

A RESOLUTION AUTHORIZING THE MAYOR )  
AND RECORDER TO EXECUTE PRELIMINARY )  
ENGINEERING AND CONSTRUCTION-FINANCE )  
AGREEMENT WITH THE STATE DEPARTMENT )  
OF TRANSPORTATION, HIGHWAY DIVISION )  
FOR STREET REHABILITATION PROGRAM. )

RESOLUTION NO. 40  
for 1980

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 execute a Preliminary Engineering and Construction-Finance Agreement for Street Rehabilitation Program. 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 17<sup>th</sup> day of December, 1980.

Michael D. Wheeler  
Recorder

ATTEST:

Evan R. Jorg  
Recorder

MCH:pf  
11/20/80

Misc. Contracts & Agreements  
No. 7423

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. 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.

3. 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 engage in a Street Rehabilitation Program, hereinafter referred to as "project". The location of said project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. The project shall be conducted as a Federal Aid Urban System project under Title 23, USC, and the Oregon Action Plan.

4. It is proposed that the project will consist of all work necessary to rehabilitate, reconstruct and resurface those existing streets whose asphalt or concrete surface has outlived its useful life. The work will include asphalt overlays, slurry seals, curb repair and soft spot removal as required to insure the integrity of the finished product. The City will perform the preliminary and construction engineering. The required local matching funds will be provided by State and City.

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 federal aid participation in all engineering, eligible utility relocations and construction for the project. No work shall proceed until said approval has been obtained. Said program shall include services to be provided by both State and City. State shall notify City in writing when authorized to proceed with each phase of the work.
2. State shall, as a preliminary engineering function review and process any required environmental statements, review and approve preliminary plans, specifications and estimates prepared by City, prepare the contract documents, advertise for bid proposals and award all contracts.
3. State shall assign a liaison engineer to provide advice and guidance to City and to monitor the work for compliance with acceptable procedures, standards and specifications during development and prosecution of the project. All billings received from City must be approved by the liaison engineer prior to submission to the Highway Division Accounting Office for payment.
4. State shall, as a participating construction engineering expense, process and pay all contractor progress estimates, perform any necessary laboratory testing of materials, check final quantities and costs, and oversee and provide intermittent inspection services during construction of the project.
5. State shall prepare an estimate of cost for services to be provided by State and advise City of the amount of said estimate. The actual cost of services provided by State will be included in the total project costs and the City share of said costs will be billed when the actual total cost of the project has been computed.
6. State shall, upon receipt of monthly approved itemized statements for 100 percent of actual costs incurred by City on behalf of the project, promptly reimburse City for the full amount of federal aid and State participation in said eligible 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, when the actual total cost of the project has been computed, furnish City with an itemized statement of said costs.

#### CITY OBLIGATIONS

1. City 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 assign the City Engineer and his staff to be in responsible charge of the project, and to review, approve and forward to the State Liaison Engineer all billings due the City or its contractor. City shall certify that all materials used are in substantial compliance with the controlling specifications and that the completed project meets the quantity requirements of the contract.

3. City shall conduct the necessary field surveys, environmental studies and traffic investigations, obtain all permits, perform all preliminary engineering and design work required to produce preliminary plans, specifications and estimates and, upon award of a construction contract, furnish all construction engineering, field testing of materials, technical inspection and resident engineer services for administration of the contract.

4. City shall forward to State, through its Region 2 Engineer, all preliminary plans, specifications and estimates and all pertinent field data for use by State in preparing the project for contract bids. Plans shall be submitted on "federal-aid" sheets as prescribed by State.

5. City shall, on a monthly basis, 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. City shall be reimbursed for the full amount of federal aid and State participation in said eligible costs. City's actual costs, direct and indirect, shall be those allowable under the provisions of Federal Management Circular 74-4 and OMB Circular A-102, Attachments G and P.

6. City shall, prior to proceeding with each phase of work covered by this agreement, forward to State an advance deposit 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 with its own forces, no advance deposit will be requested for that portion of the work. An advance deposit for preliminary engineering services to be provided by State will be requested if the estimated amount is \$2,500 or more.

7. 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.

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

9. 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.

10. 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.

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

12. City hereby accepts responsibility for any claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.

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 its designated City Officials to enter into and execute this agreement, and the same shall be attached hereto and become a part hereof.

#### 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 cost of the project and the amount contributed by the Federal Highway Administration. City shall also contribute 100 percent of the cost of any portion of the project in which federal funds do not participate. Nonparticipation of federal funds in any portion of the project occurs when federal rules and regulations exclude an item, or 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.

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. 40, adopted by its City Council on the 17th day of December, 1980.

