

INTERAGENCY AGREEMENT
F-2007-0019
BETWEEN
OREGON HEALTH & SCIENCE UNIVERSITY
AND
CITY OF PORTLAND, OFFICE OF TRANSPORTATION
FOR
MARQUAM HILL TRAFFIC CALMING PROJECT

This Agreement is between Oregon Health & Science University (OHSU) and the City of Portland, acting by and through the Portland Bureau of Transportation (PDOT)

RECITALS:

Whereas, the Marquam Hill Plan and Actions Charts, adopted by Council Ordinance 176742 in July of 2002, identified the Marquam Hill Traffic Calming Study on identified local streets serving Marquam Hill as a means to continue to support OHSU long-range development in the area; and

Whereas, the Marquam Hill Traffic Calming Plan, adopted by Council Ordinance Resolution 36519 on July 11, 2007, identified specific neighborhood traffic calming improvements; and

Whereas, OHSU and PDOT desire to work together to construct traffic calming improvements for the identified local streets as described in Attachment 1; and

Whereas, OHSU and PDOT have authority under ORS Chapter 190 to enter into a cooperative intergovernmental agreement;

Now, therefore, in recognition of the foregoing recitals, OHSU and the City agree as follows:

Project Scope

Phase I: PDOT will construct those traffic calming improvements identified as "Curb Extensions," Signage and Striping" and Speed Bumps on the table appearing on pages 10 and 11 of the Marquam Hill Traffic Calming Plan attached as Attachment 1 (collectively referenced as "the project").

Phase II: PDOT will design and construct "safety improvements" at SW Condor Lane and Terwilliger as referenced on page 12 of the Marquam Hill Traffic Calming Plan (Attachment 1).

PDOT Responsibilities PDOT will provide project design, construction management and construction services for the project. PDOT is responsible for 30% of total costs, or \$32,150 in FY'07-'08 for Phase I Improvements and \$11,350 in FY'11-12' to construct traffic calming improvements for Phase II. PDOT will provide monthly status reports and invoices to OHSU. PDOT will coordinate construction activities with OHSU to minimize disruptions to operations.

OHSU Responsibilities OHSU is responsible for 70% of the total project cost, or \$75,000 in FY'07-'08 (Phase I improvements, completed) and \$26,500 in FY'11-'12 for Phase II improvements. OHSU will provide payment based on the PDOT's invoices described below, not to exceed a total project amount of \$101,500.

Time is of the Essence. Time is of the essence for PDOT's performance of the Phase II design and construction (as described in the Project Scope above). PDOT acknowledges that OHSU will have no payment obligation unless 1) the work is completed to the satisfaction of OHSU by June 22, 2012 and 2) the work has been invoiced and invoice(s) has been received by OHSU no later than June 22, 2012. PDOT acknowledges that OHSU will not be responsible for payment of any Phase II improvements after June 30, 2012.

General Terms - Effective date and duration This IGA is effective when executed by both parties. The estimated schedule for performance by PDOT for such work is to commence upon signatures by both parties. This Agreement shall terminate upon June 30, 2012 or the completion of the traffic calming improvements, whichever is earlier.

Billing and Payment Procedures PDOT shall submit to OHSU itemized invoices of professional services performed in sufficient detail to determine the type and nature of the work performed, including number of hours and the amounts to be paid by OHSU. Invoices shall be submitted to OHSU Facilities & Real Estate, ATTN: Scott Page, Mail Stop PP220A, 3181 SW Sam Jackson Park Road, Portland, OR 97239-3098. The invoice records under this IGA shall commence upon the effective date of this IGA. PDOT shall maintain records of all invoices, which shall be subject to inspection by authorized representatives of OHSU.

Amendments This agreement may be not be modified except by written document signed by authorized representatives of the OHSU and the City. Authorized representatives for modifications that do not increase the overall budget amount of this agreement shall be Scott Page, Vice President of Facilitates and Logistics for OHSU, and Elizabeth Mahon, City Project Manager for PDOT and/or the City.

Mediation In the event a dispute arises concerning this agreement, the City and OHSU agree that the dispute shall initially be submitted to mediation. The mediator shall be selected by mutual agreement, and will be compensated equally by both parties. If the parties fail to agree on a mediator within ten days of notice by either party of a request for mediation, a mediator will be appointed by the presiding judge of the Multnomah County Circuit Court upon the request of either party.

Notices All notices required or desired to be given under this agreement shall be in writing and may be delivered by personal delivery or by deposit in the United States mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

Scott Page, Associate VP
OHSU Facilities & Logistics
3181 SW Sam Jackson Park Rd., PP220A
Portland, OR 97239
cc: OHSU Contracts Office
3930 SW Macadam
Portland OR 97239
Attn: Patricia Jacobs
Sr. Contracts Specialist
503-494-2453

Tom Miller, Director
Portland Office of Transportation
1120 SW 5th, Room 800
Portland, OR 97204-1957
cc: Portland Office of Transportation
1120 SW 5th, Room 800
Portland, OR 97204-1957
Attn: Pat Boyd,
PDOT Contract Administrator
503-823-7031

Any notice delivered by personal delivery shall be deemed received by the addressee upon actual delivery; any notice delivered by mail shall be deemed received by the addressee on the third business day after deposit in the U.S. Mail, postage prepaid. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this notice provision.

Termination This agreement may be terminated by either party upon mutual consent.

Authority OHSU and the City each warrant and represent to one another that this agreement constitutes a legal, valid and binding obligation of that party. The individuals executing this agreement personally warrant that they have full authority to execute this agreement on behalf of the entity for which they purport to be acting, and that they have full authority to bind said party to all of the obligations of that party as set forth in this agreement.

City of Portland

Oregon Health & Science University

BY: _____
Sam Adams, Mayor Date

BY: Rosanna Bosch 6-21-12
Rosanna Bosch Date
Assistant Director

By: _____
LaVonne Griffin-Valade, City Auditor Date

BY: Scott Page 6/21/12
Scott Page, Facilities & Logistics Date

APPROVED AS TO FORM

Approved as to form:
James H. Van Dyke JVD
City Attorney
CITY ATTORNEY