

**INTERGOVERNMENTAL AGREEMENT BETWEEN PORTLAND BUREAU OF  
TRANSPORTATION AND TRIMET FOR THE REVIEW AND INSPECTION OF  
PROPOSED IMPROVEMENTS AT THE SW BOND AVENUE AND SW PORTER  
STREET INTERSECTION**

This Intergovernmental Agreement ("Agreement"), dated this \_\_\_\_ day of \_\_\_\_\_, 2016, ("Effective Date") is made and entered into by and between the **City of Portland, Bureau of Transportation** ("PBOT") and the **Tri-County Metropolitan Transportation District of Oregon** ("TriMet"), collectively hereinafter referred to as "the Parties."

**RECITALS**

1. PBOT is a bureau of the City of Portland, a municipal corporation organized under the laws of the State of Oregon. TriMet is created and operated under ORS Chapter 267 and owns and operates the public mass transit system serving the tri-county area of Multnomah, Washington and Clackamas counties.
2. The Southwest (SW) Bond Avenue Extension is identified in the North Macadam Transportation Development Strategy, adopted by Portland City Council ("Council") Ordinance 36696 in 2009, as a critical component of circulation in South Waterfront and is identified as a top priority project for all modes of transportation. SW Bond Avenue from SW River Parkway to SW Porter Street is under design and will be constructed by PBOT in the years 2016 through 2018.
3. Tilikum Crossing, Bridge of the People, is a critical component of the regional transportation system linking Portland's Central City with neighborhoods and employment areas in southeast Portland and Clackamas County. The west bridge landing of Tilikum Crossing is known as SW Porter Street and hosts light rail, streetcar, bus, pedestrian and bicycle traffic. SW Porter Street is currently a roadway under the control of TriMet.
4. SW Bond Avenue and SW Porter Street are planned to intersect at the same grade at an elevated intersection hereinafter referred to as "the Intersection." Designing and constructing the Intersection requires close coordination between PBOT and TriMet to ensure the safe, efficient operation of the Intersection during and after construction.
5. Both parties desire to enter into an Agreement that will establish terms and conditions by which PBOT will engage and compensate TriMet for performing specific services related to the Intersection, and by which TriMet will grant temporary access to PBOT and its agents for constructing improvements to the Intersection.

Now therefore, the parties agree as follows:

## AGREEMENT

### I. Intersection Features and Phasing

General features and phasing of construction of the Intersection, to be refined further during design, including the following:

- A. Basic Features.** The Intersection will be a four-leg street intersection elevated at the grade of the existing west bridgehead of the Tilikum Crossing where it transitions to SW Porter Street.
- B. Phasing.** The Intersection will be built in two phases, with this Agreement covering only the first phase.
  - 1. The north leg of SW Bond Avenue Extension ("Phase 1," from SW River Parkway to SW Porter Street) will be constructed in 2016 through 2018.
  - 2. The south leg of SW Bond Avenue Extension ("Phase 2," from SW Porter Street to SW Woods Street or further) will be constructed at a currently undetermined time after 2018 in concert with ZRZ Realty development and outside the scope of this Agreement.
  - 3. Phase 1 improvements to the Intersection shall be constructed in a complete manner such that, to the extent foreseeable, Phase 2 improvements will not necessitate further substantial modifications to the Intersection.
  - 4. The entrance to the northerly Greenway access pathway, including proper sizing of the sidewalk and bikeway at the northeast corner of the Intersection, is included in the design of the Intersection. However, design and construction of the complete Greenway access pathways and the Greenway itself will occur separately, led by Portland Parks & Recreation.

### C. Traffic.

- 1. SW Bond Avenue traffic after completion of Phase 1 will be limited to pedestrians and bicycles between SW Porter Street and SW Meade Street, including travel across the Intersection further described in term I-D below.
- 2. Private motor vehicles will not use the Intersection until after completion of Phase 2, at which point SW Bond Avenue will host motor vehicle, bicycle and pedestrian traffic across SW Porter Street. This Agreement does not authorize Phase 2 traffic patterns and users.
- 3. Concurrent with or after Phase 2, when SW Bond Avenue is fully completed between SW River Parkway and SW Whitaker Street, motor vehicle and bicycle traffic will be northbound only across the Intersection.

