

**INTERGOVERNMENTAL AGREEMENT
BETWEEN TRIMET AND CITY OF PORTLAND
FOR SOUTHWEST CORRIDOR LIGHT RAIL PROJECT
DESIGN AND CONSTRUCTION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR SOUTHWEST CORRIDOR LIGHT RAIL PROJECT DESIGN AND CONSTRUCTION SERVICES (“Agreement”) is entered into between the TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (“TriMet”) and the CITY OF PORTLAND (“City”) (each hereinafter referred to individually as a “Party” and collectively as “the Parties”), effective on the last day executed by the Parties below.

RECITALS

1. TriMet is created and operated under ORS Chapter 267 and owns and operates the public mass transit system serving the Portland, Oregon metropolitan region within Washington, Multnomah and Clackamas counties, including the City of Portland. The transit system includes the MAX light rail system, composed of the Eastside/Banfield, Westside/Hillsboro, Airport, Interstate, Portland Transit Mall, I-205, and Portland-Milwaukie segments.
2. The City is a municipal corporation organized under the laws of the State of Oregon.
3. TriMet and the City are authorized to enter into this Agreement pursuant to ORS 190.010.
4. In June 2018, the Portland area metropolitan service district (“Metro”), TriMet, and the Federal Transit Administration (“FTA”) published the Draft Environmental Impact Statement (“DEIS”) for the Southwest Corridor Light Rail Project (“Project”). The Project would construct a new light rail line from downtown Portland to Tigard and Bridgeport Village in Tualatin, along with other roadway, bicycle, and pedestrian transportation improvements.
5. On August 13, 2018, the Southwest Corridor Steering Committee (“Steering Committee”), consisting of representatives from the Oregon Department of Transportation (“ODOT”), Metro, Washington County, TriMet, and the cities of Beaverton, Durham, King City, Portland, Tualatin, Sherwood, and Tigard recommended a Locally Preferred Alternative (“LPA”) for the Project light rail route. In the fall of 2018, the City Councils of Beaverton, Portland, Tigard, and Tualatin, and the Washington County Board of Commissioners, adopted resolutions or board orders or issued letters in support of the PA. On September 26, 2018, the TriMet Board of Directors issued Resolution 18-09-66 Recommending Confirmation of the Locally Preferred Alternative for the Southwest Corridor Light Rail Project.
6. On October 10, 2018 the Parties, along with the City of Tigard, Washington County, and Metro entered into a Memorandum of Understanding Regarding Southwest Corridor and Affordable Housing, which set out the Parties’ agreement to work together to promote affordable housing, business stabilization, and other development in the southwest corridor in

conjunction with the Project.

7. In 2018 the Portland City Council passed Resolution 37389 adopting the Southwest Corridor Equitable Housing Strategy as binding City policy with accompanying affordable and market rate housing targets and directing City bureaus to regularly report on progress, develop a financing plan including a possible new tax increment financing district, conduct station areas planning, and maximize publicly owned properties to create affordable housing.
8. In 2019 the SW Corridor Equitable Housing Strategy was incorporated into the final Metro SW Corridor Equitable Development Strategy to compliment Metro's workforce and small business development strategies for the corridor.
9. In 2018 the City of Portland signed a Memorandum of Understanding with TriMet, City of Tigard, and Washington County to plan for 600-700 units of affordable housing on TriMet owned property in Portland deemed surplus after the light rail construction is complete.
10. The City of Portland recognizes the benefits of co-locating quality transit and affordable housing for low-income residents to lower their combined household costs of housing and transportation and providing better access to the quality jobs, educational opportunities, and other amenities in the region.
11. To ensure a new Southwest Corridor light rail line benefits rather than displaces the most vulnerable households, a new holistic approach to development is needed that commits to new tenant protections and meaningfully capitalizing housing funding tools as a pre-condition to the City's support for the light rail project.
12. Under the authority of House Bill 3202 (Oregon Laws 2017, Chapter 714, hereinafter the "Act"), on December 13, 2018, the Metro Council adopted Resolution 18-4938, the Southwest Corridor MAX Light Rail Project Land Use Final Order ("LUFO") to establish the light rail route, stations, lots and maintenance facility, and the highway improvements, for the Project.
13. The Act defines the relationship between TriMet and other governmental entities following the adoption of the LUFO, and requires the state, Metro, all affected local governments, and any affected special districts and political subdivisions to amend their comprehensive, functional or regional framework plans, including public facility plans, transportation system plans and all applicable land use regulations, as necessary to be consistent with the LUFO. The Act also requires these entities to issue the appropriate development approvals, permits, licenses, certificates, and other approvals necessary for the construction of the Project and Project improvements to implement the LUFO as necessary to avoid significantly delaying the completion or implementation of the Project. "Development approvals, permits, licenses, certificates or other approvals may be subject only to reasonable and necessary conditions of approval but those conditions may not, by themselves or cumulatively, prevent implement of a land use final order."

14. On February 13, 2019, the FTA approved the Project's entry into the Project Development ("PD") stage of development. TriMet is currently designing the Project and, in summer 2020, expects to publish a Final Environmental Impact Statement ("FEIS"), which will evaluate updated designs, respond to comments, and confirm strategies to minimize and mitigate impacts identified in the DEIS. Following publication of the FEIS, TriMet will complete preliminary Project design (to 30% engineering) in the PD phase, submit an application to FTA to enter the Engineering Phase (expected August 2020), and work with FTA and local jurisdictions to secure Project funding. Upon securing local funding and approval from the FTA, TriMet will begin work to advance the preliminary design.
15. TriMet and the City desire to work collaboratively on the PD, engineering, permitting, and construction of the Project in the City of Portland.
16. The City is prepared to provide services and assign staff to the Project as necessary to oversee coordination and facilitation of the City's various roles in the PD phase of the Project in order to meet Project schedule, and TriMet is prepared to compensate the City therefor on the terms set forth herein, beginning February 13, 2019 and ending March 1, 2021 upon completion of the PD phase as per Exhibit ____.
17. The Parties expect that this Agreement and the Exhibits attached hereto will be modified over time, as the Project proceeds through final Design/Engineering, Construction and Close-Out to provide for specific City services during each of those phases.
18. Subject to modification as anticipated in Recital 11 above, the Parties enter into this Agreement to document each Party's understandings and agreements for the PD phase only of the Project.

NOW, THEREFORE, the premises in general being as stated in the foregoing Recitals, the Parties hereby agree as follows:

AGREEMENT

ARTICLE I – TERM

This Agreement is effective upon the date last executed below until Substantial Completion of the Project, unless terminated or extended under the provisions of this Agreement. Notwithstanding the foregoing, the following clauses shall survive any termination or expiration of this Agreement: Article II, Section W (Record Drawings); Article III, Section K (Amendment of City Code Provisions); Article VII, Section A (Continuing Control); Article VII, Section B (Additional Agreements); Article VII, Section C (Liability); Article VII, Section K (Maintenance of Records); Article VII, Section L (Audit and Inspection of Records; and any other right or obligation of either Party which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement.

ARTICLE II – TRIMET OBLIGATIONS

A. **Responsibility for the Project.** Except as otherwise provided herein, TriMet shall design,

construct, operate, and pay all costs for the Project, in accordance with the Project's funding arrangements. In the execution of the design and construction, except as otherwise provided herein, TriMet shall provide for the public's health, safety, and welfare by providing the proper construction, reconstruction, and modifications to those existing public facilities in the City's public right-of-way that are affected by the Project.

