

T. 8.b

Memorandum Date: July 29, 2010, Supplement 6
Meeting Date: August 3, 2010

TO: Board of County Commissioners
DEPARTMENT: Public Works
PRESENTED BY: Celia Barry, Transportation Planning
AGENDA ITEM TITLE: IN THE MATTER OF AMENDING ORDER NO. 10-5-12-1 TO INCLUDE THE I-5 AT COBURG PROJECT IN THE PUBLIC WORKS CAPITAL IMPROVEMENT PROGRAM

Enclosed for the Board's consideration under Agenda Item 8.b. are legislative and final versions of the three Intergovernmental Agreements related to the I-5 at Coburg project, specifying only Phase I improvements. This, along with materials provided for Item 8.c., in Supplement 7, encompass all materials the Board directed to be brought back at your July 7, 2010 meeting for July 28 (please see the cover memo dated July 23, Supplement 3, for additional information).

Order 10-6-23-13, included in your materials for Supplement 7, if adopted, will provide authorization to the County Administrator to execute all associated intergovernmental agreements (IGAs) including those that are enclosed here in Supplement 6.

Supplement 5 materials, provided under separate cover, provide information the Board directed staff to return with today during your July 28, 2010 meeting.

Attachments

- Legislative Changes - IGA 23602, Match IGA
- Legislative Changes - IGA 25380, Access Management IGA
- Legislative Changes - IGA 26650, Construction IGA
- Final - 23602, Match IGA
- Final - 25380, Access Management IGA
- Final - 26650, Construction IGA

Legislative Changes: #23602 - Match IGA

**COOPERATIVE IMPROVEMENT AGREEMENT
HIGH PRIORITY PROJECT
I-5 Coburg Interchange
Lane County**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and LANE COUNTY, acting by and through its board of directors, hereinafter referred to as "Agency."

RECITALS

1. Interstate 5 (I-5), is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission.
2. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. Under provisions of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), which provides authorization for Federal-aid highways, highway safety programs, and transit programs, and for other purposes, State is required to set aside federal funds over the five years of SAFETEA-LU for High Priority Projects.
4. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.

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5. The Lane County Board of Commissioners amended the County's Capital Improvement Program Fiscal Years 2011 through 2015 to add back the I-5 Coburg Interchange Payments to Other Agencies project with a scaled back project scope by Board Order . The new approved scope includes widening Pearl Street from mile point 0.403 to mile point 0.635 with an additional eastbound lane to connect to the southbound I-5 ramp, sidewalks, bike lanes, and stormwater facilities; improving the Coburg Industrial Way North approach at its Pearl Street intersection with a dual turn lane; and closing the existing Roberts Road approach at Pearl Street and realign it with Coburg Industrial Way via an extension to the south of Pearl

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Street. The scope also includes right of way acquisitions and access right purchases on the west side of I-5 only.

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

TERMS OF AGREEMENT

- Under such authority, State and Agency agree that this Agreement serves as a cooperative agreement to fund a local match required for the I-5 Coburg Interchange project that will improve safety and traffic congestion on the west side of I-5 by widening travel lane widths to accommodate trucks, add an eastbound travel lane up to southbound I-5 ramp intersection, provide adequate bicycle and pedestrian facilities, right of way acquisitions, and construct bioswales on Pearl Street; add a dual turn lane at the Coburg Industrial way North approach and necessary right of way acquisitions; realign a local road on the south side of the Pearl Street to improve intersection spacing standards on Pearl Street; and access management on the north side of Pearl Street by acquiring access control hereinafter referred to as "Project."
- The Project will be financed at an estimated cost of \$15,600,000 in State, Federal and Agency funds. The Project shall be conducted as a part of the High Priority Projects authorized under SAFETEA-LU. The High Priority Projects funds available for the Project are estimated at \$9,000,000 with Agency providing the match for the federal funds. The federal pro-rata funding for the Project is 89.73 percent and provided federal funds will be subject to annual obligation limitations and possible rescissions. In the event the actual cost of the Project exceeds the estimate, State shall, at its sole discretion determine whether to provide additional funds to the Project or to modify the Project as necessary to keep costs within the estimate.
- The High Priority Projects Numbers and Project Descriptions are as shown in the table below:

High Priority Project Number	Project Description
1526	Interstate 5 Interchange at City of Coburg
4704	For Interstate 5 interchange, City of Coburg

- The federal funding for this Project is contingent upon approval by the Federal Highway Administration (FHWA). Any work performed prior to acceptance by FHWA will be considered nonparticipating and paid for at Agency expense. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205.

- Deleted:** funding
- Deleted:** identify the funding obligations for
- Deleted:** replace the structure over I-5 with a modern structure of appropriate
- Deleted:** to
- Deleted:** realign ramps as needed; signalize the southbound ramp terminal intersection;
- Deleted:** interchange to improve intersection
- Deleted:** the crossroad
- Deleted:** improve
- Deleted:** control
- Deleted:** the interchange
- Deleted:** and developing a system of frontage and or local roadways,
- Deleted:** \$20,700,000
- Deleted:** The funds shall be used for all phases of work.

5. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten calendar years following the date all required signatures are obtained, whichever is sooner.

AGENCY OBLIGATIONS

1. Agency shall upon notification from State no more than 60 days prior to bid advertisement for Project that such advertisement will occur and Agency contribution will be needed, sign an irrevocable limited power of attorney to access the Local Government Investment Pool account of Agency in the amount of \$1,030,000 for the Project. ~~Such contribution being Agency's required match for the \$9,000,000 federal earmark. Agency certifies that throughout the term of this Agreement sufficient funds shall be available in its account to cover its contribution. In the event such funds are not available in its account, ODOT shall withhold Agency's proportional share of Highway Fund distribution in an amount equal to Agency's contribution under this Agreement.~~
2. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS ~~656.017~~ and provide the required workers' compensation coverage unless such employers are exempt under ORS ~~656.126~~. Agency shall ensure that each of its subcontractors complies with these requirements.
3. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
4. Agency's Project Manager for this Project is Bill Morgan, or designee, 3040 North Delta Highway, Eugene, Oregon, 97408-1696; telephone (541) 682-6990.

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STATE OBLIGATIONS

1. State shall, no more than 60 days prior to bid advertisement for Project, provide Agency notice of such advertisement and forward to Agency a request to sign an irrevocable limited power of attorney to access the Local Government Investment Pool account of Agency for \$1,030,000, said amount being equal to Agency's contribution towards Project.
2. State shall only withdraw Agency funds from the Local Government Investment Pool as needed to provide the match for federal funds as Project expenditures occur.

Deleted: Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete Project.

3. State's Project Manager for this Project is Candice Stich, Area 5 Project Leader, or designee, 644 A Street, Springfield, Oregon 97477; telephone (541) 744-8080.

GENERAL PROVISIONS

1. Prior to the award of a construction contract for the Project, this Agreement may be terminated by either party upon 30 days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations, or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
4. Both parties shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless each other, their officers and employees from any and all claims, suits, and liabilities which may occur in their respective performance of this Project.
5. Notwithstanding the foregoing defense obligations under paragraph 4 above, neither party nor any attorney engaged by either party shall defend any claim in the name of

the other party or any agency, department, or division of such other party, nor purport to act as legal representative of the other party or any of its agencies, departments, or /divisions, without the prior written consent of the legal counsel of such other party. Each party may, at any time at its election assume its own defense and settlement in the event that it determines that the other party is prohibited from defending it, or that other party is not adequately defending its interests, or that an important governmental principle is at issue or that it is in the best interests of the party to do so. Each party reserves all rights to pursue any claims it may have against the other if it elects to assume its own defense.

6. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

7. This Agreement replaces and invalidates the previous Agreement No. 23602, and this Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

Through amendment of the FY11-15 Capital Improvement Program, the Lane County Board of Commissioners has approved the I-5 Coburg Road Interchange Project authorizing the County Administrator to sign and execute this Agreement on behalf of Lane County.

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This Project is in the 2005-2009 Statewide Transportation Improvement Program, (Key #14649) that was approved by the Oregon Transportation Commission on August 17, 2005 (or subsequently approved by amendment to the STIP).

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

Signature Page to Follow

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, in which the Director delegates to the Deputy Director, Highways, the authority to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

LANE COUNTY, by and through its Board of Commissioners

By _____
Jeff Spartz, County Administrator

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Agency Counsel

Date _____

Agency Contact:
Bill Morgan
Lane County
3040 North Delta Highway
Eugene, Oregon 97408-1696

STATE OF OREGON, by and through its Department of Transportation

By _____
Deputy Director, Highway

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer

Date _____

By _____
Region 2 Manager

Date _____

By _____
Region 2 Project Delivery Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

DRAFT

**Legislative Changes: #25380 - Access
Management IGA**

**INTERGOVERNMENTAL AGREEMENT
I-5 Coburg Interchange
Lane County, City of Coburg**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," LANE COUNTY, acting by and through its designated officials, hereinafter referred to as "County," and CITY OF COBURG, acting by and through its designated officials, hereinafter referred to as "City," collectively hereinafter referred to as "Parties."

RECITALS

1. Interstate 5 (I-5) Coburg Interchange is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission. Pearl Street, and Coburg Industrial Way (north of Pearl Street) are a part of the county road system under the jurisdiction and control of County. A future extension of Coburg Industrial Way, south of Pearl Street will be a part of the city street system under the jurisdiction and control of City.
2. The Lane County Board of Commissioners amended the County's Capital Improvement Program Fiscal Years 2011 through 2015 to add back the I-5 Coburg Interchange Payments to Other Agencies project with a scaled back project scope by Board Order . The new approved scope includes widening Pearl Street from mile point 0.403 to mile point 0.635 with an additional eastbound lane to connect to the southbound I-5 ramp, sidewalks, bike lanes, and stormwater facilities; improving the Coburg Industrial Way North approach at its intersection with Pearl Street with a dual turn lane; and closing the existing Roberts Road approach at Pearl Street and realign it with Coburg Industrial Way via an extension to the south of Pearl Street. The scope also includes right of way acquisitions and access right purchases on the west side of I-5 only.
3. State, County, and City have determined that it is in their mutual administrative interest, and in the interest of the traveling public, to establish a coordinated permitting authority in the vicinity of the Coburg Interchange for the purpose of ensuring that the public investment made in the Coburg Interchange is managed in a safe and consistent manner that optimizes its operational efficiency.
4. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties and cities for the performance of work, maintenance and management of highways with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

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

TERMS OF AGREEMENT

1. Under such authority, State, County, and City agree this Agreement serves to establish a coordinated approach road permitting authority and responsibilities on Pearl Street and Coburg Industrial Way (north of Pearl Street), and for the future extension of Coburg Industrial Way, south of Pearl Street within the vicinity of the I-5 Coburg Interchange project (Project).

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2. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect unless and until terminated as provided below under General Provisions.

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COUNTY OBLIGATIONS

1. County agrees, upon execution of this Agreement, to obtain State approval before issuance of any approach road (facility) permits in areas where State has purchased access rights from abutting properties, for Coburg Industrial Way (north of Pearl Street) and Pearl Street.

