

SP00067_RR_TriMET (Special Provisions for the 2024 Book)

(Bidding on or after: 12-01-260

Last updated: 0910-0112-260)

*This Section requires
SP00170.)*

(Follow current boilerplate applicable to the Project. Incorporate the following unique language into the current boilerplate. The State Specification Engineer needs to approve the final incorporated language.)

(Use this when TriMET Railway is within the project limits. The included requirements and exhibits are for information and reference only. Do not make any modifications to this document.)

TRI-COUNTY METROPOLITAN DISTRICT OF OREGON (TRIMET)

**License Agreement, License application guidelines, License application and MAX
Right-of-Way Access Request/Permit**

The following sample TriMet agreements and application are included in these Special Provisions for information and reference only. See 00170.01(f).



LICENSE AGREEMENT

No. XXXX

LICENSOR: The Tri-County Metropolitan Transportation District of Oregon

LICENSEE: Name of Company / Municipality

The Tri-County Metropolitan Transportation District of Oregon ("TriMet") hereby grants to Name of Company / Municipality ("Licensee"), and Licensee's employees and contractors the right to enter upon and use the premises shown or designated on the attached and incorporated Exhibit A (the "Premises"), in accordance with the terms and conditions of this License Agreement ("License").

Subject to the terms and conditions of this License and during the term hereof, TriMet grants to Licensee the right to construct, maintain, and operate the facility described as follows: <Companies Work> (the "Permitted Use" or "Work"). The Work will be performed in compliance with the plans shown in Exhibit A, and in compliance with the terms and conditions of this License.

Term of License: For the period from <Date License is issued> until completed or terminated. (the "Effective Date").

Special Insurance Requirements: Certificate of Insurance.

Compensation to be Paid by Licensee: \$2000, to be paid prior to issuance of License, pursuant to the provisions of Section C.

ADDITIONAL TERMS AND CONDITIONS

A. Use of the Premises

Licensee shall use the Premises solely for the Permitted Use as set forth in this License.

B. Special Use Provisions

1. If the Work is not concluded within one year after the Effective Date, Licensee must contact Michael McNeill, TriMet Real Property, (503) 962-2148, mcneillm@trimet.org, to clear any scheduling conflicts or changed conditions on the Premises.
2. Notwithstanding anything to the contrary contained herein or in drawings or other materials submitted to TriMet, a minimum depth of ten (10) feet below top of rail to top of boring is required.
3. Licensee shall return track ballast and track drainage areas adjacent to or affected



LICENSE AGREEMENT

No. 27XX

LICENSOR: The Tri-County Metropolitan Transportation District of Oregon

LICENSEE: *Agency or Contractor Name*

The Tri-County Metropolitan Transportation District of Oregon ("TriMet") hereby grants to the *Agency or Contractor Name* (Licensee") and Licensee's employees the right to enter upon and use the premises shown or designated on Exhibit A, which is attached hereto and incorporated by this reference (the "Premises"), in accordance with the terms and conditions of this License Agreement.

Subject to the terms and conditions of this License and during the term hereof, TriMet grants to Licensee the right to construct, maintain, and operate the facility described as follows: *Description of improvements or work being performed on the premises.* In accordance with and as shown on the plan drawing attached hereto as Exhibit B and incorporated by this reference.

Term of License: For the period from April 30, 2017 until terminated.

Special Insurance Requirements: None.

~~Compensation to be Paid by Licensee: \$2,000, to be paid prior to the start of construction, but in no event later than thirty (30) days after the date Licensor signs this License Agreement. Payments must be made pursuant to Paragraph C, below.~~

ADDITIONAL TERMS AND CONDITIONS

A. Use of the Premises

Licensee shall use the Premises solely for the Permitted Use as set forth in this License.

by the Permitted Use to their original condition within ten (10) days of being given written notice by TriMet to do so. TriMet may take documentation photos during the pre-excavation inspection.

