

W. A. BULLY, CHAIRMAN
JAMES M. LUTHER, JR.
HAROLD WALSH
ELMER C. HUNTLEY
ROBERT L. MIKALSON
LORENZ GOETZ, SECRETARY



WASHINGTON
STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
C. G. PRAHL, DIRECTOR
HIGHWAYS-LICENSES BUILDING
OLYMPIA

October 26, 1966

GM-395

Table with columns for route numbers and locations. Includes entries for Seattle, Yakima, and Spokane.

Oregon State Highway Commission
State of Oregon
State Highway Department
Salem, Oregon 97310

li
10/26/66

(with copy of agreement)

ATTENTION: Mr. Floyd Query, Secretary

RE: Maintenance Agreement-
Interstate Bridges at Portland

GM-395

Gentlemen:

The Washington State Highway Commission, at its meeting of October 25, 1966, approved the agreement concerning the maintenance of the Interstate Bridges crossing the Columbia River subsequent to the retirement of bonded indebtedness. You will observe that the effective date of October 25th has been inserted, and likewise, in Section 1 of Page 2, we have inserted the date of November 1, 1966 which is the date that tolls will be removed from the Vancouver-Portland Bridge facility.

In accordance with your request, we are pleased to return herewith, three copies of the agreement executed by the membership of the Washington State Highway Commission in attendance at their meeting of October 25th. You will note that we have assigned Agreement Number GM 395 and it is respectfully requested that when your department submits a billing to this agency for payment, that they refer to the agreement number. This reference will materially aid the department in processing your invoices for payment.

Very truly yours,

C. G. PRAHL, P. E.
Director of Highways

By: D. B. HEDGES
Manager,
Administrative Division

CGP:it
DBH
Attachments

cc: W. A. Bulley
Vern Dorsey
George Stevens
C. C. Nichols
W. H. Butts

MAINTENANCE AGREEMENT
VANCOUVER-PORTLAND INTERSTATE BRIDGE

MISC. CONTRACTS and
AGREEMENTS No. 3193

GM 395

HWY P54.1

Control Section

THIS AGREEMENT made and entered into this 25th day of October 1966, by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter referred to as "Oregon" and the STATE OF WASHINGTON, by and through its State Highway Commission, hereinafter referred to as "Washington";

WHEREAS, Oregon, Washington and the Washington Toll Bridge Authority, on April 27, 1955, entered into an amended agreement for the construction of a new interstate bridge and the alteration of the then existing interstate bridge across the Columbia River between Vancouver and Portland; and

WHEREAS, upon completion of said bridges they were to be operated as toll bridges; and

WHEREAS, the Washington Toll Bridge Authority was to be responsible for operation and maintenance of said bridges until such time as the bonds issued for the construction of said bridges were paid off; and

WHEREAS, said agreement provided that "not later than six months prior to the time when said bonds and interest thereon issued for the construction of said new bridge shall be fully paid, Washington and Oregon shall enter into an agreement providing for the operation, maintenance and repair of both said bridges"; and

WHEREAS, said bridges serve Washington and Oregon equally in that they enable vehicular passage over the Columbia River and connect with the public highways of both states thereby benefiting both states and facilitating the development of their commerce, economy and resources and promoting the recreation and welfare of the citizens thereof; and

WHEREAS, it is found that this agreement is necessary or convenient to the toll-free operation of said bridges; and

WHEREAS, pursuant to ORS 381.005, 381.010, 381.020, 381.086, 381.090 to 381.094, Oregon is authorized to enter into this agreement with Washington, and pursuant to RCW 47.56.310 through RCW 47.56.345 Washington is authorized to enter into this agreement with Oregon; and

WHEREAS, the said states have mutually agreed to maintain and operate the said bridges and approaches as free bridges, relieved of all tolls or charges as soon as the said bonds and interest thereon have been paid and the said bridges are brought to one hundred per cent (100%) of the maintenance standards, the conditions of which have previously been agreed to between the parties. The said bridges are to be operated, maintained and repaired in the manner and to the extent hereinafter set out;

NOW, THEREFORE, the facts being generally as set out above, it is hereby agreed between the parties hereto as follows:

I

That on and after the 1st day of November 1966, the said bridges, together with all rights of way, hereditaments and appurtenances formerly operated by the Washington Toll Bridge Authority shall be operated, maintained and repaired as hereinafter set out.

II

When reference is hereinafter made to said bridges, it shall comprise and include only that portion of said bridges from Highway Engineer's Centerline Station 85+53.74 to Highway Engineer's Centerline Station 50+18.23 and shall not include the roadways and drainage facilities under each end of said bridges.

III

Oregon shall, at its sole cost, maintain its approach to said bridges from Highway Engineer's Centerline Station 85+53.74 southerly, and Washington shall, at its sole cost, maintain its approach to said bridges from Highway Engineer's Centerline Station 50+18.23 northerly. Oregon shall also maintain its roadway and drainage facilities under the south end of said bridges, and Washington shall also maintain its roadway and drainage facilities under the north end of said bridges.

IV

The cost of the operation, maintenance and repair of said bridges shall be borne equally by the two states.]

V

The operation, maintenance and repair of said bridges shall be under the control of and the responsibility of Oregon.]

VI

The immediate and direct supervision of the operation, maintenance and repair of said bridges shall be under the control of the State Highway Engineer of Oregon subject to the paramount control of the legislatures of the two states.

VII

Said bridges, on and after the date specified in paragraph I above, and until otherwise provided by mutual agreement between the parties or by the legislatures of the respective states, shall be operated, maintained and repaired as toll-free bridges.

VIII

The cost of operation, maintenance and repair of said bridges shall in the first instance be paid by Oregon, and Oregon shall thereafter be reimbursed by Washington for one-half (1/2) of said sum upon a statement duly verified and properly supported.]

IX

Oregon shall have the sole authority and responsibility for supplying the personnel necessary for the operation, maintenance and repair of said bridges.

X

Oregon shall give to the operation, maintenance and repair of said bridges such attention as may be necessary to the end that said bridges may at all times be kept in such condition and repair as to afford adequate and safe means and accommodations for highway traffic over said bridges and for water traffic beneath said bridges. In the operation, maintenance and repair of said bridges, due regard shall at all times be given to the rules and regulations of the Department of Defense with respect to said bridges, and likewise due regard shall also be given to all state or federal statutes applicable to the use, operation, maintenance and repair of said bridges.

XI

The State Highway Engineer of Oregon shall prepare an annual report, including but not limited to the condition of said bridges, and a detailed statement of expenditures made during said period for the operation, maintenance and repair of said bridges. The State Highway Engineer of Oregon shall also make such further or more frequent reports on such or other matters regarding said bridges as in the judgment of the State Highway Engineer of Oregon should be brought to the attention of the parties, or as may be requested by Washington. The annual report shall be made on or before the 10th day of July of each year. At the time of making the annual report, the State Highway Engineer of Oregon shall also submit a budget covering the probably cost of operating, maintaining and repairing said bridges for the ensuing fiscal year, together with such betterments as said Engineer may recommend.

XII

Before any expenditure shall be made for improvements or betterments of said bridges over and above the cost of normal operations, maintenance and repair, detailed plans for such improvements or betterments and estimates of costs thereof shall be submitted to Washington for approval, and before the contract for such improvements or betterments is awarded by Oregon the amount of the contract shall be approved by Washington. Unless such approval is obtained, no expenditures for such improvements or betterments shall be reimbursable under this agreement.

XIII

In the event of an emergency threatening the integrity of the structures or hinderance or delay to highway or water traffic, the State Highway Engineer of Oregon is authorized to proceed at once to make such emergency repairs as are necessary, or do such other things as, in the judgment of said engineer, will properly safeguard the structures and restore traffic accommodations.

IN WITNESS WHEREOF, the said states, by and through their respective duly authorized representatives, have executed this agreement by subscribing thereon the names of the members constituting the Oregon State Highway Commission and the members constituting the Washington State Highway Commission, and by attaching hereto the official seal of said respective officers the day and year first above written.

STATE OF OREGON, by and through
Its State Highway Commission

Attest:

Floyd Query
Secretary

Approved:

George Cooper
Oregon State Highway Engineer

Approved as to form:

R E Polide
Chief Counsel

Approved as to form:

Roger A. Gendes
Assistant Attorney General

ATTEST:

Louise Goetz
Secretary

Glenn Jackson
Chairman

R N Bradley
Commissioner

David B Simpson
Commissioner

WASHINGTON STATE HIGHWAY COMMISSION

James C. Herdley
Chairman

George D. Zahn
Commissioner

Howard Walsh
Commissioner

Commissioner

Commissioner

SUPPLEMENT AGREEMENT
SUPPLEMENT AGREEMENT NO. 1

This Agreement, made and entered into this _____ day of _____ 1998, between the State of Washington, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called "WSDOT", and the State of Oregon, acting by and through its Department of Transportation, hereinafter called "ODOT".

WHEREAS, both ODOT and WSDOT entered into Agreement GM 0395 (ODOT's No. 3193) on October 25, 1966, which provided for ODOT and WSDOT to jointly be responsible for the operation and maintenance of the two Interstate bridges crossing the Columbia River between Vancouver, Washington and Portland, Oregon on Pacific Highway (Interstate-5). Said agreement states that ODOT shall be responsible for all maintenance and repair of the structures and the expense shall be shared equally by each State; and

WHEREAS, both ODOT and WSDOT determined and agreed that the trunnion portion of the I-5 Interstate bridges had to be repaired. As per the original agreement, ODOT has performed the trunnion repair work, hereinafter referred to as "PROJECT"; and

WHEREAS, both ODOT and WSDOT, at a meeting held on August 1, 1997, verbally agreed that WSDOT would be responsible for the actual cost of the Traffic Management Plan (TMP) for the PROJECT and ODOT would be responsible for the actual cost of construction items of an equal amount to the cost of the TMP, and all additional costs for construction of the PROJECT would be shared equally as per the original agreement, and

WHEREAS, it is desirable to supplement the original agreement to provide for the change in the division of cost (for this PROJECT only) of the work from that agreed to in the original agreement.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made a part hereof, **IT IS MUTUALLY AGREED AS FOLLOWS:**

The actual cost of the PROJECT will be shared between the parties hereto as shown on Exhibit 'A', attached hereto and by this reference made a part of this supplement agreement.

All other terms and conditions of the original agreement shall remain in full force and effect except as modified by this supplement agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

This project was approved by the Oregon Transportation Commission on September 13, 1995 as part of its 1996-1998 Statewide Transportation Improvement Program (page24).

The Oregon Transportation Commission on June 18, 1998, approved Subdelegation Order No. 2 in which the Director grants authority to the Deputy Director/Chief Engineer to approve and execute agreements over \$50,000 when the work is related to a project included in the Statewide Transportation Improvement Plan.

APPROVED AS TO FORM:

By _____
Asst. Attorney General (WSDOT)

Date _____

**STATE OF OREGON
DEPARTMENT OF TRANSPORTATION**

By: _____
Dep. Director/Chief Engineer

Date _____

REVIEWED FOR LEGAL SUFFICIENCY:

By _____
Asst. Attorney General (ODOT)

Date _____

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By _____

Title _____

Date _____

APPROVAL RECOMMENDED:

By _____
Region 1 Manager

Date _____

EXHIBIT A

ESTIMATED TOTAL EXPENDITURES ON I-5 TRUNNION REPAIR PROJECT

WORK ITEM	EST. COST	COST RESPONSIBILITY
Project Design & Engineering	\$398,082	WSDOT/ODOT 50/50 ⁽¹⁾
Construction Mgmt. & Insp.	\$500,000	WSDOT/ODOT 50/50 ⁽¹⁾
Payment to Contractor ⁽²⁾⁽³⁾	\$5,900,000	WSDOT/ODOT 50/50
Direct Expenditures on TMP*	\$600,000	WSDOT 100%

⁽¹⁾ Cost Responsibility shall be ODOT's up to an amount equal to WSDOT's contribution toward the TMP. Once WSDOT's TMP contribution is matched, costs shall be split at a rate of 50/50.

⁽²⁾ Payment to contractor includes the following added work:

a)	Expenditure in support of TMP	\$750,467
b)	Repairs to the Engine House	\$ 83,512
c)	Repair to Counterweight Eyebars	\$ 14,818
d)	New Bridge Handrail (to meet OSHA safety Req.)	\$ 37,295
e)	Coat Wire Rope Clamps	\$ 9,859
f)	New Sheave Covers and platforms	\$ 27,118
g)	Height Indicator Gear	\$ 10,292

⁽³⁾ Payment includes reimbursement on Washington State Sales Tax \$306,000

* Transportation Management Plan

SUPPLEMENT AGREEMENT NO. 2
I-5 Interstate Bridges

No. GM0395 & 3193
Misc. contracts &
agreements no. 3193

This Agreement, made and entered into this 15th day of October 1999, between the State of Washington, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called "WSDOT", and the State of Oregon, acting by and through its Department of Transportation, hereinafter called "ODOT".

WHEREAS, both ODOT and WSDOT entered into Agreement GM 0395 (ODOT's No. 3193) on October 25, 1966, which provided for ODOT and WSDOT to jointly be responsible for the operation and maintenance of the two Interstate bridges crossing the Columbia River between Vancouver, Washington and Portland, Oregon on Pacific Highway (Interstate-5). Said agreement states that ODOT shall be responsible for all maintenance and repair of the structures and the expense shall be shared equally by each State; and

Misc. contracts &
agreements no. 3193

WHEREAS, both ODOT and WSDOT determined and agreed that the bridge spans are in need of being painted. As per the original agreement, ODOT plans to provide the required bridge painting, hereinafter referred to as "PROJECT"; and

WHEREAS, both ODOT and WSDOT, at a meeting held in November 1998 verbally agreed that both states would share in the cost of the PROJECT equally (total estimated cost at that time was \$24 million); and

WHEREAS, ODOT plans to fund its share of the PROJECT as a part of the Highway Bridge Replacement and Rehabilitation Program (HBRR), under Title 23, United States Code, and the Oregon Action Plan; and

WHEREAS, it is desirable to supplement the original agreement to provide for the staging of cost reimbursement from WSDOT to ODOT and also to address the use of federal funding on the PROJECT.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made a part hereof, **IT IS MUTUALLY AGREED AS FOLLOWS:**

1. ODOT shall, as a federal-aid participating preliminary engineering function, conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, and hydraulic studies; identify and obtain all required permits; acquire all right of way; and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.
2. ODOT shall design the PROJECT to meet the American Association of State Highway and Transportation Officials Standards and Specifications for Highway Bridges, as modified by ODOT's Bridge Section Office Practice Manual.

M. C. & A. No. GM0395 & 3193
SUPPLEMENTAL AGREEMENT NO. 2
STATE OF WASHINGTON, DEPT. OF TRANSPORTATION

3. ODOT shall, upon its award of the construction contract, furnish all construction engineering, field testing of materials, technical inspection, and project manager services for administration of the contract.
4. ODOT shall keep accurate cost accounting records and shall provide WSDOT with monthly statements of PROJECT costs. ODOT shall bill WSDOT for its 50 percent share as described below.
5. WSDOT will make available to ODOT for progress billing \$2,000,000 on July 1, 1999, an additional \$3,500,000 on July 1, 2000 and a final \$3,500,000 on July 1, 2001. If the cost of the PROJECT goes beyond the current bid of \$17,167,000, WSDOT will make their 50% share of additional funds available on July 1, 2001.
6. Should WSDOT and ODOT mutually agree to replace the northbound Interstate bridge structure, and should federal construction authorization of said structure be obtained prior to December 31, 2010, one third of PROJECT funding from WSDOT will be returned to WSDOT (33% of WSDOT's 50% of final vouchered PROJECT cost. Approximately \$3,000,000). In said instance, ODOT shall reimburse WSDOT by offsetting this reimbursement in the construction financing of the new structure.
7. As federal funds are to be utilized on the PROJECT, the Standard Provisions attached hereto, marked Attachment 1, respectively, is by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the terms of this agreement and supplement. The parties hereto mutually agree to the terms and conditions set forth in Attachment 1. In the event of a conflict, this agreement shall control over the attachment.
8. This agreement may be terminated by mutual written consent of both parties. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
9. This supplemental agreement and attachments constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this agreement shall not constitute a waiver by ODOT of that or any other provision.

All other terms and conditions of the original agreement shall remain in full force and effect except as modified by this supplement agreement.

M. C. & A. No. GM0395 & 3193
SUPPLEMENTAL AGREEMENT NO. 2
STATE OF WASHINGTON, DEPT. OF TRANSPORTATION

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

This PROJECT was approved by the Oregon Transportation Commission on October 15, 1997 as part of its 1998-2001 Statewide Transportation Improvement Program (page 14).

The Oregon Transportation Commission on March 18, 1999, approved Subdelegation Order No. 2 in which the Director grants authority to the Executive Deputy Director/Chief Engineer to approve and execute agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Plan.

APPROVAL RECOMMENDED:

By Kay Van Suedel
Region 1 Manager

Date 5-4-99

APPROVED AS TO FORM:

By J. M. K. Atchley 5/12/99
Asst. Attorney Gen. (WSDOT)

REVIEWED FOR LEGAL SUFFICIENCY:

By John K. Hermann
Asst. Attorney Gen. (ODOT)

Date 10/14/99

**STATE OF OREGON
DEPARTMENT OF TRANSPORTATION**

By W. Gary Jones
for Exec. Deputy Dir./Chief Engineer

Date 10-15-99
10-15-99

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By Don Wagner

Title R.A.

Date 5-7-99

On January 21, 1999, Donald K. Nelson, Washington Department of Transportation's Assistant Secretary of Environmental and Engineering Services, in accordance with Directive D 01-01, delegated signature authority to the Region Administrators.

ATTACHMENT NO. 1

STANDARD PROVISIONS

JOINT OBLIGATIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will further act for the Agency in other matters pertaining to the project. State and Agency shall actively cooperate in fulfilling the requirements of the Oregon Action Plan. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases of the project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting for FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.

PRELIMINARY & CONSTRUCTION ENGINEERING

3. State, Agency, or others may perform preliminary and construction engineering. If Agency or others perform the engineering, State will monitor the work for conformance with FHWA rules and regulations. In the event that Agency elects to engage the services of a personal service consultant to perform any work covered by this agreement, Agency and Consultant shall enter into a State reviewed and approved personal service contract process and resulting contract document. State must concur in the contract prior to beginning any work. State's personal service contracting process and resulting contract document will follow Title 23 Code of Federal Regulations (CFR) 172, Title 49 CFR 18, ORS 279.051, the current State Administrative Rules and ODOT Personal Services Contracting Procedures as approved by the Federal Highway Administration (FHWA). Such personal service contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. Subcontracts shall contain all required provisions of Agency as outlined in the agreement. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or its consultant prior to receiving authorization from State to proceed. Any amendments to such contract(s) also require State's approval.
4. On all construction projects where State is the signatory party to the contract, and where Agency is doing the construction engineering and project management, Agency, subject to any limitations imposed by State law and the Oregon Constitution, agrees to accept all responsibility, defend lawsuits, indemnify and hold State harmless, for all tort claims, contract claims, or any other lawsuit arising out of the contractor's work or Agency's supervision of the project.

REQUIRED STATEMENT FOR USDOT FINANCIAL ASSISTANCE AGREEMENT

5. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference. That program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of the financial assistance agreement. Upon notification to the Agency of its failure to carry out the approved program, the US Department of Transportation shall impose such sanctions as noted in Title 49, Code of Federal Regulations, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the Agency to obtain future US Department of Transportation financial assistance.
6. The Agency further agrees to comply with all applicable civil rights laws, rules and regulations, including Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
7. The parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, incorporated herein by reference and made a part hereof; Title 49 CFR, Parts 23 and 90, Audits of State and Local Governments; 49 CFR Parts 18 and 24; 23 CFR Part 771; Title 41, USC, Anti-Kickback Act; Title 23, USC, Federal-Aid Highway Act; 42 USC, Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; provisions of Federal-Aid Policy Guide (FAPG), Title 23 Code of Federal Regulations (23 CFR) 1.11, 710, and 140; and the Oregon Action Plan.

STATE OBLIGATIONS

PROJECT FUNDING REQUEST

8. State shall submit a project funding request to the FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and/or construction work for the project. **No work shall proceed on any activity in which federal-aid participation is desired until such approval has been obtained.** The program shall include services to be provided by State, Agency, or others. State shall notify Agency in writing when authorization to proceed has been received from the FHWA. Major responsibility for the various phases of the project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations and the Oregon Action Plan.

FINANCE

9. State shall, in the first instance, pay all reimbursable costs of the project, submit all claims for federal-aid participation to the FHWA in the normal manner and compile accurate cost accounting records. Agency may request a statement of costs to date at any time by submitting a written request. When the actual total cost of the project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal 100 percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the project expenditure account(s) and will be included in the total cost of the project.

PROJECT ACTIVITIES

10. State shall, if the preliminary engineering work is performed by Agency or others, review and process or approve all environmental statements, preliminary and final plans, specifications and cost estimates. State shall, if they prepare these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
11. The party responsible for performing preliminary engineering for the project shall, as part of its preliminary engineering costs, obtain all project related permits necessary for the construction of said project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
12. State shall prepare contract and bidding documents, advertise for bid proposals, and award all contracts.
13. Upon State's award of a construction contract, State shall perform independent assurance testing in accordance with State and FHWA Standards, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the project.
14. The State shall, as a project expense, assign a liaison person to provide project monitoring as needed throughout all phases of project activities (preliminary engineering, right-of-way acquisition, and construction). The liaison shall process reimbursement for federal participation costs.

RIGHT-OF-WAY

15. State is responsible for proper acquisition of the necessary right-of-way and easements for construction and maintenance of the project. Agency may perform acquisition of the necessary right-of-way and easements for construction and maintenance of the project, provided Agency (or Agency's consultant) are qualified to do such work as required by the ODOT Right of Way Manual and have obtained prior approval from ODOT Region Right of Way office to do such work.
16. Regardless of who acquires or performs any of the right-of-way activities, a right-of-way services agreement shall be created by ODOT Region Right of Way office setting forth the responsibilities and activities to be accomplished by each party. State shall always be responsible for requesting project funding, coordinating certification of the right-of-way, and providing oversight and monitoring. Funding authorization requests for federal right-of-way funds must be sent through the Region Right of Way offices on all projects. All projects must have right-of-way certification coordinated through Region Right of Way offices (even for projects where no federal funds were used for right-of-way, but federal funds were used elsewhere on the project). Agency should contact the Region Right of Way office for additional information or clarification.
17. State shall review all right-of-way activities engaged in by Agency to assure compliance with applicable laws and regulations. Agency agrees that right-of-way activities shall be in accord with the Uniform Relocation Assistance & Real Property Acquisition Policy Act of 1970, as amended, State's Right of Way Manual and the Code of Federal Regulations, Title 23, Part 710 and Title 49, Part 24.
18. If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
19. Agency insures that all project right-of-way monumentation will be conducted in conformance with ORS 209.150.
20. State and Agency grants each other authority to enter onto the other's right-of-way for the performance of the project.

AGENCY OBLIGATIONS

FINANCE

21. Agency shall, prior to the commencement of the preliminary engineering, utility, right-of-way acquisition and miscellaneous phases, deposit with State its estimated share of each phase upon receipt of a written request from State.

22. Agency's share of construction shall be deposited in two parts. The initial deposit shall represent 65 percent of the Agency's share, based on the engineer's estimate and shall be requested three weeks prior to opening bids on the project. The contract will not be awarded until the deposit is received. Upon award of the contract, the balance of the Agency's share shall be requested and deposited with the State in a timely manner.
23. Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (Local Government Investment Pool, and an Irrevocable Limited Power of Attorney is sent to ODOT's Financial Services Branch), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of the State. The deposit may also be in the form of cash.
24. Deposits may be applied to any phase of the project under the same agreement.
25. Additional deposits, if any, shall be made as needed upon request from the State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the project.
26. Agency shall present invoices for 100 percent of actual costs incurred by Agency on behalf of the project directly to State's Liaison Person for review and approval. Such invoices shall identify the project and agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be presented for periods of not less than one-month duration, based on actual expenses to date. All billings received from Agency must be approved by State's Liaison Person prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of FAPG, 23CFR 1.11, 710, and 140. Final billings shall be submitted to State for processing within three months from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering 2) last payment for right-of-way acquisition and 3) third notification for construction. Partial billing (progress payment) shall be submitted to State within three months from date that costs are incurred. Final billings submitted after the three months may not be eligible for reimbursement.
27. The cost records and accounts pertaining to work covered by this agreement are to be kept available for inspection by representatives of State and the FHWA for a period of three (3) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (49 CFR 18.42).
28. If Agency should cause the project to be canceled or terminated for any reason prior to its completion, Agency agrees to reimburse State within three months of billing for any costs that have been incurred by State on behalf of the project.
29. State shall request reimbursement, and Agency agrees to reimburse State, for federal-aid funds distributed to Agency if any of the following events occur:
 - a) That right-of-way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the federal-aid funds were authorized;

- b) That right-of-way acquisition is undertaken utilizing federal-aid funds and actual construction is not started by the close of the twentieth fiscal year following the fiscal year in which the federal-aid funds were authorized for right-of-way acquisition.
 - c) That construction proceeds after the project is determined to be ineligible for federal-aid funding (e.g., no environmental approval, lacking permits, or other reasons).
30. The agreement is subject to the provisions of the Single Audit Act of 1984 (49 CFR, Part 90) as stated in Circular A-128 of the United States Office of Management and Budget.
31. Agency shall maintain all project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.

RAILROADS

32. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the appropriate Region contact or Railroad & Utility Engineer. Only those costs allowable under 23 CFR 646B & 23 CFR 140I, shall be included in the total project costs; all other costs associated with railroad work will be at the sole expense of the Agency, or others. Agency may request State, in writing, to provide railroad coordination and negotiations. However, the State is under no obligation to agree to perform said duties.

UTILITIES

33. Agency shall relocate or cause to be relocated, all utility conduits, lines, poles, mains, pipes, and other such facilities where such relocation is necessary in order to conform said utilities and facilities with the plans and ultimate requirements of the project. Only those utility relocations, which are eligible for federal aid participation under the FAPG, 23 CFR 645A, shall be included in the total project costs; all other utility relocations shall be at the sole expense of the Agency, or others. State will arrange for utility relocations/adjustments in areas lying within jurisdiction of State, if State is performing the preliminary engineering. Agency may request State in writing to arrange for utility relocations/adjustments lying within Agency jurisdiction, acting on behalf of Agency. This request must be submitted no later than 21 weeks prior to bid let date. However, the State is under no obligation to agree to perform said duties.
34. Agency shall follow established State utility relocation policy and procedures. The policy and procedures are available through the appropriate Region Utility Specialist or ODOT Right of Way Section's Railroad and Utility Coordinator.

STANDARDS

35. Design standards for all projects on the National Highway System (NHS) and the Oregon State Highway System shall be in compliance to standards specified in the current ODOT Highway Design Manual and related references. Construction plans shall be in conformance with standard practices of State for plans prepared by its own staff. All specifications for the project shall be in substantial compliance with the most current "Oregon Standard Specifications for Highway Construction".
36. Agency agrees that minimum design standards for non-NHS projects shall be recommended AASHTO Standards and in accordance with the current "Oregon Bicycle and Pedestrian Plan", unless otherwise requested by Agency and approved by State.
37. Agency agrees and will verify that the installation of traffic control devices shall meet the warrants prescribed in the "Manual on Uniform Traffic Control Devices and Oregon Supplements".
38. All plans and specifications shall be developed in general conformance with the current "Contract Road Plans Guide" and the current "Guideline to Region/Consultants/Local Agency for the Preparation of Highway Contract Specifications".
39. The standard unit of measurement for all aspects of the project will be System International (SI) Units (metric). This includes, but is not limited to, right-of-way, environmental documents, plans and specifications, and utilities.

GRADE CHANGE LIABILITY

40. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
41. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
42. Agency, if a City, by execution of agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the project covered by the agreement.

CONTRACTOR CLAIMS

43. Agency shall, to the extent permitted by State law, indemnify, hold harmless and provide legal defense for the State against all claims brought by the contractor, or others resulting from Agency's failure to comply with the terms of this agreement.

MAINTENANCE RESPONSIBILITIES

44. Agency shall, upon completion of construction, thereafter maintain and operate the project at its own cost and expense, and in a manner satisfactory to State and the FHWA.

WORKERS' COMPENSATION COVERAGE

45. Agency, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

LOBBYING RESTRICTIONS

46. Agency certifies by signing the agreement that:
 - A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

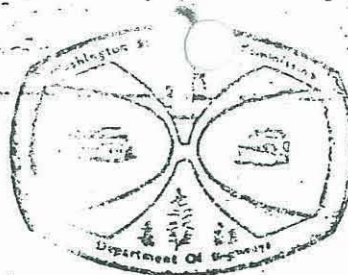
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, US Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Paragraphs 33, 34, and 44 are not applicable to any local agency on state highway projects.

WASHINGTON STATE
HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS

Highway Administration Building
Olympia, Washington 98504 (206) 753-6000



Daniel J. Evans - Governor
G.H. Andrews - Director

December 13, 1971

RECEIVED *Edwards*
TO _____
FOR _____

Mr. R. L. Porter
State Highway Engineer
State Highway Division
State Highway Building
Salem, Oregon 97310

Re: Letter of Intent
Maintenance of Columbia
River Crossings

Dear Mr. Porter

This letter is to serve as a Memorandum of Intent between the Washington State Department of Highways and the Oregon State Highway Division regarding cooperative maintenance and/or operation of the existing and future Columbia River Crossings, including ferries, that are or will be publicly owned, and for which one or both states are responsible.

The respective states have concluded that it is in the best interest of both states to jointly assign specific responsibilities for each of the crossings, and to provide for the financial responsibility of such maintenance or operation. It is agreed that the maintenance of these facilities is of mutually economic and social benefit to both states and therefore the cost of such maintenance should be shared equally by the two states.

For accounting purposes, and because of problems peculiar to each crossing a separate agreement will be prepared for each crossing.

Agreements will be prepared without regard for the actual location of the interstate boundary line. It is intended that the agreements will be written in a manner to avoid any controversy with respect to interterritorial jurisdiction.

To implement the intent of this letter, each agreement executed will contain a reference to this letter, and a copy marked Exhibit "A" will be attached to each agreement.

Exhibit A.

GM 832

Mr. R. L. Porter

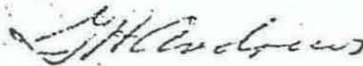
-2-

Upon your approval of this letter, personnel from this Department will proceed to examine existing agreements between the two states, consider the maintenance problems of each crossing, discuss the problems with your staff, and prepare agreements for each crossing for your consideration.

If you concur with the foregoing statements, please sign both copies and return one copy for our records.

Also enclosed is a proposed basic agreement for your comments.

Sincerely,




G. H. ANDREWS
Director of Highways

GHA:bt

Enclosures

I concur with the intent set forth
in this letter

STATE OF OREGON
STATE HIGHWAY DIVISION



State Highway Engineer

January 5, 1972

Date

GM

832

