

FINANCIAL IMPACT STATEMENT

For Council Action Items

(Deliver original to Financial Planning Division. Retain copy.)

1. Name of Initiator Winston Sandino		2. Telephone No. 503-823-5767	3. Bureau/Office/Dept. PBOT/PMD
5a. To be filed (hearing date): August 18, 2010	5b. Calendar (Check One) Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> 4/5ths <input type="checkbox"/>		4. Date Submitted to Commissioner's office and FPD Budget Analyst: August 6, 2010

1) Legislation Title:

*Authorize an Intergovernmental Agreement with Oregon Department of Transportation to perform traffic control and consultation for the Marquam Bridge Paving Preservation project. (Ordinance)

2) Purpose of the Proposed Legislation: Approve IGA with ODOT to obtain State funds for PBOT to do traffic consultation for the Marquam Bridge Paving Preservation Project.

Revenue and/or Expense:

Is ALL the Revenue and/or Expense a part of the current year's budget? Yes ☒ No ☐
 If YES, identify Center Code(s) and Project No(s).: _____
 & ALSO ADD SAP COST OBJECT No(s).: T00150.D42 then go to Step #5.
 If NO, complete Steps 3 & 4. For modifications to budgets, identify/discuss only the changes to the budget.

3) Revenue:

Will this legislation generate or reduce current or future revenue coming to the City? If so, by how much? If new revenue is generated please identify the source. No

4) Expense:

What are the costs to the City as a result of this legislation? (Please include costs in the current fiscal year as well as costs in future years) (If the action is related to a grant or contract please include the local contribution or match required) ("If there is a project estimate, please identify the **level of confidence**.") The Bureau's level of confidence in the cost estimate for the projects is moderate. PBOT will receive funds from ODOT to work on this project.

Staffing Requirements:

5) Will any positions be created, eliminated or re-classified in the current year as a result of this legislation? (If new positions are created please include whether they will be part-time, full-time, limited term or permanent positions. If the position is limited term please indicate the end of the term.) NO.

6) Will positions be created or eliminated in future years as a result of this legislation? NO

7) Change in Appropriations (Please reflect the dollar amount to be appropriated by this legislation. Include the appropriate center codes and accounts that are to be loaded by accounting. Indicate "new" in Center Code column if new center needs to be created. Use additional space if needed.)

Fund	Fund Center	Commitment Item	Functional Area	Funded Program	Grant	Amount
217001	TRED000009		TPCINB000000000GT	T00150	TR00106	36,120

KK 08-03-10 Susan D. Keil

APPROPRIATION UNIT HEAD SUSAN D. KEIL, Director, Bureau of Transportation

REVISED DRAFT: 23 July, 2010

INTERGOVERNMENTAL AGREEMENT
I-5: NE Holladay Street - Marquam Bridge
Detour Traffic Control Design Review and Monitoring Assistance

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 PORTLAND, acting by and through its elected officials, hereinafter referred to as "Agency," collectively hereinafter referred to as the "Parties."

RECITALS

1. By the authority granted in ORS 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Interstate 5 (I-5) is part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). The State has a preservation project on the portion of I-5 from NE Holladay Street to the Marquam Bridge ("Highway") to restore the quality of the overlay of the existing continuously reinforced concrete pavement. Bridge #S8588E on I-5 southbound, between the Steel and Burnside bridges, will have joints replaced and will include a structural deck overlay. Due to the high volumes of traffic use for this portion of Highway, Agency and State are working to mitigate disruption of traffic flow detoured on and off the I-5 freeway. In order to mitigate disruption, there will need to be a detour traffic control design review along I-5 and NE Holladay Street.

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 wishes to retain the services of Agency to perform the work to provide traffic control related consultation and traffic control plan review; attend planning meetings for freeway closure, provide on-site traffic signal staff freeway closures; reset the signal timing to pre-existing condition after freeway opening; and to provide one traffic engineer to determine traffic signal timing and adjustment along the congested detour routes due to freeway closures, hereinafter referred to as "Project." 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. The scope, schedule, and budget for said Project services is shown on Exhibit B, attached hereto and by this reference made a part hereof. Payment for said services shall not exceed a maximum amount of \$36,120.00 in federal funds.

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Agreement No. 27034

2. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on December 31, 2012.

AGENCY OBLIGATIONS

1. Agency shall perform the work in accord with Project's scheduled needs as described in Exhibit B.
2. Agency shall present invoices for 100 percent of actual costs incurred by Agency on behalf of the Project directly to State's Project manager for review and approval. Such invoices shall be in a form identifying the Project and Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one month duration, based on actual expenses incurred. Under no conditions shall State's obligations exceed \$36,120.00, including all expenses. Travel expenses shall not be reimbursed.
3. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.
4. Agency 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, Agency 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.
5. Agency 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.
6. 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.
7. 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.

8. Agency's Project Manager for this Project is Winston Sandino, City of Portland Transportation, 1120 SW 5th, Rm 800, Portland OR 97204, Phone: 503.823.5767, Winston.Sandino@portlandoregon.gov or assigned designee upon individuals absence. State's Project Manager shall be notified in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed, State agrees to pay Agency within forty-five (45) days of receipt by State of the Project invoice a maximum amount of \$36,120.00. Said maximum amount shall include reimbursement for all expenses. Travel expenses shall not be reimbursed.
2. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
3. State's Project Manager for this Agreement is Robyn Bassett, 123 NW Flanders Street, Portland, OR 97209, Phone: 503-731-8469, Robyn.Bassett@odot.state.or.us or assigned designee upon individuals absence.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
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 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.

- d. 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 the paragraph 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/division of such other party, nor purport to act as legal representative of the other party or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of such other party. Each party may, at anytime 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 it's 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. Agency acknowledges and agrees that State, the Secretary of State's Office of the State of Oregon, 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 the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
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,

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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.

This Project is in the 2006-2009 Statewide Transportation Improvement Program, (Key #13704) 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 2, in which day-to-day authority is delegated to the Chief of Staff, Deputy Director, Central Services; Chief Financial Officer; Chief of Human Services; Chief Information Officer; Chief of Audit Services; Support Services Branch Manager; Deputy Director, Highways; Highway Finance Manager; Local Government Section Manager; Maintenance Engineer; Office of Alternative Partnerships Manager; Office of Project Delivery Manager; Region Managers; Technical Services Manager/Chief Engineer; and Division Administrators for their respective division, which includes the authority to approve and sign agreements up to \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program, other system plans approved by the Oregon Transportation Commission such as the Traffic Safety Performance Plan, or in a line item in the biennial budget approved by the Director.

SIGNATURE PAGE TO FOLLOW

Agency/State
Agreement No. 27034

CITY OF PORTLAND, by and through its
elected officials

By _____
Mayor

Date _____

By _____
Auditor

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By 
Counsel

Date August 10, 2010

Agency Contact:

Winston Sandino
City of Portland Transportation
1120 SW 5th, Room 800
Portland, OR 97204
503.823.5767
Winston.Sandino@portlandoregon.gov

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 1 Manager

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer

Date _____

By _____
District 2A Manager

Date _____

By _____
District 2B Manager

Date _____

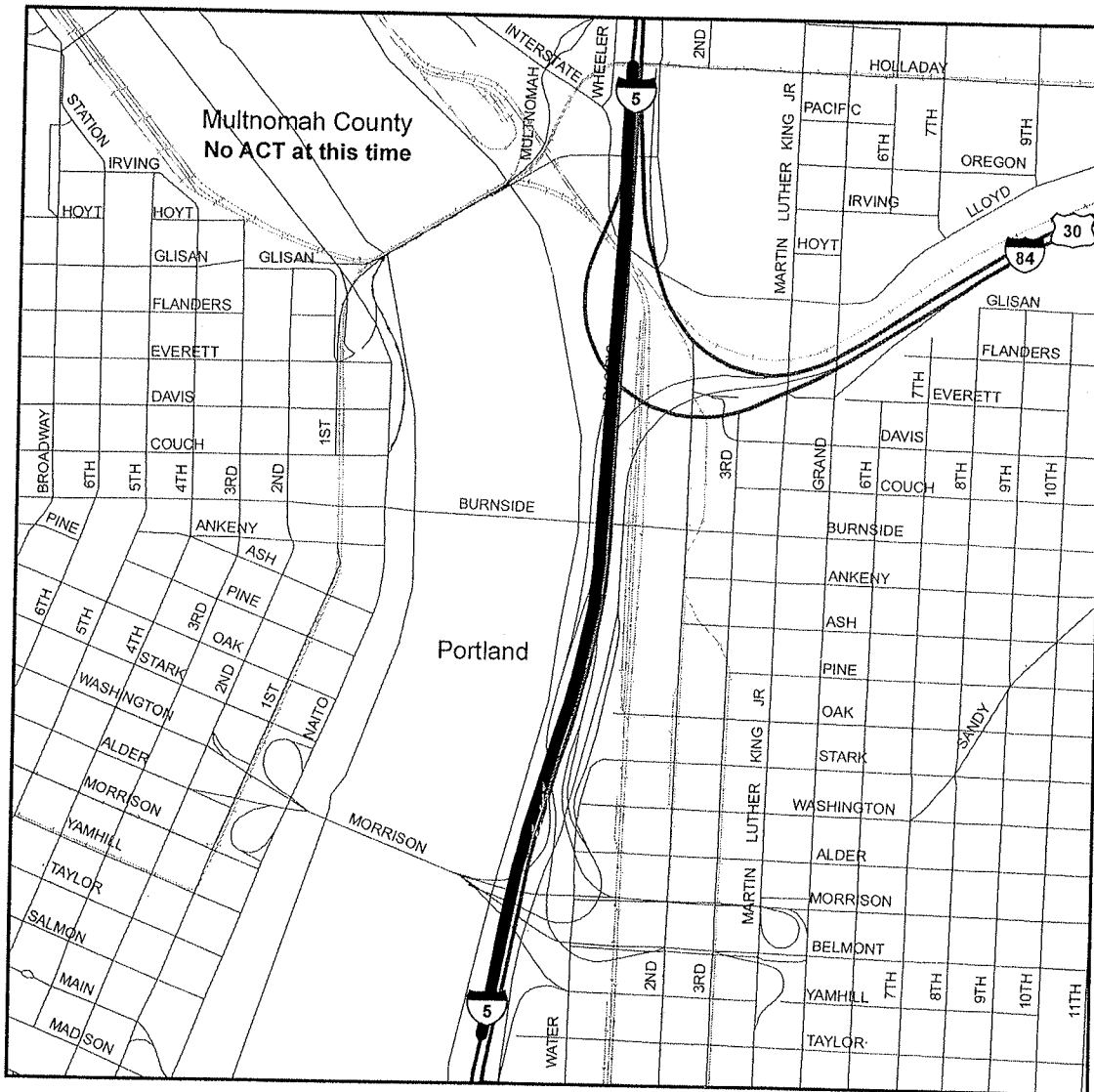
State Contact:

