

Approved: L. E. George
MCH: pf
1/3/83

Misc. Contracts & Agreements
No. 7815

PRELIMINARY ENGINEERING AND
CONSTRUCTION-FINANCE 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. Columbia Boulevard is a part of the Federal-Aid Urban System network under the jurisdiction and control of the City of Portland, and has been designated as FAU Route No. 9956.

2. By the authority granted in ORS 366.770 and 366.775, the State may enter into cooperative agreements with the various counties and cities for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties. Under said authority, the State and the City plan and propose to construct the Chautauqua Boulevard-Deleware Avenue Section of N. Columbia Boulevard, hereinafter referred to as "project". The location of the 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 to be provided by the City of Portland with no expense to the State.

3. It is proposed that the project will consist of all work necessary to construct a 26-foot curbed roadway along the north right-of-way boundary of the UPRR, install traffic signals inter-connected with railroad crossing protection devices at Chautauqua Peninsular and Deleware, and close nine existing crossings of the UPRR mainline. Additional right-of-way will be required and will be acquired as a federal-aid participating part of the project. The City will furnish the major portion of the preliminary and construction engineering services and the State will monitor the work for conformance with federal rules and regulations. The required 15 percent local matching funds will be provided by the City of Portland with no expense to the State.

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 engineering, right-of-way acquisition, eligible utility relocations and construction work for the project. No work shall proceed on the project until said approval has been obtained. The program shall include services to be provided by both the State and the City. The State shall notify the City in writing when authorized to proceed with each phase of the work.

2. State shall, as a federal-aid participating part of the project, review all right-of-way activities engaged in by the City to assure compliance with applicable laws and regulations.

3. State shall, as a federal-aid participating part of the project assign a liaison person to provide advice and guidance to the City and to monitor the work in progress for compliance with acceptable procedures, standards and related report forms during the preliminary engineering and construction phases of the project. All billings received from City must be approved by the liaison person prior to presentation to the Highway Division Accounting Office for payment.

4. State shall, as a preliminary engineering function, review and approve all preliminary plans, specifications and estimates prepared by the City, prepare the contract and bidding documents, advertise for construction bid proposals and award all contracts.

5. State shall, as a construction engineering function, perform all necessary laboratory testing of materials, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the project.

6. State shall prepare an estimate of cost for preliminary engineering and right-of-way review services to be provided by State and furnish the City with a copy of said estimate. The actual cost of all services to be provided by the State shall be eligible for federal-aid participation and will be included in the total project costs. The City will be billed for the local matching share when the actual total cost of the project has been computed.

7. State shall, upon receipt of monthly approved itemized statements for 100 percent of actual costs incurred by the City on behalf of the project date, promptly reimburse the City for the full amount of federal-aid participation in such eligible costs.

8. 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 furnish the City with an itemized statement of actual costs to date at the end of each State fiscal year. When the actual total cost of the project has been computed, the State shall furnish the City with an itemized statement of said final costs.

CITY OBLIGATIONS

1. City shall not undertake any phase of the work prior to receiving written authorization from State. All work and records of such work shall be in conformance with Federal statutes, regulations and the Oregon Action Plan.

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 deposit 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.

3. 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 Person all billings due the City. City shall certify that all materials used are in substantial compliance with the controlling specifications and that the completed project meets the quantity requirements of the contract.

4. City shall be responsible for fulfillment of the citizen involvement and action plan requirements, conduct the necessary field surveys and traffic investigations, perform all preliminary engineering and design work required to produce plans, specifications and estimates and, upon award of a construction contract, furnish all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract.

5. City shall be responsible for acquisition of the necessary right-of-way and easements, and shall identify and obtain the required permits. City may request State to perform the acquisition functions subject to execution of a Supplemental Right-of-Way Services Agreement.

6. City shall forward to State, through the Metro Region Engineer, all preliminary plans, specifications and estimates and all pertinent field data for use by State in preparation of the contract and bidding documents. Plans shall be submitted on "federal-aid sheets" as prescribed by State.

7. City shall relocate or cause to be relocated, all utility conduits, lines, poles, mains, pipes and such other facilities where such relocation is necessary in order to conform said utility and other facilities with the plans and ultimate requirements of the project. Only those utility relocations which are eligible for federal participation under Federal-Aid Highway Program Manual, Volume 1, Chapter 4, Section 4,

shall be included in the total project costs and participation; all other utility relocations shall be at the sole cost of City or others.