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a. **Coburg Industrial Way:** From the intersection of Coburg Industrial Way (north of Pearl Street) and Pearl Street for a distance of 275 feet north along the east and west sides of Coburg Industrial Way as shown in Exhibit A.

b. **Pearl Street:** From the intersection of the southbound interchange ramp terminals with Pearl Street at mile point 0.635 to a point 1,000 feet west of Coburg Industrial Way at mile point 0.403 as shown in Exhibit A.

Deleted: <#>Van Duyn Road: From the intersection of the northbound interchange ramp terminals with Van Duyn Road at "Van Duyn" Station 21+65.35 to a point 2,000 feet east of the northbound interchange ramp terminal as shown in Exhibit A. ¶

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2. County acknowledges and agrees that State shall approve or deny issuance of County approach road (facility) permits in accordance with OAR 734-051 as further specified in the Coburg Interchange Area Management Plan and that State shall define Coburg Industrial Way (north of Pearl Street) and Pearl Street as State "District" highways for permit application evaluation purposes in areas where State has purchased access rights from abutting properties. In areas where State has not acquired access rights, permit applications shall be subject to the limits established by applicable County and/or City policies and codes.

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3. County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind County.

4. County's contact for this Agreement is Bill Morgan, P.E., County Engineer, Lane County Public Works, 3040 North Delta Highway, Eugene, Oregon, 97408-1696; telephone (541) 682-6990, or assigned designee upon individual's absence. State's and City's Project Managers shall be notified in writing of any contact information changes during the term of this Agreement.

CITY OBLIGATIONS

1. City agrees, upon execution of this Agreement, to obtain State approval before issuance of any approach road (facility) permits for the future extension of Coburg Industrial Way, south of Pearl Street, as described below:
 - a. **Future construction of Coburg Industrial Way, south of Pearl Street:**
From the intersection of Pearl Street for a distance of 220 feet south along the east and west sides of future constructed Coburg Industrial Way as shown in Exhibit A.
2. City acknowledges and agrees that State shall approve or deny issuance of City approach road (facility) permits in accordance with OAR 734-051 as further specified in the Coburg Interchange Area Management Plan and that State shall define the future extension of Coburg Industrial Way, south of Pearl Street as a State "District" highway for permit application evaluation purposes in areas where State has purchased access rights from abutting properties. In areas where State has not acquired access rights, permit applications shall be subject to the limits established by applicable County and/or City policies and codes.
3. For road segments identified under County Obligations, in the event any of these segments are transferred to City jurisdiction, City agrees to treat these segments as specified in County Obligations, paragraph 2.
4. City certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of City, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.
5. City's contact for this Agreement is Don Schuessler, City Administrator, City of Coburg, PO Box 8316, Coburg, Oregon 97408; telephone (541) 682-7850, or assigned designee upon individual's absence. State's and County's Project Managers shall be notified in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall, upon execution of this Agreement, agree to review any and all County and City approach road (facility) permit applications in areas where state has purchased access rights from abutting property owners along Pearl Street, Coburg

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Industrial Way, and the future construction of Coburg Industrial Way, south of Pearl Street as described below:

- a. **Pearl Street:** From the intersection of the southbound interchange ramp terminals with Pearl Street at mile point 0.635 to a point 1,000 feet west of Coburg Industrial Way at mile point 0.403 as shown in Exhibit A.
- b. **Coburg Industrial Way:** From the intersection of Coburg Industrial Way (north of Pearl Street) and Pearl Street for a distance of 275 feet north along the east and west sides of Coburg Industrial Way as shown in Exhibit A.
- c. **Future construction of Coburg Industrial Way, south of Pearl Street:** From the intersection of Roberts Road and Pearl Street for a distance of 220 feet south along the east and west sides of the future construction of Coburg Industrial Way as shown in Exhibit A.

Deleted: <#>Van Duyn Road: From the intersection of the northbound interchange ramp terminals with Van Duyn Road to a point 2,000 feet east of the northbound interchange ramp terminal at "Van Duyn" Station 21+65.35 to a point 2,000 feet east of the northbound interchange ramp terminal as shown in Exhibit A.1]

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- 2. In those areas identified in 1 (a-c) above, where State has purchased access rights from abutting properties, State shall review access (facility) permit applications in accordance with OAR 734-051 and the access management spacing standards for state "District" level highways as further specified in the Coburg Interchange Area Management Plan. In areas where state has not yet acquired access rights, permit applications shall be subject to the limits established by applicable County and/or City policies and codes.
- 3. State agrees to conduct access (facility) permit reviews in a timely and responsive manner not to exceed one hundred and twenty (120) days from the time State receives County or City request. State shall provide written approvals or denials to County and City. Denials shall include specific reasons and applicable statutory, Administrative Rule, and Coburg IAMP citations and page number references.
- 4. State certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of State, under the direction and approval of its governing body, commission, board, officers, members or representatives, and to legally bind State.
- 5. State's contact for this Agreement is Mike Spaeth, District 5 Manager, 644 A Street, Springfield, Oregon 97477, or designee; telephone (541) 744-8080, or assigned designee upon individual's absence. County's and City's Project Managers shall be notified in writing of any contact information changes during the term of this Agreement.

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GENERAL PROVISIONS

1. Any Party to this Agreement may terminate this Agreement by mutual agreement effective upon written acknowledgement of such agreement by authorized representatives of all Parties.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
3. Any Party may terminate this Agreement effective upon delivery of written notice to other Parties, or at such later date as may be established under any of the following conditions:
 - a. If a Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If a Party fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice that the Party fails to correct such failures within ten (10) days or such longer period as specified.
 - c. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or a Party is prohibited from paying for such work from the planned funding source.
4. The Parties shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless each Party, their officers and employees from any and all claims, suits, and liabilities which may occur in their respective performance of this Agreement.
5. Notwithstanding the foregoing defense obligations under the paragraph above, no Party nor any attorney engaged by any Party(s) shall defend any claim in the name of any Party(s) or any agency/department/division of such other Party(s), nor purport to act as legal representative of any Party(s) or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of any such other Party(s). Each Party may, at anytime at its election assume its own defense and settlement in the event that it determines that the other Party(s) is/are prohibited from defending it, or other Party(s) is/are not adequately defending it's interests, or that an important governmental principle is at issue or that it is in the best interests of the Party(s) to do so. Each Party reserves all rights to pursue any claims it may have against the other Parties if it elects to assume its own defense.
6. Parties acknowledge and agree that any Party to this Agreement, including the State, Oregon's Secretary of State Office, the federal government, the County, the City, and their respective, duly authorized representatives shall have access to the

books, documents, papers, and records of other Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after execution of this Agreement. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.

7. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
8. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

IN WITNESS WHEREOF, the Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

This Agreement is executed pursuant to the policies adopted in the I-5 Coburg Interstate Area Management Plan, adopted by the Oregon Transportation Commission, the Lane County Board of Commissioners, and the City of Coburg City Council. Adoption of this document by these entities provides the necessary authorization for the State, County, and City signatories to execute this Agreement.

This Project is in the 2006-2009 Statewide Transportation Improvement Program, (Key #14649) that was approved by the Oregon Transportation Commission on August 17, 2005 (or subsequently approved by amendment to the STIP).

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program or in a line item in the biennial budget approved by the Director. The Director

may also delegate to other Administrators the authority to execute intergovernmental agreements over \$75,000 for specific programs such as transportation safety, growth management and public transit.

LANE COUNTY, by and through its designated officials

By _____
Jeff Spartz, County Administrator

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
County Counsel

Date _____

CITY OF COBURG, by and through its designated officials

By _____
Mayor, City of Coburg

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
City Counsel

Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____
Deputy Director, Highways

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer

Date _____

By _____
Region 2 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

DRAFT

**Legislative Changes: #26650 - Construction
IGA**

**Oregon Department of Transportation
COOPERATIVE IMPROVEMENT AGREEMENT**

Interstate 5 at Coburg Interchange,
Lane County / City of Coburg

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THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; LANE COUNTY, acting by and through its designated officials, hereinafter referred to as "County"; and the CITY OF COBURG, acting by and through its designated officials, hereinafter referred to as "City," all herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Interstate 5 (I-5) Coburg Interchange is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission. Pearl Street and Coburg Industrial Way (north of Pearl Street) are a part of the county road system under the jurisdiction and control of County. A future extension of Coburg Industrial Way (south of Pearl Street), and Roberts Road will be and are part of the city street system under the jurisdiction and control of City.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
4. For the purpose of providing acceptable traffic patterns on public highways, State, County, and City (subject to receiving full funding) agree to improve the I-5 Coburg Interchange (Interchange Project) and local streets and roads in the vicinity of the interchange to improve mobility and safety, consolidate access, address spacing standards, and bring the I-5 Coburg interchange up to State design and operational standards.
5. The project described herein will improve local road and street systems in the vicinity of the west side of I-5 Coburg interchange to keep them functioning acceptably through the forecast 20-year planning horizon. The project is being developed in accordance with the 2010 Coburg Interchange Area Management Plan (IAMP); State Intergovernmental Agreement No. 23,602 which provides for funding consisting of a

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Comment [MSteele1]: If there are county and city documents they can be referenced as well.

Deleted: addresses the funding and various elements of the Interchange Project

local match for a \$9,000,000 federal earmark; and State Intergovernmental Agreement No. 25,380 that addresses coordinated approach road permitting west of I-5 within the vicinity of the I-5 Coburg interchange.

6. Access management for this project shall follow the guidance and policies of Oregon Administrative Rule (OAR) Chapter 734, Division 51, the "Oregon Transportation Plan", and the "Oregon Highway Plan".

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

TERMS OF AGREEMENT

1. Under such authority, the Parties agree to the design and construction of improvements in the vicinity of the I-5 Coburg Interchange, hereinafter referred to as "Project". Project elements include, but are not limited to:

- a. access management improvements that support the I-5 Coburg Interchange function and operations on Pearl Street west of the interchange, including the purchase of right of way;

Deleted: and Van Duyn Road, east and

- b. realign access on the south side of Pearl Street at Roberts Road by closure of the existing Roberts Road to through traffic and made into a cul-de-sac;

- c. construct a new street south of Pearl Street to connect with the existing Coburg Industrial Way;

- d. improve Coburg Industrial Way North with a dual turn lane at its intersection with Pearl Street and necessary transitions;

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- e. upgrade the traffic signal at Pearl Street and Coburg Industrial Way;

- f. install water quality facilities; and

- g. install sidewalks, curbs, and planter strips.

The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. Preliminary design plans are shown in the attached Figure 1, which by this reference is made a part hereof. No part of the Coburg Interchange east side of Interstate 5 constitutes part of this Project, including purchase of right of way.

2. The Parties agree that the Project shall be designed to County standards, except as agreed to under State Obligations, Paragraph 2.

3. The Project will be financed at an estimated cost of \$15,668,000 in federal, State, and County funds. The estimate for the total Project cost is subject to change. As defined in Cooperative Improvement Agreement No. 23,602, County shall provide the match for the federal High Priority Project funds within the limits of the amended Capital Improvement Program Fiscal Year 2011-2015 by Board Order. State shall provide the match for the federal National Highway System funds. The funds may be used for the construction phase of the Project. In the event the actual cost of the Project exceeds the estimate, State shall, at its sole discretion, determine whether to provide additional funds to the Project or to modify the Project as necessary to keep costs within the estimate.
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

STATE OBLIGATIONS

1. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the highway Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.
2. For all work performed on State facilities, State shall cause the Project to be designed and constructed in accordance with State standards.
3. State or its consultant shall acquire all necessary rights of way according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual. Title to properties acquired shall be in the name of State. Upon Project completion, State shall transfer to the County and City any respective ownership interests it may have obtained as shown on the attached map marked Exhibit B, and by this reference made a part hereof. The method of conveyance will be determined by the Parties at the time of transfer and will be coordinated by the State's Region 2 Right of Way Manager.
4. State shall obtain a facility permit from the County indicating construction limit and timeline for the performance of the duties in the Agreement within the County right of way. The facility permit shall be applicable specific to improvements west of Interstate-5.

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5. State shall retain access control line rights over any right of way transferred to City or County, where necessary.
6. State shall retain all rights to right of way purchased for the Project as a protective purchase.
7. State shall cause to be relocated, adjusted, or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation, adjustment, or reconstruction is made necessary by the plans of the Project in order to conform the utility facilities and associated appurtenant structures with the plans and the ultimate construction requirements for the portions of the Project which are on County, City, and State rights of way.
8. State shall, prior to its advertisement for construction bid proposals provide the County and City preliminary and final plans and specifications for review and approval.
9. State shall, upon execution of this agreement, forward to County four (4) to six (6) weeks prior to advertisement for bid on the Project, a letter of request for an advance deposit or irrevocable letter of credit for County's payment of federal match to the High Priority Project funds being utilized for construction of the Project.
10. Upon completion of the Project, State shall either send to County a bill for the amount which, when added to County's advance deposit, will equal 100 percent of the total costs for County's share of Project or State will refund to County any portion of said advance deposit which is in excess of the total County costs for Project. Formatted: Bullets and Numbering
11. State will prepare an Operations and Maintenance Manual (Manual) for stormwater management and treatment facilities (Stormwater Facilities) constructed as part of the Project and provide copies of the Manual to the County and City. Formatted: Bullets and Numbering
12. State shall provide to County and City a Portable Document Format (PDF) file and a paper copy of the "as constructed" plan set.
13. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance State costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
14. State's Project manager for this Project is Candice Stich, Project Leader, Area 5, 644 "A" Street, Springfield, Oregon 97477, telephone (541) 736-9164, or assigned designee upon individual's absence. County's and City's Project managers shall be notified in writing of any contact information changes during the term of this Agreement.

COUNTY OBLIGATIONS

1. County shall, upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit for its federal share match to the High Priority Project funds being utilized for the construction phase of Project.
2. County agrees to State acquiring all right of way needed for construction of the Project. County shall, upon completion of Project, accept jurisdiction and control over and provide maintenance of Coburg Industrial Way (north of Pearl Street) from its intersection with Pearl Street, and Pearl Street, with the exception of State Obligations, Paragraph 4.
3. County grants State the right to enter onto County right of way within the limits stated in the facility permit application for the performance of duties as set forth in this Agreement.
4. County delegates its jurisdictional authority to the State as it applies to directing the clearance or accommodation of utility facilities, relocation or readjustments of pole lines, buried cables, and pipe lines, upon county right of way within the limits of the Project during the course of Project's development of plans and construction duration.
5. County shall perform 100 percent of the maintenance, turn-on, and timing functions associated with the temporary and permanent upgraded traffic signal and signal illumination attached to the signal pole at the Pearl Street and Coburg Industrial Way intersection.
6. County shall be responsible for 100 percent of maintenance and power costs associated with the upgraded traffic signal and signal illumination attached to the signal pole at the Pearl Street and Coburg Industrial Way intersection. County shall have the power company send invoices directly to County.
7. Upon completion of the Project and receipt from State of an itemized statement of the actual total cost of County's participation for the Project, County shall pay any amount which, when added to County's advance deposit, will equal 100 percent of actual total County costs for the Project. Any portion of said advance deposit which is in excess of the State's total costs will be refunded or released to County.
8. County acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the county.

9. County shall be responsible to take appropriate official action required to update pertinent planning documents as relating to this Project, as needed.
10. County certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance County costs of this Agreement within County's current appropriation or limitation of the current Capital Improvement Program. Deleted: biennial budget
11. County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind County.
12. County's Project manager for this Agreement is Bill Morgan, P.E., County Engineer, Lane County Public Works, 3040 North Delta Highway, Eugene, Oregon 97408-1696; telephone (541) 682-6990, or assigned designee upon individual's absence. State's and City's Project managers shall be notified in writing of any contact information changes during the term of this Agreement.

CITY OBLIGATIONS

1. City agrees to State acquiring all right of way needed for construction of the Project. City shall, upon completion of Project, accept jurisdiction and control over and provide maintenance of the new street connecting to the future extension of Coburg Industrial Way from its intersection south of Pearl Street, with the exception of State Obligations, Paragraph 4.
2. City agrees to retain the jurisdiction and control over the current section of Roberts Road which, when the Project is completed, will be closed to through traffic and made into a cul-de-sac.
3. City agrees to coordinate the naming of the future extension of Coburg Industrial Way (south of Pearl Street) and original section of Roberts Road and the re-addressing of the affected parcels.
4. City grants State the right to enter onto City right of way for the performance of duties as set forth in this Agreement.
5. City delegates its jurisdictional authority to the State as it applies to directing the clearance or accommodation of utility facilities, relocation or readjustments of pole lines, buried cables, and pipe lines, upon county right of way within the limits of the Project during the course of Project's development of plans and construction duration.
6. City shall maintain, at its own cost and in accordance with the Manual for Stormwater Facilities, the presence and function of said facilities that are constructed as part of

this Project and within County and City right of way. Stormwater facilities include, but are not limited to detention ponds, vegetated swales, modified curb openings, etc.

7. City shall be responsible to take appropriate official action required to update pertinent planning documents as relating to this Project, as needed.
8. City, by execution of Agreement, gives its consent as required by ORS 373.030(2) and ORS 105.760 to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by this Agreement.
9. City certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of City, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.
10. City's Project manager for this Agreement is Don Schuessler, City Administrator, City of Coburg, PO Box 8316, Coburg, Oregon 97408; telephone (541) 682-7850, or assigned designee upon individual's absence. State's and County's Project managers shall be notified in writing of any contact information changes during the term of this Agreement.

Deleted: Agency

JOINT OBLIGATIONS

1. The Parties will conduct a mutual review of the construction plans and agreement on said plans shall be reached prior to advertisement for construction bid proposals.
2. All employers, including the Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. The Parties shall ensure that each of its subcontractors complies with these requirements.
3. The Parties shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
4. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project.

Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

5. To the extent permitted by Article XI, Section 7 and Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each Party shall indemnify each other Party against liability for damage to life or property arising from the indemnifying Party's own activities under this Agreement, provided that a Party will not be required to indemnify the other Party for any such liability arising out of the wrongful acts of employees or agents of that other Party.
6. Notwithstanding the foregoing defense obligations under paragraph 5 above, no Party nor any attorney engaged by any Party(s) shall defend any claim in the name of the any Party(s) or any agency/department/division of such other Party(s), nor purport to act as legal representative of any Party(s) or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of any such other Party(s). Each Party may, at anytime at its election assume its own defense and settlement in the event that it determines that the other Party(s) is/are prohibited from defending it, or other Party(s) is/are not adequately defending it's interests, or that an important governmental principle is at issue or that it is in the best interests of the Party(s) to do so. Each Party reserve all rights to pursue any claims it may have against the other Parties if it elects to assume its own defense.
7. The Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, the Parties expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of the Parties.
2. State may terminate this Agreement effective upon delivery of written notice to County or City, or at such later date as may be established by State, under any of the following conditions:
 - a. If County or City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

- b. If County or City fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If County fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 4. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
 5. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledges that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2008-2010 Statewide Transportation Improvement Program, Key No. 14649 that was approved by the Oregon Transportation Commission on November 14, 2007.

This Project is added back into the County's Capital Improvement Program Fiscal Years 2011 through 2015 with a scaled back project scope via Board Order - .The new project scope eliminates references to a future overpass structure and improvements, including right of way acquisitions on the east side of Interstate-5.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways, to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

LANE COUNTY, by and through its designated officials

By _____
Jeff Spartz, County Administrator

Date _____

CITY OF COBURG, by and through its designated officials

By _____
Donald Schuessler, City Administrator

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
County Legal Counsel

Date _____

By _____
City Legal Counsel

Date _____

By _____
Assistant Attorney General

Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____
Deputy Director, Highways

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer

Date _____

By _____
Region 2 Manager

Date _____

By _____
Region 2 Project Delivery Manager

Date _____

By _____
Region 2 Technical Center Manager

Date _____

EXHIBIT A Project Location Map

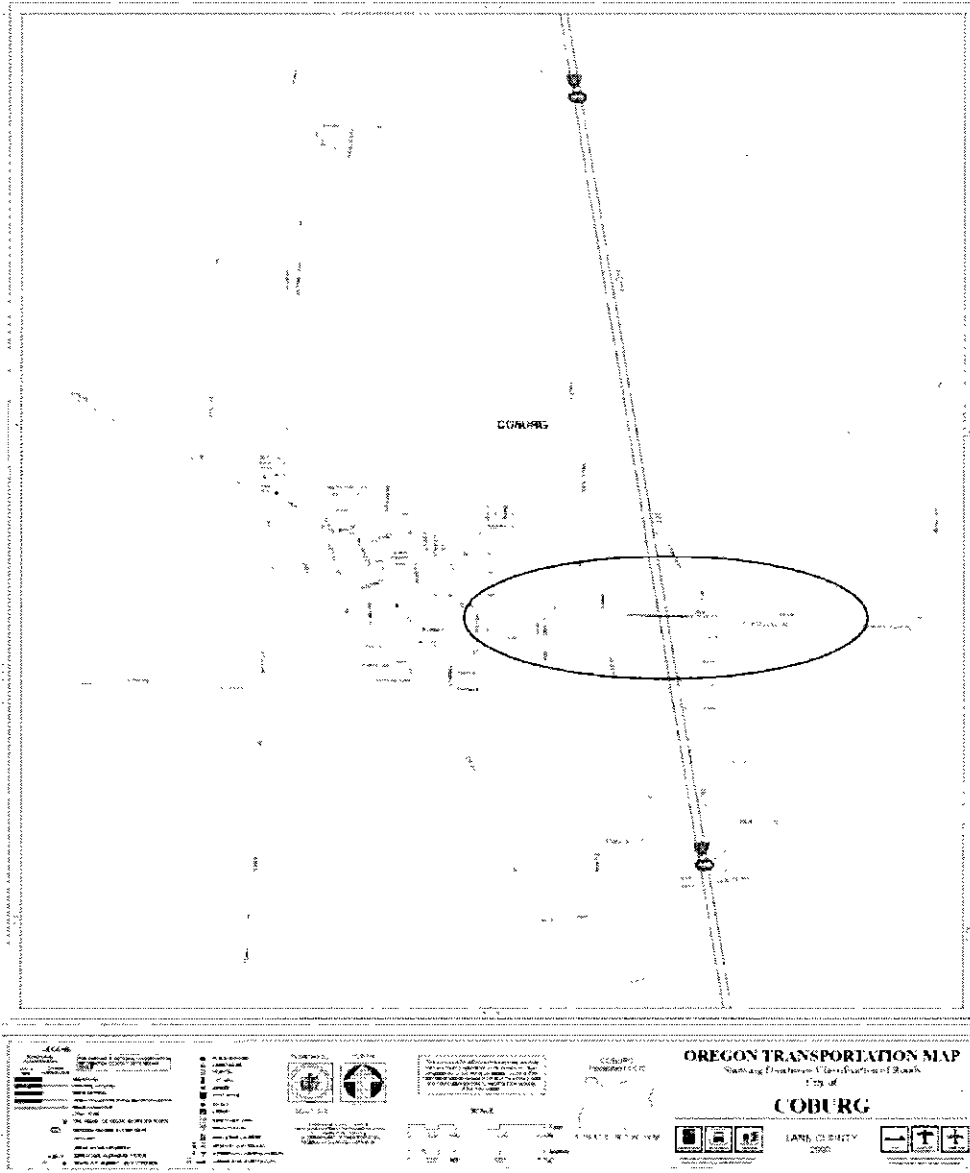
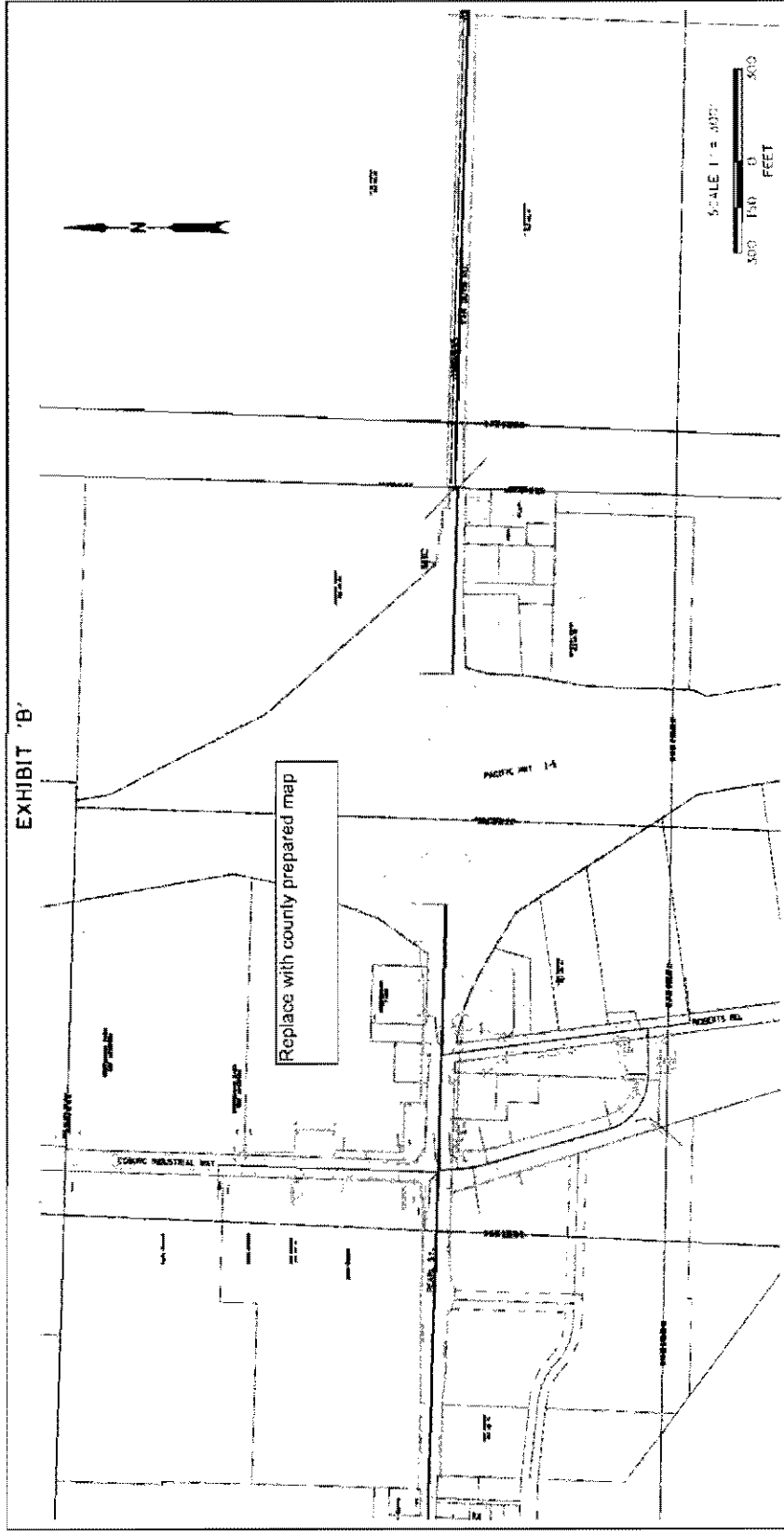
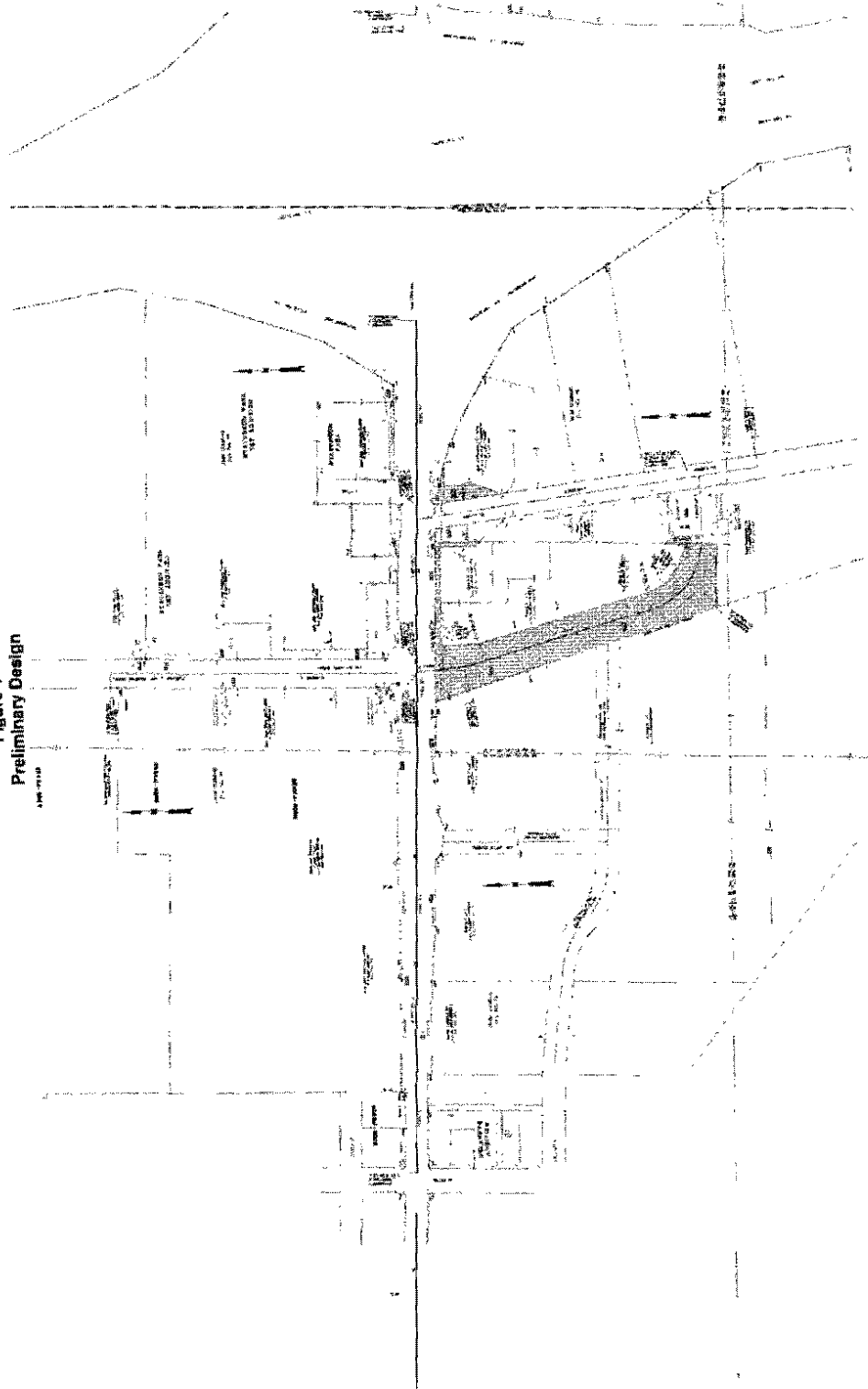


EXHIBIT 'B'



OREGON DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ENGINEERING SKETCH MAP	SHEET NO. 1-5 of Coburg Interchange	SCALE 1" = 300'
	HIGHWAY Pacific	DATE 5/28/2010
	COUNTY Lane	SEE DRAWING 118-5-B
PURPOSE 101 Interchange		

Figure 1
Preliminary Design



Final: #23602 - Match IGA

July 29, 2010

Misc. Contracts and Agreements
No. 23,602

**COOPERATIVE IMPROVEMENT AGREEMENT
HIGH PRIORITY PROJECT
I-5 Coburg Interchange
Lane County**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and LANE COUNTY, acting by and through its board of directors, hereinafter referred to as "Agency."

RECITALS

1. Interstate 5 (I-5), is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission.
2. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. Under provisions of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) which provides authorization for Federal-aid highways, highway safety programs, and transit programs, and for other purposes, State is required to set aside federal funds over the five years of SAFETEA-LU for High Priority Projects.
4. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
5. The Lane County Board of Commissioners amended the County's Capital Improvement Program Fiscal Years 2011 through 2015 to add back the I-5 Coburg Interchange Payments to Other Agencies project with a scaled back project scope by Board Order _____. The new approved scope includes widening Pearl Street from mile point 0.403 to mile point 0.635 with an additional eastbound lane to connect to the southbound I-5 ramp, sidewalks, bike lanes, and stormwater facilities; improving the Coburg Industrial Way North approach at its Pearl Street intersection with a dual turn lane; and closing the existing Roberts Road approach at Pearl Street and realign it with Coburg Industrial Way via an extension to the south of Pearl

Key No. 14649

Street. The scope also includes right of way acquisitions and access right purchases on the west side of I-5 only.

