

**FIFTH AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT BETWEEN TRIMET AND CITY OF
PORTLAND FOR PORTLAND-MILWAUKIE LIGHT RAIL PROJECT DESIGN AND
CONSTRUCTION SERVICES**

TriMet Intergovernmental Agreement No. GH110189TL
City Contract #30001514

This Fifth Amendment (“Fifth Amendment”) is made and entered into by and between the Tri-County Metropolitan Transportation District of Oregon, a mass transit district organized under the laws of the state of Oregon (“TriMet”) and the City of Portland (“City”) (each referred to as a “Party,” and jointly referred to as “the Parties”).

RECITALS

- A. On or about July 1, 2010, the Parties entered into the Intergovernmental Agreement between TriMet and City of Portland for Portland-Milwaukie Light Rail Project Design and Construction Services (“Agreement”). Under the Agreement, the Parties agreed to certain responsibilities with respect to Project delivery, and TriMet agreed to compensate the City for its performance of certain services. As stated in the Recitals, the Parties understood that the Agreement provided a starting point for future modifications or amendments to the Agreement that better defined the details of final design, construction, and close out of the Project.
- B. On or about March 24, 2011, the Parties entered into the First Amendment to the Agreement (“First Amendment”), which except for the Effective Date, entirely superseded and replaced the Agreement. The First Amendment expanded on the Agreement to include Party responsibilities with respect to the final design and construction phases of the Project.
- C. On or about May 1, 2013, the Parties entered into the Second Amendment to the Agreement (“Second Amendment”), which expanded on each Party’s respective roles and responsibilities, and identified certain betterments TriMet was to perform for the City.
- D. On or about June 26, 2014, the Parties entered into the Third Amendment to the Agreement (“Third Amendment”), which expanded on each Party’s respective roles and responsibilities, and identified additional betterments TriMet was to perform for the City.
- E. On July 8, 2015, the Parties entered into a Memorandum of Understanding for Certain Betterments (“MOU”), which stated that they would work together to modify the Agreement to reflect the amounts to be paid by the City to TriMet.
- F. On or about June 27, 2016, the Parties entered into the Fourth Amendment to the Agreement (“Fourth Amendment”), which increased the budget for certain City staff services, added certain services to be performed by the City, incorporated a City interbureau funds allocation, formalized the Parties’ agreement related to betterments

identified in the MOU, and identified certain additional betterments TriMet was to perform for the City.

- G. During Project final design, the FTA required TriMet to defer certain scope items from the Project to align Project scope and budget. When the Project was subsequently completed under budget, TriMet secured FTA approval to restore certain deferred Project scope items, including the construction of a new ADA-accessible pedestrian and bicycle overcrossing that will provide a clear span of the Union Pacific Railroad's ("UPRR") right-of-way at SE 13th & 14th Avenues north of SE Gideon Street and increase neighborhood access to the Clinton/SE 12th Station (the "Gideon Overcrossing").
- H. The Parties now desire to amend the Agreement to increase the budget for certain City staff services, add certain terms and conditions related to the Gideon Overcrossing, and extend the term of the Agreement.

AGREEMENT

- 1. **Article I, Term, as amended by the Fourth Amendment**, is hereby amended to extend the completion date of the Agreement to June 30, 2020.
- 2. **Article II, paragraph J, "Real Property Acquisition/Relocation Assistance,"** is hereby amended as by adding the following sentence at the end of the paragraph:

"In lieu of providing title insurance, TriMet shall defend, indemnify, and hold harmless City from any claims related to ownership or other encumbrances on any property transferred to the City under this Agreement."

- 3. **Article II, paragraph T, "Easements,"** is hereby deleted in its entirety and replaced with the following:

"TriMet shall obtain construction and permanent easements for all TriMet, private and City facilities, outside of City right-of-way, constructed under the Bridge, systems, civil, structural, water, and water construction contracts. Permanent easements acquired for City facilities shall use standard City forms, terms and conditions and shall be reviewed and approved by the appropriate City Bureau."

- 4. **Article III, paragraph I, "City Staffing,"** is hereby amended by deleting Exhibit B-1 and Exhibit B-2 in their entirety and replacing them with the Exhibit B-1 and Exhibit B-2 attached to this Fifth Amendment, and by adding Exhibit B-3, which is a City Staffing Plan for the design and construction of the Gideon Overcrossing. The remainder of Exhibit B is unchanged.

- 5. **Article IV, paragraph N.2 under "Compensation"** is hereby amended by deleting it in its entirety and replaced it with the following:

"The City's compensation for services provided through all phases including the Final Design and Construction and Closeout phases must not exceed \$15,217,727 as described

in Exhibit B-1. The services provided must be on a reimbursable costs basis. The amount specifically includes work the City will perform on the Moody Project that also benefits this project, as set forth in Article IV, paragraph D.1(j).

Exhibit M, which is attached hereto and incorporated herein by this reference, describes the interbureau funds transfers that were documented in a Memorandum Of Understanding dated June 16, 2016.

Compensation for City services in Exhibit B-1 has been further adjusted to reflect work performed for the Gideon Overcrossing and additional services related to real property acquisition work. An interbureau transfer of \$18,278 from BES to PBOT is reflected in Exhibit B-1 to support the additional real property acquisition services.

6. A new Exhibit N is hereby added to the Agreement, addressing terms and conditions related to the Gideon Overcrossing.
7. The total amount of the Agreement is hereby increased from \$14,568,824 to \$15,217,727 to accommodate the work described in this Fifth Amendment.
8. There are no other changes to the Agreement.

CITY OF PORTLAND

**TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT
OF OREGON**

By: _____
Name: _____
Title: _____

By: _____
Steven D. Witter
Executive Director, Capital Projects

Dated: _____

Dated: _____

Approved as to form:

Approved as to form:

City Attorney

TriMet Deputy General Counsel

Exhibit N

Terms and Conditions related to Gideon Overcrossing

BACKGROUND:

The City of Portland and TriMet are parties to the Intergovernmental Agreement for Portland-Milwaukie Light Rail Project (“Project”) Design and Construction Services effective March 30, 2009, as amended from time to time (the “Agreement”). The Agreement sets forth each party’s respective responsibilities with regard to the design and construction of the Project, and it details services to be provided by staff for each City Bureau.

In 2013, the Project demolished the Brooklyn Street Pedestrian Overpass for MAX Orange Line construction. The replacement of the pedestrian structure was deferred from the Project due to a lack of funds. The Project was completed under budget in September 2015, and TriMet subsequently secured approval from the FTA to design and construct a replacement structure using remaining Project funds. The replacement structure (the “Gideon Overcrossing”) will be an ADA-accessible pedestrian and bicycle overcrossing that will provide a clear span of the Union Pacific Railroad (“UPRR”) right of way and the TriMet operating trackway at SE 13th & 14th Avenues north of SE Gideon Street. TriMet is delivering the design approvals and construction of the Gideon Overcrossing for the City, which will own, operate and maintain the Gideon Overcrossing for public use.

The Gideon Overcrossing is a structural element of the Project and as such, its design and construction are governed by the Agreement, except as specifically modified below.

AGREEMENTS:

1. **Preliminary Design Development.** The deliverable stages for PE design of the Gideon Overcrossing will be the 10% and 30% stages.

2. **Project Milestones and Schedule.** The preliminary project milestones and schedule for the Gideon Overcrossing, which are subject to change as design moves forward, are as follows:

- Conceptual Design Complete: January 2018
- Design Team Procurement: April 2018
- Contractor Procurement: May 2018
- 30% Design Complete: June 2018
- 60% Design Complete: October 2018
- Early Construction Packages: November 2018
- 90% Design Complete: January 2019
- 100% Design/IFC Complete: March 2019
- Construction Complete: February 2020
- Final Acceptance: March 2020
- Contract Closeout: May 2020

3. **TriMet Services.** For the Gideon Overcrossing, TriMet shall provide the following

additional services through its own forces or by contract:

- Vehicle turn studies
- Structural design
- Architectural design
- Elevator design
- Lighting, Electrical and HVAC design
- Inspection

4. **Inspection.** TriMet will provide inspection and QAQC service programs. The Lead or Chief field inspection staff will hold a current ODOT certification in Bridge Construction Inspection. For shop fabricated steel bridge structures, the steel fabricator shall be ASIC Major Steel Bridges (Cbr) certified and all bridge welding shall conform to AWS D1.5. TriMet will retain an AWS Certified Welding Inspector holding a D1.5 Bridge Welding endorsement and will complete verification inspection in accordance with AWS D1.1 and D1.5, as applicable. The City will provide oversight inspection services including regular visitations, construction meeting attendance, and project communications as needed.

5. **Offices and Furnishings.** TriMet will not provide offices or furnishings to the City for the Gideon Overcrossing.

6. **TriMet Staff.** TriMet will assign the following personnel (either internal or contracted) for design and construction of the Gideon Overcrossing:

- Project Manager
- Design Manager
- Construction Manager
- Community Affairs Specialist
- Inspectors
- Project Controls Manager

7. **Maintenance Agreement.** The Maintenance Agreement for the Project will reflect that the City will have all maintenance obligations related to the Gideon Overcrossing.

8. **Continuing FTA Interest in Gideon Overcrossing.** TriMet and the City acknowledge that the Gideon Overcrossing will be subject to FTA rules regarding its the future use, and that the FTA has a continuing financial interest in the Gideon Overcrossing. TriMet and the City shall comply with all applicable FTA requirements.

9. **Jurisdictional Transfer; Assignment of Warranties.** TriMet will transfer ownership of the Gideon Overcrossing and associated facilities to the City upon final completion of construction. The transfer will include an assignment of all contractor and supplier warranties obtained by TriMet.

10. **Property Ownership and Asset Management.** TriMet and the City will work together to ensure the Gideon Overcrossing and associated facilities are placed on the list of recorded

assets developed by the parties pursuant to Article V, Paragraph B, Section 14 of the Agreement (End Products – Property Ownership and Asset Management).

9. **UPRR Agreement.** TriMet and the City acknowledge that the Gideon Overcrossing crosses over UPRR right-of-way. As such, UPRR permission is required to construct, operate and maintain the Gideon Overcrossing. TriMet and the City recognize that they are, each at their own expense, together negotiating the necessary agreements and property rights needed from UPRR to construct, operate and maintain the Gideon Overcrossing and secure the public’s right to freely access and use the Gideon Overcrossing. After the initial agreements and property rights have been secured, all further arrangements with UPRR necessary for the City’s operation and maintenance of the Gideon Overcrossing shall be exclusively the City’s responsibility, and at no cost or expense to TriMet.

10. **TriMet Flyover Easement.** TriMet and the City acknowledge that the Gideon Overcrossing crosses over TriMet right-of-way. At Project cost, TriMet will provide to the City a Flyover Easement for the City’s ongoing operation and maintenance of the Gideon Overcrossing.

11. **Compensation.** The City’s compensation for services provided during design and construction of the Gideon Overcrossing shall not exceed Six Hundred Forty-Eight Thousand Nine Hundred and Three Dollars (\$648,903) as described in Exhibit B-3 of the Agreement. Such services shall be provided on a reimbursable cost basis. The Parties understand and agree that (i) the City of Portland has allocated \$100,000 of Transportation System Development Charges (“TSDC”) to cover a portion of the PBOT budget; (ii) TriMet has allocated \$400,000 of its Gideon Overcrossing budget to compensate the City for such services; and (iii) the remaining \$148,903 will be paid to the City (if incurred) by reallocating line item budgets for the Gideon Overcrossing work at TriMet’s discretion, after consultation with the City. If reallocation under subsection (iii) above is necessary, TriMet expects to first look to contingency, but if contingency is not available, the Parties agree that such reallocation may require a change or reduction in scope.

12. **Budget Risk.** TriMet and the City are parties to the Revised and Restated Portland-Milwaukie Light Rail Project Intergovernmental Grant Agreement effective May 24, 2011 (the “Grant Agreement”) which, in part, addresses how Project overruns and budget risks will be resolved amongst the various jurisdictional partners involved in the Project. Recognizing that other jurisdictional partners involved in the Project should not share budget risk for the Gideon Overcrossing, TriMet and the City recognize the need for a mutual understanding as to how overruns and risks related to the Gideon Overcrossing will be handled solely between TriMet and the City.

Accordingly, at the time either FTA funding revenues are reduced and/or cost overruns specifically related to the Gideon Overcrossing occur, TriMet and the City will execute an amendment to the Grant Agreement that provides the modification detail for how the financial issues will be resolved. TriMet and the City hereby agree that such amendment will require the following:

- A. For non-discretionary expenses and cost overruns, Project grant funding will be used until it is depleted, and thereafter, TriMet and City will each pay half of the costs.
- B. For City-directed discretionary expenses and cost overruns, the City will pay all costs.

- C. For TriMet-directed discretionary expenses and cost overruns, TriMet will pay all costs.
- D. As used herein, “non-discretionary” items are both necessary to the Project and eligible for Project grant funding.
- E. As used herein, “discretionary” items are not necessary to the Project, not eligible for Project grant funding, or not reasonable given the Project budget.
- F. In order to minimize the potential for budget overruns, each party agrees to administer its internal approval process so as select options, when available, that will minimize budget impact.
- G. All payments by the City hereunder shall be wholly separate and distinct from, and shall not count toward, any local match or other contributions by the City toward transit projects or initiative funding.

Exhibit B-1
Portland-Milwaukie LRT Project
Design and Construction Services IGA Amendment #5 - Bureau budget adjustments
5/29/2018

| Step 1 - Summary of Prior Interbureau Transfer Executed 6-16-15 | | | Staffing changes made with Amendment #4 | | Staffing changes made with Amendment #5 | | New Total for closeout | Total Budget life of project | |
|---|------------------------------------|---|---|-------------------------------------|---|---|---|--------------------------------------|--|
| Bureau | Total Bureau Budget as of Amend #2 | Interbureau Reallocation approved 6-16-15 | Total Bureau Budget post Reallocation | InterBureau Funds Transfer Amend #4 | Funds Added with Amend #4 | Real Property Acquisition Funds Transferred with Amend #5 | Gideon Overcrossing Added with Amend #5 | New Bureau staff budget for closeout | Final staffing budget allocation with Amendment #5 |
| Transportation | \$7,473,452 | \$128,789 | \$7,602,241 | \$76,054 | \$53,346 | \$18,278 | \$586,779 | \$605,057 | \$8,336,698 |
| BDS | \$121,366 | \$0 | \$121,366 | -\$53,850 | | | \$0 | \$0 | \$67,516 |
| Parks | \$31,293 | \$0 | \$31,293 | -\$2,204 | | | \$0 | \$0 | \$29,089 |
| BES | \$2,079,397 | \$150,000 | \$2,229,397 | -\$20,000 | | -\$18,278 | \$43,131 | \$24,853 | \$2,234,250 |
| PWB | \$4,312,159 | -\$278,789 | \$4,033,370 | | | | \$0 | \$0 | \$4,033,370 |
| BPS | \$137,813 | \$0 | \$137,813 | | | | \$0 | \$0 | \$137,813 |
| OMF | | | | | | | \$18,993 | \$18,993 | \$18,993 |
| Transportation - Moody swaps | \$244,998 | \$0 | \$244,998 | | | | | \$0 | \$244,998 |
| Total | \$14,400,478 | | \$14,400,478 | | \$53,346 | | | \$648,903 | \$15,102,727 |

Additional Scope for PBOT requested by TriMet

| | |
|---|------------------|
| Pavement addition at Bybee TPSS Building - new curb and pavement at the TSSP Building at SE Glenwood/23rd | \$50,000 |
| Traffic signal changes at the Tacoma Park and Ride - Traffic signal and mast arm apparatus adjustment | \$10,000 |
| Bybee barrier reinstallation - reinstall safety barrier under Bybee Bridge at SE McLoughlin Blvd | \$30,000 |
| Stairwell lighting removal at Tacoma - removal of 3 lights at at stairwell at Tacoma overpass | \$10,000 |
| Sub total | \$100,000 |
| Contingency | \$15,000 |
| Total | \$115,000 |

City NTE compensation (staff and additional scope)

\$15,217,727

PBOT-specific compensation for closeout phase:

| | |
|---|--------------------|
| New Bureau budget for closeout | \$648,903 |
| Additional scope requested by TriMet | \$115,000 |
| Total PBOT compensation for remainder of project | \$763,903 |
| Total PBOT life of project compensation | \$8,451,698 |

| PORTLAND TO MILWAUKIE LRT PROJECT Transportation Budget Estimate | CLOSEOUT - Budget for Amend 5 FY 10/15 - 6/19 Proj # T00138.O | | | Budget for Gideon Overcrossing - Amend 5 FY 18-19 (7-1-18 thru 6-30-19) Proj # T00138.DG42 | | | Budget for Gideon Overcrossing - Amend 5 FY 19-12 (7-1-19 thru 6-30-20) Proj # T00138.DG42 | | | Gideon Overcrossing Project Total | | |
|---|---|------------------|------------|---|-------------------|----------------|---|-------------------|----------------|-----------------------------------|-------------------|----------|
| | hours | rate | total | hours | rate | total | hours | rate | total | hours | rate | total |
| | | | | | | | | | | | | |
| PBOT | | | | | | | | | | | | |
| Project Management/Planning | | | | | | | | | | | | |
| Teresa Boyle | | | 0 | 352 | 105.07 | 36,985 | 73 | 110.32 | 8,090 | | | |
| Caitlin Reff | | | 0 | 528 | 83.41 | 44,040 | 154 | 87.58 | 13,487 | | | |
| Jean Senechal Biggs | | | 0 | | | | | | | | | |
| Roger Geller | | | 0 | 40 | 78.13 | 3,125 | 16 | 82.04 | 1,313 | | | |
| Michelle Marx | | | 0 | 40 | 78.13 | 3,125 | 16 | 82.04 | 1,313 | | | |
| Other Project Management | | | 0 | | | 5,000 | | | 5,000 | | | |
| Project Management Subtotal | 0 | \$ - | 0 | 960 | \$ 92,276 | 960 | 259 | \$ 29,203 | 259 | 0 | \$ 121,478 | 0 |
| Traffic Investigations | | | | | | | | | | | | |
| Tom Jensen | | | 0 | | | | | | | | | |
| Mary Edin | | | 0 | | | | | | | | | |
| Traffic Investigations Subtotal | 0 | \$ - | 0 | 0 | \$ - | 0 | 0 | \$ - | 0 | 0 | \$ - | 0 |
| Street Lighting and Traffic Signals | | | | | | | | | | | | |
| Peter Koonce | | | 0 | 24 | 121.42 | 2,914 | 8 | 127.49 | 1,020 | | | |
| Dan Spoelstra | | | 0 | 56 | 75.29 | 4,216 | 16 | 79.05 | 1,265 | | | |
| Lisa Elbert | | | 0 | | | | | | | | | |
| Ty Reynolds | | | 0 | | | | | | | | | |
| Paul Zebell | | | 0 | | | | | | | | | |
| Willie Rotich | | | 0 | | | | | | | | | |
| Other SSL (MO sig shop) | | | 0 | | | | | | | | | |
| Street Lighting/Traffic Signal Subtotal | 0 | \$ - | 0 | 0 | \$ 7,130 | 0 | 0 | \$ 2,285 | 0 | 0 | \$ - | 0 |
| Civil Design | | | | | | | | | | | | |
| Linda Williams | | | 0 | 176 | 95.51 | 16,810 | 88 | 100.29 | 8,825 | | | 0 |
| Kim Roske | | | 0 | 24 | 96.75 | 2,322 | 8 | 101.59 | 813 | | | 0 |
| Other Civil Design | | | 0 | | | | | | | | | 0 |
| Civil Design Subtotal | 0 | \$ - | 0 | 200 | \$ 19,132 | 200 | 96 | \$ 9,638 | 96 | 0 | \$ 28,770 | 0 |
| Traffic Design & Engineering | | | | | | | | | | | | |
| Lewis Wardrip | | | 0 | 80 | 90.95 | 7,276 | 80 | 95.50 | 7,640 | | | 0 |
| Michelle Dellinger | | | 0 | 24 | 110.86 | 2,661 | 8 | 116.40 | 931 | | | 0 |
| Jamie Jeffrey | | | 0 | | | | | | | | | |
| Andres Sullivan and others | | | 0 | | | 2,500 | | | 2,500 | | | |
| Other - Parking | | | 0 | | | | | | | | | |
| Traffic Design Subtotal | 0 | \$ - | 0 | 104 | \$ 12,437 | 104 | 88 | \$ 11,071 | 88 | 0 | \$ 23,508 | 0 |
| Construction Inspection | | | | | | | | | | | | |
| Robin Kinnaird | | | 0 | 275 | 110.87 | 30,452 | 293 | 116.41 | 34,148 | | | 0 |
| Todd Liles | | | 0 | 16 | 112.97 | 1,808 | 8 | 118.62 | 949 | | | 0 |
| Other - Inspection Oversight | | | 0 | | | | | | | | | 0 |
| Construction Inspection Subtotal | 0 | \$ - | 0 | 291 | \$ 32,260 | 291 | 301 | \$ 35,097 | 301 | 0 | \$ 67,357 | 0 |
| Bridges and Structures | | | | | | | | | | | | |
| Cameron Glasgow | | | 0 | 96 | 105.06 | 10,086 | 40 | 110.31 | 4,413 | | | 0 |
| Cedar Heinle | | | 0 | 352 | 100.06 | 35,221 | 147 | 105.06 | 15,409 | | | 0 |
| Other Structures | | | 0 | | | | | | | | | 0 |
| Construction Inspection Subtotal | 0 | \$ - | 0 | 448 | \$ 45,307 | 448 | 187 | \$ 19,822 | 187 | 0 | \$ 65,128 | 0 |
| Right of Way | | | | | | | | | | | | |
| David McEldowney | 25 | 91.08 | 2,277 | 15 | 91.09 | 1,366 | 15 | 95.64 | 1,435 | | | 0 |
| Dee Walker | 90 | 76.34 | 6,871 | 20 | 76.34 | 1,527 | 20 | 80.16 | 1,603 | | | 0 |
| Stephanie Murphy | 15 | 37.67 | 565 | 5 | 37.67 | 188 | 5 | 37.67 | 188 | | | 0 |
| Karl Arruda | 10 | 62.81 | 628 | | | | | | | | | 0 |
| Other Right of Way (recording fees) | | | 0 | | | | | | | | | 0 |
| Right of Way Subtotal | 140 | \$ 10,341 | 140 | 40 | \$ 3,082 | 40 | 40 | \$ 3,226 | 40 | 0 | \$ 6,308 | 0 |
| Materials & Services | | | | | | | | | | | | |
| Misc. M&S | | | | | | 5,000 | | | 5,000 | | | |
| M&S Total | | \$ - | | | \$ 5,000 | 5,000 | | \$ 5,000 | 5,000 | | \$ 10,000 | |
| PBOT SUBTOTAL | | \$ 10,341 | | | \$ 216,622 | 216,622 | | \$ 115,341 | 115,341 | | \$ 331,963 | |
| Overhead | | \$ 7,938 | | | \$ 166,279 | 166,279 | | \$ 88,536 | 88,536 | | \$ 254,815 | |
| Overhead Rate for PBOT (except BOM) | | 76.76% | | | 76.76% | 76.76% | | 76.76% | 76.76% | | 76.76% | |
| PBOT SUBTOTALS PER PHASE | | \$ 18,278 | | | \$ 382,902 | 382,902 | | \$ 203,876 | 203,876 | | \$ 586,779 | |
| PBOT TOTAL | | \$ 18,278 | | | \$ 382,902 | 382,902 | | \$ 203,876 | 203,876 | | \$ 586,779 | |

note: budget is built using actuals, and then estimated productive hours and loaded hrly rates

Exhibit B-3

Portland-Milwaukie LRT Project

Design and Construction Services IGA Amendment #5 - Gideon Overcrossing

5/29/2018

| Bureau | Design and Construction FY 18-19 (7-1-18 thru 6-30-19) | Construction and Close- Out FY 19-20 (7-1-19 thru 6-30-20) | Total Budget Gideon Project |
|----------------|--|---|--------------------------------|
| Transportation | \$382,902 | \$203,877 | \$586,779 |
| BDS | \$0 | \$0 | \$0 |
| Parks | \$0 | \$0 | \$0 |
| BES | \$12,574 | \$30,557 | \$43,131 |
| PWB | \$0 | \$0 | \$0 |
| BPS | \$0 | \$0 | \$0 |
| OMF | \$11,274 | \$7,719 | \$18,993 |
| Total | \$406,750 | \$242,153 | \$648,903 |

**Gideon Pedestrian Overcrossing
Project Staffing Plan
Final Design & Construction Phases
BES Project # E09163**

EXHIBIT B-3a

| BES Employee | Final Design Phase | | | Construction Phase | | | Employee Totals |
|--------------------------|--------------------|---------|--------------------|--------------------|---------|--------------------|-----------------------|
| | Hours | Rate* | Totals | Hours | Rate* | Totals | |
| Dave Nunamaker | 50 | \$73.52 | \$3,676.00 | 8 | \$73.52 | \$588.16 | \$4,264.16 |
| Ryan Corti | 10 | 60.48 | 604.80 | 8 | 60.48 | 483.84 | 1,088.64 |
| Rob Cozzi | 5 | 81.05 | 405.25 | 5 | 81.05 | 405.25 | 810.50 |
| Ray Lions | 8 | 64.78 | 518.24 | 20 | 64.78 | 1,295.60 | 1,813.84 |
| Sr. Inspector | 3 | 59.88 | 179.64 | 10 | 59.88 | 598.80 | 778.44 |
| Inspector I | 5 | 53.54 | 267.70 | 10 | 53.54 | 535.40 | 803.10 |
| Constr. Tech I | 5 | 39.80 | 199.00 | 20 | 39.80 | 796.00 | 995.00 |
| Jeremy Person | 5 | 58.71 | 293.55 | 8 | 58.71 | 469.68 | 763.23 |
| Laura Sloan | | | | 5 | 56.77 | 283.85 | 283.85 |
| | | | | | | | |
| Contract/Invoices | | | | | | | Invoice Totals |
| Construction Mgmt. | | | 500.00 | | | 3,000.00 | 3,500.00 |
| Mat'l Testing Lab | | | 500.00 | | | 1,000.00 | 1,500.00 |
| BES Revegetation | | | | | | 16,000.00 | 16,000.00 |
| | | | | | | | |
| Totals | 91 | | \$7,144.18 | 94 | | \$25,456.58 | \$32,600.76 |
| | | | | | | | |
| Total w/ OH ** | | | \$12,573.79 | | | \$30,556.85 | |
| Grand Total | | | \$43,130.64 | | | | |
| | | | | | | | |

* Labor + Benefits + Leave Accrual

** BES Rate FY 2018 @ 88.37%

Exhibit B-3b
Portland-Milwaukie LRT Project
 Design and Construction Services IGA Amendment #5 - Gideon Overcrossing
 5/29/2018

Project Staffing Plan
Final Design & Construction Phases
 OMF

| BES Employee | Final Design Phase | | | Construction Phase | | | Employee Totals |
|--------------------------|--------------------|--------|--------------------|--------------------|--------|-------------------|-----------------------|
| | Hours | Rate* | Totals | Hours | Rate* | Totals | |
| David O'Longaigh | | | \$0.00 | | | \$0.00 | \$0.00 |
| Jeremy Hunt | 45 | 133.00 | 5,985.00 | 30 | 133.00 | 3,990.00 | 9,975.00 |
| | | | 0.00 | | | 0.00 | 0.00 |
| | | | 0.00 | | | 0.00 | 0.00 |
| | | | 0.00 | | | 0.00 | 0.00 |
| | | | 0.00 | | | 0.00 | 0.00 |
| | | | 0.00 | | | 0.00 | 0.00 |
| | | | 0.00 | | | 0.00 | 0.00 |
| | | | | | | 0.00 | 0.00 |
| Contract/Invoices | | | | | | | Invoice Totals |
| | | | | | | | 0.00 |
| | | | | | | | 0.00 |
| | | | | | | | 0.00 |
| Totals | 45 | | \$5,985.00 | 30 | | \$3,990.00 | \$9,975.00 |
| Total w/ OH ** | | | \$11,273.94 | | | \$7,719.45 | |
| Grand Total | | | \$18,993.40 | | | | |