

RESOLUTION No. 2016-3315

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH
THE STATE OF OREGON TO PROVIDE RIGHT-OF-WAY SERVICES FOR
THE NEWBERG-DUNDEE BYPASS PROJECT (AGREEMENT NO. 29496)**

RECITALS:

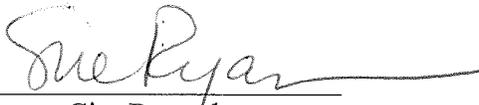
1. The Oregon Department of Transportation (ODOT) is in the process of constructing Phase 1 of the Newberg-Dundee Bypass.
2. The City Council's Goals include an objective to continue to support the completion of Phase 1 and the future build out of the Newberg-Dundee Bypass.
3. On July 18, 2016 Council authorized the execution of Agreement No. 29496 with ODOT for right of way services associated with the Newberg-Dundee Bypass.
4. The expiration date needs to be extended until August 30, 2019.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The Newberg City Council does hereby authorize the city manager to execute Amendment No. 1 to Agreement No. 29496 for the Newberg-Dundee Bypass project. The Amendment is shown in Exhibit "A", which is attached. Exhibit "A" is hereby adopted and by this reference incorporated.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: July 19, 2016.

ADOPTED by the City Council of the City of Newberg, Oregon, this 18th day of July 2016.



Sue Ryan, City Recorder

ATTEST by the Mayor this 20th day of July 2016.



Bob Andrews, Mayor

**AMENDMENT NUMBER 01
INTERGOVERNMENTAL AGREEMENT
FOR RIGHT OF WAY SERVICES**

Oregon Route 18: Newberg-Dundee Bypass (Phase 1)
City of Newberg

This is Amendment No. 01 to the Agreement between the **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **CITY OF NEWBERG**, acting by and through its designated officials, hereinafter referred to as "Agency." The Parties entered into an Agreement on August 14, 2013.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to reinstate the Agreement, update language, and extend the expiration date.

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

2. **Amendment to Agreement.**

a. **Insert new RECITALS, Paragraph 6, to read as follows:**

6. As of this time there are no local public agencies (LPAs) certified to independently administer federal-aid projects for right of way services. Therefore, State is ultimately responsible for the certification and oversight of all right of way activities under this Agreement (except as provided under "Agency Obligations" for LPAs in State's certification program for consultant selection).

b. **TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:**

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than June 30, 2016, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

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

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than August 30, 2019, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

c. **STATE OBLIGATIONS, Paragraph 4, Page 2, which reads:**

4. State's right of way contact person for this Project is Georgine Gleason, Region 2 Right of Way Agent, 455 Airport Road SE, Building A, Salem, Oregon 97301-5397; (503) 986-2604; georgine.n.gleason@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

City of Newberg / State of Oregon – Dept. of Transportation
Agreement No. 29496, Amendment No. 1

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

4. State's right of way contact person for this Project is David Thiessen, Senior Right of Way Agent, ODOT, Region 2, 455 Airport Road SE, Building A, Salem, Oregon 97301; phone: (503) 986-2618; email: david.j.thiessen@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

d. AGENCY OBLIGATIONS, Paragraph 3, Page 2, which reads:

3. Agency may utilize its own staff or subcontract any of the work scheduled under this Agreement provided Agency receives prior written approval of any staff, consultant or contractor by the State's Region Right of Way office.

Resolution 2016-3315

Exhibit A

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

3. Agency's needed right of way services, as identified in Exhibit A, may be performed by qualified individuals from any of the following sources:

- a. Agency staff,
- b. State staff,
- c. Staff of another local public agency, as described in *ODOT's Right of Way Manual* and approved by the State's Region Right of Way office;
- d. Consultants from State's Full Service Architectural and Engineering (A&E) Price Agreement 2 Tier Selection Process. Tier 2 procurements must be requisitioned through State's Local Agency Liaison (LAL) with solicitation process administered by State Procurement Office. Forms and procedures for Tier 2 process are located at: <http://www.oregon.gov/ODOT/CS/OPO/docs/fs/tier2guide.doc>;
- e. *Appraiser services procured by Agency from State's Qualified Appraiser List (on line at: <http://www.oregon.gov/ODOT/HWY/ROW/Pages/index.aspx>);
- f. *Other right of way related services procured by Agency from any source of qualified contractors or consultants.

