

Intergovernmental Agreement

Metro Contract No. 935641

THIS AGREEMENT is between **Metro**, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and the **City of Portland**, referred to herein as "the City," located at 1120 S.W. 5th Avenue, Suite 800, Portland, Oregon 97204.

Background

Metro is the federally mandated metropolitan planning organization (MPO) designated by the Governor to develop an overall transportation plan for the region. The Metropolitan Transportation Improvement Program (MTIP) documents how all federal transportation money is spent in the Portland metropolitan area. It also documents state- and locally-funded projects that may significantly affect the region's air quality. As the MPO for the Portland region, Metro is required to prepare the MTIP documenting funded projects scheduled for the next four years.

Regional flexible funds are money from the federal government that may be used for a wide range of projects. In the 2018-2021 Metropolitan Transportation Improvement Program and 2019-2021 Regional Flexible Funds Allocation Policy Statement, the Metro Council approved use of \$2 million in locally bonded Regional Flexible Funds to use for project development to help prepare a pipeline of active transportation projects and better position the region to win federal, state and local transportation funds. Project development includes activities such as refining alignments, design, public outreach, permits and clearances, finalizing right of way acquisition, and finalizing specifications.

In May 2017, the Metro Council approved Resolution No. 17-4800, which provided, among other things, for the commitment of regional flexible funds for certain TriMet bond commitments. In June 2017, TriMet and Metro entered into an Intergovernmental Agreement where Metro committed to facilitate TriMet's receipt of the aggregate annual amount of MTIP Funds and regional flexible funds and TriMet committed to provide bond proceeds for certain identified projects (Metro Contract No. 934681). In November 2017, The Metro Council approved Resolution No. 17-4848, which provided, among other things, authority to execute an amended IGA between Metro and TriMet, to incorporate an increased multi-year commitment of regional flexible funds. In July 2018, Metro and TriMet entered into a subsequent Intergovernmental Agreement in which TriMet agreed, among other things, to transfer to Metro \$2,000,000 for the Active Transportation / Safe Routes Projects (Metro Contract No. 935334).

With direction from the Metro Council and the Joint Policy Advisory Committee on Transportation (JPACT) finance-subcommittee, local jurisdictions and regional partners identified eleven active transportation projects to receive bond proceeds for project development funding. Projects were pulled from a previously refined list of projects as shown in Metro's "Active Transportation: 10-Year Investment Scenarios for Connected Centers and Corridors." Projects were identified through a collaborative process conducted with each county and the City of Portland using a set of criteria to select the projects. Stakeholders had opportunities to provide input during the process. At the March 27, 2018 work session the Metro Council provided direction to staff to bring the list of projects to JPACT for endorsement. The Clackamas, Multnomah and Washington County Coordinating Committee's formally endorsed the identified projects at their March and April 2018 meetings. Portland Commissioner Dan Saltzman endorsed Portland's projects in April 2018. At the May 4, 2018 meeting, the Transportation Policy Alternatives Committee (TPAC) unanimously recommended that JPACT endorse the project to receive funding for project development activities. On May 17, 2018, JPACT endorsed the projects.

Metro allocated \$1.7 million of bond proceeds resulting from the regional flexible funds for development of the eleven active transportation projects; the remaining \$300,000 will be used to conduct a cost benefit analysis of the region's investment priorities in active transportation and develop a baseline development assessment of those projects. Some project sponsors provided additional cash or in-kind contributions, though match was not required.

The Portland Bureau of Transportation Project Development effort ("the Project") comprises of six (6) of the eleven (11) projects identified by Metro and local partners and endorsed by JPACT. The purpose of this Agreement is to facilitate funding of the Project.

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1. Term

The term of this Agreement will be from **October 15, 2018** through **September 30, 2021**, unless terminated or extended as provided in this Agreement.

2. Scope of Work

The City must perform all activities specified in the attached "Exhibit A-F – Scope of Work," which is incorporated into this Agreement by this reference as if set forth in full. To the extent that the Scope of Work contains additional Agreement provisions or waives any provision in the body of this Agreement, the Scope of Work controls.

3. Changes to Scope of Work

The City and Metro may modify the Scope of Work, upon mutual agreement, provided that there are no changes to the City's contribution nor substantial changes to the schedule covered by the Scope of Work and so long as the change does not require adoption by JPACT or the Metro Council.

4. Conditions

As part of the identification and endorsement process, the City agrees to the following conditions and will conduct the following activities, as necessary, in addition to the activities identified in the Scope of Work:

- a) If any of the projects identified in the Exhibits to this agreement are included in the Regional Investment Measure, the City will fund additional design, if needed, to assure a defensible cost estimate that addresses issues that could impact the project's completion during the term of the regional investment measure; and
- b) As part of completing the final report for each project identified in the Exhibits, the City will provide a short narrative that specifies how the final project development will be funded/completed for each of these projects. The funding strategy can look different for each project, but at a minimum will include a discussion of the timeline/conceptual schedule for project development completion and identify and specify funding sources (local, state, federal) for project development and/or construction (funding sources do not have to be secured, but potential for ascertaining).