Robyn Bassett
ODOT, Project Leader
123 NW Flanders Street
Portland, OR 97209
503.731.8469
Robyn.bassett@odot.state.or.us

EXHIBIT A – PROJECT LOCATION MAP
Misc. Contracts & Agreements - No. 27034

PROJECT LOCATION

ODOT REGION 1



- SITE LOCATION**
- LEGEND**
- STATE HIGHWAY CLASSIFICATION
- INTERSTATE
 - STATEWIDE
 - REGIONAL / DISTRICT
- REGIONAL BOUNDARY
- COUNTY BOUNDARY
- ACT BOUNDARY

I-5: HOLLADAY - MARQUAM
KEY NO. 15140

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0 0.1 Miles

PRODUCED BY ODOT - GIS UNIT
(503) 986-3154 - APRIL 2009
GIS No. 23-52

EXHIBIT B – SCOPE, SCHEDULE AND BUDGET

Misc. Contracts & Agreements - No. 27034

Page 1 of 2

**I-5: Holladay-Marquam (Pavement Preservation and Joint Replacement Project
K#15140)**

**Scope, Schedule and Budget: Traffic Control Design Review, and Monitoring
Assistance Provided by the City of Portland**

Task 1: Provide traffic control related consultation and traffic control plan review during project design and during construction as needed.

Task Schedule: This task is to happen during project design and construction.

Task Cost: Task cost to total no more than \$5,320. This amount is estimated as follow:
15 meetings (design + TC meeting) x 2 staff x 2 hours/person x \$70/hour = 4,200 Traffic
engineering review: 8 reviews x 1 staff x 2 hours x \$70/hour = \$1120.

Task 2: Attend pre freeway closure meeting for up to 15 meetings by traffic supervisory personnel(s) in charge of the traffic signal timing and adjustment.

Task Schedule: This task will happen one or two weeks prior to full freeway closures that are expected to happen in the summer of 2012. Exact date, time, and place of the meeting are to be determined by project contractor. The duration of the meeting is estimated to be no longer than two (2) hours per meeting, up to four (4) meetings.

Task Cost: Task cost to total no more than \$2,800. This amount is estimated as follow:
10 meetings x 2 staff x 2 hours/person x \$70/hour = \$2,800

Task 3: During freeway closures, provide two (2) traffic signal staffs on site during the first 24 hours of freeway closure of up to four (4) closure occurrences to assist with traffic control monitoring, recommendation, and adjust signal timing as needed based on actual traffic flow condition along the detour routes. Also, reset the signal timing back to pre-existing condition after the freeway reopened.

Task Schedule: This task will happen up to four (4) weekends in the summer of 2012. Exact dates and time are to be determined by project contractor. Each weekend closure is expected to begin at 10:00 pm on Friday evening and end by 5:00 am the following Monday morning.

Task Cost: Task cost to total no more than \$16,800. It is estimated as follow: 24 hours/weekend x 4 weekends x 2 staff x \$70/ hour = \$13,440. Reset signal timing: 12 hours x 4 weekends x 1 staff x \$70/hour = \$3,360.

Task 4: Provide one traffic engineering staff to determine traffic signal timing and adjustment along the congested detour routes due to freeway closures and field observation. This task can be required prior to the closure and during the closure as needed.