8. City shall present properly certified bills for 100 percent of actual costs incurred by City on behalf of the project directly to the State Liaison Person 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's actual costs eligible for federal-aid participation shall be those allowable under the provisions of Office of Management and Budget Circulars Nos. A-87 and A-102, Attachments G and P.

9. 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.

10. Upon completion of the project, City shall thereafter, at its own cost and expense, maintain and operate the project in a manner satisfactory to State and/or the Federal Highway Administration.

11. City agrees that should the project be cancelled or terminated for any reason prior to its completion, City will reimburse State for any costs that have been incurred by State on behalf of the project.

12. 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 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.

2. The parties hereto mutually agree that State may, upon request, obtain the necessary right-of-way and easements for construction of the project. Said right-of-way acquisition may be considered a part of the project, eligible for federal-aid participation, and shall be subject to execution of a supplemental service agreement setting forth the terms and conditions of the various parties' activities.

3. The parties hereto also mutually agree that if any parcel of real property purchased with federal-aid participation is no longer needed for right-of-way, or other public purposes, the sale, transfer or exchange of such property shall be subject to applicable Federal and State statutes, rules and regulations which are in effect at the time of disposition. Reimbursement to State of the required proportionate share of the fair market value may be required.

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 _____, 1983.

This project was approved by the State Highway Engineer on December 9, 1982 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

