

RESOLUTION NO. 5584-21

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH METRO FOR THE HERMAN ROAD PROJECT.

WHEREAS, Metro is the federally mandated metropolitan planning organization (MPO) designated by the Governor to develop an overall transportation plan for the region;

WHEREAS, Metro awarded the City \$625,000 in 2019-2021 regional flexible funds for the Herman Road Walking and Bicycling Improvement Project;

WHEREAS, Metro and the City entered into an Intergovernmental Agreement on or about September 11, 2019, for the City to complete 60% Design of the Herman Road Project with funds allocated through Metro;

WHEREAS, the conceptual and preliminary stages of design are completed and for less cost than anticipated; and

WHEREAS, the parties wish to amend the Intergovernmental Agreement to allow the funds to be used to complete additional design work.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The City Manager is authored to execute an Amendment to the Intergovernmental Agreement with Metro for the Herman Road Project, which is attached as Attachment A, and incorporated by reference.

Section 2. The City Manager is authorized to make administrative modification to the Intergovernmental Agreement to fully implement its intent.

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this ____ day of _____, 2021.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

**ATTACHMENT A
RESOLUTION NO. 5584-21**

AMENDMENT NO. 1 METRO INTERGOVERNMENTAL AGREEMENT NO. 936200

This First Amendment amends the Intergovernmental Agreement (IGA) with Metro and the City of Tualatin.

In exchange for the promises and other considerations set forth in the IGA, Contract Amendment No. 1, the parties agree as follows:

A. Purpose

The purpose of Contract Amendment No. 1 is (1) to revise Section 1 (“Term”) to extend the termination date; and (2) to revise the Scope of Work as set forth below.

B. Provision of the Amendment

1. Amendment of termination date, Section 1. Term.

Section B of the IGA is amended to extend the IGA termination date from September 30, 2021 to June 30, 2023. The parties acknowledge that per the terms of IGA Contract No. 936200, this will be the first extension. **This Amendment is effective and retroactive to September 30, 2021.**

2. Amendment of Scope of Work.

The Scope of Work is amended as follows (edits in **bold** and ~~strikethrough~~):

Task	Task Description and Deliverables	Month/Year	Estimated Metro Award Amount
1	Project Management and Oversight	August, 2019 to December, 2021	\$0
	Deliverable: Quarterly Progress Report #1	January, 2020	
	Quarterly Progress Report #2	April, 2020	
	Quarterly Progress Report #3	July, 2020	
	Quarterly Progress Report #4	October, 2020	
	Quarterly Progress Report #5	January, 2021	
	Quarterly Progress Report #6	April, 2021	
	Quarterly Progress Report #7	July, 2021	
	Final Project Report Quarterly Progress Report #8	September, 2021	
	Quarterly Progress Report #9	December, 2021	
	Quarterly Progress Report #10	April, 2022	
	Quarterly Progress Report #11	July, 2022	
	Quarterly Progress Report #12	October, 2022	
	Final Project Report	December, 2022	
2	Site Inventory Survey and Mapping	September, 2019 to June, 2020 June, 2020 to December, 2020	\$100,000 \$55,000

	Deliverable: Survey and Mapping Technical Report, including survey and mapping of anticipated project area, contours, utilities, and nearby adjacent property lines		
3	Preliminary Design	January, 2020 to December, 2020 September, 2020 to September, 2021	\$250,000 \$155,000
	Deliverable: 30% Plans with agency comments incorporated. Plans would show preliminary design of project including travel lanes, bicycle and pedestrian facilities, conceptual storm drainage system and treatment facilities, and anticipated project footprint.		
4	Environmental Permitting Applications 60% Design	July, 2020 to April, 2021 August, 2021 to March, 2022	\$125,000 \$150,000
	Deliverable: Written report of project environmental issues, affects, applicable standards, and mitigation (if any). Copies of Permit applications submitted to appropriate agencies and agency acknowledgement 60% Plans. Plans would show detailed design of project including travel lane and bicycle and pedestrian facility grades, widths, and thicknesses, preliminary signage and pavement markings, and storm drainage and treatment facility layout and sizing.		
5	Detailed Design 90% Design	September, 2020 to August, 2021 January, 2022 to December, 2022	\$150,000 \$150,000
	Deliverable: 60% Plans with agency comments incorporated. Plans would show detailed design of project including travel lane and bicycle and pedestrian facility grades, widths, and thicknesses, preliminary signage and pavement markings, and storm drainage and treatment facility layout and sizing. 90% Plans and draft specifications, contract documents, and cost estimate.		
6	Final Design	January, 2022 to June, 2023	\$115,000
	Deliverable: Final bid-ready plans, specifications, and contract documents for the project.		

5. The City agrees to submit to Metro regular progress reports as follows:

- a) Quarterly Progress Reports: In addition to the Project Deliverables set forth above, once work has begun, the City must provide to Metro a progress report, documenting the status of the Project. The City must submit the progress report to Metro quarterly ~~and when~~ Project Deliverables are met.

- 8.
- b) All invoice payments are conditional upon Metro's Project Manager's approval of the Progress Reports. The City must present progress reports to Metro's Project Manager on a quarterly basis. ~~and when Project Deliverables are met.~~
 - c) No changes
 - d) No changes
 - e) The City must include in the invoice:
 - Metro Contract No. 936200
 - XXXX name
 - Remittance address
 - Invoice date
 - Invoice number
 - Invoice amount
 - Local Match amount
 - Itemized statement of work performed and expenses incurred during the invoice period
 - ~~Required to be submitted quarterly~~
 - f) No changes
 - g) The City must reference the Metro Contract No. 936200 ~~in the email subject line.~~ **with the submission into Zoom Grants.**

D. No Other Modifications

Except as modified herein, all other terms and conditions of the IGA will remain in full force and effect. Any conflict between the provisions of this First Amendment, on the one hand, and the original IGA, on the other hand, will be resolved by reference to and reliance upon this First Amendment.

CITY OF TUALATIN

METRO

By:
Title:

By:
Title:

Date:

Date: