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4/24/80

Misc. Contracts & Agreements
No. 7205

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 construct the Arterial Street (Portland) Overlay Program, hereinafter referred to as "project". The project will be financed with Interstate Transfer (e)(4) Funds and local matching funds provided by State and City.

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 resurface various arterial streets in the City of Portland. The City will perform the construction engineering. The 15% local matching funds will be provided by the State (9%) and the City of Portland (6%), approximately.

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 and construction work for the project. No work shall proceed until said approval has been obtained. 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 expense, prepare the contract documents, advertise for bid proposals, award all contracts, 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.

4. 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 94 percent of said costs.

5. 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, 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, 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.

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 94 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.

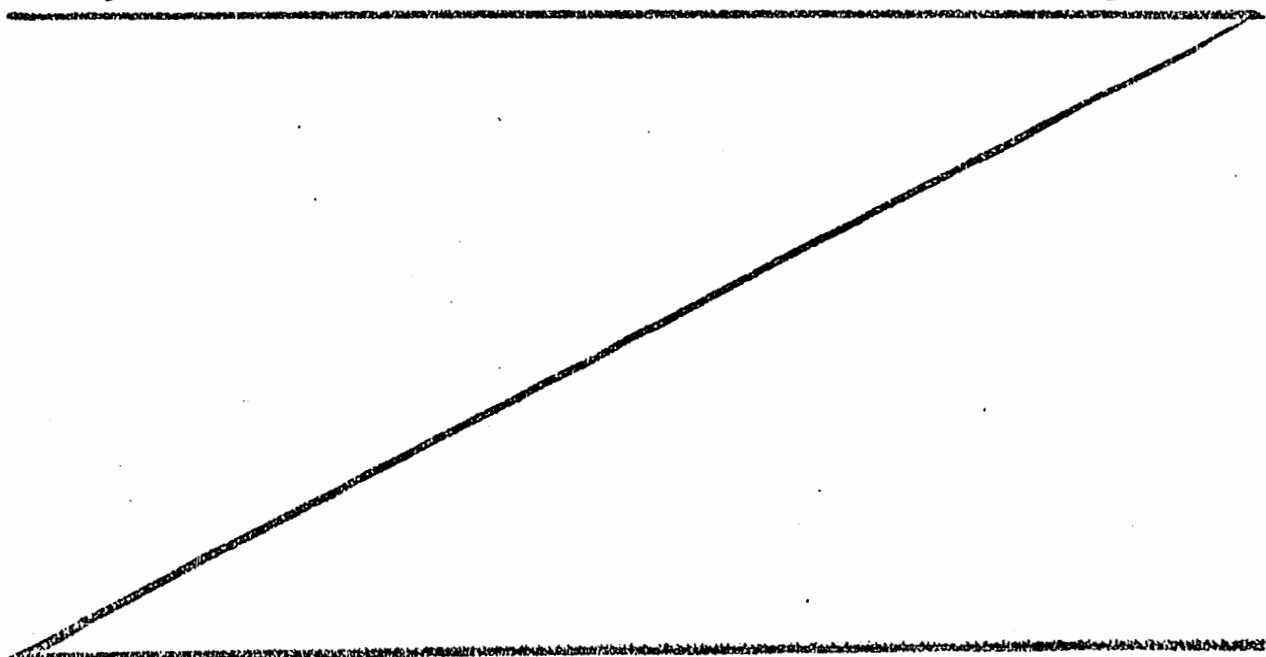
6. Upon completion of the project, City shall thereafter, at its own cost and expense, maintain and operate the project in a manner satisfactory to State and/or the Federal Highway Administration.

7. 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.

8. 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 State and 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. Said contribution shall be on the basis of 9 percent by State and 6 percent by City, approximately. City shall contribute 100 percent of the cost of any portion of the project in which federal funds do not participate. Nonparticipation of federal funds in any portion of the project occurs when federal rules and regulations exclude an item or the available federal funds are depleted.



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 28, 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

Metropolitan Administrator

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

State Highway Engineer

Date _____

APPROVED AS TO FORM

City Attorney

CITY OF PORTLAND, by and through
its designated City Officials

By _____

~~Mayer~~ Auditor

By _____

Commissioner of Public Works

ORDINANCE NO. 149611

An Ordinance authorizing the City to enter into an agreement with the Oregon Department of Transportation providing for construction, maintenance and finance for the Portland Arterial Street Overlay Project, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. Construction of overlays on Arterial Streets which are designated Federal Aid Routes has been identified as a project which may be constructed utilizing interstate withdrawal, e(4) funds.
2. The Metropolitan Service District has included the proposed signal modifications in the adopted Transportation Improvement Program.
3. The project will be funded with approximately 85% Federal e(4) funds, 9% State funds, 6% City of Portland funds.
4. There are sufficient funds available in the Budget of Maintenance Bureau for the local share of the estimated \$964,000 cost for this project.
5. The State has submitted an agreement for Council approval providing for design and construction of these overlays.

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.

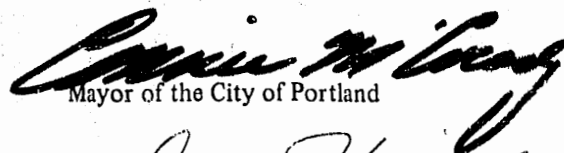
ORDINANCE No.

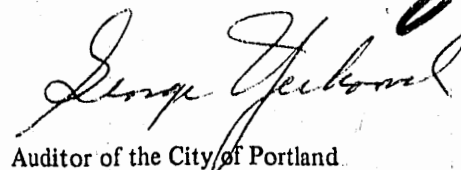
Section 2. The Council declares that an emergency exists because this agreement is needed to authorize the scheduled June 26, 1980 contract award by the Oregon Department of Transportation for this project; therefore this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **MAY 14 1980**

Commissioner Mike Lindberg
Steve Riddell:jh
May 7, 1980

Attest:


Mayor of the City of Portland


Auditor of the City of Portland

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

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

Calendar No. 1656

ORDINANCE No. 149611

Title

An Ordinance authorizing the City to enter into an agreement with the Oregon Department of Transportation providing for construction, maintenance and finance for the Portland Arterial Street Overlay Project, and declaring an emergency.

Filed MAY 8 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By: Jordan
Deputy

INTRODUCED BY
Commissioner Mike Lindberg

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities
Works <u>ML/S</u>

BUREAU APPROVAL
Bureau: Street & Structural Engineering
Prepared By: S. T. Riddell Date: 5/7/80
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <u>David J. Vargas</u> David J. Vargas, Acting Chief

NOTED BY
City Attorney
City Auditor
City Engineer John M. Lang
By: <u>John M. Lang</u>