

PORTLAND DEVELOPMENT COMMISSION
Portland, Oregon

RESOLUTION NO. 6792

**AUTHORIZING AN AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT BETWEEN PORTLAND
DEVELOPMENT COMMISSION AND OFFICE OF
MANAGEMENT AND FINANCE FOR THE UNION STATION
CRITICAL REPAIRS PROJECT FOR AN AMOUNT OF
\$6,424,929**

WHEREAS, the Portland Development Commission (“PDC”) acquired the Union Station property located at 800 NW 6th Avenue (“Union Station”) in 1987 to meet the objectives of the Downtown Waterfront Urban Renewal Plan, and in 2008 Union Station was removed from the Downtown Waterfront Urban Renewal Area, and in 2009 Union Station was added to the River District Urban Renewal Area and the Amended and Restated River District Urban Renewal Plan;

WHEREAS, the City of Portland Office of Management and Finance (“OMF”) provides professional property management, building maintenance, and project management services to City-owned and leased buildings, and currently provides such services for Union Station pursuant to the Agreement on Management of Union Station Property dated November 3, 1998, between PDC and OMF;

WHEREAS, Degenkolb Engineers prepared the Union Station Facility Assessment and Seismic Work Plan in 2001, which identified a range of needed facility improvements, and in 2007 PDC, in consultation with OMF and Architectural Cost Consultants, updated the cost estimates associated with the recommended improvements and identified the timing of the improvements as critical (“Critical Repairs”), near critical, or long term;

WHEREAS, PDC and OMF entered into the Intergovernmental Agreement for the Union Station Critical Repairs Project dated June 1, 2009 (“Agreement”), establishing the terms and conditions by which PDC engaged OMF to perform specific services to implement a portion of the Critical Repairs;

WHEREAS, PDC and OMF desire to amend and restate the Agreement to expand the scope of work, schedule, and budget for the Critical Repairs to be implemented by OMF;

WHEREAS, the grant awarded to OMF by the Oregon Department of Transportation’s Transportation Enhancement Program for the purposes of designing and constructing a portion of the Critical Repairs has increased from \$1,200,000 to \$2,636,000 (the “ODOT TE Grant”);

WHEREAS, OMF now intends to contribute \$400,000 from the Union Station Major Maintenance Fund controlled by OMF;

WHEREAS, PDC’s financial commitment to OMF will increase from \$315,000 to up to \$6,424,929 to cover the remaining costs for OMF to design and construct the expanded scope

of Critical Repairs, including certain costs related to application for the ODOT TE Grant and the required local match for the ODOT TE Grant;

WHEREAS, the Federal Railroad Administration has awarded \$5,900,000 from the High Speed and Intercity Passenger Rail Program for constructing a portion of the Critical Repairs (“HSIPR Grant”), and the funding will be provided to OMF through ODOT in a future agreement; and

WHEREAS, OMF will make all reasonable efforts to ensure the utilization of the HSIPR Grant, and when secured, the grant will be applied to reduce PDC’s funding commitment.

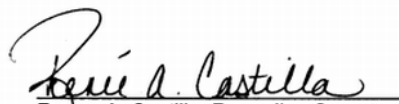
NOW, THEREFORE, BE IT RESOLVED that the Executive Director is authorized to execute the Amended and Restated Intergovernmental Agreement between Portland Development Commission and the City of Portland’s Office of Management and Finance for the Critical Repairs Project, substantially in the form attached hereto as Exhibit A (the “Amended and Restated IGA”);

BE IT FURTHER RESOLVED that the Executive Director shall utilize a construction advisor to monitor the construction activities under the Amended and Restated IGA on PDC’s behalf and shall direct PDC staff to monitor the MWESB utilization;

BE IT FURTHER RESOLVED that the Executive Director is authorized to modify the Amended and Restated IGA, before or after execution, if the Executive Director and General Counsel determine that the modifications do not materially increase PDC’s risks or obligations; and

BE IT FURTHER RESOLVED that this resolution shall become effective thirty days from the date of its adoption.

Adopted by the Portland Development Commission on May 12, 2010.


Reree A. Castilla, Recording Secretary

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT

**Between
Portland Development Commission
And
Office of Management and Finance
For the
Union Station Critical Repairs Project**

This Amended and Restated Intergovernmental Agreement (“Agreement”), dated this ____ day of _____, 2010, (“Effective Date”) is made and entered into by and between the **City of Portland, Office of Management and Finance** (“OMF”) and the **Portland Development Commission** (“PDC”).

This Amended and Restated Intergovernmental Agreement amends and restates (in its entirety) that certain Intergovernmental Agreement between OMF and PDC dated June 1, 2009 (the “Original Agreement”). To the extent this Amended and Restated Intergovernmental Agreement is the same as the Original Agreement, it shall be deemed a continuation thereof. To the extent this Amended and Restated Intergovernmental Agreement is different from the Original Agreement, it shall be deemed to be an amendment thereof.

RECITALS

1. PDC, as the duly-designated Urban Renewal agency of the City of Portland, is granted broad powers under ORS 457.170 for the planning and implementation of urban renewal projects.
2. PDC acquired Union Station property located at 800 NW 6th Avenue, Portland, Oregon 97209 (“Union Station”), in 1987, to meet the objectives of the Downtown Waterfront Urban Renewal Plan.
3. In 2008, Union Station and certain surrounding property were removed from the Downtown Waterfront Urban Renewal Area and, in 2009, added to the River District Urban Renewal Area, and the Amended and Restated River District Urban Renewal Plan expressly contemplates rehabilitation of Union Station as part of the anticipated redevelopment and development of surrounding areas.
4. OMF provides professional property management, building maintenance and project management services to City-owned and leased buildings, and currently provides such services for Union Station pursuant to that certain Agreement on Management of Union Station Property dated November 3, 1998, between PDC and OMF (“Management Agreement”).
5. Degenkolb Engineers prepared the *Union Station Facility Assessment and Seismic Work Plan* (“Facility Assessment”) in 2001, which identified a range of needed facility improvements, and in 2007 PDC, in consultation with OMF and Architectural Cost Consultants, updated the cost estimates associated with the recommended

improvements and identified the timing of the improvements as Critical, Near Critical or Long Term.

6. Both parties desire to enter into an agreement that will establish terms and conditions by which PDC will engage OMF for performing specific services to implement a portion of the critical repairs identified by PDC and OMF in connection with the update of the cost estimates in the Facility Assessment (the “Union Station Critical Repairs”).
7. OMF has been awarded a grant from the Oregon Department of Transportation (“ODOT”) Transportation Enhancement (“TE”) Program in the total amount of \$2,636,000 to cover the cost of designing and constructing a portion of the Union Station Critical Repairs (the “ODOT TE Grant”).
8. OMF intends to contribute \$400,000 from the Union Station Major Maintenance Fund controlled by OMF for the purposes of constructing a portion of the Union Station Critical Repairs.
9. On the terms and conditions of this IGA, PDC will pay OMF up to \$6,424,929 (inclusive of any payments made by PDC to OMF for the Union Station Critical Repairs prior to the date of this Amended and Restated Intergovernmental Agreement) to cover the remaining costs for OMF to design and construct the Union Station Critical Repairs, including certain costs related to application for the ODOT TE Grant. PDC’s payments under this IGA will also constitute the required local match for the ODOT TE Grant.
10. The Federal Railroad Administration (“FRA”) has selected Union Station for award of \$5,900,000 in American Recovery and Reinvestment Act of 2009 (“ARRA”) High Speed Intercity Passenger Rail (“HSIPR”) Program funding (the “HSIPR Grant”) for constructing a portion of the Critical Repairs, and the funding will be provided to OMF through ODOT in a future agreement if all award criteria are met and final award is confirmed.
11. PDC and OMF intend and anticipate that the HSIPR Grant, if and when available, will be applied to reduce PDC’s funding for the Union Station Critical Repairs.
12. A cooperative partnership between the PDC and OMF will be beneficial to the implementation of the Union Station Critical Repairs.

Now therefore, the parties agree as follows:

AGREEMENT

I. THE PROJECT

- A. Background:** Union Station, an unreinforced masonry building listed on the National Historic Register, is a high seismic risk and in need of major rehabilitation. Based on the Facility Assessment, PDC and OMF have identified a number of Union Station

Critical Repairs including roof replacement of all roof sections older than 30 years; repair or replacement of associated gutters, downspouts, and eaves; repair of all skylights, windows, and doors; repair of exterior sandstone and cement plaster walls; addition of insulation throughout the attic; seismic structural upgrades, including anchors between roof and walls, addition of shear walls at Baggage Handling and Shop areas, and addition of seismic wall cores at Main Concourse exterior walls. PDC is engaging OMF, under the terms and conditions of, and as further described in, this Agreement, to implement the Union Station Critical Repairs.

B. Project Description and Summary of Budget

1. OMF shall complete the following work in connection with the repair and rehabilitation of Union Station, in a manner consistent with the Schedule of Work and Budget set forth in Exhibit A, the list of physical improvements set forth in Exhibit B, and substantially in accordance with the 100% Construction Documents prepared as part of the Design Phase by Architectural Resources Group (the "Project"):
 - a) Schematic Design, Design Development, Contract Documents, and Permitting (the "Design Phase"):
 - (1) Architectural and Engineering services needed to establish existing conditions of Union Station and prepare plans and specifications for the implementation of the physical improvements set forth in Exhibit B;
 - (2) Environmental analysis required to meet federal requirements regarding the National Environmental Policy Act and State Historic Preservation Office Section 106, Finding of Effect documentation;
 - (3) Preparation of cost estimates for physical improvements set forth in Exhibit B.
 - (4) Application for all permits and approvals necessary for the implementation of the physical improvements set forth in Exhibit B.
 - (5) The Design Phase is expected to take place from June 1, 2008 through January 2010 and is estimated to cost a total of \$669,198. As part of the Design Phase, OMF shall provide the following deliverables: Design Services Professional Services Contract; Design Development Documents; 50% Construction Documents; 90% Construction Documents; 100% Construction Documents; Section 106 Finding of Effect documentation, Cost Estimates, Construction Permits.

