

COMMISSIONERS

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STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION SALEM

July 5, 1932

Mr. O. Laurgaard,
City Engineer,
City Hall,
Portland, Oregon.

Dear Sir:

I am inclosing herewith a redraft of the
Fourth Street Agreement which incorporates matters
which have been considered and approved by the High-
way Commission.

This copy is sent to you for your considera-
tion and for the consideration of the Council.

Yours very truly

J. M. Devers
J. M. Devers

jmd:pw

Inc.

NO. 127063		SUBJECT	
JUL -6 1932		4th St.	
DEPARTMENT OF PUBLIC WORKS			
FOR YOUR	7/6		
ATTEN.			
ACK.	7/8		
REC'D.			
FILED.			
DATE TO	OL	DATE	7-8-32
FILED BY			

THIS AGREEMENT, Made and entered into this _____ day of July, 1932, by and between the STATE OF OREGON, through its State Highway Commission, hereinafter called the "State", party of the first part; the COUNTY OF MULTNOMAH, through its Board of County Commissioners, hereinafter called the "County", party of the second part; THE CITY OF PORTLAND, through its Mayor and its Auditor, hereinafter called the "City", party of the third part, and the COUNCIL'S PUBLIC RELATIONS COMMITTEE OF THE CIVIC EMERGENCY COMMITTEE, through its Chairman and its Secretary, hereinafter called the "Committee", party of the fourth part,

W I T N E S S E T H :

THAT, WHEREAS, It is the judgment and opinion of these contracting parties that public convenience and necessity require and demand that there be provided a more adequate, convenient and accessible way of approach from the West Side Pacific Highway to and a more convenient and accessible way of entrance into the City of Portland, for the accommodation and safety of the large volume of traffic using said West Side Pacific Highway; and

WHEREAS, For the purpose of accomplishing said proposed improvement these contracting parties have determined that a street herein referred to as Fourth Street extension in the City of Portland, beginning at the intersection of Fourth Street and Sheridan Street, running thence southerly following the line of the abandoned Southern Pacific railroad grade, or such modifications thereof as may be designated by the State, to a junction on the west city limits with the newly designated state highway, shall together with said state highway be permanently improved; and

WHEREAS, It is further the judgment of these contracting parties that the promotion of said state highway and said street improvement at this time will afford large opportunity for the employment of hand labor, and by reason thereof will contribute materially to the relief of the unemployed; and

WHEREAS, It is further the judgment of these parties that said street and highway shall throughout the entire length thereof have a right of way width of one hundred feet, except where cuts or fills or borrow requirements demand a greater width; and

WHEREAS, It is the plan and mutual agreement of the parties hereto that the obligation of each party to this agreement shall be as specifically stipulated and definitely set out herein, and not otherwise;

NOW, THEREFORE, The premises being in general as above stated, it is hereby agreed by and between the parties hereto as follows:

1. The State Highway Commission has designated, declared and adopted as a state highway a highway beginning at the west city limits of the City of Portland at a point coincident with the west terminus of Fourth Street as extended, running thence southwesterly to a connection with the West Side Pacific Highway on the Multnomah-Washington County line, over a route to be surveyed and located by the engineer of the

State Highway Commission and the engineer or roadmaster of Multnomah County, which said route and location shall, however, be subject to the approval of the State.

2. That under and pursuant to the provisions of Section 44-2705, Oregon Code 1930, the Highway Commission shall designate and select as streets of the City of Portland over which shall be routed the West Side Pacific Highway entering Portland from the south, the Pacific Highway entering Portland from the north, and the Columbia River Highway entering Portland from the east, Fourth Street from its terminus at the south city limits to its intersection with Burnside Street and Burnside Street from its intersection with Fourth Street to an intersection with East Burnside and Union Avenue, and Union Avenue from its intersection with East Burnside Street northerly to the Interstate bridge. It is distinctly understood, however, that any designation of said streets as streets over which shall be routed said highways shall not in any manner or to any extent obligate the State to construct or maintain or assist in the construction or maintenance of said streets, or any of them, other than the specific obligations contained in this agreement with respect to the construction of said Fourth Street extension.

3. The parties hereto agree, in the manner hereinafter stated, and with funds to be provided by the respective parties herein named, to improve said Fourth Street extension by grading a roadbed on the same to a width of seventy feet, and by surfacing the said street with a hard surface pavement for a total width, when completed, of not less than forty feet, and in like manner to grade said highway roadbed to a total width of sixty-six feet and surface said roadbed with a hard surface pavement having a total width, when completed, of not less than forty feet, which said improvement shall include, with respect to both said street and said highway, all necessary drainage and other structures.

