

**INTERGOVERNMENTAL AGREEMENT
BETWEEN TRIMET AND CITY OF PORTLAND
FOR PORTLAND MALL REVITALIZATION PROJECT DESIGN AND CONSTRUCTION
MANAGEMENT SERVICES**

FIRST AMENDMENT

**TriMet Contract No. GH070428TL
City Contract No. 52972**

THIS First Amendment to the Portland Mall Revitalization Project Design And Construction Management Services Agreement ("Agreement") is entered into as of the effective date identified below the signatures to this Agreement and is between the Tri-County Metropolitan Transportation District of Oregon ("TriMet") and the City of Portland ("City") (TriMet and City collectively are hereinafter referred to as "the Parties"). This First Amendment is written to make the following changes to the Agreement. All provisions of the Agreement shall remain in effect unless modified or superseded by this First Amendment.

RECITALS

1. The following Recitals are hereby added:

19. TriMet and the City fully executed a Design and Construction Management Services Agreement for the Project on April 2, 2007.

20. Changes made during the completion of design and the initiation of construction require that the Agreement be modified to incorporate the executed Memorandum of Understanding with Portland Water Bureau and to document additional understandings and agreements between the Parties regarding services to be provided.

21. The Full Funding Grant Agreement (FFGA) for the South Corridor Light Rail Project was fully executed on June 25, 2007.

AGREEMENT

Changes to Entire Agreement

1. All references in the Agreement to "Bureau of Water Works" are hereby deleted and replaced with "Portland Water Bureau." Likewise, all references to "BWW" are hereby deleted and replaced with "PWB."
2. Exhibit B is updated for PWB services only. The page of Exhibit B related to provision of water utility services, titled "Portland Mall Revitalization Project, BWW Staffing Estimate" dated 6/9/2006 that was included in the Agreement, is superseded and replaced with Attachment 1 of the TriMet/PWB MOU, titled "Water System Modifications Estimated Costs." This increases compensation to PWB from \$578,400 to \$3,962,000.
3. The fully executed Memorandum of Understanding between PWB and TriMet is attached

hereto as Exhibit D and incorporated herein by this reference.

Changes to Article IV – CITY SERVICES TO BE PROVIDED

1. The following is added as Article IV (G)(5):

Provide construction services to relocate and protect PWB water facilities and to resolve physical conflicts with the Project.

2. The paragraphs numbered Article IV (G)(5), (G)(6) and (G)(7) in the Agreement are hereby renumbered as paragraphs (G)(6), (G)(7) and (G)(8), respectively.

Changes to Article V

1. The following change is made to Article V (B)(2)

Replace "City" with "TriMet" as Lead Agency.

Changes to Article VI

1. The following changes are hereby made to Article VI (C)(1):

Robert Barnard shall replace Dan Blocher as TriMet Project Manager.

City of Portland

**Tri-County Metropolitan Transportation
District of Oregon**

By: Commissioner of Public Utilities

By: Executive Director

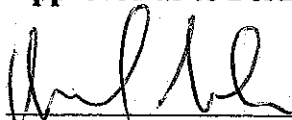
Dated: _____

Dated: _____

By: City Auditor

Approved as to Form:

Approved as to Form:



City Attorney

TriMet Assistant General Counsel

Attachment 1 - Water System Modifications Estimated Costs

PART 1 - PROJECT-REQUIRED WATER MODIFICATIONS CONSTRUCTED BY PWB			
			Totals
1.1 Constructed in advance by PWB			\$1,406,000
PART 2 - ESTIMATED WATER CONSTRUCTION COSTS			
		Breakdown	Totals
2.1 PWB Construction crews			\$2,131,000
2.2 TriMet Contractor			\$8,182,000
2.2.1 Contractor Bid excluding GC fees		\$6,342,000	
2.2.2 Contractor's GC fees for Waterworks		\$1,840,000	
Total Water Estimated Construction Costs			\$10,313,000
PART 3 - ALLOCATION OF COSTS BASED ON ESTIMATED CONSTRUCTION COSTS			
	Breakdown	Totals	Percentage
3.1 PWB-required Betterments		\$1,522,000	14.8%
3.1.1 TriMet Water Subcontract for Betterments	\$1,054,000		
3.1.2 TriMet GC Fees for PWB Betterments	\$306,000		
3.1.3 PWB Crew for Betterments	\$162,000		
3.2 Project-required Modifications		\$8,791,000	85.2%
Total Water Estimated Construction Costs		\$10,313,000	100%
PART 4 - ESTIMATED CONSTRUCTION, DESIGN & CONSTRUCTION MANAGEMENT PROJECT COSTS			
	Totals	PWB SHARE	TRIMET SHARE
	100%	14.8%	85.2%
4.1 Construction			
4.1.1 PWB forces (excluding Isolation valves)	\$1,761,000	\$260,000	\$1,501,000
4.1.2 PWB forces - Isolation valves (100% TriMet cost)	\$370,000	\$0	\$370,000
4.1.3 Contractor Bid excluding GC fees	\$6,342,000	\$1,054,000	\$5,288,000
4.1.4 Contractor's GC fees for Waterworks	\$1,840,000	\$306,000	\$1,534,000
Total Water Construction Costs	\$10,313,000	\$1,620,000	\$8,693,000
4.2 Design			
4.2.1 PWB Design	\$333,000	\$49,000	\$284,000
4.2.2 Consultant Design	\$550,000	\$81,000	\$469,000
Total Design Costs	\$883,000	\$130,000	\$753,000
4.3 Construction Engineering			
4.3.1 PWB Construction Engineering	\$471,000	\$70,000	\$401,000
Total Construction Engineering	\$471,000	\$70,000	\$401,000
Total Project Cost	\$11,667,000	\$1,820,000	\$9,847,000
PART 5 - SUMMARY OF PWB PAYMENTS TO TRIMET			
			PWB SHARE
5.1 Design by TriMet consultant (See 4.2.2)			\$81,000
5.2 Water Construction by TriMet Contractor (See 4.1.3)			\$1,054,000
5.3 Water GC Cost by TriMet Contractor			\$306,000
Total PWB Payments to TriMet			\$1,441,000
PART 6 - SUMMARY OF TRIMET PAYMENTS TO PWB			
			TRIMET SHARE
6.1 Project-required water modifications constructed by PWB (See 1.1)			\$1,406,000
6.2 Design by PWB (See 4.2.1)			\$284,000
6.3 Construction by PWB (See 4.1.1)			\$1,501,000
6.4 Construction by PWB - Isolation Valves (see 4.1.2)			\$370,000
6.5 Construction Engineering by PWB (See 4.3.1)			\$401,000
Total TriMet Payments to PWB			\$3,962,000

**“Exhibit D”
MEMORANDUM OF UNDERSTANDING**

DATED: MARCH 26, 2007

AMONG: THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (TriMet)

AND: THE CITY OF PORTLAND, BY AND THROUGH ITS PORTLAND WATER BUREAU (PWB)

RECITALS

The Tri-County Metropolitan Transportation District of Oregon (TriMet) owns and operates the public mass transit system serving the Portland Metropolitan area through the City of Portland.

The City of Portland is a municipal corporation of the state of Oregon. The Portland Water Bureau (PWB) is a bureau within the City of Portland, organized under Chapter 11 of the City of Portland Charter and Title 21 of the City of Portland Code. The Portland Office of Transportation (PDOT) is the agency within the City in charge of building and maintaining the City's transportation infrastructure.

PWB's Chief Engineer is responsible for determining the standards for the City's water system. PWB is responsible for all work involving the public water system.

PWB's facilities are located in public streets, and relocations including protection are eligible for reimbursement under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the U.S. Department of Transportation's implementing regulations at 49 CFR Part 24, and Federal Transit Administration (FTA) Circular 5010.1C.

TriMet and the City of Portland have entered into an I-205/Mall Light Rail Project Intergovernmental Grant Agreement having the effective date of July 1, 2004, which establishes the intergovernmental cooperation and local funding component for what is known as the Transit Mall (5th and 6th Avenues) Light Rail Project (“Project”).

Under the Intergovernmental Grant Agreement (IGA), Contract No. 52300, the City agreed that PWB would contribute \$3.9 million towards the City's Local Match fund and TriMet will appropriate it for the design and construction of improvements to the water system.

During the Preliminary Engineering Phase of the Project, the parties identified certain areas where the Project construction and/or operations will or may impact the existing water system facilities of PWB.

This Memorandum of Understanding (MOU) is intended to clarify the understandings with respect to the shared obligations and be included in the Design & Construction Management Services intergovernmental agreement between the City of Portland and TriMet.

UNDERSTANDINGS AND AGREEMENTS

TriMet and PWB understand and agree that:

1. **Project Effects:** The Project will affect the existing water facilities of PWB in the areas shown in the preliminary engineering plans dated September 9, 2005.
2. **Public Water System Safety and Integrity:** Relocation and protection of PWB water facilities is necessary to resolve physical conflicts with the Project and provide adequate protection to maintain the safety and integrity of the public water system.
3. **PWB Design Standards:** Relocation and protection of the water system will be to the PWB's design standards for electric rail projects, except as modified by this agreement in Section 9 – Water System Modification and Relocation Criteria.
4. **PWB Betterments:** PWB will take this opportunity to make Betterments to the water system that it deems appropriate. Betterments are defined as water system upgrades beyond work needed to address impacts of the Project, and may include installing a new facility (mains, services, etc.) where one did not exist before, replacing mains not affected by the project, or increasing pipe diameter beyond existing pipe diameter. Betterment work may be performed by TriMet's utility contractor as part of the construction contract or be done by PWB personnel, as determined by PWB.
5. **Project Responsibility:** The Project will be responsible for the cost of water system protection and relocations necessary to mitigate project impacts, exclusive of Betterments.
6. **PWB Responsibility for the Public Water System:** PWB will shutdown, drain, cut and plug affected water lines prior to work on the system. PWB will make all connections to the public water system and will make all service transfers, unless otherwise specified in project plans. PWB will commit no more than three (3) field crews available at any given time to make service transfers and public system tie-in connections for Project. PWB reserves the right to pull and reschedule field crews to high priority work elsewhere on system as need arises. PWB crew scope of work is as specified in the 100% IFC plans and specifications (Documents 1 and 2 of 2) of the South Corridor Project Portland Mall Advance Utilities dated August 3, 2006.
7. **Stray Current Protection:** TriMet and PWB agree to the following design and construction scope of work for track stray current isolation and monitoring:
 - a. TriMet agrees to incorporate electrical isolation into the light rail track design.
 - 1) Ballasted track: 500 ohms
 - 2) Embedded track: 200 ohms
 - 3) Direct fixation track: 500 ohms
 - b. TriMet agrees to meet the following construction quality acceptance criteria:
 - 1) Provide high voltage flaw (holiday) detection of the boot insulation prior to placing concrete.

- 2) Provide isolation testing between rail and rebar immediately prior to placing the concrete
 - 3) Meet minimum track to earth prorated resistance criteria in ohms per 1000 feet and the actual test section shall be no longer than 750 feet (to limit the maximum possible magnitude of a short that can go undetected).
 - 4) Provide five measurements of the resistance of the dielectric slab membrane system. Each measurement should be on a test section no longer than 750 feet evenly distributed along the entire length of the Project.
- c. **Test Method Acceptance:** Testing for acceptance will utilize test methods acceptable to PWB and TriMet. PWB may at its discretion be present and participate in the testing. In the event that the measured resistances do not meet the specified levels, TriMet will exercise all reasonable and feasible means to determine the cause of the lower reading and effect correction of the cause. If correction is not feasible, TriMet will consult with PWB and seek appropriate remedy.
8. **Stray Current Monitoring:** TriMet and PWB agree to execute a Maintenance agreement with the following ongoing responsibilities before the Project is placed into service:
- a. TriMet's maintenance program shall include a stray current monitoring and testing program. TriMet shall perform repairs as necessary and maintain the electrical isolation so that levels of stray current generated due to light rail operations do not cause damage to PWB facilities.
 - b. TriMet's monitoring and testing program shall, at a minimum, consist of the following:
 - 1) Provide baseline monitoring of operational track to earth voltage gradients and exception reports showing 20% or greater variation in operating conditions.
 - 2) Provide results of a radio frequency current mapper/flare (holiday) detection survey.
 - 3) Repeat the radio frequency current mapper/flare (holiday) detection survey at 5 yr intervals.
 - 4) In areas of track repair provide measurements of track to earth resistance extending 500 ft beyond the repair length.
 - c. With regard to all PWB facilities that are within the Project limits, TriMet shall indemnify and hold PWB harmless for the cost of repair or replacement due to damage caused by stray current generated by light rail operations
9. **Water System Modification and Relocation Criteria:** Water system protection and relocations will be made using the following specifications:
- a. Pursuant to PWB Electric Rail Standards, the following corrosion protection measures shall be incorporated into the water system relocations paralleling the tracks.
 - 1) All newly installed mains in the vicinity of the light rail tracks shall be cathodically protected (isolated, joint bonded, poly-wrapped, cathodic protection, test stations, etc.).
 - 2) Relocate, isolate and cathodically protect all water facilities that are ten (10) feet or less from the centerline of the nearest track. Relocating mains parallel to the track shall be designed and constructed to maintain a minimum of five (5) feet clearance from the outer most edge of the nearest track slab to the edge of the pipe.

- 3) Existing water mains located between fifteen (15) feet and ten (10) feet from the centerline of the nearest track may remain in place, as an exception to PWB's electric rail standards for this project if the track slab is insulated from the surrounding soil with a dielectric geomembrane.
 - 4) Replace, isolate and cathodically protect all existing water facilities within 200 feet of any light rail substation DC ground mat unless: a) the ground mat is installed vertically with at least 200 feet of separation from the water facilities and the electrically conducting portion of the ground bed, or b) TriMet eliminates the diode connection to the DC ground mat.
- b. Pursuant to PWB Electric Rail Standards, replace, isolate, encase and cathodically protect all water mains, services, fire hydrant runs and any other appurtenances crossing under the light rail tracks.
- 1) Cased crossings under the tracks shall extend at least five feet beyond the outside edge of the track slab. Casing shall extend beyond five feet, using a 1:1 (base of structure to base/invert of casing) slope criteria, when deeper than 5 feet or when platforms or other structures are associated with the track slab structure.
 - 2) Steel casings crossing under the tracks are required for Critical Distribution/Supply water mains. These main crossings are located on 5th & 6th Avenues at intersections of NW Davis St, SW Jefferson St, SW Market St, and SW College St.
 - 3) PWB will allow, for this Project, the use of HDPE pipe with concrete encasement as backfill to replace main crossings determined by PWB not to be critical, as an exception to its electric rail standards, in order to minimize costs and schedule impacts.
10. **Pre-Project Water Line Work By PWB:** In advance of the Project and using separate construction contracts, PWB will upgrade and relocate the following mains affected by the project to outside of the project area.
- a. Relocate, steel-encase and cathodically protect the existing 32" CI Supply main from SW Mill St to SW Columbia Street. PWB will also upsize the supply main from 32" to 36" diameter as Betterment. PWB contractor and City forces will complete this work in advance of Project construction.
 - b. Relocate and cathodically protect the existing 24" CI Supply main in SW 5th Ave between SW Jackson St and SW Market St to a new alignment in SW Broadway St. PWB will also upsize the supply main from 24" to 36" diameter as Betterment. PWB contractor and City forces will complete this work in advance of Project construction.
 - c. TriMet agrees to pay PWB \$1.406 million as its share of the cost of these relocations, a sum equal to the estimated cost of relocating the mains within the project area without any increase in size.
11. **Standards For Services, Hydrants, and Isolation Valves:** The parties' obligations and expectations regarding services, hydrants, and isolation valves, reflected in the plans and allocations referenced in this Agreement, are as follows:
- a. Replacement of existing services and hydrant runs that do not cross the tracks: Where an existing main or service is in conflict with the Project, the Project will be responsible for the

full cost of its relocation and replacement. Where the existing main is not in conflict with the Project, PWB will be responsible for the cost of replacing the service run between existing main and the existing meter as a Betterment.

- b. Replace existing services and hydrant runs that cross the light rail tracks: The Project will be responsible for the cost of replacing the entire service and service run. Large services, 4" and larger, will be replaced with a combination of DI pipe and a PVC-sleeved/encasement. If the main cannot be sleeved/encased it will be wrapped in a di-electric geomembrane underneath the light rail tracks. Small diameter services, 2" and smaller, will be replaced with copper pipe encased in PVC pipe underneath the light rail tracks.
- c. PWB will design and install isolation valves along the light rail route to facilitate tie-in and transfer from existing to new mains, and new crossing mains to be installed in the same location as existing mains. Installation of these isolation valves will be a Project cost and will be performed in advance of TriMet's receipt of the Full Funding Grant Agreement ("FFGA") from the FTA. Accordingly, PWB costs of \$370,000 for these valve installations will be invoiced to TriMet upon signature of this Memorandum of Understanding.
- d. The plans shall include, and the Project shall pay the cost of maintaining or relocating existing fire hydrants and placement of new hydrants to provide fire protection coverage as required by the Fire Bureau, at the Project's cost. In most cases, the Fire Bureau will require two (2) hydrants per intersection.
- e. PWB will take measures to minimize the relocation service, valve, and hydrant costs as much as reasonably possible without compromising the water system integrity or safety.

12. Project Management: PWB, PDOT and TriMet shall establish a project management partnership that is responsible for implementing the agreed-upon work scope within the Project schedule and budget requirements.

- a. PWB and TriMet shall establish a project management team with joint overall responsibility for all aspects of the Project, including disputes resolution. PWB has assigned Vill Villanueva, and TriMet has assigned Simon Cooper as project managers of the technical work. The parties may, during the Project, assign other staff to this work.
- b. In the event of any disputes between PWB and TriMet, the dispute shall be referred for resolution as follows:
 - 1) Refer the dispute to Stan VandeBergh or Mary Ellen Collentine at PWB and Simon Cooper at TriMet, who shall make a good faith effort to resolve it;
 - 2) If unresolved, refer it to PWB's Chief Engineer and to Robert Barnard;
 - 3) If unresolved, refer it to the City's Commissioner-in-Charge of PWB and TriMet's Executive Director of Capital Projects and Facilities;
 - 4) If unresolved, refer it to City Council and TriMet's General Manager.

13. Cost Allocations and Reimbursements: PWB and TriMet agree to the following cost allocations and reimbursement arrangements:

- a. The total water system construction costs to be managed under this Agreement include relocations and system alterations required by the TriMet Project, including the pre-project work identified in Section 10, above, ("Project-required alterations"), plus certain Betterments that PWB will undertake in conjunction with Project-required alterations. The alterations and Betterments are identified in the 100% IFC Plans of the South Corridor Project, Portland Mall Segment Water Main Design, Volume 2 of 2.
 - b. Exclusive of the costs separately charged under Section 10 above, the total cost of Project-required alterations and Betterments to be constructed during the project is estimated to be \$11,667,000. Of that total, the cost of PWB's Betterments is estimated to be \$1,820,000 and the estimated cost of Project-required alterations are \$9,847,000. Refer to "Attachment 1 - Water System Modifications Estimated Costs" for specific details.
 - c. The parties agree to calculate and allocate costs of Project-Required water system alterations and Betterments as follows:
 - 1) Costs for pre-project main relocations have been established and will be allocated by TriMet reimbursement to PWB of \$1.406 million, as set forth in Section 10, above.
 - 2) Actual costs for PWB engineering design work completed prior to July 1, 2006, are \$333,000. Those costs will be split between PWB and TriMet using the allocations of 85.2% to TriMet and 14.8% to PWB.
 - 3) The parties will allocate all additional costs for PWB Project-required alterations and Betterments using the same percentages: 85.2% to TriMet and 14.8% to PWB. Each party will reimburse the other for its share of the costs, depending on which party's employees or contractors perform the work.
 - 4) Costs for contractor performed work shall be based on actual contractor invoices. Costs for work performed by PWB employees and crews shall be based on actual costs incurred and documented on PWB time and work records. A PWB overhead rate of 37.09% shall be applied to direct labor costs for all billable work invoiced to TriMet.
 - d. If, subsequent to the approval of this MOU, it is determined that PWB system alterations or relocations not identified in the 100% IFC Plans of the South Corridor Project, Portland Mall Segment Advance Utilities, Volume 2 of 2 are required for Project completion, TriMet agrees to reimburse PWB for all direct and indirect costs of those Project-required alterations, at the overhead rate specified in subpara. 13 c. (4). PWB shall be responsible for the cost of any associated Betterments. The parties may, in any case, supplement this MOU to make different or more specific cost allocations.
- 14. Design and Specifications:** TriMet, in coordination with PWB, has been and shall continue to be responsible for providing the final design of the water system improvements. TriMet and PWB work is broken down as follows:
- a. TriMet, in coordination with PWB, will negotiate with consultants for professional, technical and expert services contracts in accordance with Project budget, schedule and FTA requirements.
 - b. PWB, in coordination with TriMet, will manage the consultants' design phase services.

- c. Consultants, in coordination with PWB, will prepare the specifications for the contract water system modifications.
 - d. Consultants, in coordination with TriMet and PWB, will provide final design drawings, specifications and engineer's estimate in accordance with the Project schedule.
 - e. Consultants, in coordination with PWB, will provide electronic copies of the 50%, 90%, 99%, and 100%/Issued for Construction (IFC) final design drawings, specifications and all addenda to TriMet. TriMet will print and distribute plan and specification sets for review. PWB will have no less than three (3) weeks to review the 50% and 95%, fifteen (15) days to review 100% plans and specifications, and any addenda upon receipt of printed plans and specifications from TriMet.
 - f. TriMet will prepare as-built drawings based on the construction contractor's "red-lines" that meet PWB standards and turn over one complete set to PWB at the completion of the work.
 - g. TriMet will submit 100% final design or IFC drawings and specifications to PWB for signatures. PWB will have five (5) days to review and sign the 100%/IFC final plans following receipt of the plans from TriMet.
 - h. TriMet will provide surveying, base maps and CAD support that meets TriMet's Project requirements and PWB CAD standards for layering and symbols for drawings and as-built records.
 - i. The 100%/IFC final design drawings and specifications for water system modifications shall be incorporated into the Project's civil construction package, as appropriate for a CM/GC contract.
15. **Contractor and Subcontractor Pre-qualification:** Subject to PWB pre-qualification (see below) a CM/GC contractor selected by TriMet for its Project may self-perform or subcontract work related to PWB water facilities, except work specifically identified as being done by PWB, such as service transfers, connections to the public system, and installation of isolation valves. Contractors and subcontractors, performing any work on the water system modifications, shall be prequalified by PWB in Category 11 Watermains, pursuant to City of Portland Standard Construction Specifications.
16. **New Water Service for TriMet Facilities:** TriMet shall apply and pay for all new water service installations required for the Project with the PWB Development Services office. TriMet shall submit appropriate payment for system development fees, installation fee for work by PWB crews. TriMet shall provide drawings showing the location of the new services. Construction will be coordinated with the Project team.
17. **Relocation of Decorative Fountain:** TriMet plans to relocate the "Bathtub Fountain" to another location. The Project is responsible for the cost of this work, although costs related to the design and construction engineering of this work are not included in the current scope of work and cost estimates shown in Attachments 1. The parties agree that they will negotiate in good faith an addendum to this MOU to allocate costs of relocation of the Fountain.

18. **PWB Acceptance of Work:** PWB shall provide construction management of water system modifications, inspection services and engineering support services. PWB shall review and approve submittals, field orders, and requests for information. PWB and TriMet shall approve progress payments and change orders for the water system modifications. PWB will provide final inspection and acceptance of water system modifications.
19. **Sequence of Work:** TriMet and PWB will explore and may implement construction sequencing and construction staging to minimize the need for temporary services and surface restoration work and thereby lower the overall cost of construction. Any additional costs of the water system associated or resulting from TriMet's construction staging and sequencing plans will be funded by the Project.
20. **Coordination of Work:** PWB, PDOT and TriMet acknowledge that time will be of the essence in the performance of all work, particularly in the downtown Mall segment of the Project. Each party agrees to take all necessary actions to facilitate the shortest feasible construction durations.
21. **Budget:** PWB, PDOT and TriMet acknowledge that overall budget for the Project is limited. Accordingly, the parties agree to cooperate in an effort to accomplish the work required herein within the established budget.
22. **Billings by TriMet for Betterments Installed by TriMet Contractor:** When TriMet's contractor or contractors perform work on PWB Project-required alterations or Betterments, TriMet will submit monthly billing to PWB for payment, based upon invoices from the construction contractor. PWB payment of its 14.8% share shall be made directly to TriMet who, in turn, will pay the construction contractor for its costs as part of the monthly progress payment process. Supporting documentation will be included with all pay requests.
23. **Billing by PWB for Project-Required Work Performed by PWB:** When PWB crews or PWB contractors perform work on PWB Project-required alterations or Betterments, PWB will submit monthly billing to TriMet for payment, based upon invoices from the contractor or City records. TriMet's payment of its 85.2% share shall be made directly to PWB, which, in turn, will pay the contractor or reimburse City funds. Supporting documentation will be included with all pay requests.
24. **Review of Billings:** TriMet will submit to PWB for review and approval all construction contractor calculations, invoices for actual incurred costs, progress payment requests, change order requests, and submittals for any work related to the water system modifications.
25. **Maintenance Agreement:** TriMet and PWB will enter into a separate Maintenance Agreement, in accordance with provisions of this MOU. (See paragraph 8 above.) The maintenance agreement will include the ongoing stray current monitoring and protection of PWB's water system along the Project and the repair and replacement of any water facilities damaged by the light rail. The Water Bureau Administrator is authorized to enter into that agreement on behalf of the City.

26. The parties have executed and delivered this MOU to be effective on the 27th day of March, 2007.

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON

By Fred Hansen
FRED HANSEN
TriMet General Manager

By Brian Playfair
BRIAN PLAYFAIR
General Counsel
3/29/07

CITY OF PORTLAND, BY AND
THROUGH THE BUREAU OF
WATER WORKS

By David G. Shaff
DAVID G. SHAFF
Administrator, Portland Water Bureau

By [Signature]
City Attorney

APPROVED AS TO FORM

[Signature]
CITY ATTORNEY

Attachment 1 - Water System Modifications Estimated Costs

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6.2 Design by PWB (See 4.2.1)			\$284,000
6.3 Construction by PWB (See 4.1.1)			\$1,501,000
6.4 Construction by PWB - Isolation Valves (see 4.1.2)			\$370,000
6.5 Construction Engineering by PWB (See 4.3.1)			\$401,000
Total TriMet Payments to PWB			\$3,962,000