This project was approved by the State Highway Engineer on November 12, 1980 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 an on behalf of the Commission. Said authority is set forth in the Minutes of the Oregon Transportation Commission.

APPROVAL RECOMMENDED

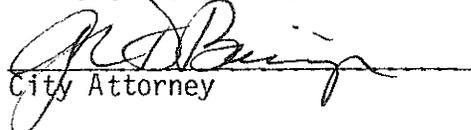
  
Region Engineer

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

  
State Highway Engineer

Date 1/12/81

APPROVED AS TO FORM

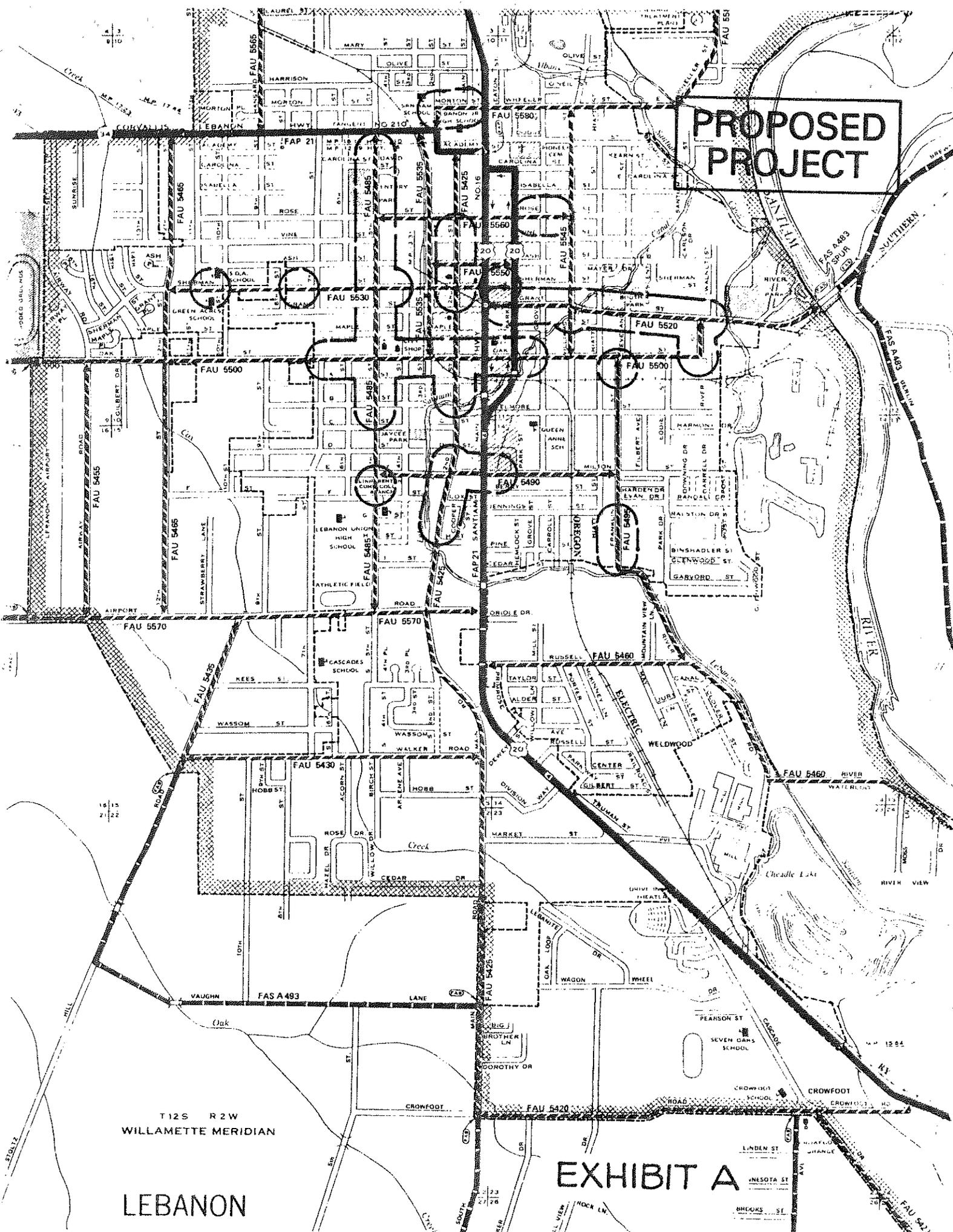
  
City Attorney

CITY OF LEBANON, by and through  
its City Officials

By Michael J. Wheat  
Mayor

By Edna K. Day  
City Recorder

# PROPOSED PROJECT



LEBANON

EXHIBIT A

T12S R2W  
WILLAMETTE MERIDIAN