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

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree that this Agreement serves as a cooperative agreement to fund a local match required for the I-5 Coburg Interchange project that will improve safety and traffic congestion on the west side of I-5 by widening travel lane widths to accommodate trucks, add an eastbound travel lane up to southbound I-5 ramp intersection, provide adequate bicycle and pedestrian facilities, right of way acquisitions, and construct bioswales on Pearl Street; add a dual turn lane at the Coburg Industrial way North approach and necessary right of way acquisitions; realign a local road on the south side of the Pearl Street to improve intersection spacing standards on Pearl Street; and access management on the north side of Pearl Street by acquiring access control hereinafter referred to as "Project."
2. The Project will be financed at an estimated cost of \$15,600,000 in State, Federal and Agency funds. The Project shall be conducted as a part of the High Priority Projects authorized under SAFE TEA-LU. The High Priority Projects funds available for the Project are estimated at \$9,000,000 with Agency providing the match for the federal funds. The federal pro-rata funding for the Project is 89.73 percent and provided federal funds will be subject to annual obligation limitations and possible rescissions. In the event the actual cost of the Project exceeds the estimate, State shall, at its sole discretion, determine whether to provide additional funds to the Project or to modify the Project as necessary to keep costs within the estimate.
3. The High Priority Projects Numbers and Project Descriptions are as shown in the table below:

High Priority Projects Number	Project Description
1526	Interstate 5 Interchange at City of Coburg
4704	For Interstate 5 interchange, City of Coburg

4. The federal funding for this Project is contingent upon approval by the Federal Highway Administration (FHWA). Any work performed prior to acceptance by FHWA will be considered nonparticipating and paid for at Agency expense. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205.

5. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten calendar years following the date all required signatures are obtained, whichever is sooner.

AGENCY OBLIGATIONS

1. Agency shall upon notification from State no more than 60 days prior to bid advertisement for Project that such advertisement will occur and Agency contribution will be needed, sign an irrevocable limited power of attorney to access the Local Government Investment Pool account of Agency in the amount of \$1,030,000 for the Project. Such contribution being Agency's required match for the \$9,000,000 federal earmark. Agency certifies that throughout the term of this Agreement sufficient funds shall be available in its account to cover its contribution. In the event such funds are not available in its account, ODOT shall withhold Agency's proportional share of Highway Fund distribution in an amount equal to Agency's contribution under this Agreement.
2. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its subcontractors complies with these requirements.
3. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
4. Agency's Project Manager for this Project is Bill Morgan, or designee, 3040 North Delta Highway, Eugene, Oregon, 97408-1696; telephone (541) 682-6990.

STATE OBLIGATIONS

1. State shall, no more than 60 days prior to bid advertisement for Project, provide Agency notice of such advertisement and forward to Agency a request to sign an irrevocable limited power of attorney to access the Local Government Investment Pool account of Agency for \$1,030,000, said amount being equal to Agency's contribution towards Project.
2. State shall only withdraw Agency funds from the Local Government Investment Pool as needed to provide the match for federal funds as Project expenditures occur.

3. State's Project Manager for this Project is Candice Stich, Area 5 Project Leader, or designee, 644 A Street, Springfield, Oregon 97477; telephone (541) 744-8080.

GENERAL PROVISIONS

1. Prior to the award of a construction contract for the Project, this Agreement may be terminated by either party upon 30 days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
4. Both parties shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless each other, their officers and employees from any and all claims, suits, and liabilities which may occur in their respective performance of this Project.
5. Notwithstanding the foregoing defense obligations under paragraph 4 above, neither party nor any attorney engaged by either party shall defend any claim in the name of

the other party or any agency, department, or division of such other party, nor purport to act as legal representative of the other party or any of its agencies, departments, or /divisions, without the prior written consent of the legal counsel of such other party. Each party may, at any time at its election assume its own defense and settlement in the event that it determines that the other party is prohibited from defending it, or that other party is not adequately defending its interests, or that an important governmental principle is at issue or that it is in the best interests of the party to do so. Each party reserves all rights to pursue any claims it may have against the other if it elects to assume its own defense.

6. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
7. This Agreement replaces and invalidates the previous Agreement No. 23602, and this Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

Through amendment of the FY 11-15 Capital Improvement Program, the Lane County Board of Commissioners has approved the I-5 Coburg Road Interchange Project authorizing the County Administrator to sign and execute this Agreement on behalf of Lane County.

This Project is in the 2006-2009 Statewide Transportation Improvement Program, (Key #14649) that was approved by the Oregon Transportation Commission on August 17, 2005 (or subsequently approved by amendment to the STIP).

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

Signature Page to Follow

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, in which the Director delegates to the Deputy Director, Highways, the authority to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

LANE COUNTY, by and through its Board of Commissioners

STATE OF OREGON, by and through its Department of Transportation

By _____
Jeff Spartz, County Administrator

By _____
Deputy Director, Highway

Date _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

APPROVAL RECOMMENDED

By _____
Agency Counsel

By _____
Technical Services Manager/Chief Engineer

Date _____

Date _____

Agency Contact:
Bill Morgan
Lane County
3040 North Delta Highway
Eugene, Oregon 97408-1696

By _____
Region 2 Manager

Date _____

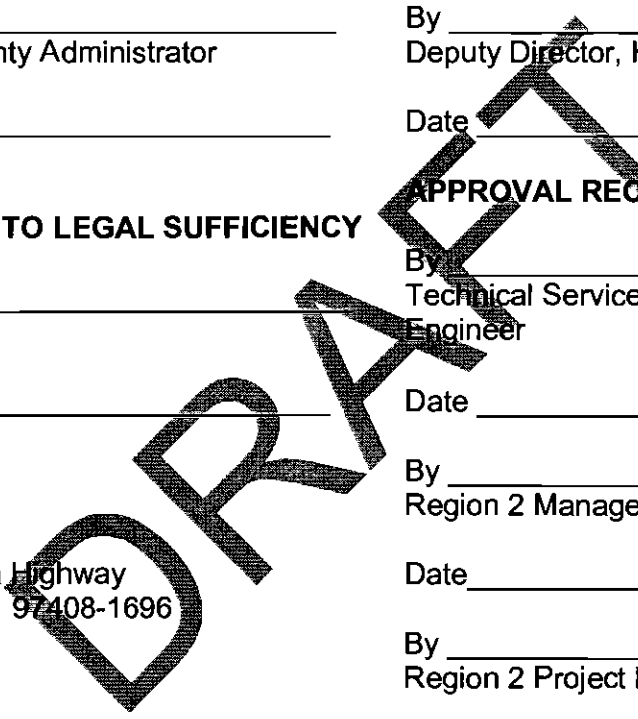
By _____
Region 2 Project Delivery Manager

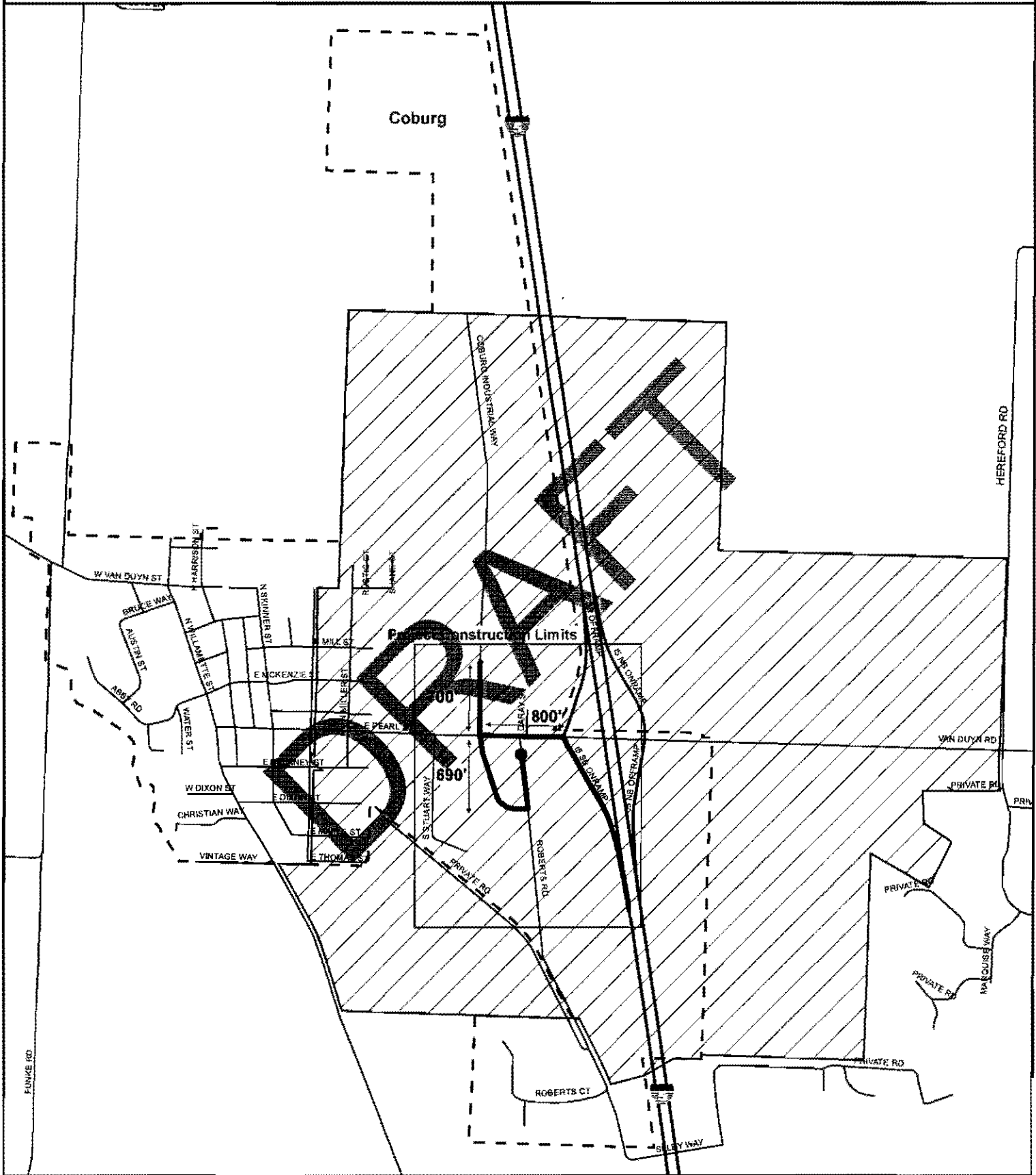
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APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

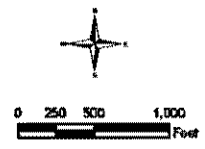
Date _____





- | | |
|-----------------------|-----------------------------|
| Coburg IAMP Boundary | Construction Limit (State) |
| Site Location | Construction Limit (County) |
| Urban Growth Boundary | Construction Limit (City) |
| City Limits | Highways |
| | Roads |

I-5 @ Coburg Interchange



Final: #25380 - Access Management IGA

July 23, 2010

Misc. Contracts and Agreements
No. 25,380

INTERGOVERNMENTAL AGREEMENT
I-5 Coburg Interchange
Lane County, City of Coburg

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," LANE COUNTY, acting by and through its designated officials, hereinafter referred to as "County," and CITY OF COBURG, acting by and through its designated officials, hereinafter referred to as "City," collectively hereinafter referred to as "Parties."