### D. Pedestrian and Bicycle Crossings.

- 1. Signalized pedestrian and bicycle crossings will be provided and activated on all four corners of the Intersection as part of Phase 1.

2. Pedestrian and bicycle signals for people crossing SW Porter Street at the Intersection shall be user-actuated and timed in a manner that maintains transit signal priority on Tilikum Crossing and SW Porter Street.

**E. Motor Vehicle Crossings.** Hardware for signalized motor vehicle crossings of the Intersection will be installed during Phase 1 that will serve all future phases of SW Bond Avenue. This Agreement does not authorize the activation of traffic signals for private motor vehicle traffic across the Intersection.

**F. Fill Structures and Surcharge.**

1. Construction of SW Bond Avenue will require the construction of retaining walls and fills immediately adjacent to the SW Porter Street structure. Retaining walls are anticipated to be constructed of gravity blocks.
2. Design and construction methods of SW Bond Avenue will seek to prevent, to the extent possible, settlement of the SW Porter Street structure in excess of what is expected to occur in the absence of SW Bond Avenue. These methods include the use of lightweight fill, such as low-density cellular concrete, within approximately thirty (30) feet of the SW Porter Street structure.
3. Preconsolidation of the SW Bond Avenue fill structure will require placement of surcharge approximately two and one half (2.5) feet high within approximately five (5) feet of the SW Porter Street structure and approximately twenty-one (21) feet high (including final fill) within approximately fifty (50) feet of the SW Porter Street structure. The surcharge settlement period is a minimum of eight (8) months.
4. PBOT contractor will place survey pins on the SW Porter Street structure for the purposes of monitoring settlement. Prior to placing survey pins, PBOT's contractor will present locations to TriMet for review and approval.

**G. Utilities.** All utilities associated with SW Bond Avenue will be underground and will utilize existing casings in the SW Porter Street structure. PBOT and utility providers understand that the construction of SW Bond Avenue Extension Phase 1 is the best opportunity to install utility pipes, conduits and duct banks under the Intersection.

**II. Term**

This Agreement is in effect beginning on the Effective Date written on page 1 of this Agreement and ending on June 30, 2019 at 11:59pm Pacific Daylight Time. However, documented TriMet costs attributable to assisting PBOT on the design of the Intersection are retroactive to January 1, 2016.



### III. PBOT Obligations

- A. Responsibility for Project.** Except as otherwise provided herein, PBOT shall design, construct, manage and pay all costs for modifications to the Intersection, including traffic signals, in accordance with preexisting SW Bond Avenue project funding arrangements. The PBOT Project Manager for the Intersection is Steven Szigethy.
- B. Development of Plans and Specifications.** PBOT shall work in close coordination with TriMet during preparation of preliminary and final plans for the Intersection. PBOT will submit plans and specifications for official TriMet review at the remaining deliverable stages established by the project, anticipated to be 60%, 95% and 100% completion points for civil design elements, and separate reviews for traffic signal plans. The Parties understand that TriMet review times shall not commence until all elements appropriate to each stage are submitted at a level of detail that allows effective and efficient review by TriMet. PBOT will make appropriate modifications to the plans and specifications, including traffic signal design, in order to satisfy TriMet requirements.
- C. Construction.** PBOT and its contractors will work with TriMet to perform safe, lawful and timely work on the Intersection, including a concerted effort to minimize disruption of transit operations.
1. PBOT will give advance notice of work to be performed and will work closely with TriMet to schedule work in TriMet right-of-way. Advance notice includes providing a complete project schedule before construction begins, and providing at least three weeks notice to TriMet Safety and Operations staff before beginning construction activities that affect transit operations or TriMet property.
  2. PBOT shall be responsible for communicating its construction plans to adjacent property owners, bicycle and pedestrian advocacy groups, and other affected stakeholders.
  3. PBOT and its contractors will avoid full closure of the Intersection to transit operations. PBOT contractors may perform night work in order to meet this requirement.
  4. Temporary closures of the SW Porter Street / Tilikum Crossing sidewalks and bike lanes may be required, and will occur on only one side of the bridge/structure at any given time. Any disruption to the sidewalks and bike lanes will be coordinated in advance and posted regarding the purpose, scheduled duration and nature of the work with appropriate contact information at PBOT. PBOT and its contractors will implement, in coordination with TriMet, pedestrian/bicycle detours as needed.
  5. PBOT and its contractors will exercise all efforts and follow all applicable regulations to ensure the safety of workers and the traveling public during construction of the Intersection. This includes any and all regulations and best