- A. Construction Standards for the Project.** TriMet shall use the 2010 City Standard Construction Specifications and standard drawings, except as amended and approved or replaced by new adopted standards by the City Engineer, for all portions of the Project that will ultimately be owned and/or maintained by the City.
- B. City Requests and Payment for Additional Work.** TriMet shall design and construct, at the City's expense, any Betterment (as that term is defined in Article III, paragraph H below) identified and requested by the City that enhances the basic Project or public improvements in the vicinity of the light rail alignment.
- C. Development of Project Development Documents.** TriMet will submit copies of design documents generated during the PD stage, to the City for review at the 15% and 30% stages of design, and the City will provide comments for resolution, including comments from involved City Bureaus, Council Person, and Advisory Committees, in accordance with the Project Milestones and Schedule shown in Exhibit A, attached hereto. TriMet shall provide a written response in spreadsheet format to each comment provided by the City identifying how these comments and issues will be addressed during the Final Design/Engineering Phase of the Project. TriMet will not submit signed or sealed drawings for review purposes. TriMet will submit signed and sealed drawings (the "Issued for Construction" or "IFC" plans) only upon completion of all final engineering phase work
- D. Development of Final Plans and Specifications.**
1. TriMet shall work in close cooperation with the City during preparation of final engineered plans and shall submit plans and specifications for official City review at the 60%, 90% and 100% stages of design. The review at the 100% stage is intended only to verify completion of the revisions identified at the 90% stage.
 2. The 60% stage is the first draft of Engineering Phase drawings and specifications. Other City Bureau and Commission review, to the extent required by City Code and not previously satisfied, shall be undertaken based on the 60% stage submission. This stage will include the identification and specification of all major construction work.
 3. The City and TriMet shall cooperate and exercise good faith efforts to provide documents, review, and comment, and resolve comments on plans and specifications so that the Project schedule milestones identified in Exhibit A are met. The Parties agree that should the Project schedule be revised in the future, they shall make best efforts to comply with the updated schedule milestones.
 4. The Parties understand that City review times shall not commence until all

required design elements appropriately included at each stage are incorporated into the submission at a level of detail that allows effective and efficient review by the City. Submittal of plans for review must be accompanied by completed checklist verifying that all required design items have been included. Should the submitted plans not be complete in terms of elements that are to be included, the City reserves the right to reject the plans from project review. Upon revision to the plans and after verifying that all items have been incorporated, the City will then provide a plan review. The City shall use its best efforts to minimize the review times whenever possible, however it is anticipated that a minimum fifteen (15) business day City review period will be needed at the 60% and 90% stages. Depending upon size of plan set and amount of new data incorporated since last review, City will require additional review time beyond the 15 business days. In this case additional plan review time will be agreed to between Parties.

5. The review at the 100% stage is intended only to verify that the revisions identified at the 90% stage have been completed. The 100% review shall be accomplished within ten (10) business days, unless otherwise agreed between City and TriMet. In the event that the City does not timely respond, the submitted plans and specifications shall be deemed approved as submitted. TriMet shall submit final plans to the City Engineer either at the same time its contractor advertises for subcontract bids, or prior to the contractor advertising for subcontract bids. City required changes at the 100% stage may be incorporated by addendum into construction documents. TriMet shall maintain records of all comments received from City reviews, including TriMet response and action taken.
6. The detailed Final Plans and Specifications will include:
 - Baseline Project
 - Water, Sanitary and Storm Sewers relocation plans and specifications
 - Public Utility Relocations Plans (private utility plan and specifications will be completed by the private utilities themselves)
 - City Requested Betterments (if any). Plans, specifications and bid documents for any such extra work shall be structured so that actual bid prices, construction costs, extra billings, post construction claims, and any and all other cost items are clearly separated from the baseline Project costs.
 - TriMet Requested Betterments (if any).

E. **Construction Planning Documents.** TriMet shall be the lead agency and have primary responsibility for developing the construction planning documents listed below, and this will require a cooperative effort of both Parties; TriMet and the City agree to utilize their best efforts to this end.

1. Construction Phasing/Scheduling Plan
 - (a) Project Overall
 - (b) Sewer, Water, Utility Relocations windows

- (c) Improvements within City right-of-way unrelated to Project
- (d) Private property improvements unrelated to Project

2. Public Information/Property Owner Liaison Plan.
 3. Conduct of Construction Plans. A conduct of construction plan will be developed by TriMet in partnership with City, construction contractor and in consultation with affected stakeholders for each stand alone construction phase. The plan will be incorporated into the project contract documents. These are to be completed on a per work-task basis, as needed, prior to issuance of City Permit
- F. **Property Owner/TriMet/City Three-Party Agreements.** TriMet shall be the lead agency and have primary responsibility for developing three-party agreements between TriMet, the City and owners of private property, as necessary to design, construct and implement the Project. The Parties recognize that this will require a cooperative effort of both Parties; TriMet and the City agree to utilize their best efforts to this end.
- G. **Liability/Insurance Agreement.** TriMet shall be the lead agency and have primary responsibility for developing any liability and/or insurance agreements necessary to design, construct and implement the Project. The Parties recognize that this may require a cooperative effort of both Parties; TriMet and the City agree to utilize their best efforts to this end.
- H. **Preliminary List of Anticipated Project Approvals.** TriMet's Design and Construction Manager, or his/her designee, shall work with the City's Project Manager or his/her designee, to develop an agreed upon list of permits and approvals necessary for Project construction. The list may include but shall not be limited to:
- land use approvals;
 - conditional use approvals;
 - zoning adjustments;
 - sign encroachment variances or waivers;
 - design review permits;
 - building and/or construction permits;
 - provisions for parking during construction;
 - provisions for bus relocations during construction;
 - variances; and
 - occupancy permits.
- I. **Issuance of Permits.** TriMet will manage the process to obtain all necessary City permits for the Project, whether the permits are obtained by its consultants or construction contractors. Some permits from the City will be issued as an outcome of a land use, design review, building permit, or other process involving private property. Apart from the technical planning assistance provided by City staff and included within Exhibit C, these costs will be paid by TriMet through direct compensation to BDS for the permit process coordinator, permit fees and land use application fees, as direct expense. For PBOT permits, TriMet will compensate staff time; however, TriMet will not be charged for any permits issued by PBOT,

including but not limited to the Street Opening Permit(s) and the Right-of-Way Permit(s) (collectively, the “Construction Permits”).

- J. **Relocation of Utilities.** The City shall cause relocation of privately-owned utilities without cost to the City or Project and shall utilize all of its legal authority and power to cause relocation of utilities within the project area. However, if the City does not have the legal authority or power to cause such relocation, TriMet, without cost to the City, shall effect relocation of existing privately-owned utility facilities as necessary to conform utilities or facilities to the plans for the Project. The cost of relocating in-kind publicly owned utilities for purposes of the Project shall be at TriMet’s expense or shared between the Parties based on contributions by the City’s Bureau of Environmental Services (“BES”) and the Portland Water Bureau (“PWB”) as provided in this Agreement. The Parties understand that relocation in-kind does not include Betterment(s) of the existing facilities, which will be funded by the City.
- K. **Inspection of Relocated Utilities.** TriMet shall allow the City to inspect any relocation of utility conduits, lines, poles, mains, pipes, and other facilities (including stray current mitigation measures) in order to determine whether they have been relocated or installed in accordance with the contract documents and any City/TriMet Agreement for the Project.
- L. **Real Property Acquisition/Relocation Assistance.** TriMet shall be solely responsible for the acquisition of real property or interests therein for the Project, including temporary construction and permanent easements for all TriMet, private, and City facilities outside of City right-of-way, and including property that will eventually become City right-of-way. Property that will eventually become City right-of-way will be acquired in the name of TriMet and then transferred to the City using forms, terms and conditions that are subject to review and approval by the City of Portland Bureau of Transportation (“PBOT”) real property group. Property acquired for the Project and transferred to the City will be subject to certain federal rules, which shall be described in the transfer document. TriMet shall be responsible for providing any relocation assistance required for the Project, and such relocation assistance shall be pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act (the “Uniform Act”), and other applicable federal, state, and local laws.
- M. **Project Coordination.** TriMet’s Project Director, or its equivalent or designee, and the City Project Manager shall assemble key members of the construction management team, including assigned TriMet staff, consultants, and City staff, to implement procedures for coordination between the City and TriMet, with the intended goal of communication with the Project’s contractor(s) and all subcontractors with one common voice, wherever practicable. The parties recognize this Project calls for several construction contracts and that communication must be effectively coordinated between each.
- N. **Contractor Selection, Oversight, Payment.** TriMet will prepare procurement and contract documents, make the contractor selection, manage and enforce provisions of the Project’s contracts, and make payments to the contractor(s). TriMet shall secure in all such construction service contracts for the Project that the contractor shall (1) name the City as an

additional insured on the contractor's insurance on the same terms the contractor agrees to name TriMet as an additional insured; and (2) indemnify the City, its officers, employees and agents on the same terms the contractor agrees to indemnify TriMet. TriMet shall furnish the City with evidence of said insurance. The City Project Manager shall have the opportunity to review and comment on key Project procurement and contract documents prior to issuance by TriMet.

- O. Development of the Conceptual Design Report.** In close coordination with the City Project Manager, TriMet shall develop a Conceptual Design Report ("CDR") for City Council to document issues for resolution and the design progression during the PD phase of the Project. TriMet will provide the CDR to the City for review and comment per the schedule shown in Exhibit A.
- P. Community Relations.** TriMet shall perform all community relations functions and keep the City Project Manager apprised of all activities.
- Q. Issue Resolution.** It is understood by both Parties that a project of this size and complexity will raise issues requiring speedy resolution. In the event of any issues or disputes between the City and TriMet, it is understood by both Parties that the dispute shall be referred for resolution as follows:
- Refer the dispute to the City Project Manager and TriMet's Design and Construction Manager, who shall make a good faith effort to resolve it;
 - If unresolved, refer it to the PBOT Manager of Policy, Planning and Projects and to TriMet's Project Director;
 - If unresolved, refer it to the PBOT Director and TriMet's Executive Director of Engineering and Construction;
 - If unresolved, refer it to the City's Commissioner-in-Charge and TriMet's General Manager for resolution.
 - Any dispute that is not resolved in accordance with the above-referenced process shall be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the Parties to this agreement agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the Parties. In the event mediation is unsuccessful, the Parties are free to pursue any legal remedies that may be available.

In the event of the issues or disputes relating to facilities owned and maintained by City bureaus other than PBOT, the corresponding Bureau Manager, Bureau Director, and/or Commissioner-in-Charge will participate in resolving the issue (starting at the second level set forth above).

R. Changes to the Work.

1. Because of the complexity of the work involved in the Project and the restricted

amount of time available for the City's review of the plans and specifications, the City and TriMet recognize and acknowledge that there may be changes required to the plans and specifications during construction.

2. TriMet and the City agree to make timely responses as appropriate and required to keep the work progressing.
 3. Changes directed by the City. Subject to the terms of this Agreement and the LUFO, TriMet acknowledges that the City, as permitting authority, can order changes to the work being performed in the public right-of-way in accordance with City Code and within the general scope and limits of the Project's street, structural, sewer, and water construction contracts. In the event that TriMet disagrees with the City's change directive, the issue will be resolved through the Issue Resolution process described above.
 4. Changes proposed by TriMet. All changes proposed by TriMet, or others, which would impact work authorized by the Construction Permit or this Agreement will be submitted to the City Project Manager for review and approval. The City Project Manager will coordinate any necessary reviews by City Bureaus, citizen groups, or other interested parties, as appropriate, and within seven days or sooner as required to meet contract milestones, the City Project Manager will return a decision to TriMet.
 5. TriMet will handle any claims by the contractor for change orders and will not look to the City for reimbursement or compensation for any such changes except when those changes are agreed to be Betterments or result from City action or inaction inconsistent with the LUFO. Should changes result in added work by the City, the City Project Manager shall submit an estimate of added costs to TriMet. TriMet shall review the estimate and negotiate a modification to this Agreement for added work.
- S. **Services to be Provided by TriMet.** In coordination with the City as set forth in this Agreement, TriMet shall provide all services required to design and construct the Project in accordance with FTA requirements.

In addition, TriMet shall provide the following support services:

- Review and approve monthly progress payments.
- Coordinate with City's Project Manager regarding work activities as they impact adjacent properties and businesses.
- Assist City in its obligation to comply with all federal provisions prescribed for third party contracts by TriMet's Full Funding Grant Agreement with FTA for the Project ("FFGA") at such time as that agreement is executed.
- Review shop drawings and other contractor submittals; certify substantial and final completion of work; provide inspection; accept work for maintenance; review change

orders; and construct Betterments.

- T. **Offices and Furnishings.** The City staff and TriMet staff shall be co-located in a field office adjacent to the Project to facilitate close cooperation and responsiveness. TriMet shall provide field office space, office furnishings, parking spaces for City staff vehicles (but not personal vehicles used in commuting), support supplies and equipment for the key City staff assigned to administer the permits and inspect the work related to Project construction.
- U. **TriMet Staff.** TriMet shall assign staff necessary to design and construct the Project as set forth in the organizational chart attached as Exhibit B.
- V. **Record Drawings.** TriMet shall produce record drawings and distribute copies thereof to the City Bureaus within 120 days after completion of the Project.

ARTICLE III – CITY OBLIGATIONS

- A. **Project Design Standard.** The City and TriMet agree that the starting point for the PD phase of the Project is the Conceptual Design adopted as the LPA. The completed PD documents, together with TriMet response to City comments and other work products developed between the date of this Agreement and the start of Engineering, are anticipated to be the design standard for the Project. The basis of the Engineering Phase is the 30% plans and the CDR.
- B. **Maintaining Project Schedule.** The City agrees to use its best efforts to assist TriMet in maintaining the Project schedule. To this end, City staff shall assist TriMet with all permit/approval processes including, but not limited to, scheduling all hearings and briefings before City Council, commissions or other City entities.
- C. **Relocations in Right-of-Way.**
 1. The City shall allow TriMet participation in review of utility relocation plans submitted by public and private utilities for the alignment area.
 2. The City shall allow TriMet engineers or inspectors or consulting engineers to inspect any relocation of utility conduits, lines, poles, mains, pipes, and other facilities in order to determine whether they have been relocated in accordance with the plans of the Project.
 3. At TriMet's expense unless otherwise apportioned in this Agreement, the City shall relocate, cause to be relocated, or assist in the relocation of all City-owned conduits, lines, poles, mains, pipes, and other facilities, whether located within the public right-of-way or not, as required by the Project. The Project plans and specifications shall include all relocations necessary to conform facilities to the Project. The City shall conduct this relocation work in accordance with the Construction Phasing/Scheduling Plan for the Project and all applicable FTA requirements.
 4. The City shall cause the owners of privately-owned utility conduits, lines, poles, mains, pipes, and other facilities in or on City rights-of-way and/or property to relocate

their facilities at the expense of said privately-owned utility as necessary to conform to the Project, to the extent the City has the power to do so. The City shall exercise best efforts to cause this relocation work to be accomplished in accordance with the Project schedule.

5. The City shall use its police powers to effectuate all private access changes or driveway closures to City right of way that are caused by the Project.

6. Jurisdictional Transfer of Barbur Boulevard. The City and ODOT have heretofore entered into an agreement pursuant to which ODOT has agreed to transfer to the City, upon the FTA's issuance of the FFGA, certain segments of the Barbur Boulevard right-of-way. In order to facilitate the on-time and within-budget implementation of the Project, the City shall utilize all of the legal authority and power provided by the transfer to cause relocation of utilities within the area affected by the jurisdictional transfer, and shall use its best efforts to assist both TriMet and ODOT in meeting all project requirements including but not limited to design, permitting, right-of-way acquisition and relocations services, traffic signal changes, and stormwater requirements.

D. City Staffing; Staffing Plan. City shall make available the persons and resources identified in the staffing plan attached as Exhibit C, as amended from time to time.

E. Permits and Approvals.

1. The City Project Manager or designee shall assist TriMet in developing a list of the permits or approvals necessary to complete the Project construction and installation, and provide other technical planning assistance as shown in Exhibit C.
2. Some permits from the City will be issued as an outcome of a land use, design review, building permit, or other process involving private property. Subject to the Act and the LUFO, nothing in this Agreement waives any Portland City Policy or prohibits the City from maintaining or enforcing its current policies or agreements. The City is specifically not obligating itself or any other agency with respect to any discretionary or regulatory action, including but not limited to zoning, variance, dedications, vacations, regulatory plan reviews, issuance of permits, code compliance or any other governmental approvals or regulatory actions which may be required or authorized.
3. PBOT and BDS will coordinate to determine which City Bureaus will be responsible for issuance of the various permits needed for the Project, recognizing that PBOT will be responsible for issuance of the right-of-way Construction Permits and that it is the intent of the Parties to minimize the number of permits required of BDS. For BDS permits, TriMet will compensate BDS for the permit process coordinator, permit fees and land use application fees, as direct expense. For PBOT permits, TriMet will compensate staff time but will not be charged for any permits issued by PBOT, including but not limited to the Construction Permits.

3. Within the framework established by the Act, the City shall approve the Project's Final Engineering Design and issue permits involving:

- (a) City Bureaus with City Charter or City Code Responsibility
- (b) Sewer, Water, Utility Relocations
- (c) Project impact on improvements within City right-of-way unrelated to Project
- (d) Project impact on private property improvements unrelated to Project
- (e) City Council

- F. Issuance of Construction Permits.** For work in the City right-of-way, following the City Engineer's approval of the final plans for the Project and prior to construction, the City Engineer shall issue all Construction Permits necessary for the Project.
- G. Status of Contractor.** The City shall perform this Agreement as an independent contractor and its staff, even though they may be assigned to the Project, will not be deemed employees of TriMet.
- H. Betterments/Cost Sharing.** The City agrees that it shall pay costs for any Betterments that are incorporated into the Project at the request of the City. The Parties shall, through modification of this Agreement, negotiate the work scope and cost of such Betterments prior to TriMet proceeding with the design and construction of such Betterments. As used in this Agreement, "Betterment" means replacement of existing infrastructure with new where the infrastructure is beyond its useful life; or replacement with a kind, size or type of infrastructure facility that differs from that existing as of the commencement of this Agreement. If the facility is near the end of its useful life, "Betterment" includes that portion of the cost associated with replacing new that is equivalent to the portion of the expended useful life when compared to the entire useful life. Other City projects constructed within or near the Project's contract limits prior to Substantial Completion of the Project shall constitute a "Betterment," if constructed by TriMet.

Coordination with Other City Projects. The Parties recognize that during the course of the Project, the City may expect or intend to undertake other projects within or near this Project's contract limits. One is the Naito Main Street/Ross Island Bridgehead Project. Upon mutual agreement, the Parties will coordinate such projects to maximize efficiencies and minimize the expenditure of public funds.

- I. Construction Management.** As part of the scope of work under this Agreement, the City and TriMet will be providing construction management services. Prior to the start of construction, the Parties negotiate in good faith any necessary modifications to provide specificity to this Agreement.
- J. Amendments to City Code Provisions.** The City shall amend City Code provisions as necessary to accommodate construction and operation of the Project within the use and control of City right-of-way.
- K. City Cooperation and Best Efforts.** Recognizing the need for a cooperative effort of both

Parties, the City will utilize best efforts to cooperate with TriMet in its development of the Construction Planning Documents and Agreements referenced in Article II, paragraphs F, G, and H, above.

ARTICLE IV – CITY SERVICES AND STAFFING

A. **City Staffing Plan.** TriMet's Design & Construction Manager for the Project, under the direction of TriMet's Project Director or its equivalent or designee, and the City's Project Manager, shall create a staffing plan for the Project Development, Engineering, and Construction phases of the Project. Staffing for key City positions shall be jointly agreed to by the City's Director of the Bureau of Transportation and TriMet's Executive Director of Engineering and Construction. These key positions are:

- City Project Manager
- Field Engineers, including traffic Chief Inspector and Staff Inspector
- Structural Engineer

City shall make available during the Project Development, Engineering, and Construction phases the persons identified in Exhibit C, attached hereto. The Parties recognize that these persons and attendant services will be adjusted and allocated as necessary and reasonable to fulfill the purpose of this Agreement. The Parties agree that this Staffing Plan will be modified to meet Project needs during final design and construction.

B. **Partnering for Successful Project Completion.** The City's services are intended to ensure that the Parties work cooperatively to successfully complete construction of the Project in a way that provides the best possible transportation project for the region. This includes working to ensure that (1) City's facilities and operations within the public right-of-way are adequately provided for; (2) that the City's facilities and operation outside the public right-of-way are not adversely affected; (3) that vehicular, bicycle and pedestrian traffic is adequately provided for; and (4) that public health, safety, and welfare, including without limitation aesthetic, environmental, and commercial values, are not adversely affected.

C. **City Services General.** Each City bureau or agency with Code authority or other responsibility over the Project shall provide to TriMet the following services:

1. Supply copies of all available file data on all existing facilities as requested by TriMet for the Project. The City has found the completeness and accuracy of this file information to be inadequate when used as the sole basis for design and construction purposes and recommends verification before incorporation into any final design. Any reliance on the data by TriMet shall be at its own risk.
2. Review, require revisions to, and approve the Project plans as provided for in this Agreement.
3. Cooperate fully with the City's Project Manager, TriMet's Project Manager, and City and TriMet designated representatives as reasonably necessary to assist in the timely

and proper completion of the Project.

- D. **Portland Bureau of Transportation ("PBOT")**. Under the coordination of the City's Project Manager, PBOT shall provide services as described in Exhibit D.
- E. **Bureau of Environmental Services ("BES")**. Under coordination with the City's Project Manager, BES shall provide services as described in Exhibit E.
- F. **Portland Water Bureau ("PWB")**. Under the coordination of the City's Project Manager, PWB shall provide services as described in Exhibit F.
- G. **Bureau of Development Services ("BDS")**. Under the coordination of the City's Project Manager, BDS shall provide services as described in Exhibit G.
- H. **Bureau of Parks and Recreation ("Parks")**. Under the coordination of the City's Project Manager, Parks' planning and capital projects development, and forestry section shall provide services as described in Exhibit H.
- I. **Bureau of Planning and Sustainability ("BPS")**. Under the coordination of the City's Project Manager, Bureau of Planning and Sustainability shall provide services as described in Exhibit I.
- J. **Portland Fire and Rescue ("PFR")**. Under the coordination of the City's Project Manager, Portland Fire and Rescue shall provide services as described in Exhibit J.
- K. **Portland Housing Bureau ("PHB")**. Under the coordination of the City's Project Manager, Portland Housing Bureau shall provide services as described in Exhibit K.
- L. **Prosper Portland ("Prosper")**. Under the coordination of the City's Project Manager, Prosper Portland shall provide services as described in Exhibit L.
- M. **Additional Support Services.**
1. Review, along with other members of the construction management team (as identified in Article II, paragraph N), the shop drawings and other contractor submittals.
 2. Certify final completion and acceptance of work pursuant to City permit(s).
 3. Review and approve the portions of monthly progress payments related to work that is to be reimbursed by the City.
 4. Review and approve changes to the work covered under the Construction Permit in accordance with this Agreement.

5. Coordinate with TriMet regarding work activities as they impact adjacent properties and businesses.
6. Provide inspection, along with others from the construction management team, of the work, as provided below.
7. Accept the completed work from TriMet's contractors for maintenance consistent with maintenance agreement(s) to be approved by TriMet and the City, and warranty provisions of the Construction Permit.
8. Pay for Betterments or other improvements that the City desires incorporated into the Project.
9. Provide TriMet a monthly financial cost report identifying the City costs incurred under this Agreement during the quarter and for which the City expects payment under this Agreement. The report shall also reflect any payments made to the City under this Agreement.

N. City Staff. City shall assign the following personnel to the Project:

- The City Project Manager
- City Project Engineer(s)
- Traffic Engineer(s)
- Structural Engineer(s)
- Bureau Project Coordinators for PWB, BES, BDS, BPS, Parks, PHB, PP and PFR
- City Project Inspector
- City Staff Inspector(s)
- Specialty Inspector(s) (e.g., street lighting, signals, water, sewer)

O. Inspection.

1. The City will provide input and approve of the selection of the Chief Inspector for each contract segment within the City limits. The Parties intend to conduct a joint inspection program. If so conducted, the Parties shall develop procedure relating to completion of daily inspection logs or reports, distribution of such reports, and the recommendation of action based on such logs or reports. Either Party may assign specialty inspectors to the Project. Specialty inspectors shall coordinate their inspections through the Chief Inspector, but will continue to report to their respective agency.

- P. Others.** Other City agencies and City bureaus with Code authority or other responsibilities over the Project shall provide the required services necessary to carry out the responsibilities as identified by the City Code. Compensation shall be under the City Code on a fee basis or as set forth in this Agreement.

ARTICLE V – COMPENSATION FOR CITY SERVICES

- A. **Compensation.** The City's compensation for services provided under this Agreement shall be for the PD phase. Engineering, Construction, and close out phases will require amendments to this agreement.
1. The City's compensation for services provided during the PD Phase must not exceed One million, seven hundred ninety five thousand, three hundred thirty eight dollars (\$1,795,338), unless the Parties execute a modification signed by authorized representatives. Such services shall be provided on a reimbursable cost basis. The Parties agree that line item budgets may be reallocated within this Agreement when approved by the City and TriMet Project Managers, so long as the overall approved budget amount of this Agreement is not exceeded. However line item adjustments that would change budget authority between bureaus will require signatures of approval by bureau directors.
 2. City will invoice TriMet for project related services monthly and will include services provided by Bureaus starting with February 13, 2019.
 3. The Parties will amend this Agreement to specify the City's compensation for services to be provided during the Engineering, Construction, and close out phases. Such services shall be provided on a reimbursable cost basis.
 4. TriMet agrees to not withhold the timely approval of additional resources without cause, subject to available project funding and budget limitations.

B. **Method of Payment and Overhead Costs.** Subject to the limitations stated in this Agreement, TriMet agrees to pay the City's actual costs for the performance of the services required herein. The actual cost shall include direct salary costs, fringe benefits, direct non-salary costs, and general overhead. The City has provided a cost estimate for its PD phase services under this Agreement, including a projection of overhead rates (rounded up for purposes of this Agreement only) for the following bureaus as follows:

- PBOT: Eighty-one percent (81%).
- BES: Ninety-four percent (94%)
- Parks: One hundred six percent(106%)
- PWB: One hundred ten percent (110%)
- BPS: Forty-three percent (43%)
- BDS: Fifty-Three percent (53%)
- PFR: Multiple overhead rates – see Exhibit C
- PHB: Ninety percent (90%)
- Prosper: Thirty-one percent (31%)

TriMet recognizes that the City's overhead rates may change during the course of the Project. The general overhead is determined as follows:

1. Direct salary costs and fringe benefits. The cost of salaries, wages, and fringe benefits are determined as follows:

- a. Actual time computed at the applicable hourly payroll rate and fringe benefits earned with actual time. The City's salary rates for any time period shall be as set out in the official City Compensation Plan, or as amended by the City Council for the particular period.
 - b. Charges in addition to (a) above for vacation, sick leave, holiday, jury duty, and bereavement leave are authorized but shall be charged to the Project only in proportion to the time devoted to the Project.
2. Direct non-salary. Those reasonable costs directly incurred in fulfilling the terms of this Agreement, including, but not limited to reproduction, telephone long distance, equipment rentals, and purchase of outside services requested by TriMet.
 3. General overhead. PBOT, and the Bureaus of Parks, Water, and Environmental Services, and other bureaus as deemed necessary, shall charge for general overhead as provided by Chapter 5.48 of the City Code.

Any overhead rates charged to TriMet by the City must meet all federal requirements for federally-funded projects.

- C. **Payment for Permits.** During the design and construction of the Project, some permits from the City will be issued as an outcome of a land use, design review, building permit, or other process involving private property. Apart from the technical planning assistance provided by City staff and included within Exhibit C, these costs will be paid by TriMet through direct compensation to BDS for the permit process coordinator, permit fees and land use application fees, as direct expense. For PBOT permits, TriMet will compensate staff time; however, TriMet will not be charged for any permits issued by PBOT, including but not limited to the Construction Permits.
- D. **Invoices.** The City, through the Office of Management and Finance, shall to the extent possible given limitations in its financial accounting system, submit to TriMet monthly billings for reimbursable costs incurred since the previous billings. TriMet shall pay the City the balance due within thirty (30) days of receipt of such billings. Financial reports accompanying requests for reimbursement shall be in accordance with FTA requirements. TriMet shall review records for suitability and provide assistance as necessary to assure compliance with FTA requirements.
1. Invoices must be supported by current time sheets or other supporting documentation for each month. The Project Managers shall review the invoices and billings against the Project budget to provide real time cost tracking and budget management.
 2. The City Project Manager shall oversee the work of the various City Bureaus or Departments to the end that their work is completed within the staffing budget for that work.
 3. Overtime premium pay (pay in excess of straight time) shall not be invoiced to

TriMet unless TriMet's Project Manager has specifically authorized overtime in advance of the work, or in the event of an emergency.

4. The fringe rate applied to overtime hours must be an adjusted rate such that items are not included in both the regular hour fringe rate and the overtime fringe rate, unless such allocation is approved by TriMet.
- E. **Additional Services.** TriMet will not pay any claim for additional services not specifically provided for herein, unless agreed to mutually by written modification of this Agreement.

ARTICLE VI - PROJECT POLICY AND MANAGEMENT

- A. **Steering Committee.** The Steering Committee shall be retained through the PD phase of the Project, as described in the Full Funding Grant Agreement ("FFGA").
- B. **Project Management Group (PMG).** A PMG, consisting of representatives from TriMet, City of Portland, City of Tigard, City of Tualatin, Washington County, ODOT, and Metro, shall meet regularly and be responsible for the overall administration and direction of the Project and this Agreement. It will be responsible for the resolution of issues related to the design of the Project within the City and will recommend and forward any unresolved issues, or issues of regional significance, to the Steering Committee for resolution.
- C. **Project Team Leaders (PTL).** TriMet and the City shall appoint one or more Project Team Leaders (PTL) who shall be responsible for the coordination of the Project and will seek to resolve technical details, process disputed issues and policy questions to the degree possible. Unresolved issues will be forwarded to the PMG.
- D. **Management.** TriMet designates Kelly Betteridge as its Project Manager and the City designates Teresa Boyle as its Project Manager (collectively, "Managers"). The Managers shall report to the PTL and shall be responsible for coordinating all aspects of their respective work scopes for the Project and all the respective employees, consultants and contractors assigned to the Project. The Managers shall ensure that the Project and tasks related thereto are completed expeditiously and economically, shall be the contact persons through whom TriMet and the City officially communicate, and shall have the authority to make decisions and resolve disputes relating to the Project. In the event that a disagreement or dispute occurs between the Managers, it shall be resolved in accordance with Article II, paragraph R, Issue Resolution. All routine correspondence and communication regarding this Agreement shall be between the Project Managers.
- E. **Decision-Making.** Whenever either Party's decision, determination, approval or consent (each a "decision") is required on the subject matter in this Agreement, the Party will promptly exercise judgment and grant or deny the matter for which a decision was requested in a reasonable time and reasonable manner. Any consent or approval granted by a Party shall not constitute a waiver of the requirement for consent or approval in subsequent cases. No change in the rights of the Parties or the term of this Agreement shall be required as a condition to granting of approval or consent. Any approval required under this Agreement

shall not be unreasonably withheld, delayed, or conditioned.

ARTICLE VII – GENERAL PROVISIONS

- A. **Continuing Control.** TriMet cannot construct or implement the Project without the use of City right-of-way or property. The City will allow TriMet to use City right-of-way and property for the Project without being compensated for such use. To satisfy the continuing control requirements of the FTA as set forth in 49 U.S.C. § 5307(c)(1)(B), the Parties agree that upon completion of construction, ownership and maintenance of most right of way and roadway improvement required for the Project, including travel lanes, sidewalks, traffic and pedestrian signals, and stormwater improvements, will be transferred to the City. TriMet will own and maintain light rail infrastructure, including tracks, stations, shelters, benches, fare collection equipment, and signage. The City will allow the Project as a permitted use within City right of way for the life of the Project, and TriMet will operate and maintain the Project in accordance with applicable federal law.
- B. **Additional Agreements.** Both Parties agree to in good faith enter into additional agreements as needed for the Project, including:
- Grant/Funding Agreement; and
 - Maintenance Agreement - Within 180 days of -completion of the Project, the Parties will enter into a Maintenance Agreement that will detail each Party's obligations with respect to maintenance of the facilities constructed or improved by the Project.
- C. **Liability.** Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, City agrees to indemnify, hold harmless and defend TriMet, its officers, employees and agents from and against all claims, suits, actions, or whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the acts of City, its officers, employees or agents under this Agreement. Subject to the limitation of the Oregon Tort Claims Act and the Oregon Constitution, TriMet agrees to indemnify, hold harmless and defend City, its officers, employees and agents from and against all claims, suits, actions, of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the acts of TriMet, its officers, employees or agents under this Agreement. The City and TriMet indemnification obligations under this paragraph shall survive termination of this Agreement.
- D. **Interest of Members of Congress.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
- E. **Interest of Public Officials.** No member, officer, or employee of the City or TriMet during his or her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

- F. **Disadvantaged Business Enterprise.** Both parties agree to use best efforts to maximize the utilization of disadvantaged business enterprises and will use their best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.
- G. **Equal Employment Opportunity.** In connection with the execution of this Agreement, neither the City nor TriMet shall discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or natural origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; raise or pay or other forms of compensation; and selection for training, including apprenticeship.
- H. **Termination for Convenience.** The City or TriMet may terminate this Agreement in whole or in part at any time by written notice to the other Party. In the event of such termination, TriMet shall pay the City's costs, including any costs necessarily incurred by the City in terminating its work or the work of others under contract to City. The City promptly shall submit its termination claim to be paid by TriMet. If either party has any property in its possession belonging to the other Party (Owner), the party having possession will account for it and dispose of it in the manner as the Owner directs.
- I. **Termination for Default.** If the City fails to perform in the manner called for in the Agreement, or if the City fails to comply with any other provisions of the Agreement, TriMet may terminate this Agreement for default. Termination for default shall be effected by serving a notice of termination on the City setting forth the manner in which the City is in default. The City will be paid only the Agreement price for authorized services performed prior to termination in accordance with the manner of performance set forth in this Agreement.
- If it is later determined by TriMet that the City has an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of, or are beyond the control of the City, TriMet shall establish a new performance schedule, and allow the City to continue work, or treat the termination as a termination for convenience.
- In the event TriMet fails to pay the City for its services provided under this Agreement or otherwise fails to comply with its obligations under this Agreement, such failure shall be deemed a material breach for which the City may seek any remedy available to it under the law, including but not limited to, termination of contract or suspension of its services.
- J. **Notice.** Formal notices required or permitted under this Agreement shall be deemed sufficiently given by one Party when received by the other Party after being sent postage prepaid by United States Postal Service certified or registered mail or by overnight courier addressed as follows:

| | |
|---------------|--|
| If to TriMet: | Kelly Betteridge, Project Manager TriMet 1800 SW First Avenue, Suite 300 |
|---------------|--|

Portland, OR 97201

with a copy to: Lance Erz, Sr. Deputy General Counsel
TriMet
1800 SW First Avenue, Suite 300
Portland, OR 97201

If to City: Teresa Boyle, Project Manager
City of Portland
1120 SW Fifth Ave, Suite 1331
Portland, OR 97204

Either Party may change its address by notice given to the other.

- K. **Maintenance of Records.** The City shall maintain records to show actual time involved in accomplishment of the Project and the cost incurred for the period of time specified. The City shall cooperate in good faith with TriMet and the FTA to provide records in a form satisfactory to FTA. TriMet shall take the lead and provide assistance to the City as necessary for compliance with FTA requirements.
- L. **Audit and Inspection of Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- M. **Documents.** All records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models that are prepared or developed in connection with this Project shall become public property. All design drawings and documents prepared by the City under this Agreement shall be property of TriMet.
- N. **Successors; No Assignment.** The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties. The rights and obligations of each Party under this Agreement may not be assigned in whole or in part without the prior written consent of the other Party.
- O. **Choice of Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Jurisdiction and venue for any litigation between the City and TriMet arising under this Agreement or out of work performed pursuant to this Agreement shall be in the Multnomah County Circuit Court or the United States District Court for the District of Oregon, located in Portland, Oregon.
- P. **Waivers.** No waiver by either party of any provision of this Agreement shall be of any force or effect unless in writing. Except as otherwise provided herein, no waiver made by a Party

with respect to the performance, or manner or time thereof, or obligation of the other Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver or a waiver by the other Party not joining in such waiver, and no such waiver shall be construed to be a continuing waiver.

- Q. **No Third-Party Beneficiaries.** The Parties intend that the rights, obligations, and covenants in this Agreement shall be exclusively enforceable by the Parties. There are no third-party beneficiaries to this Agreement, either express or implied.
- R. **Severability/Survivability.** If any clause, sentence, or portion of the terms and conditions of this Agreement becomes illegal, null, or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law. All provisions concerning indemnity and continuing control survive the termination of this Agreement for any cause.
- S. **Interpretation of Agreement.** Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. This Agreement shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision.
- T. **Integration, Modification, and Administrative Changes.** This Agreement includes the entire agreement between the Parties on the subject matter contained in this Agreement and supersedes any and all prior or contemporaneous written or oral understandings, representations, or communications of every kind. No course of dealing between the Parties and no usage of trade will be relevant to supplement any term used in this Agreement. This Agreement may only be modified in writing by a modification that has been signed by individuals authorized to bind each of the Parties contractually. The Parties shall not make changes to this Agreement through the issuance of permits, approvals, or other administrative requirements or processes.
- U. **Compliance with Law.** The parties recognize that funds provided by the FTA will be used to pay for a portion of the Project. Each Party agrees to comply with all local, state, and federal laws and regulations and fully understands and agrees to comply with all applicable requirements governing the work of FTA and contractors.
- V. **Federal Funding Limitation.** To the extent applicable to each of the Parties, this Agreement is subject to all federal provisions prescribed for third-party contracts by the federal grant agreement including but not limited to FTA's Buy America requirements (49 USC §5323(j)(i)).
- W. **Public Contracting Requirements.** To the extent applicable, the provisions of ORS Chapter 279 are incorporated by this reference as though fully set forth.
- X. **No Partnership; No Participation.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or

contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship. No Party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other Party.

Y. **Amendments to this Agreement.** This Agreement embodies the full agreement between the Parties with regard to the subject matters set forth herein, unless amended by the Parties in writing. City Bureau directors may authorize modifications to this Agreement, without specific Council approval, that affect the total financial commitment of that Bureau under its Agreement, for amounts up to twenty-five percent (25%) of the original amount. Charges in excess of 25% shall require a specific Council ordinance amending this Agreement.

Z. **Authority.** Each party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for each Party represents that he or she is authorized by that Party to execute and deliver this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

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

CITY OF PORTLAND

By: _____
Steve Witter
Executive Director

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

APPROVED AS FORM

APPROVED AS FORM

By _____
Lance Erz, Sr. Deputy General Counsel

By _____
Portland City Attorney

Date _____

Date _____

EXHIBIT A

PROJECT MILESTONES AND SCHEDULE

EXHIBIT B

-PROJECT ORGANIZATIONAL CHART

EXHIBIT C
CITY STAFFING PLAN

EXHIBIT D**CITY SERVICES****Portland Bureau of Transportation ("PBOT")**

1. Under the coordination of the City's Project Manager, the Bureau of Transportation Major Projects and Partnerships group shall provide services as described below:
 - (a) Act as the lead City agency in carrying out the City's obligations and exercising the City's rights under this Agreement.
 - (b) Provide, as necessary, services of the City's Project Director, Project Manager, and other positions as identified in the Agreement.
 - (c) Assist in and coordinate all plan reviews, including structures and walls.
 - (d) Assist in resolution of all design and construction issues.
 - (e) Coordinate and track compliance with all City permits.
 - (f) Provide assistance in City budget development, monitoring, tracking, and billing for all City bureaus and other entities. Prepare budget status reports as required.
 - (g) Provide necessary staffing and support services for the right-of-way acquisition of parcels to be owned or controlled by the City upon completion of construction.

2. Traffic Design Section. Under the coordination of the City's Project Manager, the Bureau of Transportation Engineering and Development's Traffic Design Section shall provide services as described below:
 - (a) Review, require revisions to, and approve analyses for traffic control performed as part of the FEIS, PD, Engineering, and Construction efforts.
 - (b) Provide assistance as needed for efforts related to quiet zones and truck studies performed by TriMet.
 - (c) Review, require revisions to, and approve plans for all pavement markings and traffic signs affecting vehicular, bicycle and pedestrian traffic within City right-of-way developed as part of the PD design, Engineering, and Construction phases. Notify the City's Project Manager of all required revisions, for forwarding to TriMet.
 - (d) Assist in resolution of all traffic related design and anticipated construction issues.
 - (e) Participate in the development of construction phasing plans for incorporation into construction documents.

3. Signal and Streetlighting Group. Under the coordination of the City's Project Manager, the Bureau of Transportation System Management shall provide services as described below:
 - (a) Assign a single Project Coordinator/point of contact for all work performed under this Agreement, and coordinate all work, budget and information covered under this Agreement with the City's Project Manager.
 - (b) Review and comment on plans for all traffic signaling devices affecting vehicular, bicycle and pedestrian traffic within City right-of-way. Notify the City's Project Manager of all required revisions, for forwarding to TriMet. Provide inspection services during construction.
 - (c) Review, require revisions to, and approve plans for all City street lighting facilities, as needed. Notify the City's Project Manager of all required revisions, for forwarding to TriMet. Provide inspection services during construction.
 - (d) Participate in the development of construction phasing plans for incorporation into construction documents.
 - (e) Develop signal timing plans as needed for construction and for final operation.

4. Transportation Planning Division. Under the coordination of the City's Project Manager, the Transportation Planning Division shall provide services as described below:
 - (a) Assign a single Project Coordinator/point of contact for all work performed under this Agreement, and coordinate all work, budget and information covered under this Agreement with the City's Project Manager.
 - (b) Coordinate among the various City Bureaus the review and comment on the preparation of the FEIS and forward comments to TriMet and Metro.

EXHIBIT E**CITY SERVICES****Bureau of Environmental Services ("BES")**

Under coordination with the City's Project Manager, BES shall provide services as described below:

1. Assign a single Project Coordinator/point of contact for all new sewer and sewer relocation work performed under this Agreement, and coordinate all said work, budget, billing/invoicing, and information under this Agreement with the City's Project Manager.
2. Assign a single Project Coordinator as the point of contact for all work related to implementation of the City's "Stormwater Management" Manual.
3. Review and provide comments on plans for all sanitary, combined sewerage and stormwater management facilities. Notify the City's Project Manager of all required revisions, for forwarding to TriMet.
4. Provide sewer system modeling support in Final Engineering design.
5. Provide construction management and inspection services for all storm, sanitary, combined sewer and stormwater management facilities.
6. Provide construction phase material testing and vector control as necessary for all storm, sanitary, and combined sewer work.
7. Provide planting plans, plant installation and establishment services for all BES-owned and maintained stormwater management facilities.

EXHIBIT F**CITY SERVICES**
Portland Water Bureau ("PWB")

Under the coordination of the City's Project Manager, PWB shall provide services as described below:

1. Assign a single Project Coordinator/point of contact for all work performed under this Agreement, and coordinate all work, budget, billing/invoicing, and information under this Agreement with the City's Project Manager.
2. Assist TriMet in the design of the water system relocations, improvements, and any Betterments included in the project.
3. Review and provide comments on Project plans for all water facilities. Notify the City's Project Manager of all required revisions, for forwarding to TriMet.
4. Provide engineering assistance and work with TriMet to manage the consultant(s) performing the final design of water system relocation, improvements, and Betterments included in the Project.
5. Provide construction management of water relocations, improvements, and Betterments included in the Project.
6. Provide inspection services and engineering support services related to the water relocations, improvements, and Betterments during construction.
7. Make all permanent and temporary connections to the public live water system, including but not limited to water mains, hydrants, valves, services, meter boxes, vaults, etc. During street grading and paving, adjustments on live valves, vault lids, and other appurtenances not involving the public live water system will be performed by TriMet's contractor.
8. Use its best efforts to accomplish all work in accordance with the Project Schedule.

EXHIBIT G**CITY SERVICES****Bureau of Development Services (“BDS”)**

Under the coordination of the City's Project Manager, BDS shall provide services as described below:

1. Assign a Project Coordinator/point of contact for all work performed under this Agreement, and coordinate all work, budget, billing/invoicing, and information under this Agreement with the City's Project Manager.
2. Assist in the identification of all Project elements located within City limits and outside of City right-of-way requiring a land use approval or building permit.
3. Assign a process manager for the land use approvals and permits. This person is to assist and work with PBOT and TriMet to provide process management advice on design, environmental, and historic reviews and other land use actions as required, and streamline the processes for necessary land use approvals and/or building permits. Review shall be conducted according to the requirements of the Oregon State Specialty Codes, NFPA standards and requirements in effect at time of applications, the LUFO, and pertinent portions of Portland City Code Titles 24, 25, 26, 27, 32, and 33. Review times shall conform to the requirements in the City Code. BDS shall exercise best efforts to review Project plans and specifications in a timely manner consistent with the Project schedule.
4. Provide briefings to the Landmarks and Design Commissions as necessary to streamline the processes for necessary land use approvals and/or building permits.
5. Review and issues permits as needed for construction of the Project such as building, site development, zoning, mechanical, plumbing, and electrical work.
6. Perform building permit inspection and zoning code enforcement as needed.
7. Assist with assignment of addresses for pay phones, buildings, and stations.

EXHIBIT H**CITY SERVICES****Bureau of Parks and Recreation ("Parks")**

Under the coordination of the City's Project Manager, Parks' planning and capital projects development, and forestry section shall provide services as described below:

1. Assign a single Project Coordinator/point of contact for all work performed under this Agreement, and coordinate all work, budget, billing/invoicing, and information under this Agreement with the City's Project Manager.
2. Review plans for street trees and monitor existing street tree removals and new street tree installations.
3. Review plans for landscaping installation in City right-of-way.
4. Review and comment on plan documents for improvements affecting Parks' properties along the approved alignment.
5. Review plan documents for consistency and coordination with planned and existing trail locations and connections.
7. Review and comment on design process, identification and evaluation of impacts and proposed mitigations, and plan documents for Marquam Hill Connector process
8. Assist TriMet in conducting 4(f) and 6(f) NEPA review.
9. Coordinate with BDS Planning and Zoning on any required permits or land use reviews.

EXHIBIT I**CITY SERVICES****Bureau of Planning and Sustainability ("BPS")**

Under the coordination of the City's Project Manager, Bureau of Planning and Sustainability shall provide services as described below:

1. Assign a single Project Coordinator/point of contact for all work performed under this Agreement, and coordinate all work, budget, billing/invoicing, and information under this Agreement with the City's Project Manager.
2. Assist in the development of transit-oriented development concepts, station area planning, and conceptual station designs.
3. Assist in the development and review of the Conceptual Design Report (CDR).
4. Review plan documents for consistency and coordination with the planning for the Central Portland Plan and Portland Plan, including potential changes to zoning codes, urban design plans, and district plans.
5. Technical planning assistance on design and permitting issues associated with:
 - Station design
 - Bicycle and pedestrian access
 - Public art and PACC
 - Greenway connections
 - City of Portland review process
 - Redesign of Barbur Transit Center
 - Southwest Inclusive Communities Planning process

EXHIBIT J**CITY SERVICES****Portland Fire and Rescue ("PFR")**

Under the coordination of the City's Project Manager, Portland Fire and Rescue shall provide services as described below:

1. Assign a single Project Coordinator/point of contact for all work performed under this Agreement, and coordinate all work, budget, billing/invoicing, and information under this Agreement with the City's Project Manager.
2. Assist in the development and review of corridor designs that provide for emergency vehicle access
3. Review plan documents for consistency and coordination with the provision and delivery of emergency services in the project area.

EXHIBIT K**CITY SERVICES****Portland Housing Bureau ("PHB")**

Under the coordination of the City's Project Manager, Portland Housing Bureau shall provide services as described below:

1. Assign a single Project Coordinator/point of contact for all work performed under this Agreement, and coordinate all work, budget, billing/invoicing, and information under this Agreement with the City's Project Manager.
2. Assist in the development and review of corridor designs that help achieve corridor affordable housing objectives. Analyze corridor parcels for developability and priority to meet PHB's goals. Collaborate with TriMet and other City Bureaus on site selection criteria.
3. Review plan documents for consistency and coordination with affordable housing in the project area. Provide technical development feasibility assistance on station area plan from a housing development perspective.
4. Incorporate corridor into larger PHB real estate strategy. Assist in financing of potential sites via acquisition or solicitations to partners to secure land.
5. Create strategic objectives in coordination with the Prosper Portland, Bureau of Planning and Sustainability, and other City bureaus together with community partners regarding the provision and delivery of Tax Increment Financing or otherwise funded land acquisition or development projects that further community development and affordable housing objectives.
6. Track and report back on PHB's progress on SW Corridor Equitable Housing Strategy (SWEDS) goals.

EXHIBIT L**CITY SERVICES**
Prosper Portland ("Prosper")

Under the coordination of the City's Project Manager, Prosper Portland shall provide services as described below:

1. Assign a single Project Coordinator/point of contact for all work performed under this Agreement, and coordinate all work, budget, billing/invoicing, and information under this Agreement with the City's Project Manager.
2. Assist in the development and review of corridor designs that help achieve corridor objectives for commercial development related business development, retention, and job creation objectives.
3. Provide technical development feasibility assistance on station area plan and transportation plan documents.
4. Review transportation plan documents for consistency and coordination with the provision and delivery of Tax Increment Financing development projects in the project area.
5. Create strategic objectives in coordination with the Portland Housing Bureau, Bureau of Planning and Sustainability, and other City bureaus together with community partners regarding the provision and delivery of Tax Increment Financing or otherwise funded projects that further community development and economic development objectives.