

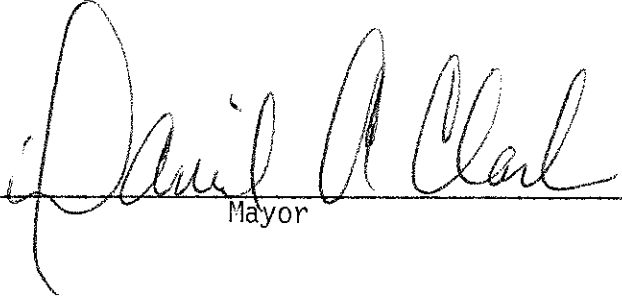
A RESOLUTION AUTHORIZING THE MAYOR
AND RECORDER TO ENTER INTO AN AGREEMENT
WITH THE STATE DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION FOR THE PRELIMINARY
ENGINEERING AND CONSTRUCTION-FINANCE
OF THE AIRPORT ROAD-VAUGHN LANE SECTION
OF SOUTH MAIN ROAD.)
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RESOLUTION NO. 36
for 1979

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LEBANON AS FOLLOWS:

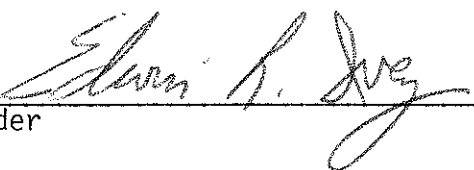
Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to enter into a preliminary engineering and construction-finance agreement for the Airport Road-Vaughn Lane Section of South Main Road with the State Department of Transportation, Highway Division. A copy of said agreement is attached hereto and made a part hereof.

Passed by the Council by a vote of 4 for and 0 against and approved by the Mayor this 28th day of November, 1979.



Mayor

ATTEST:



Recorder

MCH:pf
11/13/79

Misc. Contracts & Agreements
No. 6840

PRELIMINARY ENGINEERING AND
CONSTRUCTION-FINANCE AGREEMENT
URBAN SYSTEM PROJECT

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, Highway Division, hereinafter referred to as "State"; and the CITY OF LEBANON, a municipal corporation within the State of Oregon, acting by and through its designated City Officials, hereinafter referred to as "City".

W I T N E S S E T H

RECITALS

1. The Federal Government, through its Department of Transportation and Federal Highway Administration, pursuant to Title 23, U.S. Code, has established a program of Federal aid to the states designated as the "Urban System Program". The general purpose of this program is to aid the development of the Federal Aid Urban System network in urban areas.
2. South Main Road is a part of the Federal Aid Urban System network under the jurisdiction and control of the City of Lebanon, and has been designated as FAU Route No. 5425.
3. By the authority granted in ORS 366.425, as amended by Chapter 365, Oregon Laws, 1979, any county or city may deposit moneys, or an irrevocable letter of credit, with the Department of Transportation for performance of work on any public highway within the state. When any money or a letter of credit is deposited, the state shall proceed with the project. Money so deposited shall be disbursed for the purpose for which it was deposited.
4. By the authority granted in ORS 366.775, State and City may enter into agreements for the construction, reconstruction, improvement, or repair of any street, highway or road upon such terms and conditions as are mutually agreeable to the contracting parties. Under said authority, State and City plan and propose to construct the Airport Road - Vaughn Lane Section of South Main Road, hereinafter referred to as "project". The location and limits of said project are approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. Said project shall be conducted as a Federal Aid Urban System project under Title 23, U.S.C., and the Oregon Action Plan.

5. It is proposed that the project will consist of all work necessary to widen and improve a 1.06 mile segment of South Main Road. The project will provide a 40-foot curbed facility with a storm drainage system and sidewalk/bikeways. Illumination will be installed and traffic signals will be provided at warranted locations. Right-of-way will be acquired as a participating cost of the project. City will engage a consultant to perform the bulk of the preliminary engineering, and has requested the State to provide the construction engineering services. All engineering, right-of-way acquisition, eligible utility relocations, and construction work shall be included in the total project costs and participation.

NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

STATE OBLIGATIONS

1. State shall submit a program to the Federal Highway Administration with a request for approval of all engineering services, right-of-way acquisition, eligible utility relocations and construction work for the project. Said program shall include services to be provided by State, City and Consultant. State shall notify City in writing when authorized to proceed with each phase of the project.

2. State shall assign a liaison engineer to provide advice and guidance to City and Consultant and to monitor the preliminary engineering work for compliance with acceptable procedures, standards and related report forms during development of the project. All billings due the City or Consultant must be approved by the liaison engineer prior to presentation to the Highway Division Accounting Office for payment.

3. State shall, as a participating engineering expense, review and process all environmental statements, review and approve all preliminary plans received from City, prepare the contract documents, advertise for bids, award all contracts, and furnish all construction engineering, material testing, technical inspection and resident engineer services for administration of the contract.

4. State shall prepare an estimate of cost for preliminary engineering services to be provided by State and shall furnish City with a copy of said estimate.

5. State shall arrange conferences with City during construction of the project to review the work in progress and assure conformance with the City project request. As a minimum, a pre-construction conference shall be arranged with representatives of State, City and the contractor in attendance. When alternates are being considered, City shall have the right of selection. State shall submit plans and estimates for City review and approval prior to advertisement for construction bids.

6. State shall, upon receipt of itemized statements for 100 percent of actual costs incurred by City on behalf of the project, promptly reimburse City for 91 percent of said costs.

7. State shall, in the first instance, pay all costs of the project, submit all claims for federal aid participation to the Federal Highway Administration in the normal manner, compile accurate cost accounting records, and furnish City with an itemized statement when the actual total cost of the project has been computed.

CITY OBLIGATIONS

1. City, or its Consultant, shall not undertake any phase of the work prior to receiving written authorization to proceed from State. All work and records of such work shall be in conformance with Federal statutes, rules and regulations and the Oregon Action Plan.

2. City shall, upon execution of this agreement, assign a liaison engineer to contact person to be responsible for progress of the project and to receive, review, approve and forward to the State Liaison Engineer all billings due the City or its Consultant. The liaison engineer shall act as coordinator between the State and the various interested City Departments during the construction phase of the project.

3. City, or its Consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, and public hearings and perform all preliminary engineering and design work required to produce preliminary plans, specifications and estimates.

4. City shall obtain the necessary right-of-way, including any easements which may be required for construction of the project. City may request State to perform the right-of-way acquisition function subject to execution of a service contract.

5. City shall forward to State, through its Region 2 Engineer, all field data, computations, drawings, narrative reports and vicinity maps for use by State in preparation of the contract documents. Plans shall be submitted on "federal aid" sheets as prescribed by State.

6. City shall present properly certified bills for 100 percent of actual costs incurred by City on behalf of the project directly to the State Liaison Engineer for review and approval. Said bills shall be in a form acceptable to State and documented in such a manner as to be easily verified. Billings shall be presented for periods of not less than one month duration, based on actual expenses to date.

7. City shall, prior to proceeding with each phase of work covered by this agreement, forward to State an advance deposit or letter of credit in the amount of 50 percent of the difference between the estimated total cost of said work and the amount anticipated to be contributed by the Federal Highway Administration. When the actual total cost of the project has been computed, an adjustment will be made in the City matching share of costs. In the event that City elects to perform certain phases of the work, no advance deposit will be requested for such work, nor will an advance deposit for preliminary engineering services to be provided by State be requested if the anticipated amount is less than \$2,500.

8. City shall relocate, or cause to be relocated, all utility conduits, lines, poles, mains, pipes and such other facilities where such relocation is necessary in order to conform said utility and other facilities with the plans and ultimate requirements of the project. Only those utility relocations which are eligible for federal participation under Federal Aid Highway Program Manual, Volume 1, Chapter 4, Section 4, shall be included in the total project costs and participation; all other utility relocations shall be at the sole cost of City or others.

