

# INTERGOVERNMENTAL AGREEMENT

This agreement is entered into by the City of Portland, a municipality of the State of Oregon, through its Bureau of Environmental Services (the City or BES) and Multnomah County Oregon (the County).

## RECITALS

A. The City of Portland, BES, has designed the West Side Combined Sewer Overflow (CSO) Tunnel, Shafts, Pump Station and Pipeline Project (West Side CSO) to comply with the Amended Stipulated and Final Order (ASFO) issued by the Department of Environmental Quality, requiring the City to reduce combined sewer overflows to the Willamette River;

B. The West Side CSO facilities are described in the Contract Documents for the project, which include plans, specifications and Geotechnical Baseline Report;

C. A portion of the West Side CSO project includes a large diameter tunnel which will cross under four (4) bridges or their approaches (alternatively referred to as ramps): Hawthorne, Morrison, Burnside and Broadway bridges;

D. With respect to the above-named bridges covered by this Agreement, ORS 382.305 et.seq. imposes an obligation on the County to "maintain, keep in good condition and repair and operate the bridges and their approaches";

E. The City of Portland is the owner or road jurisdiction authority for certain property and/or Street Right-of-Way interests under the Hawthorne, Morrison, Burnside and Broadway Bridges;

F. Consistent with the statutory mandate referenced above, the County maintains and operates the Hawthorne, Morrison, Broadway and Burnside bridges;

G. The parties agree that it is in the public's interest for the City to implement its West Side CSO Project. The parties also agree that the County is required to maintain, keep in good condition and repair and operate the bridges and their approaches, as mandated under ORS 382.305

H. Both parties desire to enter into an agreement to protect both parties' interests;

I. The parties desire to provide for access and work protocols under and around the County bridges to protect bridge structures during construction and operation of the City's facilities;

NOW THEREFORE, the parties agree to the following terms and conditions for construction and operation of the City's West Side CSO Project:

## I. MULTNOMAH COUNTY

A. During the time period of construction, the County will allow access as reasonably required for the City and its tunnel construction contractor to install and read settlement monitors on bridge structures (work covered by County Permit No. 59929-32).

B. During the time period of the Broadway Bridge Renovation Project, the County will provide updated schedules to the City identifying when work will take place over City of Portland right-of-way in NW Front Avenue (NW Naito Parkway). The County will cooperate with the City to minimize any impacts to both the WCSO project and the bridge rehabilitation project.

C. The County will provide 24 hour emergency contact, including name and phone number, for use during construction activities.

## II. CITY OF PORTLAND

A. Upon request from the County, the City will provide copies of the Contract Documents pertaining to WCSO work under and around the County Bridges and any significant revisions, changes or amendments to those documents.

B. The City will conduct the activities outlined in this Agreement in cooperation with the County and in a manner that will avoid any material disruption to the County's operation, maintenance and management of the Broadway, Burnside, Hawthorne and Morrison Bridges.

C. BES will modify current plans for pre-construction ground improvements at the Broadway and Burnside bridges as follows:

(1) Broadway Bridge: To minimize the potential for interference of the jet grout wall with the foundation of the Broadway Bridge, BES will field-locate existing utilities. Based on the location of the utilities, BES will move the location of the jet grout wall to the east by at least one foot, or more if reasonably possible.

(2) Burnside Bridge: In addition to the jet-grouted zone, BES will install compensation grout pipes prior to tunneling. The pipes will be made ready for immediate use to mitigate any significant ground losses that occur during tunneling.

D. For each County bridge, BES will develop an "Action and Response Plan" for use in the event that movements exceed the Action Level or Maximum Limit. BES will submit the Plan for each bridge to the County for review at least 60 days before tunneling reaches that bridge. Development of the Plans will include the following steps:

- (1) List possible causes of excessive movement, including typical sources of ground loss during soft-ground tunneling.
- (2) For each possible cause of excessive movement, identify possible actions to stop the movement. Also identify resources required for each action, such as written procedures, equipment, material and specialized personnel.

- (3) List possible responses in the event that excessive movement occurs such as; (a) traffic detour plans; (b) inspecting for structural damage; (c) compensation grouting; (d) shoring.
- (4) For each possible cause of excessive movement, state what actions and responses will be taken when movement reaches: (a) Action Level, and (b) Maximum Limit.
- (5) Identify BES personnel who will be responsible for implementing the Action and Response Plans.

E. BES will provide Multnomah County with copies of contractor submittals regarding grouting for ground improvements in accordance with the project specifications cited in Recital B. These submittals will be provided to the County at least 21 days before the start of grouting work at each bridge to give sufficient time for review and comment. The County will forward written comments on the submittals to BES for review within 14 days of the time of receipt.

F. Prior to work under each of the County bridges, including ground improvement work, BES will conduct a pre-construction survey of the portion of the bridge near the CSO tunnel as specified in the Geotechnical Baseline Report cited in Recital B. The surveys will document cracks, movements and other pre-existing signs of distress or damage. After the tunnel is completed under each bridge, BES will re-survey the structure for damage caused by tunneling. Pre- and post-construction survey documentation will include field notes, photographs and/or videotapes. BES will coordinate planning and execution of the surveys with the County. BES will also provide copies of all survey documentation to the County.

G. BES will provide notice to Multnomah County seven days in advance of BES or BES's contractor personnel and equipment working under any of the four County bridges.

H. BES will work with County personnel to coordinate schedules, as necessary to ensure that both agencies can complete their work.

I. BES will monitor movement of the bridge structures during tunnel construction in accordance with the project's Contract Documents. Modification of the movement monitoring schedule may be made during construction, as deemed necessary by BES.

J. At least 60 days before tunneling reaches each bridge, BES will submit to the County a final Settlement Monitoring Plan for that bridge. Each Plan will include the following:

- (1) Monitoring schedule
- (2) Plan for submitting data to County including:
  - (2.1) Format in which data will be transmitted
  - (2.2) Schedule for data transmittals
  - (2.3) Transmittal method (e-mail)
  - (2.4) Addressee at County
- (3) Identification of key personnel including:
  - (3.1) Person at BES (lead "Owner's Representative") with primary responsibility and authority for the monitoring program, including interpretation and distribution of monitoring data
  - (3.2) Other BES personnel with similar responsibilities and authority when lead Owner's Representative is not on duty

(3.3) Person at County with primary responsibility for tracking BES's monitoring program.

(3.4) Back-up personnel at County.

(4) Communication plan between BES and County including:

(4.1) Contact list for 24-hour-a-day, seven-day-a-week schedule

(4.2) Call procedure with instructions on priority and order of calling during each work shift

(4.3) Numbers for office phones, cell phones, home phones and pagers

(4.4) Fax numbers

(4.5) E-mail addresses

K. During the tunneling activity within an area bounded by a 100 feet distance on either side of the bridge, BES will monitor, evaluate and follow up on bridge movements as follows:

(1) BES surveyors will check elevations at each bridge column at least once every four hours.

(2) BES will evaluate the survey data within two hours after each survey is taken. Any actual movements of bridge columns will be compared to the Action Levels and Maximum Limits set forth in the Contract Documents.

(3) In the event that movement and/or differential movement at a County bridge meets or exceeds either of these levels, BES will:

(3.1) Notify the County as soon as possible after the excessive movement is determined;

(3.2) Within two hours of the time when the excessive movement is determined, carry out a preliminary inspection of the bridge to look for obvious signs of structural distress. Notify the County immediately if any such signs are observed by calling the County contact person listed in the Settlement Monitoring Plan described in Article J (4) above;

(3.3) Within 48 hours of the time when the excessive movement is determined, carry out a detailed inspection of the bridge similar to the pre- and post-construction surveys specified in Article F above;

(3.4) Provide written reports on the inspections to the County;

(3.5) Keep the County informed of actions and responses planned and underway to prevent further movement and to mitigate effects of the movement that has already occurred.

L. BES agrees that if the City or County discovers circumstances that warrant review (e.g., movement at lesser levels has or will impact the bridge) of the settlement level standards set forth in the Contract Documents, the standards may be subject to change.

M. If tunneling work is stopped in the area of one of the County bridges at any time because of excessive movement at one of the County bridges, BES will:

(1) Notify the County as soon as possible when tunneling is stopped, and;

(2) Confer with the County regarding circumstances and conditions for future tunneling.

N. BES will provide and maintain through its Owner Controlled Insurance Program (OCIP) during the life of this Agreement general liability insurance providing bodily injury, personal injury and

property damage coverage with at least a combined single limit of \$2,000,000 each occurrence or claim and an aggregate limit of \$4,000,000. This liability coverage shall also provide: (a) for extended reporting period coverage for claims made within two years after the work or associated work authorized under this Agreement is completed; and (b) for the County, its officers, employees and agents to be named as additional insureds for all work or associated work being authorized under this Agreement.

O. BES will provide and maintain during the life of this Agreement workers compensation insurance for its employees and the employees of its contractor covering statutory liability under the workers compensation laws of the state and employers' liability.

P. BES will provide and maintain through its OCIP during the life of this Agreement excess liability insurance with coverage of at least \$100,000,000. This excess liability coverage will also provide: (a) for extended reporting period coverage for claims made within two years after the work or associated work authorized under this Agreement is completed; and (b) for the County, its officers, employees and agents to be named as additional insureds for all work or associated work being authorized under this Agreement.

Q. During the course of the construction contractor's work in the areas beneath the County bridges, BES will require its contractor to maintain in force and effect automobile liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$1,000,000 each occurrence or claim, covering all motor vehicles including hired and non-owned.

R. To the extent allowed by the Oregon Constitution and the Oregon Tort Claims Act, the City of Portland agrees to defend, indemnify and hold Multnomah County, its officers, agents and employees, harmless from and against all claims, demands, suits, liabilities, damages or costs including but not limited to attorney fees, arising out of the acts or omissions of the City of Portland, its officers, contractors, agents and employees.

S. This Agreement is between the City and the County and neither creates nor vests any rights or obligations in or to any third party.

T. To the extent authorized by law, the City's indemnity and defend obligations under Section R, above, shall survive the termination of this Agreement.

### **III. MODIFICATION**

This Agreement may be modified by the mutual agreement of both parties in writing by the designated Project Managers.

### **IV. TERM**

This Agreement shall be in effect for the duration of the West Side CSO Project construction, which is expected to be completed by December 30, 2006, and for the two-year warranty period following completion of the Project.

## **V. PROJECT MANAGERS**

The Project Manager for the City of Portland regarding this Agreement is:

**City of Portland, BES**

Patty Nelson

City of Portland, Bureau of Environmental Services

2730 NW Front Ave.

Portland, OR 97210

Telephone: 503-823-5271

Fax: 503-823-2658

The Project Manager for Multnomah County regarding this Agreement is:

**Multnomah County**

Ed Wortman or Designee

Multnomah County Bridge Section

1403 SE Water Avenue

Portland, OR 97214-3333

Telephone: 503-988-3757 ext. 226

Fax: 503-988-3812

## **VI. NOTIFICATION**

For purposes of notification and coordination during construction, the following people shall be the designated points of contact:

**City of Portland, BES**

Craig Kolell, Assistant Construction Manager

2730 NW Front Avenue

Portland, Oregon 97210

Telephone: 503-823-2230

Fax: 503-823-2658

**Multnomah County Bridge Section**

Ed Wortman or Designee

Multnomah County Bridge Section

1403 SE Water Avenue

Portland, OR 97214-3333

Telephone: 503-988-3757 ext. 226

Fax: 503-988-3812

IN WITNESS WHEREOF, the parties have hereby agreed to the terms of this Intergovernmental Agreement by signature on the dates shown:

**MULTNOMAH COUNTY**

*Diane M. Linn*

Diane M. Linn, County Chair

10.14.04

Date

STATE OF OREGON

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

County of Multnomah

AGENDA # C-3 DATE 10.14.04

DEBORAH L. BOGSTAD, BOARD CLERK

This instrument was acknowledged before me on October 14, 2004, by

Diane M. Linn, Multnomah County Chair

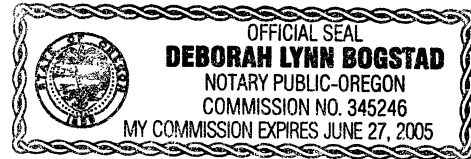
Deborah Lynn Bogstad  
Notary Public for Oregon

REVIEWED:  
AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

My Commission expires 06.27.05

BY *Matthew O. Lynn*  
ASSISTANT COUNTY ATTORNEY

DATE 10/16/04



**CITY OF PORTLAND, BUREAU OF ENVIRONMENTAL SERVICES**

*DM*  
Dean Marriott, Director

Date

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on \_\_\_\_\_, 2004, by

Notary Public for Oregon

My Commission expires \_\_\_\_\_

Approved as to form: