

CITY OF SHERWOOD, OREGON

RESOLUTION NO. 86-343

WHEREAS, THE STATE OF OREGON, acting by and through its Oregon Transportation Commission, has caused to be prepared and submitted to the CITY OF SHERWOOD an agreement providing for the improvement of S. Sherwood Blvd. (R.R. St.-Division St.)

within said City; and

WHEREAS, said agreement has been read in full to the Council of said City and approved as submitted;

NOW, THEREFORE, BE IT RESOLVED by the City of Sherwood that the Mayor and Recorder are hereby authorized and directed to execute said agreement on behalf of the City.

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The foregoing resolution was duly adopted by the Council of the City of Sherwood on the 12<sup>th</sup> day of February, 1986.

By Mary L. Tolian  
Mayor

ATTEST  
By Polly Blankenbaker  
City Recorder

RLD:pf

Misc. Contracts & Agreements  
No. 8722

SPECIAL CITY ALLOTMENT AGREEMENT  
PROJECT BY CITY

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 SHERWOOD, a municipal corporation of the State of Oregon, acting by and through its City Officials, hereinafter referred to as "City".

W I T N E S S E T H

RECITALS

1. By the authority granted in ORS 366.800 and 366.805, there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 (\$250,000) Dollars, and said sum has been set up in a separate account to be administered by the Transportation Commission and to be spent each year by said Commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic.

2. By the authority granted in ORS 366.805(3), City has requested State to consider a project for the improvement of:

S. Sherwood Blvd. (R.R. St.-Division St.)

a. Said improvement shall consist of:

Grading, aggregate base, asphalt concrete and curb..

Attached hereto, marked "Exhibit A" and by this reference made a part hereof, is a sketch map showing the location and approximate limits of said project.

3. State has considered request of City for project and has determined that street, or streets or portions thereof, need to be improved.

NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, and IN CONSIDERATION of the covenants, conditions, provisions, and terms hereinafter set forth, it is agreed by and between State and City as follows:

#### THINGS TO BE DONE BY STATE

1. State shall pay its share of the total costs in the following manner:
  - (1) State shall, upon approval of project agreement, review and approve plans and specifications, then advance city one-half (50%) of the estimated cost of the project, not to exceed \$12,500.
  - (2) State shall make periodic and final inspection and upon acceptance of work, prepare data for final payment to City. Total payments to City, including advance payment, shall not exceed a total of \$25,000.

#### THINGS TO BE DONE BY CITY

1. City shall adopt an ordinance or resolution, as the case may be, authorizing the Mayor and Recorder to enter into this agreement, and the same shall be made a part hereof and attached hereto.
2. City shall provide all right-of-way at its sole expense. The acquisition of real property must comply with current Oregon law, namely ORS 281.045 through ORS 281.105.
3. City shall relocate or reconstruct, or cause to be relocated or reconstructed, all privately or publicly-owned utility conduits, lines, poles, mains, pipes and all other facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the project in order to conform the utilities and other facilities with the plans and the ultimate requirements of the project, at their sole expense, and certify same to the State.
4. City shall prepare, or cause to be prepared, the plans and specifications for said project and advertise the project, contract the work, do the construction engineering and make the contract payments to perform and accomplish the work.
5. City shall submit two sets of the plans and specifications to State, and acknowledge the right of the State to review and approve prior to advertising the project for bids.
6. City or its consultant shall assume the responsibility of construction engineering on City administered projects.
7. City shall during the course of the work, accumulate and retain documentation for all project costs.
8. Upon completion of the project, City shall certify to State that the project is completed in substantial conformance with the plans and controlling specifications, along with a billing for the remaining cost of

the project which, when added to the amount previously advanced by State, shall not exceed the actual total cost of the project or \$25,000, whichever is the lesser.

9. City understands and agrees that State's participation in said project is solely for benefit of City and that State, by said participation does not assume any jurisdiction or control over said street or streets, or portions thereof.

10. Upon completion of the project, City shall, unless otherwise agreed maintain the project.

11. City understands those streets or portions of streets, upon which SCA funds have been expended, are not eligible for additional SCA funds for a period of ten (10) years following the approval of such funds.

12. City understands that if the project is cancelled by City, after City has received the advance of one-half (50 percent) of the estimated cost of the project, they will be responsible to repay the full amount of the advance.

13. City will provide for full and fair utilization of minority business enterprises as defined in 49 CFR 23. City will use its best efforts to ensure that minority business enterprises shall have an equal opportunity to compete for contract and subcontract work under this agreement. All bidders and all contractors shall be required by City to abide by and take all necessary and reasonable steps to comply with the Oregon Department of Transportation's Minority Business Enterprise (MBE) Program.

#### GENERAL PROVISIONS

1. The parties hereto mutually agree and understand that the costs of said project shall be apportioned between and paid for by State and City as follows: State shall pay the cost of the project, not to exceed Twenty-five Thousand and No/100 (\$25,000) Dollars, and City shall pay any additional cost of the project in excess of Twenty-five Thousand and No/100 (\$25,000) Dollars.

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- a. The cost of engineering services performed by the City or the City's consultant shall be included in the project cost. However, to be eligible for payment, engineering must be documented.

2. It is further agreed and understood by the parties hereto that this agreement shall become null and void if the contract for construction of this project is not completed within 2 years of the date of Commission approval, unless extension is granted by State.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals. City has acted in this matter pursuant to Resolution No. 86-343, adopted by its City Council on the 12<sup>th</sup> day of February, 1986.

This project was approved by the Oregon Transportation Commission on 12/17/85, at which time the State Highway Engineer was authorized and directed to sign the necessary agreements for and on behalf of the Commission. Said authority is set forth in the Minutes of the Oregon Transportation Commission.

RECOMMENDED FOR APPROVAL

By \_\_\_\_\_  
Region Engineer

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

By \_\_\_\_\_  
State Highway Engineer

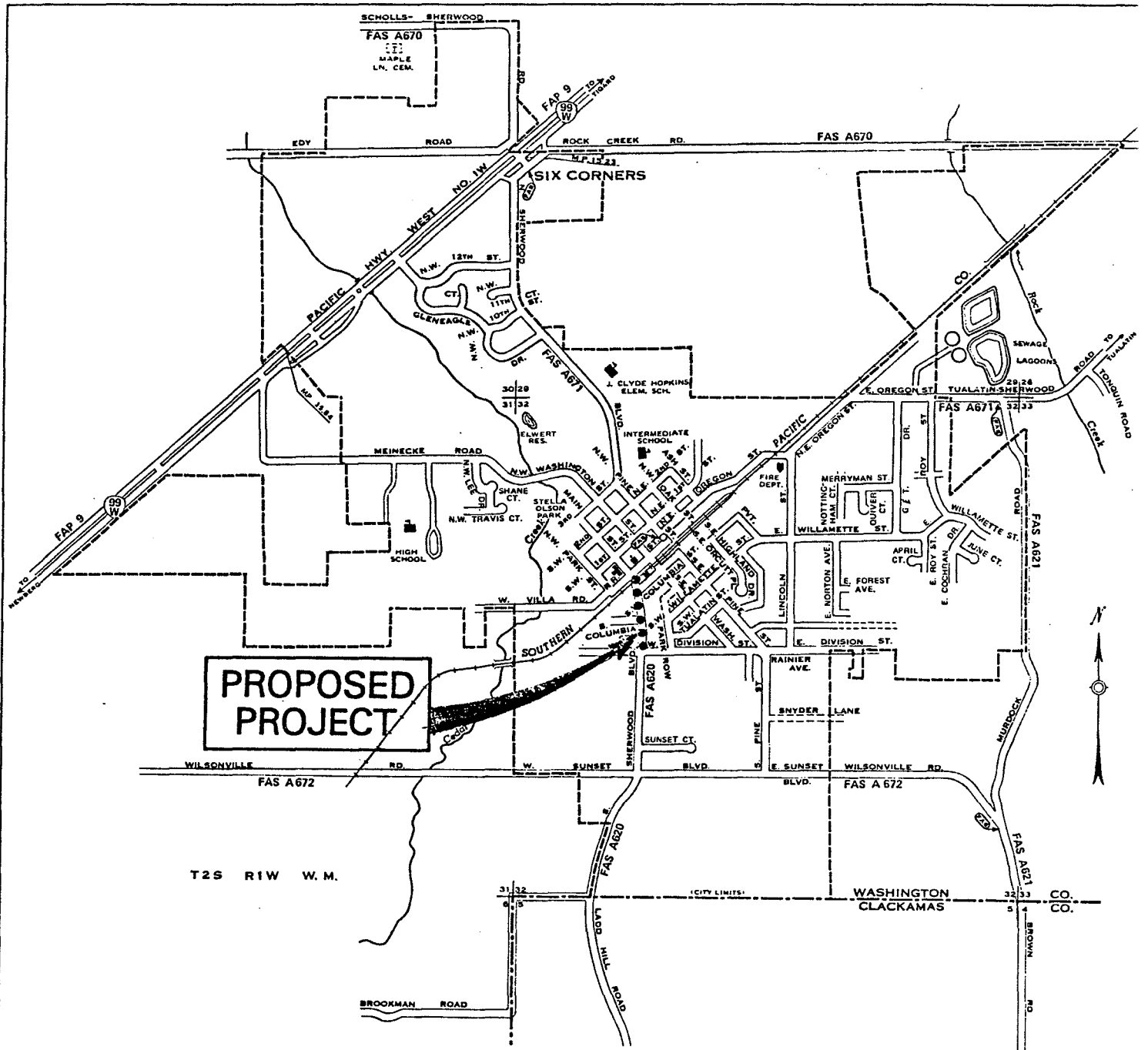
Date \_\_\_\_\_

CITY OF SHERWOOD, OREGON,  
a municipal corporation acting by  
and through its Corporate Officers

By Mary L. Johnson  
Mayor

By Polly Blankenship  
City Recorder

Form Approved  
by Counsel 1-17-85



**PROPOSED PROJECT**

**EXHIBIT A**

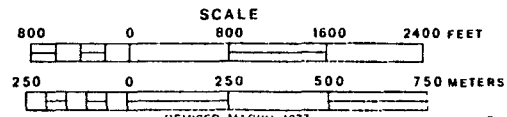
**LEGEND**

- INTERSTATE NUMBERED ROUTE
- U.S. NUMBERED ROUTE
- STATE NUMBERED ROUTE
- TERMINATION OF FA SYSTEM
- DIVIDED HIGHWAY
- STREET OPEN FOR TRAVEL
- POST OFFICE
- SCHOOL
- CITY CENTER
- CITY LIMITS
- PUBLIC AREA
- PUBLIC BUILDING
- COURT HOUSE
- CITY HALL
- ARMORY
- LIBRARY

**SHERWOOD**  
WASHINGTON COUNTY, OREGON

PREPARED BY THE  
OREGON STATE HIGHWAY DIVISION  
IN COOPERATION WITH  
THE U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

POP. 2050



Copies of this map are available at nominal cost from Oregon State Highway Division, Salem, Oregon, 97310