

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the STATE OF OREGON, by and through its Department of Transportation, Highway Division, hereinafter called "Oregon" and the STATE OF WASHINGTON, acting by and through its State Transportation Commission and its Secretary of Transportation, hereinafter called "Washington."

W I T N E S S E T H

RECITALS:

1. WHEREAS, Oregon and Washington are presently engaged in the development of contract plans and construction of a bridge across the Columbia River in the vicinity of Portland, Oregon and Vancouver, Washington (Interstate Highway FAI-205); and the parties entered into an agreement dated October 21, 1969, delineating the responsibilities of each State to accomplish the above.
2. WHEREAS, the responsibilities of each State did change from those provided in the agreement of October 21, 1969.
3. WHEREAS, Oregon and Washington did enter into an agreement dated May 29, 1974, setting forth revised responsibilities and rescinding the agreement of October 21, 1969.
4. WHEREAS, the responsibilities of each State have changed from those provided in the agreement of May 29, 1974.

5. WHEREAS, Oregon and Washington desire to enter into a new agreement delineating the current responsibilities of each State;

NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is mutually agreed by and between the parties hereto as follows:

I. Cancellation of Previous Agreements and Effective Date

The terms and conditions of the original agreement entered into by Oregon and Washington on October 21, 1969 and the revised agreement entered into by the States on May 29, 1974 shall be null and void on the date this agreement becomes effective. The effective date of this agreement is the date of final approval by both States.

II. I-205 Route and Temporary Connections

Oregon and Washington, each observing its own legal requirements in the process, shall each proceed diligently at its own expense to develop and construct that part of Interstate Highway FAI-205 lying within its jurisdiction, except for the portions of the bridge across the Columbia River as provided for hereinafter. Washington shall complete and have ready for traffic by the completion of the Columbia River Bridge an interchange or suitable temporary connection between the new bridge route and SR 14, and Oregon shall have similarly completed an interchange or suitable temporary connection to the Banfield Freeway.

III. Bridge Location

Attached hereto and by this reference made a part of this agreement is a plan sheet marked Exhibit A, showing the location of the bridge to be constructed.

#### IV. Project Description

The project covered by this agreement is that portion of I-205 consisting of a structure from the Oregon shore to Government Island; embankment across Government Island; a structure across the Columbia River, Burlington Northern Railroad, Evergreen Highway and Washington State Highway SR 14 referred to as the Lewis and Clark Highway. For the purpose of this agreement the project is divided into the following sections:

South Channel structure from the Oregon shore, station 125+70 to the Government Island, station 94+80; the Government Island Embankment Section from 94+80 to 83+10; the North Channel Section from 82+10 to 25+83 southbound structure and 26+11 northbound structure; and the Washington Shore Section from the end of the North Channel Section to station 8+43. The stations given are Oregon stations and are approximate only.

The actual limits of the various sections are as set forth in the contracts for the construction of the different sections. For the purpose of this agreement the Oregon-Washington border is located at Oregon station 35+53.

The project will be constructed under five contracts:

1. North Channel Section Substructure and Government Island Section embankment, construction to be administered by Oregon. I-205-7(52) 215 10709.
2. Washington Shore Section, construction to be administered by Washington. I-205-1(121) 0 00833
3. North Channel Section superstructure, construction to be administered by Oregon. I-205-7(66) 215 145 390

4. South Channel Section, construction to be administered by Oregon. All ODOT Response.
5. Miscellaneous contract for surfacing, illumination, traffic control and miscellaneous items of work throughout the entire project, construction to be administered by Oregon.

V. Ownership

Upon completion, each state shall own that part of the structure lying within its boundaries together with the right to have that part of the bridge structure located in the other state maintained and remain open to travel for the benefit of the public as a free bridge.

VI. Source of Funds

The cost of development and construction of the project shall be paid from state highway funds or other funds available to each state, including but not limited to Federal-aid Funds available for construction of the National System of Interstate and Defense Highways, pursuant to Title 23, United States Code.

VII. Division of Project Costs

Each party shall pay a portion of the cost of development and construction of the project including preliminary engineering, consultant fees, contract amounts, construction engineering, et cetera.

A. Cost to be distributed.

1. All planning and design studies except the feasibility studies for the southerly extension of the North Channel structure.

2. Design of the Washington Shore and North Channel Sections.
3. Construction of the North Channel Section including construction engineering and other authorized costs for construction excluding Washington sales tax.
4. Paving, signing, lighting, and such other miscellaneous construction costs including construction engineering but excluding Washington sales tax required to complete that portion of the project within the limits of the North Channel Section and the Washington Shore Section.

