

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING)
AN INTERGOVERNMENTAL AGREEMENT) RESOLUTION NO. 89-1158
WITH THE CITY OF PORTLAND AND TRI-)
COUNTY METROPOLITAN TRANSIT DISTRICT)
OF OREGON TO CONSTRUCT HOLLADAY) Introduced by Executive
STREET TRANSIT AND ROADWAY IMPROVE-) Officer, Rena Cusma
MENTS)

WHEREAS, Tri-Met, City, and Metro have mutual interest in accomplishing reconstruction of Holladay Street and certain other improvements in the vicinity of the Oregon Convention Center; and

WHEREAS, Metro is constructing its Oregon Convention Center and associated improvements, City will be reconstructing its Martin Luther King, Jr. Blvd. and completing other area transportation improvements, and Tri-Met will construct improvements to its light rail facility along Holladay Street; and

WHEREAS, Metro, City and Tri-Met agree it is in the public interest that Tri-Met assume management responsibility for all improvements along its Holladay Street light rail facility; and

WHEREAS, Tri-Met, City, and Metro have authority under ORS Chapter 190 to enter into this agreement; and


WHEREAS, Metro through Resolution No. 88-887 and City through Ordinance No. 160640 have previously entered into an agreement on May 4, 1988, which defines funding and construction responsibilities for the transportation improvements in the convention center area; and

WHEREAS, Tri-Met has submitted a grant application to the Urban Mass Transportation Administration to assist in the funding of this project (UMTA project No. OR-03-0037); and

WHEREAS, on August 28, 1989, Tri-Met received a letter of no prejudice from UMTA allowing Tri-Met to incur grant eligible costs for UMTA Project No. OR-0333-0037 as of that date;

NOW THEREFORE BE IT RESOLVED, that the Council of the Metropolitan Service District hereby approves the intergovernmental agreement with the City of Portland and the Tri-County; Metropolitan Transportation District of Oregon for construction of Holladay Street transit and roadway improvements in the form substantially as attached, and authorizes the Executive Officer to enter into this agreement with the provision that any significant wording changes negotiated prior to execution be reported to the Clerk of the Council.

ADOPTED by the Council of the Metropolitan Service District this 26th day of October 1989.


Mike Ragsdale, Presiding Officer



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 901-055 (CC) BUDGET CODE NO. 559 231109 574510 50407
 FUND: Capital DEPARTMENT: Convention Center (IF MORE THAN ONE) 559 231109 574510 50404
 SOURCE CODE (IF REVENUE) _____

INSTRUCTIONS

- OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
- COMPLETE SUMMARY FORM.
- IF CONTRACT IS —
 - SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
 - OVER \$2,500, ATTACH QUOTES, EVAL. FORM, NOTIFICATION OF REJECTION, ETC.
 - OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
- PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT engineering, construction, and project management for light rail station and reconstruction of Holladay St. adjacent to Convention Center.

2. TYPE OF EXPENSE: PERSONAL SERVICES LABOR AND MATERIALS PROCUREMENT
 PASS THROUGH AGREEMENT INTER-GOVERNMENTAL AGREEMENT CONSTRUCTION
 OTHER

OR

TYPE OF REVENUE GRANT CONTRACT OTHER

3. TYPE OF ACTION CHANGE IN COST CHANGE IN WORK SCOPE
 CHANGE IN TIMING NEW CONTRACT

4. PARTIES Metro, City of Portland, Tri-Met

5. EFFECTIVE DATE October 1, 1989 TERMINATION DATE March 1, 1991

(THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 139,000.00
 PREV. AMEND _____
 THIS AMEND _____
 TOTAL \$ 139,000.00

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1989 890 \$ 739,000.00

B. BUDGET LINE ITEM NAME Construction Improvements AMOUNT APPROPRIATED FOR CONTRACT* \$ 811,000.00

C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF August 31, 1989 \$ 1,827,200.00

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

SUBMITTED BY _____ \$ _____ MBE
 AMOUNT
 SUBMITTED BY _____ \$ _____ MBE
 AMOUNT
 SUBMITTED BY _____ \$ _____ MBE
 AMOUNT

9. NUMBER AND LOCATION OF ORIGINALS 1) City of Portland, 2) Tri-Met, 3) Contract Officer, Metro, 4) Convention Center Project

* 2 contracts identified in budget "A" list: Contracts total \$ 811,000.00

1. A. APPROVED BY STATE/FEDERAL AGENCIES? YES NO NOT APPLICABLE

B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT? YES NO

11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? YES NO
IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION _____

12. WILL INSURANCE CERTIFICATE BE REQUIRED? YES NO

13. WERE BID AND PERFORMANCE BONDS SUBMITTED? YES NOT APPLICABLE

TYPE OF BOND _____ AMOUNT \$ _____

TYPE OF BOND _____ AMOUNT \$ _____

14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)

NAME _____ SERVICE _____ MBE

NAME _____ SERVICE _____ MBE

NAME _____ SERVICE _____ MBE

NAME _____ SERVICE _____ MBE

15. IF THE CONTRACT IS OVER \$10,000

A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?

YES NO

B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?

YES DATE _____ INITIAL _____

16. COMMENTS:

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW

CONTRACT REVIEW BOARD
(IF REQUIRED) DATE _____

COUNCIL REVIEW
(IF REQUIRED) DATE _____

DEPARTMENT HEAD

COUNCILOR

DATE

FISCAL REVIEW

2. COUNCILOR

BUDGET REVIEW

3. COUNCILOR

10-3-89

LEGAL COUNSEL REVIEW AS NEEDED:

A. DEVIATION TO CONTRACT FORM _____

B. CONTRACTS OVER \$10,000 _____

C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____

I N T E R G O V E R N M E N T A L
A G R E E M E N T

THIS AGREEMENT is made between the Tri-County Metropolitan Transportation District of Oregon (hereinafter referred to as "Tri-Met"), and the City of Portland (hereinafter referred to as "City"), and the Metropolitan Service District, (hereinafter referred to as "Metro"), as of the First day of October, 1989.

W I T N E S S E T H :

Recitals:

1. Tri-Met, City, and Metro have mutual interest in accomplishing reconstruction of Holladay Street and certain other improvements in the vicinity of the Oregon Convention Center; and
2. Metro is constructing its Oregon Convention Center and associated improvements, City will be reconstructing its Martin Luther King, Jr. Blvd. and completing other area transportation improvements, and Tri-Met will construct improvements to its light rail facility along Holladay Street; and
3. Metro, City and Tri-Met agree it is in the public interest that Tri-Met assume management responsibility for all improvements along its Holladay Street light rail facility; and
4. Tri-Met, City, and Metro have authority under ORS Chapter 190 to enter into this agreement; and
5. Metro through Resolution No. 88-887 and City through Ordinance No. 160640 have previously entered into an agreement on May 4th, 1988, which defines funding and construction responsibilities for the transportation improvements in the convention center area; and
6. Tri-Met has submitted a grant application to the Urban Mass Transportation Administration to assist in the funding of this project (UMTA project No. OR-03-0037); and
7. On August 28, 1989, Tri-Met received a letter of no prejudice from UMTA allowing Tri-Met to incur grant eligible costs for UMTA project No. OR-03-0037 as of that date.

I. D E S C R I P T I O N O F P R O J E C T
A N D R E S P O N S I B I L I T I E S

A. Improvement Package No.1

Reconstruction of Holladay Street from N.E. First Avenue to N.E. Martin Luther King Jr. Blvd. (Union), including the intersections of First and King with Holladay Street, and sidewalk improvements on the south side of Holladay Street between N.E. First and N.E. Occident. Improvements shall include new sidewalks along the north edge of the street; Intersection improvements at First, Second, Third, and King including new signalization; Landscaped medians between First and Third; Bus loading areas adjacent to the South edge of Holladay; street pavement between First and King; New street lighting in the median and along the north edge of Holladay between First and Holladay; and inbound and outbound light rail station platforms (not including transit shelters and platform furnishings) between N.E. Third and King. Responsibility for this work is agreed among the parties as follows:

1. Tri-Met is responsible for the costs accruing from the following project elements:

a. New light rail station along Holladay Street between the east side of Third Avenue and the west side of Martin Luther King, Jr. Blvd. including the north/south crosswalk connection to the platforms, complete with all underground utility conduit and foundations for shelters.

b. Reconstruct northwest corner of First Avenue and construct crosswalk connection between southwest corner of First Avenue and the light rail platform.

2. City is responsible for the costs accruing from the following project elements:

a. Reconstruction of Holladay Street from Martin Luther King, Jr. Blvd. to First Avenue including two landscaped medians, new AC pavement, P.C.C. pavement bus turnout in front of Oregon Convention Center, auto/train/pedestrian signal changes, street lighting for N.E. First to N.E. Third Avenues, intersection reconstruction, and sidewalk reconstruction.

b. Intersection reconstruction as follows:

(1) Martin Luther King, Jr. Blvd. - Reconstruction will include crosswalks on north, south and east sides of the intersection and new concrete in the approximate south half of the intersection adjacent to the light rail trackway.

(2) Third Avenue - Reconstruction of crosswalk on north side between the end of the new light rail platform and the northwest corner of the intersection.

(3) Second Avenue - Reconstruction will include the crosswalks on north, east and west sides as well as

new concrete in the approximate south half of the intersection adjacent to the light rail trackway.

(4) First Avenue - Reconstruction will include the crosswalks on the north, east and south sides as well as new concrete in the approximate south half of the intersection adjacent to the light rail trackway.

c. Sidewalk Reconstruction along Holladay Street:

(1) At the northeast and southeast corners of Martin Luther King, Jr. Blvd.

(2) Along the north side from Third Avenue to Second Avenue and Second Avenue to First Avenue.

(3) Along the south side from First Avenue to Occident Avenue.

3. After completion of Improvement Package No. 1, Metro is responsible for:

Ongoing maintenance, planting, and irrigation of the two medians within Holladay Street adjacent to the Oregon Convention Center, and the installation and maintenance of banners on poles provided by Improvement Package No. 1.

4. City and Metro agree that this agreement satisfies fully Street Vacation Conditions relating to provision of funds for a light rail station and redesign and construction of the convention center's NE Holladay Street frontage.

B. Improvement Package No. 2

Improvements to the Coliseum light rail station, including creation of separate inbound and outbound platforms to increase station capacity, and enhanced transit patron safety and comfort. Also, reconstruction of the Coliseum bus transfer station utilizing the property bounded by Williams, Hassalo, Occident, and Holladay. Improvement Package 2 also includes shelters and station furnishings for the new convention center station to be included as part of Improvement Package No. 1. At Tri-Met discretion, elements of Improvement Package No. 2 may be added to Package No. 1.

Tri-Met shall have full responsibility for all costs associated with Improvement Package No. 2.

II. T E R M A N D S C H E D U L E :

A. The term of this agreement shall be from October 1, 1989 to March 1, 1991.

B. Schedule for Improvement Package No. 1

All parties will expedite the work funded under this agreement, and shall endeavor to have the Improvement Package No. 1 (Holladay Street roadway and transit improvements from First to King) substantially complete and open to traffic by August 31, 1990. To accomplish this, parties to this agreement anticipate the following schedule for Improvement Package 1:

1. Complete all design and specification work by November 1, 1989, using composite City/Tri-Met specifications and Tri-Met bidding procedures.
2. Advertise and bid the construction package during the month of November, 1989.
3. Award a contract for construction in December, 1989.
4. Notice to proceed to contractor by January 1, 1990.
5. Substantial completion by August 31, 1990.
6. Complete billings and payments by March 1, 1991.

C. Schedule for Improvement Package No. 2

Improvement Package No. 2 shall be pursued expeditiously by Tri-Met, who anticipates the following schedule:

1. Advertise and bid the construction package during December, 1989.
2. Award a contract for construction in January, 1990.
3. Notice to proceed to contractor in February, 1990.
4. Substantial Completion by December 31, 1990.

III. F I N A N C I N G :

A. Financing Obligations of Metro:

1. Metro shall make payments to Tri-Met in an amount not to exceed \$575,000.00 for Metro's contribution to Preliminary Engineering and Final Engineering, construction and any land acquisition necessary to the projects included in both Improvement Packages No. 1 and No. 2. Metro authorizes these funds to be used as local match for UMTA Project No. OR-03-0037. Projects are to be constructed by Tri-Met and upon completion owned by Tri-Met.

2. Metro shall make payments to Tri-Met in an amount not to exceed \$162,500 to apply to construction of the Holladay Street roadway improvements.

Metro shall make payments to Tri-Met's finance division monthly, based on actual expenses incurred by Tri-Met and billed to the Metro. Metro shall forward payment to Tri-Met within 15 days of receipt of an invoice acceptable to Metro.

3. Metro agrees to pay City \$1,500.00 plan check fee for Improvement Package No. 1, and shall pay the City upon receipt of an invoice.

