

Approved: L. E. George

MCH:pf

4/7/80

Misc. Contracts & Agreements
No. 7285

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 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. By the authority granted in ORS 366.775, State and City may enter into agreements for the construction, reconstruction, improvement or repair of any street, highway, road or bridge upon such terms and conditions as are mutually agreeable to the contracting parties. Under said authority, State and City plan and propose to design and construct S.E. Portland Traffic Signal Modifications - 10 Intersections, hereinafter referred to as "project". The 10 traffic signal locations are 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 The project will be financed with Interstate Transfer (e)(4) Funds withdrawn from the Mt. Hood Freeway and local matching funds provided by the City of Portland with no expense to State.

2. By the authority granted in ORS 366.425, as amended by Chapter 365, Oregon Laws, 1979, any county or city may deposit monies, or an irrevocable letter of credit, with the Department of Transportation for performance of work upon any public highway within the State. When any money or a letter of credit is deposited, the state shall proceed with the project. Money so deposited shall be disbursed for the purpose for which it was deposited.

3. It is proposed that the project will consist of all work necessary to add left-turn phases to existing traffic signals at ten intersections in Southeast Portland. The existing lane striping will be revised to provide for left-turn refuges. The City will perform the preliminary and construction engineering, and will accomplish the traffic signal modifications using city forces.

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 federal aid participation in all engineering, eligible utility relocations and city force work for the project. Said program shall include services to be provided by both State and City. State shall notify City in writing when authorized to proceed with each phase of the work.
2. State shall, as a participating expense, assign a liaison engineer to provide advice and guidance to City and to monitor the work for compliance with acceptable procedures, standards, and specifications during development and prosecution of the project. All billings received from City must be approved by the liaison engineer prior to presentation to the Highway Division Accounting Office for payment.
3. State shall, as a participating preliminary engineering function, review and approve preliminary plans and specifications received from City.
4. State shall, as a participating construction engineering function, perform all required laboratory testing of materials, process and pay all progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during construction of the project.
5. State shall prepare an estimate of cost for preliminary engineering services to be provided by State and furnish copies of said estimate to City. The actual cost of services to be provided by State will be included in the total project costs and, when the actual total cost of the project has been computed, the City matching share of said costs will be billed.
6. Upon receipt of monthly approved itemized statements for 100 percent of actual costs incurred by City on behalf of the project to date, State shall promptly reimburse City for 85 percent of said costs.
7. 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, when the actual total cost of the project has been computed, furnish City with an itemized statement of said costs.

CITY OBLIGATIONS

1. City shall not undertake any phase of the project 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 assign the City Traffic Engineer and his staff to be in responsible charge of the project, and to review, approve and forward to the State Liaison Engineer 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.

3. City shall conduct the necessary field surveys and traffic investigations, perform all preliminary engineering and design work required to prepare plans, specifications and estimates, and furnish all material, labor and equipment for modification of the traffic signals and revision of the intersections.

4. City shall forward to State, through its Metropolitan Administrator, preliminary plans, specifications and estimates for review and approval. Plans shall be submitted on "federal-aid" sheets as prescribed by State.

5. City shall, on a monthly basis, present properly certified bills for 100 percent of actual costs incurred by City on behalf of the project directly to the State Liaison Engineer 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 shall be reimbursed for 85 percent of said eligible expenses. City's actual costs, direct and indirect, shall be those allowable under the provisions of Federal Management Circular 74-4 and Office of Management and Budget Circular A-102, Attachments G and P.

6. City shall, prior to proceeding with each phase of work covered by this agreement, forward to State an advance deposit, or irrevocable letter of credit, 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. When the actual total cost of the project has been computed, an adjustment will be made in the City matching share of costs. 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 nor will an advance deposit for preliminary engineering services to be provided by State be requested if the anticipated amount is less than \$2,500. City will be billed for its share of matching funds at the time of construction.

7. 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.

