

**INTERGOVERNMENTAL AGREEMENT between the City of Portland Bureau of
Transportation and Oregon Health and Science University regarding the State of Oregon
Immediate Opportunity Fund Grant for SW Moody Ave and Bond Ave Corridor
Improvements**

This Intergovernmental Agreement (“Agreement”), dated this ____ day of _____, 2019 is made and entered into by and between the City of Portland Bureau of Transportation (“City” or “PBOT”) and Oregon Health and Science University (“OHSU”), a public corporation of the State of Oregon, collectively hereinafter referred to as “the Parties.”

RECITALS

- A. The City of Portland applied for, and successfully was awarded, an Immediate Opportunity Fund (“IOF”) grant from the Oregon Department of Transportation (“ODOT”), to help offset the costs of constructing transportation improvements on the SW Moody Avenue and SW Bond Avenue corridor that will support the creation and retention of jobs on the OHSU South Waterfront campuses, particularly jobs associated with the Knight Cancer Research Building (“KCRB”) and the Center for Health and Healing 2 (“CHH South”).
- B. Portland City Council, through Ordinance 188661 adopted on November 1, 2017, authorized an Intergovernmental Agreement (“IGA”) between PBOT and ODOT, ultimately executed by both parties on November 17, 2017 and attached as Exhibit A-1, allowing PBOT to accept the IOF grant and construct the SW Moody Avenue and SW Bond Avenue corridor improvements, including environmental remediation of the SW Bond Avenue right-of-way under the Marquam Bridge, installation of traffic signals at the intersection of SW Moody Avenue and Curry Street and the intersection of SW Bond Avenue and Curry Street (“the Curry Street traffic signals”), and completion of the SW Bond Avenue extension north of SW Porter Street.
- C. PBOT and ODOT executed an administrative amendment to the IOF grant IGA, attached as Exhibit A-2, on May 30, 2018, removing language that required PBOT to advertise and award all contracts, thereby allowing a third party such as OHSU to advertise, award and construct improvements funded by the grant.
- D. PBOT required the installation of the Curry Street traffic signals as a condition of approval for the OHSU CHH South development.
- E. OHSU procured Kittleson & Associates, in this case a subconsultant to KPFF, to design the Curry Street traffic signals. PBOT Signals & Street Lighting engineers reviewed and

approved the signal design and the City Engineer stamped the signal design plans provided by Kittelson & Associates.

- F. OHSU completed a procurement process for the construction of CHH South and associated public improvements including the Curry Street traffic signals. OHSU's procurement process was consistent with Oregon Revised Statute chapters 279A, 279B and 279C, also known as the Public Contracting Code, and was consistent with the City of Portland South Waterfront Project Apprenticeship Agreement which aims to increase participation of Minority, Women and Emerging Small Businesses in the design and construction trades.
- G. OHSU on January 15, 2015 entered into a Construction Manager / General Contractor (CM/GC) contract with Hoffman Construction Company of Oregon ("Hoffman Construction") to construct the development and public improvements associated with the CHH South. Hoffman Construction procured Global Electric, Inc. to construct the Curry Street traffic signals.
- H. Agency obligations #22 and #23 in the IOF grant IGA require that, within five years of the execution of the IOF grant IGA, PBOT provide documentation to ODOT that OHSU has retained 316 full-time equivalent (FTE) positions and created 225 new FTE positions as a result of the construction of KCRB and CHH South, and that failure to deliver these job numbers will necessitate a pro-rated reimbursement of the grant to ODOT based on the ratio of actual jobs retained/created to projected jobs retained/created, plus interest.

Now therefore the parties agree as follows:

AGREEMENT

OHSU Obligations

1. OHSU will dedicate street right-of-way and grant wall and slope maintenance easements to PBOT for the SW Bond Avenue Extension project (Porter Street to River Parkway) at no cost to PBOT or the City of Portland, with more specific terms included in applicable right-of-way and easement documents.
2. OHSU, through its contractors, will design and construct the Curry Street signals as previously authorized by City of Portland Public Works Permit TH0283, attached as Exhibit A-3.
3. OHSU will provide PBOT copies of invoices and associated proof of payment for the actual construction cost of the Curry Street signals.

4. OHSU will document the retention and creation of jobs associated with KCRB and CHH South and provide a final count of retained and created jobs to PBOT no later than October 1, 2022.
5. If the retention and creation of jobs associated with KCRB and CHH South does not meet the goals stated in the IOF grant IGA, OHSU will provide a pro-rated reimbursement of the IOF grant to PBOT based on the ratio of actual FTE positions retained/created to projected FTE positions retained/created multiplied by the IOF grant amount, plus interest equal in rate for the Highway Trust Fund at the Oregon State Treasury established on November 17, 2017. Interest shall accrue from the date of the first withdrawal from the Highway Trust Fund at the Oregon State Treasury.

PBOT Obligations

1. PBOT, through its staff and contractors, will perform all remaining right-of-way and construction tasks associated with the SW Bond Avenue Extension project, including finalization of right-of-way dedication documents, completion of the SW Bond Avenue Surcharge and Retaining Wall Improvements under City Contract 30005734 and construction of the Grading, Drainage, Paving, Striping, Signing, Illumination, Signals and Roadside Development, SW Bond Avenue: SW Porter Street to SW River Parkway under City Contract 30006437. This does not include any follow-up work pertaining to environmental remediation that was previously performed by OHSU.
2. After review of OHSU contractor invoices, proof of OHSU payment, and final inspection of OHSU-constructed improvements by PBOT inspectors, PBOT will reimburse OHSU for the actual construction cost of the Curry Street signals, \$316,675 (three hundred sixteen thousand six hundred seventy-five dollars) per the “Traffic Signals” line item on page one of the bid price from Global Electric, Inc., dated July 28, 2017, attached as Exhibit A-4. OHSU costs for design, project management, construction management, overhead, street lighting, and adjacent public improvements such as concrete sidewalks and curb extensions, will not be reimbursed by PBOT.
3. PBOT will assign a Construction Manager and a Signals Inspector to oversee the construction of the Curry Street traffic signals.
4. PBOT will secure all necessary approvals from ODOT, submit for grant reimbursement from ODOT, and report OHSU’s job retention and creation numbers to ODOT, consistent with the IOF grant IGA.

Standard Terms

1. Term of Agreement and Renewal. This IGA is effective immediately upon the signing of both parties. The initial term of this IGA shall be through November 17, 2022. Following this initial term, this IGA may be renewed for additional one-year periods by written agreement of the parties.
2. Employees and Volunteers of OHSU are not Officers, Employees or Agents of City.
3. Reports, Notices and Communications. Unless otherwise directed in writing by a party, all reports, notices, and other communications required under or relating to this IGA shall be directed to the parties as follows:

CITY:

Steven Szigethy,
Capital Program Manager

Phone: (503) 823-5117

Email: steve.szigethy@portlandoregon.gov

OHSU:

Bill Bowen
Manager, Construction Project Team

Phone: (503) 494-4979

Email: bowenb@ohsu.edu

4. Amendments. The terms of this IGA shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
5. Termination. This IGA may be terminated:
 - a. By either party by providing not less than thirty (30) days written notice of intent to terminate to the other party.
 - b. Upon mutual written agreement of the parties.
 - c. By City, immediately at any time and without prior notice, if the City determines, in its sole discretion, that there has been any breach of this IGA by OHSU.
6. Funding. Each party certifies that, at the time the IGA is entered into, sufficient funds are available and authorized for expenditure to finance the costs of this IGA within that party's current appropriation and limitations. Both parties understand and agree that each party's obligations and promises under this IGA are subject to the annual appropriation of funds by each party's respective governing body.

7. Captions. The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.
8. Governing Law and Choice of Venue. Oregon law shall govern this IGA and all rights, obligations and disputes arising out of this IGA. Venue for all disputes and litigation arising out of or related to this IGA shall be in Multnomah County, Oregon.
9. Severability/Survival. If any provision or provisions contained in this IGA is or are held unconstitutional or unenforceable by a court of competent jurisdiction, the enforceability of the remaining provisions shall not be impaired and shall be interpreted as if the provision or provisions held to be unconstitutional or unenforceable were not contained in this IGA. All provisions concerning the limitation of liability, defense, indemnity and conflicts of interest shall survive the termination of this IGA for any reason.
10. Publicity. The Oregon Public Records Law, ORS 192.410 et seq. strictly governs the City's and OHSU's treatment of requests for public records pertinent to this IGA. Each party shall not use in any of its external advertising, marketing programs, or other promotional efforts, any data, pictures or other documentation of the other party without prior specific written authorization from the other party. Each party agrees to hold in confidence any and all information of the other party it receives while performing any of the contemplated function of this IGA and shall not disclose any such information to third parties unless required to do so under State of Oregon statutes, by a court order or with the prior specific written approval of City.
11. Access to Records. Each party and its duly authorized representatives shall have access to the books, documents, papers, and records of the other party which are directly pertinent to this IGA for the purpose of audit or examination.
12. Compliance with Applicable Laws. Each party shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the performance of this IGA and the programs that are the subject of this IGA.
13. No Third Party Beneficiaries. The City and OHSU are the only parties to this IGA and as such, are the only parties entitled to enforce its terms. Nothing contained in this IGA gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to any third party.
14. Defense and Indemnification.
 - a. Subject to the conditions and limitations of the Oregon Tort Claims Act, ORS 30.260 to 30.300, OHSU shall hold harmless, defend, and indemnify the City, and each of City's elected officials, officers, employees and agents, from and against any and all

claims, demands, actions, and suits (including, but not limited to, for attorney's fees, costs and expenses) arising from the negligent or wrongful acts of OHSU, its officers, employees or agents.

- b. Subject to the conditions and limitations of the Oregon Tort Claims Act, ORS 30.260 to 30.300, City shall hold harmless, defend, and indemnify OHSU, and each of its elected officials, officers, employees and agents, from and against all claims, demands, actions, and suits (including, but not limited to, for attorney's fees, costs and expenses) arising from the negligent or wrongful acts of City, its officers, employees or agents.

15. Insurance. GENERAL.

OHSU shall contractually require its first-tier contractors ("Contractors") that are not units of local government as defined in ORS 190.003, if any, to: (i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the contract commences, and (ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to City. OHSU shall not authorize its Contractors to begin work until the Contractor's insurance is in full force. Subsequently, OHSU shall monitor the Contractor's continued compliance with the insurance requirements on an annual or more frequent basis.

OHSU shall incorporate appropriate provisions in the contract permitting OHSU to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall OHSU permit work under a contract when OHSU is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a contract in which OHSU is a Party.

a. TYPES AND AMOUNTS.

1. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

2. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to City. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by City: Bodily Injury, Death and Property Damage for \$2 million per occurrence (for all claimants for claims arising out of a single accident or occurrence).
 3. **AUTOMOBILE LIABILITY.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by City: Bodily Injury, Death and Property Damage for \$1 million per occurrence (for all claimants for claims arising out of a single accident or occurrence).
- b. **ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include City, its officers, employees and agents as Additional Insureds but only with respect to the Contractor's activities to be performed under OHSU's contract with the Contractor. Coverage must be primary and non-contributory with any other insurance and self-insurance.
 - c. **"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of OHSU's contract with the Contractor, for a minimum of 24 months following the later of : (i) the contractor's completion and OHSU's acceptance of all Services required under OHSU's contract with the Contractor or, (ii) the expiration of all warranty periods provided under OHSU's contract with the Contractor.

Notwithstanding the foregoing 24-month requirement, if the Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and City may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If City approval is granted, the Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

- d. NOTICE OF CANCELLATION OR CHANGE. The Contractor or its insurer must provide 30 days' written notice to City before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage.
 - e. CERTIFICATE(S) OF INSURANCE. State shall obtain from the Contractor certificates of insurance (and additional insured endorsement forms for Commercial General Liability Insurance coverage) evidencing all required insurance before the Contractor performs under OHSU's contract with Contractor. The certificates or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insureds and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.
16. Assignment. This IGA cannot be assigned or transferred by either party without the prior written authorization of the other party.
17. Counterparts. This IGA may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement.
18. Merger Clause. This IGA constitutes the entire agreement between the parties concerning the subject matter of this IGA and supersedes any and all prior or contemporaneous discussions, negotiations or agreements, whether written or oral, which are not expressly stated in this IGA. No waiver, consent, modification or change of any term or terms of this IGA shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA.

[Signature page and attachment list follows]

PBOT

OHSU

By and through its Commissioner-in-Charge
(Executed by Portland City Council
Ordinance _____)

Chief Administrative Officer

Date

Date

Attachments:

- Exhibit A-1: IOF Grant IGA, Executed
- Exhibit A-2: IOF Grant IGA Amendment, Executed
- Exhibit A-3: Public Works Permit for CHH South Public Improvements
- Exhibit A-4: Global Electric, Inc. Signal Bid Price

**IMMEDIATE OPPORTUNITY FUND AGREEMENT
SW Moody Ave and Bond Ave Corridor Improvements**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF PORTLAND, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. The Oregon Transportation Commission ("OTC") at its July 15, 1988, meeting approved establishing an Immediate Opportunity Fund ("IOF") to support primary economic development in Oregon through the construction and improvement of streets and roads. The OTC, at its meeting on March 19, 2015, revised the guidelines for the use of this fund. IOF funds are limited to: Type A) specific economic development projects that affirm job retention and job creation opportunities; Type B) revitalization of business or industrial centers to support economic development; Type C) preparation of Oregon certified project-ready industrial sites; and Type D) preparation of regionally significant industrial areas.
2. SW Curry Street, SW Bond Avenue, and SW Moody Avenue are a part of the city street system under the jurisdiction and control of Agency.
3. The OTC approved the use of IOF funds for the project described in this Agreement on December 15, 2016.
4. By the authority granted in Oregon Revised Statute (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting Parties.

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

TERMS OF AGREEMENT

1. Agency agrees to make roadway improvements near the future development of Oregon Health and Science University (OHSU) Schnitzer Campus, including the Knight Cancer Research Building that meets the IOF criteria. The improvements will consist of constructing approximately three-tenths of a mile of SW Bond Avenue, installing new traffic signals on SW Curry Street, and doing environmental remediation work in the area below the Marquam Bridge, hereinafter referred to as "Project". The location of the Project is approximately as shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

2. The Oregon Business Development Department (OBDD) recommends use of Immediate Opportunity Funds for this Project. State agrees to provide Immediate Opportunity Funds not to exceed \$1,000,000 to help finance environmental work and two traffic signals. Agency and/or others will provide the remaining Project funding.
3. This Agreement is effective on the date all required signatures are obtained and shall terminate upon completion of the Project and receipt of documentation of filled and created positions outlined under Agency obligations or ten (10) calendar years whichever is sooner.

STATE OBLIGATIONS

1. State shall, at its own expense, assign a Project liaison to monitor work performed. State shall review all environmental documents, Project plans, specifications, and cost estimates prepared by Agency or its consultants within twenty (20) working days of submittal by Agency and before advertisement of construction bids.
2. Upon completion of the Project and receipt of a final invoice, State shall reimburse Agency a lump sum in an amount equal to 50 percent of IOF-eligible Project road construction costs, not to exceed \$1,000,000, as State's portion of the Project.
3. State certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of State, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind State.
4. State's Project Manager for this Project is Christina Hopes, 123 NW Flanders St, Portland, OR 97209, 503-731-4924, Christina.hopes@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

AGENCY OBLIGATIONS

1. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; obtain all required permits; arrange for all utility relocations or reconstruction; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid documents; provide Project management services, and other necessary functions for sole administration of the contract.
2. Upon completion of the Project, Agency will send State a final invoice and State shall reimburse Agency a lump sum in an amount equal to 50 percent of IOF-eligible Project road construction costs, not to exceed \$1,000,000, as State's portion of the Project.
3. Agency shall advertise and award all contracts, and pay all contractor costs. Within two (2) years after the Agreement execution date, unless granted an extension by

State, Agency shall award a contract for construction of Project. If the time limit expires, this Agreement shall terminate immediately with all Parties.

Agency shall ensure that State's contribution of fifty (50) percent of the actual road construction costs, not to exceed \$ 1,000,000, will be applied to preliminary engineering right of way acquisition and construction only. Agency shall be responsible for funding the remaining Project costs.

4. Agency shall submit to the assigned State Project Manager all environmental documents, Project plans, specifications and cost estimates before advertisement for construction bids.
5. Agency shall lay out and paint the necessary lane lines and erect the required directional and traffic control signing for the Project.
6. Agency shall be responsible for 100 percent of power costs associated with the luminaries installed as a part of this Project. The power company shall send power bills directly to Agency.
7. Agency shall be responsible for and pay to the power company 100 percent of the power costs for the traffic signal. The power company shall send power bills directly to Agency.
8. Agency shall maintain the asphaltic concrete pavement surrounding the vehicle detector loops installed in the city streets in such a manner as to provide adequate protection for said detector loops.
9. Agency agrees that State road standards shall be used for that portion of the Project within State rights-of-way.
10. Agency shall obtain all required state and federal permits, including any environmental permits, and shall comply with all terms of said permits.
11. Agency agrees and understands that Agency will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual if right-of-way acquisition is necessary.
12. Agency or its consultant shall acquire all necessary right of way in accordance with and in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the ODOT Right of Way Manual. Certification of right of way acquisition work must be made by the Agency (or on behalf of its consultant) doing the work. If Agency acquires the right of way, they shall provide a letter from Agency's legal counsel certifying that 1) the right of way needed for the Project has been obtained and 2) right of way acquisition has been completed in accordance with the right of way requirements contained in this Agreement. The certification form shall be routed through the State Region 1 Right of Way Office for co-signature and possible audit. If Agency elects to have State perform

right of way functions, a separate agreement shall be executed between Agency and State right of way, referencing this Agreement number.

13. If Agency enters into a construction contract for performance of work on the Project, then Agency will require its contractor to provide the following:

- a. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.
- b. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
- c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$ 2,000,000.
- d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
- e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
- f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor's or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.

14. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
15. Agency shall keep accurate cost accounting records. Agency shall prepare and submit monthly itemized, progress reports and invoices for construction directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the agreement number, the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Travel expenses will not be reimbursed.
16. Agency agrees that should any environmental or land-use issues arise at any time during the development or construction of the Project, State may, at its discretion and when exercised in good faith, suspend payments until it is satisfied that the issue has been resolved. However, Agency may use its own funds to continue the Project and shall be reimbursed by State as provided for in this Agreement once State is satisfied that the issue has been resolved.
17. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and/or service demand. Maintenance responsibilities shall survive termination of this Agreement and upon completion of Project and submission of documentation under Agency Obligation 22 Job Growth Assessment.
18. Agency shall submit to State any change orders that substantially change the plans and specifications or the submitted scope of work as approved by the OTC and as identified in this Agreement.
19. Agency shall provide to State permanent mylar "as constructed" plans for work on state highways.
20. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.

21. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
22. Because the purpose of the IOF Type A project is to promote job growth State wishes to assess its investment.
- a. Therefore, within five (5) years of execution of this Agreement, Agency shall provide to State documentation from OHSU that 316 full-time equivalent positions (FTE) have been retained and 225 new FTE positions created and filled at the new location by the construction of The Knight Cancer Research Building. If such documentation cannot be provided within the above stated time limit, Agency shall reimburse State all IOF Funds distributed to Agency as outlined below.
 - b. The targeted number of new FTE positions is the number approved by the OTC. "New FTE positions" shall mean new positions created, filled and remaining on the payroll for at least one (1) year.
 - c. The verification documentation shall be a letter on company letterhead signed by an official of OHSU duly authorized to represent OHSU certifying the number of FTE positions retained and new FTE positions. State, OBDD or the Oregon Secretary of State Audits Division, shall have the right to audit the payroll records of OHSU in order to confirm information in the letter.
 - d. If the documentation shows a deficiency in the number of FTE positions, Agency shall reimburse State on a pro-rated basis. The formula for the pro-rated amount of IOF funds paid to Agency will be an amount equal to the number of actual FTE positions divided by the number of projected FTE positions multiplied by total IOF funds available. Reimbursement will be the amount actually distributed less the pro-rated amount.
23. Reimbursements resulting from a failure to provide job documentation, failure to meet job target goals or failure to obtain Project Site Certification shall be paid within three (3) months after the above stated time limit.
- a. All said reimbursements shall include interest equal in rate for the Highway Trust Fund at the State Treasury established on the date of execution of this

Agreement. Interest shall accrue from the date of the first withdrawal from the Highway Trust Fund at the State Treasury.

- b. Agency may wish to enter into a separate agreement with OHSU to address pay back of Agency reimbursements to State resulting from OHSU's failure to provide documentation or failure to meet job target goals.
 - c. At Agency's request and upon consultation with OBDD, State may grant a time extension on the reimbursement or a time extension to provide additional job growth. Any extension will only be effective upon amendment to this Agreement.
23. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Agency that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. Agency shall retain and keep all files and records for a minimum of six (6) years after completion of the Project.
24. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
25. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.
26. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
27. Agency's Project Manager for this Project is Steve Szigethy, Capital Project Manager, 1120 SW 5th Avenue, Suite 800, Portland, OR 97204, (503) 823-5117, steve.szigethy@portlandoregon.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.

2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant

equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. Agency agrees to refund to State all Immediate Opportunity Funds paid to Agency in connection with this Project if this Agreement is terminated for any reason prior to completion of Project and receipt of job assessment documentation. Refund to State shall be within three (3) months from termination date.
9. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits 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

Agency/State
Agreement No. 31897

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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2015-2018 Statewide Transportation Improvement Program, (Key #21092) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently approved by amendment to the STIP).

CITY OF PORTLAND, by and through its
elected officials

By [Signature]

Date 11/8/17

By n/A

Date n/A

LEGAL REVIEW APPROVAL
APPROVED AS TO FORM

By [Signature]
Agency Counsel

Date CITY ATTORNEY 10/20/17

Agency Contact:

Steve Szigethy/Capital Project Manager
1120 SW 5th Ave, Suite 800
Portland, OR 97204
(503) 823-5117
steve.szigethy@portlandoregon.gov

STATE OF OREGON, by and through its
Department of Transportation

By [Signature]

Highway Division Administrator
Date 11/17/17

APPROVAL RECOMMENDED

By [Signature]

Region 1 Manager
Date NOV 17, 2017

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Jennifer O'Brien via email dated 9/28/2017
Assistant Attorney General

Date _____

State Contact:

Christina Hopes
123 NW Flanders Street
Portland, OR 97209
503 731-4924
Christina.hopes@odot.state.or.us

EXHIBIT A – Project Location Map



AMENDMENT NUMBER 01
IMMEDIATE OPPORTUNITY FUND AGREEMENT
SW Moody Ave and Bond Ave Corridor Improvements

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and the **City of Portland**, acting by and through its elected officials, hereinafter referred to as "Agency." The Parties entered into agreement 31897 on November 11, 2017.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to clarify the scope and revise Agency obligations regarding bidding.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

TERMS OF AGREEMENT Paragraph 1-2, Page 2, which read:

1. Agency agrees to make roadway improvements near the future development of Oregon Health and Science University (OHSU) Schnitzer Campus, including the Knight Cancer Research Building that meets the IOF criteria. The improvements will consist of constructing approximately three-tenths of a mile of SW Bond Avenue, installing new traffic signals on SW Curry Street, and doing environmental remediation work in the area below the Marquam Bridge, hereinafter referred to as "Project". The location of the Project is approximately as shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

2. The Oregon Business Development Department (OBDD) recommends use of Immediate Opportunity Funds for this Project. State agrees to provide Immediate Opportunity Funds not to exceed \$1,000,000 to help finance environmental work and two traffic signals. Agency and/or others will provide the remaining Project funding.

Shall be deleted in its entirety and replaced with the following:

1. Agency agrees to make roadway improvements near the future development of Oregon Health and Science University (OHSU) Schnitzer Campus, including the Knight Cancer Research Building, that meets the IOF criteria. The improvements will consist of constructing approximately three-tenths of a mile of SW Bond Avenue and installing new traffic signals on SW Curry Street, hereinafter referred to as "Project". The location of the Project is approximately as shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

2. The Oregon Business Development Department (OBDD) recommends use of Immediate Opportunity Funds for this Project. State agrees to provide Immediate Opportunity Funds not to exceed \$1,000,000 to help finance construction of

approximately 3/10th of a mile of SW Bond Avenue and two traffic signals. Agency and/or others will provide the remaining Project funding.

STATE OBLIGATIONS Paragraph 4, page 2, which reads:

4. State's Project Manager for this Project is Christina Hopes, 123 NW Flanders St, Portland, OR 97209, 503-731-4924, Christina.hopes@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Shall be deleted in its entirety and replaced with the following:

4. State's Project Manager for this Project is Kristen Stallman, 123 NW Flanders St, Portland, OR 97209, 503-731-4957, Kristen.stallman@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

AGENCY OBLIGATIONS Paragraph 1-3, Page 2-3, which read:

1. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; obtain all required permits; arrange for all utility relocations or reconstruction; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid documents; provide Project management services, and other necessary functions for sole administration of the contract.

2. Upon completion of the Project, Agency will send State a final invoice and State shall reimburse Agency a lump sum in an amount equal to 50 percent of IOF-eligible Project road construction costs, not to exceed \$1,000,000, as State's portion of the Project.

3. Agency shall advertise and award all contracts, and pay all contractor costs. Within two (2) years after the Agreement execution date, unless granted an extension by State, Agency shall award a contract for construction of Project. If the time limit expires, this Agreement shall terminate immediately with all Parties.

Agency shall ensure that State's contribution of fifty (50) percent of the actual road construction costs, not to exceed \$ 1,000,000, will be applied to preliminary engineering right of way acquisition and construction only. Agency shall be responsible for funding the remaining Project costs.

Shall be deleted in its entirety and replaced with the following:

1. Agency, or a consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; obtain all required permits; arrange for all utility relocations or reconstruction; perform all construction engineering, including all required materials testing and quality

documentation; provide Project management services, and other necessary functions for administration of the contract. All public contracting laws must be followed.

2. Upon completion of the Project, Agency will send State a final invoice and State shall reimburse Agency a lump sum in an amount equal to 50 percent of IOF-eligible Project road construction and traffic signal costs, not to exceed \$1,000,000.

3. Agency shall ensure that all contracts for construction of Project are awarded within two (2) years after the Agreement execution date, unless granted an extension by State. If the time limit expires, this Agreement shall terminate immediately with all Parties.

Agency shall ensure that State's contribution of fifty (50) percent of the actual road construction and traffic signal costs, not to exceed \$ 1,000,000, will be applied to preliminary engineering right of way acquisition and construction only. Agency shall be responsible for funding the remaining Project costs.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2015-2018 Statewide Transportation Improvement Program, (Key #19722) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently approved by amendment to the STIP).