B. Financing Obligations of Tri-Met:

1. Tri-Met shall secure Federal funding in the amount of \$2.5 million for the program of Oregon Convention Center transit improvements, to be applied to transit improvements in Improvement Packages No. 1 and No. 2.

2. From Tri-Met's financial program for the Convention Center Transit Improvements, Tri-Met shall make available up to \$400,000 for transit-related improvements included in Package No. 1, exclusive of project administration and management. This provision shall not limit Tri-Met's ability to use these funds for other convention center area transit improvements should the costs associated with Tri-Met's responsibilities for Improvement Package No. 1 as herein described total less than \$400,000.00.

3. Tri-Met shall bill the City and Metro actual costs of the work agreed to by Metro and the City herein as their responsibility, up to the not to exceed maximums set for construction expenses within this section. Tri-Met charges to City and Metro may not exceed the amounts herein without written permission of the affected parties. Bills shall be submitted to the City and Metro project managers for approval and payment processing.

4. Tri-Met, City and Metro project managers, utilizing the engineer's estimate, shall prepare a preliminary cost responsibility tabulation prior to bidding. After receipt of an apparent low responsive bid the respective project managers will expeditiously prepare adjustment to the cost responsibility tabulation based on actual bid costs. Tri-Met shall not award the contract without prior approval of City Engineer.

C. Financing Obligation of City:

1. City shall pay to Tri-Met an amount not to exceed \$1,093,304.00 for roadway related improvements included in Package No. 1. Included in this not to exceed maximum is \$108,000.00 in project contingency which may not be committed by Tri-Met without prior written consent of City's project manager.

City shall make payments to Tri-Met's finance division monthly, based on actual expenses incurred by Tri-Met for the project elements defined herein as City responsibility. Costs shall be

billed to the City by Tri-Met. City shall forward payment to Tri-Met within 20 days of receipt of an acceptable invoice.

IV. PROJECT MANAGEMENT RESPONSIBILITIES

Tri-Met shall be the responsible agency for design and construction of the project and will direct all activities necessary for the timely completion of the work described herein.

A. Improvement Package No. 1 Obligations

1. Tri-Met Obligations are:

a. Tri-Met shall compile previously prepared plans, specifications, and estimates of the project cost into contract documents, and shall administer the public bidding of this work.

b. Tri-Met shall establish an on-site project office to direct the work. Project office shall consist of a Project Manager, Assistant Project Manager, Office Engineer, Engineering Technician, and Clerical Support. Tri-Met shall also provide a full-time inspector at Tri Met's sole cost.

c. Tri-Met shall award the construction contract and oversee the timely completion of the work.

2. City Obligations are:

a. Provide a City project manager as a single point of contact to assist Tri-Met in its efforts. This assistance shall include the coordination, review and approval process within City jurisdiction, approval and recommendation for payment all billings submitted to City by Tri-Met as defined in the Finance Section of this agreement, Coordinate the work of City Bureaus for signals, street lighting, striping, signage, and water main relocation. The City shall promptly review designs, both preliminary and final, for conformance to:

- standards for construction
- Traffic circulation
- Conformance to City Plans and Policy
- Conformance with Funding Agreement

b. City shall issue a permit for construction to Tri-Met upon satisfactory completion of the final design of Improvement Package No. 1.

c. Provide City inspector at no charge to Tri-Met. City inspector shall report to the Tri-Met project manager and shall represent the mutual interests of City, Tri-Met, and Metro.

d. City agrees to pay Tri-Met up to \$92,000.00 for project management, permits and other fees, and up to \$20,000.00 in testing laboratory fees, based upon actual hours and costs assigned to Improvement Package No. 1, as outlined in section 4. below. City agrees to pay Tri-Met for these expenses within 20 days of receipt of an acceptable invoice from Tri-Met.

3. Metro Obligations are:

a. To provide a project manager to coordinate its efforts and responsibilities in relation to the work of this agreement.

b. To provide to Tri-Met at no cost the completed plans and specifications for Improvement Package No. 1.

