

**AMENDMENT NUMBER 01  
INTERGOVERNMENTAL AGREEMENT  
I-5 Rose Quarter Improvement Project  
CITY OF PORTLAND**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State,” and **CITY OF PORTLAND**, acting by and through its elected officials, hereinafter referred to as “City,” entered into on August 31, 2022. State and City are referred to herein individually each as a “Party” and collectively as “Parties.”

It has now been determined by State and City that the Agreement referenced above shall be amended to update and revise Exhibit B, “Project Schedule and Description of Work Packages”, Exhibit C, “Description of Services Provided by City”; and Exhibit D, “City Staffing Plan and Total Authorized Amount,” and to add new Exhibit E, “Documented Ownership Interest – package A and B”.

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

2. **Amendment to Agreement.**

a. **Exhibit B shall be deleted in its entirety and replaced with the attached Revised Exhibit B. All references to “Exhibit B” shall hereinafter be referred to as “Revised Exhibit B.”**

b. **Exhibit C shall be deleted in its entirety and replaced with the attached Revised Exhibit C. All references to “Exhibit C” shall hereinafter be referred to as “Revised Exhibit C.”**

c. **Exhibit D shall be deleted in its entirety and replaced with the attached Revised Exhibit D. All references to “Exhibit D” shall hereinafter be referred to as “Revised Exhibit D.”**

d. **RECITALS Paragraphs 12-14, which state:**

12. The State desires to engage the City’s services to perform certain planning and engineering services in support of the Project’s preliminary design phase (defined as up to 90% design completion for the Early Work Packages A, B and C and up to 30% design completion for the Main Construction Package), as well as services supporting the State’s supplemental environmental review of the proposed Hybrid 3 highway cover design concept under NEPA, which is to be prepared concurrently with preliminary design. The City will provide services to State regarding State’s work on City facilities and any modifications to the State’s system that

impact City facilities and this agreement lays out the terms of the collaboration.

13. The Parties desire to enter into this Agreement to provide a reimbursement process for preliminary engineering services provided by the City as part of the Project and to define City and State obligations associated with those services.

14. State and City will enter into separate agreements or an amendment to this agreement in the future to engage City services regarding City review of and permitting approvals for the State-prepared post-90% final design for the Early Work Packages and City review of and permitting approvals for State-prepared post-30% preliminary design for the Main Construction Package, as well as future construction support, right of way, public utilities, and maintenance and operation of the constructed Project facilities.

**Shall be deleted in their entirety and replaced with the following:**

12. The State desires to engage the City's services to perform certain planning and engineering services in support of the Project's preliminary design, supplemental environmental review and final design phases. The City will provide services to State regarding State's work on City facilities and any modifications to the State's system that impact City facilities and this Agreement lays out the terms of the collaboration.

13. The Parties desire to enter into this Agreement to provide a reimbursement process for such planning and engineering services provided by the City as part of the Project, and to define City and State obligations associated with those services.

14. State and City will enter into separate agreements or an amendment to this Agreement in the future to engage City services regarding City review of and permitting approvals for State-prepared post-30% preliminary design for the Main Construction Package, as well as future construction support, right of way, public utilities, and maintenance and operation of the constructed Project facilities.

**e. Insert new RECITALS Paragraphs 15-21, to read as follows:**

15. Agreement Scope and Funding:

- a. Early Work Packages: The Parties desire for this Agreement to advance Early Work Packages (EWP) A, B, and C design review and permitting through 100% final design and permit issuance to support the Project schedule, in line with the State's June 2023 Urban Mobility Strategy Finance Plan. EWPs A, B, and C are funded by this Agreement through 100% final design and permit issuance.

- b. Main Construction Package: The Parties also desire for this Agreement to include work to advance the Main Construction Package (MCP) design through 100% final design and permit issuance; however, this Agreement only funds MCP design up to 30%. Funding to advance the MCP beyond 30% design will be provided under a future, separate Amendment to this Agreement once funding is identified. Work on the MCP beyond 30% design is not authorized under this Agreement until such Amendment is executed and a notice to proceed is issued by ODOT.

16. The Parties desire for this Agreement to provide a reimbursement process for preliminary engineering and final design Services provided by City as detailed herein, including the addition of Bureau of Technology Services (BTS) and Prosper Portland (PP) as part of the Project.

17. As part of the I-5 Rose Quarter Improvement Project, the State notified BTS on September 28, 2021, that its facilities were in conflict with the proposed State Project and instructed BTS to begin planning to relocate its facilities if the Project is approved, pursuant to ORS 366.321.

18. State and City discovered during EWP A & B design work that ODOT's fiber-optic communication lines are intermingled with BTS fiber-optic lines and cannot easily be separated without lengthy shutdowns of the fiber-optic lines. The intermingled fiber lines provide lifeline functions for both Agencies. State will continue using portions of BTS relocated fiber-optic lines during construction of the Rose Quarter Improvement Project. State and BTS facilities will be separated at the end of construction of the Rose Quarter Improvement Project.

19. This Agreement funds planning and design work to inform ODOT's Project plans and determination of eligibility for reimbursement of fiber-optic cable relocation costs. This Agreement does not include funds for reimbursement of relocation costs and does not authorize the Parties to perform relocation work.

20. The precise locations of BTS's existing fiber-optic facilities are confidential and intentionally not shown in this Agreement. The existing co-mingled fiber-optic facilities to be relocated are within the project boundaries on State right of way approximately between the intersection of I-5 and I-405 and the intersection of I-5 and Holladay Street.

21. Pursuant to Oregon Revised Statutes (ORS) 190.110, ORS 366.205 and ORS 366.400, State may enter into contracts deemed necessary for the construction, maintenance, operation, improvement or betterment of highways or for the accomplishment of the purposes of ORS Chapter 366. City represents that it is a unit of local government for purposes of ORS 190.110.

**f. TERMS OF AGREEMENT Paragraph 1, page 3, which states:**

1. State is designing the I-5 Rose Quarter Improvement Project, hereinafter referred to as the "Project." As part of the Project, City will perform a variety of services for the Project during the preliminary design and supplemental environmental review phases, hereinafter referred to as "Services," that are summarized in Recitals Paragraph 12 and set forth in in greater detail in **Exhibit C**, attached hereto and by this reference made a part hereof. For the purpose of this Agreement, "preliminary design" means up to 90% design completion for the Early Work Packages A, B and C and up to 30% design completion for the Main Construction Package. The State completed the 60% design milestone for Early Work Packages A and B prior to the execution of this Agreement and City support services for the pre-60% design milestone for Early Work Packages A and B are not included as part of this agreement and are being addressed separately through the City's Early Assistance development review program.

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

1. State is designing the I-5 Rose Quarter Improvement Project, hereinafter referred to as the "Project." As part of the Project, City will perform a variety of services for the Project during the preliminary design, final design and supplemental environmental review phases, hereinafter referred to as "Services," that are summarized in Recitals Paragraph 12 and set forth in in greater detail in **Revised Exhibit C**, attached hereto and by this reference made a part hereof. For the purpose of this Agreement, "preliminary design" is defined as up to 90% design completion for each of the Project work packages. "Final design" is defined as from 90% -100% design completion and issuance of permits for each of the Project work packages. The State completed the 60% design milestone for Early Work Packages A and B prior to the execution of this Agreement and City support services for the pre-60% design milestone for Early Work Packages A and B are not included as part of this Agreement and are being addressed separately through the City's Early Assistance development review program.

**g. TERMS OF AGREEMENT Paragraph 2, page 3, which states:**

2. The estimate for the cost of City's Services on the Project is \$4,976,320. The State agrees to reimburse the City's actual direct and related indirect costs of the Project. The maximum amount that the State shall reimburse the City shall not exceed the "Total Amount Authorized," as indicated in Exhibit D. If City Services are anticipated to exceed the Total Amount Authorized, the City will notify State in writing with the cost estimate to

complete the Services and the City will not exceed the Total Amount Authorized until State approves in writing and this Agreement is amended to increase the Total Amount Authorized. The Total Amount Authorized includes compensation for Services provided by the City from January 1, 2019 to July 5, 2020, and related expenses, as well as Services provided by the City after the Execution Date of this Agreement (as defined in Terms of Agreement Paragraph 12, below).

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

2. The estimate for the cost of City's Services added to this Agreement through this Amendment 1 is **\$1,211,001**. The estimated total combined cost for City's Services under this Agreement is **\$6,187,321** to advance EWP A, B and C to 100% final design and permits as well as advance MCP to 30% preliminary design. This Agreement does not fund MCP past 30% preliminary design. The State agrees to reimburse the City's actual direct and related indirect costs of the Project; provided, however, that the maximum amount that the State shall reimburse the City shall not exceed the "Total Amount Authorized," as indicated in Table 3 of Revised Exhibit D. If City Services are anticipated to exceed the Total Amount Authorized, the City will notify State in writing with the cost estimate to complete the Services and the City will not exceed the Total Amount Authorized until State approves in writing and this Agreement is amended to increase the Total Amount Authorized. The Total Amount Authorized includes compensation for ODOT-approved Services provided by BTS from August 1, 2021, through termination of the Agreement, and ODOT-approved Services provided by Prosper Portland from October 1, 2023, through the termination of the Agreement. Future amendments to this Agreement will be necessary to define schedule and fees for assistance in advancing Main Construction Package from 30% preliminary design to 100% final design and permit issuance; as well as scope, schedule, services, and fees for assistance with Construction Inspection Services for all Early Work Packages and the Main Construction Package.

**h. TERMS OF AGREEMENT Paragraph 13, page 6, which states:**

13. This Agreement becomes effective on the last date all required signatures are obtained (Execution Date) and terminates on July 31, 2024.

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

13. This Agreement becomes effective on January 1, 2019 and terminates on December 31, 2025.

**i. Insert new CITY OBLIGATIONS, Paragraphs 19 – 22, to read as follows:**

19. The City Project Manager or designee shall assist State in developing a list of the permits or approvals necessary to complete the Project construction and implementation. However, 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.

20. If the Build Alternative is selected at the conclusion of the NEPA process, in accordance with the provisions of this Agreement, the City shall, when appropriate and in accordance with the Project schedule, issue Public Improvement Construction Permit(s) for the Project within the City right-of-way, which shall permit Project construction based on the final construction documents. The Public Improvement Construction Permit(s) do not authorize any work requiring a separate building or utility permit. If construction activities are phased by Contractor then multiple Public Improvement Construction permits may be needed. The City agrees to provide the end products identified as its responsibility in CITY OBLIGATIONS of this Agreement, or a reasonable substitute produced as agreed by the Parties. Public Improvement Construction Permit(s) fees are covered under the compensation outlined in Revised Exhibit D. The issuance of the Public Improvement Construction Permit(s) will occur after a Construction Agreement has been executed by State and City, and after a Notice to Proceed is provided in writing by State.

**21. CITY SHALL NOT WORK ON POST- 90% FINAL DESIGN BEFORE A NOTICE TO PROCEED IS PROVIDED IN WRITING FROM STATE. CITY SHALL NOT WORK ON POST 30% DESIGN FOR THE MCP BEFORE AN AMENDMENT TO THIS AGREEMENT ADDING FUNDING IS EXECUTED AND A NOTICE TO PROCEED IS PROVIDED IN WRITING FROM STATE.**

22. Under this Agreement, fiber-optic facilities relocation-related work to be performed by BTS includes fiber-optic facilities design, development of a Relocation Plan, development of fiber-optic facility relocation bid documents and purchase of fiber-optic cable (“BTS Relocation Work”). A future amendment to this Agreement will be necessary to define scope and services prior to the relocation and inspection work related to this design.

**j. STATE OBLIGATIONS, Paragraphs 1-2, Page 9, which state:**

1. State shall manage, schedule, and facilitate design subteam meetings for State and City to collaborate and develop assumptions for the preliminary engineering design documents as further laid out in **Exhibit B**.
2. State shall submit to the City copies of preliminary engineering design documents for City to review and comment at the relevant 30%, 60% and 90% stages for each preliminary design work package and participate in other Project coordination as further laid out in **Exhibits B** and **C**. State will prepare and submit City permitting and design review checklists with each design submittal to the City.

**Shall be deleted in their entirety and replaced with the following:**

1. State shall manage, schedule, and facilitate design subteam meetings for State and City to collaborate and develop assumptions for the preliminary engineering and final design documents as further laid out in Revised **Exhibit B**.
2. State shall submit to the City copies of design documents for City to review and comment at the relevant 30%, 60%, 90% and 100% design stages for each Project work package and participate in other Project coordination as further laid out in Revised **Exhibits B** and **C**. State will prepare and submit City permitting and design review checklists, using the checklist templates provided by the City, with each design submittal to the City.

**k. STATE OBLIGATIONS, Paragraph 8, Page 10, which states:**

8. In consideration for the services performed, State agrees to pay City within forty-five (45) days of receipt and approval by State of any City-submitted Project invoice, up to a maximum amount of \$4,976,320 (the Total Amount Authorized, as identified in Exhibit D). The maximum amount includes reimbursement for actual work performed for actual staff time costs and all expenses, including travel expenses. Travel expenses shall be reimbursed to Agency in accordance with the current State of Oregon Department of Administrative Services' rates.

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

8. In consideration for the Services performed, State agrees to pay City within forty-five (45) days of receipt and approval by State of any City-submitted Project invoice, up to a maximum amount of **\$6,187,321** (the Total Amount Authorized, as identified in Table 3 of Revised Exhibit D). The maximum amount includes reimbursement for actual direct and related indirect costs of the City's Services under this Agreement, including travel

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expenses. Travel expenses shall be reimbursed to City in accordance with the current State of Oregon Department of Administrative Services' rates.

**I. STATE OBLIGATIONS, Paragraph 9, Page 10, which states:**

9. State will manage the process to obtain all necessary City permitting information related to the relevant 30%, 60% and 90% design phases for the Project, whether the permits and information are obtained by its consultants or construction contractors.

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

9. State will manage the process to obtain all necessary City permits for the Project whether the permits are obtained by its consultants or construction contractors.

**m. STATE OBLIGATIONS, Paragraph 13, Page 11, which states:**

13. State's contact for this Agreement is the State Project Director, Megan Channell, 123 NW Flanders Street, Portland, OR 97209, 971-233-6510, [megan.channell@odot.oregon.gov](mailto:megan.channell@odot.oregon.gov), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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

13. State's contact for this Agreement is the Resident Engineer – Consultant Projects, Kerry Werner, P.E., 123 NW Flanders Street, Portland, OR 97209, 503-779-6211, [Kerry.werner@odot.oregon.gov](mailto:Kerry.werner@odot.oregon.gov) or assigned designee upon individual's absence. State shall notify City in writing of any contact information changes during the term of this Agreement.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. The Parties certify that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.
5. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments,



Exhibit A

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submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #19071) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

**CITY OF PORTLAND**, by and through its elected officials

**STATE OF OREGON**, by and through its Department of Transportation

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM**

**APPROVAL RECOMMENDED**

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

By \_\_\_\_\_  
Rose Quarter Project Director

Date \_\_\_\_\_

Date \_\_\_\_\_

**City Contact:**

Sharon Daleo  
1120 SW 5<sup>th</sup> Avenue, Suite 1331  
Portland, OR 97204  
503-823-8818  
[Sharon.Daleo@portlandoregon.gov](mailto:Sharon.Daleo@portlandoregon.gov)

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date: \_\_\_\_\_

**State Contact:**

Kerry Werner  
123 NW Flanders  
Portland, OR 97209  
503-779-6211  
[Kerry.werner@odot.oregon.gov](mailto:Kerry.werner@odot.oregon.gov)

## **Revised Exhibit B**

### **Project Schedule and Description of Work Packages**

#### **I. Introduction**

This schedule and description of work packages is intended to guide ODOT and the City through the preliminary design, supplemental environmental review, final design and permit issuance phases of the I-5 Rose Quarter Improvement Project. The supplemental environmental review phase includes an evaluation of the proposed Hybrid 3 highway cover design. Preliminary design is defined as up to 90% design completion for the Project work packages. Final design is defined as 90% - 100% design completion and permit issuance for the Project work packages.

The preliminary design milestones for City Services for this Agreement include:

- Early Work Package A: 60% - 90% design development
- Early Work Package B: 60% - 90% design development
- Early Work Package C: 30% - 90% design development
- Main Construction Package: 0-30% design development
- Main Construction Package: 30-90% design development (A future amendment to this Agreement is needed before this work can be performed)

The final design milestones for City Services for this Agreement include:

- Early Work Package A: 90% - 100% final design development and permit issuance
- Early Work Package B: 90% - 100% final design development and permit issuance
- Early Work Package C: 90% - 100% final design development and permit issuance
- Main Construction Package 90-100% final design development and permit issuance (A future amendment to this Agreement is needed before this work can be performed)

NEPA: Early Work Packages A, B, C and Main Construction Package will be advanced (from 90% preliminary design to 100% final design completion including issuance of permits) only after completion of the National Environmental Policy Act (NEPA) process and issuance of a NEPA decision document by the Federal Highway Administration. City may not undertake final design phase activities until ODOT issues a notice to proceed to final design in writing. If no NEPA decision document is issued by FHWA, City shall not perform final design work under this Agreement.

Unfunded Services: City Services will be required in the future to advance the MCP preliminary design from 30% to 90% design and final design from 90% to 100% final design and permit issuance as well as Construction Inspection Services for all Project work packages; however, this Agreement does not include funding for these future

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Services (“Unfunded Services”). A future amendment to this Agreement will be necessary to add funding for the Unfunded Services prior to performance of said Services by the City.

## **II. Deliverables and Schedule**

The preliminary design phase includes all activities necessary to develop and approve up to 90% design completion for the Early Work Packages A, B and C and Main Construction Package. The supplemental environmental review phase is concurrent with the preliminary design phase. ODOT and the City agree that the dates shown in Table 1 below constitute the intended schedule for advancing and completing the Project’s preliminary design phase. Anticipated dates may change as the Project progresses. ODOT will keep the City informed of revised milestone deliverable submittal dates beyond what is presented in the table below.

The final design phase for this Agreement includes all activities necessary to develop and approve from 90% preliminary design to 100% final design completion for Early Work Packages A, B and C, and Main Construction Package including issuance of City permits. City may not undertake 30-100% design work on the MCP unless this Agreement is amended to add funding for such work, and ODOT issues a notice to proceed in writing. City may not undertake final design phase activities under this Agreement until ODOT issues a notice to proceed in writing, after issuance of a NEPA decision document. If no NEPA decision document is issued by FHWA, City shall not perform final design work under this Agreement.

In addition to the major milestone deliverables listed in the table below, additional deliverables will include various other design technical reports and memoranda that support the primary deliverables, with an expected 10 business day review period by the City. ODOT commits to providing responses to the City’s submitted review comments, with an expected response time of 3-4 weeks depending on the volume of comments received.

Exhibit A

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**Table 1: Project Schedule**

	<b>Task / Deliverable</b>	<b>Completion Date</b>
<b>Main Construction Package</b>	30% Design	June 2025
	60% Design	TBD. Unfunded.
	90% Preliminary Design	TBD. Unfunded.
	100% Final Design	TBD. Unfunded.
<b>Early Work Package A</b>	30% Design*	<i>Completed July 2021</i>
	60% Design*	<i>Completed January 2022</i>
	90% Preliminary Design	<i>Completed October 2022</i>
	100% Final Design	June 2025
<b>Early Work Package B</b>	30% Design*	<i>Completed July 2021</i>
	60% Design*	<i>Completed March 2022</i>
	90% Preliminary Design	<i>Completed November 2022</i>
	100% Final Design	June 2025
<b>Early Work Package C</b>	30% Design	<i>Completed August 2022</i>
	60% Design	March 2025
	90% Preliminary Design	May 2025
	100% Final % Design	June 2025
<b>Revised Supplemental Environmental Assessment</b>	Revised Supplemental Technical Report Preparation Completion	<i>Completed September 2023</i>
	Publish Revised Supplemental Environmental Assessment and NEPA decision (FHWA)	March 2024

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Note: The State completed the 60% design milestone for Early Work Packages A and B prior to the execution of this Agreement. City support Services for the 30% and 60% design milestones for Early Work Packages A and B are not included as part of this agreement and are being addressed separately through the City's Early Assistance development review program.

### III. Description of Work Packages for Preliminary Design Phase

The following descriptions and illustrations reflect the preliminary design for the Project work packages. The work packages are being designed for future construction, pending completion of the updated environmental review process and preliminary design phase completion.



#### **Early Work Package A – Preliminary Design Phase, Key Features:**

- I-5 mainline improvements at the I-5 / I-405 interchange
- I-5 safety improvements to I-405 and Greeley Ave off ramps
- I-5 northbound retaining walls

#### **Early Work Package B – Preliminary Design Phase, Key Features:**

- I-5 mainline improvements south of I-5 / I-84 interchange
- I-5 safety improvements to I-84 and Morrison Bridge off-ramps
- I-5 retaining walls (northbound and southbound)
- Bridge barrier rail and Phase 1 seismic retrofits

#### **Early Work Package C – Preliminary Design Phase, Key Features:**

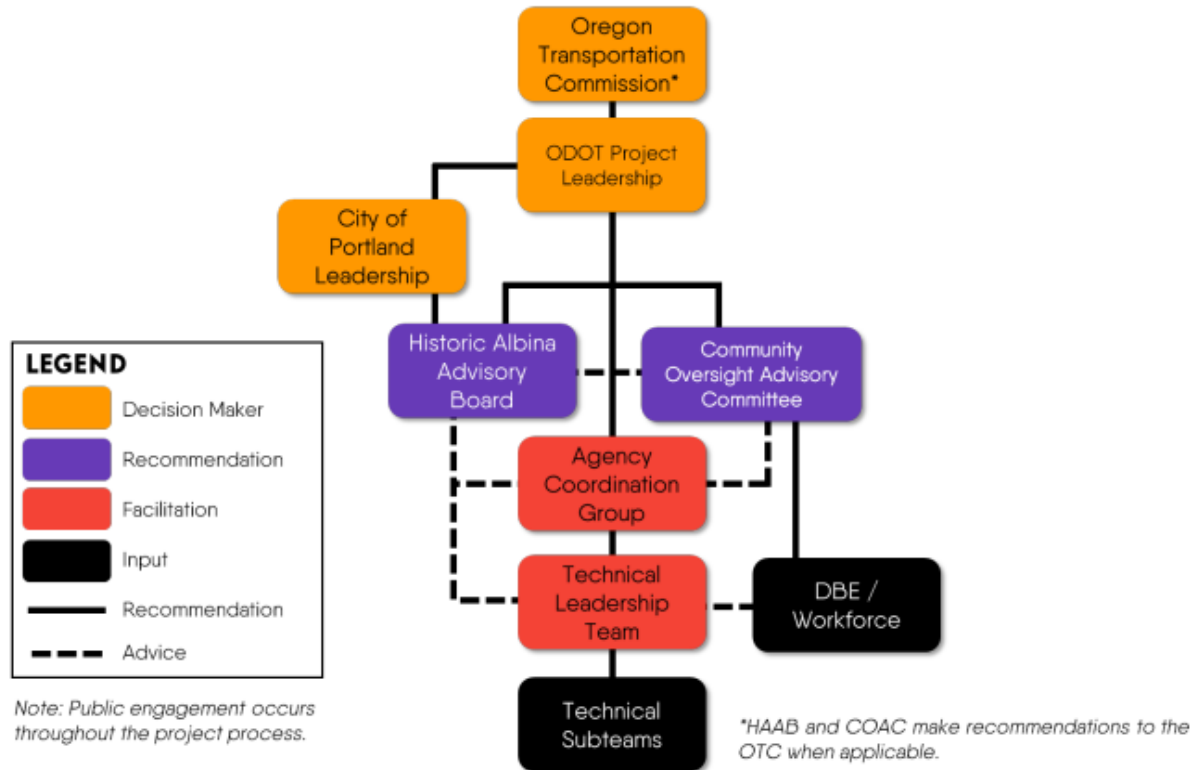
- I-5 mainline improvements and early work, , in central Project area prior to Main Construction Package

#### **Main Construction Package – Preliminary Design Phase, Key Features:**

- Highway Cover
- Local street improvements
- I-5 mainline improvements within highway cover area

#### IV. Project Governance Structure and Technical Subteam Meetings

Parties will work together collaboratively within the Project’s governance structure, as established by the State and illustrated below:



- **Oregon Transportation Commission:** Makes final Project decisions
- **Project Leadership:** ODOT leadership provides high-level guidance, advises the OTC and informs major decisions related to the Project’s design and construction, and coordinates with City leadership on decisions.
- **City of Portland Leadership:** Leads highway cover development process and coordinates with ODOT leadership on design, permitting, and construction as set forth in this Agreement.
- **Historic Albina Advisory Board:** Represents community values and interests of the historic Albina neighborhood and works collaboratively to shape Project outcomes for the maximum benefit of the project and community. Makes recommendations to Project Leadership on project design and construction, and directly to the Oregon Transportation Commission when appropriate. Makes recommendations to City of Portland leadership regarding highway cover long-term development scenarios and potential governance models as part of the City of Portland-led Community Framework Agreement process. Serves as the primary recommending body related to project and cover design.
- **Community Oversight Advisory Committee:** Reviews and provides feedback on the CM/GC’s DBE and workforce programs and practices. Makes recommendations to Project Leadership and directly to the OTC (when appropriate).

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- **Agency Coordination Group:** Facilitates project actions and decisions and needed agency coordination, elevates recommendations to Project Leadership as appropriate, informed by recommendations and feedback from HAAB and COAC. *(Invitees: ODOT, FHWA, Metro, TriMet, PPS, City. Rip City Management/Portland Trail Blazers will be invited as a guest to meetings related to event management and circulation.)*
- **Technical Leadership Team:** Works through technical design and construction issues, Project analysis, and recommends technical decisions *(Invitees: ODOT, FHWA, Metro, TriMet, PPS, City)*
- **Subteams (Technical, DBE/Workforce, Public Engagement/Communications):** Conducts day-to-day project development activities *(Invitees: ODOT, FHWA, Metro, TriMet, PPS, City, Rip City Management/Portland Trail Blazers)*
- **Federal Decisions/Approvals:** NEPA Process and Documentation, Funding/Financing Plan, Contract Documents, DBE/Workforce Program

Parties will work together collaboratively through the following project management and technical subteams:

Technical Subteam Meetings
Traffic Operations
Vissim Meetings
Local Streets
Freeway
Utilities/Drainage
Structures
Urban Design
Transit
Design Integration
Technical Leadership Team (TLT)
Project Management Group (PMG)
Highway Cover Development (CFA)
RCM/City/ODOT

Technical Focus Group Meetings (occurs as needed)
ITS
MOT
Signing
Fire, Life, Safety
Streetcar
Active Transportation

## **Revised Exhibit C**

### **Description of Services Provided by City**

City shall perform the activities identified in this Revised Exhibit C for the work packages described in Revised **Exhibit B** through Services associated with (1) supplemental environmental review, (2) Preliminary Engineering of EWP's A, B & C up to 90% design and the Main Construction Package (MCP) up to 30% design, and (3) Services associated with EWP's A, B & C final design through 100% and permit issuance, all by December 31, 2025, if authorized by ODOT via a written notice to proceed. City shall also perform the following activities identified in this Revised Exhibit C for the MCP from 30-100% design and permit issuance and Construction Inspection Services, only upon execution of an Amendment to this Agreement adding funding to advance such Services and issuance of a written Notice To Proceed by ODOT.

**A. City Staffing Plan.** The City shall provide the staff and Services necessary to review, provide comment on, and identify revisions to the supplemental environmental review, preliminary design, final design, and permit issuance deliverables to assist the State in completing the environmental, preliminary design, final design, and permit issuance phases of the Project on budget and in accordance with the Project schedule. During the Project, the City shall make available the persons identified in Revised **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 supplemental environmental review, preliminary design, final design and permit issuance phases of the Project and as may be necessary.

**B. Ensuring No Adverse Effects to City.** The City's Services to review, provide comment on, and identify revisions to the supplemental environmental review and preliminary and final design deliverables, and the issuance of permits are intended to ensure: (1) that the 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 transit, bicycle, pedestrian streetcar, and vehicular traffic is adequately provided for; (4) that public health, safety, and welfare, including without limitation, aesthetic, environmental, and commercial values are not adversely affected; and (5) as we work toward these goals, monitor that the project contributes to a Portland that is more equitable and that has a smaller carbon footprint.

**C. Compensation.** The City's compensation for Services provided under this Agreement shall be broken down into at least three (3) parts: (1) Environmental (NEPA) ; (2) Preliminary Engineering (to 90% design for Early Work Packages A, B and C and to 30% design for Main Construction Package(MCP) and; 3) Final Design and Permit Issuance for EWP's A, B & C. Compensation for future phases: Construction, Post 30% Preliminary Design and Final Design and Permit



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Issuance for MCP, Construction Inspection, and Close Out would be handled through a separate agreement or incorporated into this Agreement by amendment.

The City's compensation for Services is detailed in Revised **Exhibit D**, up to the Total Amount Authorized identified in Table 3 of Revised **Exhibit D**.

The Parties agree that line-item budgets for each task / deliverable milestone, per Revised Exhibits B and C, may be reallocated between City Bureaus within this Agreement without further amendment, when approved by the City and State Project Managers and affected City Bureau Directors so long as the overall approved budget amount for the respective deliverable milestone in this Agreement is not exceeded.

**D. Community Relations.** City will provide sufficient staff to support State-led public involvement and communications tasks including but not limited to the following:

- Project advisory committees
- Open Houses, Workshops, and Other Public Meetings
- Preparation meetings for public meetings
- Strategy & messaging development in support of the Public Involvement and Communications Plan
- Review and dissemination of public involvement and communications materials
- The City will lead presentations to City-sponsored committees, with assistance from the State.

**C. Betterments/Cost Sharing.** The City agrees that it shall specify and provide or pay costs for any Betterments that are incorporated into the Project at the request of the City and approved by the State. The Parties shall, through amendment of this Agreement, negotiate the work scope and cost of such Betterments prior to State 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 Staff.** City shall assign the following personnel to the Project:

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1. City Project Manager
2. City Project Planners(s)
3. City Project Engineer(s)
4. City Civil and Traffic Engineer(s)
5. City Structural Engineer(s)
6. Tree Inspector(s)
7. Bureau Project Coordinator(s) for each of the following: Portland Water Bureau (PWB), Bureau of Environmental Services (BES), Bureau of Development Services (BDS), Bureau of Planning and Sustainability (BPS), Bureau of Parks and Recreation (PP&R), Bureau of Technology Services (BTS), and Prosper Portland.

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

1. Supply copies of all available file data on all existing facilities as requested by the State 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 final design. Any reliance on the data by State shall be at its own risk.
2. Supply necessary City permitting requirements related to the 30%, 60%, 90% preliminary design and 100% final design phases of EWP's A, B & C, and up to 30% design of the MCP in substantial conformance with Revised **Exhibit D** Supply necessary City permitting requirements related to the 60% and 90% preliminary design, 100% final design phases of the MCP once funding for such phases has been amended into this Agreement. City shall review, comment on, identify revisions and approve permitting documents and issue applicable permits for each individual work package, per the City's scope of Services described in Revised **Exhibits C** and **D**, and based on the schedule provided in Revised **Exhibit B**.
3. City shall assist in the State's development of the Highway Cover Design Criteria for the highway cover structure to ensure that future building development on the cover is compatible with existing and/or amended City requirements. See City Obligations Paragraph 9 for highway cover development design criteria.
4. City shall support the development of an arts program for the Project in collaboration with the community and other local partners.

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5. Review, provide comments, identify revisions, as necessary, to the Project plans as provided for in this Agreement. All comment submittals from the City must be provided to the State in the State's requested comment log format via Procore. Plan sheets with redlines and comments may be submitted in addition for clarification, but the comments must be entered in the comment log via Procore to be considered. City shall submit one consolidated comment log to the State for each of the deliverable reviews.
6. Regularly attend, prepare for, and actively participate in relevant technical design subteam meetings, to be hosted by the State at the Project office at 240 N. Broadway, Portland, OR 97227 and/or made available in a virtual format. The City Project Manager is responsible for assigning City staff to each of the design subteams, in consultation with the State.
7. The City Project Manager shall coordinate comments from all City bureaus and shall assist in resolution of all Project issues raised by any City bureau prior to submitting the consolidated set of comments to the State.
8. Cooperate fully with the City's Project Manager, State's Project Manager, and City and State designated representatives as reasonably necessary to assist in the timely and proper completion of the Project deliverables.

### **(i) Portland Bureau of Transportation ("PBOT").**

1. Major Projects and Partnerships (MPP) Division. Under the coordination of the City's Project Manager, MPP 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 Manager and other positions as identified in the Agreement.
  - (c) Assist in and coordinate all plan reviews.
  - (d) Assist BPS in development of scope of work for the highway cover use and development process and Community Framework Agreement.
  - (e) Assist in resolution of design and permitting considerations and issues in collaboration with State.
  - (f) Coordinate and track compliance with all City permits.

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- (g) Provide assistance in City budget development, monitoring, tracking, and billing for all City bureaus and other entities. Prepare budget status reports as required.
  - (h) Assist ODOT in coordinating the relocation of all publicly owned utilities.
  - (i) Assist ODOT-led Project presentations to committees and advisory groups related to the Project's community engagement and Disadvantaged Business Enterprises and Workforce programs.
  - (j) Act as the lead City agency to lead the coordinating, scheduling and presenting to City-sponsored committees.
2. Traffic Design Section (TDS). Under the coordination of the City's Project Manager, PBOT's TDS shall provide Services as described below:
- (a) Assist in resolution of City comments on traffic and jurisdictional design criteria requirements related to supplemental environmental evaluation and preliminary and final design deliverables.
  - (b) 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.
  - (c) Review and provide comment on State-prepared Project traffic modelling including Synchro, VISSIM, and VISSUM models, specifically to consider multimodal operations.
  - (d) Review, provide comment, and identify revisions as necessary for all pavement markings, traffic signs, and other work affecting vehicular, transit, bicycle and pedestrian traffic within City right-of-way and as it interfaces with State right-of-way developed as part of the preliminary and final design phases. Notify the City's Project Manager of all identified comments and revisions, for the City Project Manager's consolidation in the comment logs and forwarding to State.
  - (e) Review, provide comment, and identify revisions, as necessary, to State-prepared analyses for traffic control to be performed as part of the design and construction efforts.

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- (f) Assist in resolution of all traffic related design and anticipated construction issues.
- (g) Provide input into State's development of construction phasing concepts for future incorporation into the CM/GC's construction documents, with specific attention to maintenance of streetcar operations during the construction phase.
- (h) Provide input into the State's development of a cost-effective approach for continued Portland Streetcar operation during Project construction.

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

- (a) Assist in resolution of City's civil related design issues.
- (b) Assist in the resolution and documentation of all necessary City design exceptions.
- (c) Review, provide comment, and identify revisions, as necessary, to State-prepared civil design deliverables. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.
- (d) Provide necessary staffing and support Services to cover the City's involvement in utility coordination and relocation in support of the State-prepared Project design plans.
- (e) Review, provide comment, and identify revisions as necessary to civil improvements and new facilities as part of the State-led Project design. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to the State.

4. Bridges and Structures (BAS) Section. Under the coordination of the City's Project Manager, BAS shall provide Services as described below:

- (a) Assist in resolution of City structures design and anticipated construction issues on or impacting City ROW.
- (b) Review, provide comment, and identify revisions to, as necessary, the State-prepared structural design, including the highway cover structures (State will retain ownership of highway cover structures). Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.

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- (c) Review, provide comments, and identify guidance and revisions, as necessary, for State-prepared Project design for structural improvements, modifications and new facilities in the City's ROW. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.

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

- (a) Assign a signals engineer and street lighting engineer to participate in City's review of State-prepared Project design and supplemental environmental review deliverables and relevant technical team meetings, and coordinate all work, budget and information covered under this Agreement with the City's Project Manager.
- (b) Review, provide comment, and identify revisions, as necessary, to the State-prepared Project design plans 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 State.
- (c) Review, provide comment, and identify revisions, as necessary, to the State-prepared Project design plans for City street lighting facilities in the Project area. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.

Provide input into State's development of construction phasing concepts for future incorporation into the CM/GC's construction documents, with specific attention to maintenance of streetcar operations during the construction phase.

- (d) Review and provide comment to State-prepared Project traffic modelling including Synchro, VISSIM, and VISSUM models, specifically to consider multimodal operations. Review State-prepared Project design review deliverables and participate in relevant technical team meetings related to City ITS facilities, and coordinate all work, budget, and information under this Agreement with the City's Project Manager.

6. Transportation Policy & Planning Division. Under the coordination of the

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City's Project Manager, the Transportation Policy & Planning Division shall provide Services as described below:

- (a) 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.
- (b) Review, provide comment, and identify revisions, as necessary, to State-prepared project design of multimodal traffic and other design work affecting transit, bicycle, pedestrian, freight and ADA traffic. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.
- (c) Assist BPS in preparing the scope of work for the highway cover use and development process and Community Framework Agreement, to determine roles and responsibilities and timeline for the City's future role in the community framework agreement and to ensure the highway, local streets and resulting land parcels within the Project area are coordinated (see BPS Services below as lead).
- (d) Assist BPS in the development of a range of development concepts/scenarios (e.g., open space, mixed use residential, community commercial, interim uses), considering elements identified in the community visioning process during the Independent Highway Cover Assessment, when preparing the scope of work for the highway cover use and development process and Community Framework Agreement.

7. Construction Inspection & Pavement Management (CON). Under the coordination of the City's Project Manager, CON shall provide Services as described below:

- (a) No Services shall be provided by CON in supplemental environmental evaluation phase as part of this Agreement
- (b) Assist with constructability reviews of CM/GC work packages as applicable in EWP and MCP preliminary and final design

8. Right of Way Programs & Permitting (RWPP). Under the coordination of the City's Project Manager, RWPP shall provide Services as described below:

- 1. Provide necessary City staffing and support Services for the State-led ROW process, including ROW coordination related

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to City-owned and controlled parcels and for the right-of-way acquisition of parcels to be owned or controlled by the City upon completion of construction. RWPP shall review and provide comments on property rights to be acquired;

Any future ROW transfer will be addressed as part of the ROW process and in a separate ROW agreement, as necessary.

9. Streetcar. Under the coordination of the City's Project Manager, PBOT's Streetcar team shall provide Services as described below:

- (a) Assist in resolution of City streetcar related design and anticipated construction issues.
- (b) 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 and final design phase(s). Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.
- (c) Review, provide comment, 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.
- (d) Provide input into State's development of construction phasing plans for future incorporation into the CM/GC's construction documents.

**(ii) 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 to participate in City's review of State-prepared Project designs and supplemental environmental review 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.



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2. Assign a single Project Coordinator as the point of contact for all work related to implementation of the City's "Stormwater Management" Manual and identification of relevant guidance for State-prepared design plans.
3. Provide necessary staffing and support Services to cover BES's involvement in utility coordination and relocation.
4. Review and provide comments on State-prepared preliminary and final engineering plans for all storm, sanitary, combined sewerage and stormwater management facilities. Notify the City's Project Manager of all identified revisions, for City Project Manager's consolidation in the comment logs and forwarding to State.

### **(iii) 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 to participate in City's review of State-prepared Project designs and supplemental environmental review 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.
2. Review and provide comments on State-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 State.
3. Provide engineering input on State-prepared preliminary and final engineering of water system relocation, and improvements, included in the Project.

### **(iv) Bureau of Technology Services ("BTS")**

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

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

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2. BTS Relocation Work includes fiber-optic facilities design, development of a Relocation Plan, development of fiber-optic facility relocation bid documents and purchase of fiber-optic cable, related to the relocation of BTS fiber optic lines. A future amendment to this Agreement and a written Notice to Proceed must be issued to define scope and services prior to the performance of relocation or inspection work.

**(v) 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 to participate in City's review of State-prepared Project designs and supplemental environmental review deliverables and relevant technical team meetings, and coordinate all work, budget and information under this Agreement with the City's Project Manager.
2. Assist in the identification of all Project elements located outside of City of Portland right-of-way requiring a land use approval or building permit. Provide process management advice for processing of the land use approvals and building permits for the Project elements needing those approvals or permits. Review of these portions of the system shall be conducted according to the requirements of the Oregon State Specialty Building Codes, and National Fire Protection Association (NFPA) standards and requirements in effect at time of applications, and pertinent portions of Portland City Code Titles 10, 11 24, 25, 26, 27, 32, and 33. Review times shall conform to the requirements in the City Code. BDS shall exercise good faith to review Project plans and specifications in a timely manner consistent with the Project schedule. Upon satisfactory completion of this and other reviews required by this Agreement, BDS shall issue necessary construction permit(s).
3. Provide process management advice to State on design, environmental, historic, design reviews and land use actions as required. Assign a process manager for permits and a senior planner for the land use reviews. These individuals will assist and work with PBOT and State to streamline the approval processes.
4. Representing the City, BDS will be a member of the Authority Having Jurisdiction (AHJ) as identified in NFPA 502 to support the review and approval of the State-prepared Project Fire, Life, Safety design for the highway cover structure.
5. Assist in development of the State's Highway Cover structural design criteria to ensure that future building development on the cover is compatible with existing and/or amended City requirements.

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6. Participate in meetings and processes associated with the scoping for the future Community Framework Agreement process.
7. Lead the development agreement process in consultation with other City Bureaus and ODOT, including development and finalization of the development agreements as needed for future greenway or Green Loop connectors.

**(vi) Bureau of Parks and Recreation ("PP&R")**

Under the coordination of the City's Project Manager, PP&R's planning and capital projects development, and forestry section shall provide Services as described below:

1. Assign a single Project Coordinator/point of contact to participate in City's review of State-prepared Project designs and supplemental environmental review 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.
2. Review and provide input on State-prepared Project 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.
3. Review and comment on State-prepared Project design plan documents for improvements affecting PP&R properties in the Project area.
4. Review State-prepared Project design plan documents for consistency and coordination with planned and existing trail locations and connections.
5. Coordinate with BDS Planning and Zoning on any required permits or land use reviews.
6. Assist BDS in resolving and finalizing the development agreement(s) needed for future greenway connectors.
7. Coordinate with the design-build Bridge contractor to complete any necessary Non-Park Use Permit (NPUP) process and trail diversion or detour plans as needed.
8. Assist in the development of a range of development concepts/scenarios (e.g. open space, mixed use residential, community commercial, interim uses), considering elements identified in the community visioning process during the Independent Highway Cover Assessment.

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**(vii) 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 to participate in City's review of State-prepared Project designs and supplemental environmental review deliverables and relevant technical team meetings, and coordinate all work, budget and information under this Agreement with the City's Project Manager.
2. Lead the scope of work development for the highway cover use and development process and Community Framework Agreement, in coordination with the State and other city bureau partners, to determine roles and responsibilities and timeline for the City's future role in the Community Framework Agreement and to ensure the highway, local streets and resulting land parcels within the Project area are coordinated. This includes leading the development of a community-wide engagement strategy, as part of the scope of work, that will review the community visioning process and framework agreement from the Independent Highway Cover Assessment. This also includes the preparation of a conceptual road map that looks at existing and proposed land uses, infrastructure needs, potential zoning code amendments and design guidelines for the new land created by the Project. This work will be done in partnership with the State, community, and other stakeholders.
3. Lead the development of a range of development concepts/scenarios (e.g., open space, mixed use residential, community commercial, interim uses, etc.) considering elements identified in the community visioning process during the Independent Highway Cover Assessment when preparing the scope of work for the highway cover use and development process and Community Framework Agreement.
4. Assist in development of the State's Highway Cover structural design criteria to ensure that future building development on the cover is compatible with existing and/or amended City requirements.
5. Assist in the development of an arts program for the Project in collaboration with the community and other local partners.
6. Review updated State-prepared Project design plan documents for consistency and coordination with the planning for the Central City 2035 and Facility Plan. Identify any potential changes to zoning codes, urban design plans, and district plans.
7. Provide technical planning assistance on State-prepared Project design deliverables and City permitting requirements associated with:

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- Rose Quarter Transit Center
- Willamette River Greenway / Eastside Esplanade
- Bicycle and pedestrian access
- Public art
- Greenway and Green Loop connections
- City of Portland review process

**(viii) Prosper Portland (PP)**

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

1. Assign a single Project Coordinator/point of contact to participate in City's review of State-prepared Project design deliverables and relevant technical team meetings, and coordinate all work, budget and information under this Agreement with the City's Project Manager.
2. Review updated State-prepared Project design plan documents for consistency and coordination with the planning and design of the highway cover, specifically the location and dimension of the newly created parcels to support interim and long-term land development opportunities that further community project priorities.
3. Provide technical assistance to the State focused on highway cover development, including participating in community engagement in coordination with the HAAB and broader outreach efforts, the market and economic analysis, and governance strategy definition for development scenarios that further the identified community priorities, in coordination with the State.
4. Provide technical assistance and real estate strategy assistance to the State related to interim uses and long-term development as well as the disposition of remnant lands to be made available for community development, in coordination with the State.

**Revised Exhibit D**  
**City Staffing Plan and Total Authorized Amount (page 1 of 3)**

The total estimate per bureau and per phase of the original Agreement is as follows:

**Table 1**

	Environmental	EWP (30,60,90%)	MCP (PE 30%)	Scope Hwy Cover / Community Framework	TOTAL - Original IGA
<b>PBOT</b>	\$ 351,160	\$ 797,852	\$ 1,814,789	\$ 125,666	\$ 3,089,467
<b>BES</b>	\$ 29,348	\$ 100,477	\$ 55,688		\$ 185,513
<b>PWB</b>	\$ 30,021	\$ 97,849	\$ 57,231		\$ 185,101
<b>BDS</b>	\$ 45,720	\$ 153,540	\$ 185,040		\$ 384,300
<b>BPS</b>	\$ 44,708	\$ 9,630	\$ 262,566	\$ 230,039	\$ 546,943
<b>Parks</b>	\$ 30,507	\$ 28,317	\$ 36,734		\$ 95,557
<b>BTS</b>	\$ -	\$ -			\$ -
<b>Prosper Portland</b>	\$ -	\$ -	\$ -		\$ -
<b>Subtotal by phase</b>					
	\$ 531,464	\$ 1,187,666	\$ 2,412,047	\$ 355,705	\$ 4,486,882
Subtotal January 1, 2019 - July 5, 2020					\$ 489,438
<b>Total Amount Authorized - IGA</b>					\$ 4,976,320

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**Revised Exhibit D**  
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The total estimate per bureau and per phase added through Amendment No 1 of this Agreement is as follows:

**Table 2**

	Environmental	Advance EWP to 100% Design & Permitting	Advance MCP to 30% Design	Scope Hwy Cover / Community Framework	TOTAL -Amendment 1
<b>PBOT</b>		\$ 270,300	\$ 411,301		\$ 681,601
<b>BES</b>		\$ -	\$ -		\$ -
<b>PWB</b>		\$ 28,800	\$ 31,130		\$ 59,930
<b>BDS</b>		\$ -	\$ -		\$ -
<b>BPS</b>		\$ -	\$ -		\$ -
<b>Parks</b>		\$ 28,307	\$ 36,363		\$ 64,669
<b>BTS</b>		\$ 173,749	\$ 9,877		\$ 183,625
<b>Prosper Portland</b>		\$ -	\$ 221,175		\$ 221,175
<b>Subtotal by phase</b>	\$ -	\$ 501,155	\$ 709,846	\$ -	\$ 1,211,001
<b>Total Amount Authorized - IGA Amendment 1</b>					\$ 1,211,001

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**Revised Exhibit D**  
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The revised total estimate per bureau and per phase under this Agreement, as amended, is as follows (Table 1+Table 2 = Table 3):

**Table 3**

	Environmental	EWP's - Thru 100% FD & Permitting	MCP - Thru 30% PE	Scope Hwy Cover / Community Framework	TOTAL - Revised IGA
<b>PBOT</b>	\$ 351,160	\$ 1,068,153	\$ 2,226,090	\$ 125,666	\$ 3,771,068
<b>BES</b>	\$ 29,348	\$ 100,477	\$ 55,688		\$ 185,513
<b>PWB</b>	\$ 30,021	\$ 126,649	\$ 88,361		\$ 245,032
<b>BDS</b>	\$ 45,720	\$ 153,540	\$ 185,040		\$ 384,300
<b>BPS</b>	\$ 44,708	\$ 9,630	\$ 262,566	\$ 230,039	\$ 546,943
<b>Parks</b>	\$ 30,507	\$ 56,624	\$ 73,096		\$ 160,227
<b>BTS</b>	\$ -	\$ 173,749	\$ 9,877		\$ 183,625
<b>Prosper Portland</b>	\$ -	\$ -	\$ 221,175		\$ 221,175
<b>Subtotal by phase</b>	\$ 531,464	\$ 1,688,821	\$ 3,121,893	\$ 355,705	\$ 5,697,883
Subtotal January 1, 2019 - July 5, 2020					\$ 489,438
<b>Total Amount Authorized - IGA</b>					\$ 6,187,321

Hours and subtotal by phase item budgets identified in Revised **Exhibit D** are estimates; however, City shall not perform work that would cause its charges to exceed the estimated amount for each subtotal by phase without seeking prior written approval from State authorizing the additional work.

Under no circumstances shall State's payment obligations under this Agreement exceed the identified Total Amount Authorized in Revised **Exhibit D**.

City's hourly rates for Services provided by city staff shall not exceed \$200 per hour.