

STAFF REPORT

For Meeting of March 28th, 2016

MAYOR AND MEMBERS OF THE CITY COUNCIL

Agenda Item #

NO. 2016-

**SUBJECT: New
Solar Powered Stop
Signs**

Subject

ODOT / FHWA –Highway Safety Improvement Program (HSIP)
2014-2016- Signing and Delineation Enhancements

- Highland Ave. – SW 11th street to South 1st Street
- Orchard Ave, - SW 7th Street to South 1st Street

Summary and Background

This project will install Solar Powered lighted STOP signs at Orchard Ave and 1st (2), Orchard Ave. and SW 7th Street (4), W. Highland Ave. and SW 7th Street (4), and W. Highland Ave. and S 1st Street (4), as well and new STOP signs at intersecting cross streets in the above areas.

Fiscal Information

100% funding from ODOT/HSIP. \$ 71,700.00

Alternatives and Recommendation

Alternatives

Don't install signs.

Recommendation

Allow ODOT to install signs by signing IGA with ODOT / HISP

Requested Action/Motion

Motion to approve installation and sign contract.

Reviewed by:

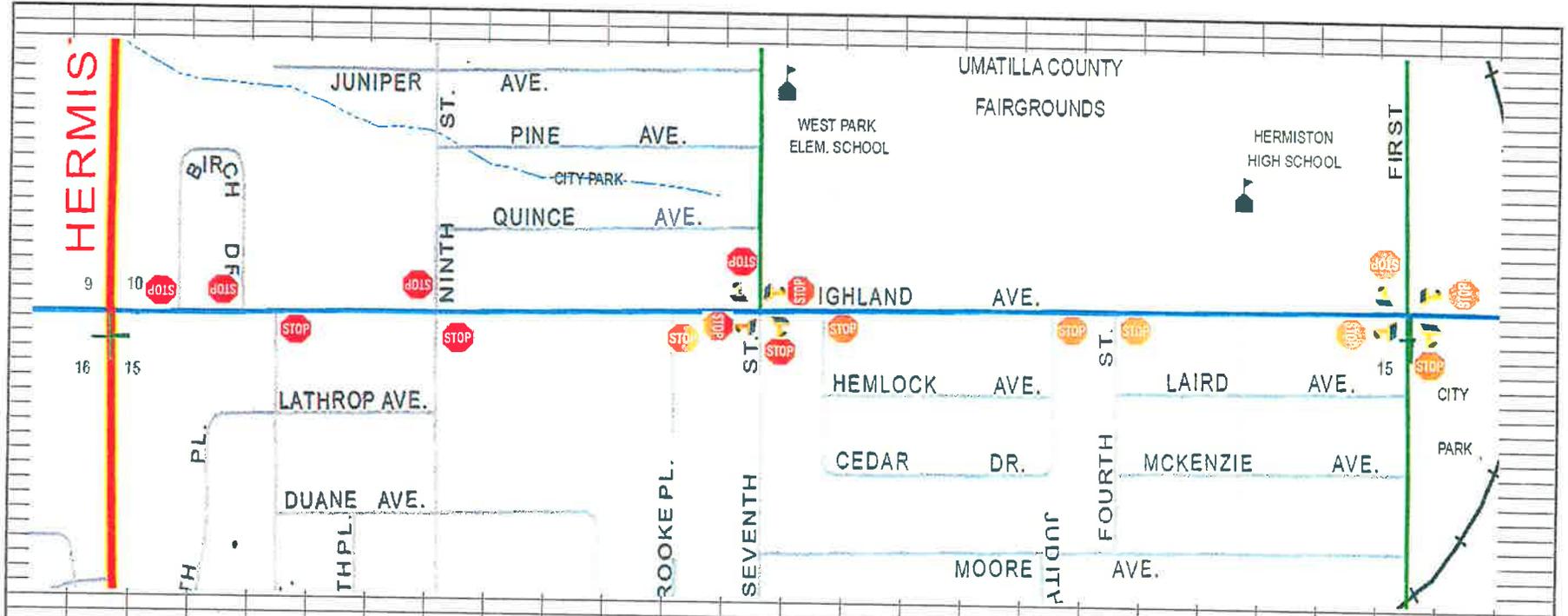
Department Head Ron Sivey



City Manager Approval



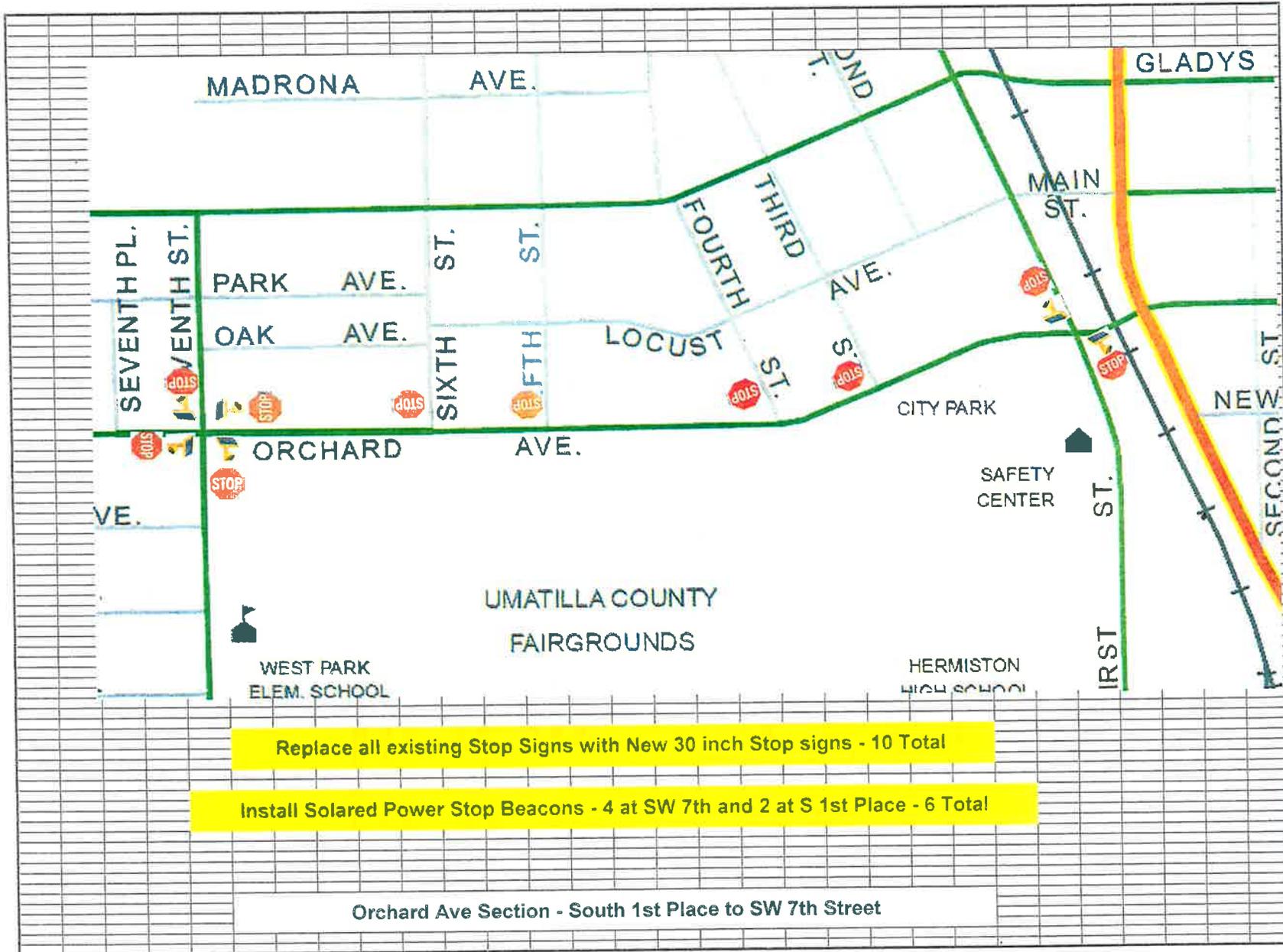
City of Hermiston



Replace all Stop Signs with New 30 Inch Stop Signs - 17 Total

Install Solared Power Stop Beacons - 4 at Seventh Street and 4 at First Place - 8 Total