8. City agrees that should it cancel or terminate the project prior to completion, it will reimburse State for any costs that have been incurred by State on behalf of the project.

9. 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 mutually agree and understand that City shall contribute 100 percent of the difference between the actual total cost of the project and the amount contributed by the Federal Highway Administration, with no expense to State.

2. 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.

3. Provisions of State and Federal law applicable to public contracts and agreements of this type are hereby incorporated by reference as if fully set forth herein.

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 _____, 1980.

This project was approved by the State Highway Engineer on March 18, 1980, 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

Asst. State Highway Engineer

Metropolitan Administrator

APPROVED AS TO FORM

City Attorney

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

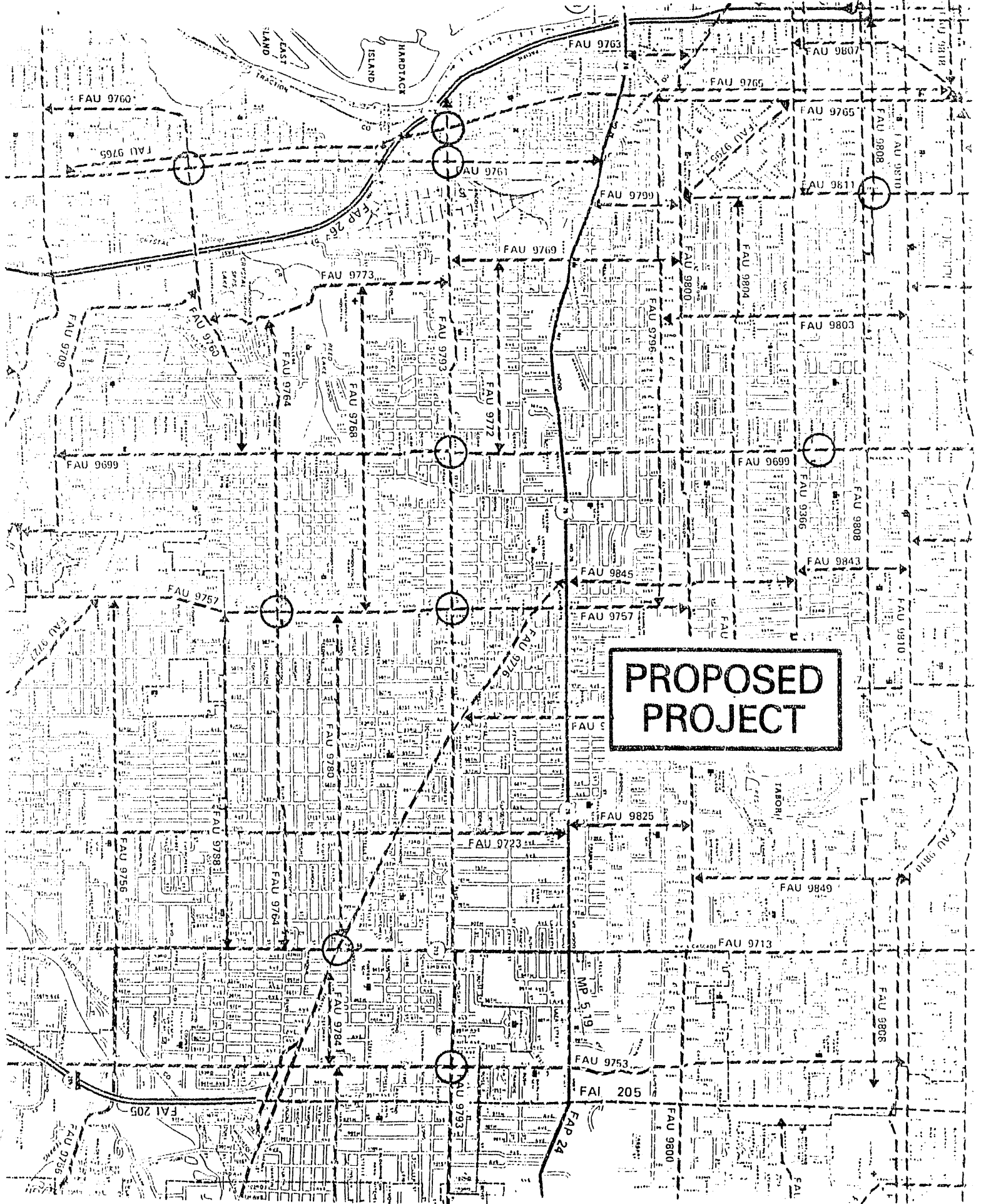
State Highway Engineer

Date _____

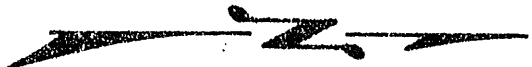
CITY OF PORTLAND, by and through
its designated City Officials

By _____
~~Mayor~~ Auditor

By _____
Commissioner of Public Works



**PROPOSED
PROJECT**



ORDINANCE NO. 149563

An Ordinance authorizing the City to enter into an agreement with the Oregon Department of Transportation providing for design, construction, finance, maintenance of signal modifications to add left turn phases at 10 intersections in Southeast Portland and, declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. Modification of signals in Southeast Portland to provide left turn phases has been identified as a project which may be designed and constructed utilizing Mt. Hood freeway withdrawal funds.
2. The Metropolitan Service District has included the proposed signal modifications in the adopted Transportation Improvement Program.