Costs for right of way acquisition required to construct and maintain the project, constructing approaches and connecting roads within each state will be the responsibility of that state. Washington sales tax will be the responsibility of Washington. The feasibility study for the southerly extension of the North Channel Bridge and design and construction costs for the Government Island Embankment and South Channel Sections will be the responsibility of Oregon.

#### B. Distribution of Project Costs and Payment

##### 1. Proportionment of Costs

(a) Final costs in VII A (1) and (2) shall be proportioned to each state in the same proportion as the cost of the contract work performed in that state bears to

the total cost of construction of the North Channel and the Washington Shore Sections. These costs shall be proportioned 35% to Washington and 65% to Oregon until final proportionment is computed.

(b) All costs in VII A (3) shall be proportioned to each State in the same proportion as the cost of the contract work performed in that state bears to the total cost of construction of the North Channel structure.

(c) All costs in VII A (4) shall be proportioned to each State in the same proportion as the cost of the contract work performed in that state bears to the total cost of the construction as set forth under VII A (4).

## 2. Accounting Procedure

All costs shall be accumulated and computed according to the established procedures prevailing in the state which has the responsibility to pay the charge in the first instance, and all records related thereto shall be maintained for a period not less than three years following completion of the project and receipt of final payment by both states from the Federal Highway Administration.

## 3. Progress Payments

(a) Washington Shore Structure contract progress payments shall be made by Washington with no participation by Oregon.

(b) Substructure and superstructure contracts, North Channel Section and that portion of the miscellaneous contract within the limits of the North Channel and Washington Shore Sections. Oregon will make progress payments to the contractor, then be reimbursed by Washington for Washington's share. Construction engineering costs will be prorated between the states on the basis of the contract work to be performed in each state. Washington sales tax will be added to contract progress payment in accordance with Washington tax laws and rules established by the Washington Department of Revenue. Washington sales tax paid by Oregon with progress payments will be reimbursed by Washington.

(c) South Channel contract Government Island Section of the North Channel substructure contract, and the portion of the miscellaneous contract within the limits of the South Channel and Government Island Sections. Progress payments to be made by Oregon with no participation by Washington.

(d) Upon completion of the final apportionment, final payments as required to settle any balances due either state shall be made.

#### 4. Change Orders

Any change order in a contract being administered by one state which has a fiscal or other impact on the other state or work being administered by the other state

state shall have approval of that state before work is performed. Such change orders shall be reviewed by the impacted state before negotiations are finalized between the contracting State and the Contractor. Adequate time for such review shall be provided by the contracting State. Any change order which results in a changed appearance of the completed structure shall be approved in advance by both states. Necessary FHWA approvals will be obtained by the State administering the contract.

5. Final Distribution

Final distribution of all costs shall be on the basis of actual cost of contracted work in each state.

VIII. Approval of Construction Bids

- A. For construction work eligible for division of costs per Section VII A, each State will review the three lowest responsible bids for work to be awarded by the other State and notify the other State of its approval or disapproval of any such bids within ten calendar days following receipt of the bids from the contracting State.
- B. Each contracting state shall award the contract for construction work to the lowest responsible bidder in accordance with the law of the contracting state unless the contracting state has rejected said bid. In the event of



disagreement between the States as to the acceptable bid for award, the contracting State will immediately schedule a consultation between the States to resolve the disagreement.

- C. No contract will be awarded without the express written approval of both states.

IX. Things to be Done by Oregon

In connection with the development and administration of the project, the State of Oregon shall do the following:

- A. Provide all right of way necessary for the project lying within the State of Oregon, together with any rights of way required for necessary approaches and connecting roads.
- B. Obtain all necessary permits for the construction of the project, either from the Federal Government or other bodies having jurisdiction of the same, excepting any permits required for the approach and connecting roads within the State of Washington.
- C. Prior to commencing work on plans, specifications, and estimate preparation, Oregon will furnish estimates of cost for such work to Washington. Prepare plans, specifications and estimates for the proposed construction and submit the same to Washington for its approval and review. Oregon may engage the services of a consultant, mutually satisfactory to both states, in the performance of this work. Quantity estimates shall be subtotaled for

the portion of the structure in Washington and for the portion of the structure in Oregon.

- D. The items listed below in subparagraphs 1 through 5 apply to the structure and embankment work (from approximate Oregon Stations 26+10 to 94+80) contracted by Oregon to the miscellaneous work (paving, et cetera, from approximate Oregon Stations 8+43 to 126+00) contracted by Oregon, and to the construction engineering work for same.
1. Upon receipt of approval of the plans, specifications and estimates by Washington, advertise the construction for bids; bids to be opened by Oregon at a convenient time and place.
  2. Subject to the provisions of Section VIII, award contracts for construction.
  3. Supervise the performance of the project construction contract and supervise all details with respect to the construction of said bridge. Transmit to Washington one copy of all shop drawings for work in which Washington has a monetary interest at the time of submittal of drawings by the contractor to Oregon for Washington's use and records.
  4. Make payment, in the first instance, for all progress estimates due the contractor as the work proceeds and submit copies of the same to Washington for reimbursement as provided for herein.