Highland Ave Section - SW 11th Street to South 1st Street



Replace all existing Stop Signs with New 30 inch Stop signs - 10 Total

Install Solared Power Stop Beacons - 4 at SW 7th and 2 at S 1st Place - 6 Total

Orchard Ave Section - South 1st Place to SW 7th Street

**City Signing Enhancement Projects
State Supplied Priority Listing**

County / City	Roadway	Agency Materials Cost	Agency Labor Cost (30%)	Agency Total Cost	Estimated Contract Cost
Umatilla County / City of Pendleton	Isaac Ave	\$7,000	\$2,100	\$9,100	\$15,300
Baker County / Baker City	Campbell Street	\$8,700	\$2,600	\$11,300	\$21,200
Umatilla County / City of Hermiston	Orchard Ave	\$16,100	\$4,800	\$20,900	\$29,800
Union County / City of LaGrande	Washington Ave	\$48,100	\$14,500	\$62,600	\$88,200
Umatilla County / City of Hermiston	Highland Ave	\$22,100	\$6,600	\$28,700	\$41,900
Malheur County / City of Ontario	S Oregon Street	\$5,500	\$1,700	\$7,200	\$10,400
Union County / City of LaGrande	Cove Ave	\$15,400	\$4,600	\$20,000	\$31,500
Malheur County / City of Ontario	NW 4th Ave	\$5,500	\$1,700	\$7,200	\$10,400
		\$128,400	+ \$38,600	= \$167,000	\$248,700
Extra Request					
Union County / City of LaGrande	Cove Ave / Rapid Flash Ped Light	\$9,400	\$2,800	\$12,200	\$17,000
Umatilla County / City of Hermiston	NE 4th @ Gladys - Stop Beacons	\$10,250	\$3,050	\$13,300	\$18,300
Umatilla County / City of Hermiston	NE 4th @ E Highland Ave - Stop Beacons	\$10,250	\$3,050	\$13,300	\$18,300

**LOCAL AGENCY AGREEMENT
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)
Region 5 Local Jurisdiction Sign Upgrades 2016
Orchard Avenue
City of Hermiston
Key # 19509**

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 the CITY OF HERMISTON, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, state agencies 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.
2. Orchard Avenue is a part of the city street system under the jurisdiction and control of Agency.
3. The purpose of this Agreement is for State to construct sign upgrades for the State's Region 5 Local Jurisdiction Sign Upgrades 2016 project and allow State or its contractor to construct said improvements within Agency's right of way.
4. The purpose of this Agreement is to cover State's obligations with City of Hermiston for its Sign Upgrades project (Key Number 19509) as listed in the Statewide Transportation Improvement Program (STIP), Region 5 Local Jurisdiction Sign Upgrades 2016. This Agreement addresses only the City of Hermiston's portion of the project. The remaining portions of the project are covered under separate Agreements within Region 5.

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

DEFINITIONS

1. "Total Project Cost" means the estimated amount as shown in this Agreement.

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to State constructing sign upgrades along Orchard Avenue within city jurisdiction or right of way, hereinafter referred to

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as "Project." The Project consists of installing, upgrading, maintaining, removing or re-installing of signs. The location of the Project are identified on the list attached hereto, marked "Exhibit A," and by this reference made a part hereof.