4. All construction and survey personnel shall attend a Track Access Training class and carry a Track Access Card and hard hat sticker. Track Access Training classes are provided to construction personnel by TriMet at no cost.
 5. All construction and survey personnel shall wear red or green fluorescent vests while in the right of way.
 6. All construction and survey personnel will be prohibited from blocking ingress and egress of TriMet traffic.
 7. A MAX Right-of-Way Access Request/Permit (a "ROW Access Permit") must be submitted to and approved by TriMet's Maintenance of Way department prior to performing any Work permitted under this License. The ROW Access Permit issued to Licensee and all requirements imposed upon Licensee thereby are considered special use provisions of this License, and are incorporated by this reference.
 8. No installation, alteration, or construction of improvements will be made on the Premises without the prior written consent of TriMet, which will not be unreasonably withheld. At least ten (10) business days prior to any proposed installation, alteration, or construction, Licensee shall submit to TriMet proposed plans and specifications thereof and must not commence any placement of any improvements or any construction until it has received TriMet's written approval. Approval by TriMet will be in its sole discretion, not to be unreasonably withheld.
 9. No later than 10:00 a.m. Monday of the week prior to the scheduled work, Licensee (or its contractor) shall submit requests for a ROW Access Permit to TriMet Light Rail Operations: Contact - Jeff Johnson (503) 962-8138 office, (503) 962-8525 fax, johnsonj@trimet.org. Requests for a ROW Access Permit shall be submitted on a weekly basis until work is concluded.
 10. As part of the ROW Access Permit process, Licensee must inform Maintenance of Way, of any scheduling of traffic signal interruption related to the Work.
 11. Licensee (or its contractor) shall provide TriMet's Project Implementation Department a complete project schedule for all work activity associated with the Permitted Use.
 12. Licensee shall provide to TriMet a signed and stamped as-built drawing of the completed work within thirty (30) days of completion of work.
 13. Licensee shall be responsible for any taxes, assessments, utilities, or other third-party costs associated with its use of the Property. TriMet shall have no
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B. Special Use Provisions

1. TriMet will revoke the track access permit if work (that prevents MAX operations) extends beyond May 20. TriMet will require a minimum advance notice of 10 days if contractor anticipates that work will extend beyond this date. If TriMet is willing to allow for this, the contractor will be subject to LDs in the amount of \$41,000/day for each day of approved work after May 20.
 2. Notwithstanding anything to the contrary contained herein or in drawings or other materials submitted to TriMet, a minimum depth of ten (10) feet below top of rail to top of boring is required for the installation of underground utilities.
 3. Licensee shall return paved track and track drainage areas adjacent to or affected by the Permitted Use to their original condition within ten (10) days of being given written notice by TriMet to do so. TriMet may take documentation photos during the pre-excavation inspection.
 4. All construction and survey personnel shall attend a Track Access Training class and carry a Track Access Card and hard hat sticker. Track Access Training classes are provided to construction personnel by TriMet at no cost.
 5. All construction and survey personnel shall wear red or green fluorescent vests while in the right of way.
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6. A MAX Right-of-Way Access Request/Permit (a "ROW Access Permit") must be submitted to and approved by TriMet's Maintenance of Way department prior to any access by Licensee to the right-of-way. The ROW Access Permit issued to Licensee and all requirements imposed upon Licensee thereby are considered special use provisions of this License, and are incorporated by this reference.
 7. No installation, alteration, or construction of improvements will be made on the Premises without the prior written consent of TriMet, which will not be unreasonably withheld. At least ten (10) business days prior to any proposed installation, alteration, or construction, Licensee shall submit to TriMet proposed plans and specifications thereof and must not commence any placement of any improvements or any construction until it has received TriMet's written approval. Approval by TriMet will be in its sole discretion, not to be unreasonably withheld.
 8. No later than 10:00 a.m. Monday of the week prior to the scheduled work, Licensee (or its contractor) shall submit requests for a ROW Access Permit to TriMet Light Rail Operations: Contact - John Whipple (503) 661-8138 office, (503) 962-8138 fax, whipplej@trimet.org. Requests for a ROW Access Permit shall be submitted on a weekly basis until work is concluded.
 9. Licensee (or its contractor) shall provide TriMet's Project Implementation Department a complete project schedule for all work activity associated with the Permitted Use.

obligation regarding costs related to Licensee's use of the Property.

C. Place of Payments

Any payment required under this License shall be sent to TriMet, Accounts Receivable 101 SW First Ave. Suite 700., Portland, Oregon 97204 listing license number #XXXX, or such other place as TriMet may designate. All amounts not paid by Licensee when due will bear interest at the rate of the lesser of (a) twelve percent (12%) per annum, or (b) the highest interest rate allowed by law.

D. Insurance

Licensee, and any contractor who will perform any part of the Permitted Use on the Premises, shall maintain comprehensive general and automobile liability insurance for the protection of Licensee, its directors, officers, agents, volunteers, and employees, and insuring Licensee against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to this License caused by Licensee's use of the Premises with insurance of not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury and property damage. This insurance must name TriMet, its directors, officers, and employees as additional insureds with the stipulation that this insurance, as to the interest of TriMet only, must not be invalidated by any act or neglect or breach of contract by the Licensee. The coverage provided by this policy shall be available as primary and noncontributory to any other insurance carried by TriMet in excess.

Licensee shall maintain in force Workers' Compensation insurance coverage and Employers' Liability insurance coverage. If Licensee is a qualified self-insured employer, a copy of Licensee's Certificate of Compliance and a certificate of insurance evidencing excess insurance must be forwarded to TriMet upon execution of this License.

Licensee shall furnish to TriMet a certificate evidencing the date, amount, and type of insurance that has been procured pursuant to this License, for itself and for any contractor performing any part of the Permitted Use on the Premises. TriMet must receive the required certificate or certificates prior to any work being performed on the Premises. Licensee is required to notify TriMet not less than thirty (30) days written notice prior to termination, cancellation, reduction or non-renewal of coverage, except only ten (10) days prior notice shall be required if the coverage is being cancelled for nonpayment of premiums.

E. Indemnity

Unless caused by the negligence or intentional misconduct of TriMet or its employees, contractors or agents, Licensee agrees to fully indemnify, defend, and hold harmless TriMet, its directors, officers, agents, volunteers, and employees from and against all third party claims and actions and all expenses incidental to the investigation and defense thereof (including but not limited to reasonable attorney fees), based upon or arising out



10. Licensee shall provide to TriMet a signed and stamped as-built drawing of the completed work within thirty (30) days of completion of work.

C. Place of Payments

Payment shall be to TriMet, Real Property Acquisition Unit, 1800 SW First Ave, Suite 200., Portland, Oregon 97232, or such other place as TriMet may designate. All amounts not paid by Licensee when due will bear interest at the rate of the lesser of (a) twelve percent (12%) per annum, or (b) the highest interest rate allowed by law.

D. Insurance

Licensee shall maintain comprehensive general and automobile liability insurance for the protection of Licensee and TriMet, its directors, officers, agents, volunteers, and employees, and insuring Licensee against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to this License caused by Licensee's use of the Premises with insurance of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury and property damage. This insurance must name TriMet, its directors, officers, and employees as additional insureds with the stipulation that this insurance, as to the interest of TriMet only, must not be invalidated by any act or neglect or breach of contract by the Licensee. The coverage provided by this policy must be primary and any other insurance carried by TriMet is excess.

~~Licensee shall maintain in force Workers' Compensation insurance coverage and Employers' Liability insurance coverage. If Licensee is a qualified self-insured employer, a copy of Licensee's Certificate of Compliance and a certificate of insurance evidencing excess insurance must be forwarded to TriMet upon execution of this License.~~

Licensee shall furnish to TriMet a certificate evidencing the date, amount, and type of insurance that has been procured pursuant to this License. Licensee is required to notify TriMet not less than thirty (30) days written notice prior to termination, cancellation, reduction or non-renewal of coverage.

E. Indemnity

Licensee agrees to fully indemnify, defend, and hold harmless TriMet, its directors, officers, agents, volunteers, and employees from and against all third party claims and actions and all expenses incidental to the investigation and defense thereof (including but not limited to reasonable attorney fees), based upon or arising out of damages or injuries to persons or property, caused by the fault or negligence in whole or in part of the Licensee, its agents, contractors, or employees related to the use or occupancy of the Premises. All provisions concerning indemnity will survive the termination of this License for any reason.

of damages or injuries to persons or property, caused by the fault or negligence in whole or in part of the Licensee, its agents, contractors, or employees related to the use or occupancy of the Premises. All provisions concerning indemnity will survive the termination of this License for any reason.

F. No Benefit to Third Parties

TriMet and Licensee are the only parties to this License and as such are the only parties entitled to enforce its terms. Nothing in this License gives or may be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties unless such third parties are expressly described in this License as intended to be beneficiaries of its terms.

G. Assignment of Interest of Rights

The Licensee, or its assigns, must not, in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer, or encumber (collectively, "Assign") any of Licensee's rights granted by this instrument, without obtaining the express prior written approval of TriMet. In the absence of TriMet's express prior written approval, any attempted assignment or transfer will be null and void. Notwithstanding the foregoing, Licensee may Assign without TriMet's consent to any parent, subsidiary or affiliate or to any entity that succeeds to all or substantially all of the assets of equity of Licensee by merger, sale or otherwise. In the event Licensee so assigns this Agreement to any parent, subsidiary, or affiliate or to any entity ("new entity") that succeeds to all or substantially all of the assets or equity of Licensee by merger, sale, or otherwise, Licensee shall promptly send written notification to TriMet of such assignment and provide TriMet with all known contact information of the new entity.

H. Warranties/Guarantees; Property "As Is"

The Licensee acknowledges that it has inspected the Premises and found them to be completely acceptable and safe for Licensee's intended use. TriMet makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that TriMet will not be responsible for any loss, damage, or costs that may be incurred by Licensee by reason of any such physical condition.

I. Compliance With Law; Permits

Licensee shall comply with all applicable state, federal, and local laws, including but not limited to, zoning ordinances and laws, rules, regulations, and policies concerning equal opportunity, nondiscrimination, Workers' Compensation, minimum and prevailing wage requirements, and all applicable TriMet regulations. Licensee shall obtain all necessary government or regulatory permits and approvals needed to perform the Work on the Premises, prior to performing Work pursuant to this License. Licensee shall provide copies of any permit or approval to TriMet, upon request to Licensee.

J. Notices



F. No Benefit to Third Parties

TriMet and Licensee are the only parties to this License and as such are the only parties entitled to enforce its terms. Nothing in this License gives or may be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties unless such third parties are expressly described in this License as intended to be beneficiaries of its terms.

G. Assignment of Interest of Rights

The Licensee, or its assigns, must not, in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer, or encumber (collectively, "Assign") any of Licensee's rights granted by this instrument, without obtaining the express prior written approval of TriMet. In the absence of TriMet's express prior written approval, any attempted assignment or transfer will be null and void. Notwithstanding the foregoing, Licensee may Assign without TriMet's consent to any parent, subsidiary or affiliate or to any entity that succeeds to all or substantially all of the assets of equity of Licensee by merger, sale or otherwise. In the event Licensee so assigns this Agreement to any parent, subsidiary, or affiliate or to any entity ("new entity") that succeeds to all or substantially all of the assets or equity of Licensee by merger, sale, or otherwise, Licensee shall promptly send written notification to TriMet of such assignment and provide TriMet with all known contact information of the new entity.

H. Warranties/Guarantees; Property "As Is"

The Licensee acknowledges that it has inspected the Premises and found them to be completely acceptable and safe for Licensee's intended use. TriMet makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that TriMet will not be responsible for any loss, damage, or costs that may be incurred by Licensee by reason of any such physical condition.

I. Compliance With Law

Licensee shall comply with all applicable state, federal, and local laws, including but not limited to, zoning ordinances and laws, rules, regulations, and policies concerning equal opportunity, nondiscrimination, Workers' Compensation, and minimum and prevailing wage requirements.

J. Notices

All notices required under this Agreement must be sent in writing to the address set forth below the signatures to this License and will be effective upon actual receipt or refusal of delivery.

All notices required under this Agreement must be sent in writing to the address set forth below the signatures to this License and will be effective upon actual receipt or refusal of delivery.

K. Hazardous Substances

No use may be made of, on, or from the Premises by Licensee relating to the handling, storage, disposal, transportation, or discharge of hazardous substances, toxic material, or environmentally regulated material or substance, as those terms are defined in any environmental law or regulation, except for uses that are incidental to any business conducted on the Premises, the primary purpose of which is not the handling, storage, disposal, transportation, or discharge of hazardous substances. All of those incidental uses must be in strict conformance with all applicable federal, state, and local laws, rules, and regulations, as the same may be amended from time to time. Promptly after Licensee receives notice of any use, whether incidental or otherwise, by Licensee of such substances on the Premises, or of any violation of any governmental requirement with respect to such use by Licensee, Licensee shall deliver to TriMet written notice describing such use or violation. Failure to give such notice will result in the immediate termination of this License.

L. Hazardous Substances Clean Up and Indemnity

In the event Licensee receives a notice or a copy thereof prepared by any governmental entity requiring cleanup of hazardous substances that are regulated by environmental law or regulation for which Licensee is responsible pursuant to any term of this License, or imposing a fine or other obligation as a result of the existence of such substances for which Licensee is responsible pursuant to any term of this License, then on or before the date such compliance is due, Licensee shall comply with or cause the compliance with the terms of such notice, in accordance with the terms of such notice. If Licensee does not perform the obligations described in the previous sentence of this Section when and as required, or, if performance is not possible during the time required by the notice, if Licensee does not proceed with diligence and good faith to effect the performance, then in addition to all other rights and remedies TriMet may have, TriMet will have the right to terminate this License.

Licensee agrees to hold harmless, defend, and indemnify TriMet from, and to assume all duties, responsibilities, and liabilities at its sole cost and expense for payment of penalties, sanctions, forfeitures, losses, costs, attorney fees, or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation, or proceeding that is related to: (i) Licensee's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect; or (ii) Licensee's storage, handling, disposal, or release of hazardous substances; or (iii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the activities conducted by Licensee thereon, except to the extent the environmental



K. Hazardous Substances

No use may be made of, on, or from the Premises by Licensee relating to the handling, storage, disposal, transportation, or discharge of hazardous substances, toxic material, or environmentally regulated material or substance, as those terms are defined in any environmental law or regulation, except for uses that are incidental to any business conducted on the Premises, the primary purpose of which is not the handling, storage, disposal, transportation, or discharge of hazardous substances. All of those incidental uses must be in strict conformance with all applicable federal, state, and local laws, rules, and regulations, as the same may be amended from time to time. Promptly after Licensee receives notice of any use, whether incidental or otherwise, by Licensee of such substances on the Premises, or of any violation of any governmental requirement with respect to such use by Licensee, Licensee shall deliver to TriMet written notice describing such use or violation. Failure to give such notice will result in the immediate termination of this License.

L. Hazardous Substances Clean Up and Indemnity

In the event Licensee receives a notice or a copy thereof prepared by any governmental entity requiring cleanup of hazardous substances that are regulated by environmental law or regulation for which Licensee is responsible pursuant to any term of this License, or imposing a fine or other obligation as a result of the existence of such substances for which Licensee is responsible pursuant to any term of this License, then on or before the date such compliance is due, Licensee shall comply with or cause the compliance with the terms of such notice, in accordance with the terms of such notice. If Licensee does not perform the obligations described in the previous sentence of this Section when and as required, or, if performance is not possible during the time required by the notice, if Licensee does not proceed with diligence and good faith to effect the performance, then in addition to all other rights and remedies TriMet may have, TriMet will have the right to terminate this License.

Licensee agrees to hold harmless, defend, and indemnify TriMet from, and to assume all duties, responsibilities, and liabilities at its sole cost and expense for payment of penalties, sanctions, forfeitures, losses, costs, attorney fees, or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation, or proceeding that is related to: (i) Licensee's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect; or (ii) Licensee's storage, handling, disposal, or release of hazardous substances; or (iii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises and activities conducted by Licensee thereon, except to the extent the environmental conditions are caused or contributed to by TriMet or other third party unrelated to Licensee or are naturally occurring. In case any action or proceeding is brought against TriMet by reason of any such claim, TriMet may, at its option, require that Licensee resist or defend such action or proceeding at Licensee's own cost and expense and by counsel reasonably satisfactory to TriMet. This indemnity specifically includes reasonable costs, expenses, and fees incurred in connection with any investigation of Premises conditions or any clean-up, remediation, removal, or restoration work required by any governmental authority. The

conditions are caused or contributed to by TriMet or other third party unrelated to Licensee or are naturally occurring. In case any action or proceeding is brought against TriMet by reason of any such claim, TriMet may, at its option, require that Licensee resist or defend such action or proceeding at Licensee's own cost and expense and by counsel reasonably satisfactory to TriMet. This indemnity specifically includes reasonable costs, expenses, and fees incurred in connection with any investigation of Premises conditions or any clean-up, remediation, removal, or restoration work required by any governmental authority. The indemnity provided herein will survive the expiration or termination of this License for any reason.

M. Restoration

Upon termination of this License, Licensee shall restore the Premises to a condition as good as or better than its original condition, which condition will be determined at TriMet's discretion, unless otherwise directed by TriMet.

N. TriMet's Right to Terminate

Notwithstanding any provision contained herein, TriMet or its authorized representative may terminate this License, as allowed by law. Such termination will be in writing. Upon expiration of the notice of termination, the Licensee shall immediately leave the Premises. Except for Licensee's payment obligations accruing after the termination, all other obligations and liability and indemnification to TriMet survive termination. Unless waived by TriMet, the Licensee shall restore the Premises to a condition as good as or better than its condition at the commencement hereof, which condition will be determined at TriMet's reasonable discretion.

Both parties agree to be bound by the terms and conditions of this License Agreement. Each party represents that the signatory below has the complete power and authority to commit on behalf of that party.

[SIGNATURE PAGE FOLLOWS]



indemnity provided herein will survive the expiration or termination of this License for any reason.

M. Restoration

Upon termination of this License, Licensee shall restore the Premises to a condition as good as or better than its original condition, which condition will be determined at TriMet's discretion, unless otherwise directed by TriMet.

N. TriMet's Right to Terminate

Notwithstanding any provision contained herein, TriMet or its authorized representative may terminate this License upon sixty (60) days' prior notice, as allowed by law. Such termination will be in writing. Upon notice of termination, the Licensee shall immediately leave the Premises. Except for Licensee's payment obligations accruing after the termination, all other obligations and liability and indemnification to TriMet survive termination. Unless waived by TriMet, the Licensee shall restore the Premises to a condition as good as or better than its condition at the commencement hereof, which condition will be determined at TriMet's reasonable discretion.

SAMPLE

Licensors

The Tri-County Metropolitan
Transportation District of Oregon

By: _____

Name: Nicholas Stewart

Title: TriMet Real Property Manager

Date: _____

Contact Name: Michael McNeill
Phone: (503) 962-2148
Address: 101 SW First Ave., 7th Floor,
Portland, OR, 97204
E-mail: mcneillm@trimet.org

Licensee

Company Name

By: _____

Name: _____

Title: _____

Date: _____

Contact Name:
Phone:
Address:
E-mail:



Both parties agree to be bound by the terms and conditions of this License Agreement. Each party represents that the signatory below has the complete power and authority to commit on behalf of that party.

Licensee

TriMet

Agency or Contractor Name..

The Tri-County Metropolitan Transportation District of Oregon

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Contact Name: Name

Phone: (xxx) xxx-xxx

Address: Street

City, StateZip.

Approved as to form and legal sufficiency
for TriMet

TriMet Legal Department

Contact Name: Janni Baugh

Phone: (503) 962-2202

Address: TriMet Real Property Unit
1800 SW First Ave., Suite 200.
Portland, OR 97232-2168



License application guidelines

For right-of-way-access

In order to assist with the license application, TriMet provides the following guidelines:

Time:

- 1) License applications should be submitted at least eight weeks in advance of anticipated access. Licenses require review by multiple TriMet departments including Real Property, Maintenance of Way, Right of Way, Engineering and Legal.
- 2) License applications for fiber or cell towers may take up to six months, as they require FTA approval. Typically these are leases (e.g., ATT cell tower).

Submittals:

- 1) To ensure receipt by TriMet, applications should be sent to StewartN@trimet.org along with any supporting documentation such as drawings. Drawings should be sent in PDF format.
- 2) Mailed applications may be sent to:

TriMet Real Property
Attn: Nicholas Stewart
101 SW Main St., Suite 700
Portland, OR 97204

General Design Criteria:

- 1) Pipelines crossing underneath the light rail tracks carrying water or pressure sanitary storm sewers shall be encased.
- 2) Pipelines and conduits, which contain flammable materials, such as gas lines, do not need to be cased. If casing pipe is installed it shall be vented and approved on a case-by-case basis by TriMet.
- 3) Casing pipes shall be designed to withstand Light Rail Train ("LRT") loadings and shall be protected against corrosion. The end of casing pipes shall be sealed and the annular space between the carrier pipe and the casing pipe shall be filled with sand. When casings are bored or augured under LRT tracks, provisions shall be made to ensure no voids are created.
- 4) Minimum cover for utilities trenched under proposed LRT tracks is 6'0" below top-of-rail. Trenching is not allowed across existing LRT tracks.
- 5) Minimum cover for utilities augured or pushed under existing LRT tracks is 7'0" below top-of-rail.
- 6) Minimum cover for utilities directionally drilled under existing LRT tracks is 10'0" below top-of-rail.



EXHIBIT B

Insert Plan Sheet Here

SAMPLE

- 7) Where possible, all utilities shall cross beneath the LRT right-of-way at 90 degrees to the LRT centerline.
- 8) New or replacement utilities that run longitudinally adjacent to the LRT right-of-way, unless otherwise approved by TriMet, shall be located a minimum of 10' from the centerline of track to the near edge of longitudinal pipe.
- 9) All non-metallic LRT utilities pipes or casings shall have tone wires that terminate in a handhole to facilitate locating buried pipes.
- 10) All abandoned pipes beneath the trackbed shall be plugged and filled with sand or controlled density fill ("CDF") or low-strength concrete slurry, unless otherwise approved by TriMet.
- 11) TriMet does not allow crossings or parallel systems to the Overhead Catenary System ("OCS") on our right-of-way unless, in TriMet's sole judgment, it is on a structure or at an elevation that allows TriMet ample room to operate and maintain the system. Clearances for anything parallel to TriMet's system should be a minimum of 15' from the centerline of our track. This is dependent upon the specific location that is being considered.
- 12) TriMet does not rent space and/or allow foreign contacts on our exclusive OCS poles.

Fees:

- 1) TriMet's standard license application fee is \$2,000.
- 2) Additional fees may be charged for costs related to TriMet coordination, staff time, plan review, safety precautions, additional permits, transit impacts, and other necessary costs related to the project.
- 3) TriMet may charge additional annual fees for fiber optic lines, cell towers, and other private intrusions into the Right of Way.
- 4) Fees will be determined at the time a License Application is submitted to TriMet.

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: _____ **Number of People:** _____
Pager: _____ Cell: _____

Description of Work: _____

Equipment Required: _____

Requesting Party: _____ **Telephone:** _____
_____ **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 11 a.m. Monday, a week prior to the scheduled work.
3. All personnel must wear reflective safety vests that comply with Class II standards.
4. Advise Control when entering and leaving the right-of-way. (Telephone 503-652-5141)
5. E-mail to whipple@trimet.org

Required:	Track Access Training	Yes _____	No _____	# Personnel: _____	Date: _____
	Special Instruction:	Yes _____	No _____	Number: _____	
	Train Order:	Yes _____	No _____		
	Call Boards:	Yes _____	No _____		
	Flags:	Yes _____	No _____		
	Flagger:	Yes _____	No _____	Limits: _____	
	Manual Block:	Yes _____	No _____		
	Bus Bridge:	Yes _____	No _____		
	Power Removal:	Yes _____	No _____		
	OCS:	Yes _____	No _____		
	Watchman / Lookout:	Yes _____	No _____		
	Maintenance Advisory:	Yes _____	No _____	Name: _____	
	EIC:	Yes _____	No _____		
	RWP:	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 _____

|

TRI MET
License application
For right-of-way-access

No.: _____

SECTION I

- A. Name of proposed licensee: _____
- B. Mailing address: _____
- C. City: _____ State: _____ Zip: _____
- D. Name of contact person: _____
- E. Phone number: _____ E-Mail: _____
- F. Effective date desired: _____
- G. Do you now have an existing license with TriMet at this location? _____
- H. Is the application for a new facility or relocation of existing facility? _____

SECTION II

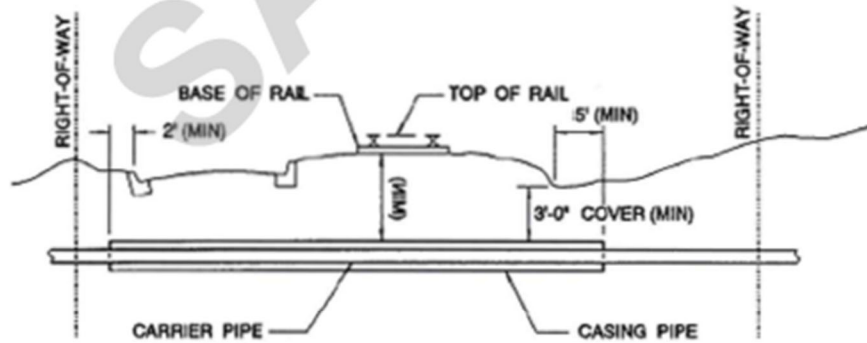
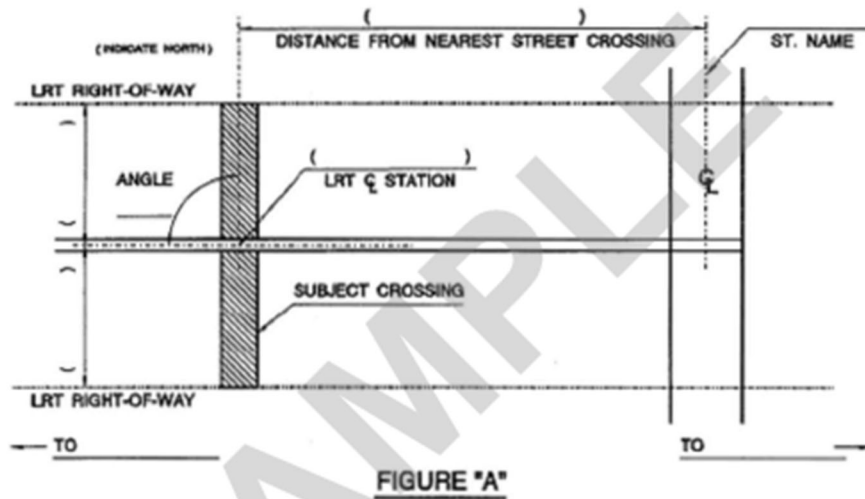
- A. Describe the proposed facility, including its purpose, location, materials and construction methods. Is this use underground, above ground or a combination? Are you aware of other existing underground facilities?
NOTE: Conduit shall be bored or jacked under trackage unless otherwise approved by TriMet Engineering.

