

MCH:pf
3/13/80

Misc. Contracts & Agreements
No. 7280

PRELIMINARY ENGINEERING AGREEMENT
INTERSTATE TRANSFER PROJECT

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. 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, road or bridge upon such terms and conditions as are mutually agreeable to the contracting parties. Under said authority, State and City plan and propose to conduct the Powell Butte/Mt. Scott Transportation Study, hereinafter referred to as "project". The location of said project is 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 Interstate Transfer (e)(4) Funds and local matching funds provided by the City of Portland with no expense to State.

2. 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, with the Department of Transportation 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.

3. It is proposed that the project will consist of all work necessary to conduct the Powell Butte/Mt. Scott Transportation Study. The Study will involve development of specific improvement projects for the Arterial and Neighborhood Collector Street System, designed to improve general circulation within the Powell Butte/Mt. Scott Study Area. The end product of the study will be a cohesive program of interrelated projects ready for ~~final~~ design and construction. The City will conduct all phases of the Study.

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 federal aid participation in all phases of preliminary engineering. Said program shall include services to be provided by both State and City. State shall notify City in writing when authorized to proceed with each phase of the work.
2. State shall, as a participating expense, assign a liaison engineer to provide advice and guidance to City during development of the project. All billings received from City must be approved by the liaison engineer prior to presentation to the Highway Division Accounting Office for payment.
3. State shall review and process any required environmental statements, and review and approve all preliminary plans, specifications and estimates received from City.
4. State shall prepare an estimate of cost for preliminary engineering services to be provided by State and furnish copies of said estimate to City. The actual cost of services to be provided by State will be included in the total project costs and, when the actual total cost of the project has been computed, the City matching share of said costs will be billed.
5. Upon receipt of monthly approved itemized statements for 100 percent of actual costs incurred by City on behalf of the project to date, State shall promptly reimburse City for 85 percent of said costs.
6. 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, when the actual total cost of the project has been computed, furnish City with an itemized statement of said costs.

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 will be in conformance to Federal statutes, regulations and the Oregon Action Plan.
2. City shall assign the City Engineer and his staff to be in responsible charge of the project, and to review, approve and forward to the State Liaison Engineer all billings due the City.
3. City shall conduct the necessary field surveys and traffic investigations, perform all work necessary to develop alternative solutions to traffic congestion and circulation problems and prepare a preliminary design report. The preliminary design report shall include an analysis of the various alternate solutions, and shall identify projects for future construction and their appropriate funding sources.
4. City shall forward to State, through its Metropolitan Administrator, five copies of the completed preliminary design report.

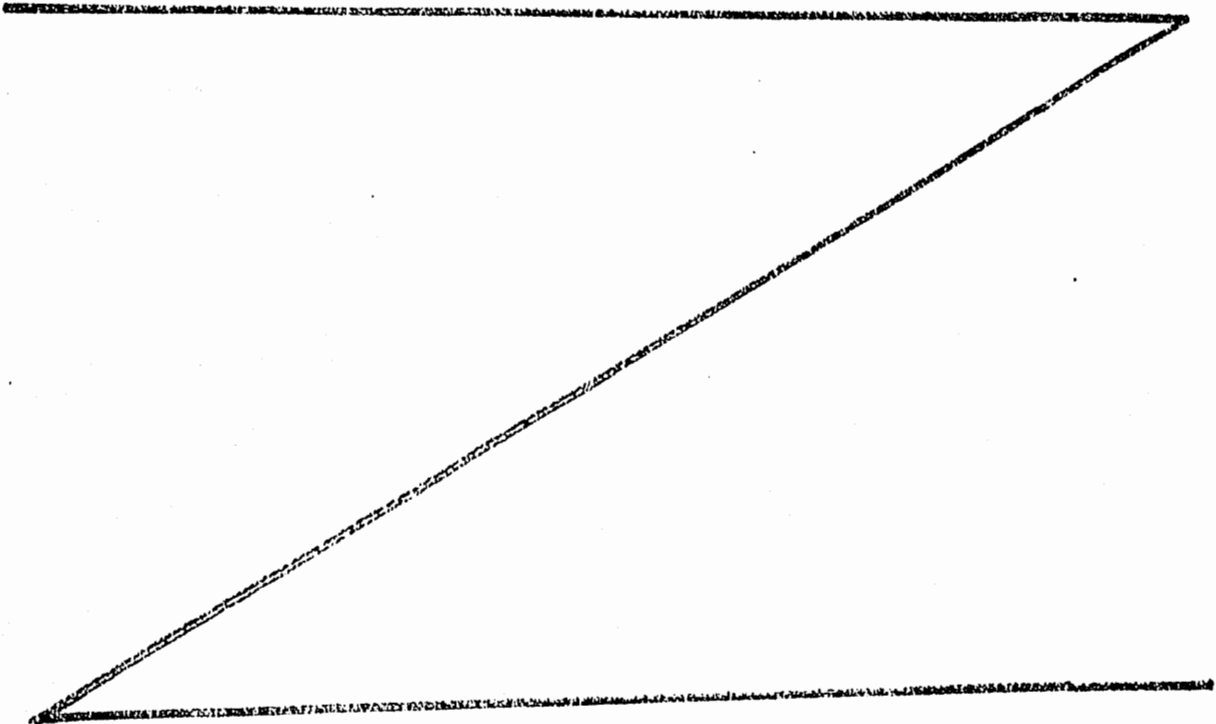
5. City shall, on a monthly basis, present properly certified bills for 100 percent of the actual costs incurred by City on behalf of the project directly to the State Liaison Engineer for review and approval. Said bills shall be in a form acceptable to State and documented in such a manner as to be easily verified. Billings shall be presented for periods of not less than one month duration, based on actual expenses to date. City shall be reimbursed for 85 percent of said eligible expenses. City's actual costs, direct and indirect, shall be those allowable under the provisions of Federal Management Circular 74-4 and OMB Circular A-102, Attachments G and P.

6. 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 on behalf of the project.

7. City shall adopt an ordinance authorizing its designated City Officials to enter into and execute this agreement, and the same shall be attached hereto and become a part hereof.

GENERAL PROVISIONS

1. The parties hereto mutually agree and understand that City shall contribute 100 percent of difference between the actual total cost of the project and the amount contributed by the Federal Highway Administration, with no expense to State.



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; and the Oregon Action Plan.

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.

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 _____, 1980.

This project was approved by the State Highway Engineer on February 8, 1980, under delegated authority from the Oregon Transportation Commission.

The Oregon Transportation Commission, by a duly adopted delegation order, authorized the State Highway Engineer to sign this agreement 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

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

State Highway Engineer

Date _____

Metropolitan Administrator

CITY OF PORTLAND, by and through
its designated City Officials

APPROVED AS TO FORM

City Attorney

By _____
Mayor

By _____
Commissioner of Public Works

POWELL BUTTE
PORTLAND
Pop. 375,000

SCOUTER MTR.

PROPOSED PROJECT

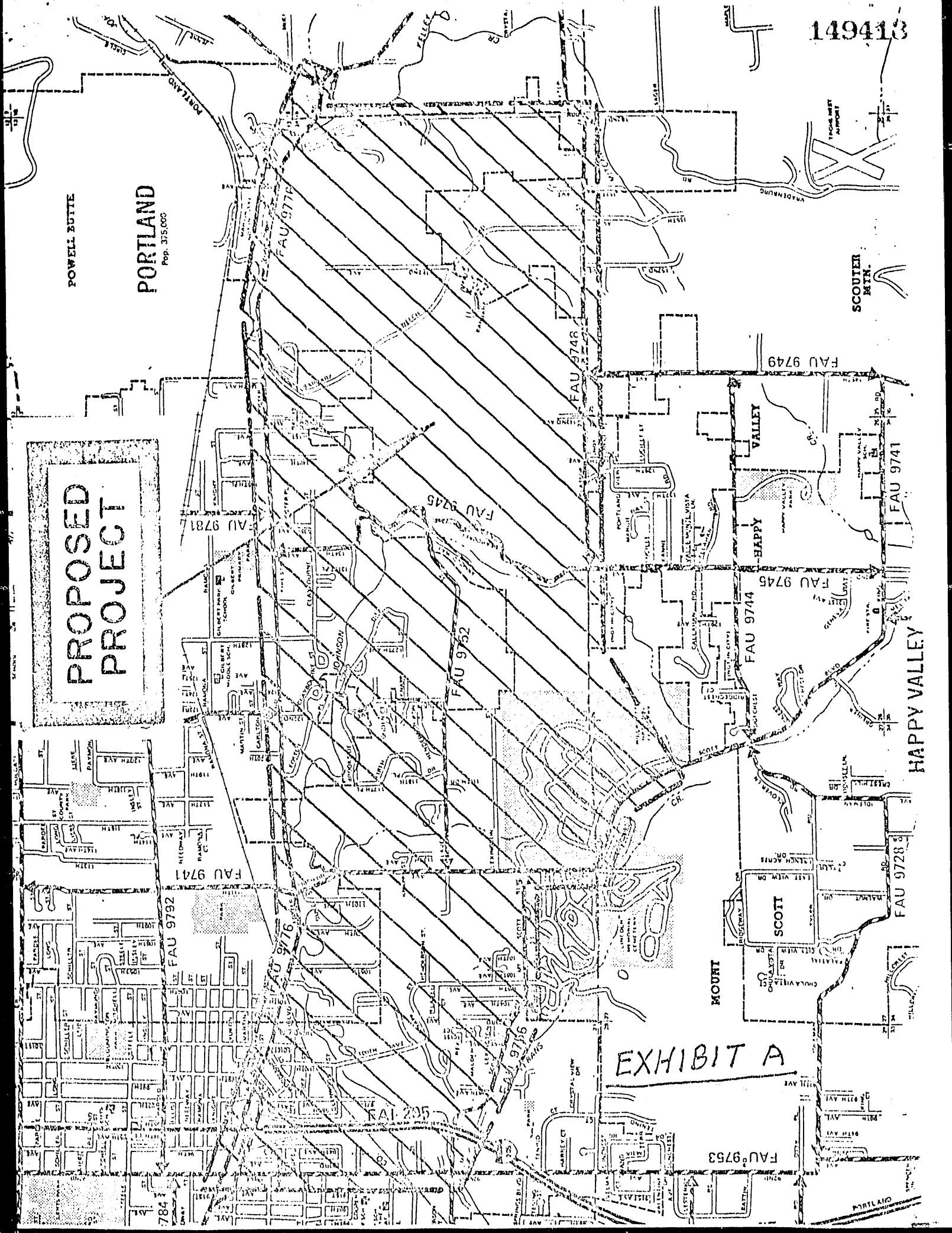


EXHIBIT A

HAPPY VALLEY

MOUNT

SCOTT

FAU 9753

FAU 9728

FAU 9741

FAU 9749

FAU 9748

FAU 9774

FAU 9781

FAU 9745

FAU 9752

FAU 9744

FAU 9745

FAU 9792

FAU 9791

FAU 9776

FAU 9756

FAU 9755

784

PORTLAND

ORDINANCE NO. **149413**

An Ordinance authorizing the City to enter into an agreement with the Oregon Department of Transportation providing for development of an improvement program for the Powell Butte - Mt. Scott area and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. Development of a coordinated program of Transportation Improvement Projects has been identified as a requirement for the Powell Butte - Mt. Scott area prior to programming individual projects for the area.
2. The 1980-81 FY budget of the Bureau of Street and Structural Engineering identifies the Powell Butte - Mt. Scott Study as a project which may be constructed utilizing I-505 withdrawal funds.
3. The Metropolitan Service District has approved utilization of I-505 withdrawal funds for this project.
4. The Oregon Department of Transportation (ODOT) has prepared an agreement for Council approval providing for study and development of a system of coordinated improvement projects for the area.

NOW, THEREFORE, the Council directs:

- a. That the Commissioner of Public Works and the Auditor are authorized to execute, on behalf of the City, an agreement similar in form to the agreement attached to the original of this Ordinance and by this reference made a part hereof.
- b. The City Auditor is directed to forward four copies of the Ordinance and of the executed agreement to the Oregon Department of Transportation, Metropolitan Division, 5821 N.E. Glisan, Portland, Oregon 97213, attention Jon Rose.

ORDINANCE No.

Section 2. The Council declares that an emergency exists because this agreement is needed in order to avoid further delay to implementing design and construction of improvements required to serve this area; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Calendar No. 1334

ORDINANCE NO. 149413

June

An Ordinance of the City of Portland, Oregon, to amend Chapter 10.01 of the City Code to provide for the immediate implementation of certain improvements to the street frontage of the property owned by the City of Portland, Oregon, and to provide for the immediate implementation of certain improvements to the street frontage of the property owned by the City of Portland, Oregon, and to provide for the immediate implementation of certain improvements to the street frontage of the property owned by the City of Portland, Oregon.

APR 9 1980

OFFICE OF THE CLERK

Passed by the Council, APR 9 1980
Commissioner Mike Lindberg
Steve Riddell:hmc
4/1/80

Orville B. Benson
Mayor of the City of Portland

Attest:

Serg. Johnson
Auditor of the City of Portland

Calendar No. 1211

ORDINANCE No. 149413

Title

An Ordinance authorizing the City to enter into an agreement with the Oregon Department of Transportation providing for development of an improvement program for the Powell Butte - Mt. Scott area and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie	/	
Jordan	/	
Lindberg	/	
Schwab		
McCready		

F

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
Commissioner Mike Lindberg

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities
Works <i>ML/ST</i>

BUREAU APPROVAL
Bureau:
Street & Structural Engineering
Prepared By: <i>S. R. ...</i> Date: <i>hmc 4/1/80</i>
Budget Impact Review:
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>D. Vargas</i>
David U. Vargas, Acting Chief

NOTED BY
City Attorney
City Auditor
City Engineer <i>John M. Lang, P.E.</i> Acting Public Engineer
By <i>John M. Lang</i>

Filed APR 4 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *Gordon Powell*
Deputy

11-10-80