2. The Project will be conducted as a part of the Highway Safety Improvement Program (HSIP) under Title 23, United States Code. The Total Project Cost is estimated at \$29,800.00. The Project will be financed with HSIP funds at the maximum allowable federal participating amount. The match from the local jurisdiction is not required for this Project due to the Projects location and scope being identified in the ODOT Federal Highway Safety Improvement Program (HSIP) Transition Process. State shall be responsible for the difference between the estimated Project cost and the available HSIP funds, and any additional costs above the estimate.
3. State will submit the requests for federal funding to Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at State expense.
4. Agency shall grant State the right to place on Agency right of way those necessary traffic control and directional signs required to complete the Project.
5. Upon completion of the Project, Agency shall accept ownership and maintenance of all signs upgrades and improvements done as part of this Project. This Agreement does not change the existing jurisdiction or maintenance of any roadway, signals, traffic control devices, signage or appurtenances.
6. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
7. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner.
8. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from

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the negligent or willful acts or omissions of State, be indemnified by the contractor and subcontractor from and against any and all Claims.

9. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
10. This Agreement may be terminated by mutual written consent of both Parties.
11. 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.
12. Any termination of this Agreement will not prejudice any rights or obligations accrued to the Parties prior to termination.

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13. a. Information required by 2 CFR 200.331(a), except for (xiii) Indirect cost rate, shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Agency with the Notice to Proceed.
 - b. The indirect cost rate for this project at the time the agreement is written is zero (0)percent
14. Special Provisions attached hereto, marked Attachment 1 and by this reference made a part hereof. The Parties hereto mutually agree to the terms and conditions set forth in Special Provisions, Attachment 1. In the event of a conflict, this Agreement will control over Attachment 1.
15. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and will, upon Agency's breach of any such conditions that requires State to return funds to the Federal Highway Administration, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount will be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
16. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
17. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
18. 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.
19. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency to State. 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

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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.

20. State's Contact for this Agreement is HSIP Program Manager is Doug Bish, Traffic-Roadway Section, 4040 Fairview Drive SE, MS 5, Salem, OR 97302, 503-986-3594, doug.w.bish@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

21. Agency's Contact for this Agreement is Ron Sivey, Street Superintendent, City of Hermiston, 1100 NE 4th Street, Hermiston, Oregon 97838. Phone: (541) 667-5062, rsivey@hermiston.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #19509) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

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CITY OF HERMISTON, by and through its
elected officials

By _____
Mayor (or other assigned designee)

Date _____

By _____
City Recorder (or other assigned
designee)

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY** *(If required in local process)*

By _____
Agency Counsel

Date _____

Agency Contact:

Ron Sivey, Street Supervisor
City of Hermiston
1100 NE 4th Street
Hermiston, Oregon 97838
(541) 667-5062
rsivey@hermiston.or.us

State Contact:

Sean Maloney, Project Manager
242 S. Broadway Ave.
Ontario, OR 97914
Phone: (541) 823-4025
Email: sean.maloney@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 5 Manager

Date _____

By _____
HSIP Program Manager

Date _____

SPECIAL PROVISIONS

1. State, or the consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, hydraulic studies, assist with acquisition of necessary right of way and easements; obtain all required permits and arrange for all utility relocations/adjustments. State or the consultant shall conduct all work components necessary to complete the Project.
2. Upon State's award of the construction contract, State, or the consultant, shall be responsible for all required materials testing and quality documentation; and prepare necessary documentation with State-qualified personnel, to allow State to make all contractor payments. Contract administration, construction engineering and inspection will follow the most current version of the *ODOT Construction Manual* and the *ODOT Inspector's Manual*.
3. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
4. State may make available the State's On-Call Preliminary Engineering (PE), Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, Agency agrees to manage the work performed by the Consultant and reimburse State for payment of any Consultant costs that are not eligible as HSIP participating costs or that are not included as part of the total cost of the Project.
5. State will perform work throughout the duration of the Project and shall provide a preliminary estimate of State costs for this work. Prior to the start of each Project phase State shall provide an updated estimate of State costs for that phase. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per of this Agreement.
6. State and Agency agree that the useful life of this Project is defined as ten (10) years.
7. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
8. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Title 23, United States Code funds until State receives full reimbursement of the costs incurred.

EXHIBIT A

As provided in this Agreement, State or its contractor shall perform sign upgrades on Agency's right of way on the following roads, as approved in writing by both Parties and hereinafter incorporated into this Agreement.

Agency Owned Roads

Orchard Avenue