By _____
Region Engineer

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

By _____
State Highway Engineer

Date _____

APPROVED AS TO
LEGAL SUFFICIENCY

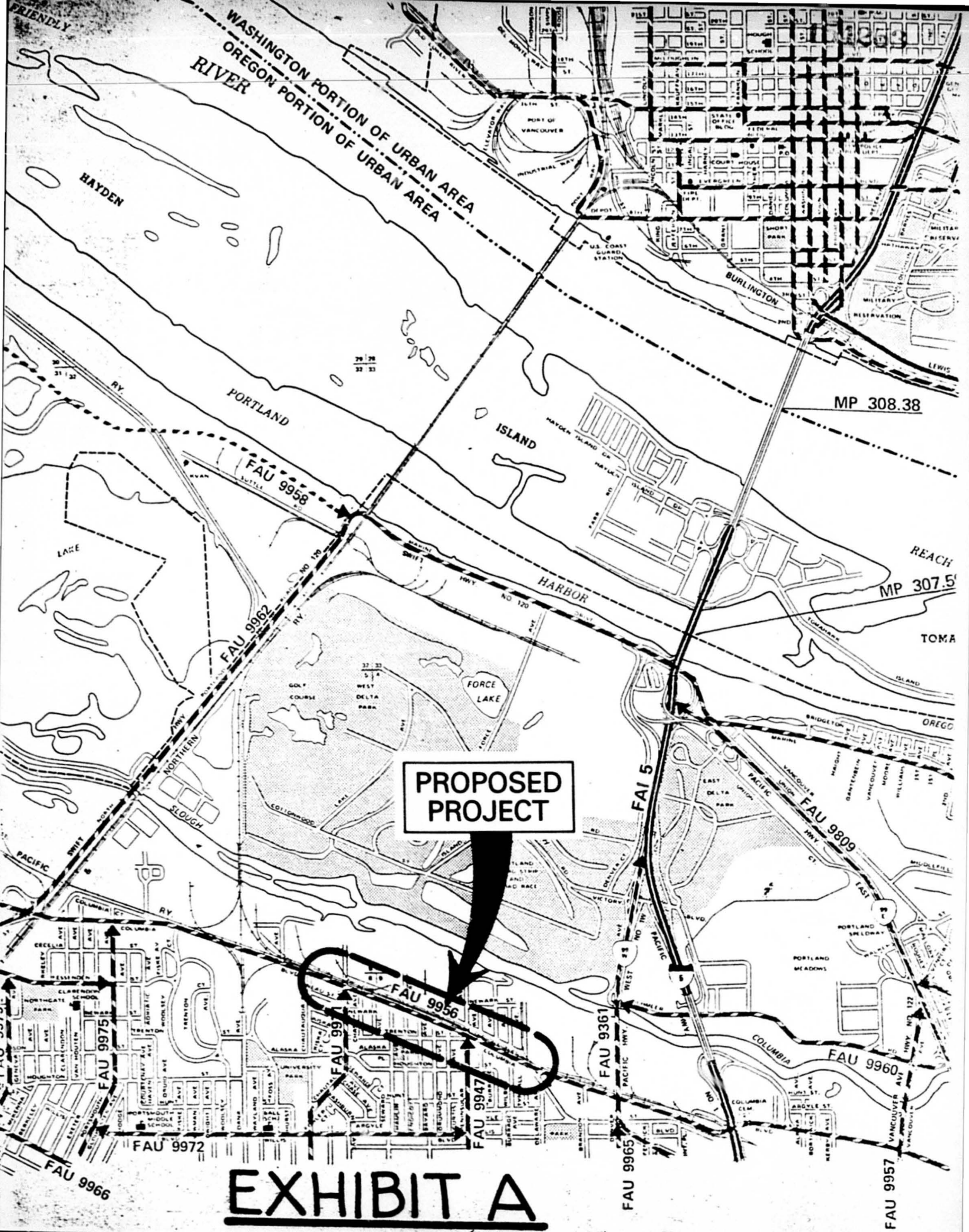
By _____
City Attorney

CITY OF PORTLAND, by and through
its designated City Officials

By _____
Auditor

Date _____

By _____
Commissioner of Public Works



PROPOSED
PROJECT

EXHIBIT A

ORDINANCE NO. 154253

An Ordinance authorizing the City to enter into an agreement with the Oregon State Department of Transportation, Highway Division, providing for design and construction of a roadway north of the railroad tracks on the north side of Columbia Boulevard between Chautauqua Boulevard and Delaware Avenue, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The City entered into an Agreement No. 17310 authorized by Ordinance No. 145851 passed on January 7, 1978, to construct six traffic signals on Columbia Boulevard.
2. The Bureau of Traffic Engineering constructed three of the Columbia Boulevard signals.
3. Three signals, between Delaware Avenue and Chautauqua Boulevard were rejected by the Public Utilities Commission because they failed to fully address the problems created by a number of railroad crossings in the vicinity.
4. The crossings cross the Union Pacific mainline east which parallels N. Columbia Boulevard on the north side.
5. There are twelve unprotected crossings of the UPRR mainline between N. Chautauqua Boulevard and N. Delaware Avenue.
6. Traffic waiting for trains block N. Columbia Boulevard and causes delays to traffic on Columbia Boulevard and numerous accidents.
7. Trucks waiting on the rails for a break in traffic in order to enter north Columbia Boulevard are hit by trains.
8. Rail traffic will increase when unit coal trains begin to operate on this line.
9. The Bureau of Traffic Engineering developed a plan to eliminate nine crossings by connecting them by a frontage road to the protected crossings at Chautauqua, Peninsular and Delaware.
10. The frontage road would be constructed on UPRR right-of-way on the north side of the tracks.
11. The UPRR is investigating their need for this right-of-way.
12. The Metropolitan Service District has included the Columbia Boulevard between Chautauqua Boulevard and N. Delaware Avenue Project in the Region's Transportation Improvement Program.

ORDINANCE No.

13. The State Department of Transportation and the Federal Highway Administration have authorized the project for Interstate Transfer Funding.
14. The State Department of Transportation, Highway Division has submitted an agreement providing for design and construction of the project to the City for Council 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 with the Oregon State Department of Transportation, Highway Division, said agreement to be substantially in accordance with the form of agreement marked "Exhibit A" 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 will delay the project and the safety benefits to the public which will result from the project; therefore, this ordinance shall be in force and effect from and after its passage by the Council.

ORDINANCE No. 154253
Calendar No. 402

RECEIVED
FEB 3 1983
CITY OF PORTLAND

Passed by the Council, FEB 9 1983

Commissioner Mike Lindberg
Steve Riddell:jw
1-18-83
BUC 15900253

Attest:

JEWEL LANSING

Auditor of the City of Portland

By Erna Cervena
DEPUTY

Calendar No. **405**

ORDINANCE No. 154253

Title

An Ordinance authorizing the City to enter into an agreement with the Oregon State Department of Transportation, Highway Division, providing for design and construction of a roadway north of the railroad tracks on the north side of Columbia Boulevard between Chautauqua Boulevard and Delaware Avenue, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN	1	
LINDBERG	1	
SCHWAB	1	
STRACHAN	1	
IVANCIE	1	

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

Filed **FEB 3 1983**

JEWEL LANSING
Auditor of the CITY OF PORTLAND

By *Gordon D. [Signature]*
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:	Date:
Steve Riddell:jw	1-18-83
Budget Impact Review:	
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required	
Bureau Head <i>Richard O. Schmidt</i>	
R. O. Schmidt, P.E., Chief	
CALENDAR	
Consent	Regular <input checked="" type="checkbox"/>
NOTED BY	
City Attorney	
City Auditor	
City Engineer <i>John M. Lang</i>	
John M. Lang, P.E.	
Public Works Administrator	