

**SECOND AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT**

**Earthquake Ready Burnside Bridge Project
Portland Contract No 30007280
Multnomah County Contract No: DCS-IGA-E-12147-2020**

This Second Amendment ("Second Amendment") is an amendment to the Intergovernmental Agreement between City of Portland (City) (City Agreement No. 30007280) and Multnomah County (County) (County Agreement No. DCS-IGA-E-12147-2020) for services for the Earthquake Ready Burnside Bridge Project (Project), dated December 19, 2019 (Agreement). This Second Amendment is intended to replace the Agreement in its entirety and is necessary to add City services for the next phase of the Project, Final Design and Construction. The Agreement, this Second Amendment and any subsequent amendments (hereafter, referred to collectively as "Agreement"), are made pursuant to authority granted in ORS Chapter 190. The parties to this Agreement shall be referred to individually as "Party", or collectively as "Parties."

RECITALS:

1. On or about December 19, 2019, the Parties entered into an Intergovernmental Agreement between the City and the County (City Agreement No. 30007280 and County Agreement No. DCS-IGA-E-12147-2020) for tasks necessary to conduct a public planning process required under the National Environmental Policy Act (NEPA) rules (hereafter, NEPA Process) with respect to the proposed Project.
2. On or about November 2, 2020, the Metro 2020 Get Moving Transportation Regional Investment Measure (RIM) was not supported by voters and failed. The RIM would have provided \$150M in construction funding for the Project. Without this funding, the County conducted a process in coordination with City staff to analyze cost reduction options to reduce costs of the overall Project. The cost reduction process will add 12 months to the Project schedule and the cost reduction options will change the scope of the Project, resulting in the need for the County to produce and issue a Supplemental DRAFT Environmental Impact Statement (SDEIS). Development and review of the SDEIS required additional time and resources from City staff that were not included in the original Agreement. Accordingly, the Parties amended the Agreement to include additional Party responsibilities and additional compensation for additional City staff time and resources necessary for completion of the development and review of the SDEIS.
3. On January 18, 2022, City Council approved Ordinance No. 30007280 authorizing execution of an amendment to the original Intergovernmental Agreement (IGA) for additional time and resources for completion of the development and review of the Supplemental Draft Environmental Impact Statement (SDEIS).
4. Multnomah County anticipates completing the Final Environmental Impact Statement in 2023 and is expected to enter final design in summer 2023. Construction is expected to start as early as 2025 should the remaining funds needed for the Project be secured. See Exhibit A for the overall Project schedule.

5. The City has a duty to the general public to provide safe and convenient streets to the public, and the County has a duty to operate and maintain the Willamette River Bridges, including the Burnside Bridge, pursuant to ORS 382.305 and 382.310. It is in both the City and the County's interests to minimize unnecessary financial burdens for both Parties related to the shared use and juxtaposition of jurisdictional authority.
6. The City and County now desire to express in writing their cooperative roles in the Design Phase for the Project through this Second Amendment.

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:

The term of this Agreement will be effective from the date of full execution through December 31, 2029, unless terminated or extended under the provisions of this Agreement. Notwithstanding the term above, County's reimbursement to City will include those services already performed as part of Agreement and previous amendments in this Project prior to the effective date of this Agreement. All above Recitals are hereby incorporated into this Amendment.

COUNTY OBLIGATIONS

1. **Responsibility for the Project.** County is designing the Earthquake Ready Burnside Bridge Project (Project). County shall manage, create and update Project design and construction schedules, design, construct, acquire right-of-way, acquire necessary permits, arrange for the relocation of utilities, enter into contracts, perform public relations, perform Project accounting, perform construction management and take other such actions necessary for the prosecution of the Project. County has designated a Project Manager and a Construction Manager. County will provide written notice of changes to these designated persons to the City's Project Manager.
2. **Design Standards for the Project.** County shall use the 2018 City Standard Construction Specifications and standard drawings for the Project improvements that will ultimately be owned and/or maintained by City, unless approved otherwise by City. County shall develop plans for improvements on City facilities in substantial conformance with Exhibit B, Design Review Checklists. County shall use the Oregon Standard Specifications for Construction for the Project improvements that will ultimately be owned and/or maintained by County or the State of Oregon.
3. **Development of Final Plans and Specifications.** County shall work in close cooperation with City during preparation of final plans and will submit plans and specifications (hereinafter "Plans") for official City review at deliverable stages established by the Project.

The City shall utilize Masterworks, the County's project delivery platform for the Project,

to collaborate on and submit deliverables, documents and comments. The use of Masterworks does not require the City to purchase or maintain their own licenses.

City and County 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 is maintained. 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.

The Parties understand that City review times shall not commence until all elements from Exhibit B, Design Review Checklists, are appropriately included at each stage and are incorporated into the submission at a level of detail that allows effective and efficient review by City. City shall use its best efforts to minimize the review times, however it is anticipated that a 21-day City review period will be needed at the 30%, 60%, and 90% stages. Written responses to City comments for the 30%, 60% and 90% stages will be provided to City at or prior to issuance of the documents for the next review stage.

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 14 days, unless otherwise agreed between City and County. In the event that City does not respond in a timely manner, the submitted plans and specifications shall be deemed approved as submitted. County shall submit final plans to the City Engineer either at the same time County's 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. County shall maintain records of all comments received from City reviews, including County response and action taken.

4. **Relocation of Utilities.** Utilities will be relocated according to the Oregon Utility Relocation Manual. County and City will enter into a future amendment to this agreement to engage City services regarding relocation of utilities.
5. **Inspection of Relocated Utilities.** County and City will enter into an amendment to this agreement in the future to engage City services regarding inspection of relocated utilities. County shall allow City engineers and/or inspectors or consulting engineers/inspectors 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. County will reimburse City for the cost of City personnel to inspect relocated and installed City facilities as a Project expense.
6. **Record Drawings.** Record drawings will be produced by County and distributed to City's bureaus within 180 days after completion of the Project. Project was designed in NAVD88 coordinates and elevations. Record drawings shall clearly indicate the coordinate system used and display on those plan sheets with new/altered City infrastructure the proper equation to convert to City datum. Record drawings will be submitted in both electronic and hardcopy format.

7. **Real Property Acquisition/Relocation Assistance.** County shall be solely responsible for the acquisition of real property or interests therein for the Project, including property that will eventually become City right-of-way. For property that will become City right-of-way, prior to conveyance County shall obtain review and approval from the City's Bureau of Transportation (PBOT) - Right of Way Acquisition Section.
8. **Maintenance and/or Ownership Agreement.** County shall, in good faith, negotiate with City and other interested parties for one or more maintenance agreements that would define maintenance responsibilities, and where applicable clarify property ownership rights, for the Project. Other interested parties include ODOT, and property owners adjacent to the Project. Unless otherwise agreed, County will take the lead in drafting of these agreements (the "Maintenance Agreements").

CITY OBLIGATIONS

1. **Maintaining Project Schedule.** City agrees to use its best efforts to assist County in maintaining the Project schedule. To this end, City staff shall assist County with all permit/approval processes including, but not limited to, scheduling all hearings and briefings before City Council, commissions or other City bureaus.
2. **Appointing City Project Manager.** City's Project Manager for this Project is Sharon Daleo, PE, 1120 SW 5th Avenue, Suite 1414, Portland, OR 97204, 503-823-8818, Sharon.Daleo@portlandoregon.gov, or assigned designee upon individual's absence. Any changes to City's Project Manager shall be made in writing to County's Project Manager.
3. **Coordination of City Issues.** City Project Manager shall coordinate comments from City bureaus and assist in resolving Project issues raised by any City bureau.
4. **Managing Services within Budget.** City Project Manager shall exercise good faith efforts to manage City services as described in Exhibit C, City of Portland Bureau Responsibilities, within the budget specified in this Agreement.
5. **Permits and Approvals.** City Project Manager or designee shall assist County in developing a list of the permits or approvals necessary to complete the Project construction and installation. However, nothing in this Agreement waives any Portland City Policy or prohibits City from maintaining or enforcing its current policies or agreements. City is specifically not obligating itself or any of its bureaus with respect to any discretionary or regulatory action, including but not limited to zoning, variances, dedications, vacations, regulatory plan reviews, issuance of permits, code compliance or any other governmental approvals or regulatory actions which may be required or authorized.
6. **Issuance of Construction Permit.** In accordance with the provisions of this Agreement, City shall, when appropriate and where requirements for issuance are met,

issue a Construction Permit for the Project within City right-of-way, which will permit Project construction based on City approved plans and specifications. Issuance of the Construction Permit does not authorize any work requiring a separate building or utility permit.

- 7. **Maintenance and/or Ownership Agreement.** City shall work in good faith with County and other interested parties on maintenance and/or ownership agreements related to the Project.

COMPENSATION

- 1. The City's compensation for services provided under this Agreement are listed in Subsection 3 below and is based upon the City of Portland Staffing Plan, Exhibit D, per City of Portland Bureau Responsibilities shown in Exhibit C, for the Design Phase. City agrees to proceed in good faith under this Agreement and keep costs within the limits defined below, where possible. In the event any or all City bureaus' actual costs reach these maximum amounts, then the City shall be released from performing further services under this Agreement to the extent that the Parties fail to execute an amendment signed by authorized representatives.
- 2. County agrees not to withhold the timely approval of additional resources without cause, subject to available budget. Additionally, the Parties agree that line item budgets may be reallocated within this Agreement when approved by the City and County Project Managers, so long as the overall approved budget amount of this Agreement is not exceeded.
- 3. Estimated maximum costs for City Services. The services provided by the City and the costs to County under this Agreement shall not exceed the following unless the Parties execute an amendment signed by authorized representatives. Such services shall be provided on a reimbursable cost basis and are detailed as follows:

Portland Bureau of Transportation	\$1,889,386
Bureau of Environmental Services	\$136,087
Portland Water Bureau	\$58,059
Bureau of Planning and Sustainability	\$29,996
Portland Fire and Rescue	\$5,334
Bureau of Development Services	\$424,080
Parks and Recreation	\$509,644
Portland Bureau of Emergency Management	\$2,776

- 4. Total payments to the City will not **exceed \$3,055,362.**
- 5. **Method of Payment.** Subject to the limitations stated in this Agreement, County agrees to pay the City's actual costs identified in Exhibit D for the performance of the services for the Project required herein. The actual cost shall include direct salary costs, fringe benefits, direct non-salary costs, and general overhead to be 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 Subsection (a) above for vacation, sick leave, holiday, jury duty, and bereavement leave are included in the overhead rates identified in Exhibit D.
- c) 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 Multnomah County.
- d) General Overhead. The Portland Office of Transportation and the Bureaus of Parks, Water, Environmental Services, and other bureaus as deemed necessary shall charge for general overhead as provided by Chapter 5.48 of the City Code.

6. Reimbursement shall be under the following terms:

- a) City shall bill County for the work under this Agreement as follows:
 - i. City shall submit invoices to County for actual work performed and Project related expenses incurred during the performance of this Agreement.
 - ii. Invoices must show the hours and dates worked, billing rates, and summarize the nature of work done. Expenses must be fully itemized. Only listed expenses will be reimbursed.
 - iii. Subsequent to the execution of the Agreement, invoices will be submitted to the County on a monthly basis and not more than 90 days after the work is performed and the expense is incurred by the City.
 - iv. Subsequent to the execution of the Agreement, invoices for work performed prior to the execution of the Agreement will be submitted to the County not more than 60 days after the execution of the Agreement.
- b) County will reimburse the City for the following expenses:
 - i. City's purchases of specialized reference material or informational material required to complete the deliverables under this Agreement, with receipts.
 - ii. The actual, reasonable costs incurred by the City for mailing, copying, or delivering documents, electronic media, or similar records required for the performance of this Agreement, with receipts.

- iii. Travel and per diem costs incurred for required travel outside of the greater Portland metro area; reimbursement in accordance with County reimbursement rates and procedures, including receipts.

TERMINATION. This Agreement may be terminated by either party upon 60 days' written notice.

TERMINATION FOR CONVENIENCE. The City or County 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, County shall pay the City's costs, including any costs necessarily incurred by the City in terminating its work. The City promptly shall submit its termination claim to be paid by the County. 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.

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, County may terminate this Agreement for default after providing the City an opportunity to cure the default or after the process for Issue Resolution. Termination for default shall be effected by providing a notice of termination in writing on the City, setting forth the manner in which the City is in default and providing the City a reasonable time of not less than thirty (30) days to cure, or to undertake to cure if the cure would take longer than thirty (30) days, the failure to perform in the manner called for in the Agreement. 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 County 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, the County shall establish a new performance schedule, and allow the City to continue to work, or treat the termination as a termination for convenience.

In the event the County fails to pay the City for its services provided 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 Agreement or suspension of services.

INDEMNIFICATION. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend, and hold harmless City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City shall indemnify, defend, and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees, and agents in the performance of this Agreement.

INSURANCE. Each Party shall each be responsible for providing workers' compensation insurance as required by law. Neither Party shall be required to provide or show proof of any other insurance coverage.

ADHERENCE TO LAW. Each Party shall comply with all federal, state and local laws and ordinances applicable to this Agreement.

NON-DISCRIMINATION. Each Party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

ACCESS TO RECORDS. Each Party shall have access to the books, documents, and other records of the other Party which are related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.

SUBCONTRACTS AND ASSIGNMENT. Neither Party will subcontract or assign any part of this Agreement without the written consent of the other Party.

SEVERABILITY. If any term or provision of this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity of enforceability of the remainder of the Agreement, which remaining terms and provisions shall be valid and be enforced to the fullest extent permitted by law.

NOTICES AND DESIGNATED PROJECT MANAGERS:

1. The County designates Megan Neill as the County Project Manager. Megan Neill's address, phone number, and e-mail address are as follows:

Megan Neill, PE
Engineering Services Manager
Multnomah County Transportation Division
Bridge Section
1403 SE Water Ave
Portland, OR 97214
Phone: 503.988.0437
megan.neill@multco.us

2. The City designates Sharon Daleo as the City Project Manager. Sharon Daleo's address, phone number, and e-mail address are as follows:

Sharon Daleo, PE
Project Manager
City of Portland Bureau of Transportation
1120 SW 5th Ave., Suite 1414
Portland, OR 97204
Phone: 503.823.5072
sharon.daleo@portlandoregon.gov

Official communication regarding this Agreement shall be via e-mail or writing to the above-named persons or their designees. Designated contacts may only be changed upon written notice to the other Party.

FUNDS AVAILABLE. In the event that funds cease to be available to County in the amounts

anticipated for the Earthquake Ready Burnside Bridge Project and this Agreement, County may terminate or reduce the scope of services to be provided.

ISSUE RESOLUTION. In the event of any issues or disputes between the City and County, it is understood by both Parties that the dispute shall be referred to resolution as follows:

1. Refer the dispute to the City Project Manager and County Project Manager, who shall make a good faith effort to resolve it.
2. If unresolved, refer it to the PBOT Manager of Policy, Planning and Projects and County's Transportation Services Manager.
3. If unresolved, refer it to the PBOT Director and the County's Director of the Department of Community Services.
4. If unresolved, refer it to the City's Commissioner-in-Charge and the County's Services Commissioner-in-Charge.
5. 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).

THIS IS THE ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement between the Parties. This Agreement may be modified or amended only by written agreement of the Parties and in accordance with all terms of Agreement.

MULTNOMAH COUNTY, by and through its elected officials

By: _____
Jessica Vega Pederson, Chair
Board of County Commissioners

Date: _____

CITY OF PORTLAND

By: _____
Commissioner in Charge

Date: _____

MULTNOMAH COUNTY

By: _____
Lee Girard, Interim Director
Department of Community

Date: _____

APPROVED AS TO FORM

By: _____
City Attorney

Date: _____

REVIEWED:

Jenny M. Madkour
COUNTY ATTORNEY
MULTNOMAH COUNTY, OREGON

By: _____
Assistant County Attorney

Date: _____

Earthquake Ready Burnside Bridge

Project List of Exhibits

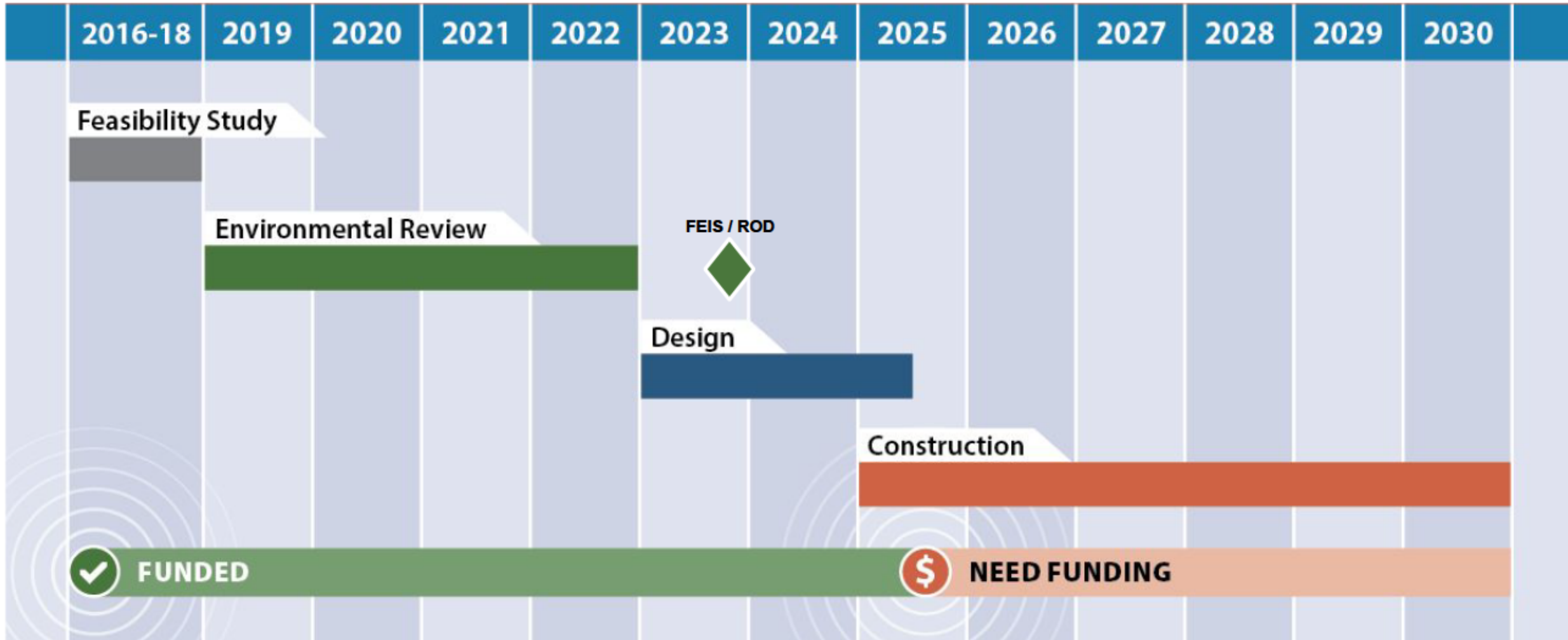
Exhibit A: Preliminary Schedule

Exhibit B: Design Review Checklists

Exhibit C: City of Portland Bureau Responsibilities

Exhibit D: City of Portland Staffing Plan

Project Timeline



FEIS: Final Environmental Impact Statement
ROD: Record of Decision

30% Street Design Review Checklist

Project Number:

Checklist Preparer:

Checked (Yes, No, or N/A)	Checklist Item	Category	Comments	Links and guidance
	Street Classification Check Transportation System Plan.	General		
	Bikes: Designed bike facilities consistent with classification and TSP	General		
	Pedestrians: Pedestrian corridor cross section per Pedestrian Design Guide. Sidewalks on both sides.	General		
	Transit: Lane widths, transit curb extensions, intersection corner radii, etc.	General		
	Freight: Lane widths, intersection corner radii, etc. per classification	General		
	Within a Streetscape or Area Plan?	General		
	Within Holiday, Rose Festival, or pavement moratorium	General		
	On National Highway System	Impacts / Issues / Permits		
	Landscape strip in compliance with Pedestrian Design Guide and Urban Forestry	General		
	Street width appropriate for zoning	General		
	Street Lighting included in project	General		
	Signals included in project	General		
	Design exceptions proposed, if yes include list with 30% submittal	General		
	Identified state highways and county roads	General		
	Submitted Preliminary project design form to Urban Forestry	General		https://www.portlandoregon.gov/trees/79435 to trees@portlandoregon.gov to get a tree inspector assigned to the project. Make sure, if a land use is required, that the same tree inspector is assigned for both, if not then contact forestry.
	Submitted tree inventory to the assigned Tree Inspector.	General		For large-scale projects, you may be required to hire a consulting arborist. In that case, the consulting arborist will fill out the tree inventory. The Tree Inspector will determine if a consulting arborist is needed.
	If consultant design, QC verification letter provided.	General		
	ADA ramp scoping assessments provided in 30% plan review submittal	General		
	30% Engineers Estimate	General		
	Survey DTM checked for coverage of project limits and point density?	Impacts / Issues / Permits		
	Queried DEQ's ENVIRO Cleanup Site Info Database?	Impacts / Issues / Permits		https://www.deq.state.or.us/ia/ecsi/ecsiquery.asp?listtype=ls&listtitle=Environmental+Cleanup+Site%20Information+Database
	In a Environmental Overlay Zone?	Impacts / Issues / Permits		https://www.portlandoregon.gov/bps/article/683577
	Checked MULTCO for known leaking tanks and checked GIS?	Impacts / Issues / Permits		https://www.deq.state.or.us/ia/tanks/ust/LustPublicLookup.asp
	Underground Tanks?	Impacts / Issues / Permits		
	ESA (environmental site assessment) Issues?	Impacts / Issues / Permits		
	Project in Wetlands?	Impacts / Issues / Permits		https://gis.oregonmetro.gov/metromap/ https://www.oregon.gov/DSL/WW/Pages/Permits.aspx
	DSL/Corps permit required?	Impacts / Issues / Permits		https://www.nwa.usace.army.mil/missions/Regulatory/Apply.aspx
	Archeology Review needed?	Impacts / Issues / Permits		https://www.oregon.gov/ODOT/GeoEnvironmental/Pages/Cultural-resources.aspx
	In Flood Plain? (Check FEMA Maps in GIS)	Impacts / Issues / Permits		https://msc.fema.gov/porta/home
	In a Historic Design District?	Impacts / Issues / Permits		https://www.portlandoregon.gov/bds/article/74204 https://gis-pdx.opendata.arcgis.com/datasets/e32f0df8608e484ce92b5ec3e0637198_134
	In a Special Design District?	Impacts / Issues / Permits		https://beta.portland.gov/bps/design-guidelines
	In a Scenic Overview Zone?	Impacts / Issues / Permits		https://www.portlandmaps.com/bps/zoning/W/map/
	On Tri-Met Bus Routes?	Impacts / Issues / Permits		https://ride.trimet.org/?tool=routes#/
	Has Tri-Met been contacted (only if on bus route)?	Impacts / Issues / Permits		

Within Multnomah County Drainage District?	Impacts / Issues / Permits	https://mcd6.org/map-of-the-district/
Within ODOT ROW?	Impacts / Issues / Permits	https://gis.odot.state.or.us/transeq/
Land Use Reviews checked?	Impacts / Issues / Permits	https://www.portlandmaps.com/advanced/?action=landuse And request review from Teresa Montalvo, Valerie Joachim, and Chris Wier
Adjacent or Through open space?	Impacts / Issues / Permits	https://www.portlandmaps.com/ops/zoning/4/map/
Inside Horizontal Curve Curb Radius: 100' min. for Local Service Streets, per AASHTO for all other Classifications	Horizontal Alignment	
Horizontal transitions: per AASHTO	Horizontal Alignment	
Traffic lane transitions: per AASHTO	Horizontal Alignment	
Sight Distance: per AASHTO	Horizontal Alignment	
Corner radii adequate for design vehicle	Horizontal Alignment	
Alignment: As near to right angle as possible; acute angle > 80 degrees may be acceptable in certain circumstances	Intersection Design	
T Intersection: Offset to nearest intersection > 200'	Intersection Design	
Straight Grade: Provide profile	Curb Return Design	
Vertical Curves: Provide profile	Curb Return Design	
Gutter Grades - 0.5% or greater	Curb Return Design	
Curb Return Radii - Per Traffic Engineer	Curb Return Design	
Minimum Curb Return Radii on reverse curves: 10' (for street sweeper)	Curb Return Design	
Curb returns aligned street width (no neck-downs)	Curb Return Design	
Fire Department turnaround (required if dead end street > 300'); 96' diameter cul de sac or 120' hammerhead	Cul-De-Sac Design	
Residential: 70' diameter with 25' radius transitions (dead-end >= 300') or 36' diameter with 18' radius transitions (dead-end <300')	Cul-De-Sac Design	
Commercial: 100' diameter with 35' radius transitions	Cul-De-Sac Design	
Separate profile/stationing along gutter line	Cul-De-Sac Design	
High Point: station and elevation	Cul-De-Sac Design	
Cross slope: 8% max	Cul-De-Sac Design	
Curbs: Mountable residential only; otherwise, standard curb.	Cul-De-Sac Design	
Width in compliance with Pedestrian Guidelines for street classification	Sidewalk Design	
Cross-slope: 1.5% towards street in pedestrian through zone	Sidewalk Design	
Keep pedestrian through zone clear of obstructions	Sidewalk Design	
Tree well: 24 sqft (4'x6' typical)	Street Trees	
Tree well grates (where required)	Street Trees	
Tree Spacing: 25' (or as approved by Urban Forestry)	Street Trees	
Tree Street light clearance: 25' (or as approved by Urban Forestry and SSL)	Street Trees	
Tree Driveway clearance: 5' from top of wing	Street Trees	
Tree Intersection clearance: 25'	Street Trees	
Tree Water main clearance: 5'	Street Trees	
Tree Other Clearance: 5' (hydrant, power pole)	Street Trees	
Construction Easements Required	Right-of-Way	
Permanent Easements Required	Right-of-Way	
ROW acquisition Required	Right-of-Way	
ROW lines shown	Right-of-Way	
Property addresses shown	Right-of-Way	
Horizontal alignment in plans	Street Plan	

City of Portland Benchmark referenced on plans: (e.g. BM 542)	Street Plan		
Centerline or gutter profile (as applicable) in plans	Street Plan		
In-House Design, Island and medians - approved by Traffic Engineer	Street Plan		
In House Design, Guardrail location - confirmed with traffic engineer	Street Plan		
Typical section(s) in plans	Street Plan		
Utility notes in plans	Utilities		
City owned Utility's, conflicts identified and PM informed of need for MOU	Utilities		
Utility Notice 1 sent	Utilities		
Clear zone for Poles: 18" behind curb	Utilities		
Consultant Design, Submitted Intersection Design Vehicle Assumptions Report (IDVAR) including turning movement exhibits for all intersections and high volume driveways where the geometry (curbs, medians, lane configuration, etc.) is modified. Design vehicles per Traffic Engineer.	Traffic Design		
Street widths: Per "Blue Book" for Local Service Traffic Streets	Traffic Design		
Consultant Design, Lane widths: Per PBOT Traffic Design Manual if not a Local Service Traffic Street	Traffic Design		
Consultant Design, Submitted NCHRP562 Ped Safety Worksheets for all proposed and existing marked crosswalks with uncontrolled approaches	Traffic Design		
Lane reduction submitted for approval	Traffic Design		
New or modified beacons and signals approved	Traffic Design		
Crosswalk closures submitted for approval	Traffic Design		
In House Design, Design speed, Design vehicle (Corner radii adequate), Travel lanes (Number, type & width), Turn lanes (Type, length & width) per Traffic Engineer	Traffic Design		
Included Preliminary plan showing basic shapes, geometry and layout	Structures/Retaining Walls		
Included Retaining Wall Control Drawings	Structures/Retaining Walls		

60% Street Design Review Checklist

Project Number:

Checklist Preparer:

Checked (Yes, No, or N/A)	Checklist Item	Category	Comments	Links and guidance
	Haz-Mat Level 1 assessment completed	Impacts / Issues / Permits		
	Work outside City right-of-way: Are BDS permits required?	Impacts / Issues / Permits		
	Backside water work are Water permits/connections required?	Impacts / Issues / Permits		
	On-street Parking Removal:	Impacts / Issues / Permits		If Yes Notify Project Manager
	Roadway Reconfiguration:	Impacts / Issues / Permits		If Yes Notify Project Manager
	Construction Traffic Impacts:	Impacts / Issues / Permits		If Yes Notify Project Manager
	Plans relocation of "City owned Utility's" have been started	Utilities		If No Notify Project Manager
	Second Utility notice sent with 60% plans	Utilities		
	Initial Utility Relocation Letters Sent	Utilities		
	Sidewalk Ramps (ADA compliance, all corners)	Intersections		
	Reconstructed and new crosswalks are ADA compliant	Intersections		
	Major street carried through the intersection. "Minor" street warped to fit	Intersections		
	Maximum Longitudinal Grade: 6% for signalized intersections and 8% for unsignalized intersections	Intersections		
	Intersection Landings: Minimum 30ft long at above grades	Intersections		
	Sidewalk ramps: Designed per ADA and PBOT standards, Monolithic pour, 2 ramps on each corner unless alternative approved, Warp (to meet existing conditions as required and provide elevations at all doorways at back of walk).	Sidewalks		
	Curb only: Keyed for future combination curb/sidewalk (non-residential)	Sidewalks		
	Bench: 1' at back of sidewalk	Sidewalks		
	Stair risers: equal height between 4" to 7 1/2"	Sidewalks		
	Handrail included: Hazards, drop at back of sidewalk, and on all stairs with 2 or more risers.	Sidewalks		
	Tree Inventory Completed (all fields)	Street Trees		
	Root Exploration requirements included in plans	Street Trees		Requirements come from Tree Inspector or Consultant Arborist
	Existing trees in construction impact zone: Save or Remove notes on plans	Street Trees		
	Right-of-Way acquisition shown	Right-of-Way		
	Permanent easements shown	Right-of-Way		
	Construction easements shown	Right-of-Way		
	Survey monumentation shown and protect notes.	Right-of-Way		

Consultant Design, reviewed sign placement for conflicts with utilities, driveways, etc. Verified no sight distance or visibility obstructions	Traffic Design		
Parking signs and meters addressed	Traffic Design		
Are Traffic Control and staging plans included?	Traffic Design		
PERMANENT SIGNING & STRIPING PLANS plans included	Traffic Design		
Draft Design exceptions completed.	General		
Consultant design, provided QC verification letter.	General		
Minimize relocation of hydrants and utility poles; minimize removal of trees.	General		
Construction notes	Street Plans		
Clearing Limits (if extend beyond limits stated in Standard Specifications)	Street Plans		
Cut and fill lines	Street Plans		
Drainage (flow arrows in gutters)	Elevation Detail Plan		
Existing trees - Save or Remove note	Street Plans		
Driveways connection: dimensions, material, matchline with existing	Street Plans		
New street trees: Location, tree well dimensions, size and species and grates (if applicable)	Street Plans		
Storm system: show without construction notes (notes included on Stormwater Plans)	Street Plans		
Pole and sign post placement shown	Street Plans		
All Profiles included – centerline or left and right gutters (as applicable)	Street Plans		
Paving limits shown	Street Plans		
In house design, Guardrail design confirmed with TDS and BAS	Street Plans		
Sawcut/pavement repair per standard drawings.	Street Plans		
Survey Control References: PC, PT, PRC, PCC	Elevation Detail Plan		
Dimensions for driveways, driveways connections, wings, ramps, landings	Elevation Detail Plan		
Design elevations for driveways, driveway connections, wings, ramps, landings, grade breaks - along curb line, include elevations for gutter (noted with a "g") and top of curb	Elevation Detail Plan		
Inlets- proposed and existing inlets that will remain	Elevation Detail Plan		
Drainage (flow arrows in gutters)	Elevation Detail Plan		
Truncated domes on ramps	Elevation Detail Plan		
Poles and posts (proposed and existing that will remain) shown with to scale symbols.	Elevation Detail Plan		
Square footage	Elevation Detail Plan		
Street counter slopes	Elevation Detail Plan		
Alignment's stationing	Elevation Detail Plan		
Show and label(ex) existing elevations at match	Elevation Detail Plan		
Inlets: station, offset, type, rim elevation	Stormwater Plans		
Inlet leads: pipe type, diameter, length (plan view), profile, invert elevations, slopes	Stormwater Plans		
Connections to Manholes with IEs	Stormwater Plans		
Manholes with profiles, sed/sumps with IEs	Stormwater Plans		
Show any underground conflicts in pipe profile (if known).	Stormwater Plans		
Manhole elevation details when required (for any connections to)	Stormwater Plans		

	Construction notes for "Pothole Utilities"	Utilities		
	Inlet location: low point, intersection, cross slope, 6' gutter flow. At ADA ramps - high side of ramp (not in front), wings OK. Gutter spread meets AASHTO	Stormwater Drainage		
	Inlet types per ODOT Standard drawings	Stormwater Drainage		
	Inlet in Bike lane CG-3 preferred, CG-1 acceptable	Stormwater Drainage		
	Inlet types CG-2 typical, G-2 when CG-2 isn't feasible, CG-1 use in case of utility conflict, G-1 used in case of utility conflict and CG-1 isn't feasible, CG-3 used in case of utility conflict.	Stormwater Drainage		
	Arterial Streets- Triple inlets at sags; Local Streets- double inlet at sags	Stormwater Drainage		
	Inlet draining to another inlet - use double inlet	Stormwater Drainage		
	Inlet rim Elev shown, per std drawings (no depression in bike lanes or in wing/ramp areas)	Stormwater Drainage		
	Inlet pipe invert depth shown: Min - 30"; max - 48"	Stormwater Drainage		
	Pipe type shown: 10" min; 12" @ sags or linked	Stormwater Drainage		
	Connection to manhole called out & Per BES Standard drawings	Stormwater Drainage		
	Pipe Slope: 2% typical, 0.5% minimum	Stormwater Drainage		
	Pipe Profile in plans crossing other utilities, utilities shown.	Stormwater Drainage		
	Trench restoration shown when inlet leads are constructed under existing pavement.	Stormwater Drainage		
	Abandoned inlet leads: Per standard specifications and city admin rules	Stormwater Drainage		
	Pipe Bedding shown per BES requirements	Stormwater Drainage		
	Manholes: Proposed rim elevation does not require manhole reconstruction. [Max. distance from lip to top step = 26".]	Stormwater Drainage		
	BES Project No.	Stormwater Drainage		
	Maximum slope (AC - 18%, concrete - 22%)	Vertical Alignment		
	Minimum slope (Curb and gutter - 0.5%, Curb only - 1%)	Vertical Alignment		
	Existing and proposed left and right gutter line with separate stationing for each alignment.	Vertical Alignment		
	Vertical curves @ grade breaks (arterial/collector - 2%, local street - 2.5%) (MO of > 0.20)	Vertical Alignment		
	Safe stopping and sight distances: Minimum sag and crest lengths, per AASHTO guidelines. Check horizontally for obstacles on curves & street intersections & driveways.	Vertical Alignment		
	Existing utility conflicts being resolved	Vertical Alignment		
	Extend profile 10' past begin and end of improvements.	Vertical Alignment		
	Minimize the concentrated flow of storm water over pavement. Gutter spread calcs completed?	Vertical Alignment		
	Pavement Cross Slope (2% to 5%)	Typical Sections		
	Sidewalk Cross Slope 1.5%	Typical Sections		
	Bench Cross Slope (2% for 1' to 3')	Typical Sections		
	Back Slopes: Collector/arterial - 2:1 fill slope, 1.5:1 max cut slope or soils report,	Typical Sections		
	Local street - 3:1	Typical Sections		

	Soil tests: Subgrade Modulus of Resilience-2 tests for 1st 500' + 1 test for additional 500' or Back calculated from pavement testing.	Pavement Design		
	Design life: AC - 20 years; Concrete - 30 years	Pavement Design		
	Design procedure - 1993 AASHTO Pavement Design	Pavement Design		www.roadresource.org
	Minimum thickness: Local streets (3" Level 2, 1/2 inch dense MWMAC mixture on 8" aggregate on geotextile), Arterial/collectors - pavement design required	Pavement Design		
	Pavement core report included	Pavement Design		
	High water table (within 3 feet) - subsurface drainage system included	Pavement Design		
	Width: Min - 10' standard or 9' rowhouse; Max - Check Title 17.28.110. City Traffic Engineer approval as required.	Driveway Design		
	Drainage: broken back - high pt 3" above gutter; should drain to the street where practical	Driveway Design		
	Apron - Follow Standard Drawing	Driveway Design		
	Additional Driveways (not pre-existing): Property owner must obtain a BDS permit.	Driveway Design		
	Driveway Connections - Follow Standard Drawings for residential driveways, engineer connections for commercial and industrial driveways.	Driveway Design		
	Lawnwalk Connections - slope to meet ADA	Driveway Design		
	Driveway Connections: Match width of existing driveway with approval by Traffic Engineer, Match material to existing connection, If gravel construct a min. 3' AC pad behind driveway apron.	Driveway Design		
	Driveway Connections: Profile 1"~1" to check driveway for clearance (as required)	Driveway Design		
	Intersection: Locate with minimum 25' clearance	Driveway Design		
	Obstructions: Keep driveway apron and wings free of obstructions, including street lights, trees, utility poles, guy wires, mail boxes and signage.	Driveway Design		
	Sight Distance: Must meet a minimum of SSD.	Driveway Design		
	Parking Lot Drainage: BES limits area that can be drained to the street to 2,000 sf.	Driveway Design		
	General Notes included on plans	Structures/Retaining Walls/Back Slopes:		
	Draft Geotechnical Report Submitted	Structures/Retaining Walls/Back Slopes:		
	Developed plan and elevation including rebar details	Structures/Retaining Walls/Back Slopes:		
	Retaining Wall Details and Data Tables included	Structures/Retaining Walls/Back Slopes:		
	Drainage layout and details	Structures/Retaining Walls/Back Slopes:		
	Consultant Design, Structural calculations, Design Loads, and Design pressures submitted	Structures/Retaining Walls/Back Slopes:		
	Fill slopes - 2:1 standard; 3:1 residential	Structures/Retaining Walls/Back Slopes:		
	Cut slopes - 2:1 standard; 3:1 residential	Structures/Retaining Walls/Back Slopes:		
	Curb bench - 3' min	Structures/Retaining Walls/Back Slopes:		
	Provided cross sections	Structures/Retaining Walls/Back Slopes:		

	Confirmed Signals locations do not conflict with other improvements and meet ADA.	Signals and Street Light Design		
	Confirmed Street Lights locations are not in conflict with other improvements.	Signals and Street Light Design		

95% Street Design Review Checklist

Project Number:

Checklist Preparer:

Checked (Yes, No, or N/A)	Checklist Item	Category	Comments	Links and guidance
	State highways and county roads. Permits Obtained as required	Impacts / Issues / Permits		
	Within ODOT ROW: Permits Obtained as required	Impacts / Issues / Permits		
	Environmental Overlay Zone: Permit Obtained as required	Impacts / Issues / Permits		
	Wetlands and Floodplain: DSL/Corps Permits Obtained as required	Impacts / Issues / Permits		
	Archeology Review Completed as required	Impacts / Issues / Permits		
	Central Business District: Coordination Completed as required	Impacts / Issues / Permits		
	Historic Design District: State Historical Preservation Office Review as required	Impacts / Issues / Permits		
	Special Design District: Landmark Commission Review Completed as required	Impacts / Issues / Permits		
	Scenic Overview Zone: Scenic Resource Review Completed as required	Impacts / Issues / Permits		
	Within Multnomah County Drainage District: Permit acquired	Impacts / Issues / Permits		
	Work outside City right-of-way: Permits Obtained as required	Impacts / Issues / Permits		
	Open Space Review completed as required.	Impacts / Issues / Permits		
	New Trees: Species approved by City Forester	Street Trees		
	Tree Protection Shown in plans & approved by Forester	Street Trees		
	Required Temporary Construction Easements acquired	Right of Way		
	Required Permanent Easements acquired	Right of Way		
	Required Right of Way acquired	Right of Way		
	Type of improvements confirmed	Cover Sheet:		
	Project title confirmed (matches STIP, SAP & e-Builder)	Cover Sheet:		
	Advertisement Month and Year	Cover Sheet:		
	List of standard drawings reviewed	Cover Sheet:		
	Erosion Control Plans included	Erosion Control Plans		
	Inlet protection, notes and type confirmed.	Erosion Control Plans		
	Sediment fence, notes and type confirmed.	Erosion Control Plans		
	Gravel construction entrances, notes and type confirmed.	Erosion Control Plans		
	Construction Details included	Construction Details		
	Are Traffic Control and staging plans included?	Traffic Design		
	Sharrow Table included, as required	Traffic Design		
	Sign Post Data sheet included	Traffic Design		
	Second Utility notice re-sent with 95% plans due to scope changes	Utilities		
	Plans for relocation of "City owned Utility's" are at 95% design	Utilities		

Interim Utility Relocation Letters Sent	Utilities		
Utility conflicts have been resolved	Utilities		
Utility coordination completed	Utilities		
Consultant Design, provide QC verification letter	General		
Restricted work hours and lane closures included	Special Provisions		
Utilities consulted about work zone time.	Special Provisions		
Impact Bus Routes included	Special Provisions		
Holiday Moratoriums and special events included	Special Provisions		
Additional Year of Establishment for contractor planted trees	Estimate		
Survey monumentation included	Estimate		

100% Street Design Review Checklist

Project Number:

Checklist Preparer:

Checked (Yes, No, or N/A)	Checklist Item	Category	Comments	Links and guidance
	Utility Notice 3 will be sent when plans are approved and bid date is set	Utilities		
	Final Utility Relocation Letters Sent	Utilities		
	Plans for relocation of "City owned Utilities" are at 100% design	Utilities		
	APHIS contract setup for Migratory Bird nest inspections?	Street Trees		
	Noise variance aquired, if night work is applicable?	Special Provisions		
	Urban Forestry Permit?	Street Trees		
	QC verification letter, for consultant designed project.	General		
	Restricted work hours and lane closures included.	Special Provisions		
	Included environmental, geotechnical, and pavement report in appendix	Special Provisions		
	Included all permits in the appendix	Special Provisions		
	ADA Design Ramp Reports are approved	General		
	All design exceptions are approved	General		
	All permits have been aquired.	General		

Exhibit A-3: City of Portland Bureau Responsibilities

City shall perform the following activities for the work services associated with Final Design:

A. **City Staffing Plan.** The City shall provide the staff and services necessary to review, provide comment on, and identify revisions to the Final Design deliverables to assist the County in completing the Final Design phase of the Project on budget and in accordance with the Project schedule. During the Project, the City shall make available the persons identified in Exhibit D. 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 may be modified to include the service needs during the Final Design phase of the Project and as may be necessary.

B. **Compensation.** The City's compensation for services is detailed in Exhibit D, up to the Total Amount Authorized identified in Exhibit D. Compensation for future phases (Construction and Close Out) would be handled through a separate agreement or incorporated into this Agreement by amendment.

C. **Betterments/Cost Sharing.** The City agrees that it shall specify, provide, and pay costs for any Betterments that are incorporated into the Project at the request of the City and approved by the County. The Parties shall, through amendment of this Agreement, negotiate the work scope and cost of such Betterments prior to the County 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, the Parties agree to engage in a process to determine which portion of cost is considered a "Betterment" relative to the portion of expended useful life when compared to the entire useful life.

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

1. Supply copies of all available file data on all existing facilities as requested by County for the Project, existing infrastructure file data will only be provided in accordance with the Bio Terrorism Act of 2002 Public Law 107-188, EPA Title 42, Section 300i-2, and ORS 192.502(33), as applicable. 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 technical analysis or final design documents. Any reliance on the data by County shall be at its own risk.
2. Supply necessary City permitting requirements related to the 30%, 60%, and 90% design phases for the Project, in substantial conformance with Exhibit A. City shall

review, comment on, identify revisions and approve permitting documents to issue applicable permits for each individual work package, per the City's scope of services described in Exhibits, to allow for future construction of Early Work Packages and the Main Construction Package.

3. Review required revisions and provide comments on the Project plans and documentation as provided for in this Agreement. All comment submittals from the City must be provided to the County in the County's requested format.

4. Cooperate fully with the City's Project Manager, County's Project Manager, and City and County designated representatives as reasonably necessary to assist in the timely and proper completion of the Project. This includes Regularly attending, preparing for, and actively participating in relevant technical design meetings, to be hosted by the County at the County Administrative building at 501 Hawthorne Blvd, Portland, OR 97214 and/or made available in a virtual format. The City Project Manager is responsible for assigning City staff to each of the design coordination meetings, in consultation with the County.

5. The City Bureaus listed below will provide services as described. In addition, services related to the construction of the project shall be provided, as necessary, by City staff:

i. Portland Bureau of Transportation ("PBOT")

a. Major Projects and Partnerships (MPP) Division. Under the coordination of the City's Project Manager, PBOT MPP shall provide services as described below:

- i. Act as the lead City agency in carrying out the City's obligations and exercising the City's rights under this Agreement.
- ii. Provide as necessary, services of the City's Project Manager and other positions as identified in the Agreement.
- iii. Assist in and coordinate all document, technical analysis and plan reviews, including structure.
- iv. Assist in resolution of all preliminary and final design and permitting issues in collaboration with County.
- v. Coordinate and track compliance with all City permits

vi. Oversee City Staffing Plan development, and work with City Bureau leads in monitoring, tracking, and billing for all City bureaus and other City-related entities. Prepare budget status reports as required.

vii. Assist County in coordinating the identification and evaluation of impacts to all publicly owned utilities.

viii. Assist with County-led Project briefings to the City Council and various commissions (for example, Design Commission, Historic Landmarks Commission, and Planning and Sustainability Commission), as well as City freight, pedestrian and bicycle advisory committees as required.

b. Right of Way Management & Permitting (RWMP). RWMP shall provide services as described below:

i. Provide necessary staffing and support services for the right-of-way evaluation of parcels to be owned or controlled by the City upon completion of bridge construction.

ii. Review, provide revisions to, and provide comments for any property rights anticipated to be transferred to the City after the Project.

iii. Assist County with any necessary right of way vacations or transfers needed for the Project.

c. Traffic Design Section (TDS). Under the coordination of the City's Project Manager, TDS shall provide services as described below:

i. Assist in resolution of City comments on traffic and jurisdictional design criteria requirements related to final design deliverables.

ii. Assist in implementation of City Policy and Transportation Strategy for People Movement through prioritization of modes ensuring that the needs and safety of each group of users are considered, needs are balanced, land use and system plans are maintained, and policy-based rationale is provided.

iii. Review and provide comment on County-prepared Project traffic modeling including Synchro, VISSIM, and VISSUM models, specifically to consider multimodal and transit operations.

iv. Review, provide revisions to, and provide comments on analyses for traffic control performed as part of the final design efforts. This includes review of

vehicular, bicycle, and pedestrian detours as mitigation for the Burnside Bridge closure and other modifications to City streets.

v. Provide necessary staffing and support services to cover the City's involvement in Transit Signal Priority (TSP), signal, phasing, and timing evaluation.

vi. Review, provide revisions to, and provide comments for all temporary and permanent pavement markings, traffic signs, and other work affecting vehicular, bicycle and pedestrian traffic within City right-of-way developed as part of the project development and Construction phases. Notify the City's Project Manager of all required revisions, for forwarding to the County.

vii. Review, provide comments, and identify revisions, as necessary, to County-prepared analyses for traffic control to be performed as part of the design, and construction efforts.

viii. Assist in resolution of all traffic related design and anticipated construction issues.

ix. Participate in the development of construction phasing plans for incorporation into the CM/GC's construction documents.

d. Civil Design Section (CDS). Under the coordination of the City's Project Manager, CDS shall provide services as described below:

i. Assist in resolution of City's civil related design issues.

ii. Assist in the resolution and documentation of all necessary City design exceptions.

iii. Review, provide revisions to, and provide comments on analyses for civil design performed as part of the final design efforts.

iv. Provide necessary staffing and support services to cover the City's involvement in identification and evaluation of utility coordination and relocation.

v. Review, provide revisions to, and provide comments on plans and specifications for civil improvements and new facilities. Notify the City's Project Manager of all required revisions, for forwarding to the County.

e. Signals & Street Lights (SSL). Under the coordination of the City's Project Manager, shall provide services as described below:

- i. Assign an SSL engineer to participate in City's review of County prepared Project design deliverables and relevant technical team meetings, and coordinate all work, budget and information covered under this Agreement with the City's Project Manager.
 - ii. Review, provide comments, and identify revisions, as necessary, to the County-prepared Project design plans and specifications for traffic signaling devices and other work affecting pedestrian, bicycle, streetcar and bus transit, freight and vehicular traffic in the Project area within City ROW. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to County.
 - iii. Provide necessary staffing and support services to cover the City's involvement in evaluation of Transit Signal Priority (TSP) signal, phasing, and timing.
 - iv. Review, provide revisions to, and provide comments on plans and specifications for all City street lighting facilities, as needed. Notify the City's Project Manager of all required revisions, for forwarding to the County.
 - v. Participate in the development of final design phasing plans for operations during the construction phase.
 - vi. Evaluate proposed traffic signal modifications and signal activation/deactivation as required by County and the City.
 - vii. Review and provide comments on traffic signal timing plans and specifications as needed for final design.
- f. Bridges and Structures (BAS) Section. Under the coordination of the City's Project Manager, BAS shall provide services as described below:
- i. Review, provide revisions to, and provide comments on plans and specifications for structural engineering improvements and bridge/retaining wall facilities, including impacts to existing and proposed future City facilities. Notify the City's Project Manager of all required revisions, for forwarding to the County.
- g. Utility Permitting Section. Under the coordination of the City's Project Manager, Utility Permitting shall provide services as described below:

- i. Review, provide revisions to, and provide comments on plans and specifications for utility conflicts and relocations, including impacts to existing and proposed future City facilities. Notify the City's Project Manager of all required revisions, for forwarding to the County.

- h. Portland Streetcar. Under the coordination of the City's Project Manager, Portland Streetcar Section shall provide services as described below:
 - i. Assist in resolution of City streetcar related design and anticipated construction issues.

 - ii. In conjunction with TDS, review, provide comment and identify revisions, as necessary, to State-prepared design plans for streetcar pavement markings, traffic signs, and other work affecting Streetcar operations within City ROW developed as part of the preliminary engineering design phase. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to County.

 - iii. Review, provide comments, and identify revisions, as necessary, to State-prepared design plans for traffic control. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.

- i. Construction Inspection and Pavement Management (CON). Under the coordination of the City's Project Manager, CON shall provide services as described below:
 - i. Assist with constructability reviews of CM/GC work packages as applicable in EWP or Main Package preliminary design.

- j. Transportation Policy and Planning Division. Under the coordination of the City's Project Manager, the Transportation Policy & Planning Division shall provide services as described below:
 - i. Assign modal coordinator/point of contact for City work performed under this Agreement for Pedestrian, Bicycle, Transit, accessible (ADA), and Freight and coordinate all work, budget and information covered under this Agreement with the City's Project Manager.

 - ii. Review and provide comments on plans for traffic and other work affecting bicycle, pedestrian, freight and accessible (ADA) traffic within City right-of-way.

Notify the City's Project Manager of all required revisions, for forwarding to the County.

iii. Transportation Demand Modeling

1. Prepare an updated Transportation Demand Model Analysis, as required, consistent with that developed as part of the NEPA phase.
2. The City shall provide the completed computer model network to the County.
3. The City shall assist, as requested by County, the County's consultant and Metro traffic analysis team in interpreting and using City-provided traffic volume data in required traffic engineering and operations analyses.

ii. **Bureau of Environmental Services ("BES")**. Under coordination with the City's Project Manager, BES shall provide services as described below:

- a. Assign a single Project Coordinator/point of contact to participate in City's review of County-prepared Project final design deliverables and relevant technical team meetings related to new sewer, stormwater, and sewer relocation work and coordinate all work under this Agreement with the City's Project Manager.
- b. Assign a single Project Coordinator as the point of contact for all work related to coordination with the City's "Stormwater Management" Manual and identification of relevant guidance for State-prepared design plans.
- c. Provide necessary staffing and support services to cover BES's involvement in utility coordination and relocation.
- d. Review and provide comments on County-prepared final design plans for all storm, sanitary, combined sewerage and stormwater management facilities. Notify the City's Project Manager of all required revisions, for forwarding to the County.
- e. Provide guidance to ensure that the Project conforms to the requirements of City's "Stormwater Management" manual.
- f. Review and provide comments on plans and specifications for all storm, sanitary, combined sewerage and stormwater management facilities.
- g. Provide shop drawing/submittal review and inspection services for all storm, sanitary, combined sewer and stormwater management facilities.

iii. **Portland Water Bureau ("PWB")**. Under the coordination of the City's Project Manager, PWB shall provide services as described below:

- a. Assign a single Project Coordinator/point of contact to participate in City's review of County-prepared Project design deliverables and relevant technical team meetings related to water facilities, and coordinate all work, budget and information under this Agreement with the City's Project Manager.
- b. Review and provide comments on County-prepared design plans for all water facilities, including identifying where plans do not meet PWB standards. Notify the City's Project Manager of all identified revisions, and PWB Design Exceptions that are required, for City Project Manager's consolidation in the comment logs and forwarding to County.
- c. Assist County in completing the final design of any water system relocations and improvements, or any Betterments, by working with County.
- d. Review and provide comments on all preliminary project plans. Notify the City's Project Manager of all required revisions, for forwarding to the County.
- e. Provide engineering assistance and work with the County to manage the final design of water system relocation, improvements, and Betterments included in the Project.

iv. **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:

- a. Assign a single Project Coordinator/point of contact to participate in City's review of County-prepared Project final design deliverables and relevant technical team meetings related to City-owned park and recreation facilities, and coordinate all work, budget and information under this Agreement with the City's Project Manager.
- b. Review and provide input on County-prepared Project final design plans for street trees and landscaping in City ROW per City Code Title 11. Services to monitor existing street tree removals, new street tree installations, and landscaping installation in City ROW are not part of this Agreement and will be addressed in a future construction-phase agreement.
- c. Coordinate project planning and analysis work with the City's operation and maintenance staff for City Parks' facilities in the Project area.

- d. Review State-prepared Project design plan documents for consistency and coordination with planned and existing trail locations and connections.
 - e. Coordinate with BDS Planning and Zoning on any required permits or land use reviews.
 - f. Assist in resolving and finalizing the development agreement(s) needed for future greenway connectors.
 - g. Coordinate with the County to complete Non-Park Use Permit (NPUP) process.
 - h. Coordinate with the County and provide review comments for trail diversion or detour plans.
 - i. Coordinate the planning of mitigation actions to impacted organizations within Waterfront Park, such as the Portland Saturday Market and Japanese American Historical Plaza. Provide review comments for plans associated with the temporary and permanent improvements associated with the mitigation actions.
 - j. Review and provide comments on potential and identified impacts, evaluation of impacts, proposed mitigation of impacts, and final design and engineering plans that impact operations and maintenance of City Parks' facilities. Notify the City's Project Manager of all required revisions, for forwarding to the County.
 - 1. Review plans for proposed street tree removals and new street tree installations.
 - 2. Review plans for proposed landscaping installation in City right-of-way.
- v. **Bureau of Development Services ("BDS")**. Under the coordination of the City's Project Manager, BDS shall provide services as described below:
- a. Assign a single Project Coordinator/point of contact to participate in City's review of County-prepared Project final design deliverables and relevant technical team meetings, and coordinate all work, budget and information under this Agreement with the City's Project Manager.
 - b. 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.
- vi. **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:

- a. Assign a single Project Coordinator/point of contact to participate in City's review of County-prepared Project final design deliverables and relevant technical team meetings, and coordinate all work, budget and information under this Agreement with the City's Project Manager.
- b. 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.
- c. Provide technical planning assistance on County-prepared Project design deliverables and City permitting requirements associated with:
 - 1. Willamette River Greenway / Eastside Esplanade
 - 2. Bicycle and pedestrian access
 - 3. Public art (if applicable)
 - 4. Greenway connections
 - 5. City of Portland review process

vii. Portland Fire and Rescue ("PFR"). Under the coordination of the City's Project Manager, shall provide services as described below:

- a. Assign a single Project Coordinator/point of contact to participate in City's review of County-prepared Project final design deliverables and relevant technical team meetings, and coordinate all work, budget and information under this Agreement with the City's Project Manager.
- b. Review final design plans and specifications documents and technical analyses for coordination with the City's provision of fire response and emergency services.

viii. Portland Bureau of Emergency Management ("PBEM"). Under the coordination of the City's Project Manager, Portland Bureau of Emergency Management shall provide services as described below:

- a. Assign a single Project Coordinator/point of contact to participate in City's review of County-prepared Project final design deliverables and relevant technical team meetings, and coordinate all work, budget and information under this Agreement with the City's Project Manager.

b. Review final design plans and specifications documents and technical analyses for coordination with the City's provision of emergency management services.

ix. Additional Support Services by City Bureaus.

1. Review and approve the portions of monthly progress payments related to work that is to be reimbursed by the City.

2. Coordinate with the County regarding current and planned project activities as they impact adjacent properties and businesses.

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

a. City Project Manager

b. City Project Engineer(s)

c. City Project Planner(s)

d. Traffic Engineer(s)

e. Structural Engineer(s)

f. Bureau Project Coordinators for PWB, BES, BPS, BDS, PPR, and PFR

City Staffing
Plan, Exhibit A-4

	Meetings & Coordination	Design Packages PE 30%, 60%, 90%, 100%	TOTAL
PBOT	\$ 839,276	\$ 1,050,110	\$ 1,889,386
BES	\$ 41,186	\$ 94,900	\$ 136,087
PWB	\$ 21,499	\$ 36,560	\$ 58,059
BDS	\$ 149,760	\$ 274,320	\$ 424,080
BPS	\$ 19,213	\$ 10,783	\$ 29,996
PFR	\$ 5,334	\$ -	\$ 5,334
PBEM	\$ 2,776	\$ -	\$ 2,776
Parks	\$ 282,899	\$ 226,744	\$ 509,644
Total Amount Authorized			\$ 3,055,362