*Selections may be based on price alone, price and qualifications, or qualifications alone followed by negotiation. **Federally funded procurements** by Agency for right of way services must be conducted under State's certification program for consultant selection and must comply with requirements in the LPA A&E Requirements Guide and must use the State's standard A&E Contract Template for LPAs which may be modified to include State-approved provisions required by Agency). **State and local funded procurements** by Agency must be in conformance with applicable State rules and statutes for A&E "Related Services" (and Agency may use its own contract document).

e. Insert new AGENCY OBLIGATIONS, Paragraph 4 through 6, to read as follows:

Resolution 2016-3315
Exhibit A

City of Newberg / State of Oregon – Dept. of Transportation
Agreement No. 29496, Amendment No. 1

4. If Agency intends to use Agency staff, staff of another local public agency, consultants (except for consultants on State's Qualified Appraiser List), or contractors to perform right of way services scheduled under this Agreement, Agency must receive prior written approval from State's Region Right of Way office.
5. The LPA A&E Requirements Guide and A&E Contract Template referenced above under paragraph 3 are available on the following internet page: [http://www.oregon.gov/odot/cs/opo/pages/ae.aspx#Local Public Agency \(LPA\) Consultant Templates and Guidance Docs](http://www.oregon.gov/odot/cs/opo/pages/ae.aspx#Local Public Agency (LPA) Consultant Templates and Guidance Docs).
6. Agency or its subcontractor will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the *ODOT Right of Way Manual*.

AGENCY OBLIGATIONS, Paragraphs 4 and 5, shall be hereinafter re-numbered as Paragraphs 7 and 8.

f. AGENCY OBLIGATIONS, Paragraph 8, Pages 2 and 3, which reads:

8. Agency's right of way contact person for this Project is Jay Harris, City Engineer, 414 E. First Street, Newberg, Oregon 97132; (503) 537-1211, 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.

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

8. Agency's right of way contact person for this Project is Kaaren Hofmann, City Engineer, City of Newberg, 414 E. First Street, PO Box 970, Newberg, Oregon 97132; phone: (503) 537-1223; email: kaaren.hofmann@newbergoregon.gov, 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.

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.

Resolution 2016-3315
Exhibit A

City of Newberg / State of Oregon – Dept. of Transportation
Agreement No. 29496, Amendment No. 1

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.

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 2015-2018 Statewide Transportation Improvement Program (STIP), (Key No. 17099) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

Resolution 2016-3315
Exhibit A

City of Newberg / State of Oregon – Dept. of Transportation
Agreement No. 29496, Amendment No. 1

CITY OF NEWBERG, by and through its designated officials, by authority of Council Resolution No. _____

By _____
City Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
City Legal Counsel

Date _____

Agency Contact:

Kaaren Hofmann, City Engineer
City of Newberg
414 E. First Street
PO Box 970
Newberg, OR 97132
Phone: (503) 537-1223
Email: kaaren.hofmann@newbergoregon.gov

STATE OF OREGON, by and through its Department of Transportation

By _____
State Right of Way Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Manager

Date _____

By _____
Region 2 Right of Way Program Manager

Date _____

APPROVED

(If Litigation Work Related to Condemnation is to be done by State)

By _____
Chief Trial Counsel

Date _____

State Contact:

David Thiessen, Senior Right of Way Agent
ODOT, Region 2
455 Airport Road SE, Bldg. A
Salem, OR 97301
Phone: (503) 986-2618
Email: david.j.thiessen@odot.state.or.us