

ORDINANCE No.

*Amend contract with Oregon Department of Transportation for construction and traffic control services for the Earl Blumenauer Bicycle and Pedestrian Bridge in amount not to exceed \$250,000 (Ordinance; amend Contract No.30006579)

The City of Portland ordains:

Section 1. The Council finds:

1. The Bureau of Transportation is constructing the Earl Blumenauer Bicycle and Pedestrian Bridge over the Interstate 84 corridor.
2. In 2018 the Bureau entered into Contract 30006579 for Preliminary Engineering services with the Oregon Department of Transportation, authorized via Council Ordinance #189823.
3. In 2020 the Bureau amended the agreement to include construction engineering services provided to an amount not to exceed 130,000.
4. Due to complexity in construction and the need to use ODOT services for steel inspection it is necessary to increase the agreement to a not to exceed amount of \$250,000.
5. The Bureau's Level of Confidence in this estimate is moderate, the estimate was prepared for services by the Oregon Department of Transportation.

NOW, THEREFORE, the Council directs:

- a. That the Commissioner-in-Charge is hereby authorized to enter into an amendment with Oregon Department of Transportation in a form similar to the amendment attached as Exhibit A.

Section 2. The Council declares that an emergency exists because the project is under construction therefore, this Ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council,

Commissioner Jo Ann Hardesty
Prepared by: Dan Layden CB
Date Prepared: May 13, 2021

MARY HULL CABALLERO
Auditor of the City of Portland
By

Deputy

514
 Agenda No.
ORDINANCE NO.
 Title

*Amend contract with Oregon Department of Transportation for construction and traffic control services for the Earl Blumenauer Bicycle and Pedestrian Bridge in amount not to exceed \$250,000 (Ordinance; amend Contract No.30006579)

| | |
|---|--|
| <p style="text-align: center;">INTRODUCED BY Commissioner/Auditor: Jo Ann Hardesty</p> | CLERK USE: DATE FILED <u>June 22, 2021</u> |
| <p style="text-align: center;">COMMISSIONER APPROVAL</p> | Mary Hull Caballero Auditor of the City of Portland By: <u><i>Keelan McClymont</i></u> Deputy ACTION TAKEN: |
| Mayor—Finance & Administration - Wheeler | |
| Position 1/Utilities - Rubio | |
| Position 2/Works - Ryan | |
| Position 3/Affairs - Hardesty <i>JL Hardesty</i> | |
| Position 4/Safety - Mapps | |
| <p style="text-align: center;">BUREAU APPROVAL</p> | |
| Bureau: PBOT Bureau Head: Christopher Warner <small>Digitally signed by Christopher Warner Date: 2021.05.27 11:22:07 -07'00'</small> | |
| Prepared by: Dan Layden Date Prepared: 5/13/2021 | |
| Impact Statement Completed <input checked="" type="checkbox"/> Amends Budget <input type="checkbox"/> | |
| Portland Policy Document If "Yes" requires City Policy paragraph stated in document. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | |
| City Auditor Office Approval: required for Code Ordinances | |
| City Attorney Approval: Ken McGair <small>Digitally signed by Ken McGair Date: 2021.05.18 10:01:18 -07'00'</small> required for contract, code, easement, franchise, comp plan, charter | |
| Council Meeting Date June 30, 2021 | |

| |
|---|
| AGENDA |
| TIME CERTAIN <input type="checkbox"/> Start time: _____ Total amount of time needed: _____ (for presentation, testimony and discussion) |
| CONSENT <input checked="" type="checkbox"/> |
| REGULAR <input type="checkbox"/> Total amount of time needed: _____ (for presentation, testimony and discussion) |

| FOUR-FIFTHS AGENDA | COMMISSIONERS VOTED AS FOLLOWS: | |
|--------------------|---------------------------------|------|
| | | |
| | YEAS | NAYS |
| 1. Rubio | 1. Rubio | |
| 2. Ryan | 2. Ryan | |
| 3. Hardesty | 3. Hardesty | |
| 4. Mapps | 4. Mapps | |
| Wheeler | Wheeler | |

AMENDMENT NUMBER 02
INTERGOVERNMENTAL AGREEMENT
I-84 Sullivan's Gulch Pedestrian/Bike Bridge
City of Portland

This is Amendment No. 02 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and the **City of Portland**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on September 6, 2018 and Amendment No. 1 entered into on November 5, 2020.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to update the estimated State services for the Project and cost of services.

