

Approved: L. E. George
MCH:pf
6/24/80

Misc. Contracts & Agreements
No. 7320

PRELIMINARY ENGINEERING AND
CONSTRUCTION-FINANCE 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. N.W. Front 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. 9300.
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 so deposited, the state shall proceed with the proposed project. Money so deposited shall be disbursed for the purpose for which it was deposited.
3. 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 design and construct the 26th Avenue - Glisan Street Section of N.W. Front Avenue, 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 with the required 15 percent local matching funds to be provided by the City of Portland at no expense to State.
4. It is proposed that the project will consist of all work necessary to reconstruct a 2.3 mile segment of Front Avenue. The project will provide a four-lane curbed section with a left-turn median and sidewalks. Traffic signals will be installed at warranted locations and illumination will be provided. Right-of-way will be acquired as a participating cost of the project. The City will perform preliminary and construction engineering.

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 federal aid participation in all engineering, right-of-way acquisition, eligible utility relocations and construction work for the project. No work shall proceed on the project until said approval has been obtained. 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 and to monitor the work in progress for compliance with acceptable procedures, standards and related report forms during development and construction 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, as a participating preliminary engineering function, review and process any required environmental statements, review and approve preliminary plans, specifications and estimates received from City, prepare the contract documents, advertise for bids, and award all contracts.

4. State shall, as a participating construction engineering function, perform all laboratory testing of materials, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during construction of the project.

5. State shall prepare an estimate of cost for preliminary engineering services to be provided by State and furnish City with a copy of said estimate. 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, City will be billed for the matching share of said costs.

6. State shall, upon receipt of monthly approved itemized statements for 100 percent of actual costs incurred by City on behalf of the project, promptly reimburse City for the full amount of federal aid participation in said costs.

7. 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 work prior to receiving written authorization from State. All work and records of such work shall 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. City shall certify that all materials used are in substantial compliance with the controlling specifications and that the completed project meets the quantity requirements of the contract.

3. City shall conduct the necessary field surveys and traffic investigations, obtain all permits, perform all preliminary engineering and design work necessary to prepare preliminary plans, specifications and estimates and, upon award of a contract, furnish all construction engineering, field testing of materials, technical inspection and resident engineer services for administration of the contract.

4. City shall obtain the necessary right-of-way, including any easements that may be required for construction of the project. City may request State to perform the right-of-way acquisition function subject to execution of a supplemental service agreement.

5. City shall forward to State, through its Metropolitan Administrator, all preliminary plans, specifications and estimates and all pertinent field data for use by State in preparation of the contract documents. Plans shall be submitted on "federal-aid" sheets as prescribed by State.

6. City shall present properly certified bills for 100 percent of 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 the full amount of federal aid participation in 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.

7. 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 the amount of 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 matching share of costs. In the event that City elects to perform certain phases of the work with its own forces, no advance deposit will be requested for said work nor will an advance deposit for preliminary engineering services to be provided by State be requested if the anticipated amount is less than \$2,500. City will be billed for its share of local matching funds upon completion of the preliminary engineering phase.

8. 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.

9. 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.

10. 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.

11. City shall, upon completion of said project, control all parking on this project. Any alterations in regard to traffic control measures shall have concurrence of State.

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

13. 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.

14. City shall adopt an ordinance authorizing its City Officials to enter into 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 the difference between the actual total cost of the project and the amount contributed by the Federal Highway Administration.

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; and Titles 2 and 3 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

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 that State may, at City's request, obtain the necessary right-of-way and easements for construction of the project. Said right-of-way acquisition may be considered a part of the project eligible for federal aid, and shall be subject to execution of a supplemental service agreement setting forth the terms and conditions of State and City activities.

5. State and City also mutually agree and understand that if any parcel of real property purchased with federal aid participation is no longer needed for right-of-way, or other public purposes, the sale, transfer or exchange of such property shall be subject to applicable Federal and State statutes, rules and regulations which are in effect at the time of disposition. Reimbursement to State of the required proportionate share of the fair market value may be required.

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 June 9, 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

Region Engineer

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

State Highway Engineer

APPROVED AS TO FORM

City Attorney

CITY OF PORTLAND, by and through
its designated City Officials

By _____
Auditor

By _____
Commissioner of Public Works

PROPOSED PROJECT



ORDINANCE No. 150077

An Ordinance authorizing the City to enter into an agreement with the Oregon Department of Transportation providing for preliminary engineering, construction and finance of N.W. Front Avenue between approximately 26th Avenue and Glisan Street and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The Northwest Industrial Neighborhood Association has requested full improvement of Front Avenue between the Wacker Siltronics Plant and the N.W. Glisan Street in order to provide adequate access for industry fronting N.W. Front Avenue,
2. N.W. Front Avenue has been improved except for the section between N.W. 26th Avenue and N.W. Glisan Street,
3. Improvement and reconstruction of N.W. Front Avenue between N.W. 26th Avenue and N.W. Glisan Street utilizing I-505 withdrawal funds has been authorized by the Metropolitan Service District.
4. Funds for preliminary engineering have been included in the 1980-81 FY Budget of the Bureau of Street and Structural Engineering.
5. The Oregon Department of Transportation has submitted an agreement for City approval providing for preliminary engineering, reconstruction and finance of N.W. Front Avenue between N.W. 26th Avenue and N.W. Glisan Street.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Works and the Auditor are authorized to execute, on behalf of the City, an agreement with the State of Oregon by and through its Department of Transportation, said agreement to be substantially in accordance with the form of agreement marked "Exhibit A" attached to the original of this Ordinance.

Section 2. The Council declares an emergency exists because delay in executing this agreement will result in delay in obtaining Federal approval to begin preliminary engineering, delay in preliminary engineering will result in a delay in starting construction next construction season and may delay completion until the following construction season resulting in public inconvenience and increased construction costs. Therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **JUL 23 1980**
Commissioner Lindberg
July 17, 1980
Dave Vargas

Attest:

Serge J. Tuband
Auditor of the City of Portland

Calendar No. 2661

ORDINANCE No. 150077

Title

An Ordinance authorizing the City to enter into an agreement with the Oregon Department of Transportation providing for preliminary engineering, construction and finance of N.W. Front Avenue between approximately 26th Avenue and Glisan Street and declaring an emergency.

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

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

Filed **JUL 18 1980**

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *Gordon C. Bell*
Deputy

INTRODUCED BY
Commissioner Lindberg

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

BUREAU APPROVAL
Bureau: Street & Structural Engineering
Prepared By: Stephen Riddell
Date: 7-14-80
Budget Impact Review:
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>D. Vargas</i>
David J. Vargas

CALENDAR
Consent
Regular 7-23-80

NOTED BY
City Attorney
City Auditor
City Engineer <i>J. L. Law</i>