4. City and Tri-Met agree to the following cost split regarding project management for actual hours and costs incurred in managing Improvement Package No. 1:

Project Manager	Tri-Met 30%	City 70%
Assistant Project Manager	Tri-Met 30%	City 70%
Office Engineer	Tri-Met 30%	City 70%
Clerical	Tri-Met 30%	City 70%
Engineering Technician	Tri-Met 100%	City 0%
Inspector #1 (City personnel)	Tri-Met 0%	City 100%
Inspector #2 (Tri-Met personnel)	Tri-Met 100%	City 0%
Testing Laboratory	actual responsibility	
Miscellaneous Office Expenses	Tri-Met 30%	City 70%

Staffing level assumes this project team shall also manage Improvement Package No. 2, and possibly other transit improvements in the immediate area, the management costs of which shall be borne solely by Tri-Met. Staffing shall be reduced accordingly should overall management responsibilities be reduced. Changes to the project management team must be agreed to by City project manager.

Tri-Met agrees to provide City accounting of management team hours and costs. Tri-Met and City project managers shall develop mutually agreeable format for billing and reporting of project management costs.

B. Improvement Package No. 2 Obligations

All project management and construction activities necessary to deliver Improvement Package No. 2 shall be borne solely by Tri-Met.

V. MISCELLANEOUS

A. Project Managers

The overall coordination and direction of the project shall be provided by Metro, Tri-Met and the City's project managers. Tri-Met's project manager is Bill Wilkerson, City's project manager is Ron Kleinschmit, and Metro's project manager is Neil McFarlane. Changes in project managers must be noted in writing to all parties to this agreement.

Tri-Met, City and Metro through their respective project manager, agree to weekly or bi-weekly coordination meetings. The purpose of the meetings is to review the progress of the project, take necessary action on anticipated changes or project costs and to resolve any problems that may arise. This requirement is not intended to limit the responsibility of the parties to expeditiously take necessary actions in the interim.

Tri-Met shall maintain sole responsibility for managing and administering this project. The City's inspector shall report to Tri-Met in the performance of his duties.

B. Notices

All notices provided for hereunder shall be in writing and sufficient if deposited in the United States Mail, postage prepaid, to the parties addressed below:

Tri-Met
attn: Bill Wilkerson
115 N.W. First Avenue, Suite 500
Portland, Oregon 97209

City of Portland
attn: Ron Kleinschmit
1120 S.W. Fifth Avenue, 8th Floor
Portland, Oregon 97204

Metro
attn: Neil McFarlane
2000 SW First Avenue
Portland, Oregon 97201-5398

C. Previous City/Tri-Met Agreement Amended:

As authorized by City Ordinance No. 157073 passed by Council February 20, 1985, Tri-Met and the City have entered into a maintenance agreement. City and Tri-Met agree to the following modifications (additions underlined):

1. Tri-Met warrants that the design of its median platform between N.E. 3rd and N.E. Martin Luther King, Jr. Blvd. is adequately designed to not impact an existing 42 inch sewer main lying thereunder. Should routine maintenance or reconstruction of the line be required, Tri-Met will accept its mutually agreed

share of additional costs of said work, caused by this encumbrance.

2. Elements of improvement package no. 1 will create a north side and median platform between N.E. 3rd Avenue and N.E. Martin Luther King, Jr. Blvd. Elements of improvement package no. 2 will create a north side platform between N.E. Occident Avenue and N.E. First Avenue. Consistent with the definition of maintenance responsibility of the aforementioned agreement, these will become the responsibility of Tri-Met. Other improvement elements falling within each others areas will become that parties responsibility.

Except as modified by this agreement, the scope and intent of all other provisions of the original City/Tri-Met agreement remain unchanged and in full force and effect.

D. Previous City/Metro Agreement Amended

Metro through Resolution No. 88-887 and City through Ordinance No. 160640 have previously entered into an agreement on May 4th, 1988, which defines funding and construction responsibilities for the transportation improvements in the convention center area. City and Metro agree to amend Section B.3 of this agreement as follows (additions underlined):

Metro shall provide up to \$1,000,800.00 to the City in the manner described in Section D below, for the traffic signal and intersection improvements specified on Attachment A, which includes \$207,000.00 for off-site pedestrian improvements to be determined by the City (City item No. 12). City shall have flexibility to shift funds among projects included on Attachment A, or to other projects in the Oregon Convention Center Area, provided that the maximum not to exceed amount of \$1,008,800 is not exceeded.

Except as modified by this agreement, the scope and intent of all other provisions of the original City/Metro agreement remain unchanged and in full force and effect.

E. Default

Tri-Met shall be deemed to be in default if it fails to comply with any provisions of this agreement. Tri-Met shall be liable to Metro and City for all reasonable costs and damages incurred by Metro and City as a result of the default.

Metro shall be deemed to be in default if it fails to comply with any provisions of this agreement. Metro shall be liable to Tri-Met and City for all reasonable costs and damages incurred by Tri-Met and City as a result of the default.

City shall be deemed to be in default if it fails to comply with any provisions of this agreement. City shall be liable to Metro and Tri-Met for all reasonable costs and damages incurred by Metro and Tri-Met as a result of the default.

F. Law of Oregon

This Agreement shall be governed by the laws of the State of Oregon. All provisions required by ORS Chapter 279 to be included in public contracts are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein.

G. Maintenance and Inspection of Records

1. Required Records

Comprehensive records and documentation relating to the work conducted under this agreement shall be kept by Tri-Met, Metro and the City.

2. Audit and Inspection of Records

Tri-Met shall permit the authorized representatives of Metro and/or City to inspect and audit all data and records of Tri-Met relating to its performance under this Agreement for a period of three (3) years after expiration of this Agreement.

H. Adherence to Law

Tri-Met shall adhere to all applicable laws governing its relationships with its employees, including but not limited to laws, rules, regulations, and policies concerning workers' compensation, and minimum and prevailing wage requirements, and all other applicable federal and state laws and regulations.

I. Liability and Indemnification

Tri-Met acknowledges that it is an independent contractor and assumes responsibility for liability arising out of its performance of this agreement. Tri-Met agrees to hold Metro and City harmless and indemnify Metro and City for any and all liability settlements, losses, costs, and expenses in connection with any action, suit or claim resulting from Tri-Met's negligent errors, omissions or acts performed pursuant to this Agreement.

Metro shall hold Tri-Met and City harmless and indemnify Tri-Met and City for any and all liability, settlements, losses, costs, and expenses in connection with any action, suit or claim resulting from Metro's negligent errors, omissions, or acts performed pursuant to this agreement.

City shall hold Tri-Met and Metro harmless and indemnify Tri-Met and Metro for any and all liability, settlements, losses, costs, and expenses in connection with any action, suit or claim

resulting from City's negligent errors, omissions, or acts performed pursuant to this agreement.

J. Subcontractors and Assignments

Neither Metro, Tri-Met or the City shall assign or subcontract any of their respective rights or obligations acquired hereunder without obtaining prior written approval from the other party.

K. Federal Funding Limitation

Metro and City understand that funds to pay for Tri Met's performance under this agreement have been, or shall be, made available from the United States Department of Transportation through the Urban Mass Transportation Administration (UMTA). Tri-Met's obligation hereunder is payable from funds that are appropriated and allocated by UMTA for the performance of this agreement. If funds are not allocated, or ultimately are disapproved by UMTA, Tri-Met shall not be liable for payment and may terminate or suspend any contractor's services, without penalty, until such time as funds are available. Tri-Met shall notify Metro and City promptly in writing of the nonallocation, delay, or disapproval of funding. It is understood and agreed that Tri-Met shall not be liable for damages in connection with this agreement on account of delay in payments to any contractor due to lack of available funds.

L. Integration

This Agreement constitute the entire, complete and final expression of the Agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter indicated.

By:

Metropolitan Service District

By: _____
Title: _____

Approved as to Form:

Legal Counsel

City of Portland

By: _____
Title: _____

Approved as to Form:

Legal Counsel

Tri-County Metropolitan Transportation
District of Oregon

By: _____

Title: _____

Approved as to Form:

Legal Counsel

CONVENTION, ZOO & VISITORS
FACILITIES COMMITTEE REPORT

RESOLUTION NO. 89-1158, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND AND TRI-MET TO FUND TRANSIT AND ROADWAY IMPROVEMENTS ADJACENT TO THE OREGON CONVENTION CENTER

Date: October 13, 1989

Presented By: Councilor Knowles

COMMITTEE RECOMMENDATION: At the October 10, 1989 Convention, Zoo & Visitors Facilities Committee meeting, Councilors Buchanan, McFarland, Van Bergen and myself voted unanimously to recommend Council adoption of Resolution No. 89-1158 as amended. Councilor DeJardin was absent.