Agency/State
Agreement No. 31897-1

CITY OF PORTLAND, by and through
its Bureau of Transportation

By [Signature]

Date 5-15-18

By _____

Date _____

LEGAL REVIEW APPROVAL (if
required in Agency's process)

By Glenn Fullilove
Agency Counsel

Date 5/22/18

Agency Contact:

Steve Szigethy
1120 SW 5th Ave, Suite 800
Portland, OR 97204
503-823-5117
Steve.szigethy@portlandoregon.gov

State Contact:

Kristen Stallman
123 NW Flanders Street
Portland, OR 97209
503-731-4957
Kristen.stallman@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By [Signature] for Paul Mather
Highway Division Administrator

Date 5/30/18

APPROVAL RECOMMENDED

By [Signature]

Date 5-24-2018

By _____

Date _____

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Jennifer O'Brien
Assistant Attorney General

Date: via email dated 4/12/2018

CITY OF PORTLAND, OREGON
BUREAU OF TRANSPORTATION
&
BUREAU OF ENVIRONMENTAL SERVICES



PUBLIC WORKS PERMIT

This is a permit to construct public improvements in accordance with plans and specifications (permit numbers noted below) approved by the City of Portland ("the City"), as provided by the provisions of the Charter, Codes and resolutions of the City pertaining to such work.

PBOT JOB NO TH0283	BES PERMIT NO N/A	PERMIT NAME SW Whitaker Street, SW River Parkway, SW Curry Street, SW Moody Avenue & SW Bond Avenue
IMPROVEMENTS TO BE CONSTRUCTED Public Street Improvements		

Applicant to fill in	
PERMITTEE Oregon Health & Science University	REPRESENTATIVE Elaine Dabrowski, Sr. Project Manager
MAILING ADDRESS 3181 SW Sam Jackson Park Road Portland, OR 97239	PHONE 503-494-8211
EMAIL ADDRESS dabrowsk@ohsu.edu	

The Permittee agrees to the following conditions:

1. The Permittee shall complete the design of the public improvements to the City's written satisfaction within 12 months after the date of the Permittee's signature on this Permit.
2. The Permittee shall complete construction of all required public improvements within 12 months of the date of the City's signature on this Permit. The construction is considered complete when the Permittee has received written acceptance by the City ("Construction Completion").
3. The Permittee or the Permittee's contractor shall furnish an assurance of performance in the form of a performance bond, cash in lieu thereof, or other equivalent guarantee ("the Performance Guarantee") as approved by the City Attorney. The Performance Guarantee provided in conformance with City Code can be called on in the event that the Permittee fails to carry out all provisions of this Permit.
4. If installation of the required improvements is not completed within the time periods specified above, the City may utilize these funds to cause the work to be completed and recover its full cost and expense from the Performance Guarantee or if the Performance Guarantee is not sufficient additional funds will be required from the Permittee.

PERMIT TERMS

This permit ("Permit") includes the attached public works plans ("the Plans") as have been or may be approved by the City, the standard details, drawings, and construction specifications of the City; and any provisions of the Charter, Code, and Resolutions of the City relevant to the work performed hereunder ("the Work").

This Permit is hereby subject to the following conditions as determined to be applicable by the City:

- (A) The Permittee and Permittee's contractor agree to construct the project in accordance with the attached Plans, which are a part of this Permit, and with the Standard Construction Specifications of the City and under the direction and super vision of the City.
- (B) The Performance Guarantee will apply to all requirements of this Permit, whether or not it has been issued, and any violation of this Permit requiring correction.
- (C) The Permittee agrees to pay the City all applicable fees. The Permittee further agrees that if payment of any additional fees are not received within 60 days of notification by the City, the City Engineer may demand payment through the Performance Guarantee required as a condition of this Permit.

The Permittee also agrees to be liable for all costs, including attorney fees, incurred by City in exercising its rights under this section, and such costs if not promptly paid by the Permittee or Permittee's contractor shall be payable from the performance bond, cash in lieu thereof, or other equivalent surety. If the City resorts to the bond for payment of amounts provided for in this section, the surety is unconditionally obligated to pay the amount requested within ten days following the demand. The surety may obtain documentation of the City's charges, pursuant to the City's public records policy.

- (D) The Permittee and the Permittee's contractor shall perform the Work in such good, skillful, and substantial manner that no repairs of the improvements constructed under this permit ("the Improvements") will be necessary for a period of two years after Construction Completion ("the Warranty Period"). If, during the Warranty Period, any deficiencies identified by the City and attributable to any cause appear in the Improvements, or if any existing natural drainage course suffers degradation due to erosive stormwater runoff, the Permittee or the Permittee's contractor will repair such deficiencies at their own expense when so ordered by the City. Any project defects or stream degradation that appear or arise within the Warranty Period shall be prima facie evidence of defective material or workmanship. The City may extend the Warranty Period for any repairs, alterations, or rehabilitations that need to occur.
- (E) The Permittee or the Permittee's contractor shall furnish a bond, cash in lieu thereof, or other equivalent guarantee ("the Warranty Guarantee") as approved by the City Attorney in an amount equal to 20 percent of the Performance Guarantee after Construction Completion and all outstanding fees have been paid. The City may then release the Performance Guarantee and substitute the Warranty Guarantee for all requirements of this Permit applicable to the Warranty Period.
- (F) The Permittee or the Permittee's contractor shall maintain the Improvements, including facilities, mitigation measures, and their associated vegetative components, during the Warranty Period in accordance with the Operations and Maintenance Plan approved by BES, which is a part of this Permit. The Warranty Guarantee (or the Performance Guarantee, if no Warranty Guarantee was provided) will not be released until the City accepts the Improvements at the end of the Warranty Period ("Warranty Completion").
- (G) The Permittee or the Permittee's contractor will clean the Improvements in accordance with the Operations and Maintenance Plan at the end of the Warranty Period at the direction of the City

before the Improvements will be accepted and before the Warranty Guarantee (or the Performance Guarantee, if no Warranty Guarantee was provided) may be released.

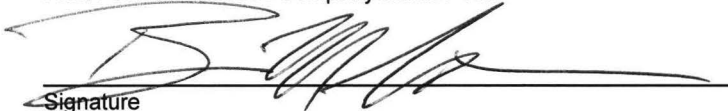
- (H) To the extent allowed under Oregon law, the Permittee and Permittee's contractor will fully indemnify, hold harmless, and defend the City and its officers, agents and employees from and against all claims, suits, actions, damages or losses of whatsoever nature, and all expenses and costs incidental to the investigations and defense thereof, including reasonable attorney fees, resulting from or arising out of the activities of the Permittee and the Permittee's contractor, subcontractors, and their officers, employees, and agents with respect to the Work or the Improvements.
- (I) Before this Permit may issue, the Permittee or the Permittee's contractor will furnish liability and property damage insurance as approved by the City Attorney in an amount required by the City.
- (J) The City may refuse to issue building permits or sewer connection permits until Construction Completion and all outstanding fees have been paid.
- (K) The Work will be located within existing public rights-of-way, public easements, or private property owned by the Permittee that will be dedicated as a public right-of-way or easement. All dedications by the Permittee must be performed before this Permit may issue and must contain standard terms and provisions acceptable to the City.
- (L) City personnel may enter upon the particular private property for the purpose of testing, inspection and surveying if required, during the course of design and construction of the public improvements.
- (M) City inspection personnel may reject or require correction of work that is not in accordance with the approved plans and standard specifications and would prevent future acceptance of the improvements.
- (N) The Permittee shall hold the City of Portland harmless against any liability that may occur during construction prior to dedication of the right of way or recording of the easement, and the Permittee assumes all risk of loss that may arise in the event the City or any other public agency subsequently requires changes in or additions to plans or refuses to approve all or any part of the Permittee's improvements.
- (O) The issuance of the Permit in no way waives any requirements by the City or any other public agency.
- (U) Oregon law requires the Permittee to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. The Permittee may obtain copies of these rules from the Center by calling (503) 232-1987. If the Permittee has any questions about the rules, the Permittee may contact the call Center. **The Permittee must notify utilities before commencing work through the Oregon Utility Notification Center at least 2 business days, but no more than 10 business days before commencing an excavation. Call 246-6699.**
- (V) The Permittee or Permittee's contractor agrees to notify the City as identified on the Plans and special specifications prior to commencement of work.

By signing below the Permittee accepts the terms and conditions stated above:

Oregon Health & Science University, an Oregon public corporation

Brian Newman, Associate Vice President, Campus Planning, Development & Real Estate

Print Permittee Name / Company Name / Title


Signature

November 4, 2015

Date

TO BE COMPLETED BY THE CITY

DESCRIPTION OF IMPROVEMENTS
Public Street Improvements

Date 9-22-17 Permit issued 9-22-17
This Permit expires at 11:59 p.m. on 9-22-18 or N/A days after
work begins, whichever occurs first.
PBOT DIRECTOR approval: [Signature] 9-22-17
PBOT Director or designee Date

(Initial) _____ (Date) _____ Easement(s) acquired
(Initial) _____ (Date) _____ Grading Permit acquired



Exhibit A-4

DATE 7-26-17 REVISED – REVISED SCOPE 7-28-17

CCB #156838

JOB: OHSU (South Waterfront) CHHS

Price to: Modify Traffic Signals and Streetlighting \$378,000.00

Traffic Signals	\$316,675.00
Street Lighting	\$61,325.00

Scope Clarifications – Inclusions: Part H & Alternate: Part I = (electrical Permits Only)

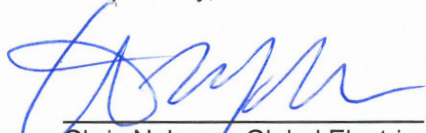
General Conditions:

1. All applicable taxes are included in our submission.
2. The contractor shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
3. Equipment and materials supplied by the contractor are warranted only to the extent that the same are warranted by the manufacturer.
4. The contractor shall not be liable for indirect loss or damage.
5. Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
6. If a formal contract is required, its conditions must not deviate from this proposal without contractor's permission.
7. Anything (verbal or written), express or implied elsewhere, which are contrary to these conditions shall be null and void.
8. Payments are due upon receipt. Payments later than 30 days will be assessed a 1 1/2% service charge

Clarifications:

1. Striping by others
2. Signage (other than what is shown on Signal plans) by others
3. Survey by others
4. Repair patch of asphalt at Bond and Curry by others.
5. Demo and Repair of sidewalks by others.

Respectfully,


Chris Nelson – Global Electric
(503)849-5979

Accepted by:

Print Name

Date

From: Chris Nelson <chris@globalelectricusa.com>
Sent: Friday, July 28, 2017 11:33 AM
To: Bradley Miller
Cc: Gene Nelson
Subject: RE: SouthWaterfront CHHS REVISED QUOTE
Attachments: SKM_C224e17072911390.pdf

Here you go

Thank You,

Chris Nelson
Global Electric Inc
Project Manager
Chris@Globalelectricusa.com
503-849-5979

From: Bradley Miller [<mailto:Bradley-Miller@Hoffmancorp.com>]
Sent: Friday, July 28, 2017 11:28 AM
To: Chris Nelson <chris@globalelectricusa.com>
Cc: Gene Nelson <gene@globalelectricusa.com>
Subject: RE: SouthWaterfront CHHS REVISED QUOTE

DATE 7-26-17 REVISED – REVISED SCOPE 7-28-17 CCB #156838

JOB: OHSU (South Waterfront) CHHS

Please assign the \$5500 to either street lighting or traffic signals.

Price to: Modify Traffic Signals and Streetlighting \$378,000.00

Traffic Signals	\$313,675.00
Street Lighting	\$58,825.00

Scope additions - \$5500

Scope Clarifications – Inclusions Part H & Alternate I (electrical Permits Only)

Bradley Miller, P.E. | HOFFMAN

From: Chris Nelson [<mailto:chris@globalelectricusa.com>]
Sent: Friday, July 28, 2017 11:23 AM
To: Bradley Miller <Bradley-Miller@Hoffmancorp.com>
Cc: Gene Nelson <gene@globalelectricusa.com>
Subject: RE: SouthWaterfront CHHS REVISED QUOTE

Brad,

Here is revised quote for complete scope.

Thank You,

Chris Nelson
Global Electric Inc
Project Manager
Chris@Globalelectricusa.com
503-849-5979

From: Bradley Miller [<mailto:Bradley-Miller@Hoffmancorp.com>]
Sent: Wednesday, July 26, 2017 4:43 PM
To: Chris Nelson <chris@globalelectricusa.com>
Cc: Gene Nelson <gene@globalelectricusa.com>
Subject: RE: SouthWaterfront CHHS REVISED QUOTE

Chris,

Please review the attached scope of work and advise of no change to your submitted price within 3 days. Thank you.

Bradley Miller, P.E. | HOFFMAN

From: Chris Nelson [<mailto:chris@globalelectricusa.com>]
Sent: Wednesday, July 26, 2017 3:30 PM
To: Bradley Miller <Bradley-Miller@Hoffmancorp.com>
Subject: SouthWaterfront CHHS REVISED QUOTE

Brad,

Here is our revised quote per the new drawings.

Let me know if you have any questions.

Thank You,

Chris Nelson
Global Electric Inc
Project Manager
Chris@Globalelectricusa.com
503-849-5979

From: Global Copier
Sent: Thursday, July 27, 2017 12:32 AM
To: Chris Nelson <chris@globalelectricusa.com>
Subject: Message from KM_C224e

Street Lighting Scope of Work:

1. INCLUSIONS:

- a. All work (turn-key) shown on Street Lighting sheets (IL-1, IL-2, IL-3), stamp dated 5/23/17, 6/5/17, and 5/23/17 respectively, and Special Provisions dated 5/26/17, as prepared by Kittelson & Associates and issued in ASI #10.3.
- b. Per Addendum A, all temporary traffic control (including PBOT temporary street use permitting) as required to complete subcontractor's scope of work
- c. Pole accessories (flag holders, flower pots, downlights, awnings, etc.) per PBOT standard drawings incorporated by reference.
- d. Touch-up paint for new light poles and existing light poles that are to be modified as part of this scope of work.
- e. Paints and coatings, as shown for Street Lighting. (For example, see sheet IL-1 keynote 16. Note: keynote 16 is listed twice on sheet IL-1.)
- f. Vac-ex, trenching, and excavation as required for Street Lighting work.
- g. Turn-key notification to and coordination with City of Portland / PBOT / TriMet / Portland Streetcar
- h. All permits and deferred submittals as required.
- i. Salvage and transportation of materials, as required for Street Lighting work.
- j. Demolition, as required for Street Lighting work.
- k. All work pertaining to **Street Lighting** shown on Public Street Improvement drawings ST0.1 through ST6.5, stamp dated 5/26/17 (ST2.0, ST3.0, ST6.0 dated 6/7/17), as prepared by KPFF and issued in ASI #10.3, including but not limited to the following:
 - i. Sheet ST0.2:
 1. General notes as applicable to subcontractor's scope of work
 - ii. Sheet ST2.0:
 1. Keynote 5: protect existing light/catenary pole – #5 typical all sheets where noted
 2. Keynote 56: Relocate junction boxes to furnishing zone and adjust lids – #56 typical all sheets where noted
 - iii. Sheet ST2.2
 1. Keynote 64: improvements to existing light pole – #64 typical all sheets where noted
 - iv. Sheet ST2.3
 1. Keynote 16: remove and salvage light pole
 2. Keynote 37: install street light pole
 3. Keynote 56: Relocate junction boxes to furnishing zone and adjust lids – #56 typical all sheets where noted
 4. Keynote 64: improvements to existing light pole – #64 typical all sheets where noted
 5. Keynote 66: install new street light and signal pole
 - v. Sheet ST2.5:
 1. Keynote 37: install street light pole
 - vi. Sheet ST2.7:
 1. Keynote 64: improvements to existing light pole – #64 typical all sheets where noted

2. EXCLUSIONS:

- a. Surveying
- b. Public Street Improvement drawings (ST0.1 through ST5.2 series of drawings), except for work pertaining to Street Lighting.
- c. Signage and Striping Plans ("Traffic Control Sheet Index"): sheets ST6.0, ST6.1, ST6.2, ST6.3, ST6.4, ST6.5 (by Coffman's sub-tier)
- d. Landscaping: sheets L1.01, L1.02, L5.00, L5.01, L5.02, L5.03 (by Green Art (B28) and Dennis' 7 Dees (B29))
- e. Erosion and Sediment Control: sheet EC1.0 (by Coffman)
- f. Work described in the Alternates section of this agreement (see below).

3. ALTERNATE (Traffic Signals):

- a. All work (turn-key) shown on Traffic Signal plans (sheets TS-1, TS-2, TS-3, TS-4, TS-5, TS-5, TS-6, TS-7, TS-8, TS-9, TS-10), stamp dated 5/23/17, and Special Provisions dated 5/26/17, as prepared by Kittelson & Associates and issued in ASI #10.3
- b. Per Addendum A, all temporary traffic control (including PBOT temporary street use permitting) as required for Traffic Signals
- c. Pole accessories (flag holders, flower pots, downlights, awnings, etc.) as required for Traffic Signals, per PBOT standard drawings incorporated by reference.

- d. Touch-up paint for new signal poles and existing poles that are to be modified as part of Traffic Signals scope of work.
- e. Paints and coatings, as shown for Traffic Signals. (For example, see sheet TS-1 keynote 16.)
- f. Vac-ex, trenching, and excavation as required for Traffic Signals.
- g. Turn-key notification to and coordination with City of Portland / PBOT / TriMet / Portland Streetcar as required for Traffic Signals.
- h. Connections to existing traffic signal infrastructure as shown.
- i. All permits and deferred submittals as required for Traffic Signals
- j. Salvage and transportation of materials, as required for Traffic Signals
- k. Demolition, as required for Traffic Signals work.
- l. All work pertaining to **Traffic Signals** shown on Public Street Improvement drawings ST0.1 through ST6.5, stamp dated 5/26/17 (ST2.0, ST3.0, ST6.0 dated 6/7/17), as prepared by KPFF and issued in ASI #10.3, including but not limited to the following:
 - i. Sheet ST0.2:
 - 1. General notes as applicable to subcontractor's scope of work
 - ii. Sheet ST2.0:
 - 1. Keynote 80: install new signal controller box – #80 typical all sheets where noted
 - iii. Sheet ST2.1
 - 1. Keynote 79: Install pedestrian signal pole – #79 typical all sheets where noted
 - iv. Sheet ST2.2:
 - 1. Keynote 80: install new signal controller box – #80 typical all sheets where noted
 - v. Sheet ST2.3
 - 1. Keynote 65: install new pole
 - 2. Keynote 67: install new streetcar catenary power and signal poles.
 - 3. Keynote 79: Install pedestrian signal pole – #79 typical all sheets where noted
 - vi. Sheet ST2.7:
 - 1. Keynote 79: Install pedestrian signal pole – #79 typical all sheets where noted
 - vii. Sheet ST6.0:
 - 1. Construction notes 1 and 2: temporary signs with flags, after new traffic signals are installed
 - viii. Sheet ST6.1:
 - 1. Construction notes 1, 2, 3, 4: temporary signs with flags, after new traffic signals are installed



DATE 7-26-17 REVISED – REVISED SCOPE 7-28-17

CCB #156838

JOB: OHSU (South Waterfront) CHHS

Price to: *Modify Traffic Signals and Streetlighting \$378,000.00*

Traffic Signals	\$313,675.00
Street Lighting	\$58,825.00

Scope additions - \$5500

Scope Clarifications – Inclusions Part H & Alternate I (electrical Permits Only)

General Conditions:

1. All applicable taxes are included in our submission.
2. The contractor shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
3. Equipment and materials supplied by the contractor are warranted only to the extent that the same are warranted by the manufacturer.
4. The contractor shall not be liable for indirect loss or damage.
5. Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
6. If a formal contract is required, its conditions must not deviate from this proposal without contractor's permission.
7. Anything (verbal or written), express or implied elsewhere, which are contrary to these conditions shall be null and void.
8. Payments are due upon receipt. Payments later than 30 days will be assessed a 1 1/2% service charge

Clarifications:

1. Striping by others
2. Signage (other than what is shown on Signal plans) by others
3. Survey by others
4. Repair patch of asphalt at Bond and Curry by others.
5. Demo and Repair of sidewalks by others.

Respectfully,



Chris Nelson – Global Electric
(503)849-5079

Accepted by:

Print Name

Date

From: Chris Nelson <chris@globalelectricusa.com>
Sent: Friday, July 28, 2017 11:23 AM
To: Bradley Miller
Cc: Gene Nelson
Subject: RE: SouthWaterfront CHHS REVISED QUOTE
Attachments: SKM_C224e17072911130.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Brad,

Here is revised quote for complete scope.

Thank You,

Chris Nelson
Global Electric Inc
Project Manager
Chris@Globalelectricusa.com
503-849-5979

From: Bradley Miller [<mailto:Bradley-Miller@Hoffmancorp.com>]
Sent: Wednesday, July 26, 2017 4:43 PM
To: Chris Nelson <chris@globalelectricusa.com>
Cc: Gene Nelson <gene@globalelectricusa.com>
Subject: RE: SouthWaterfront CHHS REVISED QUOTE

Chris,

Please review the attached scope of work and advise of no change to your submitted price within 3 days. Thank you.

Bradley Miller, P.E. | HOFFMAN

From: Chris Nelson [<mailto:chris@globalelectricusa.com>]
Sent: Wednesday, July 26, 2017 3:30 PM
To: Bradley Miller <Bradley-Miller@Hoffmancorp.com>
Subject: SouthWaterfront CHHS REVISED QUOTE

Brad,

Here is our revised quote per the new drawings.

Let me know if you have any questions.

Thank You,

Chris Nelson
Global Electric Inc
Project Manager
Chris@Globalelectricusa.com
503-849-5979

From: Global Copier
Sent: Thursday, July 27, 2017 12:32 AM
To: Chris Nelson <chris@globalelectricusa.com>
Subject: Message from KM_C224e

Street Lighting Scope of Work:

1. INCLUSIONS:

- a. All work (turn-key) shown on Street Lighting sheets (IL-1, IL-2, IL-3), stamp dated 5/23/17, 6/5/17, and 5/23/17 respectively, and Special Provisions dated 5/26/17, as prepared by Kittelson & Associates and issued in ASI #10.3.
- b. Per Addendum A, all temporary traffic control (including PBOT temporary street use permitting) as required to complete subcontractor's scope of work
- c. Pole accessories (flag holders, flower pots, downlights, awnings, etc.) per PBOT standard drawings incorporated by reference.
- d. Touch-up paint for new light poles and existing light poles that are to be modified as part of this scope of work.
- e. Paints and coatings, as shown for Street Lighting. (For example, see sheet IL-1 keynote 16. Note: keynote 16 is listed twice on sheet IL-1.)
- f. Vac-ex, trenching, and excavation as required for Street Lighting work.
- g. Turn-key notification to and coordination with City of Portland / PBOT / TriMet / Portland Streetcar
- h. All permits and deferred submittals as required.
- i. Salvage and transportation of materials, as required for Street Lighting work.
- j. Demolition, as required for Street Lighting work.
- k. All work pertaining to **Street Lighting** shown on Public Street Improvement drawings ST0.1 through ST6.5, stamp dated 5/26/17 (ST2.0, ST3.0, ST6.0 dated 6/7/17), as prepared by KPFF and issued in ASI #10.3, including but not limited to the following:
 - i. Sheet ST0.2:
 1. General notes as applicable to subcontractor's scope of work
 - ii. Sheet ST2.0:
 1. Keynote 5: protect existing light/catenary pole – #5 typical all sheets where noted
 2. Keynote 56: Relocate junction boxes to furnishing zone and adjust lids – #56 typical all sheets where noted
 - iii. Sheet ST2.2
 1. Keynote 64: improvements to existing light pole – #64 typical all sheets where noted
 - iv. Sheet ST2.3
 1. Keynote 16: remove and salvage light pole
 2. Keynote 37: install street light pole
 3. Keynote 56: Relocate junction boxes to furnishing zone and adjust lids – #56 typical all sheets where noted
 4. Keynote 64: improvements to existing light pole – #64 typical all sheets where noted
 5. Keynote 66: install new street light and signal pole
 - v. Sheet ST2.5:
 1. Keynote 37: install street light pole
 - vi. Sheet ST2.7:
 1. Keynote 64: improvements to existing light pole – #64 typical all sheets where noted

2. EXCLUSIONS:

- a. Surveying
- b. Public Street Improvement drawings (ST0.1 through ST5.2 series of drawings), except for work pertaining to Street Lighting.
- c. Signage and Striping Plans ("Traffic Control Sheet Index"): sheets ST6.0, ST6.1, ST6.2, ST6.3, ST6.4, ST6.5 (by Coffman's sub-tier)
- d. Landscaping: sheets L1.01, L1.02, L5.00, L5.01, L5.02, L5.03 (by Green Art (B28) and Dennis' 7 Dees (B29))
- e. Erosion and Sediment Control: sheet EC1.0 (by Coffman)
- f. Work described in the Alternates section of this agreement (see below).

3. ALTERNATE (Traffic Signals):

- a. All work (turn-key) shown on Traffic Signal plans (sheets TS-1, TS-2, TS-3, TS-4, TS-5, TS-5, TS-6, TS-7, TS-8, TS-9, TS-10), stamp dated 5/23/17, and Special Provisions dated 5/26/17, as prepared by Kittelson & Associates and issued in ASI #10.3
- b. Per Addendum A, all temporary traffic control (including PBOT temporary street use permitting) as required for Traffic Signals
- c. Pole accessories (flag holders, flower pots, downlights, awnings, etc.) as required for Traffic Signals, per PBOT standard drawings incorporated by reference.

- d. Touch-up paint for new signal poles and existing poles that are to be modified as part of Traffic Signals scope of work.
- e. Paints and coatings, as shown for Traffic Signals. (For example, see sheet TS-1 keynote 16.)
- f. Vac-ex, trenching, and excavation as required for Traffic Signals.
- g. Turn-key notification to and coordination with City of Portland / PBOT / TriMet / Portland Streetcar as required for Traffic Signals.
- h. Connections to existing traffic signal infrastructure as shown.
- i. All permits and deferred submittals as required for Traffic Signals
- j. Salvage and transportation of materials, as required for Traffic Signals
- k. Demolition, as required for Traffic Signals work.
- l. All work pertaining to **Traffic Signals** shown on Public Street Improvement drawings ST0.1 through ST6.5, stamp dated 5/26/17 (ST2.0, ST3.0, ST6.0 dated 6/7/17), as prepared by KPFF and issued in ASI #10.3, including but not limited to the following:
 - i. Sheet ST0.2:
 - 1. General notes as applicable to subcontractor's scope of work
 - ii. Sheet ST2.0:
 - 1. Keynote 80: install new signal controller box – #80 typical all sheets where noted
 - iii. Sheet ST2.1
 - 1. Keynote 79: Install pedestrian signal pole – #79 typical all sheets where noted
 - iv. Sheet ST2.2:
 - 1. Keynote 80: install new signal controller box – #80 typical all sheets where noted
 - v. Sheet ST2.3
 - 1. Keynote 65: install new pole
 - 2. Keynote 67: install new streetcar catenary power and signal poles.
 - 3. Keynote 79: Install pedestrian signal pole – #79 typical all sheets where noted
 - vi. Sheet ST2.7:
 - 1. Keynote 79: Install pedestrian signal pole – #79 typical all sheets where noted
 - vii. Sheet ST6.0:
 - 1. Construction notes 1 and 2: temporary signs with flags, after new traffic signals are installed
 - viii. Sheet ST6.1:
 - 1. Construction notes 1, 2, 3, 4: temporary signs with flags, after new traffic signals are installed



DATE 7-26-17 REVISED

CCB #156838

JOB: OHSU (South Waterfront) CHHS

Price to: Modify Traffic Signals and Streetlighting \$372,500.00

Traffic Signals	\$313,675.00
Street Lighting	\$58,825.00

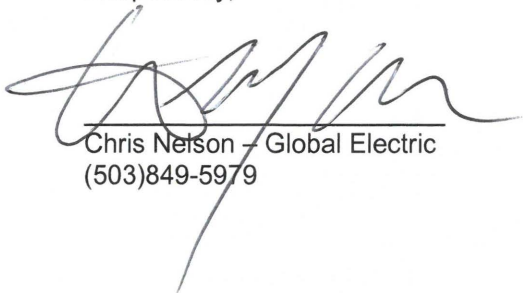
General Conditions:

1. All applicable taxes are included in our submission.
2. The contractor shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
3. Equipment and materials supplied by the contractor are warranted only to the extent that the same are warranted by the manufacturer.
4. The contractor shall not be liable for indirect loss or damage.
5. Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
6. If a formal contract is required, its conditions must not deviate from this proposal without contractor's permission.
7. Anything (verbal or written), express or implied elsewhere, which are contrary to these conditions shall be null and void.
8. Payments are due upon receipt. Payments later than 30 days will be assessed a 1 1/2% service charge

Clarifications:

1. Striping by others
2. Signage (other than what is shown on Signal plans) by others
3. Survey by others
4. Repair patch of asphalt at Bond and Curry by others.
5. Demo and Repair of sidewalks by others.

Respectfully,



Chris Nelson - Global Electric
(503)849-5979

Accepted by:

Print Name

Date

From: Chris Nelson <chris@globalelectricusa.com>
Sent: Wednesday, July 26, 2017 3:30 PM
To: Bradley Miller
Subject: SouthWaterfront CHHS REVISED QUOTE
Attachments: SKM_C224e17072715320.pdf

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Brad,

Here is our revised quote per the new drawings.

Let me know if you have any questions.

Thank You,

Chris Nelson
Global Electric Inc
Project Manager
Chris@Globalelectricusa.com
503-849-5979

From: Global Copier
Sent: Thursday, July 27, 2017 12:32 AM
To: Chris Nelson <chris@globalelectricusa.com>
Subject: Message from KM_C224e

From: Chris Nelson <chris@sundownelectric.com>
Sent: Tuesday, January 24, 2017 3:47 PM
To: Bradley Miller
Cc: Gene Nelson
Subject: OHSU - Bid Package 12
Attachments: SKM_C224e17012516490.pdf

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Brad,

Here is revised Quote and scope letter.

Thank You,

Chris Nelson
Global Electric Inc
Project Manager
Chris@Globalelectricusa.com
503-849-5979



DATE 11-10-16 REVISED

CCB #156838

JOB: OHSU (South Waterfront) CHHS

Price to: Modify Traffic Signals and Streetlighting \$321,030.00

Traffic Signals \$266,620.00
Street Lighting \$54,410.00

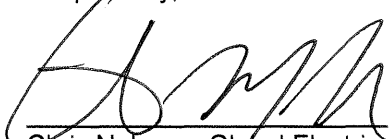
General Conditions:

1. All applicable taxes are included in our submission.
2. The contractor shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
3. Equipment and materials supplied by the contractor are warranted only to the extent that the same are warranted by the manufacturer.
4. The contractor shall not be liable for indirect loss or damage.
5. Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
6. If a formal contract is required, its conditions must not deviate from this proposal without contractor's permission.
7. Anything (verbal or written), express or implied elsewhere, which are contrary to these conditions shall be null and void.
8. Payments are due upon receipt. Payments later than 30 days will be assessed a 1 1/2% service charge

Clarifications:

1. Striping by others
2. Signage (other than what is shown on Signal plans) by others
3. Survey by others
4. Plans do not show Electrical Power source – we have \$10k in budget for power connection.

Respectfully,


Chris Nelson – Global Electric
(503)849-5979

Accepted by:

Print Name

Date

Scope of Work : OHSU CHH-South Bid Package #12

Street Lighting:

- (4) Type "C" pole foundations
- (2) New type "C" Light poles w/paint
- (2) Relocated type "C" light poles w/paint
- (4) Type "A" JB's
- (2) Type "B" JB's
- New Conduit, New Wire and terminations
- (2) Remove (2) foundations, (2) JB's, (2) Lights and Wire

Traffic Signals

- Upgrade interconnect system
- Install new Signal at Bond at Curry
- Install new Signal at Moody at Curry
- Modification to Streetcar system



Exclusions

- Striping by others
- Signage (other than what is on Signal Plans) by others
- Survey by others
- Concrete Testing by others

* Power Connection not shown - We have budgeted \$10k for this Work

From: Chris Nelson <chris@globalelectricusa.com>
Sent: Thursday, November 10, 2016 1:14 PM
To: Bids at Hoffman Construction
Cc: Michal Oard
Subject: FW: Message from KM_C224e
Attachments: SKM_C224e16111114140.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Michal,

Here is our bid.

Thank You,

Chris Nelson
Global Electric Inc
Project Manager
Chris@Globalelectricusa.com
503-849-5979

From: Global Copier
Sent: Thursday, November 10, 2016 10:14 PM
To: Chris Nelson <chris@globalelectricusa.com>
Subject: Message from KM_C224e

PROPOSAL FORM

To: Hoffman Construction Company of Oregon
805 SW Broadway, Suite 2100
Portland, OR 97205
BIDS@Hoffmancorp.com

Project: OHSU CHH South
Hoffman Job No: 5150015
Portland, Oregon

Bid Package: #12 – Traffic Signal Systems and Street Lighting

Bidder's Name: Global Electric Inc.

Pursuant to and in compliance with the RFP documents and other documents relating thereto, the undersigned hereby proposes to furnish all labor, equipment and material, FOB jobsite, to perform all work as required and in strict accordance with Subcontract Documents as follows:

Bid Item	Description	Bid Amount	Payment & Performance Bonds (if, required)
1	Traffic Signal Systems	\$ 266,620.00	4,750.00
2	Street Lighting	\$ 54,410.00	1,225.00

Bidder represents and warrants that the insurance costs for all coverages provided under the (WC/GL) will be excluded from its bid and the bids of its Sub-subcontractors of any tier.

- Subcontractor's CCIP Contact: LAURA Phillips Phone: 503-647-5650
- Email Address: Laura@GlobalelectricUSA.com

Exclusion & Condition =
See Attached

Bid Package: #12 – Traffic Signal Systems and Street Lighting

CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED WITH PROPOSAL ON BID DATE

- ☒ **Proposal Form**
☒ **Proposed Change Order Labor Rates (see Page 3 of Proposal Form)**
☒ **Subcontractor/Vendor Questionnaire with latest safety & financial info (Unless previously submitted)**

Fully Burdened Change Order Labor Rates: REQUIRED (except for supply-only vendors). BID MAY OTHERWISE BE REJECTED

	REGULAR RATE	TIME & HALF	DOUBLE TIME
Foreman	\$ 108	\$ 162	\$ 216
Journeyman	\$ 98	\$ 147	\$ 196
Apprentice	\$ 78	\$ 117	\$ 156
Project Manager	\$ 115	N/A	N/A
Project Engineer	\$ - NA-	N/A	N/A
Project Administrator	\$ 45	N/A	N/A

Prices are firm for acceptance within 60 days after proposal deadline. Alternates and/or Options, if any, may be exercised within 60 days of Subcontract/Purchase Agreement award. In addition, proposal clarifications, additional scope of work, and/or schedule considerations are as follows (Bidder to list):

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Proposal Form/Page 3

Project: 5150015, OHSU CHH South

Bid Package: #12 – Traffic Signal Systems and Street Lighting

1. The undersigned acknowledges receipt of the following Addendums:

Addendum Number	Dated	Addendum Number	Dated
A	10/14/16		

2. Bidder (will ☒) (will NOT ☐) provide health insurance coverage to all employees assigned to the project.
 3. Bidder (will ☒) (will NOT ☐) achieve specified 85% "Buy Oregon" goal. If NOT, attach explanation.
 4. Oregon Construction Contractors Board (CCB) License Number: **156838**
 5. Bidder (has ☒) (has not ☐) filed a \$30,000 Public Works Bond with Oregon Construction Contractors Board.
 6. List your firm's Workers' Compensation Interstate Experience Modification Rate (EMR) for the most recent three years: 2015-Rate: **.94** 2014-Rate: **.77** 2013-Rate: **1.08**
 7. Bidder is a (Union ☒) (Non-Union ☐) Contractor.

Trade Agreements With	Expires	Trade Agreements With	Expires
IBEW 48	12-31-17		
IUOE 701	- NA -		

8. Bidder (is ☐) (is not ☒) a certified (MBE ☐) (WBE ☐) (ESB ☐) (DBE ☐) firm. Certification # _____.
 M/W/ESB participation included in Base Bid Amount: ____% (**15% M/W/ESB Goal**)
 9. Identify all Subcontractors and all M/W/ESB (Subcontractors and Suppliers) below or attach separate sheet.
 Separate sheet (is ☐) (is not ☒) attached.

Subcontractor / Supplier Name	Certification(s)	Work To Be Performed	Dollar Amount
NA			\$
			\$
			\$

10. Bidder is a (Large ☐) (Small ☒) Business Concern as defined by the Small Business Administration.
 11. Bidder (is ☒) (is not ☐) a resident bidder of the State of Oregon.
 12. Bidder (has ☒) (has not ☐) reviewed the proposed Subcontract/Purchase Agreement including attachments thereto and agrees to execute the Agreement without exception and provide the Insurance specified therein.
 13. Subcontractor/Vendor Questionnaire (is attached ☐) (was previously submitted ☒)
 14. Where did you obtain or examine bid documents and Addendum for this bid package?
 Identify: **Been working with an Site Electrical Contractor**

15. Where did you first learn of this bid package?

(☒) Same as above (☒) Hoffman Website (☐) Invitation To Bid (☐) _____
 By invitation

Proposal submitted by:

Name and Address of Bidder:

Global Electric
PO Box 162
North Plains, OR 97133

Telephone: **503-647-5650**
 Fax: **503-647-5649**
 E-mail: **Chris@globalelectricsusa.com**

Signed By (please print)

Chris Nelson

Date: **11-10-16**

Signed:





**Global
Electric, Inc.**

DATE 11-10-16

CCB #156838

JOB: OHSU (South Waterfront) CHHS

Price to: Modify Traffic Signals and Streetlighting \$327,030.00

Traffic Signals \$266,620.00
Materials \$54,410.00


General Conditions:

1. All applicable taxes are included in our submission.
2. The contractor shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
3. Equipment and materials supplied by the contractor are warranted only to the extent that the same are warranted by the manufacturer.
4. The contractor shall not be liable for indirect loss or damage.
5. Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
6. If a formal contract is required, its conditions must not deviate from this proposal without contractor's permission.
7. Anything (verbal or written), express or implied elsewhere, which are contrary to these conditions shall be null and void.
8. Payments are due upon receipt. Payments later than 30 days will be assessed a 1 1/2% service charge.

Clarifications:

1. Striping by others
2. Signage (other than what is shown on Signal plans) by others
3. Survey by others
4. Plans do not show Electrical Power source – we have \$10k in budget for power connection.

Respectfully,


Chris Nelson – Global Electric
(503)849-5500

Accepted by:

Print Name

Date

From: Chris Nelson <chris@globalelectricusa.com>
Sent: Thursday, November 10, 2016 1:14 PM
To: Bids at Hoffman Construction
Cc: Michal Oard
Subject: FW: Message from KM_C224e
Attachments: SKM_C224e16111114140.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Michal,

Here is our bid.

Thank You,

Chris Nelson
Global Electric Inc
Project Manager
Chris@Globalelectricusa.com
503-849-5979

From: Global Copier
Sent: Thursday, November 10, 2016 10:14 PM
To: Chris Nelson <chris@globalelectricusa.com>
Subject: Message from KM_C224e

PROPOSAL FORM

To: Hoffman Construction Company of Oregon
805 SW Broadway, Suite 2100
Portland, OR 97205
BIDS@Hoffmancorp.com

Project: OHSU CHH South
Hoffman Job No: 5150015
Portland, Oregon

Bid Package: #12 – Traffic Signal Systems and Street Lighting

Bidder's Name: Global Electric Inc.

Pursuant to and in compliance with the RFP documents and other documents relating thereto, the undersigned hereby proposes to furnish all labor, equipment and material, FOB jobsite, to perform all work as required and in strict accordance with Subcontract Documents as follows:

Bid Item	Description	Bid Amount	Payment & Performance Bonds (if, required)
1	Traffic Signal Systems	\$ 266,620.00	4,750.00
2	Street Lighting	\$ 54,410.00	1,225.00

Bidder represents and warrants that the insurance costs for all coverages provided under the (WC/GL) will be excluded from its bid and the bids of its Sub-subcontractors of any tier.

- Subcontractor's CCIP Contact: LAURA Phillips Phone: 503-647-5650
- Email Address: Laura@GlobalelectricUSA.com

Exclusion & Condition =
See Attached

Bid Package: #12 – Traffic Signal Systems and Street Lighting

CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED WITH PROPOSAL ON BID DATE

- ☒ **Proposal Form**
☒ **Proposed Change Order Labor Rates (see Page 3 of Proposal Form)**
☒ **Subcontractor/Vendor Questionnaire with latest safety & financial info (Unless previously submitted)**

Fully Burdened Change Order Labor Rates: REQUIRED (except for supply-only vendors). BID MAY OTHERWISE BE REJECTED

	REGULAR RATE	TIME & HALF	DOUBLE TIME
Foreman	\$ 108	\$ 162	\$ 216
Journeyman	\$ 98	\$ 147	\$ 196
Apprentice	\$ 78	\$ 117	\$ 156
Project Manager	\$ 115	N/A	N/A
Project Engineer	\$ - NA-	N/A	N/A
Project Administrator	\$ 45	N/A	N/A

Prices are firm for acceptance within 60 days after proposal deadline. Alternates and/or Options, if any, may be exercised within 60 days of Subcontract/Purchase Agreement award. In addition, proposal clarifications, additional scope of work, and/or schedule considerations are as follows (Bidder to list):

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Proposal Form/Page 3
Project: 5150015, OHSU CHH South
Bid Package: #12 – Traffic Signal Systems and Street Lighting

1. The undersigned acknowledges receipt of the following Addendums:

Addendum Number	Dated	Addendum Number	Dated
A	10/14/16		

2. Bidder (will ☒) (will NOT ☐) provide health insurance coverage to all employees assigned to the project.
3. Bidder (will ☒) (will NOT ☐) achieve specified 85% "Buy Oregon" goal. If NOT, attach explanation.
4. Oregon Construction Contractors Board (CCB) License Number: **156838**
5. Bidder (has ☒) (has not ☐) filed a \$30,000 Public Works Bond with Oregon Construction Contractors Board.
6. List your firm's Workers' Compensation Interstate Experience Modification Rate (EMR) for the most recent three years: 2015-Rate: **.94** 2014-Rate: **.77** 2013-Rate: **1.08**
7. Bidder is a (Union ☒) (Non-Union ☐) Contractor.

Trade Agreements With	Expires	Trade Agreements With	Expires
IBEW 48	12-31-17		
IUOE 701	- NA -		

8. Bidder (is ☐) (is not ☒) a certified (MBE ☐) (WBE ☐) (ESB ☐) (DBE ☐) firm. Certification # _____.
M/W/ESB participation included in Base Bid Amount: ____% (**15% M/W/ESB Goal**)
9. Identify all Subcontractors and all M/W/ESB (Subcontractors and Suppliers) below or attach separate sheet.
Separate sheet (is ☐) (is not ☒) attached.

Subcontractor / Supplier Name	Certification(s)	Work To Be Performed	Dollar Amount
NA			\$
			\$
			\$

10. Bidder is a (Large ☐) (Small ☒) Business Concern as defined by the Small Business Administration.
11. Bidder (is ☒) (is not ☐) a resident bidder of the State of Oregon.
12. Bidder (has ☒) (has not ☐) reviewed the proposed Subcontract/Purchase Agreement including attachments thereto and agrees to execute the Agreement without exception and provide the Insurance specified therein.
13. Subcontractor/Vendor Questionnaire (is attached ☐) (was previously submitted ☒)
14. Where did you obtain or examine bid documents and Addendum for this bid package?
Identify: **Been working with an Site Electrical Contractor**
15. Where did you first learn of this bid package?
☒ Same as above ☒ Hoffman Website ☐ Invitation To Bid ☐ _____
By invitation

Proposal submitted by:

Name and Address of Bidder:

Global Electric
PO Box 162
North Plains, OR 97133

Telephone: **503-647-5650**
Fax: **503-647-5649**
E-mail: **Chris@globalelectricsusa.com**

Signed By (please print)

Chris Nelson

Date: **11-10-16**

Signed:





DATE 11-10-16

CCB #156838

JOB: OHSU (South Waterfront) CHHS

Price to: *Modify Traffic Signals and Streetlighting \$321,030.00*

Traffic Signals	\$266,620.00
Materials	\$54,410.00

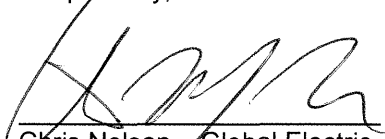
General Conditions:

1. All applicable taxes are included in our submission.
2. The contractor shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
3. Equipment and materials supplied by the contractor are warranted only to the extent that the same are warranted by the manufacturer.
4. The contractor shall not be liable for indirect loss or damage.
5. Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
6. If a formal contract is required, its conditions must not deviate from this proposal without contractor's permission.
7. Anything (verbal or written), express or implied elsewhere, which are contrary to these conditions shall be null and void.
8. Payments are due upon receipt. Payments later than 30 days will be assessed a 1 1/2% service charge

Clarifications:

1. Striping by others
2. Signage (other than what is shown on Signal plans) by others
3. Survey by others
4. Plans do not show Electrical Power source – we have \$10k in budget for power connection.

Respectfully,


Chris Nelson – Global Electric
(503)849-5979

Accepted by:

Print Name

Date