

**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.

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:

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

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
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Oregon City, OR 97045
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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:

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Assistant District 2B Manager
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