- b) Bidding, Contracting, and Construction Services (the “Construction Phase”):
- (1) Oversight of bidding and public contracting for construction services;
 - (2) Construction services and contract billing for implementation of the physical improvements set forth in Exhibit B. Construction of the physical improvements shall be substantially in accordance with the 100% Construction Documents and any bid addenda documents prepared as part of the Design Phase by Architectural Resources Group.
 - (3) The Construction Phase is expected to take place from February 2010 through June 2012 and to cost \$8,776,731. As part of the Construction Phase, OMF shall provide the following deliverables: Construction Contract; Construction Notice To Proceed; Completed Physical Improvements; Performance and Material Warranties.
- c) Grant Application and Compliance (“Grant Administration”):
- (1) Preparation and submission of an application for funding from the ODOT TE Program, including definition of the scope of work, application preparation, coordination with Portland Bureau of Transportation (“PBOT”) for generation of approvals from METRO and City Council, submission of the Notice of Intent and final application to ODOT, arrangement of support during public comment period and attendance at public meetings as project proponent, and miscellaneous coordination with ODOT.
 - (2) Execution of grant funding agreements, and management of grant funding disbursement and coordination of any reporting and compliance as required by the ODOT TE Program Grant and the HSIPR Grant. OMF shall make all reasonable efforts to ensure the availability and utilization of the HSIPR Grant, including, to the extent feasible, seeking to obtain all Project approvals and integrate contract language required by FRA and ODOT prior to executing a construction contract for the Project. If OMF receives the HSIPR Grant funds, OMF shall use such funds to reimburse PDC for costs paid by PDC under this Agreement to the extent such reimbursement is a permissible use of the HSIPR Grant funds.
 - (3) Grant Administration is expected to take place from January 2008 through December 2012 and to cost \$15,000 for the grant application portion only of the Grant Administration. Grant compliance costs will be covered as part of costs of the Design and

Construction Phases. As part of Grant Administration, OMF shall provide the following deliverables: Grant Application; Grant Agreements; Invoices for reimbursement; and compliance with Reporting Requirements.

2. To follow is a summary of the budget for the Project.
 - a) ODOT TE Grant:
 - (1) ODOT, through the ODOT TE Grant, is providing to OMF a total of \$2,636,000 for the purposes of designing and constructing a portion of the Project
 - b) Subject to the terms and conditions of this Agreement, PDC will pay OMF the following amounts for the Project:
 - (1) \$570,000 in tax increment financing from the River District Urban Renewal Area (RD TIF) in FY09/10 – FY11/12, constituting the local grant match to the amended ODOT TE Grant, for design and construction services.
 - (2) \$15,000 in RD TIF in FY09/10 – FY11/12 for the purposes of completing the ODOT TE Grant application.
 - (3) \$5,839,929 in RD TIF in FY09/10 – FY11/12 for design and construction services.
 - c) HSIPR Grant:
 - (1) The Federal Railroad Administration, through ODOT, is anticipated to provide \$5,900,000 through the HSIPR Grant to OMF, for the purposes of designing and constructing a portion of the Project. OMF shall use such funds, if secured, to reimburse PDC for costs covered under this Agreement to the extent such reimbursement is a permissible use of the HSIPR Grant funds.
 - d) Union Station Major Maintenance Fund:
 - (1) OMF will contribute \$400,000 from the Union Station Major Maintenance Fund controlled by OMF for the purposes of designing and constructing a portion of the Project.
3. OMF shall proceed with the Project substantially in accordance with the timeframes set forth in the Schedule of Work and Budget attached hereto as Exhibit A and shall complete the Project no later than December 30, 2012.

II. CONTRACT MANAGEMENT

A. PDC.

1. **Contract Signatory.** The PDC Contract Signatory shall be Bruce A. Warner, or such other person as designated in writing by the PDC Executive Director ("PDC Contract Signatory"). The PDC Contract Signatory is authorized to give notices and to carry out other PDC actions referred to herein, including termination of this Agreement as provided in Section V.
2. **Contract Manager.** The PDC Contract Manager shall be Lois Cortell ("PDC Contract Manager"). The PDC Contract Manager is responsible for the day-to-day management of the Agreement as provided herein and serves as the first level of conflict resolution.

B. OMF

1. **OMF Contract Signatory.** The OMF Contract Signatory shall be Jeffrey Baer, or such other person as designated in writing by the Director of the Office of Management and Finance ("OMF Contract Signatory"). The OMF Contract Signatory is authorized to give notices and to carry out other Bureau actions referred to herein, including termination of this Agreement as provided in Section V.
2. **OMF Contract Manager.** The OMF Contract Manager shall be Jim Coker ("OMF Contract Manager"). The OMF Contract Manager is responsible for the day-to-day management of the Agreement as provided herein and serves as the first level of conflict resolution.

C. Management Staffing.

1. A Project Manager shall be designated by OMF ("OMF Project Manager"), and a Project Manager shall be designated by the PDC ("PDC Project Manager") to carry out designated responsibilities related to the Project.
 - a) The PDC Project Manager ("PDC Project Manager") shall be Sarah Harpole, or such other person as designated in writing by the Central City Division Manager in the Urban Development Department of the Portland Development Commission.
 - b) The OMF Project Manager ("OMF Project Manager") shall be Marina Cresswell, or such other person as designated in writing by the Manager of Facilities Services in the Business Operations division of the Office of Management and Finance and approved by the PDC Project Manager.
2. If either Project Manager is not performing or is not able to continue performing the responsibilities related to the Project, then the respective Contract Manager shall designate a replacement Project Manager. If a replacement Project Manager is not available, then upon written agreement of

the parties, the other party may take on all project management responsibilities related to the Project.

3. The PDC Contract Manager and the OMF Contract Manager will confer quarterly to review project management and staffing needs and performance, and identify desired changes, if any. If either the PDC or OMF desires to replace a Project Manager, or other key staff identified below, the party's Contract Manager shall notify the other Contract Manager in writing, and if required, they will meet to discuss and agree on adjusting the Project accordingly to provide adequate time to make such change.

D. OMF Project Staffing: The following OMF personnel are being assigned to perform work under this Agreement. Only personnel listed below, or personnel whose work is subsequently determined by OMF as necessary to the Project, shall be reimbursed for authorized work.

1. Jim Coker, Supervising Project Manager
2. Marina Cresswell, Project Manager

E. PDC Project Staffing: The following PDC personnel are being assigned to perform PDC's obligations under this Agreement.

1. Sarah Harpole, Project Manager
2. Steven Shain, Development Manager
3. Dave Obern, Construction Services Manager

F. Approvals.

1. OMF is not obligated to perform, and PDC is not authorized to pay for, any work not identified in the description of the Project set forth above.

G. Project Management.

1. OMF and PDC agree that cooperation, streamlining and avoiding duplication of services is critical to move the Project to completion. The Parties shall make every reasonable effort to respond in a timely manner to requests, inquiries and deadlines regarding the Project and Contract Management.
2. PDC and OMF agree to the following:
 - a) OMF shall initiate solicitation and procurement of the Professional Services and Construction Contract(s) and shall be the lead Party during the duration of the Project. PDC shall provide OMF with support and assistance during all phases of the Project.
 - b) At relevant project milestones (e.g., completion of cost estimates, prior to bid, contract execution, and reconciliation of grant contributions) decisions as to alignment of the Project scope, schedule, and budget shall be made jointly by OMF and PDC.

- c) OMF may make minor decisions to handle urgent, unforeseen and other issues related to design, construction and administration of the Project with follow-up notice to PDC. The Parties agree that a minor decision is considered to be a decision that does not substantially alter or impact Project scope, budget or schedule. Failure to respond in a timely manner by specified deadlines waives the right to afford input to the issue.
- d) OMF will provide PDC with copies of all grant agreements and amendments, bid notices and addenda, contract agreements and amendments, change order requests, and stop work orders, as they are generated. OMF will provide PDC with copies of all RFIs, submittals, shop drawings, substitution requests, field change directives, clarifications, supplemental instructions, and all other construction related correspondence, at the end of the Project or the termination of this Agreement, whichever comes sooner. During construction, all OMF construction files and documentation will be available at OMF offices for PDC to review with 5 business days prior notification.
- e) The Parties agree that all contracts entered into to implement the Project shall have insurance coverage satisfactory to the Parties that includes naming OMF, PDC and the City of Portland as additional insureds with appropriate endorsements.

H. Public Involvement.

1. Where the tasks identified in this Agreement require public involvement, OMF and the PDC will collaborate on design of the public involvement plan that is endorsed by both Project Managers.
2. OMF and the PDC will keep each other informed of written material (e.g., news releases, brochures, newsletters, reports) produced for the Project that are intended for public distribution and will provide adequate time for review and discussion prior to distribution.
3. Each Project Manager will inform the other of inquiry from a media or press representative and make reasonable efforts to consult with the other Project Manager prior to any verbal or written information on the Project being provided to such a representative; if unable to make a prior consultation, notice will be provided afterwards.

I. Meeting Participation.

1. PDC and OMF Project Managers shall invite each other to attend all regular or significant project meetings and to participate in steering, management, or technical advisory committees organized for the Project.
2. During the Design Phase, PDC will be invited to attend all critical coordination meetings and provided a meaningful opportunity to review and

comment in a timely manner on all key Project documents, major design features, issues, schedule, funding, Project sequencing and other significant design issues.

3. During the Construction Phase, PDC will be invited to attend all critical coordination meetings and all construction related meetings, in addition to weekly Project meetings, and will be provided a meaningful opportunity to review and comment in a timely manner on all changes in work or other significant construction related issues.

J. Work Product. PDC Project Manager will, upon his or her request, receive timely copies of all work products, including drawings, specifications, designs, draft and final copies of technical and consultant analysis and reports, construction progress reports, and key correspondence prepared or received during the course of the Project.

K. Subcontractors. A subcontractor is any other entity that OMF contracts with to carry out all or part of the Project.

1. OMF shall have the sole authority to direct the work of any authorized and approved subcontractors. OMF has the authority to subcontract work to any contractor selected through a lowest responsive and responsible public bidding process or other City of Portland Procurement Services approved procurement process.
2. OMF and/or any approved subcontractors are not obligated to perform, and PDC is not authorized to pay for, any work not identified in the Project description set forth above.

L. Regional Arts & Culture Council (RACC) – Percent for Art Program

1. The RACC Percent for Art Program requirements do not apply to this Agreement or any specific Work Item.

M. Business and Workforce Equity

1. PDC's Business and Workforce Equity Policy (the "Policy") applies to the Project, except as noted under Item II.M.2 below. Under the Policy, PDC's utilization goal for Emerging Small Businesses and Women and Minority owned-businesses (collectively, "M/W/ESBs") is twenty percent (20%) of the hard construction costs ("PDC's Goal") of the Project. If OMF has a M/W/ESB utilization goal that is greater than PDC's Goal, such greater goal shall apply to the Project. The goals described in the Policy are aspirational only. There will be no legal consequence, including but not limited to termination, damages or liquidated damages, on account of the OMF's failure to realize the goals described in the Policy. Nothing in this Agreement shall require OMF to discriminate in the award of contracts on the basis of race, sex or other impermissible criterion, or otherwise to violate the law.
2. Portions of the project are funded by the Federal Highway Administration and Federal Railroad Administration, through ODOT, and utilizing ARRA funds.

PDC and OMF understand that, as a federal funding source, federal DBE or other related programs may take precedence over City and PDC MWESB policies.

III. FUNDING / COMPENSATION / ALLOWABLE COSTS

- A. The PDC shall provide OMF with a sum not to exceed \$6,424,929 for completion of the Project, subject to budget authorization by the PDC. OMF shall apply \$2,636,000 from the ODOT TE Grant and \$400,000 from the Union Station Major Maintenance Fund controlled by OMF, to cover the remaining cost of the Project. In addition, if OMF receives the HSIPR Grant funds for the Project, OMF shall utilize those funds to reimburse PDC for Project costs previously covered by PDC and to cover future Project costs, in lieu of requesting reimbursement from PDC under this Agreement, to the extent those are permissible uses of the HSIPR Grant funds.
- B. PDC and OMF intend and anticipate amending this Agreement to adjust the Project Budget based on a reconciliation of the final executed construction contract and grant agreement(s), which shall occur no later than November 1, 2010.
- C. The PDC funding is from the River District Urban Renewal Area.
- D. The full amount of PDC funds required for the 2009-2010 fiscal year Project budget has been authorized in PDC's current fiscal year's budget. The Project funding spans multiple fiscal years and PDC may only encumber funds annually as they are approved through budget appropriation. The parties understand and acknowledge that PDC contract amounts identified for expenditure in future fiscal years are subject to appropriation in future fiscal year budgets, which appropriation may or may not occur. PDC staff agrees to recommend to the PDC Budget Committee that any PDC funds identified for the Project in the PDC Five-Year Budget Forecast be appropriated in subsequent budgets. PDC acknowledges that it has made a written commitment as part of the TE grant application to provide up to \$570,000 as a local match contribution to the TE grant; failure to provide the required local match funding will be considered noncompliance with the grant agreement and will necessitate reimbursement to ODOT of all previously distributed grant funds. Notwithstanding the preceding sentence, OMF acknowledges that all PDC payments under this agreement that are not included in the 2009-2010 PDC budget remain subject to budget appropriation.
- E. OMF may seek reimbursement from PDC for the following costs, subject to the expenditure of these funds being for approved activities performed on the Project and within the authorized budget. In certain circumstances, the PDC Project Manager may authorize a prepayment of future expense obligations.
 - 1. Direct Costs
 - a) Personal Services. Reimbursement for direct wages, fully loaded benefits paid to personnel engaged in authorized work under this

agreement, and program-level indirect costs such as office space, supplies, telephone, and administrative time. Such reimbursement shall be calculated at the base hourly rate established by OMF.

- b) Materials & Services. Actual costs for the purchase of materials, supplies, and services, or reimbursement of incidental expenses and Bureau or PDC support staff personal services where the expenditure is for carrying out authorized work performed on the Project above and within the authorized budget.
 - c) Contracted Services and Capital Outlay. Reimbursement for contracted professional or construction services in carrying out authorized work performed on the Project and within the authorized budget.
2. Indirect Costs. Reimbursement for overhead costs shall be at the rate established annually by the Commissioner in charge of OMF. For Fiscal Year 08/09 of this Agreement the rate is four and four-tenths percent (4.4%) of all Project costs, for Fiscal Year 09/10 the rate is five percent (5%) of all Project costs, and for Fiscal Year 10/11, the rate is four and five tenths percent (4.5%) of all Project costs. Indirect costs pay for administrative time and generally fixed costs related to program management costs including City Council charges, central administration costs, executive management staff, rent, telephone, power, insurance, office supplies, and equipment.
3. The PDC Project Manager shall be immediately notified of any actual or anticipated variance between the authorized budget and the estimated cost or expenditure rate on the Project. The parties shall then make a good faith effort to negotiate for a successful modification to this Agreement. Unless this Agreement is modified, PDC shall not be obligated to make payments for costs that exceed the authorized budget.
- F.** Expense Costs: Expenses, including personal services, incurred for out of town travel, training, educational expenses and equipment purchase are not reimbursable under this contract unless mutually agreed to in advance.
- G.** Change Management Controlled by OMF. “Change management” is the process by which the impact of changes is controlled or mitigated and alterations are evaluated, approved, and incorporated into the Project. It is required that funds for change management be identified in the Schedule of Work and Budget. These funds are intended to be used to accommodate such changes within the specific task or fiscal year. The funds shall be managed by OMF, which shall notify the PDC Contract Manager and the PDC Project Manager in writing of their use.
- H.** Contingency Controlled by PDC. It is required that an amount for Project contingency be identified in the Schedule of Work and Budget. Communications regarding events that may lead to the usage of the contingency are described in

Section V. B. Use of all or part of the contingency must be approved in writing by PDC, including underlying change orders.

IV. BILLING AND PAYMENT PROCEDURE

- A.** OMF shall submit to the PDC Contract Manager a separate itemized billing for work performed on the Project, for review and approval on a quarterly basis.
1. In order to receive timely payment, interim billings must be received no later than thirty (30) days following the end of a billing period.
 2. Final billings upon early termination of the Agreement need to be received within sixty (60) days of the date of termination. If no bill or interim Project Status Report is received within this time period, PDC will have no obligation to honor late billings.
 3. Costs related to portions of the Project that were incurred prior to the execution date of the Agreement and expressly approved under this Agreement shall be billed within thirty (30) days following the execution of the Agreement.
- B.** Each billing shall include a Billing Detail Report in a format created and/or approved by the PDC. At a minimum, each billing shall include:
1. a description of the nature and cost of work accomplished;
 2. the names, rates and hours worked of personnel;
 3. disbursements to consultants, contractors and outside vendors for materials and services; and
 4. any other specific detail or documentation as desired by PDC Contract Manager.
 5. A template report shall be discussed and agreed to as part of the Project's kickoff meeting.
- C.** If billings are received with incomplete information or disputed items, PDC will advise the billing party in writing what specific information is missing or disputed. PDC will proceed to process payment for items not in dispute.

V. GENERAL

A. Termination.

1. The Termination Date of the Agreement is December 30, 2012
2. Early Termination of Agreement.
 - a) This Agreement may be terminated at any time by mutual written consent.

- b) Upon thirty (30) days written notice, either party may terminate this Agreement where the public interest requires work to cease.
- c) In the event of early termination of this Agreement, the work shall cease promptly and a final billing request submitted within sixty (60) days of the effective date of termination. In the event of early termination, eligible costs incurred through the date of the Agreement's termination will be reimbursed.

B. Change and Conflict Resolution.

1. Every effort has been made to accurately identify the scope, schedule and budget for the Project. OMF and PDC recognize that events and conditions may arise that significantly impact the Project. A "significant" impact is one that may require expenditure of the PDC controlled contingency, increase the budget beyond the total authorized budget amount shown in the Schedule of Work and Budget, incur noncompliance with grant agreement requirements, or delay completion of a phase of the Project more than one year. Should either party identify or foresee such a circumstance, both parties agree to the following:
 - a) As soon as practicable, notify both the Project Manager and Contract Manager of the other party in writing of the circumstance, its origin and anticipated or confirmed impact.
 - b) Both Project Managers shall make reasonable efforts to meet within 14 days to identify anticipated or confirmed affects to the Project's scope, schedule and budget.
 - c) Both parties shall seek to reach agreement on any necessary revisions to this IGA as described below in Section V. B. 2.
2. If a dispute arises regarding performance, cost, schedule, scope, quality or other terms and conditions of this Agreement, all parties agree to exercise good faith in expeditiously resolving said conflict in the following manner.
 - a) All conflicts should first be discussed and resolved if at all possible by the Project Managers specified in Section II.
 - b) If the conflict cannot be resolved by the Project Managers, or involves one of the Project Managers, then the conflict should be elevated to the Contract Managers specified in Section II for discussion and resolution.
 - c) Any conflicts not resolved by the Contract Managers shall be elevated to the Contract Signatories for discussion and resolution.

- C. Compliance with Laws.** In connection with its activities under this Agreement, the parties shall comply with all applicable federal, state and local laws and regulations.

D. Indemnification.

1. Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, OMF agrees to indemnify, hold harmless and defend PDC, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of OMF, its officers, employees or agents under this Agreement.
2. Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, PDC agrees to indemnify, hold harmless and defend the city of Portland, OMF, and their officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of PDC, its directors, employees or agents under this Agreement.

E. Subcontracting. OMF shall require any subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the PDC as specified in this Agreement. OMF shall remain obligated for full performance hereunder, and the PDC shall incur no obligation to the subcontractor hereunder. OMF shall have the sole authority to direct the work of any authorized and approved subcontractors.

F. Ownership of Work Product. Unless otherwise agreed to in writing by both parties, ownership of any and all plan sets, technical data, documents, plans, designs, drawings, technical data reports, specifications, working papers and other materials produced in connection with this Agreement (the "Work Product") will be handled as described below. Ownership of the Work Product includes all rights, title and interest, including but not limited to copyright rights of specified Work Products.

1. Prior to completion of the Project, OMF shall own all Work Product.
2. Regardless of ownership of the Work Product, both parties shall have reasonable access to the Work Product.
3. After completion of the Project, PDC will own all Work Product.
4. After completion of the Project, OMF will retain duplicate copies of any Work Product necessary to provide legal, archival documentation supporting contract administration of contracts and agreements to which OMF was signatory.

G. Status Reports. Project Status Reports are required to be submitted beginning within 60 days after execution of this Agreement and thereafter with each billing, at least quarterly.

H. Delivery / Maintenance of Records. OMF shall maintain records on a current basis to support its billings to the PDC. PDC or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any

records of OMF regarding its billings or its work hereunder, for a period of 3 years after completion or termination of this Agreement.

I. Funding Acknowledgement / Signage.

1. Any oral reports made to neighborhood, business, or other civic organizations, as well as to any members of the press shall acknowledge work being done is based on a partnership between OMF and the PDC and, if appropriate, financed in part by “the Union Station Urban Renewal Project”.
2. For projects involving construction activities funded by the PDC, OMF shall display a sign to be provided by PDC near the construction site and readily visible to the public, specifying that the Project is being "funded in part by the Portland Development Commission’s Union Station Urban Renewal Project". The sign shall remain in place until construction is complete.

VI. AMENDMENTS

A. Except as otherwise provided for in this Agreement, OMF or PDC may amend this Agreement only in writing signed by the Contract Signatories.

B. Changes to the Schedule of Work and Budget:

1. Changes to the schedule of work, including changes to scope, schedule, and budget which do not increase the total compensation under this Agreement, may be made upon written agreement by the Project Managers identified in Section II of this Agreement.
2. Changes will not take effect or be binding on either party until agreed to in writing.

VII. MERGER CLAUSE

This agreement contains the entire agreement between PDC and OMF. It supersedes all prior written or oral discussions or agreements concerning work to be performed by either party.

[Signature page to follow]

IN WITNESS WHEREOF, the City of Portland, through the Office of Management and Finance, Facilities Services, and the Portland Development Commission has executed this Agreement as of the Effective Date.

CITY OF PORTLAND

PORTLAND DEVELOPMENT COMMISSION

Jeffrey B. Baer, Director, Bureau of
Internal Business Services of the Office
of Management and Finance

Bruce A. Warner, Executive Director

APPROVED AS TO FORM:

LaVonne Griffin-Valade, City Auditor

PDC Legal Counsel

APPROVED AS TO FORM:

City Attorney

Intergovernmental Agreement - Exhibit A									
Scope Work and Budget									
Union Station Critical Repairs									
Fiscal Year 2009-10									
Tasks and/or Deliverables			Budget Uses			Budget Sources			
#	Description	Completion Date	Personal Services (OMF)	Contracted Services & Capital Outlay	Subtotals	PDC/FRA Grant	OMF - Major Maintenance Fund	ODOT TE Grant	Subtotals
A	Design Phase	Jan-10	\$ 76,987	\$ 592,211	\$ 669,198	\$ 485,198	\$ -	\$ 184,000	\$ 669,198
A.1	100% Design		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.2	Section 106		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.3	Permits & Approvals		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B	Construction Phase	Jun-12	\$ 26,000	\$ 200,000	\$ 226,000	\$ 137,860	\$ -	\$ 88,140	\$ 226,000
B.1	Construction Bids & Contract		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2	Construction Administration		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3	Contract Monitoring & Billing		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C	Grant Administration	Dec-12	\$ 15,000	\$ -	\$ 15,000	\$ 15,000	\$ -	\$ -	\$ 15,000
C.1	Grant Application		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C.2	Grant Funding Disbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C.3	Grant Reporting		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D	Change Management (Performing Agency Controlled)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E	Contingency (Funding Agency Controlled)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotals =			\$ 117,987	\$ 792,211		\$ 638,058	\$ -	\$ 272,140	
Fiscal Year Total =					\$ 910,198				\$ 910,198
Fiscal Year 2010-11									
Tasks and/or Deliverables			Budget Uses			Budget Sources			
#	Description	Completion Date	Personal Services (OMF)	Contracted Services & Capital Outlay	Subtotals	PDC/FRA Grant	OMF - Major Maintenance Fund	ODOT TE Grant	Subtotals
A	Design Phase	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.1	100% Design		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.2	Section 106		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.3	Permits & Approvals		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B	Construction Phase	Jun-12	\$ 428,275	\$ 2,822,536	\$ 3,250,811	\$ 886,951	\$ -	\$ 2,363,860	\$ 3,250,811
B.1	Construction Bids & Contract		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2	Construction Administration		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3	Contract Monitoring & Billing		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C	Grant Administration	Dec-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C.1	Grant Application		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C.2	Grant Funding Disbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C.3	Grant Reporting		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D	Phase II Change Management (Performing Agency Controlled)		\$ -	\$ 512,277	\$ 512,277	\$ 112,277	\$ 400,000	\$ -	\$ 512,277
E	Phase II Contingency (Funding Agency Controlled)		\$ -	\$ 512,277	\$ 512,277	\$ 512,277	\$ -	\$ -	\$ 512,277
Subtotals =			\$ 428,275	\$ 3,847,091		\$ 1,511,505	\$ 400,000	\$ 2,363,860	
Fiscal Year Total =					\$ 4,275,365				\$ 4,275,365
Fiscal Year 2011-12									
Tasks and/or Deliverables			Budget Uses			Budget Sources			
#	Description	Completion Date	Personal Services (OMF)	Contracted Services & Capital Outlay	Subtotals	PDC/FRA Grant	OMF - Major Maintenance Fund	ODOT TE Grant	Subtotals
A	Design Phase	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.1	100% Design		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.2	Section 106		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.3	Permits & Approvals		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B	Construction Phase	Jun-12	\$ 428,275	\$ 2,822,536	\$ 3,250,811	\$ 3,250,811	\$ -	\$ -	\$ 3,250,811
B.1	Construction Bids & Contract		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2	Construction Administration		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3	Contract Monitoring & Billing		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C	Grant Administration	Dec-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C.1	Grant Application		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C.2	Grant Funding Disbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C.3	Grant Reporting		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D	Phase IIB Change Management (Performing Agency Controlled)		\$ -	\$ 512,277	\$ 512,277	\$ 512,277	\$ -	\$ -	\$ 512,277
E	Phase IIB Contingency (Funding Agency Controlled)		\$ -	\$ 512,277	\$ 512,277	\$ 512,277	\$ -	\$ -	\$ 512,277
Subtotals =			\$ 428,275	\$ 3,847,091		\$ 4,275,365	\$ -	\$ -	
Fiscal Year Total =					\$ 4,275,365				\$ 4,275,365
PROJECT TOTAL =			\$ 974,537	\$ 8,486,392	\$ 9,460,929	\$ 6,424,929	\$ 400,000	\$ 2,636,000	\$ 9,460,929
IGA TOTAL AUTHORIZED AMOUNT =						\$ 6,424,929			
<i>IGA Budget Subtotals</i>									
	Design Phase		\$ 669,198						
	Construction Phase		\$ 8,776,731						
	Grant Administration		\$ 15,000						
	Total Project Budget		\$ 9,460,929						

Exhibit B: Union Station Physical Improvements

A1 – Exterior Envelope

Remove and replace roof tiles:

- Remove and repair/replace metal roof tiles at all high metal roofs, other than sections previously completed (above main concourse; at clock tower roof; and between main concourse and clock tower roofs).
- Remove and repair/replace metal roof tiles at low roofs above Shop and above Wilf's Restaurant.
- Remove existing non-historic roof vents and replace with invisible vents built in to ridge caps.

R&R standing seam at low roof:

- Remove and replace standing seam metal roof at low roofs above Shop and above Wilf's Restaurant.

R&R flat roof membrane at Wilf's:

- Remove and replace flat roof membrane above Wilf's apse-shaped bar area.
- Remove and reinstall HVAC equipment at low membrane roof above Wilf's apse.
- Add parapet bracing at low membrane roof above Wilf's apse.
- Remove and replace flat roof membrane at high roof between main concourse and clock tower.
- Remove and replace access ladder and hatch at high membrane roof between main concourse and clock tower.

Gutter, soffit & downspout – S&W; Gutter, soffit & downspout – N&E:

- Repair or replace all gutters, fascia, soffits and downspouts at roof areas being replaced.

Demo skylights:

- Remove non-historic vents in existing skylights at Baggage Handling roof and at Shop roof.

New skylights:

- Install four reproduction skylights at Baggage Handling roof.
- Repair skylights at Shop roof.

Repair windows – Main Bldg S&W (extreme); Repair windows – Main Bldg N&E (moderate):

- Repair all windows and re-paint.

Repair terracotta/sandstone walls – Main Bldg:

- Repair all exterior walls.

Repair cement plaster/seal sidewalk at base – Main Bldg:

- Repair and re-paint all cement plaster base at exterior walls.

Repair sliding doors – Main Bldg; Repair swinging doors – Main Bldg:

- Repair all exterior doors.

Repair roof rafters (allowance):

- Repair as needed any roof rafters showing structural damage.
- Replace ridge board at high roof above Wilf's Restaurant.

A2 – Other Exterior Elements

Dormers/Ventilation – Main Bldg:

- Repair sheet metal and add vent grilles at sides of small dormers.

A3 – Interior Areas & Finishes

Mold abatement, as needed (allowance)

- Mold abatement as needed, upon discovery during construction.

A8 – Energy Code

Add batt insulation at ceiling/attic – Main Bldg

- Add insulation (rigid, batt and blown-in cellulose) at ceiling/attic throughout.

S2 – Lateral Systems

Wall/floor anchors at perp framing roof – Main Bldg; Wall/floor anchors at parallel framing roof – Main Bldg:

- Add wall/floor seismic anchors at roof/wall connections where roof is being replaced.

Shear wall addition at baggage – Main Bldg:

- Add shear wall at Baggage Handling area.
- Add shotcrete and structural bracing to create shear strength at east and west walls of North Shop.

Out-of-plan bracing (seismic wall cores) at concourse – Main Bldg:

- Add seismic wall cores at rounded west wall of main concourse and east wall of main concourse.

Attic diaphragm strengthening; Low roof diaphragm strengthening – Main Bldg:

- Strengthen roof level diaphragm at all sections where roof is being replaced.

S4 – Nonstructural Components

Re-attach marble veneer at covered windows – Main Bldg:

- Stabilize marble veneer at covered windows on either side of main concourse rounded wall.
- Stabilize marble veneer at covered windows in clock tower.

PDC

PORTLAND DEVELOPMENT COMMISSION

Resolution Number 6792

Title:

AUTHORIZING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN PORTLAND DEVELOPMENT COMMISSION AND OFFICE OF MANAGEMENT AND FINANCE FOR THE UNION STATION CRITICAL REPAIRS PROJECT FOR AN AMOUNT OF \$6,424,929

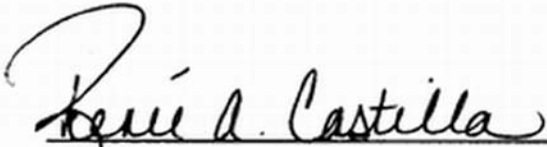
Adopted by the Portland Development Commission on May 12, 2010.

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Scott Andrews	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Bertha Ferrán	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner John Mohlis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Steven Straus	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Charles Wilhoite	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Regular Agenda		

Certification

The undersigned hereby certifies that:

The attached resolution is a true and correct copy of the resolution as finally adopted at a Board Meeting of the Portland Development Commission and duly recorded in the official minutes of the meeting.


Renee A. Castilla, Recording Secretary

Date: June 16, 2010