practices pertaining to working in areas with active rail operations, bus traffic operations and overhead catenary wires.

6. PBOT and its contractors will exercise all efforts to avoid damage to TriMet structures, property and rolling stock during work on and surrounding the Intersection. PBOT shall repair, or cause its contractors to repair, any damage to TriMet property or structures caused by Phase I work. See also Indemnification, term VI-D of this Agreement.
7. PBOT will notify TriMet when particular construction items require inspection by TriMet.

**D. Utilities.** PBOT will coordinate with all city and franchise utilities to design and facilitate installation of utilities as part of Phase 1. Utilities shall use existing casings in the SW Porter Street structure in order to pass through the Intersection. No additional casings shall be installed in the SW Porter Street structure.

**E. Compensation.** This Agreement authorizes a maximum total PBOT reimbursement to TriMet of One Hundred Thousand Dollars (\$100,000). PBOT reimbursement to TriMet is funded by City of Portland Transportation System Development Charges and North Macadam Urban Renewal Area funds. Amounts in excess of One Hundred Thousand Dollars will require an amendment to this Agreement. PBOT shall compensate TriMet only for the four activities defined below.

1. **Design Review and Construction Inspection.** PBOT will compensate TriMet for services performed in association with the design and construction of the Intersection and further described in section IV of this Agreement.
2. **Construction and Operational Coordination.** PBOT will compensate TriMet staff for coordination with Operations and Safety staff related to potential operational impacts to the Intersection. This includes any changes to signal preemption related to adding crossing traffic at the Intersection, including pedestrians and bicyclists upon completion of Phase 1, and motor vehicles upon completion of future phases.
3. **Damages.** In the event that PBOT, any of its contractors, or any other City of Portland bureau causes damage to TriMet property or rolling stock as part of the construction of the Intersection, the responsible party shall reimburse TriMet for the documented material and labor costs of repairing or replacing the item(s).
4. **Disruption of Transit Operations.** In the event that construction of the Intersection interrupts transit service to the extent that TriMet incurs additional transit operational costs (such as a bus bridge/shuttle) above and beyond normal operating conditions, PBOT shall reimburse TriMet for the documented costs thereof.



#### IV. TriMet Obligations

TriMet shall perform or allow the following services and activities pertaining to the design and construction of the SW Bond Avenue and SW Porter Street intersection:

**A. Assignment of Staff.** TriMet will assign staff to assist with review and inspection of the Intersection design and construction. The TriMet project manager for the Intersection is David Unsworth. Anticipated TriMet staff positions committed to the Intersection project include the following:

- Director of Design/Construction:
- Managing Engineer:
- Senior Deputy General Counsel
- Agency Structural Engineer
- Stations Manager
- Field Inspector (Engineer II)
- Traffic Engineer (Engineer III)
- System Engineer (Engineer IV)
- Agency Architect
- Project Control Specialist
- Cost Manager
- Real Property Manager
- Administrative Specialist
- Program Manager

**B. Review of Plans and Specifications.** TriMet will provide review comments at the 60%, 95% and 100% stages of civil design, and for signal plans. For the 60% and 95% stages of civil design and for preliminary signal plans, TriMet will provide comments by email no later than two weeks after PBOT sends a complete review package. Review comments will be sent to the PBOT Project Manager, Steven Szigethy. The review at the 100% stage is intended only to verify that the revisions identified at the 95% stage have been completed. TriMet review comments will focus on aspects of the design that affect TriMet operations and structures.