Effective Date. This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

1. Amendment to Agreement.

Revised Exhibit A shall be deleted in its entirety and replaced with the attached Second Revised Exhibit A. All references to "Revised Exhibit A" shall hereinafter be referred to as "Second Revised Exhibit A."

TERMS OF AGREEMENT, Paragraph 1, Page 1, which reads:

Under such authority, State and Agency agree to State performing engineering review, project management coordination, and inspection services for the Project. A more detailed description and estimate of the services are set forth in Exhibit A, attached hereto and by this reference made a part hereof. Payment for said services shall not exceed a maximum amount of \$130,000 in Agency funds.

Shall be deleted in its entirety and replaced with the following:

Under such authority, State and Agency agree to State performing engineering review, project management coordination, and inspection services for the Project. A more detailed description and estimate of the services are set forth in Exhibit A, attached hereto and by this reference made a part hereof. Payment for said services shall not exceed a maximum amount of \$250,000 in Agency funds.

TERMS OF AGREEMENT, Paragraph 2, Page 1, which reads:

The total State work for the Project is estimated to be \$117,000, which is subject to change. Total State costs will not exceed \$130,000 without an amendment to this Agreement. The Project will be financed by the Agency.

Shall be deleted in its entirety and replaced with the following:

The total State work for the Project is estimated to be \$225,480, which is subject to change. Total State costs will not exceed \$250,000 without an amendment to this Agreement. The Project will be financed by the Agency.

AGENCY OBLIGATIONS, Paragraph 1, Page 2, which reads:

In consideration for the services performed by State, Agency agrees to pay State within forty-five (45) days of receipt of any Project invoice. Said amount shall include reimbursement for all expenses up to a maximum amount of \$130,000. If State thinks it will exceed the estimate included in Exhibit A, it will notify Agency's Project leader. Travel expenses will not be reimbursed.

Shall be deleted in its entirety and replaced with the following:

In consideration for the services performed by State, Agency agrees to pay State within forty-five (45) days of receipt of any Project invoice. Said amount shall include reimbursement for all expenses up to a maximum amount of \$250,000. If State thinks it will exceed the estimate included in Exhibit A, it will notify Agency's Project leader. Travel expenses will not be reimbursed.

STATE OBLIGATIONS, Paragraph 2, Page 5, which reads:

State shall send Agency monthly invoices detailing work done on the Project and requesting payment of the services listed in Exhibit A. Payment will not exceed \$130,000. If State thinks it will exceed the estimate included in Exhibit A, it will notify Agency's Project leader. Travel expenses will not be reimbursed.

Shall be deleted in its entirety and replaced with the following:

State shall send Agency monthly invoices detailing work done on the Project and requesting payment of the services listed in Exhibit A. Payment will not exceed \$250,000. If State thinks it will exceed the estimate included in Exhibit A, it will notify Agency's Project leader. Travel expenses will not be reimbursed.

2. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
3. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF PORTLAND, by and through
its elected officials

By _____

Date _____

By _____

Date _____

**LEGAL REVIEW APPROVAL (If
required in Agency's process)**

By _____
Agency Counsel

Date _____

Agency Contact:

Dan Layden
1120 SW 5th Ave Ste 1300
503 823-2804
Dan.layden@portlandoregon.gov

State Contact:

Kristen Stallman
123 NW Flanders Street
Portland, OR 97209
503-731-4957
Kristen.stallman@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 1 Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Maintenance & Operations
Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