- _____
1. Length of underground crossing: _____
 2. Depth of underground crossing: _____
 3. Carrier pipe: Dia.: _____ Length: _____ Type: _____
 4. Inner conduit: Dia.: _____ Length: _____ Type: _____
 5. Wire: Size: _____ Type: _____ lb.
 6. Crossing is located within a (check one): Dedicated street ☐ Private right-of-way ☐

7. Please fill in the blanks corresponding to figures A and B below, or attach a separate page, or pages, in pdf form, containing all the information requested below.

- Name of nearest MAX station on each side of proposed facility:

- Name of street at nearest crossing: _____
- Distance from proposed facility to nearest street crossing: _____
- Angle at which proposed facility intersects right-of-way: _____
- In Figure A, north is most closely approximated by: Left ☐ Right ☐ Up ☐ Down ☐



- B. Construction shall be performed under applicable sections of current Oregon Department of Transportation (ODOT) Standard Specifications for Highway Construction.

List the major components of the proposed work and the applicable ODOT specification section:

Section	Title
_____	_____
_____	_____
_____	_____
_____	_____

- C. If you are drilling, jacking, or boring under our facility, what are the locations of the jacking and receiving pits (location, length, width, depth and distance from the nearest track)?

If you access our right-of-way with vehicles, where will they enter and exit?

- E. If you are working in the TriMet right-of-way, you must complete a "MAX Right-of-Way Access Request/Permit" after you receive your license. A copy of our current MAX Right-of-Way Access Request/Permit is included with this application.

Please note: Licensee will be required to cover any expense involved in restoring the right-of-way, including roadways.

Send completed application to:

TriMet Real Property
Attn: Nicholas Stewart
101 SW Main St., Suite 700
Portland, OR 97204
StewartN@trimet.org

This page is intentionally blank,
to assure proper pagination for double-sided printing.
For single-sided printing, this page can be skipped.

SAMPLE

Permit Number: _____



MAX RIGHT-OF-WAY ACCESS REQUEST/PERMIT
TRIMET

This Section Completed by Requesting Party:

Dates of Access: From: _____ To: _____

Limits of Access:

North or Eastbound Track From: _____ To: _____
Time: _____ To: _____
South or Westbound Track From: _____ To: _____
Time: _____ To: _____

Permit Holder: _____ **Number of People:** _____
Pager: _____ Cell: _____

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 TriMet:

Special Operating Conditions:

- Permits are good only for a maximum of 7 days
- Request for Right-of-Way access permit must be submitted by 10:00 a.m. Monday, a week prior to the scheduled work.
- All personnel must wear reflective safety vests that comply ANSI Class 2 standards.
- Advise Control when entering and leaving the right-of-way. (Telephone 503-962-6262)
- E-mail to johnson@trimet.org bacclim@trimet.org and to trackaccessrequests@trimet.org

Required:	Track Access RWP Training	Yes _____ No _____	# Personnel: _____
	Special Instruction:	Yes _____ No _____	Number: _____
	Train Order:	Yes _____ No _____	_____
	Call Boards:	Yes _____ No _____	_____
	Flags:	Yes _____ No _____	_____
	EIC: if yes check one:	Yes _____ No _____	_____
	Control	☐	_____
	MOW	☐	_____
	Other: (explain)	☐	_____
	Train Flagger	Yes _____ No _____	Limits: _____
	Lookout/Watchperson	Yes _____ No _____	_____
	Traffic Flagger	Yes _____ No _____	_____
	Manual Block:	Yes _____ No _____	_____
	Bus Bridge:	Yes _____ No _____	_____
	Power Removal:	Yes _____ No _____	_____
Maintenance Advisory:	Yes _____ No _____	Name: _____	
Other:	_____	_____	

Original: _____
Copies: _____
Control: _____
Permit Holder, Requesting Party, Manager of Maintenance-of-Way, System Safety, File

Request Approved: _____
Maintenance-of-Way Project Engineer _____ Field Operations Track Access Coordinator _____