RECITALS

1. Interstate 5 (I-5) Coburg Interchange is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission. Pearl Street, and Coburg Industrial Way (north of Pearl Street) are a part of the county road system under the jurisdiction and control of County. A future extension of Coburg Industrial Way, south of Pearl Street will be a part of the city street system under the jurisdiction and control of City.
2. The Lane County Board of Commissioners amended the County's Capital Improvement Program Fiscal Years 2011 through 2015 to add back the I-5 Coburg Interchange Payments to Other Agencies project with a scaled back project scope by Board Order _____. The new approved scope includes widening Pearl Street from mile point 0.403 to mile point 0.635 with an additional eastbound lane to connect to the southbound I-5 ramp, sidewalks, bike lanes, and stormwater facilities; improving the Coburg Industrial Way North approach at its intersection with Pearl Street with a dual turn lane; and closing the existing Roberts Road approach at Pearl Street and realign it with Coburg Industrial Way via an extension to the south of Pearl Street. The scope also includes right of way acquisitions and access right purchases on the west side of I-5 only.
3. State, County, and City have determined that it is in their mutual administrative interest, and in the interest of the traveling public, to establish a coordinated permitting authority in the vicinity of the Coburg Interchange for the purpose of ensuring that the public investment made in the Coburg Interchange is managed in a safe and consistent manner that optimizes its operational efficiency.
4. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties and cities for the performance of work, maintenance and management of highways with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

Key No. 14649

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

TERMS OF AGREEMENT

1. Under such authority, State, County, and City agree this Agreement serves to establish a coordinated approach road permitting authority and responsibilities on Pearl Street and Coburg Industrial Way (north of Pearl Street), and for the future extension of Coburg Industrial Way, south of Pearl Street within the vicinity of the I-5 Coburg Interchange project (Project).
2. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect unless and until terminated as provided below under General Provisions.

COUNTY OBLIGATIONS

1. County agrees, upon execution of this Agreement, to obtain State approval before issuance of any approach road (facility) permits in areas where State has purchased access rights from abutting properties, for Coburg Industrial Way (north of Pearl Street) and Pearl Street.
 - a. **Coburg Industrial Way:** From the intersection of Coburg Industrial Way (north of Pearl Street) and Pearl Street for a distance of 275 feet north along the east and west sides of Coburg Industrial Way as shown in Exhibit A.
 - b. **Pearl Street:** From the intersection of the southbound interchange ramp terminals with Pearl Street at mile point 0.635 to a point 1,000 feet west of Coburg Industrial Way at mile point 0.403 as shown in Exhibit A.
2. County acknowledges and agrees that State shall approve or deny issuance of County approach road (facility) permits in accordance with OAR 734-051 as further specified in the Coburg Interchange Area Management Plan and that State shall define Coburg Industrial Way (north of Pearl Street) and Pearl Street as State "District" highways for permit application evaluation purposes in areas where State has purchased access rights from abutting properties. In areas where State has not acquired access rights, permit applications shall be subject to the limits established by applicable County and/or City policies and codes.
3. County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind County.

4. County's contact for this Agreement is Bill Morgan, P.E., County Engineer, Lane County Public Works, 3040 North Delta Highway, Eugene, Oregon, 97408-1696; telephone (541) 682-6990, or assigned designee upon individual's absence. State's and City's Project Managers shall be notified in writing of any contact information changes during the term of this Agreement.

CITY OBLIGATIONS

1. City agrees, upon execution of this Agreement, to obtain State approval before issuance of any approach road (facility) permits for the future extension of Coburg Industrial Way, south of Pearl Street, as described below:
 - a. **Future construction of Coburg Industrial Way, south of Pearl Street:**
From the intersection of Pearl Street for a distance of 220 feet south along the east and west sides of future constructed Coburg Industrial Way as shown in Exhibit A.
2. City acknowledges and agrees that State shall approve or deny issuance of City approach road (facility) permits in accordance with OAR 734-051 as further specified in the Coburg Interchange Area Management Plan and that State shall define the future extension of Coburg Industrial Way, south of Pearl Street as a State "District" highway for permit application evaluation purposes in areas where State has purchased access rights from abutting properties. In areas where State has not acquired access rights, permit applications shall be subject to the limits established by applicable County and/or City policies and codes.
3. For road segments identified under County Obligations, in the event any of these segments are transferred to City jurisdiction, City agrees to treat these segments as specified in County Obligations, paragraph 2.
4. City certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of City, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.
5. City's contact for this Agreement is Don Schuessler, City Administrator, City of Coburg, PO Box 8316, Coburg, Oregon 97408; telephone (541) 682-7850, or assigned designee upon individual's absence. State's and County's Project Managers shall be notified in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall, upon execution of this Agreement, agree to review any and all County and City approach road (facility) permit applications in areas where state has purchased access rights from abutting property owners along , Pearl Street, Coburg

Industrial Way, and the future construction of Coburg Industrial Way, south of Pearl Street as described below:

- a. **Pearl Street:** From the intersection of the southbound interchange ramp terminals with Pearl Street at mile point 0.635 to a point 1,000 feet west of Coburg Industrial Way at mile point 0.403 as shown in Exhibit A.
 - b. **Coburg Industrial Way:** From the intersection of Coburg Industrial Way (north of Pearl Street) and Pearl Street for a distance of 275 feet north along the east and west sides of Coburg Industrial Way as shown in Exhibit A.
 - c. **Future construction of Coburg Industrial Way, south of Pearl Street:** From the intersection of Roberts Road and Pearl Street for a distance of 220 feet south along the east and west sides of the future construction of Coburg Industrial Way as shown in Exhibit A.
2. In those areas identified in 1 (a-c) above, where State has purchased access rights from abutting properties, State shall review access (facility) permit applications in accordance with OAR 734-051 and the access management spacing standards for state "District" level highways as further specified in the Coburg Interchange Area Management Plan. In areas where state has not yet acquired access rights, permit applications shall be subject to the limits established by applicable County and/or City policies and codes.
 3. State agrees to conduct access (facility) permit reviews in a timely and responsive manner not to exceed one hundred and twenty (120) days from the time State receives County or City request. State shall provide written approvals or denials to County and City. Denials shall include specific reasons and applicable statutory, Administrative Rule, and Coburg IAMP citations and page number references.
 4. State certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of State, under the direction and approval of its governing body, commission, board, officers, members or representatives, and to legally bind State.
 5. State's contact for this Agreement is Mike Spaeth, District 5 Manager, 644 A Street, Springfield, Oregon 97477, or designee; telephone (541) 744-8080, or assigned designee upon individual's absence. County's and City's Project Managers shall be notified in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

Lane County/City of Coburg/ODOT
Agreement No. 25,380

1. Any Party to this Agreement may terminate this Agreement by mutual agreement effective upon written acknowledgement of such agreement by authorized representatives of all Parties.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
3. Any Party may terminate this Agreement effective upon delivery of written notice to other Parties, or at such later date as may be established under any of the following conditions:
 - a. If a Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If a Party fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms and after receipt of written notice that the Party fails to correct such failures within ten (10) days or such longer period as specified.
 - c. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or a Party is prohibited from paying for such work from the planned funding source.
4. The Parties shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless each Party, their officers and employees from any and all claims, suits, and liabilities which may occur in their respective performance of this Agreement.
5. Notwithstanding the foregoing defense obligations under the paragraph above, no Party nor any attorney engaged by any Party(s) shall defend any claim in the name of any Party(s) or any agency/department/division of such other Party(s), nor purport to act as legal representative of any Party(s) or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of any such other Party(s). Each Party may, at anytime at its election assume its own defense and settlement in the event that it determines that the other Party(s) is/are prohibited from defending it, or other Party(s) is/are not adequately defending it's interests, or that an important governmental principle is at issue or that it is in the best interests of the Party(s) to do so. Each Party reserves all rights to pursue any claims it may have against the other Parties if it elects to assume its own defense.
6. Parties acknowledge and agree that any Party to this Agreement, including the State, Oregon's Secretary of State Office, the federal government, the County, the City, and their respective, duly authorized representatives shall have access to the

books, documents, papers, and records of other Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after execution of this Agreement. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.

7. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
8. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

IN WITNESS WHEREOF, the Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

This Agreement is executed pursuant to the policies adopted in the I-5 Coburg Interstate Area Management Plan, adopted by the Oregon Transportation Commission, the Lane County Board of Commissioners, and the City of Coburg City Council. Adoption of this document by these entities provides the necessary authorization for the State, County, and City signatories to execute this Agreement.

This Project is in the 2006-2009 Statewide Transportation Improvement Program, (Key #14649) that was approved by the Oregon Transportation Commission on August 17, 2005 (or subsequently approved by amendment to the STIP).

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program or in a line item in the biennial budget approved by the Director. The Director

Lane County/City of Coburg/ODOT
Agreement No. 25,380

may also delegate to other Administrators the authority to execute intergovernmental agreements over \$75,000 for specific programs such as transportation safety, growth management and public transit.

LANE COUNTY, by and through its designated officials

By _____
Jeff Spartz, County Administrator

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
County Counsel

Date _____

CITY OF COBURG, by and through its designated officials

By _____
Mayor, City of Coburg

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
City Counsel

Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____
Deputy Director, Highways

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer

Date _____

By _____
Region 2 Manager

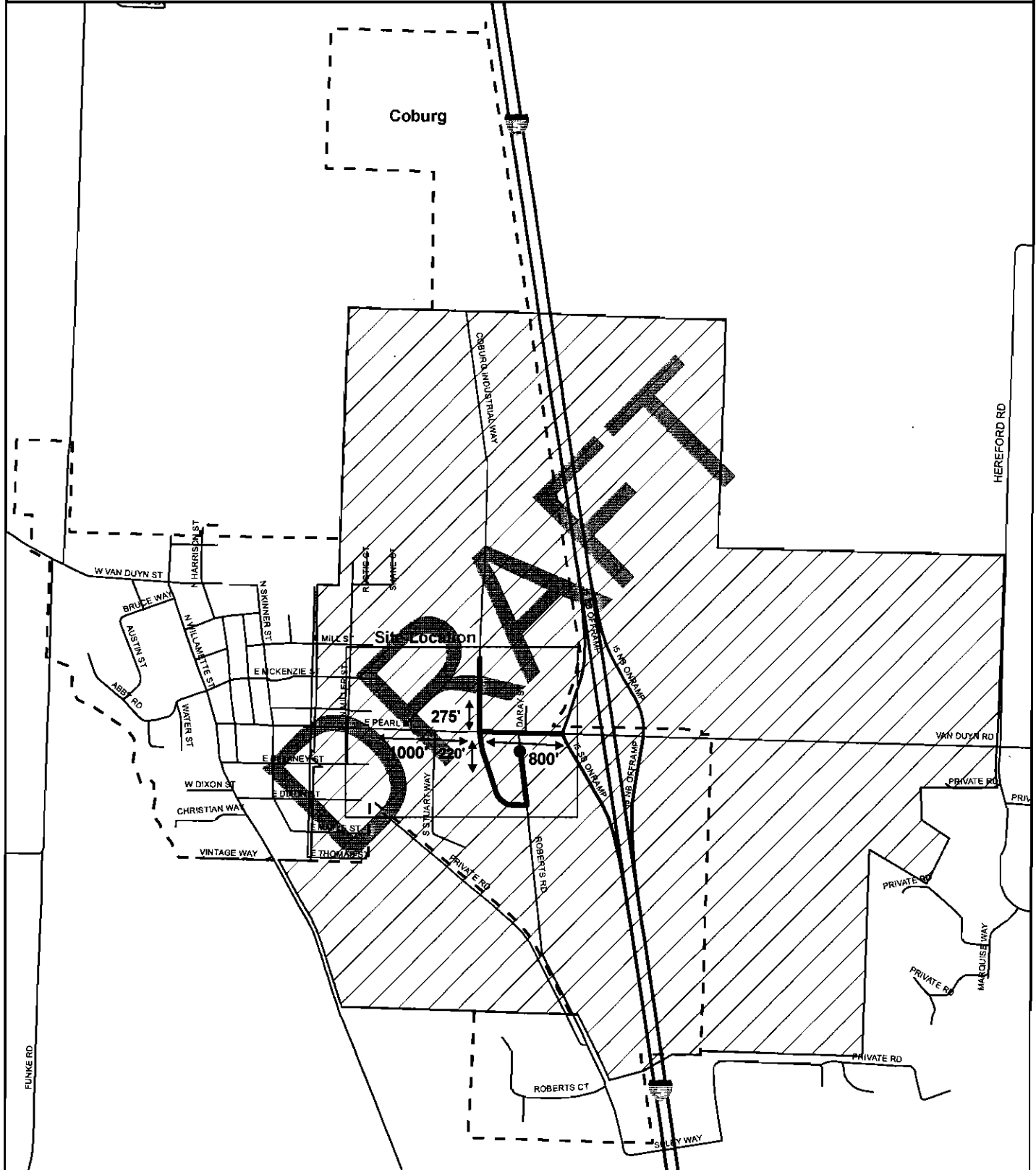
Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

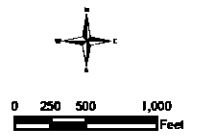
Date _____

DRAFT



- Coburg IAMP Boundary
- Urban Growth Boundary
- Site Location
- City Limits
- Construction Limit (County)
- Construction Limit (City)
- Highways
- Roads
- Access Management Limit

I-5 @ Coburg Interchange



Final: #26650 - Construction IGA

**Oregon Department of Transportation
COOPERATIVE IMPROVEMENT AGREEMENT**
Interstate 5 at Coburg Interchange
Lane County / City of Coburg

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; LANE COUNTY, acting by and through its designated officials, hereinafter referred to as "County"; and the CITY OF COBURG, acting by and through its designated officials, hereinafter referred to as "City," all herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Interstate 5 (I-5) Coburg Interchange is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission. Pearl Street and Coburg Industrial Way (north of Pearl Street) are a part of the county road system under the jurisdiction and control of County. A future extension of Coburg Industrial Way (south of Pearl Street), and Roberts Road will be and are part of the city street system under the jurisdiction and control of City.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
4. For the purpose of providing acceptable traffic patterns on public highways, State, County, and City (subject to receiving full funding) agree to improve the I-5 Coburg Interchange (Interchange Project) and local streets and roads in the vicinity of the interchange to improve mobility and safety, consolidate access, address spacing standards, and bring the I-5 Coburg interchange up to State design and operational standards.
5. The project described herein will improve local road and street systems in the vicinity of the west side of I-5 Coburg interchange to keep them functioning acceptably through the forecast 20-year planning horizon. The project is being developed in accordance with the 2010 Coburg Interchange Area Management Plan (IAMP); State Intergovernmental Agreement No. 23,602 which provides for funding consisting of a

local match for a \$9,000,000 federal earmark; and State Intergovernmental Agreement No. 25,380 that addresses coordinated approach road permitting west of I-5 within the vicinity of the I-5 Coburg interchange.

6. Access management for this project shall follow the guidance and policies of Oregon Administrative Rule (OAR) Chapter 734, Division 51, the "Oregon Transportation Plan", and the "Oregon Highway Plan".

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

TERMS OF AGREEMENT

1. Under such authority, the Parties agree to the design and construction of improvements in the vicinity of the I-5 Coburg Interchange, hereinafter referred to as "Project". Project elements include, but are not limited to:
 - a. access management improvements that support the I-5 Coburg Interchange function and operations on Pearl Street west of the interchange, including the purchase of right of way;
 - b. realign access on the south side of Pearl Street at Roberts Road by closure of the existing Roberts Road to through traffic and made into a cul-de-sac;
 - c. construct a new street south of Pearl Street to connect with the existing Coburg Industrial Way;
 - d. improve Coburg Industrial Way North with a dual turn lane at its intersection with Pearl Street and necessary transitions;
 - e. upgrade the traffic signal at Pearl Street and Coburg Industrial Way;
 - f. install water quality facilities; and
 - g. install sidewalks, curbs, and planter strips.

The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. Preliminary design plans are shown in the attached Figure 1, which by this reference is made a part hereof. No part of the Coburg Interchange east side of Interstate 5 constitutes part of this Project, including purchase of right of way.

2. The Parties agree that the Project shall be designed to County standards, except as agreed to under State Obligations, Paragraph 2.

3. The Project will be financed at an estimated cost of \$15,668,000 in federal, State, and County funds. The estimate for the total Project cost is subject to change. As defined in Cooperative Improvement Agreement No. 23,602, County shall provide the match for the federal High Priority Project funds within the limits of the amended Capital Improvement Program Fiscal Year 2011-2015 by Board Order _____. State shall provide the match for the federal National Highway System funds. The funds may be used for the construction phase of the Project. In the event the actual cost of the Project exceeds the estimate, State shall, at its sole discretion, determine whether to provide additional funds to the Project or to modify the Project as necessary to keep costs within the estimate.
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

STATE OBLIGATIONS

1. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the highway Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.
2. For all work performed on State facilities, State shall cause the Project to be designed and constructed in accordance with State standards.
3. State or its consultant shall acquire all necessary rights of way according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual. Title to properties acquired shall be in the name of State. Upon Project completion, State shall transfer to the County and City any respective ownership interests it may have obtained as shown on the attached map marked Exhibit B, and by this reference made a part hereof. The method of conveyance will be determined by the Parties at the time of transfer and will be coordinated by the State's Region 2 Right of Way Manager.
4. State shall obtain a facility permit from the County indicating construction limit and timeline for the performance of the duties in the Agreement within the County right of way. The facility permit shall be applicable specific to improvements west of Interstate-5.

5. State shall retain access control line rights over any right of way transferred to City or County, where necessary.
6. State shall retain all rights to right of way purchased for the Project as a protective purchase.
7. State shall cause to be relocated, adjusted, or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation, adjustment, or reconstruction is made necessary by the plans of the Project in order to conform the utility facilities and associated appurtenant structures with the plans and the ultimate construction requirements for the portions of the Project which are on County, City, and State rights of way.
8. State shall, prior to its advertisement for construction bid proposals provide the County and City preliminary and final plans and specifications for review and approval.
9. State shall, upon execution of this agreement, forward to County four (4) to six (6) weeks prior to advertisement for bid on the Project, a letter of request for an advance deposit or irrevocable letter of credit for County's payment of federal match to the High Priority Project funds being utilized for construction of the Project.
10. Upon completion of the Project, State shall either send to County a bill for the amount which, when added to County's advance deposit, will equal 100 percent of the total costs for County's share of Project or State will refund to County any portion of said advance deposit which is in excess of the total County costs for Project.
11. State will prepare an Operations and Maintenance Manual (Manual) for stormwater management and treatment facilities (Stormwater Facilities) constructed as part of the Project and provide copies of the Manual to the County and City.
12. State shall provide to County and City a Portable Document Format (PDF) file and a paper copy of the "as constructed" plan set.
13. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance State costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
14. State's Project manager for this Project is Candice Stich, Project Leader, Area 5, 644 "A" Street, Springfield, Oregon 97477, telephone (541) 736-9164, or assigned designee upon individual's absence. County's and City's Project managers shall be notified in writing of any contact information changes during the term of this Agreement.

COUNTY OBLIGATIONS

1. County shall, upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit for its federal share match to the High Priority Project funds being utilized for the construction phase of Project.
2. County agrees to State acquiring all right of way needed for construction of the Project. County shall, upon completion of Project, accept jurisdiction and control over and provide maintenance of Coburg Industrial Way (north of Pearl Street) from its intersection with Pearl Street, and Pearl Street, with the exception of State Obligations, Paragraph 4.
3. County grants State the right to enter onto County right of way within the limits stated in the facility permit application for the performance of duties as set forth in this Agreement.
4. County delegates its jurisdictional authority to the State as it applies to directing the clearance or accommodation of utility facilities, relocation or readjustments of pole lines, buried cables, and pipe lines, upon county right of way within the limits of the Project during the course of Project's development of plans and construction duration.
5. County shall perform 100 percent of the maintenance, turn-on, and timing functions associated with the temporary and permanent upgraded traffic signal and signal illumination attached to the signal pole at the Pearl Street and Coburg Industrial Way intersection.
6. County shall be responsible for 100 percent of maintenance and power costs associated with the upgraded traffic signal and signal illumination attached to the signal pole at the Pearl Street and Coburg Industrial Way intersection. County shall have the power company send invoices directly to County.
7. Upon completion of the Project and receipt from State of an itemized statement of the actual total cost of County's participation for the Project, County shall pay any amount which, when added to County's advance deposit, will equal 100 percent of actual total County costs for the Project. Any portion of said advance deposit which is in excess of the State's total costs will be refunded or released to County.
8. County acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the county.
9. County shall be responsible to take appropriate official action required to update pertinent planning documents as relating to this Project, as needed.

10. County certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance County costs of this Agreement within County's current appropriation or limitation of the current Capital Improvement Program.
11. County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind County.
12. County's Project manager for this Agreement is Bill Morgan, P.E., County Engineer, Lane County Public Works, 3040 North Delta Highway, Eugene, Oregon 97408-1696; telephone (541) 682-6990, or assigned designee upon individual's absence. State's and City's Project managers shall be notified in writing of any contact information changes during the term of this Agreement.

CITY OBLIGATIONS

1. City agrees to State acquiring all right of way needed for construction of the Project. City shall, upon completion of Project, accept jurisdiction and control over and provide maintenance of the new street connecting to the future extension of Coburg Industrial Way from its intersection south of Pearl Street, with the exception of State Obligations, Paragraph 4.
2. City agrees to retain the jurisdiction and control over the current section of Roberts Road which, when the Project is completed, will be closed to through traffic and made into a cul-de-sac.
3. City agrees to coordinate the naming of the future extension of Coburg Industrial Way (south of Pearl Street) and original section of Roberts Road and the re-addressing of the affected parcels.
4. City grants State the right to enter onto City right of way for the performance of duties as set forth in this Agreement.
5. City delegates its jurisdictional authority to the State as it applies to directing the clearance or accommodation of utility facilities, relocation or readjustments of pole lines, buried cables, and pipe lines, upon county right of way within the limits of the Project during the course of Project's development of plans and construction duration.
6. City shall maintain, at its own cost and in accordance with the Manual for Stormwater Facilities, the presence and function of said facilities that are constructed as part of this Project and within County and City right of way. Stormwater facilities include, but are not limited to detention ponds, vegetated swales, modified curb openings, etc.

7. City shall be responsible to take appropriate official action required to update pertinent planning documents as relating to this Project, as needed.
8. City, by execution of Agreement, gives its consent as required by ORS 373.030(2) and ORS 105.760 to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by this Agreement.
9. City certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of City, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.
10. City's Project manager for this Agreement is Don Schuessler, City Administrator, City of Coburg, PO Box 8316, Coburg, Oregon 97408; telephone (541) 682-7850, or assigned designee upon individual's absence. State's and County's Project managers shall be notified in writing of any contact information changes during the term of this Agreement.

JOINT OBLIGATIONS

1. The Parties will conduct a mutual review of the construction plans and agreement on said plans shall be reached prior to advertisement for construction bid proposals.
2. All employers, including the Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. The Parties shall ensure that each of its subcontractors complies with these requirements.
3. The Parties shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
4. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

5. To the extent permitted by Article XI, Section 7 and Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each Party shall indemnify each other Party against liability for damage to life or property arising from the indemnifying Party's own activities under this Agreement, provided that a Party will not be required to indemnify the other Party for any such liability arising out of the wrongful acts of employees or agents of that other Party.
6. Notwithstanding the foregoing defense obligations under paragraph 5 above, no Party nor any attorney engaged by any Party(s) shall defend any claim in the name of the any Party(s) or any agency/department/division of such other Party(s), nor purport to act as legal representative of any Party(s) or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of any such other Party(s). Each Party may, at anytime at its election assume its own defense and settlement in the event that it determines that the other Party(s) is/are prohibited from defending it, or other Party(s) is/are not adequately defending it's interests, or that an important governmental principle is at issue or that it is in the best interests of the Party(s) to do so. Each Party reserve all rights to pursue any claims it may have against the other Parties if it elects to assume its own defense.
7. The Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, the Parties expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of the Parties.
2. State may terminate this Agreement effective upon delivery of written notice to County or City, or at such later date as may be established by State, under any of the following conditions:
 - a. If County or City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If County or City fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written

notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

- c. If County fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 4. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
 5. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledges that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2008-2010 Statewide Transportation Improvement Program, Key No. 14649 that was approved by the Oregon Transportation Commission on November 14, 2007.

This Project is added back into the County's Capital Improvement Program Fiscal Years 2011 through 2015 with a scaled back project scope via Board Order __-__. The new project scope eliminates references to a future overpass structure and improvements, including right of way acquisitions on the east side of Interstate-5.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.



On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways, to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

LANE COUNTY, by and through its designated officials

By _____
Jeff Spartz, County Administrator

Date _____

CITY OF COBURG, by and through its designated officials

By _____
Donald Schuessler, City Administrator

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
County Legal Counsel

Date _____

By _____
City Legal Counsel

Date _____

By _____
Assistant Attorney General

Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____
Deputy Director, Highways

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer

Date _____

By _____
Region 2 Manager

Date _____

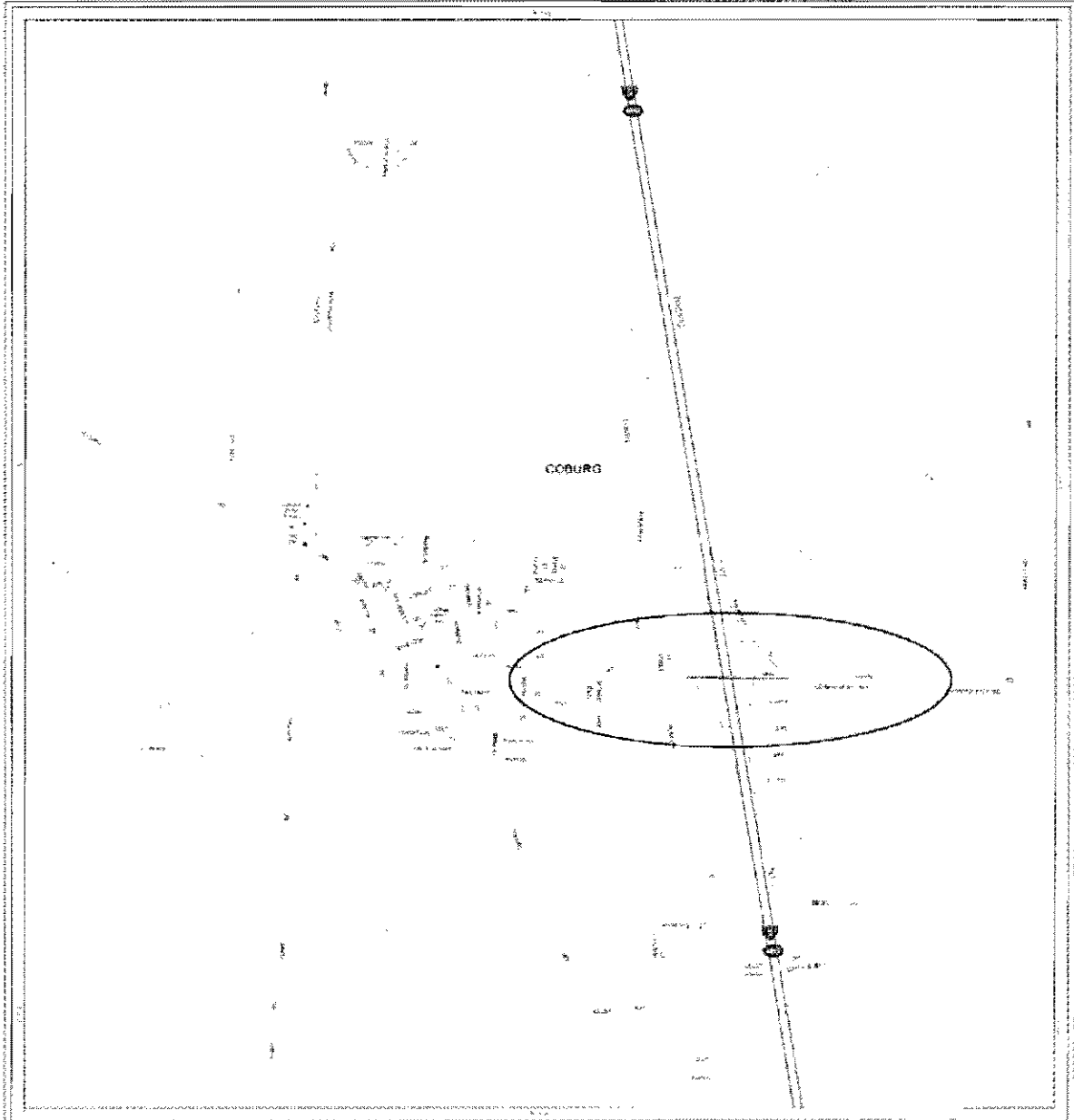
By _____
Region 2 Project Delivery Manager

Date _____

By _____
Region 2 Technical Center Manager

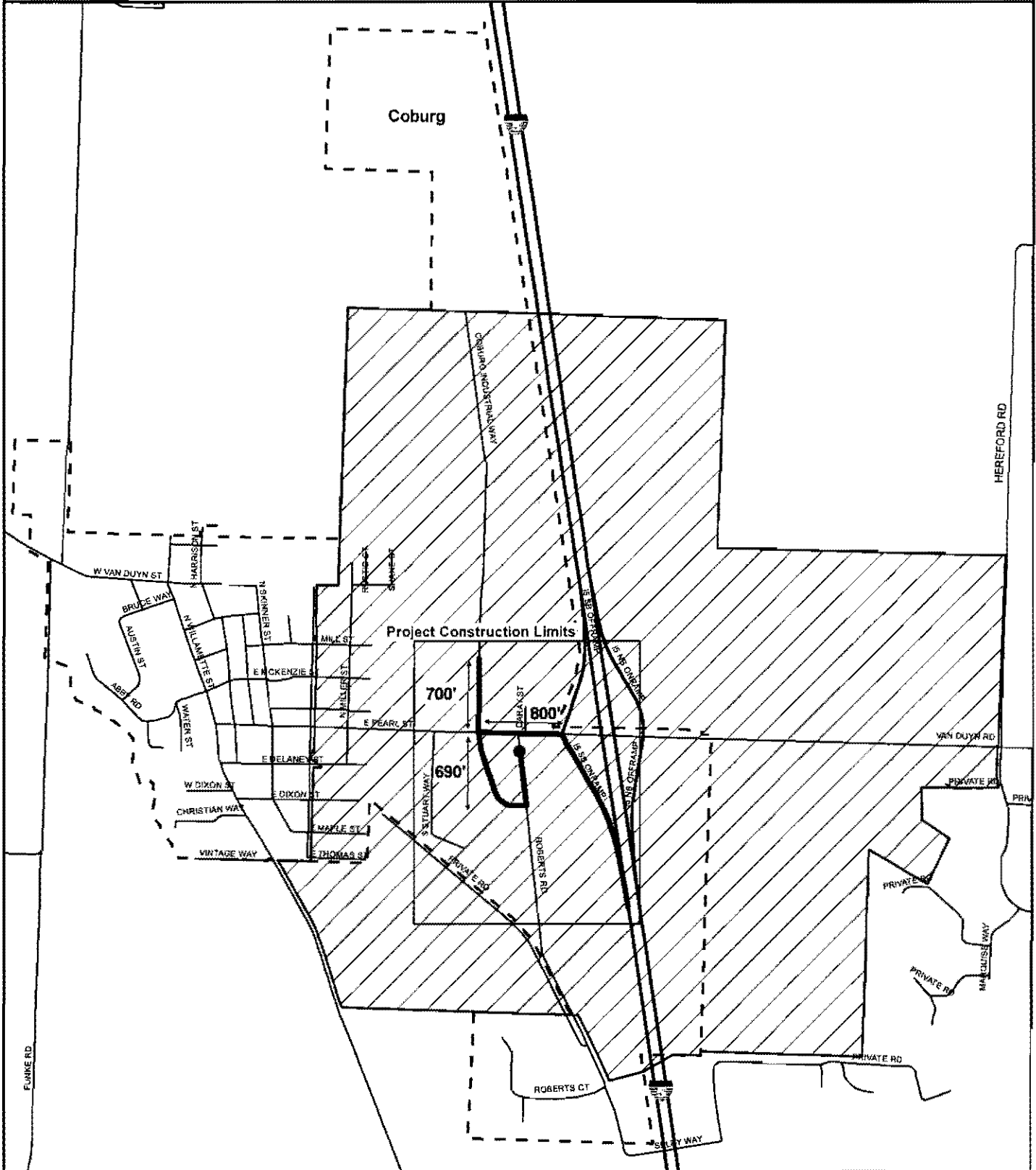
Date _____

EXHIBIT A
Project Location Map



<p>LEGEND</p> <p>Functional Classification of Roads</p> <ul style="list-style-type: none"> Interstate State Route County Route City/Local Road <p>Other Features</p> <ul style="list-style-type: none"> Water Power Lines Telephone Lines Gas Lines Sanitary Sewer Storm Sewer Proposed 	<p>Scale</p> <p>1" = 1 Mile</p> <p>0 1/2 1 1 1/2 2 Miles</p> <p>0 1/2 1 1 1/2 2 Kilometers</p>	<p>OREGON TRANSPORTATION MAP Showing Functional Classification of Roads</p> <p>City of COBURG</p> <p>LANE COUNTY NEW</p>
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Exhibit B ODOT Construction Limits on I-5 at Coburg Interchange Project



- Coburg IAMP Boundary
- Urban Growth Boundary
- City Limits
- Construction Limit (State)
- Construction Limit (County)
- Construction Limit (City)
- Highways
- Roads

I-5 @ Coburg Interchange

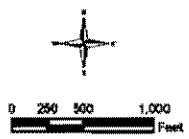


Figure 1
Preliminary Design