Task Schedule: This task can happen prior to freeway closure or during the closure weekends of summer 2012. Traffic engineering time requires to determining signal timing adjustment for this task depends on actual traffic flow condition as observed along the detour routes.

Task Cost: Task cost to total no more than \$11,200. This amount is estimated as follow:
 $160 \text{ hours} \times 1 \text{ staff} \times \$70/\text{hour} = \$11,200.$

Total cost for traffic control design review, traffic monitoring assistance, and signal timing adjustment during construction provided by the City of Portland is estimated at:

Task 1:	\$5,320
Task 2:	\$2,800
Task 3:	\$16,800
Task 4 :	\$11,200

➔ **Total** not to exceed \$36,120 for labor hours of approximately 516 hours.

ORDINANCE No.

*Authorize an Intergovernmental Agreement with Oregon Department of Transportation to perform traffic control and consultation for the Marquam Bridge Paving Preservation project. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The Marquam Bridge is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). The State has a preservation project on the portion of Marquam Bridge from Interstate I-5 to NE Holladay St to restore the quality of the overlay of the existing continuously reinforced concrete pavement. The surface is old and has carried traffic volumes in excess of its design life expectancy. During the paving of this section of freeway Oregon Department of Transportation (ODOT) will close the freeway for four weekends. Due to the high volumes of traffic use for this portion of Highway, ODOT and the Portland Bureau of Transportation (PBOT) are working to mitigate disruption of traffic flow detoured on and off the Marquam Bridge.
2. ODOT will contribute a total of \$36,120.00 for PBOT to provide traffic control and consultation during the freeway closure and detour on City streets.
3. The Bureau's level of confidence in the cost estimates for this project is moderate. The project scope and specifications nearly complete but still subject to change.

NOW, THEREFORE, the Council directs:

- a. The Commissioner-in-Charge and the Auditor are hereby authorized to enter into an Intergovernmental Agreement with the Oregon Department of Transportation to fund traffic consultation of the project identified above, in substantially similar form to the Agreement attached to the original of this Ordinance, and by reference made a part hereof.

Section 2. The Council declares an emergency exists because as soon as this IGA is approved ODOT will go to bid and PBOT will start work on traffic consultation because ODOT would like to complete this project by the end of this summer; therefore, this Ordinance shall be in full force and effect from and after its passage by Council.

Passed by the Council,

LaVonne Griffin-Valade
Auditor of the City of Portland
By

Commissioner Sam Adams
Prepared by: Winston Sandino:slg
Date Prepared: August 2nd, 2010

DEPUTY

1158 -

Agenda No.
ORDINANCE NO.
Title

*Authorize an Intergovernmental Agreement with Oregon Department of Transportation to perform traffic control and consultation for the Marquam Bridge Paving Preservation project. (Ordinance)

<p>INTRODUCED BY Commissioner/Auditor: MAYOR SAM ADAMS <i>on behalf of Mayor Adams</i> COMMISSIONER APPROVAL</p> <p>Mayor—Finance and Administration - Adams</p> <p>Position 1/Utilities - Fritz</p> <p>Position 2/Works - Fish</p> <p>Position 3/Affairs - Saltzman</p> <p>Position 4/Safety - Leonard</p> <p>BUREAU APPROVAL Bureau: Bureau of Transportation Group Manager: Greg Jones Development & Capital Program Other: <i>Greg Jones</i> Prepared by: Winston Sandino Date: August 2nd, 2010</p> <p>Financial Impact Statement Completed <input checked="" type="checkbox"/> Amends Budget <input type="checkbox"/> Not Required <input type="checkbox"/></p> <p>Portland Policy Document If "Yes" requires City Policy paragraph stated in document. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Council Meeting Date AUGUST 18, 2010</p> <p>City Attorney Approval <i>[Signature]</i></p>	<p>CLERK USE: DATE FILED <u>AUG 13 2010</u></p> <p style="text-align: right;">LaVonne Griffin-Valade Auditor of the City of Portland</p> <p>By: <i>[Signature]</i> Deputy</p> <p>ACTION TAKEN:</p> <p style="font-size: 1.2em; color: blue;">AUG 18 2010 REFERRED TO COMMISSIONER OF FINANCE AND ADMINISTRATION</p>
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AGENDA
<p>TIME CERTAIN <input type="checkbox"/></p> <p>Start time: _____</p> <p>Total amount of time needed: _____ (for presentation, testimony and discussion)</p>
<p>CONSENT <input checked="" type="checkbox"/></p>
<p>REGULAR <input type="checkbox"/></p> <p>Total amount of time needed: _____ (for presentation, testimony and discussion)</p>

FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
		YEAS	NAYS
1. Fritz	1. Fritz		
2. Fish	2. Fish		
3. Saltzman	3. Saltzman		
4. Leonard	4. Leonard		
Adams	Adams		