

APPROVED: L. E. George
MCH:pf
2/27/80

Misc. Contracts & Agreements
No. 5923

CONSTRUCTION-FINANCE AGREEMENT

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, Highway Division, hereinafter referred to as "State"; and the CITY OF PORTLAND, a municipal corporation within the State of Oregon, acting by and through its designated City Officials, hereinafter referred to as "City".

W I T N E S S E T H

RECITALS

1. The Pacific Highway, State Primary Highway No. 1 (I-5), is a part of the Federal Aid Interstate Highway System under the jurisdiction and control of the Oregon Transportation Commission, and Greeley Avenue is a part of the Federal Aid Urban System network under the jurisdiction and control of the City of Portland and has been designated as FAU Route No. 9945.
2. By the authority granted in ORS 366.775, State and City may enter into agreements for the construction, reconstruction, improvement, or repair of any street, highway or road upon such terms and conditions as are mutually agreeable. Under said authority, State and City plan and propose to construct the Greeley Avenue/I-5 Interchange, hereinafter referred to as "project". The location and limits of said project are approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. The project will be financed with Federal Aid Interstate Funds and local matching funds provided by City with no expense to State.
3. It is proposed that the project will consist of all work necessary to construct (1) a Southbound on-ramp from Greeley Avenue to I-5, grade separated from Interstate Avenue, and (2) a Northbound to Westbound off-ramp from I-5 to Greeley Avenue, grade separated across Interstate Avenue. An additional Southbound lane will be provided on I-5. The project will include traffic signals, illumination and landscaping. Right-of-way will be acquired as a participating cost of the project. State will provide construction engineering services. All engineering, right-of-way acquisition, eligible utility relocations and construction work shall be included in the total costs and participation.

4. State and City recognize that this project is part of an overall effort to relieve congestion, reduce travel time, decrease air pollution and improve operation of the freeway and adjacent city streets with principal benefits accruing to the residents of the City of Portland and the city street system.

5. By the authority granted in ORS 366.425, as amended by Chapter 365, Oregon Laws, 1979, any county or city may deposit monies, or an irrevocable letter of credit, for performance of work upon any public highway within the state. When any money or a letter of credit is deposited, the state shall proceed with the project. Money so deposited shall be disbursed for the purpose for which it was deposited.

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

STATE OBLIGATIONS

1. State shall submit a program to the Federal Highway Administration with a request for approval of all engineering services, right-of-way acquisition, eligible utility relocations, and construction for the project. Said program shall include services of both State and City. State shall notify City in writing when authorized to proceed with each phase of the project.

2. State shall arrange conferences with City during construction of the project to review the work in progress and assure conformance with City's project request. As a minimum, a pre-construction conference shall be arranged prior to proceeding with the contract work and at any time alternates are to be considered. State shall submit final plans and estimates for review and approval prior to advertising for contract bids.

3. State shall, as a participating expense, acquire the necessary right-of-way, obtain all permits, prepare the contract documents, advertise for bids, award all contracts, furnish all construction engineering, material testing, technical inspection and resident engineer services for administration of the contract and, upon completion of construction, thereafter perform all necessary roadway maintenance operations on that portion of the project related to the State Highway System.

4. State shall, upon receipt of itemized statements for 100 percent of actual costs incurred by City on behalf of the project, promptly reimburse City for 100 percent of said costs. Statements may be submitted on a monthly basis.

5. State shall, in the first instance, pay all costs of the project, submit all claims for federal aid participation to the Federal Highway Administration in the normal manner, compile accurate cost accounting records and upon completion of the project, furnish City with an itemized statement of the actual cost of the project.

CITY OBLIGATIONS

1. City shall not undertake any phase of the project prior to receiving written authorization from State. All work and records of such work shall be in conformance with Federal statutes, regulations and the Oregon Action Plan.

3. City shall, as a participating expense, assign a liaison engineer to assure that construction of the project is in conformance with applicable City requirements. The liaison engineer shall act as the coordinator between State and the various interested City Bureaus and Departments during construction of the project.

3. City shall, prior to proceeding with each phase of work covered by this agreement, forward to State an advance deposit, or irrevocable letter of credit, in an amount equal to 100 percent of the difference between the estimated total cost of said work and the amount anticipated to be contributed by the Federal Highway Administration. When the actual total cost of the project has been computed, an adjustment will be made in the City share of matching costs.

4. City shall present properly certified bills for 100 percent of actual costs incurred by City directly to the State Resident Engineer for review and approval. Said bills shall be in a form acceptable to State and documented in such a manner as to be easily verified. Billings shall be presented for periods of not less than one month duration, based on actual expenses to date.

5. City shall relocate, or cause to be relocated, all utility conduits, lines, poles, mains, pipes and such other facilities where such relocation is necessary in order to conform said utility and other facilities with the plans and ultimate requirements of the project. Only those utility relocations which are eligible for federal participation under Federal Aid Highway Program Manual, Volume 1, Chapter 4, Section 4, shall be included in the total project costs and participation; all other utility relocations shall be at the sole cost of City or others.

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

7. City hereby accepts responsibility for any claims for damages from grade changes requested by City. Approval of plans shall be considered a request for a grade change.

8. Upon completion of the project, City shall not permit any encroachment upon the project right-of-way which will cause more than a temporary obstruction to the free and convenient flow of traffic over the project; and City shall not impose any regulations of traffic which shall unduly hinder the flow of traffic upon the project by granting preference to traffic entering from other intersecting roads or streets.

9. City shall, upon completion of said project, control all parking on this project. In compliance with various rules, regulations and policies pertaining to the Federal Aid Highway System, City shall obtain prior approval for any future changes, including traffic-control measures, that may affect the operation of that portion of the Federal Aid Highway System which is covered by this agreement.

10. Upon completion of the project, City shall thereafter at its own cost and expense, maintain and operate that portion of the project lying outside State jurisdiction in a manner satisfactory to State and/or the Federal Highway Administration.

11. City shall, in the first instance, perform all necessary maintenance operations associated with the traffic signal equipment and pay all costs of electrical energy consumed in operation of the equipment. The costs of maintenance and power shall be shared by State and City as negotiated on an annual basis.

12. City agrees that should it cancel or terminate the project prior to its completion, it will reimburse State for any costs that have been incurred by State in behalf of the project.

13. City shall adopt a resolution authorizing its City Officials to enter into this agreement and the same shall become a part hereof and attached hereto.

GENERAL PROVISIONS

1. The parties hereto mutually agree and understand that City shall contribute 100 percent of the difference between the actual total cost of the project and the amount contributed by the Federal Government.

2. The parties hereto agree and understand that they will comply with all applicable Federal and State statutes and regulations, including but not limited to: Title 6, U.S.C., Civil Rights Act; Title 18, U.S.C., Anti-Kickback Act; Title 23, U.S.C., Federal Aid Highway Act; Titles 2 and 3 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; the Oregon Action Plan; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102, Attachments G and P.

3. Provisions of State and federal law applicable to public contracts and agreements of this type are hereby incorporated by reference as if fully set forth herein.

4. State and City mutually agree and understand that jurisdictional responsibilities will not be altered by reason of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written. City has acted in this matter pursuant to Ordinance No. _____, adopted by its City Council on the _____ day of _____, 19____.

This project was approved by the Oregon Transportation Commission on October 24, 1979, at which time the State Highway Engineer was authorized and directed to sign the necessary agreements for and on behalf of the Commission. Said authority is set forth in the Minutes of the Oregon Transportation Commission.

APPROVAL RECOMMENDED

Asst. State Highway Engineer

Metropolitan Administrator

APPROVED AS TO FORM

City Attorney

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

State Highway Engineer

Date _____

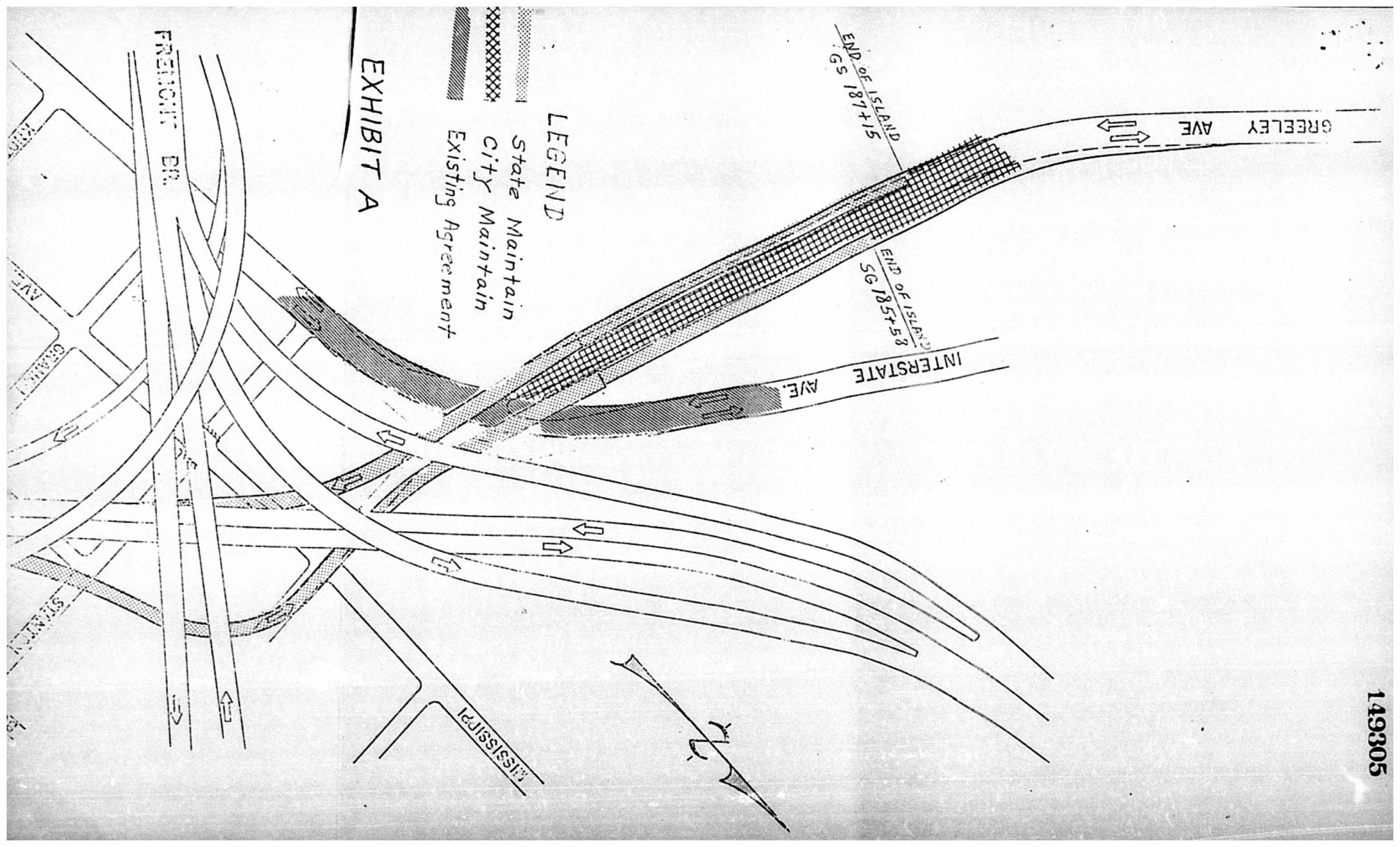
CITY OF PORTLAND, by and through
its designated City Officials

By _____

Auditor

By _____

Commissioner of Public Works



LEGEND

- State Maintain
- City Maintain
- Existing Agreement

EXHIBIT A

FREMONT DR.

END OF ISLAND
5S 187+15

END OF ISLAND
5G 185+58

INTERSTATE AVE.

GREELEY AVE

SYRACUSE ST.

GRAND AVE.

An Ordinance authorizing the City to enter into a revised agreement with the Oregon Department of Transportation providing for construction of the Greeley/I-5 ramp connections, repealing Ordinance No. 149082, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. That by Resolution No. 31543, passed March 19, 1975, the City requested inclusion of the N Greeley Avenue ramps (FAU route 9945) to I-5 in the Columbia Region Association of Governments (CRAG) Transportation Improvement Program.
2. Ordinance 142561, passed by Council September 26, 1976, authorized Agreement 15707 providing for preliminary engineering for this project.
3. Resolution 32237, adopted by Council on September 14, 1978, recommended construction of alternate 3.
4. Ordinance 148672, passed by Council October 24, 1979, authorized execution of an agreement providing for the acquisition of right-of-way for the project.
5. The current estimated construction cost is approximately \$10,000,000.
6. The 1981-82 budget of the Bureau of Street and Structural Engineering will need to include an amount equal to approximately 8% of the estimated construction cost.
7. In order for the State to proceed with right-of-way acquisition, the State must provide the Federal Highway Administration with a construction agreement showing intent to construct the project.
8. Ordinance No. 149082, passed by Council January 30, 1980, authorized execution of a construction agreement providing for construction of the project with Interstate Transfer funds, which required a local match of 15%.
9. The FHWA has now authorized construction of the project with Federal Aid Interstate Highway funds for which a local match of approximately 8% is required.
10. An agreement similar in form to the agreement attached to the original of this Ordinance will allow right of way work to proceed.

ORDINANCE No.

NOW, THEREFORE, the Council directs:

- a. By this Ordinance, the Auditor and the Commissioner of Public Works are authorized to sign, on behalf of the City, an agreement similar in form to the agreement attached to the original of this Ordinance, marked Exhibit "A," and by this reference made a part hereof.

Section 2. The Council further directs:

- a. Ordinance No. 149082 is repealed and the agreement authorized by that Ordinance is superceded by this agreement.

Section 3. The Council declares that an emergency exists in order to avoid undue delay in obtaining Federal approval to acquire right-of-way and subsequently construct this project, and therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Ordinance No. 149305

ORDINANCE No. 149305

Title

and declaring an emergency.
 Ordinance No. 149305
 of Transportation providing
 agreement with the Oregon
 authorizing the City to enter

MAR 14 1980

GEORGE AYERD/MAY

MAYOR OF THE CITY OF PORTLAND

[Handwritten signature]
 Mayor of the City of Portland

Passed by the Council,

MAR 19 1980

Commissioner Mike Lindberg
 Steve Riddell:mmc
 March 10, 1980

Attest:

[Handwritten signature]
 Mayor of the City of Portland

[Handwritten signature]
 Auditor of the City of Portland

Calendar No. 956

ORDINANCE No. 149305

Title

An Ordinance authorizing the City to enter into a revised agreement with the Oregon Department of Transportation providing for construction of the Greeley/1-5 ramp connections, repealing Ordinance No. 149082, and declaring an emergency.

INTRODUCED BY
Commissioner Mike Lindberg

NOTED BY THE COMMISSIONER

Affairs
Finance and Administration
Safety
Utilities
Works **MLL/mjt**

BUREAU APPROVAL

Bureau: Street & Structural Engineering
Prepared By: Steve Riddell
Date: 3-10-80

Budget Impact Review: Completed Not required

Bureau Head: **DL Vargas**
David Vargas, Acting Chief

NOTED BY

City Attorney

City Auditor

City Engineer Approved: **John M. Lang**

John M. Lang, Acting City Engr.

GEORGE YERKOVICH

Auditor of the CITY OF PORTLAND

George Yerkovich
Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:

	Yeas	Nays
Ivancie	1	
Jordan	1	
Lindberg	1	
Schwab	1	
McCready		1

FOUR-FIFTHS CALENDAR

Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

Filed **MAR 14 1980**

149305