

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF PORTLAND AND TRIMET  
FOR MAINTENANCE OF PORTLAND TRANSIT MALL PROJECT FACILITIES**

THIS AGREEMENT ("Agreement") is entered into by and between the Tri-County Metropolitan Transportation District of Oregon, a mass transit district ("TriMet") and the CITY OF PORTLAND ("City") (collectively "Parties") on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**RECITALS**

- A. Pursuant to ORS Chapter 190, the parties have the authority to enter into this Agreement.
- B. TriMet and the City were partners in constructing the Portland Mall Segment of the South Corridor Light Rail Project ("Project"), which brings light rail service to the Transit Mall (as shown on Exhibit A and defined in Exhibit B, both of which are incorporated herein by this reference) in downtown Portland.
- C. Reconstruction of the Transit Mall project began in January 2007 and was essentially complete in May of 2009. The Transit Mall became fully operational in September 2009.
- D. In August 2009, the Parties entered into an agreement for Enhanced Transit Mall Upkeep During Fiscal Years 2009-2014, which defined services to be performed by the City of Portland and services to be performed by TriMet, through its contract with Portland Mall Management, Inc. In August 2014, the Parties expect to enter into an extension of that agreement for Fiscal Years 2015-2019. The agreement for Enhanced Transit Mall Upkeep, and any future amendments or successor agreements thereto, supplement this Agreement.
- E. The parties now desire to describe and agree to their respective permanent maintenance responsibilities in public right-of-way ("ROW") affected by the Project.

**NOW, THEREFORE**, the Parties hereto desire to further define the maintenance responsibilities for portions of the Project located within the corporate limits of the City of Portland.

**ARTICLE I  
DIVISION OF MAINTENANCE RESPONSIBILITY**

- A. Transit Mall: The Transit Mall is defined as encompassing 5<sup>th</sup> and 6<sup>th</sup> Avenues in downtown Portland from the north line of NW Irving Street to the south line of SW Jackson Street, inclusive of the light rail trackway, roadway and sidewalks.
- B. Parties' General Maintenance Responsibilities: Except as otherwise stated, all capitalized terms have the meaning described in the attached Exhibit B.

- C. The general intent of the Agreement is that TriMet will be responsible for maintenance of all bus and Light Rail improvements located within the ROW, and the City will be responsible for all street features located within the ROW. However, each Party is responsible for specific maintenance responsibilities as set out in Exhibit C, which is attached and fully incorporated herein by this reference. Except as expressly set forth in this Agreement, the Parties have no intention to transfer any fundamental City or TriMet maintenance obligation to the other. The Parties may also agree to delegate responsibilities that are set forth herein, and have done so in the Enhanced Transit Mall Upkeep During Fiscal Years 2009-2014 agreement and the expected extension of that agreement for Fiscal Years 2015-2019. The Parties may also enter into amendments or successor agreements to the Enhanced Transit Mall Upkeep agreement or into other, subsequent agreements delegating such responsibilities.
- D. Snow and Ice Removal. Snow and ice removal on the public Streets will be coordinated through the Emergency Operations Centers for both Parties.
- E. Track Access Permit for Street Sweeping and Flushing. The City currently performs regular, routine street sweeping and flushing maintenance activities on the Transit Mall during non-revenue transit service hours. The Parties will create an annual Track Access Permit process for this activity, to be renewed each fiscal year. TriMet will notify City if it plans any work or training during non-revenue hours that might interfere with City street sweeping and flushing.
- As part of the yearly Track Access Permit process, TriMet will provide Track Access Training for City personnel working on the Transit Mall on or about July 1 of each year. TriMet will also provide Track Access Training for new City employees who will be working on the Transit Mall. City shall provide TriMet notification of the hiring of new employees, and TriMet will provide training within 30 days of notification.
- F. Other Track Access Permits. Both Parties agree that for all General Maintenance and Repair, the City will continue to follow normal protocol to obtain the appropriate Track Access Permits. The Track Access Permit and protocol for obtaining it are set out in Exhibit D, which is attached and fully incorporated herein by this reference.
- G. Graffiti Removal. TriMet shall be responsible for graffiti removal, masking, and painting on TriMet facilities. All other graffiti removal, masking, and painting shall be the responsibility of the City or the Abutting Property Owner in accordance with City ordinances.
- H. Maintenance of Trackway Drainage. TriMet shall inspect, maintain and repair all trackway drainage facilities.
- I. Maintenance of Landscaping Installed by the Project. As set out in Exhibit C.
- J. Long-Term Maintenance of Stormwater Treatment Facilities Installed by the Project. The maintenance responsibility for all stormwater treatment facilities installed within the

public ROW, unless otherwise noted in Exhibit C, shall be the responsibility of the City's Bureau of Environmental Services.

- K. Systems Facilities Maintenance. TriMet shall maintain systems facilities, which include but are not limited to the Light Rail trackway; Light Rail vehicle control signals; traction electrification systems, substations, power poles, power pole foundations and anchors; communication and fare collection systems and all associated conduit, duct banks, control boxes, warning lights, and grade crossing lighting. TriMet shall also maintain any trespass, warning and other posted signs that pertain to Light Rail transit operation.
- L. Traffic / Train Signs. The City shall be responsible for maintenance of all traffic signals and train warning signs mounted on traffic signal poles and any other traffic control signs.
- M. Street Tree Trimming. The Parties understand that trimming of tree branches will be necessary in order to provide transit vehicle and Overhead System ("OCS") wire clearance in the Transit Way. While TriMet is responsible for the trimming of tree branches to maintain transit vehicle and OCS clearance, the City and TriMet have agreed to include tree trimming for OCS clearance in the scope of services of the Agreement between TriMet and the City for Enhanced Transit Mall Upkeep. In the event that tree trimming is no longer part of the Enhanced Transit Mall Upkeep agreement, TriMet will remain responsible for the trimming of tree branches to maintain transit vehicle and OCS clearance. However, the City agrees that, not less than once annually, representatives from TriMet and the Parks Department's City Forester will walk the Transit Mall and inventory trees needing to be trimmed. At such walkthrough, the City Forester will assist TriMet in maintaining and updating an ongoing plan to trim individual trees seasonally for OCS clearance, considering health and preservation of the trees, and any special issues that might be related to individual trees. Furthermore, Parks will issue a "programmatic permit," which will allow TriMet to perform tree trimming as required, on the condition that such trimming conform to the American National Standards for Pruning (ANSI A300) and other standards Parks may reasonably require.
- N. General Cooperation for Facilities. In the event either TriMet or the City engage in any maintenance action which impacts Light Rail, Roadway operation or any of the other party's operating facilities, the applicable party shall assign the highest priority to the restoration of such facilities and minimize, to the extent possible, the impact on the other party's operations. Both parties agree to work together and utilize their best efforts to carry out planned maintenance and emergency repairs in a way that provides the least disruption to the general public, TriMet riders, and downtown residents and businesses.
- O. Financial Reimbursement for Extraordinary Maintenance Conditions. Each Party agrees to make every reasonable effort to accommodate the other in the accomplishment of maintenance activities contemplated by this Agreement. In extraordinary situations and subject to the availability and appropriation of funds, the Parties may negotiate reasonable reimbursement.
- P. Party Representatives. The representatives of the parties for routine correspondence and notices with regard to the obligations set forth in this Agreement shall be:

If to TriMet:

Director of Facilities Management  
TriMet  
4012 SE 17<sup>th</sup> Avenue  
Portland, OR 97202  
(503) 962-2460

If to City:

PBOT Manager, Maintenance Operations  
City of Portland  
2929 N. Kerby  
Portland, OR 97227  
(503) 823-1700

Routine correspondence or notices shall be that deemed necessary to provide notice as soon as possible under the circumstances, whether verbal or written. The Parties representatives shall use good faith efforts to confirm verbal notice or communication with written communication.

## ARTICLE II GENERAL PROVISIONS

- A. Indemnification. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, each party ("Indemnitor") shall indemnify and hold the other party ("Indemnatee") and Indemnatee's agents, directors, officers, and employees, harmless from any and all liability, claim, loss, cost, or expense arising out of negligent actions or inactions by the Indemnitor under this Agreement.
- B. Duration of Agreement. This agreement shall be in full force and effect upon signatures of both Parties to this Agreement until this Agreement is terminated as provided by law.
- C. Laws of Oregon. This Agreement shall be governed by the laws of the State of Oregon as required by ORS Chapter 279, all relevant provisions of which shall be included in public contracts.
- D. Audit and Inspection of Records. The City and TriMet shall maintain cost records relating to any reimbursable work by either Party under this Agreement. All costs entitled to reimbursement under this Agreement shall be allowable costs under the applicable Federal Transit Administration cost principles and guidelines for private parties. The City and TriMet shall maintain adequate records and shall permit authorized representatives of each Party hereto, the U.S. Department of Transportation, or the Comptroller General of the United States to inspect and audit all work, books, accounts, and other data relating to this Agreement.
- E. Adherence to Law. The City and TriMet shall adhere to all applicable laws governing their respective relationships with employees, including, but not limited to, laws, rules, regulations, and policies concerning workers' compensation and minimum and prevailing wage requirements.

F. Successors and Assigns. The interests, rights, and benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors and assigns of the Parties hereto.

G. Modification of Agreement. No waiver, consent, modification, change, or amendment to the terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Any waiver, consent, modification, change, or amendment shall be effective for the specific purposes described and set forth in writing and signed by an authorized representative of each Party.

H. Notice. All notices provided for hereunder shall be in writing and sufficient if deposited in U.S. mail, or if sent by facsimile with electronic confirmation to a fax number provided by the respective Parties. If sent via mail, the notice shall be addressed to the Parties as set forth below, or to such representatives and addresses as the Parties may designate by written notice to the other Party:

If to TriMet:

Legal Department  
1800 SW First Avenue, Ste. 300  
Portland, OR 97201  
Fax No. 503-962-3095

If to the City of Portland:

City Attorney  
City of Portland  
1221 SW Fourth Avenue, Room 430  
Portland, OR 97204  
Fax No. 503-823-3089

I. Severability. If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined by a court to be invalid or unenforceable, the remainder of this Agreement and the application of those terms and provisions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

J. No Partnership. Nothing in this Agreement, nor any acts of the parties hereto, shall be deemed or construed by the parties hereto, or any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any association between any of the parties to this Agreement.

K. No Third Party Beneficiaries. The parties have identified third parties named in this Agreement. However, such Parties, and any other party, are not intended to be third party beneficiaries.

L. Dispute Resolution. Any dispute of the parties relating to interpretation or enforcement of the provisions of this Agreement shall be resolved in accordance with the provisions of this Paragraph.

1. Authorized Representatives. If a controversy, dispute or claim should arise, the Parties' designated project representatives will meet at least once to attempt to resolve the matter. Either authorized representative may request the other to meet within 14 days, at a mutually agreed time and place.



2. Senior Executives. If the matter has not been resolved within 20 days of their first meeting, the authorized representatives shall refer the matter to senior department or bureau executives, who shall have authority to settle the dispute. The Senior Executives shall meet within 14 days of the end of the 20 day period referred to in this paragraph. If the Senior Executives agree that it will be useful, they may prepare and exchange memoranda stating the issues in dispute and their positions, summarizing the negotiations that have taken place and attaching relevant documents.

3. Mediation/Litigation. If the matter has not been resolved within 30 days of the meeting of the senior executives, the Parties will attempt in good faith to resolve the controversy or claim by mediation. If the parties cannot agree on the timing or procedure of the mediation or the mediator within 30 days after the meeting of the senior executives, either party shall have the right to seek any legal remedies available to the aggrieved party.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement effective as of the day and year the first stated herein.


<b>TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON</b>	<b>CITY OF PORTLAND</b>
By: _____ Daniel W. Blocher, P.E. Executive Director, Capital Projects	By: _____ Name: _____ Title: _____
Approved as to Form	Approved as to Legal Sufficiency
For TriMet	For City of Portland
_____ TriMet Legal Department	 _____ City Attorney

Exhibit List:

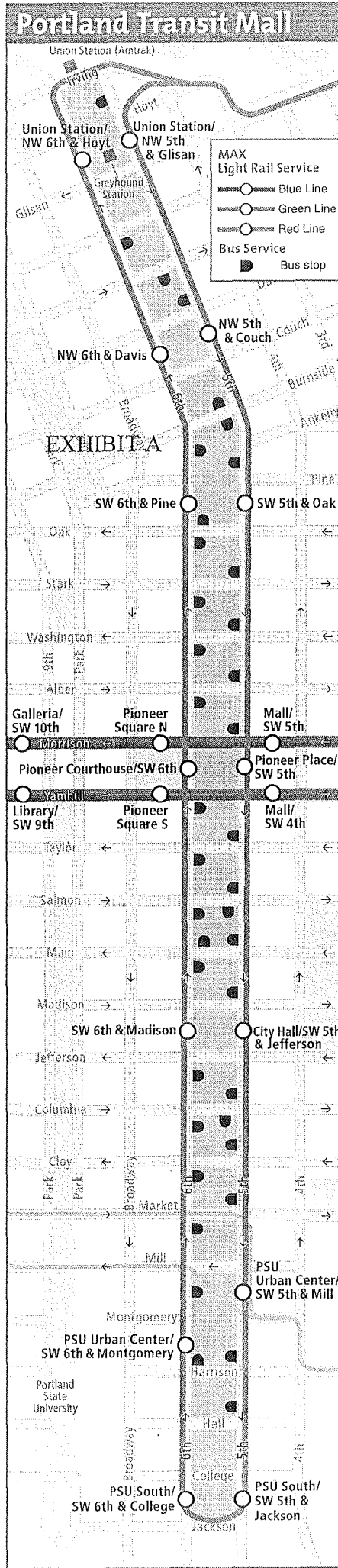
- Exhibit A – Project Illustration
- Exhibit B – Abbreviations and Definitions
- Exhibit C – Base Maintenance Responsibility Matrix
- Exhibit D – TriMet Track Access Permit

EXHIBIT A  
PORTLAND MALL MAINTENANCE AGREEMENT  
PROJECT ILLUSTRATION



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## Exhibit B

## PORTLAND TRANSIT MALL MAINTENANCE AGREEMENT

## ABBREVIATIONS AND DEFINITIONS

- I. Abbreviations – The following abbreviations or phrases shall have the meanings assigned below:

APO	Adjoining Property Owner
COP	City of Portland
BES	City of Portland, Bureau of Environmental Services
PWB	City of Portland, Water Bureau
ROW	Right of Way
Parks	City of Portland, Bureau of Parks & Recreation
BPS	City of Portland, Bureau of Planning and Sustainability
PBOT	City of Portland, Bureau of Transportation
RACC	Regional Arts and Culture Council

- II. Definitions – The following terms when capitalized in the Agreement shall have the meanings assigned below:

**Bus Lane** – The area designated for exclusive use by buses.

**Cleaning** - The removal of dirt and grime such that the surface features of the item being cleansed are visible and esthetically clean from the view of an ordinary prudent person. Cleaning shall not be synonymous with "spotless."

**Extraordinary Maintenance Condition** –Any maintenance condition, whether emergency or non-emergency, that results in unexpected, non-routine labor or material cost to the affected party and which cannot be remedied in the normal maintenance schedule because leaving it to the ordinary maintenance schedule creates an unreasonable risk.

**General Maintenance and Repair** - The activities required to keep and maintain the described facility in good operating condition, including any activity associated with the division of responsibilities set forth below in this Agreement related to upkeep and repair of damage due to any cause other than Extraordinary Maintenance Condition.

**Inspection** –Visual examination and/or testing of materials and conditions to ensure the longevity, safe operation, and functional integrity of the facility or feature.

**Jackson Street LRT Terminus** – The area located between SW 5<sup>th</sup> and 6<sup>th</sup> Avenues between SW Jackson Street and Interstate 405. The area functions as the turnaround point for Light Rail vehicles running on SW 5<sup>th</sup> and 6<sup>th</sup> Avenues through downtown Portland. Improvements include one through track, two service tracks, a traction power substation, and combination light rail signal/communication building. The improvements also include stormwater

infiltration swales and a public open space at the western terminus of SW Jackson Street that provides for vehicle turnaround.

**Landscaping** –All areas where plant materials were installed as part of the Project.

**Light Rail** – Light rail, light rail vehicles, the rail for such vehicles and all components of the rail system for the Project, including, but not limited to, facilities, systems, features, equipment, installations, crossings and associated lighting, and landscaping in support of the Project.

**Light Rail Transit (LRT)** – Electrified steel-wheel-on-steel-rail-based public transportation system.

**Maintenance** - Any activity necessary to maintain Project features in good operating condition, including any activity associated with the division of responsibilities set forth below in Exhibit B as related to ordinary upkeep, litter and/or graffiti removal, and repair of physical damage due to any cause.

#### **Platform Areas**

- a. **Light Rail Stop Block** - The area within the public right of way or sidewalk area identified as a stop for light rail vehicles where transit patrons board and deboard light rail vehicles, which extends from the face of curb to the property side dripline of the shelters, and from the front tactile paver station point to the rear tactile paver station point.
- b. **Bus Stop Block** – The area within the public right of way or sidewalk area identified as a stop for buses, which extends from the face of curb to the property side dripline of the shelters or, in areas where there is no shelter, from the face of the curb to 15 feet from the abutting property line, and extends a distance of 50 feet from the stopline toward the rear of the passenger loading zone.

**Project** – The Portland Mall Segment of the South Corridor Light Rail Project is located in downtown Portland and includes 1.8 miles of light rail track, stations, overhead wiring and other necessary capital elements and amenities constructed on 5<sup>th</sup> and 6<sup>th</sup> Avenues between Interstate 405 and Union Station with a connection to the existing tracks on the Steel Bridge. The Project includes seven stations in each direction in downtown Portland: Union Station, Couch/Davis, Pine/Oak, Pioneer Square, City Hall, PSU Urban Plaza, and PSU South and other improvements as further illustrated on Exhibit A.

**Roadway** – The area within the Right of Way that is identified for bicycle, automobile, truck, streetcar, and transit vehicle traffic.

**Right of Way** – The areas operated and maintained by the City in accordance with City code and charter.

**Sidewalk**– The area adjacent to a street identified for pedestrians and generally identified by a concrete or brick surfaced pathway.

**Street** – The area within the public right of way that is identified for bicycle, automobile, truck, streetcar, and transit vehicle traffic.

**Trackway** – The area designated for travel by Light Rail trains.

**Transit Mall** – The Transit Mall is defined as 5<sup>th</sup> and 6<sup>th</sup> Avenues in downtown Portland from NW Irving Street to SW Jackson Street, inclusive of the light rail trackway, roadway and sidewalks.

**Transit Vehicles** - Light Rail vehicles, buses, or other passenger conveyances used by TriMet in the provision of transit service.

**Transit Way** – The area designated primarily for use by Transit Vehicles.

## Exhibit C: Portland Transit Mall Base Maintenance Responsibility Matrix

TriMet and the City of Portland entered into an Agreement for Enhanced Transit Mall Upkeep (City Contract No. 30000826 and TriMet Contract No. GH100324LE) which defines services to be performed by the City of Portland and services to be performed by TriMet, through its contract with Portland Mall Management, Inc. The Agreement for Enhanced Transit Mall Upkeep supplements this Agreement. Some items noted below are cleaned and maintained under the Enhanced Transit Mall Upkeep Agreement.

ITEM NO.	MAINTENANCE ITEMS	Comments	MAINTENANCE RESPONSIBILITY		
			CITY	TRIMET	PROPERTY OWNER
1.0	<b>SIDEWALKS &amp; CORNERS</b>				
	<i>Tactile Warning Devices on corners</i>		PBOT		
	<i>Cleaning</i>	<i>Excludes area from property line side of the shelter drip line/curb</i>			X
	<i>General Maintenance and Repair of sidewalk</i>				X
	<i>General Maintenance and Repair of corners</i>		PBOT		
1.5	<b>PLATFORM AREAS</b>	<b>Light Rail Stop Blocks and Bus Stop Blocks</b>			
	<i>Tactile Warning Devices adjacent to Platform Areas</i>			X	
	<i>Cleaning</i>	<i>From curb to shelter drip line at the property line side</i>		X	
2.0	<b>ROADWAY MAINTENANCE</b>				
	<i>Street Sweeping</i>	<i>Work done under annual track access permit</i>	PBOT		
	<i>General Maintenance, Resurfacing and Repair auto lane</i>		PBOT		
	<i>General Maintenance, Resurfacing and Repair bus only lane</i>	<i>TriMet responsible for managing all outreach/notification and managing bus and LRT operations to accommodate this work</i>	PBOT		
	<i>LRT Transitway</i>	<i>TriMet responsible for managing all outreach/notification and managing bus and LRT operations to accommodate this work</i>	PBOT		
	<i>General Maintenance and Repair curbs and gutters adjacent to auxiliary auto lane</i>		PBOT		
	<i>General Maintenance and Repair curbs and gutters adjacent to platform areas</i>			X	



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ITEM NO.	MAINTENANCE ITEMS	Comments	MAINTENANCE RESPONSIBILITY		
			CITY	TRIMET	PROPERTY OWNER
3.0	INTERSECTION PAVEMENT MAINTENANCE				
	General Maintenance and Repair		PBOT		
	LRT Transitway		PBOT		
	Bus only lane		PBOT		
	Auxiliary auto lane		PBOT		
	Cleaning		PBOT		
4.0	STREET LIGHTING				
	Clean Lenses, relamp, and ornamental castings		PBOT		
	Electrical System & Energy		PBOT		
	General Maintenance and Repair - Replacement of Street Light Only Pole		PBOT		
	Cleaning and painting of Street Light Only Pole		PBOT		
	General Maintenance and Repair - Replacement of combination Street Light/LRT OCS Pole			X	
	Cleaning and Painting of combination Street Light/LRT OCS Pole			X	
5.0	ROADWAY STRIPING AND MARKINGS				
	PCC Stop Bars		PBOT		
	Crosswalk Markings		PBOT		
	Automobile Lane Markings		PBOT		
	Train/Transit Lane Pavement Markings			X	
	Transit Lane Delineators	Profiled stripe/rumble strip between automobile lane and Transit Way		X	

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ITEM NO.	MAINTENANCE ITEMS	Comments	MAINTENANCE RESPONSIBILITY		
			CITY	TRIMET	PROPERTY OWNER
6.0	TRAFFIC SIGNALS				
	General Maintenance of Repair of Signal Operation and Signal Interconnect		PBOT		
	Cleaning and Painting		PBOT		
	General Maintenance and Repair - replacement of signal poles		PBOT		
	Pedestrian Crosswalk Signals		PBOT		
	Bus signals		PBOT		
7.0	TRAFFIC CONTROL & DIRECTIONAL SIGNAGE				
	General Maintenance and Repair		PBOT		
	Replace Regulatory Signage		PBOT		
	Replace Directional Signage		PBOT		
	Street Name Signs and enclosure		PBOT		
	Cleaning		PBOT		
8.0	DRAINAGE FACILITIES				
	Street Inlets and Inlet Leads		PBOT		
	General Maintenance and Repair of Main Line Sewer		BES		
	General Maintenance and Repair of Stormwater Quality Facilities		BES		
	General Maintenance and Repair of Stormwater Infiltration Strips		BES		
	Track Inlets and Leads			X	
	Platform Area Sidewalk Trench Drains			X	



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ITEM NO.	MAINTENANCE ITEMS	Comments	MAINTENANCE RESPONSIBILITY		
			CITY	TRIMET	PROPERTY OWNER
9.0	ST. MARYS PULLOUT (SW 5th Ave from SW Market to SW Mill Street)				
	Automobile Lanes on Both Sides of Trackway		PBOT		
	Trackway Median Landscaping			X	
	Trackway Median Landscaping Bollards and Chain			X	
	Sidewalk Bollards				X
	Stormwater Swales in Sidewalks		BES		
	Streetcar tracks and facilities		PBOT		
10.0	FIRE HYDRANTS				
	General Maintenance and Repair		PWB		
	Cleaning		PWB		
11.0	PLANTER POTS				
	Watering		PARKS		
	Planting, pruning and general maintenance and repair		PARKS		
	Raised Granite Street Tree Planters on SW 5th at SW Oak and SW Taylor	Includes watering			APO
12.0	STREET TREES				
	Leaf Removal				X
	General Pruning	As per City Code 20.40.080/Title 11	PARKS		X
	Pruning to maintain transit vehicle and OCS clearance	See Paragraph M of Agreement		X	
	Adjust Tree Grates		PARKS		
	Storm Damage Clean-up		PARKS/PBOT		
	Removal, Replacement and Establishment		PARKS		
13.0	BENCHES (outside Platform Areas)				
	General Maintenance, Cleaning and Repair		PBOT		

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ITEM NO.	MAINTENANCE ITEMS	Comments	MAINTENANCE RESPONSIBILITY		
			CITY	TRIMET	PROPERTY OWNER
14.0	LEANING RAILS (at Platform Areas)	(Light Rail Stop Blocks and Bus Stop Blocks)			
	General Maintenance, Cleaning and Repair			X	
15.0	ART FEATURES				
	General Maintenance, Cleaning and Repair		RACC		
16.0	BOLLARDS (EXCEPT ST. MARY'S BLOCK)				
	General Maintenance, Cleaning and Repair		PBOT		
17.0	WASTE RECEPTACLES				
	Empty Garbage and Recycling Receptacle		BPS		
	General Maintenance, Cleaning & Repair of Garbage and Recycling Receptacles		BPS		
18.0	TELEPHONE ENCLOSURES (at Light Rail Stop Blocks if provided)				
	General Maintenance, Cleaning and Repair			X	
19.0	BICYCLE FACILITIES	(City owned)			
	General Maintenance and Repair of Bike racks		PBOT		
	Cleaning of bike racks		PBOT		
	Locker Management and Leasing		PBOT		
	General Maintenance and Repair of Lockers		PBOT		
	Cleaning of Lockers		PBOT		
	General Maintenance and Repair of Bike Oases	NW 6th between NW Burnside and NW Couch: East Side SW Yamhill between SW 4th and 5th: South Side	PBOT		
	Cleaning of Bike Oases	Intersection of SW 5th and Columbia: Northeast Corner	PBOT		

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ITEM NO.	MAINTENANCE ITEMS	Comments	MAINTENANCE RESPONSIBILITY		
			CITY	TRIMET	PROPERTY OWNER
20.0	TRANSIT SHELTERS (at Platform Areas)	(Light Rail Stop Blocks and Bus Stop Blocks)			
	General Maintenance, Cleaning and Repair	Includes electrical maintenance and repair		X	
	Electrical Maintenance and Repair			X	
	Shelter Seats/benches			X	
	General Maintenance and Repair of Windscreens (Including benches where applicable)			X	
21.0	ELECTRONIC DISPLAYS, TICKET VENDING, FARE VALIDATORS, AND CCTV				
	General Maintenance, Cleaning and Repair	Includes Electrical Maintenance and Repair		X	
22.0	TRANSIT SIGNAGE				
	General Maintenance, Cleaning and Repair	Includes Electrical Maintenance and Repair		X	
23.0	TRANSIT OCS, SUBSTATIONS & ELECTRICAL SUPPLY				
	General Maintenance, Cleaning and Repair			X	
	OCS Pole Painting			X	
24.0	TRANSIT SIGNALS, DETECTION EQUIPMENT, ELECTRIFICATION, JOINT USE CONTROLLERS AND COMMUNICATIONS				
	General Maintenance and Repair			X	
	Cleaning and Painting			X	
	Energy		PBOT		
	Controller panels		PBOT		
	Part-time Warning Signs		PBOT		
	Train Control Signals and Systems			X	
	Garage Train Warning Signal at SW 5th just South of SW Jefferson			X	

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ITEM NO.	MAINTENANCE ITEMS	Comments	MAINTENANCE RESPONSIBILITY		
			CITY	TRIMET	PROPERTY OWNER
	<i>Multnomah County Courthouse Illuminated Lane Closure Sign</i>		PBOT		
25.0	<b>LRT TRACKWAY, SWITCHES, SWITCH MACHINES &amp; ASSOCIATED EQUIPMENT &amp; FACILITIES</b>				
	<i>General Maintenance, Cleaning and Repair</i>			X	
	<i>Clean Flange way</i>			X	
26.0	<b>BENSON BUBBLER DRINKING FOUNTAINS</b>				
	<i>General Maintenance and Repair</i>		PWB		
	<i>Cleaning</i>		PWB		
	<i>Painting</i>		PWB		
	<i>Water</i>		PWB		
27.0	<b>DECORATIVE FOUNTAINS</b>				
	<i>General Maintenance and Repair</i>		Parks		
	<i>Cleaning</i>		Parks		
	<i>Energy and Water</i>		Parks		
28.0	<b>JACKSON STREET LRT TERMINUS (Facilities on TriMet Property)</b>				
	<i>General Maintenance, Cleaning and Repair</i>			X	
	<i>Adjacent Walls</i>			X	
	<i>General Maintenance and Repair of Emergency Vehicle Turnaround</i>	<i>Under Permit from TriMet</i>	PBOT		

## Exhibit C: Portland Transit Mall Base Maintenance Responsibility Matrix

TriMet and the City of Portland entered into an Agreement for Enhanced Transit Mall Upkeep (City Contract No. 30000826 and TriMet Contract No. GH100324LE) which defines services to be performed by the City of Portland and services to be performed by TriMet, through its contract with Portland Mall Management, Inc. The Agreement for Enhanced Transit Mall Upkeep supplements this Agreement. Some items noted below are cleaned and maintained under the Enhanced Transit Mall Upkeep Agreement.

ITEM NO.	MAINTENANCE ITEMS	Comments	MAINTENANCE RESPONSIBILITY		
			CITY	TRIMET	PROPERTY OWNER
28.5	JACKSON STREET LRT TERMINUS (Facilities in Right of Way)				
	General Maintenance and Repair of Roadway		PBOT		
	General Maintenance and Repair of Sidewalk				X
	General Maintenance and Repair of Emergency Vehicle Turnaround		PBOT		
29.0	STEEL BRIDGE COVERED BY SEPARATE AGREEMENTS				
30.0	SNOW AND ICE CONTROL AND REMOVAL				
	Roadway		PBOT		
	Sidewalks	Area outside of shelter dripline to curb			X
	Corners		PBOT		
	Platform Areas	From curb to shelter drip line at the property line side		X	
	Transit Way	Lanes designated for use exclusively for Bus and Light Rail Vehicles	PBOT by permit	X	

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EXHIBIT D  
PORTLAND MALL MAINTENANCE AGREEMENT  
TRACK ACCESS PERMIT

Permit Number: \_\_\_\_\_



## MAX RIGHT-OF-WAY ACCESS REQUEST/PERMIT

### TRI MET

*This Section Completed by Requesting Party:*

**Dates of Access:** From: \_\_\_\_\_ To: \_\_\_\_\_

**Limits of Access:**

Eastbound Track:	From: _____	To: _____	
Time:	From: _____	To: _____	
Westbound Track:	From: _____	To: _____	
Time:	From: _____	To: _____	

**Permit Holder:** \_\_\_\_\_

Pager: \_\_\_\_\_ Cell: \_\_\_\_\_

**Number of People:** \_\_\_\_\_

**Description of Work:**

---



---



---

**Equipment Required:**

---



---

**Requesting Party:**

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**CAUTION:**

The overhead catenary electrical system must be considered **LIVE and HOT** at all times. Electrical power removal must be confirmed in the field with the designated power personnel.

*This Section Completed by Tri-Met:*

**Special Operating Conditions:**

1. Permits are good only for a maximum of 7 days
2. Request for Right-of-Way access permit must be submitted by **10:00 a.m. Monday**, a week prior to the scheduled work.
3. All personnel must wear reflective safety vests that comply ANSI Class 2 standards.
4. Advise Control when entering and leaving the right-of-way. (Telephone 503-962-8158)
5. E-mail permits to [whipplej@trimet.org](mailto:whipplej@trimet.org) or fax permit to 503-962-8123

**Required:**

Track Access Training	Yes _____	No _____	
Special Instruction:	Yes _____	No _____	# Personnel: _____
Train Order:	Yes _____	No _____	Date: _____
Call Boards:	Yes _____	No _____	Number: _____
Flags:	Yes _____	No _____	
Flagger:	Yes _____	No _____	Limits: _____
Manual Block:	Yes _____	No _____	
Bus Bridge:	Yes _____	No _____	
Power Removal:	Yes _____	No _____	
OCS:	Yes _____	No _____	
Substation:	Yes _____	No _____	
Maintenance Advisory:	Yes _____	No _____	Name: _____
Transportation Pilot:	Yes _____	No _____	
Test Plan/Coordinator:	Yes _____	No _____	
Other:	_____		

Original:

Control

Copies:

Permit Holder, Requesting Party, Manager of Maintenance-of-Way, System Safety, File

Request

Approved:

\_\_\_\_\_  
Maintenance-of-Way Project Engineer

\_\_\_\_\_  
Field Operations Track Access Coordinator



Permit Number: \_\_\_\_\_



## MAX RIGHT-OF-WAY ACCESS REQUEST/PERMIT TRI-MET

*This Section Completed by Requesting Party:*
**Dates of Access:** From: \_\_\_\_\_ To: \_\_\_\_\_
**Limits of Access:**

Northbound Track:	From: _____	To: _____	
Time:	From: _____	To: _____	
Southbound Track:	From: _____	To: _____	
Time:	From: _____	To: _____	

**Permit Holder:** \_\_\_\_\_

Pager: \_\_\_\_\_ Cell: \_\_\_\_\_

**Number of People:** \_\_\_\_\_**Description of Work:**
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
**Equipment Required:**
 \_\_\_\_\_  
 \_\_\_\_\_
**Requesting Party:**
 \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_ Email: \_\_\_\_\_
**CAUTION:**
 The overhead catenary electrical system must be considered **LIVE and HOT** at all times. Electrical power removal must be confirmed in the field with the designated power personnel.
*This Section Completed by Tri-Met:***Special Operating Conditions:**

1. Permits are good only for a maximum of 7 days
2. Request for Right-of-Way access permit must be submitted by **10:00 a.m. Tuesday**, a week prior to the scheduled work.
3. All personnel must wear reflective safety vests that comply ANSI Class 2 standards.
4. Advise Control when entering and leaving the right-of-way. (Telephone 503-962-8158)
5. FAX permit to 503-962-8123

**Required:**

Track Access Training	Yes _____	No _____	# Personnel: _____ Date: _____
Special Instruction:	Yes _____	No _____	Number: _____
Train Order:	Yes _____	No _____	_____
Call Boards:	Yes _____	No _____	_____
Flags:	Yes _____	No _____	Limits: _____
Flagger:	Yes _____	No _____	_____
Manual Block:	Yes _____	No _____	_____
Bus Bridge:	Yes _____	No _____	_____
Power Removal:	Yes _____	No _____	_____
OCS:	Yes _____	No _____	_____
Substation:	Yes _____	No _____	Name: _____
Maintenance Advisory:	Yes _____	No _____	_____
Transportation Pilot:	Yes _____	No _____	_____
Test Plan/Coordinator:	Yes _____	No _____	_____
Other:	_____		

Original:

Control

Copies:

Permit Holder, Requesting Party, Manager of Maintenance-of-Way, System Safety, File

Request

Approved:

\_\_\_\_\_ Maintenance-of-Way Project Engineer

\_\_\_\_\_ Field Operations Track Access Coordinator