9. City shall, five weeks prior to the bid opening, furnish State with an estimate, based on the plans for the project furnished by State, of the cost of eligible reimbursable utility relocation work so the work can be properly coordinated into the project and receive proper authorization.

10. Upon completion of the project, City shall not permit any encroachment upon the project right-of-way which will cause more than a temporary obstruction to the free and convenient flow of traffic over the project; and City shall not impose any regulations of traffic which shall unduly hinder the flow of traffic upon the project by granting preference to traffic entering from other intersecting roads or streets.

11. City shall, upon completion of said project, control all parking on this project. Any alterations in regard to traffic control measures shall have concurrence of State.

12. Upon completion of the project, City shall thereafter, at its own cost and expense, maintain and operate the project in a manner satisfactory to the State and/or the Federal Highway Administration.

13. City agrees that should it cancel or terminate the project prior to its completion, it will reimburse State for any costs that have been incurred by State in behalf of the project.

14. City shall adopt a resolution authorizing the designated City Officials to enter into and execute this agreement, and the same shall be made a part hereof and attached hereto.

GENERAL PROVISIONS

1. The parties hereto mutually agree and understand that State and City shall each contribute 50 percent of the difference between the actual total costs of the project and the amount contributed by the Federal Government. City shall contribute 100 percent of the cost of any portion of the project in which federal funds do not participate. EXCEPT, construction engineering costs in which federal funds do not participate will be shared equally by State and City. Nonparticipation of federal funds in any portion of the project occurs when federal rules and regulations exclude an item or the available federal funds are depleted.

2. The parties hereto agree and understand that they will comply with all applicable Federal and State statutes and regulations, including but not limited to: Title 6, U.S.C., Civil Rights Act; Title 18, U.S.C., Anti-Kickback Act; Title 23, U.S.C., Federal Aid Highway Act; Titles 2 and 3 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; and the Oregon Action Plan.

3. Provisions of State and Federal law applicable to public contracts and agreements of this type are hereby incorporated by reference as if fully set forth herein.

4. The parties hereto mutually agree that State may, upon request, obtain the necessary right-of-way and easements for construction of the project. Said right-of-way acquisition may be considered a part of the project, eligible for federal aid participation, and shall be subject to execution of a supplemental service agreement setting forth the terms and conditions of the various parties activities. In the event that City requests said acquisition services by State, all necessary right-of-way purchased with federal aid participation shall be acquired in State's name and thereafter be transferred to City.


5. The parties hereto also mutually agree that if any parcel of real property purchased with federal aid participation is no longer needed for right-of-way, or other public purposes, the sale, transfer or exchange of such property shall be subject to applicable Federal and State statutes, rules and regulations which are in effect at the time of disposition. Reimbursement to State of the required proportionate share of the fair market value may be required.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written. City has acted in this matter pursuant to Resolution No. 36, adopted by its City Council on the 28th day of November, 1979.


This project was approved by the State Highway Engineer on October 26, 1979 under delegated authority from the Oregon Transportation Commission.

The Oregon Transportation Commission, by a duly adopted delegation order, authorized the State Highway Engineer to sign this agreement for and on behalf of the Commission. Said authority is set forth in the Minutes of the Oregon Transportation Commission.

APPROVAL RECOMMENDED

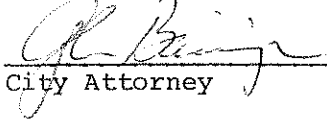

Region Engineer

STATE OF OREGON, by and through
its Department of Transportation,
Highway Division


State Highway Engineer

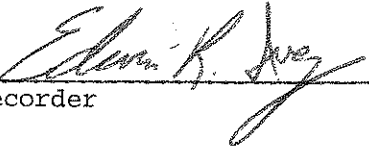
Date 12/19/79

APPROVED AS TO FORM


City Attorney

CITY OF LEBANON, by and through
its City Officials

By 
Mayor

By 
City Recorder

PROPOSED F. A. URBAN SYSTEM PROJECT

EXHIBIT A

T12S R2W
WILLAMETTE MERIDIAN

LEBANON