4. Both the improvement of said street and the improvement of said highway shall be accomplished within a period of seven years from date hereof, subject, however, to the proviso hereinafter stipulated with respect to state highway funds. The amount of such work, however, which is to be done in any given year with state highway funds shall be left to the judgment and discretion of the State.

5. It is specifically understood and agreed that a designation of said highway as a state highway and the obligation of the State to improve said highway or to improve said Fourth Street extension shall not be deemed, considered or permitted to give preference to said proposed improvements over other state highways or obligations of the State or over commitments of the State Highway Commission with respect to other improvements.

6. The improvement of said highway and the improvement of said Fourth Street extension, to the extent that said improvements are done with state highway funds, shall be done under the supervision and control of the Highway Commission. The construction of the grade of said highway, if done with county funds, shall be done under the supervision of the Board of County Commissioners, pursuant to, however, and in accordance with plans and specifications prepared by the state highway engineer. The grading of Fourth Street shall be done under the supervision and control of the City, pursuant to, and in accordance with, plans and specifications, both as to grading and drainage, prepared by the state highway

engineer, or, if prepared by the city engineer, then approved by the state highway engineer.

7. The location or route of said state highway and of said street shall be subject to the final approval of the State.

8. All of the grading on Fourth Street required under this contract to be done by the City, and all of the grading on the said highway which may be done by the County under this contract, shall be completed in all particulars and details on or before two and one-half (2½) years from date hereof in order that all fills may have sufficient time for settlement before the hard surface is placed thereon.

9. Nothing herein shall be construed or permitted to give any preference to any of said highway construction or street improvements over other state highway projects which in the judgment of the Highway Commission are of equal importance or of equal value in the highway program or to the highway system.

10. The City shall, at its sole cost and expense, procure a one hundred foot right of way for said Fourth Street extension, which said one hundred foot right of way shall extend the entire distance of said Fourth Street extension from the intersection of Fourth Street with Sheridan Street to the west city limits along the line of the abandoned Southern Pacific railroad, or such modification thereof as may be determined by the State; provided, that where cuts, fills or borrow requirements demand a greater width than one hundred feet, then the City shall procure, at its sole cost and expense, such additional widths as may be required.

11. The City and/or the Civic Emergency Committee shall, at their sole cost and expense and according to plans and specifications prepared by the state highway engineer, or, if prepared by the city engineer, then approved by the state highway engineer, construct the grade on the Fourth Street extension from its intersection with Sheridan Street along the route selected by the State to the southerly terminus thereof, where said street connects with the newly established state highway. The construction of said grade shall include, among other things, all of the clearing and grubbing, all excavation including borrow and slide materials, all engineering, the installation of all necessary culverts and shall likewise include the reconstruction of all intersected streets, the grades of which have been or may be disturbed, altered or changed through or by reason of construction of the grade of Fourth Street. The work to be done by the City shall likewise include necessary and proper connections from gutters to storm sewers.

12. In the performance of said street improvement the City and/or the Civic Emergency Committee may employ hand labor, fix the wage scale, determine the number of hours which shall constitute a day's labor, and may perform the work in any other manner or method which, in the judgment of the said City and/or said Emergency Committee may best serve the general public. For the purpose of accomplishing said work and constructing said grade, the said City and/or the said Emergency Committee hereby agree to set aside and allocate for such purpose not less than Four Hundred Thousand Dollars (\$400,000.00).

13. It is further understood and agreed that where rock walls are constructed in lieu of additional rights of way for slopes, cuts or fills on said Fourth Street extension, the cost of such rock walls shall be considered as a right of way item and shall be paid for by the City.

① The city should not delegate itself for the installation of culverts. It might agree to do the work for the state, or do the labor of placement of culverts after the state has purchased or paid for the culverts themselves, or the materials.

The city should not delegate itself for the reconstruction of the gutting streets, because in the first place the property owners in a city have paid for regular work, so the city can not legally assess for the reconstruction. And second the state has agreed in P 23 to replace the sidewalks, curbs, pavements & gutters, water mains & sewers - \$29000

The city should not delegate itself to construct drainage unless the \$31,000 mentioned in P 23 be turned over to the city. The \$40000 to be spent by the Civil Emergency Com. is too large, uncertain, and indefinite. The state should agree that after Committee has expended 30000 the job would complete.