COMMITTEE DISCUSSION/ISSUES: Resolution No. 89-1158 authorizes the execution of an intergovernmental agreement with Tri-Met and the City of Portland for the construction of Holladay Street transit and roadway improvements. The Metro FY89-90 budget listed two Convention Center street and transit improvement contracts as "A" contracts totalling \$811,000. This intergovernmental agreement combines the two into one contract with the City of Portland and Tri-Met, with Metro's contribution totalling \$739,000. Convention Center staff Neil McFarlane noted Tri-Met and the City of Portland will each provide funds exceeding Metro's obligation. The attached staff report details the Holladay Street improvements, describes light rail station enhancements, and notes the work will be divided into two packages with construction managed by Tri-Met. Staff distributed an addendum to the intergovernmental agreement adjusting Metro's upper cap from the original \$1,000,800 down to \$856,200. Committee members did not raise any concerns or issues regarding the resolution or the intergovernmental agreement.

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STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 89-1158 FOR THE PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND AND TRI-MET TO FUND TRANSIT AND ROADWAY IMPROVEMENTS ADJACENT TO THE OREGON CONVENTION CENTER

Date: October 2, 1989

Presented by: Neil McFarlane

BACKGROUND AND FACTUAL ANALYSIS:

During the budget process the Council identified two contracts regarding street and transit improvements as "A" list contracts. The work contemplated to be completed by these contracts has been combined into one contract with the City of Portland and Tri-Met. The contract amounts reflected in the budget total \$811,000.

As a condition of the street vacation ordinance, Metro is required to reconstruct NE Holladay Street adjacent to the convention center and to provide a new light rail station. The City of Portland via its Transportation Engineering division and Tri-Met, via its engineering staff, have worked closely with project staff and design team in the development of design documents for these projects.

Reconstruction of Holladay Street includes paving the street from Martin Luther King Jr Blvd to First Avenue, provision of two landscaped medians, construction of a bus turnout in front of the convention center, street lights, striping, intersection reconstruction, sidewalk reconstruction, and auto, train, and pedestrian signal changes.

In addition to a new light rail station, improvements will be made to the Coliseum light rail station and the Coliseum bus transfer station.

An intergovernmental agreement describing these elements in detail and assigning responsibility for funding and management has been drafted. The current draft is attached to this staff report. No substantive changes are anticipated between this draft and the final agreement. This draft is under review by the appropriate legal and operational personnel at the City and Tri-Met. A final version will be submitted to the committee as soon as it is available.

Under this agreement, Tri-Met will manage the reconstruction of Holladay Street and the construction of the new light rail station. Metro's financial obligations are:

\$575,000	new light rail station
162,500	reconstruction of Holladay
<u>1,500</u>	plan check fee
\$739,000	Total

These funds are allocated within the overall project budget, and are reflected in the 1989-90 Metro budget in the convention center's capital budget. Design fees incurred by Metro prior to the drafting of this contract have reduced Metro's contribution from the budgeted contract amounts.

Tri-Met has received a letter of no prejudice from UMTA allowing Tri-Met to incur grant eligible costs as of August 28, 1989. Metro's \$575,000 will be used as local matching funds for Tri-Met's \$2.5 million federal grant.

The City of Portland will contribute over \$1 million for roadway improvements in the Lloyd district, assist with project management, and provide inspection services.

The work is divided into two packages. Package No. 1 includes the reconstruction of Holladay and the base of the light rail platform. Package No. 2 includes the remaining transit elements and the light rail platform structure.

Design documents for Package No. 1 are completed and have been submitted to the City of Portland for formal review and approval. The package will be bid during the month of November, with a contractor selected in December and a notice to proceed issued by January 1, 1990. Substantial completion is scheduled by August 31, 1990.

Construction work on Package No. 2 is expected to begin in February, 1990, with substantial completion by December 31, 1990.

This intergovernmental agreement also amends Contract No. 88-3-571, approved by Metro through Resolution 88-887 and by the City of Portland through Ordinance No. 160640. Contract No. 88-3-571 defines the funding and construction responsibilities for the transportation improvements in the convention center area. The amendment allows the City the flexibility to shift funds among projects defined by the original agreement or to other projects within the convention center area, so long as the maximum amount of the agreement (\$1,000,800) is not exceeded.

EXECUTIVE OFFICER RECOMMENDATION:

The Executive Officer recommends approval of Resolution No. 89-1158, authorizing the execution of an intergovernmental agreement with Tri-Met and the City of Portland for the construction of Holladay Street transit and roadway improvements.