

MCH:pf  
5/12/81

Misc. Contracts & Agreements  
No. 7502

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 engage in a preliminary engineering study known as the Sellwood Neighborhood Traffic Diversion Program, 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 produce preliminary designs, cost estimates and a phased implementation plan for a series of projects on arterial streets. The prioritized projects will be coordinated with the McLoughlin Boulevard Corridor project, which is currently being developed. The objective of the proposed projects is to discourage the use of neighborhood streets by through traffic after increasing the capacity of McLoughlin Boulevard. The City will conduct all phases of the preliminary 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 phases of preliminary engineering. No work shall proceed 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 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 the full amount of federal aid participation.
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 work prior to receiving written authorization to proceed from State. All work and records of such work shall be in conformance with Federal statutes, rules and 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, environmental studies and traffic investigations, perform all preliminary engineering and design work required to prepare preliminary plans, specifications and estimates and develop a prioritized list of projects for future construction.
4. 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 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.

5. REQUIRED STATEMENT FOR USDOT FINANCIAL ASSISTANCE AGREEMENT:

If as a condition of assistance the recipient has submitted and the U.S. Department of Transportation has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the U.S. Department of Transportation shall impose such sanctions as noted in Title 49, Code of Federal Regulations, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future U.S. Department of Transportation financial assistance.

The recipient further agrees to comply with all applicable civil rights laws, rules and regulations, including section 504 of the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Act.

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 the 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 \_\_\_\_\_, 1981.

This project was approved by the State Highway Engineer on April 29, 1981 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

\_\_\_\_\_  
Metropolitan Administrator

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

\_\_\_\_\_  
State Highway Engineer

Date \_\_\_\_\_

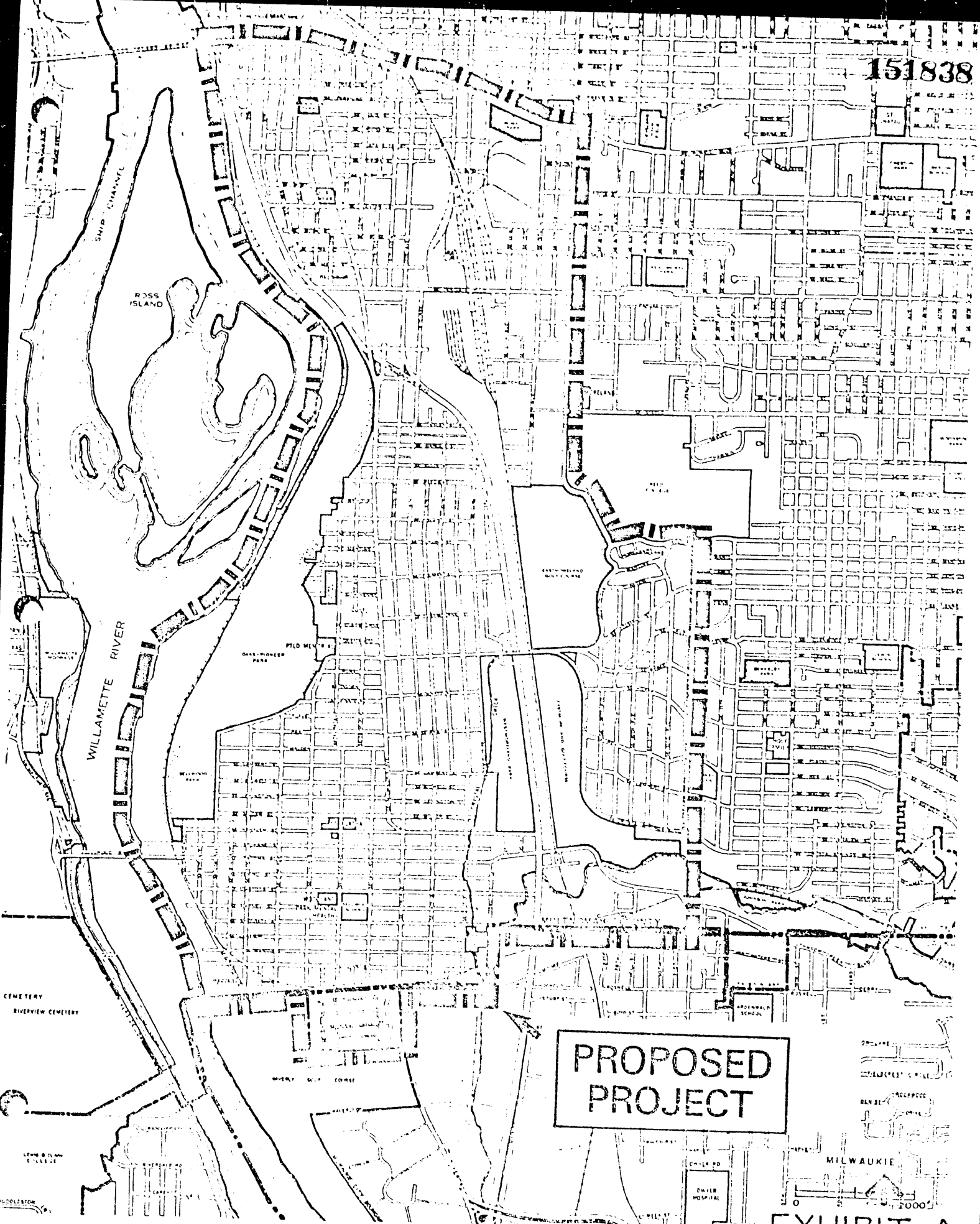
APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

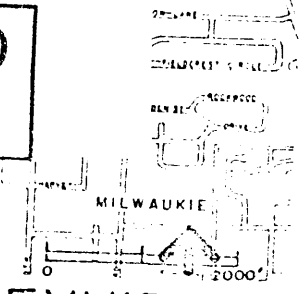
CITY OF PORTLAND, by and through  
its designated City Officials

By \_\_\_\_\_  
Auditor

By \_\_\_\_\_  
Commissioner of Public Works



PROPOSED PROJECT



ORDINANCE NO.

An Ordinance authorizing the City to enter into an agreement with the Oregon Department of Transportation, Highway Division providing for a preliminary engineering study of the Sellwood Neighborhood Traffic Diversion Program and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The Council has identified the McLoughlin Corridor as a Significant Transportation Route requiring improvements to increase capacity.
2. The Council has recognized that increases in the traffic volume in the McLoughlin Corridor will increase the traffic volumes on adjacent City Streets.
3. The Council has authorized a study to determine methods to reduce the impact of this increased traffic load on City neighborhoods adjacent to the McLoughlin Corridor.
4. The Metropolitan Service District, the ODOT and the Federal Highway Administration have authorized a study, funded with Interstate Withdrawal funds to determine methods of dealing with traffic diversion onto adjacent city streets.
5. The Oregon Department of Transportation has prepared an agreement providing for City performance of the study of the Sellwood Neighborhood Traffic Diversion Program and submitted it for City approval.

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 similar in form to the agreement attached to the original of this Ordinance and by this reference made a part thereof.

## ORDINANCE No.

Section 2. The Council declares an emergency exists because this agreement is needed to authorize performance of the study in conjunction with an origin destination study now being performed as part of the McLoughlin Corridor Project; now, therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, ~~JUN~~ 24 1981

Commissioner Mike Lindberg  
Steve T. Riddell:daj

Attest:

  
Auditor of the City of Portland

Calendar No. 2087

ORDINANCE No. 151838

Title

An Ordinance authorizing the City to enter into an agreement with the Oregon Department of Transportation, Highway Division providing for a preliminary engineering study of the Sellwood Neighborhood Traffic Diversion Program and declaring an emergency

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN		
LINDBERG		
SCHWAB		
STRACHAN		
IVANCIE		

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

Filed JUN 18 1981

GEORGE YERKOVICH  
Auditor of the CITY OF PORTLAND

By *George Yerkovich*  
Deputy

INTRODUCED BY
Commissioner Mike Lindberg

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

BUREAU APPROVAL
Bureau: Street & Structural Engineering
Prepared By: Steve T. Ridde11:daj Date: 6/8/81
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>RO Schmidt</i> R. O. Schmidt

CALENDAR	
Consent	Regular <input checked="" type="checkbox"/>

NOTED BY
City Attorney
City Auditor
City Engineer Approved John M. Lang
by: <i>RO Schmidt</i>