5. Perform construction engineering work as construction work proceeds and submit billing for progress payments for same to Washington for reimbursement as provided herein.
  6. Upon final completion and acceptance of the project, made with Washington approval, make final payment to the contractor and prepare and submit to Washington a detailed statement of costs computed in accordance with paragraph VII of this agreement. The statement shall indicate Washington's share of the costs and any overpayments based on intermediate estimates shall be reimbursed to Washington within a reasonable time by Oregon.
- E. Make payment for all progress estimates due the design/construction consultant for engineering services rendered in connection with the project as the work proceeds and submit copies of the same to Washington for reimbursement as provided for herein. Provide Washington a copy of each monthly progress report furnished by the consultant.
  - F. Insure, in a timely manner, Federal Highway Administration participation and approval to proceed with the work on all work under this project prior to the beginning of any authorization for work to begin except for those contracts or agreements executed by Washington.

- G. Coordinate with Washington on construction scheduling of abutting Washington Shore and North Channel work under the contracts awarded by both Oregon and Washington in order that work may be completed in an orderly and efficient manner.
- H. Complete at its own expense and without compensation from the State of Washington, the following items:
  - 1. Design and construction of the embankment on Government Island.
  - 2. Design of the South Channel structure.
  - 3. Construction of the South Channel structure including construction engineering.
  - 4. Design of the miscellaneous work (paving, et cetera) for the Government Island embankment and the South Channel structure.

X. Things to be Done by Washington

In connection with the development and administration of the project, the State of Washington shall do the following:

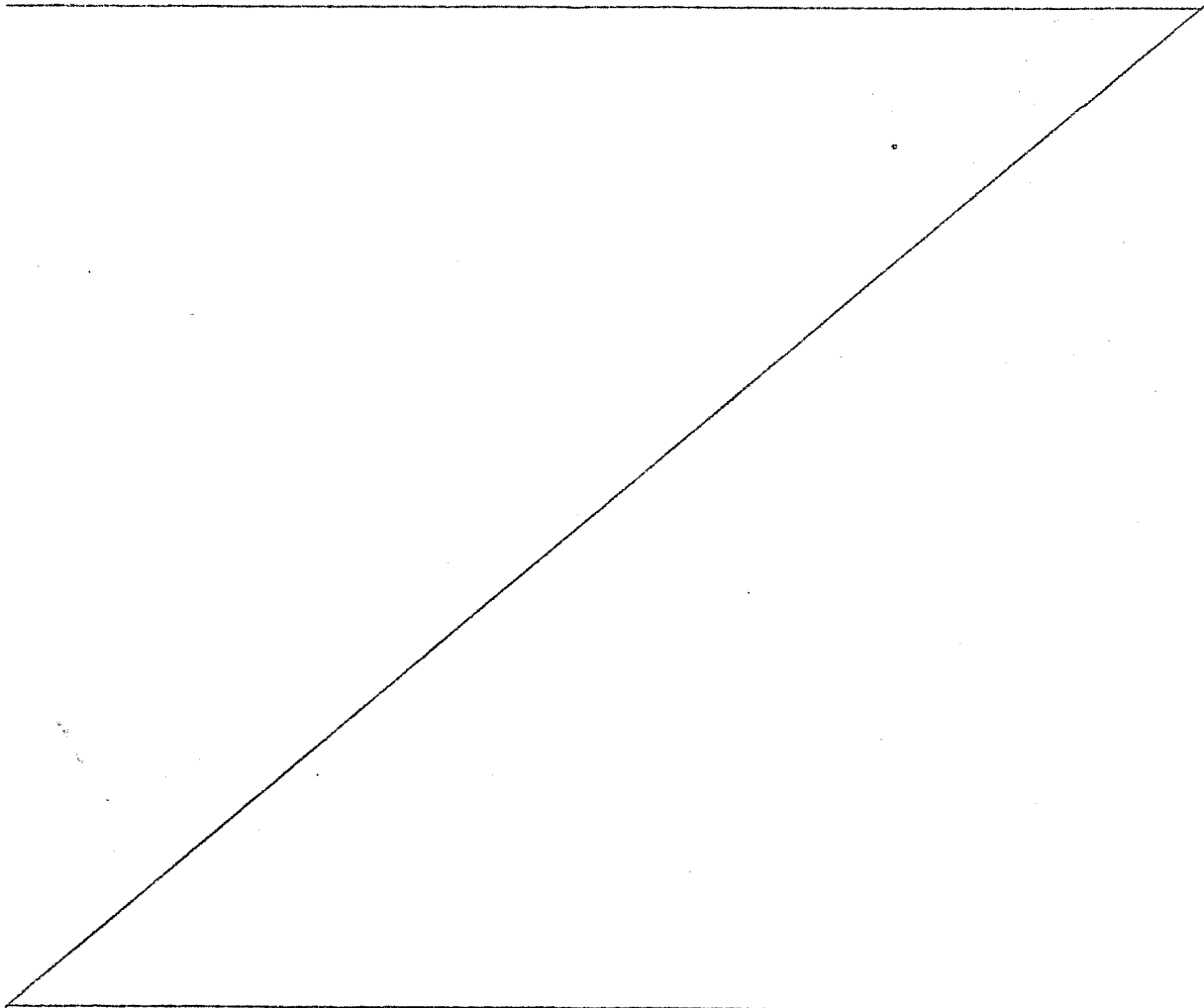
- A. Provide all right of way for the project lying within the boundaries of the State of Washington.
- B. Review the plans, specifications and estimates submitted by Oregon for the project and promptly thereafter advise Oregon of its approval or recommended modifications.
- C. The items listed below in subparagraphs 1 through 3 apply to the North Channel structure and Government Island