3. The project consists of removing parking, restriping and modifying signals at SE Holgate Blvd. on SE Milwaukie, 17th, 52nd and 92nd Avenues; at SE Morrison Street on 20th Avenue; at SE Woodstock Blvd., on 52nd Avenue; at SE Bybee Blvd. on 17th Avenue; at SE Main Street on 39th Avenue; at SE 39th Avenue on Holgate Blvd; and at SE 83rd Avenue on Foster Road.
4. There is \$7,000 available in the budget of the Bureau of Traffic Engineering for the local share of the estimated \$50,000 cost for this project.
5. The State has submitted an agreement for Council approval providing for design and construction of these modifications.

NOW, THEREFORE, the Council directs:

- a. That the Commissioner of Public Works and the Auditor are authorized to execute on behalf of the City, an agreement, similar in form to the agreement attached to the original of this Ordinance and by this reference made a part hereof.

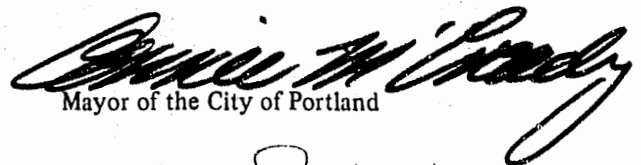
ORDINANCE No.


Section 2. The Council declares that an emergency exists because this agreement is needed in order to begin design, construction and ultimate realization of the benefits of this project; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **MAY 7 1980**

Commissioner Mike Lindberg
Steve Ridell:jh
April 30, 1980

Attest:


Mayor of the City of Portland


Auditor of the City of Portland

Calendar No. 1519

ORDINANCE No. 149563

Title

An Ordinance authorizing the City to enter into an agreement with the Oregon Department of Transportation providing for design, construction, finance, maintenance of signal modifications to add left turn phases at 10 intersections in Southeast Portland and, declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie	1	
Jordan	1	
Lindberg	1	
Schwab	1	
McCready	1	

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

Filed MAY 2 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

[Signature]
Deputy

INTRODUCED BY
Commissioner Mike Lindgerg

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities
Works <i>ML/SA</i>

BUREAU APPROVAL
Bureau: Street & Structural Engineering
Prepared By: S.T. Riddell Date: 4/30/80
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>David J. Vargas</i> David J. Vargas, Acting Chief

NOTED BY
City Attorney
City Auditor
City Engineer John M. Lang Approved <i>[Signature]</i>
By: