

WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

INTRA-DEPARTMENTAL COMMUNICATION

Date: 20 November 1986

From: Ed W. Ferguson/D.A. Schneider  
476-6101

Subject: C.S. 0601 SR 5 Project 45001Q  
I-5 Interstate Bridge  
State of Oregon  
Agreement No. GC 8113

To: J.D. Cheek  
KF-01

Attached for your distribution is an original and two (2) copies of the  
subject agreement which is fully executed.

EWf:ld  
DAS ✓  
Attachment  
cc: D. Peach

EDM:pf  
7/29/86  
REVISED  
8/4/86

Misc. Contracts & Agreements  
No. 8884

GC8113

PRELIMINARY ENGINEERING-CONSTRUCTION FINANCE AGREEMENT  
I-5 INTERSTATE BRIDGE REPAIR

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 called "Oregon", and the STATE OF WASHINGTON, acting by and through its Secretary of Transportation hereinafter called "Washington".

W I T N E S S E T H

RECITALS

1. By virtue of an Agreement dated October 25, 1966, Oregon and Washington have jointly operated and maintained the two interstate bridges across the Columbia River between Vancouver and Portland on the Pacific Highway (I-5) for the benefit of the traveling public.

2. Oregon and Washington have deemed it necessary and desirable to rehabilitate the northbound lift span and restore the bridge decks and expansion joints, on both of the Columbia River (Interstate) Bridges, hereinafter referred to as "project." The project will be financed with FAI-4R funds available to each state. Oregon will provide 50 percent of the total cost and Washington will provide the remaining 50 percent.

3. Maintenance responsibilities will remain the same as previously established in the maintenance agreement (Washington GM 395) dated October 25, 1966.

OREGON OBLIGATIONS

1. Oregon shall conduct the necessary field survey and investigations, obtain all permits required, prepare the plans, specifications, and estimates for the project; and submit all pertinent data to Washington for their review and approval.

2. Upon receipt of approval by Washington of the plans, specifications, and estimates, Oregon shall prepare the contract documents and advertise for bids for construction of the project.

3. Subject to approval by Washington, Oregon shall award the contract to the low bidder, if bidding requirements are met. Any such contract awarded shall require the contractor to comply with Washington laws relating to public contracts that could include permits and licenses, industrial accident insurance, taxes, including sales tax, and other laws that are applicable.

4. Oregon shall assume responsibility for administration of the contract, supervision of construction, and certification of compliance with specifications.

5. The total actual cost of the project, including design, contract bid items, construction engineering, and contingency items shall be paid in the first instance by Oregon. Oregon thereafter, as work progresses, shall furnish Washington with monthly invoices for engineering services and a true copy of estimates and payments made.

6. Oregon shall furnish copies of the weekly progress report to the Washington liaison person during construction phase of the project. The weekly progress report briefly states the progress achieved during the previous one-week period and the overall progress to date, including costs incurred.

7. Oregon shall submit proposed force account work orders and price agreements to the Washington liaison person for review and approval prior to issuance of a change order to the contractor.

#### WASHINGTON OBLIGATIONS

1. Washington shall review the plans, specifications, and estimates submitted by Oregon for the project and promptly thereafter advise Oregon of its approval, disapproval, or recommended modifications.

2. Washington shall, upon receipt of invoices from Oregon conveying progress payments paid to the contractor, and for engineering services, reimburse Oregon in the amount of 50 percent of the costs of such progress payments within 30 days.

3. Washington shall, upon receipt of final invoices from Oregon showing all costs incurred, including final payments to contractor, preparation of plans, specifications, and estimates, advertising for bids and supervising the construction, reimburse Oregon in the amount of 50 percent of the cost of the project within 90 days thereof.

4. This agreement shall be signed for and on behalf of the Washington Department of Transportation and the Secretary of Transportation, by the Project Development Engineer, and the project shall be open for inspection by the States of Washington and Oregon throughout the entire construction of the project.

5. Washington shall assign a liaison person to periodically review progress of the project and assure the quality of work and materials. The liaison person shall be delegated the authority to review and approve proposed change orders. Expenses incurred by the liaison person may be charged to the cost of the project.

6. Washington shall review all plans, specifications, and estimates received from Oregon and promptly advise Oregon of its approval or recommended modifications and review and approve proposed price agreements and construction changes.

## GENERAL CHANGES

1. Upon completion of the project, representatives of Oregon and Washington shall confer with respect to the acceptance of the project.
2. Oregon shall provide 50 percent and Washington 50 percent of federal aid participating and nonparticipating costs of the project.
3. The parties hereto agree and understand that this agreement shall be subject to concurrence of the Oregon and Washington Division Administrators of the Federal Highway Administration, or their duly authorized representatives, and shall not be binding on their part until said concurrence is obtained.
4. Upon presentation of this agreement, and approval by the Oregon Transportation Commission, two fully-executed copies will be returned for the Washington State Department of Transportation files.
5. 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; and Titles 2 and 3 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
6. The Special Provisions for the contract work shall include a stipulation that:

The contract shall carry minimum personal injury and property damage insurance with a single limit of \$1,000,000 for all claims arising out of a single accident or occurrence. The Contractor shall also provide an additional \$1,000,000 excess insurance coverage over the basic \$1,000,000 coverage. The Contractor shall include the State of Oregon, by and through its Department of Transportation, its officers, agents, and employes, and the Oregon Transportation Commission as named insured on insurance policies, and shall also include the State of Washington as named insured on insurance policies issued for this project, or shall furnish an additional insured endorsements naming the same as additional insured to the Contractor's existing public liability and property damage insurance.

Before the contract is executed, the Contractor shall furnish to Oregon and Washington, a certificate of insurance for the limits set out above which is to be in force and applicable to the project.

The insurance coverage shall not be amended, altered, modified, or cancelled insofar as the coverage contemplated herein is concerned without at least 30 days' notice mailed by registered mail to Oregon and Washington.
7. During the progress of the construction, and for a period of not less than three years from the date of final payment to Oregon, the records and accounts pertaining to the construction of the project and accounting therefore are to be kept available for inspection and audit by Washington

and/or the Federal Government and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claims, or audit is commenced, the records and accounts, along with supporting documentation, shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

8. No liability shall attach to Oregon or Washington by reason of entering into this agreement except as expressly provided herein. The parties agree that each shall be responsible for the negligence of its officers, employees, and agents.

9. The preliminary estimate of project costs is \$3,000,000. Oregon and Washington funding shares shall be based on the actual total cost of the project.

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

The agreement was approved by the Washington State Department of Transportation on 10-24-86, at which time the Project Development Engineer was authorized and directed to sign said agreement for and on behalf of the Department of Transportation.

APPROVED AS TO FORM

STATE OF WASHINGTON, by and through its Department of Transportation

By [Signature]  
Asst. Attorney General

By [Signature]  
Project Development Engineer

Date 10-24-86

The Oregon Transportation Commission, by a duly authorized delegation order, authorized its Chairman or Vice Chairman to act in its behalf in approving this agreement. Approval was given for this agreement on NOV 19 1986 by [Signature], which approval is on file in the Commission records. The delegation order also authorizes the State Highway Engineer to execute the agreement on behalf of the Commission.

APPROVED AS TO LEGAL SUFFICIENCY

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

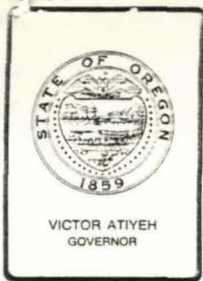
By [Signature]  
Asst. Attorney General

By [Signature]  
State Highway Engineer

Date 11/14/86

APPROVAL RECOMMENDED

By [Signature]  
Region Engineer



# Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

November 17, 1986

In Reply Refer To  
File No.:

Washington Department of Transportation  
4200 Main Street  
P.O. Box 1709  
Vancouver, WA 98668-1709

AGR

Attention: Ed W. Ferguson, PE  
District Administrator

Attached for your records is a fully executed copy of an agreement for the rehabilitation of the northbound lift span and the restoration of bridge decks and expansion joints on both Columbia River (Interstate) Bridges.

We have retained a fully executed copy of this agreement for the Transportation Commission's files.

*Fran Neavoll*  
Fran Neavoll  
COMMISSION SERVICES

bk

Att.

| D.O.T. NOV 16 1986 Dist 4           |                                |
|-------------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> | District Admin. <i>guy</i>     |
| <input type="checkbox"/>            | Personnel                      |
| <input type="checkbox"/>            | Safety                         |
| <input type="checkbox"/>            | Location Engr.                 |
| <input type="checkbox"/>            | Asst. Loc. Engr.               |
| <input type="checkbox"/>            | Project Review                 |
| <input type="checkbox"/>            | Trans. Planning                |
| <input checked="" type="checkbox"/> | Utilities Engr.                |
| <input type="checkbox"/>            | Land Arch.                     |
| <input type="checkbox"/>            | P.E.                           |
| <input type="checkbox"/>            | P.E.                           |
| <input type="checkbox"/>            | Construction Engr.             |
| <input type="checkbox"/>            | Asst. Const. Engr.             |
| <input type="checkbox"/>            | Const. Asst.                   |
| <input type="checkbox"/>            | Soils                          |
| <input type="checkbox"/>            | P.E.                           |
| <input checked="" type="checkbox"/> | Maintenance Engr. <i>11/12</i> |
| <input checked="" type="checkbox"/> | Asst. Maint. Engr.             |
| <input type="checkbox"/>            | Traffic Oper.                  |
| <input type="checkbox"/>            | Mgmt. Analyst                  |
| <input type="checkbox"/>            | Flwy. Supts.                   |
| <input checked="" type="checkbox"/> | Management Serv.               |
| <input type="checkbox"/>            | Project Control                |
| <input type="checkbox"/>            | Data Process'g                 |
| <input type="checkbox"/>            | Accounting                     |
| <input type="checkbox"/>            | State Aid                      |
| <input type="checkbox"/>            | Right of Way                   |
| <input type="checkbox"/>            | Dist. Secretary                |
| <input type="checkbox"/>            | File                           |