embankment construction work (approximate Oregon Stations 26+10 to 94+80) contracted by Oregon, the miscellaneous (paving, et cetera) construction work (approximate Oregon Stations 8+43 to 126+00) contracted by Oregon, and to the construction engineering work for same.

1. Review estimates for construction changes, other than nominal unit overruns, and promptly advise Oregon of approval, or recommended modifications.
  2. Within a reasonable time after submission of invoices from Oregon, covering progress estimates paid to the contractor and construction engineering costs, reimburse Oregon in the amount of Washington's share thereof computed in accordance with paragraph VII of this agreement. In the event that Oregon submits a progress estimate for other costs incurred upon the project, Washington shall pay its share thereof computed according to paragraph VII of this agreement.
  3. Following final payment to the contractor, upon receipt of all necessary invoices showing the total costs incurred and Washington's share thereof, computed according to paragraph VII of this agreement, pay to Oregon within a reasonable time any balance due thereon.
- D. Complete at its own expense and without compensation from the State of Oregon, construction of spans 1 through 10

of the structure (approximate Station 8+43 to 26+10) including construction engineering for same.

- E. Coordinate with Oregon on construction scheduling of the work in Span 10 in order that abutting work under the contracts awarded by both Washington and Oregon may be completed in an orderly and efficient manner.
- F. Within a reasonable time after submission of invoices, reimburse Oregon for Washington's share of consulting engineering services as computed in accordance with Section VII of this agreement.




XI. Perpetual Maintenance

Perpetual maintenance will be the subject of a separate agreement in accordance with the intent of Washington's letter dated December 13, 1971 and Oregon's letter dated January 5, 1972, copies of which (both letters) are on file with each state.


IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals this 19<sup>th</sup> day of December, 1977.

The Oregon Transportation Commission, by a duly adopted delegation order, authorized its Chairman or Vice Chairman to act in its behalf in approving this contract. Approval was given for this contract on Dec. 13, 1977, by CHAIRMAN JACKSON, which approval is on file in the Commission records. The delegation order also authorizes the State Highway Engineer to execute the contract on behalf of the Commission.

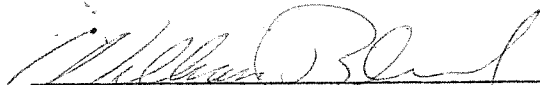
APPROVED AS TO FORM:

  
Assistant Attorney General and  
Counsel (Oregon)


State of Oregon by and through its  
Department of Transportation  
Highway Division

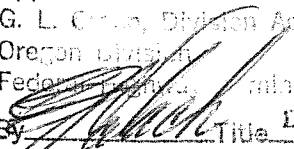
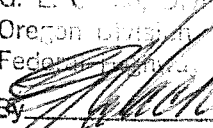
  
H. S. Coulter  
State Highway Engineer

APPROVED AS TO FORM:

  
Assistant Attorney General  
(Washington)

STATE OF WASHINGTON  
Washington State Transportation Commission

By   
Secretary of Transportation

Approved Date JAN 6 1978  
G. L.  Division Administrator  
Oregon Division  
Federal Highway Administration  
By  Title District Engineer