

MCH:pf
3/19/80

Misc. Contracts & Agreements
No. 6830

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. N.E. and S.E. 39th Avenue 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. 9699.

2. 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 the N.E. Glisan - S.E. Glenwood Street Section of N.E. and S.E. 39th Avenue, hereinafter referred to as "project". The location and limits of said project 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 and local matching funds provided by the City of Portland with no expense to State.

3. 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.

4. It is proposed that the project will consist of all work necessary for reconstructing intersections and roadway where needed to provide a four-lane street with left-turn lanes, bus turn-outs where needed, ~~and grant it signal advantage at major cross streets~~, including curbs, sidewalks, signals, illumination, signing, striping, and other associated work. Right-of-way will be acquired as a participating cost of the project. The City will perform the preliminary and construction engineering.

5. This agreement is intended to supercede and take precedence over that certain agreement dated December 20, 1978, authorized by City Ordinance No. 146888, concerning construction of the S.E. Holgate Boulevard - N.E. Glisan Street Section of S.E. 39th Avenue. Said agreement shall, upon execution of this agreement, become null and void and have no further force or effect.

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, right-of-way acquisition, eligible utility relocations and construction 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 process any required environmental statements, review and approve preliminary plans, specifications and estimates received from City, prepare the contract documents, advertise for bids, and award all contracts.
4. State shall, as a participating construction engineering function, perform all required laboratory testing of materials, process and pay all contractor 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 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 of the contract.

3. City shall conduct the necessary field surveys and traffic investigations, obtain all permits, perform all preliminary engineering and design work necessary to prepare preliminary plans, specifications and estimates and, upon award of a contract, furnish all construction engineering, field testing of materials, technical inspection and resident engineer services for administration of the contract.

4. City shall obtain the necessary right-of-way, including any easements that may be required for construction of the project. City may request State to perform the right-of-way acquisition function subject to execution of a supplemental service agreement.

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

6. 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.

7. 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.

8. 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.

9. City shall, five weeks prior to the bid opening, furnish State with an estimate, based on the plans for the project, of the cost of eligible reimbursable utility relocation work so the work can be properly coordinated into the project and receive proper authorization.

10. Upon completion of the project, City shall not unduly hinder the flow of traffic upon the project by granting preference to traffic entering from other intersecting roads or streets.

11. City shall, upon completion of said project, control all parking on this project. Any alterations in regard to traffic control measures shall have concurrence of State.

12. 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.

13. 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.

14. 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.

4. State and City mutually agree that State may, at City's request obtain the necessary right-of-way 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 State and City activities.

5. State and City also mutually agree and understand 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 _____, 1980.

This project was approved by the State Highway Engineer on February 20, 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

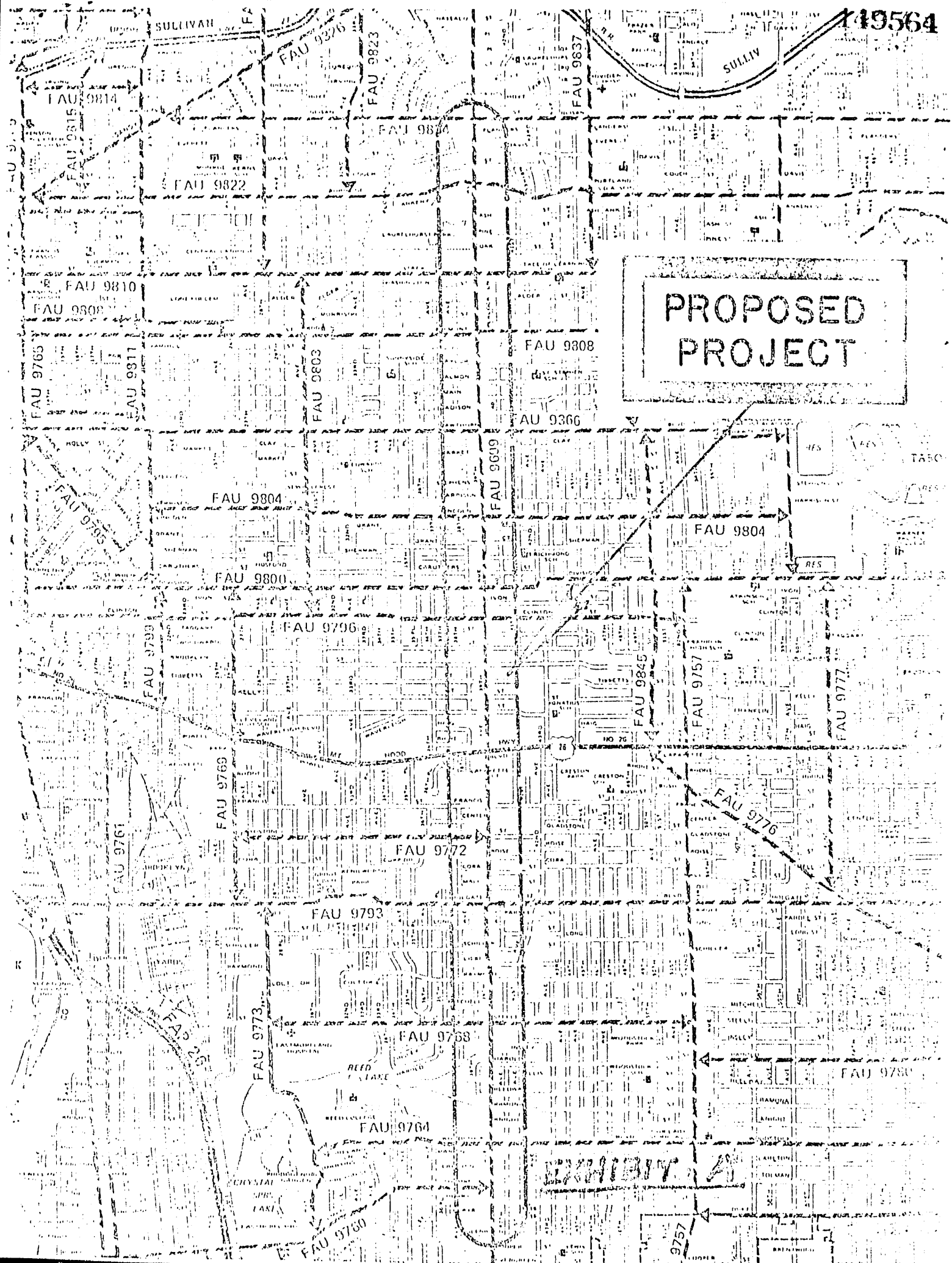
State Highway Engineer

Date _____

CITY OF PORTLAND, by and through
its designated City Officials

By _____
~~Mayer~~ Auditor

By _____
Commissioner of Public Works



PROPOSED
PROJECT

EXHIBIT A

ORDINANCE No. 149564

An Ordinance authorizing the City to enter into an agreement with the Oregon Department of Transportation, providing for finance and construction of the 39th Corridor project between NE Glisan and SE Glenwood Streets, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. Construction of the 39th Avenue Corridor project between NE Glisan and SE Glenwood Streets has been identified as a project which may utilize Interstate Withdrawal, e(4), Funds.
2. A preliminary engineering agreement no. 17636 was authorized by Ordinance 146888 passed by the Council November 29, 1978.
3. The FY 1980-81 Budget of the Bureau of the Street and Structural Engineering provides the City share of construction costs for this project.
4. The State has submitted a City/State project agreement for City execution.

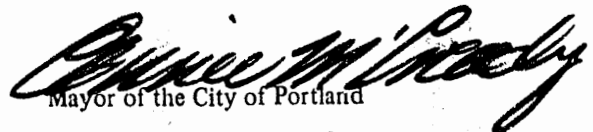
NOW, THEREFORE, the Council directs:

- 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.

Section 2. The Council declares that an emergency exists because this agreement is needed before the State may execute a supplemental right-of-way agreement and may commence right-of-way acquisition; 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
April 28, 1980
Steve Riddell:jh


Mayor of the City of Portland

Attest:


Auditor of the City of Portland

Calendar No. 1550

ORDINANCE No. 149564

Title

An Ordinance authorizing the City to enter into an agreement with the Oregon Department of Transportation, providing for finance and construction of the 39th Corridor project between NE Glisan and SE Glenwood Streets, and declaring an emergency.

Filed MAY 2 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

Gordon O'Hall
Deputy

INTRODUCED BY

Commissioner Mike Lindberg

NOTED BY THE COMMISSIONER

Affairs

Finance and
Administration

Safety

Utilities

Works

ML/SA

BUREAU APPROVAL

Bureau:

Street & Structural Engineering

Prepared By:

Date:

Steve Riddell

4/28/80

Budget Impact Review:

☒ Completed

☐ Not required

Bureau Head:

David J. Vargas
David J. Vargas

NOTED BY

City Attorney

City Auditor

City Engineer

John M. Lang