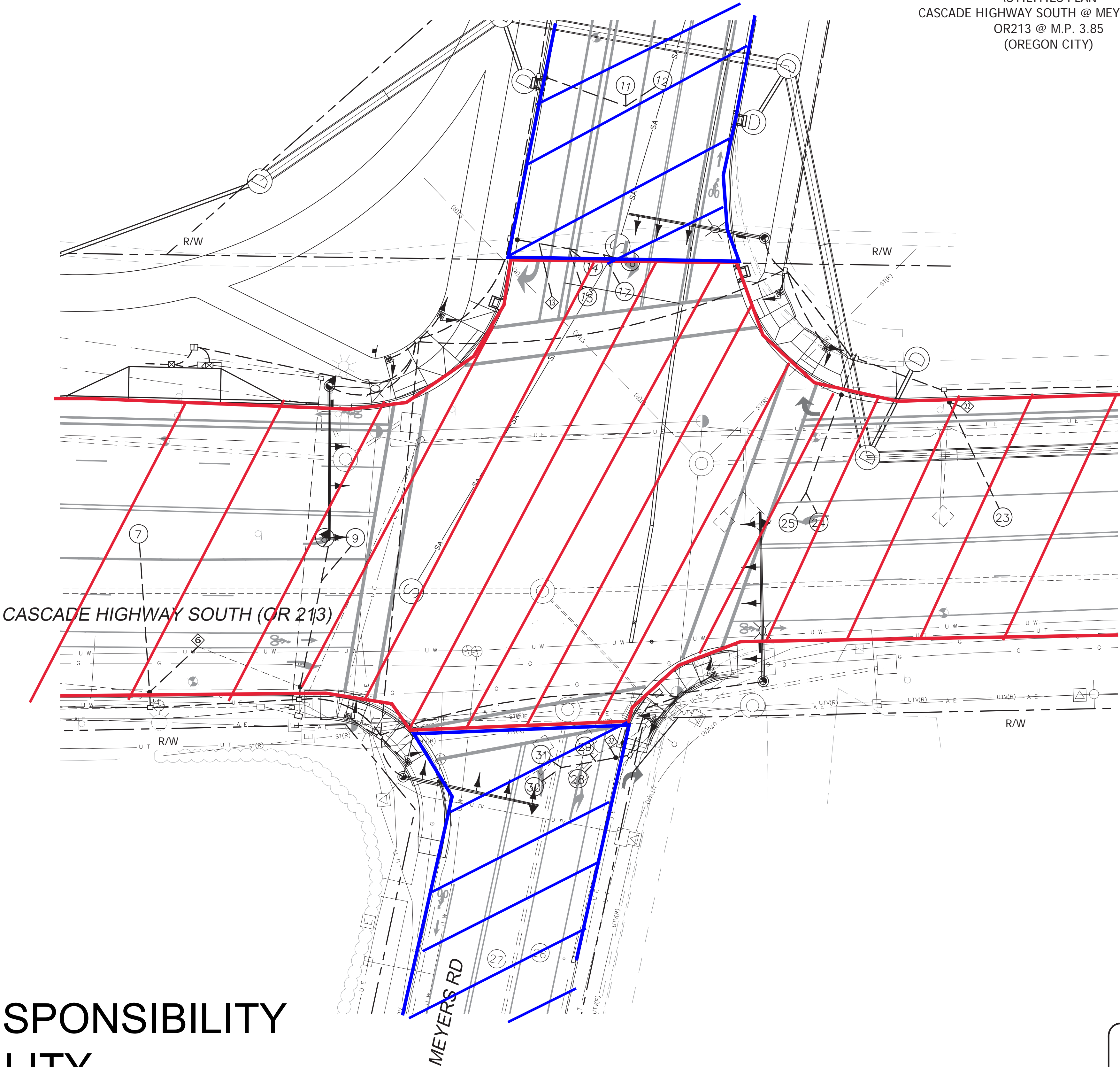


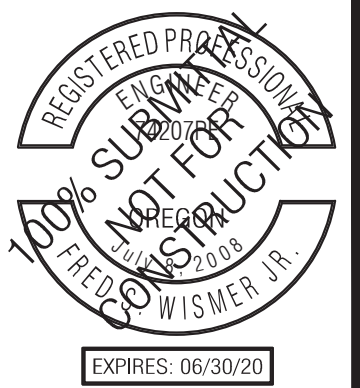
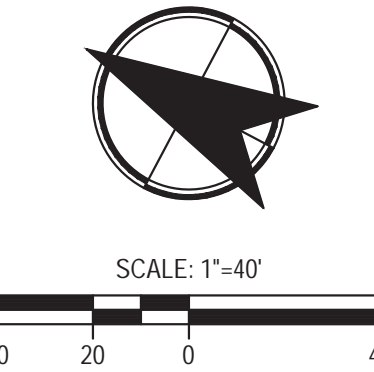
EXHIBIT C  
BLUE = OREGON CITY RESPONSIBILITY  
RED = ODOT RESPONSIBILITY



NOTE:  
See sheet TS-1 for Legend

NOTE:  
Field Verify Measurements Before Construction

FC: 160 MP: 3.85	T.R.S. DWG. No. <b>00000</b>	TSSU. No.	
Traffic Section Approval			

**OREGON DEPARTMENT OF TRANSPORTATION**  
TRAFFIC - ROADWAY SECTION



	PROJECT MANAGER: Fred Wismer
	TITLE NUMBER: OC PROJECT# CI 17-001
	PROJECT NO.: 517006
	DESIGNED BY: Colby Cox
	DRAWN BY: B. Cullimore
	DATE: Oct 23, 2018

UTILITY PLAN

OC PROJECT# CI 17-001  
MEYERS ROAD EXTENSION PROJECT  
MEYERS ROAD  
CLACKAMAS COUNTY

REV. NO.	DATE	REVISION

DRAWING NUMBER:  
**TS-6**  
SHEET OF



# Exhibit A - Amended Project CIA

Misc. Contracts and Agreements

No. 32146

## **AMENDMENT NUMBER 01 COOPERATIVE IMPROVEMENT AGREEMENT OR213 Meyers Road Intersection Improvements**

This is Amendment Number 1 ("Amendment") to the Cooperative Improvement Agreement ("Agreement") between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and the **City of Oregon City**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on March 4, 2019.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to clarify the services provided by State under the Agreement and revise the dollar amount paid by Agency to State for State's work on the Project.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendments to Agreement.**

### **A. TERMS OF AGREEMENT, Paragraph 3, Page 2, which reads:**

3. State will perform services for the Project under this Agreement at Agency's expense. State will review the Project plans, perform periodic inspection for internal documentation purposes; perform signal turn-on, timing, and testing, and will perform review, approval and acceptance of right of way acquired on the State Highway to be relinquished by the Agency post-construction. State will send Agency a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$21,000 upon execution of this Agreement.

### **Is deleted in its entirety and replaced with the following:**

3. State will perform services for the Project at Agency's expense. As part of this Project:

a. State shall perform the work to acquire the reservation of access at Engineering Station 274+80, East Side, MP3.93, for the Berge/Emmert property (19842 Highway 213, tax lot 3S-2E-9C-700; T3S-R2E-S9 W.M.), as part of the Project cost. State will send Agency a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$10,000 upon execution of this Agreement for the estimated legal fees and costs of the reservation of access.

b. State will review the Project plans and perform periodic inspection for internal documentation purposes. State will send Agency a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$21,000 upon execution of this Agreement for the estimated costs associated with these administrative and review functions.

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## **B. AGENCY OBLIGATIONS, Paragraph 5, Page 3, which reads:**

5. Agency shall, upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit in the amount of \$21,000 for the Project, said amount being equal to the estimated total cost for the work performed by State to complete the Project. This includes, but is not limited to, plan review and inspection during construction. Agency agrees to make additional deposits as needed upon request from State. Depending upon the timing of portions of the Project to which the advance deposit contributes, it may be requested by State prior to Preliminary Engineering, purchase of right of way, or approximately four to six (4-6) weeks prior to Project bid opening.

### **Is deleted in its entirety and replaced with the following:**

5. Agency shall, upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit in the amount of \$31,000 for the Project, said amount being equal to the estimated total cost for the work performed by State to complete the Project. This includes, but is not limited to, acquiring a reservation of access and plan review and inspection during construction. Agency agrees to make additional deposits as needed upon request from State. Depending upon the timing of portions of the Project to which the advance deposit contributes, it may be requested by State prior to Preliminary Engineering, purchase of right of way, or approximately four to six (4-6) weeks prior to Project bid opening.

## **C. AGENCY OBLIGATIONS, Paragraph 22, Page 7, which reads:**

22. Agency is acquiring right of way for the Project with the exception of one file, which State is acquiring and which is described further in right of way Services Agreement No. 32587. Agency will acquire the remaining necessary rights of way 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. Certification of right of way acquisition work must be made by the Agency (or on behalf of its consultant) doing the work. If Agency acquires the right of way, it shall provide a letter from Agency's legal counsel certifying that 1) the right of way needed for the Project has been obtained and 2) right of way acquisition has been completed in accordance with the right of way requirements contained in this Agreement. The certification form shall be routed through the State Region 1 Right of Way Office for co-signature and possible audit. If Agency elects to have State perform right of way functions, a separate agreement shall be executed between Agency and State right of way, referencing this Agreement number.

### **Is deleted in its entirety and replaced with the following:**

# Exhibit A - Amended Project CIA

Agency/State

Agreement No. 32146-01

22. Agency is acquiring right of way for the Project with the exception of one access file, which State is acquiring and which is the reservation of access acquisition at Engineering Station 274+80, East Side, MP3.93 for the Berge/Emmert property (19842 Highway 213, tax lot 3S-2E-9C-700; T3S-R2E-S9 W.M.). This sole acquisition is the only subject of the Right of Way Services Agreement No. 32587. Agency will acquire the remaining necessary rights of way 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. Certification of right of way acquisition work must be made by the Agency (or on behalf of its consultant) doing the work. If Agency acquires the right of way, it shall provide a letter from Agency's legal counsel certifying that 1) the right of way needed for the Project has been obtained and 2) right of way acquisition has been completed in accordance with the right of way requirements contained in this Agreement. If Agency elects to have State perform right of way functions, a separate agreement shall be executed between Agency and State right of way, referencing this Agreement number.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**Signature Page to Follow**

# Exhibit A - Amended Project CIA

Agency/State  
Agreement No. 32146-01

THE PARTIES, by execution of this Amendment, hereby acknowledge that their signing representatives have read this Amendment, understand it, and agree to be bound by its terms and conditions.

THE CITY OF OREGON CITY, by and through its elected officials

By Frank O'Donnell  
Mayor Commission President  
Date 6/05/2019

By Kathie Riggs  
City Recorder  
Date 6/5/19

## LEGAL REVIEW APPROVAL

By Carrie Rich  
Agency Counsel  
Date 6-5-19

### Agency Contact:

Dayna Webb  
Senior Project Engineer  
PO Box 3040  
625 Center Street  
Oregon City, OR 97045  
503.974.5508  
dwebb@orc.org

STATE OF OREGON, by and through its Department of Transportation

By Mhegn Lyde  
Highway Division Administrator  
Date 6/13/19

## APPROVAL RECOMMENDED

By [Signature]  
Region 1 Manager

Date 6-12-2019

By [Signature]  
State Traffic Engineer

Date 6-11-19

By [Signature]  
District 2B Manager

Date 6/7/19

## APPROVED AS TO LEGAL SUFFICIENCY

By Bonnie Heitsch via email dated 4/10/19

### State Contact:

Zach Candeaux  
Assistant District 2B Manager  
9200 SE Lawnfield Rd  
Clackamas, OR 97015  
971.673.6219  
zach.candeaux@odot.state.or.us