

August 30, 1991

Misc. Contracts & Agreement  
No. 8115

City of Portland  
1120 S.W. Fifth Ave.  
Portland, OR 97204

Subject: Supplement Agreement  
I-5 to Rivergate Access Road  
North Marine Drive

Gentlemen and Ladies:

The Oregon State Highway Division (State) and City of Portland (City) entered into a Cooperative Improvement Agreement dated July 16, 1984 concerning the roadway widening, illumination, and signalization of North Marine Drive from I-5 to Rivergate Access Road, "Project".

State and City have now determined that the aforementioned agreement, although remaining in full force and effect, should be supplemented by this agreement in order to include the addition of State funds. Any further reference to said agreement shall include the following:

RECITALS: Paragraph No. 1 reads...

1. For the purpose of furthering the development of a highway system adopted in all particulars to the needs of the people of the State of Oregon, State and City cooperatively plan and propose certain roadway improvements on North Marine Drive (Swift Highway) from I-5 to Rivergate Access Road, hereinafter referred to as "project". The location of the project is approximately as shown on the sketch map attached hereto and 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 to be provided by the City of Portland with no expense to the State.

Shall be changed to read...

1. For the purpose of furthering the development of a highway system adopted in all particulars to the needs of the people of the State of Oregon, State and City cooperatively plan and propose certain roadway improvements on North Marine Drive (Swift Highway) from I-5 to Rivergate Access Road, hereinafter referred to as "project". The location of the project is approximately as shown on the sketch map attached hereto and marked Exhibit A, and by this reference made a part hereof.

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The project will be financed with federal Interstate Transfer Funds (IX), City funds, and funds available to the State. City shall provide the necessary match for the IX funds and State shall provide a lump sum contribution of \$5,440,000. Any additional project costs will be funded by City.

CITY OBLIGATIONS: Paragraph No. 2 reads...

2. City shall prior to proceeding with each phase of work covered by this agreement, forward to State an advance deposit 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. In the event that cost overruns are identified during the course of the project, the State may request additional deposits. When the actual total cost of the project has been computed, an adjustment will be made in the City matching share. In the event that City elects to perform certain phases of the work with its own forces, no advance deposits will be requested for said work. No advance deposit for preliminary engineering services to be provided by State will be requested if the anticipated amount of the local matching share is less than \$2,500; however, City will be billed for its share of such costs upon completion of the preliminary engineering phase.

Shall be changed to read...

2. City shall, prior to proceeding with each phase of work covered by this agreement, forward to State an advance deposit 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 State and the Federal Highway Administration. In the event that cost overruns are identified during the course of the project, the State may request additional deposits. When the actual total cost of the project has been computed, an adjustment will be made in the City share. In the event that City elects to perform certain phases of the work with its own forces, no advance deposits will be requested for said work. No advance deposit for preliminary engineering services to be provided by State will be requested if the anticipated amount of the local matching share is less than \$2,500; however, City will be billed for its share of such costs upon completion of the preliminary engineering phase.

GENERAL PROVISIONS: Paragraphs 4, 5 and 6 shall be added.

4. The Contractor, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

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5. Subject to the limitations of the Oregon Constitution and statutes, City and State each shall be solely responsible for any loss or injury caused to third parties arising from City's or State's own negligent acts or negligent omissions under this agreement and City or State shall defend, hold harmless and indemnify the other party to this agreement with respect to any claim, litigation or liability arising from City's or State's own negligent acts or negligent omissions under this agreement.

6. City certifies by signing this agreement that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

In WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals of the day and year hereinafter written.

This project was approved by the Oregon Transportation Commission on January 19, 1984 as part of the Six-Year Highway Improvement Program (Page 120).

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

By [Signature]  
Region Engineer

APPROVED AS TO  
LEGAL SUFFICIENCY

By \_\_\_\_\_  
Asst. Attorney General

Date \_\_\_\_\_

APPROVED AS TO  
LEGAL SUFFICIENCY

By [Signature]  
City Attorney

Date 9-19-91

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

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

Date \_\_\_\_\_

CITY OF PORTLAND, by and through  
its elected Officials

By \_\_\_\_\_  
Mayor

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

Date \_\_\_\_\_

- \* Amend an agreement with Oregon Department of Transportation, Highway Division, to provide State funds for the N. Marine Drive, Rivergate to Interstate 5 Project. (Ordinance, amends Agreement No. 21590)

The City of Portland ordains:

Section 1. The Council finds:

1. City entered into an Agreement No. 21590, dated 7-27-84, for preliminary engineering, right-of-way acquisition and construction of the N Marine Drive, Rivergate to I-5 Project.
2. The N. Marine Drive Project is part of the City's Interstate Transfer Program that is financed with 85% Federal Interstate Transfer Funds and 15% City (GTR) funds by Agreement No. 21590.
3. The State has made a commitment to provide an addition of \$5.44 million in State funds to help pay for construction of a railroad bridge and a highway bridge as part of this Project.
4. The ODOT Highway Division has submitted a supplement agreement to Agreement No. 21590 for City approval.

NOW THEREFORE, the Council Directs:

- a. The Mayor and the Auditor are hereby authorized to enter into an agreement similar in form to the agreement attached to the original of this ordinance, and by this reference made a part hereof.

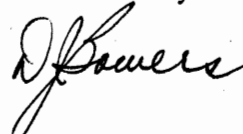
Section 2. The Council declares that an emergency exists because delay in executing this agreement would delay construction and the related economic and safety benefits to be derived from completion of this project; therefore, this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **NOV 6 1991**

Commissioner Earl Blumenauer  
MSJ:tab  
October 24, 1991  
[5725]AMEND-ODOTAGMT-ORD.WP

**BARBARA CLARK**  
Auditor of the City of Portland

By



Deputy

1821

Agenda No.

ORDINANCE NO. 164786

Title

\* Amend an agreement with Oregon Department of Transportation, Highway Division, to provide State funds for the N. Marine Drive, Rivergate to Interstate 5 Project. (Ordinance, amends Agreement No. 21590)

INTRODUCED BY	Filed: NOV 1 1991
Commissioner Earl Blumenauer	Barbara Clark Auditor of the City of Portland
NOTED BY COMMISSIONER	
Affairs	By: <u>Cay Kershner</u> Deputy
Finance and Administration	For Meeting of:
Safety	Action Taken:
Utilities	___ Amended
Works	___ Passed to Second Reading
BUREAU APPROVAL	___ Continued to:
Bureau: Transportation Engineering	
Prepared by <u>MO</u> Date Mulvey Johnson 10/24/91	
Budget Impact Review: <u>Klu</u> ✓ Completed ___ Not Required	
Bureau Head: <u>RO Schmidt</u> Richard O. Schmidt, P.E.	

AGENDA	FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
Consent <input checked="" type="checkbox"/> Regular	Blumenauer	Blumenauer	YEAS ✓	NAYS
NOTED BY	Bogle	Bogle	✓	
City Attorney	Kafoury	Kafoury	✓	
City Auditor	Lindberg	Lindberg	✓	
City Engineer <u>RO Schmidt</u>	Clark	Clark	✓	
Approved by: <u>RO Schmidt</u>				