

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 89 - 1140
EXECUTION OF AN INTERGOVERNMENTAL)
AGREEMENT WITH THE OREGON DEPARTMENT OF) Introduced by
TRANSPORTATION, HIGHWAY DIVISION, FOR) Executive Officer Rena Cusma
CONSTRUCTION OF SEWER LINES IN)
CONJUNCTION WITH THE CONSTRUCTION OF)
THE OREGON CONVENTION CENTER PROJECT)

WHEREAS, the Oregon Department of Transportation (ODOT) has adopted a Six Year Highway Improvement Program that includes the construction of the Greeley Ramps and North Banfield Interchange; and

WHEREAS, those improvements coincide with the reconstruction of First Avenue adjacent to the site of the Oregon Convention Center; and

WHEREAS, part of the reconstruction of First Avenue includes the construction and installation of an oversized sewer line to accommodate the expected increased runoff from the Oregon Convention Center; and

WHEREAS, a 15" sewer extension along Glisan Street to collect the parking lot drainage is also required; and

WHEREAS, Metro is responsible for the reconstruction of First Avenue and the sewer extension; and

WHEREAS, the general contractor selected by ODOT is able to perform the work required by Metro and ODOT is willing to manage the construction; and


WHEREAS, the estimated total cost of the work is \$97,000 and that amount is available within project budget approved for 1989-90, and Metro will pay the actual cost of the work performed as certified by ODOT; and

WHEREAS, the Executive Officer recommends Council approval; now, therefore,

BE IT RESOLVED,

That the Council hereby approves the execution of an intergovernmental agreement with ODOT for the work described above.

ADOPTED by the Council of the Metropolitan Service District this 28th day September 1989.



Mike Ragsdale, Presiding Officer

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 89-1140 FOR THE PURPOSE OF APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, FOR CONSTRUCTION OF STORM SEWERS ADJACENT TO THE OREGON CONVENTION CENTER PROJECT

Date: September 1, 1989

Presented by: McFarlane

BACKGROUND AND FACTUAL ANALYSIS:

The Oregon Department of Transportation's (ODOT) Six Year Highway Improvement Program includes the closure of the Glisan Street off-ramp from I-84 and the construction of the Greeley Ramps-North Banfield Interchange. Via competitive bid process, Weaver Construction Company was selected for ODOT's portion of the work. This work coincides with the convention center's rebuilding of First Avenue on the west side of the convention center site.

The increased run-off from the convention center site requires an oversized 27" storm sewer. The storm sewer must be connected to ODOT's 36" outfall to the Willamette River. This work is within the geographic boundaries of ODOT's project. In order to minimize conflicts between contractors, ODOT agreed to add this work to Weaver's contract and to manage the construction and installation. Unit price calculations submitted by Weaver at the time of bid and negotiated prices provided subsequently were used to estimate the amount of additional funds required. This estimate is \$57,415.54.

This work was estimated at \$60,000 at the time that the 1989-90 budget was prepared. The Council designated this as a "B" list contract.

At the time the budget was prepared an easement from the railroad was expected to allow other storm sewer connections. That easement will not be granted and further work will be required to complete the storm sewer connections. Weaver Construction Company, under ODOT management, will construct a 15" storm sewer line and two concrete covered street holes along Glisan Street. This storm sewer will collect all the parking lot drainage. The estimate for this work is \$39,550. This work was not anticipated at budget preparation time.

The total amount of the intergovernmental agreement is \$96,965.54; Metro will pay the actual cost of the work.

Metro would be required to add to the general contract if ODOT's contractor could not perform this work. Hoffman/Marmolejo's initial

estimates for this work were in excess of ODOT's cost. ODOT's proposed cost is in line with an independent estimate developed by the project's construction manager. This contract can be funded from the project's current appropriation of construction funds. No budget adjustment is necessary.

EXECUTIVE OFFICER RECOMMENDATION:

The Executive Officer recommends approval of Resolution No. 89-1140, authorizing the execution of an intergovernmental agreement with ODOT for construction of storm sewers in conjunction with the convention center project.



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September 28, 1989

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Re: Miscellaneous Contracts and Agreements No.9693

The Oregon State Highway Division (State) plans to construct the Greeley Ramps-North Banfield Interchange (Phase 1) Section of the Pacific Highway No. 1, "project". In compliance with a request from the Metropolitan Service District (MSD), State agrees to install oversized storm sewers to accommodate the increased storm runoff from the future Oregon Convention Center Complex, as shown on the attached Exhibit A.

Metro will be landscaping in the vicinity of N. E. First Avenue at Glisan Street during the construction period for the project. The installation of the oversized storm sewer and the landscaping shall be subject to the following provisions:

STATE OBLIGATIONS

1. State shall conduct the necessary field surveys; identify and obtain or issue required permits; acquire necessary right-of-way and assessments; arrange for relocation or adjustment of any conflicting utility facilities; perform all preliminary engineering and design work required to produce plans, specifications and estimates; advertise for construction bid proposals and award all contracts for the project.

2. State shall, upon award of a construction contact, furnish all construction engineering, material testing, technical inspection and project manager services for administration of the contract for the project.

3. State shall construct additional storm sewer and increase the size of the storm sewer in the area of the

future Oregon Convention Center Complex to accommodate runoff from the convention center.

4. State shall compile accurate cost accounting records and furnish Metro with statement of actual costs upon completion of work.

METRO OBLIGATIONS

1. Metro shall, upon receipt of a fully executed copy of this agreement, forward to State \$96,966. Said amount being the estimated difference in cost between the size of storm sewer pipe State would normally install and the size necessary to handle the increased runoff from the future Oregon Convention Center Complex, and the estimated cost of constructing an additional storm sewer line along Glisan Street.

2. Metro shall coordinate its landscaping in the vicinity of N. E. First Avenue at Glisan Street with State's construction Project Manager.

3. Metro shall be responsible for maintenance of said landscaping after it is placed.

4. Upon completion of project and receipt from State of itemized statement of actual cost of storm sewers, Metro shall pay any amount in addition to the deposit to equal 100% of actual costs. Any portion of the deposit in excess of actual cost will be refunded.

5. Metro shall enter into and execute this agreement during a duly authorized session of its Governing Council.

GENERAL OBLIGATIONS

Subject to the limitations of the Oregon Constitution and statutes, Metro and State each shall be solely responsible for any loss or injury caused to third parties arising from Metro's or State's own acts or omissions under this agreement and Metro or State shall defend, hold harmless and indemnify the other party of this agreement with respect to any claims, litigation or

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liability arising from Metro's or State's own acts or omissions under this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year herein after written.

This project was approved by the Oregon Transportation Commission on August 16, 1988 as a part of the Six-Year Highway Improvement Program (page 50).

The Oregon Transportation Commission, by a duly adopted a 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 _____
Regional Engineer

APPROVED AS TO
LEGAL SUFFICIENCY

By _____
Assistant Attorney
General

Date _____

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

By _____
State Highway Engineer

Date _____

METROPOLITAN SERVICE DISTRICT,
by and through its Governing
Council

By _____
Executive Officer

Date _____