**C. Construction Facilitation.** TriMet will assist PBOT and its contractors in delivering the Intersection improvements in a safe, lawful and timely manner. TriMet will work with PBOT and its contractors to schedule and coordinate work that affects transit operations and pedestrian/bicycle traffic, including any needed closures, slow orders or flaggers. TriMet will provide these services with three weeks notice by PBOT, per term III-C-1 of this Agreement.

**D. Construction Inspection.** TriMet will inspect work performed by PBOT and its contractors to ensure that it meets specifications and is being performed in a way that protects workers, the traveling public, TriMet rolling stock, and the structural integrity of the Tilikum Crossing and SW Porter Street. TriMet will provide inspection comments by email no later than two weeks after PBOT notifies TriMet of

an inspection need. TriMet may also perform an unsolicited inspection of Intersection work at any time, as long as it does not create an undue burden on the compensation budget.

- E. Invoices.** TriMet requests for PBOT compensation shall be in the form of invoices that include names, positions, wages and hours worked by TriMet staff. Invoices shall be no more frequent than monthly, no less frequent than quarterly, and be sent to PBOT no later than May 31, 2019. Invoices shall be sent to the PBOT project manager.

**F. Permit and Right of Entry**

1. TriMet, as part of and concurrent with the term of this Agreement, hereby grants to PBOT and its agents a Permit and Right of Entry ("Permit") on, across and below portions of the Tilikum Crossing and SW Porter Street properties as illustrated in Exhibit B attached hereto. PBOT and its agents and contractors must also obtain a weekly track access permit from TriMet by contacting John Whipple at 503-962-8158.
2. The Permit includes with it the ability for PBOT and its agents to (i) Operate construction vehicles under the Tilikum Crossing, in which TriMet will work with PBOT and its agents to provide access to this area that currently features a locked gate and enclosure; (ii) Place piping and duct banks along the length of the SW Bond Avenue conduits and casings; (iii) Place survey pins and periodically survey pins to monitor surcharge; (iv) Modify concrete sidewalks and railings; (v) Install and/or modify traffic signals, street lights, striping and signage and (vi) Place transition materials including concrete pour strips and caulk strips.
3. Any further TriMet permits required for construction of the Phase 1 Intersection are hereby authorized by this Agreement and shall be granted to PBOT at the appropriate time.

**V. Operations and Maintenance.** Terms A through D below apply both during the term of this Agreement and after the expiration date of this Agreement, or until another Agreement nullifies this Agreement.

- A. TriMet will retain command and control of Tilikum Crossing as well as SW Porter Street between Tilikum Crossing and SW Moody Avenue, including traffic operations and maintenance of the asset, except as provided in term V-C of this Agreement.
- B. PBOT will have command and control of SW Bond Avenue north of SW Porter Street after a right-of-way dedication document is approved by PBOT and Oregon Health & Science University.
- C. PBOT will be responsible for maintenance and repair of the horizontal joints and vertical concrete pour strips that will separate the SW Porter Street structure and

SW Bond Avenue Phase 1 structure, as well as maintenance of all features of SW Bond Avenue to the north.

- D. No new rights or easements will be needed for pedestrians and bicycles to use the Intersection after completion of Phase 1. Public easements will need to be revisited during Phase 2, outside the scope of this Agreement, to allow private motor vehicles to cross the Intersection.

## **VI. General**

### **A. Termination**

1. This Agreement expires on June 30, 2019 at 11:59pm Pacific Daylight Time unless this Agreement is amended or terminated earlier.
2. Early Termination of Agreement.
  - a) This Agreement may be terminated at any time by mutual written consent.
  - b) Upon thirty (30) days written notice, either party may terminate this Agreement where the public interest requires work to cease.
  - c) In the event of early termination of this Agreement, the work shall cease promptly and a final billing request submitted within sixty (60) days of the effective date of termination. In the event of early termination, eligible costs incurred through the date of the Agreement's termination will be reimbursed.

### **B. Change and Conflict Resolution**

1. Every effort has been made to accurately identify the obligations and costs associated with design and construction of the Intersection. PBOT and TriMet recognize that events and conditions may arise that significantly impact the project. A "significant" impact is one that may require expenditure of PBOT controlled contingency, increase the budget beyond the total authorized amount described in this Agreement, or delay the Phase 1 Intersection improvements more than one year. Should either party identify or foresee such a circumstance, both parties agree to the following:
  - a) As soon as practicable, notify both the project manager and contract manager of the other party in writing of the circumstance, its origin and anticipated or confirmed impact.
  - b) Both project managers shall make reasonable efforts to meet within 14 days to identify anticipated or confirmed affects to the Project's scope, schedule and budget.
  - c) Both parties shall seek to reach agreement on any necessary revisions to this IGA as described below in Section VII. B. 2.



2. If a dispute arises regarding performance, cost, schedule, scope, quality or other terms and conditions of this Agreement, both Parties agree to exercise good faith in expeditiously resolving said conflict in the following manner.
  - a) All conflicts should first be discussed and resolved if at all possible by the project managers specified in this Agreement.
  - b) If the conflict cannot be resolved by the project managers, or involves one of the project managers, then the conflict should be elevated to the supervisory staff of the respective project managers.
  - c) Any conflicts not resolved by supervisory staff shall be elevated to the contract signatories for discussion and resolution.

#### **C. Compliance with Laws**

In connection with its activities under this Agreement, the Parties shall comply with all applicable federal, state and local laws and regulations.

#### **D. Indemnification**

1. Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, TriMet agrees to indemnify, hold harmless and defend the City and its officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees, resulting from or arising out of the activities of TriMet, its officers, employees or agents under this Agreement.
2. Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, PBOT agrees to indemnify, hold harmless and defend, TriMet, its general manager, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees, resulting from or arising out of the activities of PBOT, its directors, employees or agents under this Agreement.

#### **E. Delivery / Maintenance of Records**

TriMet shall maintain records on a current basis to support its billings to PBOT. PBOT or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of TriMet regarding its billings or its work hereunder, for a period of 3 years after completion or termination of this Agreement.

#### **F. Amendments**

1. Except as otherwise provided for in this Agreement, PBOT or TriMet may amend this Agreement only in writing signed by the contract signatories.
2. Changes to the Obligations:

- a) Changes to the TriMet and PBOT obligations under this Agreement that do not increase the total compensation authorized under this Agreement may be made upon written agreement by the project managers identified in this Agreement.
  - b) Changes to the obligations will not take effect or be binding on either party until agreed to in writing.
3. Additional Compensation:
- a) PBOT compensation of TriMet greater than the amount authorized under this Agreement requires an amendment to this Agreement signed by the original signatories or their successors or delegates.
  - b) Additional compensation shall not be due until the amended Agreement is signed by both Parties.

[Signature page to follow]

IN WITNESS WHEREOF, PBOT and TriMet have executed this Agreement as of the Effective Date.

**PBOT**

**TRIMET**

\_\_\_\_\_  
Leah Treat, Director

\_\_\_\_\_  
Steve Witter, Executive Director, Capital Projects  
and Construction

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
APPROVED AS TO FORM

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

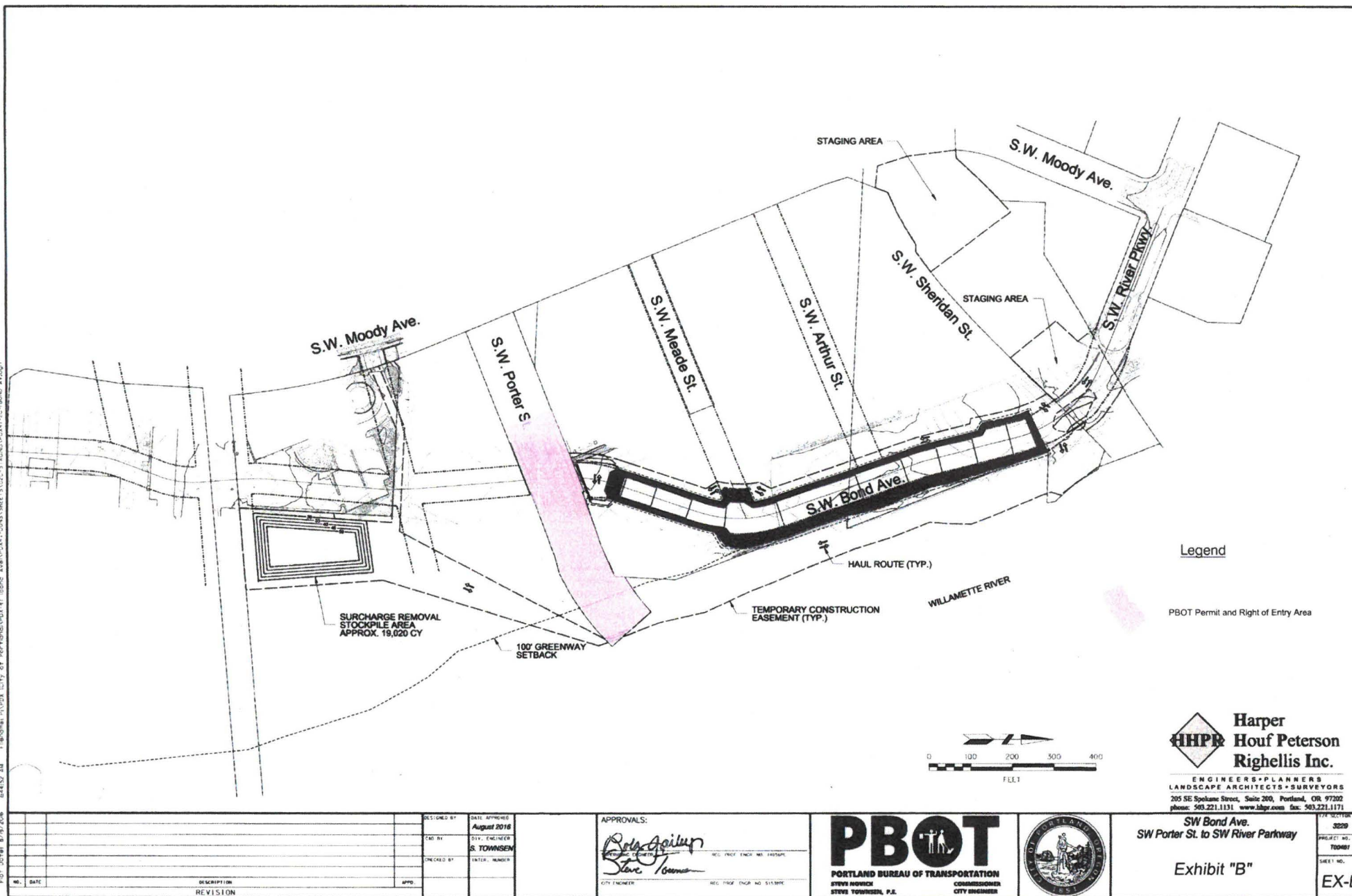
CITY ATTORNEY

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
City Auditor

\_\_\_\_\_  
Date





Plot Date: 8/16/2016 File Path: J:\Users\jtownsen\Documents\Projects\188096\188096.dwg

NO.	DATE	DESCRIPTION	REVISION

DESIGNED BY	DATE APPROVED
CND BY	August 2016
CHECKED BY	DIV. ENGINEER
	S. TOWNSEN
	ENTER, NUMBER

APPROVALS:
<i>Steve Fowich</i>
<i>Steve Townsend</i>
CITY ENGINEER
REC. PRICE ENGR NO. 515.010

**PBOT**

PORTLAND BUREAU OF TRANSPORTATION

STEVE FOWICH  
STEVE TOWNSEN, P.E.

COMMISSIONER  
CITY ENGINEER



SW Bond Ave.  
SW Porter St. to SW River Parkway

Exhibit "B"

**HHPR** Harper Houf Peterson Righellis Inc.

ENGINEERS • PLANNERS  
LANDSCAPE ARCHITECTS • SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202  
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

DATE	3/22/16
PROJECT NO.	188096
SHEET NO.	
	EX-B