SECOND REVISED EXHIBIT A
Estimated ODOT Staff Services and Budget

The table is an estimate of the hours and cost of ODOT staff time for the Project. State and Agency will work together to complete this Project and if State thinks it will exceed this estimate, it will notify Agency's project leader. ODOT may use different staff based on availability to cover a given discipline at its discretion.

| Staff | Discipline | Task | Hours | Rate | |
|---|---------------|-------------|-------|------|----------|
| Sullivan's Gulch Bridge - ODOT Estimate | | | | | |
| Zachary Horowitz | Traffic | | 130 | \$80 | \$10,400 |
| Robert Tovar | Bridge | Start Up | 20 | \$80 | \$1,600 |
| Xu Liantao | Bridge | DAP | 35 | \$80 | \$2,800 |
| | Bridge | Preliminary | 60 | \$80 | \$4,800 |
| | Bridge | Final | 40 | \$80 | \$3,200 |
| | Bridge | PS&E | 20 | \$80 | \$1,600 |
| | Bridge | Meetings | 30 | \$80 | \$2,400 |
| Tina Gutierrez | ROW | | 8 | \$80 | \$640 |
| Fred Gullixson | Geology | | 25 | \$80 | \$2,000 |
| Tom Braibish | Geo Tech | | 25 | \$80 | \$2,000 |
| David McDonald | Hydro | | 25 | \$80 | \$2,000 |
| Teresa Nowicki | HazMat | | 25 | \$80 | \$2,000 |
| Cory Hamilton | Maintenance | Meetings | 25 | \$80 | \$2,000 |
| Tom McConnell | Environmental | | 8 | \$80 | \$640 |
| Shelli Romero | Community | | 80 | \$80 | \$6,400 |

EXHIBIT A

| | | | | | |
|--|--------------|--|------------|------|------------------|
| | Affairs | | | | |
| Chris Bores | Roadway | | 25 | \$80 | \$2,000 |
| Ron Larson | Construction | | 25 | \$80 | \$2,000 |
| Steve Muma | Survey | | 25 | \$80 | \$2,000 |
| SUBTOTAL | | | 631 | | \$50,480 |
| FULL WEEKEND CLOSURE Coordination | | | | | |
| Maintenance Staff | | | | | \$30,000 |
| TMOG | | | | | \$15,000 |
| Mobility | | | | | \$5,000 |
| Public information officer | | | | | \$5,000 |
| Community Affairs | | | | | \$10,000 |
| Traffic | | | | | \$10,000 |
| SUBTOTAL | | | | | \$75,000 |
| Specialty Inspection | | | | | |
| Lab work | | | | | 30,000 |
| Inspection Services | | | | | 70,000 |
| SUBTOTAL | | | | | \$100,000 |
| TOTAL | | | | | \$225,480 |

IMPACT STATEMENT

Legislation title: *Amend contract with Oregon Department of Transportation for construction and traffic control services for the Earl Blumenauer Bicycle and Pedestrian Bridge in amount not to exceed \$250,000 (Ordinance; amend Contract No.30006579)

Contact name: Dan Layden

Contact phone: 823-2804

Presenter name: Dan Layden

Purpose of proposed legislation and background information:

- Amend IGA with Oregon Department of Transportation (ODOT) to provide for additional construction and traffic services for the construction of the Earl Blumenauer bicycle and pedestrian bridge.

Financial and budgetary impacts:

- This agreement is part of T00638 the Earl Blumenauer Bicycle and Pedestrian Bridge, also known as Sullivan’s Crossing in the capital improvement plan.
- The total cost of the project is estimated at \$19,250,000. This amendment does not require an increase in the overall budget.
- The project requires the services of the ODOT for steel inspection, traffic control and construction services. This amendment increases the total compensation to ODOT by \$250,000.
- The project is currently under construction.
- The source of funding for the project is Transportation System Development Charge, Prosper Portland, and Parking Revenue.

Community impacts and community involvement:

- The project is a high-profile project with extensive public involvement this specific element is administrative in nature.

Budgetary Impact Worksheet

Does this action change appropriations?

YES: Please complete the information below.

NO: Skip this section

mjc 5-25-2021