14. Wherever, in the construction of said Fourth Street extension, the grade of streets which have been theretofore opened and improved with respect to regularly established grades has been disturbed by reason of the construction of Fourth Street, said disturbed or altered streets shall be made to conform to the grade of Fourth Street by and at the expense of the City, but the State shall restore in kind the surface upon said streets so altered or disturbed; provided, however, that if the reinstatement or restoration of the pavement or surfacing on said intersected streets is deferred by the State until such time as the paving on Fourth Street is done, then the State at its cost shall grade the intersected streets and reinstate and restore all street improvements which have been disturbed, damaged or destroyed by reason of said Fourth Street construction. Any and all other street disturbance, alteration or change occasioned by the location and construction of Fourth Street shall be taken care of by and at the expense of the City, and the City shall assume the responsibility and obligation of carrying through any procedure for the change of any existing grade either with respect to Fourth Street or streets intersected by Fourth Street and shall be responsible for any damage resulting therefrom.

15. The City shall carry through all necessary proceedings for the establishment of said Fourth Street and its proper and regular designation as one of the streets of the City of Portland, and shall fix, determine and establish the grade thereof.

16. The County shall, at its sole cost and expense, procure and make available a one hundred foot right of way for the construction, improvement and maintenance of said state highway. Said right of way to be one hundred feet in width throughout its entire length except where cuts, fills or borrow requirements make necessary a greater width, in which event the County shall procure and make available all such additional widths.

17. Multnomah County has funds available with which to construct the grade of said state highway but is without available funds with which to procure the necessary rights of way for the construction of said state highway. Therefore, it is agreed that the State and the County shall by mutual agreement cooperate in the procurement of said rights of way and in the construction of grade for said state highway, which said subject may, if deemed necessary by the County and the State, be covered by a supplemental agreement to be executed by the State and the County. For the purpose of this agreement, however, it is understood and agreed that in the event the rights of way for said highway are procured by the State because of the failure of the County to procure the same, then the said state highway grade shall be constructed by said County, at its sole cost and expense, the grading of which said highway shall include all clearing and grubbing; all excavations, including slides and borrow material; the purchase and installation of all necessary culvert pipes and box culverts; and the performance of all other construction details shown on the plans and specifications for the completion of said highway, with the exception of the overhead crossing, the hard surface pavement, crushed rock shoulders, and such gutter and catch basins as may be required by the State. All of the said construction work shall be done in accordance with plans and specifications prepared by the state highway engineer. It is agreed and understood that if the grade of said state highway is constructed by the County, such construction work shall be under the supervision of the said County, and the County in the performance of said work may employ hand labor, fix the wage scale and determine the number of hours which shall constitute a day's labor, and otherwise direct and control said work; but it is

the state should replace all

sidewalks, curbs, pavements, drains,
sewers, fire lanes, retaining
walls & all structures, not
merely the pavement. The state
should charge itself in now
as well, provided however, that
Civic Center Commission might
repaid some labor in now,
unless state turns over to city the \$29000
mentioned in TP 23.

of streets improved by local street and will be responsible for any
for the purpose of any existing grade higher than level of local street
existing the responsibility and obligation of existing property and business
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understood and agreed that the cost to the State shall be computed on the basis of contract price as opposed to hand labor costs, and for the purpose of this agreement the contract price is estimated to be and is fixed at the sum of One Hundred Thirty-six Thousand Dollars (\$136,000.00). It is further agreed that in the event the right of way costs to the State exceed the sum of One Hundred Thirty-six Thousand Dollars (\$136,000.00), then the County agrees to reimburse the State for such excess by contributing either in money or labor to the cost of paving said highway when the same is paved.

18. It is further agreed that whether said grade is constructed by the State or by the County, the County shall at its sole cost and expense grade all intersecting roads so as to make the grade thereof conform to the grade of said state highway, and the County shall be responsible for surfacing said intersecting roads in such manner and to such extent as the County may deem for the best interests of the public.

19. The roadbed on said highway shall be constructed so that the total width thereof shall be not less than sixty-six feet, exclusive of ditches and shall be surfaced with a hard surface so that the surface thereof shall, when completed, have a total width of not less than forty feet.

20. It is agreed and understood that by virtue of a prior agreement and arrangement between the parties hereto the State agreed to contribute the sum of Ninety Thousand Dollars (\$90,000.00), which sum was available for the purchase of materials and the employment of truck hire and other expenditures, for the payment of which the bonds authorized by the City of Portland could not be used, and it is now agreed that of the said Ninety Thousand Dollars (\$90,000.00), Eighteen Thousand Seven Hundred Twenty-seven Dollars and Forty-three Cents (\$18,727.43) has been paid by the State, leaving a balance of Seventy-one Thousand Two Hundred Seventy-two Dollars and Fifty-seven Cents (\$71,272.57), of which Twelve Thousand Twenty-five Dollars and Eighty-two Cents (\$12,025.82) has already been earned or expended and is now due the City from the State. It is therefore agreed that upon the execution of this agreement the State shall pay to the said City the said sum of Twelve Thousand Twenty-five Dollars and Eighty-two Cents (\$12,025.82), and shall make available the remaining Fifty-nine Thousand Two Hundred Forty-six Dollars and Seventy-five Cents (\$59,246.75) for expenditure as said construction work progresses.

21. It is further agreed that the former agreement covering this same subject, which contract was executed by the parties hereto, is hereby abrogated, and declared void, and the parties thereto relieved of further obligation or performance thereunder.

22. It is further agreed and understood that the County shall provide all necessary engineering service in connection with the construction of the grade for said state highway.

23. The State shall at its cost construct, within the time fixed in this agreement, a hard surface pavement on said Fourth Street extension, which pavement shall, when completed, have a total width of forty feet. In connection therewith and as a part of said street improvement the State shall at its cost construct the necessary trestles or viaducts and shall construct necessary rock shoulders, necessary concrete curbs and all necessary drop inlets, and shall furnish all necessary culvert pipe, and said State shall construct as a part of said improvement rock retaining walls where such walls are not employed for the purpose or in lieu of additional rights of way, but are constructed and employed for the sole purpose of furnishing ingress and egress to properties the ingress and egress to which has been affected or destroyed by reason of the location and construction of said Fourth Street extension;

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in State
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sheet*

provided that in no event shall the State be required to expend in the construction of rock retaining walls any sum or sums the aggregate of which exceeds the sum of Twenty-five Thousand Dollars (\$25,000.00). Any additional sums needed for said work shall be provided by the City of Portland. Provided further that in no event shall the State be required to spend in the purchase of materials or supplies for and/or in the construction and installation of drainage facilities, curbs or necessary inlets any sum or sums the aggregate of which exceeds the sum of Thirty-one Thousand Dollars (\$31,000.00). Any additional sums needed for said work shall be provided by the City of Portland. The State as a further obligation shall, as heretofore stipulated, restore in kind the pavement or other surfacing, and sewers and water mains on intersecting streets or Fourth Street itself, the pavement or surfacing of which has been disturbed or destroyed in connection with the improvement of said Fourth Street, but in no event shall the State be required to expend on the reconstruction or restoration of any such intersecting streets or Fourth Street any sum or sums, the total of which will exceed the sum of Twenty-nine Thousand Dollars (\$29,000.00). Any additional sums needed for said work shall be provided by the City of Portland.

24. The State shall, within the time fixed in this agreement, construct a hard surface pavement on said highway which shall have, when completed, a total width of forty feet. As a part of said highway improvement the State shall construct, pursuant to the laws of the State applicable thereto, the required overcrossing, all necessary crushed rock shoulders and such gutters and catch basins as may in the opinion of the state highway engineer be necessary.

Out

25. It is mutually agreed by the parties hereto that the default of any one party to this agreement shall serve to relieve at their option the other parties to this agreement, or at its option any one of the other parties.

over

26. The State shall be responsible for the maintenance of said highway and the City shall be responsible for the maintenance of said Fourth Street extension.

*Out
(over)*

27. No obligation herein imposed upon the State shall require the State to perform any part of said highway or street construction or improvement unless the same can be done with current revenues exclusive of fixed charges and obligations. In other words, the State shall not be required to increase highway indebtedness for the purpose of meeting the obligations herein imposed.

IN WITNESS WHEREOF, the parties hereto have, by authority, executed these presents on the day and year first above written.

STATE OF OREGON, by its
State Highway Commission

Approved as to form and
contents:

By _____
Chairman

Attorney for State Highway
Commission

By _____
Commissioner

Attest:

By _____
Commissioner

Secretary

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State Highway Commission
STATE OF OREGON, PL 122

enacted these measures on the day and year that those matters

IN WITNESS WHEREOF, the Governor hereof, has, at his official

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Attest:

District Attorney

MULTNOMAH COUNTY by its
Board of County Commissioners

By Chairman

THE CITY OF PORTLAND

Attest:

City Attorney

By Mayor

By Auditor

COUNCIL'S PUBLIC RELATIONS COMMITTEE

By Chairman

By Secretary

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