



CITY OF PORTLAND, OREGON
BUREAU OF TRANSPORTATION

City Agreement No.: _____

Port Agreement No.: _____

**INTERGOVERNMENTAL AGREEMENT FOR THE RECONSTRUCTION, MAINTENANCE AND REPAIR OF
A PORTION OF NE MT. HOOD AVENUE**

This Intergovernmental Agreement "the Agreement" is made and entered into by and between the City of Portland by and through its Bureau of Transportation and the Port of Portland.

Recitals

A. The Port of Portland, 7200 NE Airport Way, Portland, OR 97218 (the "**Port**") will reconstruct the Mt. Hood Avenue off- and on-ramps using Portland cement as part of its Mt. Hood Avenue Ramps Rehabilitation project (the "**Port Project**"). The Mt. Hood Avenue off- and on-ramps are part of the Cascade Station interchange located at NE Airport Way and NE Mt. Hood Avenue. The total Port Project area is approximately 180,000 square feet. The majority of the Port Project work will be performed on roadway owned by the Port or under the Port's control.

B. A small portion of the Port Project (approximately 5,650 square feet) will be performed within the City of Portland ("**City**") right of way ("**ROW**"), as depicted in the cross-hatched pattern on the attached Exhibit A, (the "**City ROW Project Area**"). The scope of the Port's work in the City ROW Project Area is limited to replacing the existing asphalt pavement with concrete pavement. In order to perform such work the Port will also remove and replace the existing center curb in the City ROW Project Area, including its landscaping, irrigation, and signage. All such work will be permitted by the Bureau of Transportation through this agreement.


C. The parties acknowledge that the concrete pavement to be installed in the City ROW Project Area (as distinct from other City assets within the City ROW Project Area, the "**City Concrete Roadway**") may require different maintenance or repair practices than the existing asphalt concrete. To minimize any burden such practices may impose on the City, the parties intend that the Port will assume certain maintenance and repair obligations for the City Concrete Roadway. The parties wish to define each party's obligations in such respects under the terms and conditions of this Intergovernmental Agreement.

Agreement

(1) During the useful life of the concrete roadway installed under the Port Project, or until this Agreement is terminated (whichever is earlier), the Port will maintain and repair, at the Port's expense, the City Concrete Roadway in accordance with the then-current industry standard for concrete pavement roadways (the "**Repair Standard**"). The Port will not maintain any other City assets within the City ROW Project Area, including without limitation curbs, median, landscaping, irrigation, or signage.

(2) For normal wear and tear the Port will meet its obligations under Section (1) above by following the Port's routine maintenance and repair program for concrete pavement roadways. The Port will conduct routine inspection of the City Concrete Roadway and make all necessary repairs. When additional repairs are necessary to bring the City Concrete Roadway into compliance with the Repair Standard, the Port will perform such repairs within a reasonable period under the circumstances. If the Port fails to act in accordance with the immediately preceding sentence, the City may perform the necessary repairs. In such event, the City may recover from the Port an amount equal to the actual price the City incurs or pays for such repairs, without markup. This paragraph states the City's sole remedy against the Port for damage to the City Concrete Roadway.

- (3) Subject to any limitations imposed by state law, including without limitation the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 – 30.300), the Port will indemnify, defend, reimburse, and hold harmless the City for, from, and against all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney's fees, resulting from or arising out of the Port's reconstruction of the City Concrete Roadway or failure to maintain or repair the surface condition of the City Concrete Roadway as required under this Agreement. This Section (3) shall survive the termination of this Agreement.
- (4) Neither party owes any compensation to the other under this Agreement.
- (5) This Agreement may be terminated by the mutual consent of both parties.
- (6) This Agreement does not exempt the Port from obtaining any license or permit required by the City Code or Ordinances for any act to be performed under this Agreement, nor does this Agreement waive the provisions of any City Code, Ordinance, or the City Charter, except as herein stated.
- (7) The Port will comply with applicable City traffic control requirements when reconstructing the City Concrete Roadway or performing maintenance or repairs to the City Concrete Roadway that could be dangerous to vehicular or pedestrian traffic.
- (8) The attached Exhibit A is a part of this Agreement.
- (9) This Agreement will become effective upon signature. This Agreement will automatically terminate in the event the City Concrete Roadway is not installed.

<p>APPROVED AS TO FORM</p> <p> CITY ATTORNEY 4/30/14</p>	<p>PORT OF PORTLAND</p> <p>By: _____ Craig Johnsen, Procurement Manager</p> <p>Date signed: _____</p> <p>CITY OF PORTLAND, OREGON BUREAU OF TRANSPORTATION</p> <p>By: _____</p> <p>Print name: _____</p> <p>Title: _____</p> <p>Date signed: _____</p>
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