5. Compensation

The total Agreement amount is **SIX HUNDRED SIXTY-THREE THOUSAND AND NO/100THS DOLLARS (\$663,000.00)**. This amount includes bond proceeds to be dispersed to the City by Metro not to exceed **SIX HUNDRED SIXTY-THREE THOUSAND AND NO/100THS DOLLARS (\$663,000.00)**. Metro will reimburse the City only for work completed on the Project during the effective date of the Agreement period.

6. Payment

Metro will reimburse the City as set forth in the Scope of Work.

7. Excess Funds

If the City fails to start or complete the Project, or completes the Project without expending all of the funds, any remaining bond proceeds funds for the Project will be considered to be excess flexible funds. These excess funds will revert to Metro to return to TriMet pursuant to Contract No. (934681). Or, the Project sponsor/local jurisdiction receiving the bond proceeds funds may make a written request for a change under the Scope of Work change management provision. Reallocation of the funds may be done administratively or may require JPACT approval.

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8. Right to Withhold payments

Metro will have the right to withhold payments due to the City such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from the City's performance or failure to perform under this Agreement or the failure of the City to make proper payment to any suppliers or subcontractors. Metro will retain 10% of the Project funds provided by Metro. Metro will release the retained funds to the City upon substantial completion of the Project as described in the Scope of Work.

9. Funding Recognition

The City must recognize Metro and use Metro's logo in any publications, media presentations, or other presentations referencing the Project produced by or at the direction of the City, including, without limitation, any on-site signage.

10. Records Maintenance

The City must maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles ("GAAP"). In addition, the City must maintain any other records pertinent to this Agreement in such a manner as to clearly document the City's performance. The City must retain and keep accessible all such fiscal records, books, documents, timesheets, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

11. No Third Party Beneficiary

Except as set forth herein, this Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this Agreement gives or will be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its term.

12. Indemnity

Subject to the conditions and limitations of Article XI, Section 9, of the Oregon Constitution and by the Oregon Tort Claims Act, the City hereby agrees to indemnify and hold harmless Metro and its elected officials, officers, agents, and employees from and against any and all liability, damage, action, costs, loss, claims, and expenses (including attorney fees) arising out of the activities of the City in performance of this Agreement.

13. Termination for Cause

- a) Subject to the notice provisions set forth in Section 2 below, Metro may terminate this Agreement, in full or in part, at any time during the term of the Agreement if Metro reasonably determines that the City has failed to comply with any provision of this Agreement and is therefore in default.
- b) Before terminating this Agreement in accordance with Section 1 above, Metro will provide the City with written notice that describes the reason(s) that Metro has concluded that the City is in default and includes a description of the steps that the City must take to cure the default. From the date that such notice of default is received by the City, the City will have 30 days to cure the default. If the default is of such a nature that it cannot reasonably be cured within 30 days, the City will have such additional time as required to cure the default, as long as it is acting in a reasonable manner and in good faith to cure the default. In the event the City does not cure the default within the 30-day period, Metro may terminate all or any part of this Agreement, effective on any date that Metro chooses following the 30-day period. Metro will notify the City in writing of the effective date of the termination.
- c) The City will be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default. Following such termination, should Metro later determine or a court find that the City

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was not in default or that the default was excusable (e.g. due to a labor strike, fire, flood, or other event that was not the fault of, or was beyond the control of, the City) this Agreement will be reinstated or the parties may agree to treat the termination as a joint termination for convenience.

14. Joint Termination for Convenience

Metro and the City may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision will be effective only upon the mutual, written termination agreement signed by both Metro and the City.

15. Dispute Resolution

This Agreement is to be construed according to the laws of the State of Oregon. The City and Metro shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within fourteen (14) calendar days, the Parties shall attempt to settle any dispute through mediation. The Parties shall attempt to agree on a single mediator. The cost of mediation will be shared equally. If the parties agree on a mediator, the mediation must be held within 60 days of selection of the mediator unless the Parties otherwise agree. If the Parties cannot agree on a mediator, or the matter is not settled during mediation, the Parties will have all other remedies available at law or in equity.

16. State and Local Law Compliance

The City must comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement. The City must comply with the State of Oregon requirements for crossing an interstate highway.

17. Discrimination Prohibited

No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, or national origin, 42 U.S.C. §2000d (Title VI), or on the grounds of religion, sex, ancestry, age, or disability as that term is defined in the Americans with Disabilities Act. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the City receiving funds pursuant to this Agreement.

18. Notice of Project Risk

The City, must inform Metro immediately of any actual or potential problems or defects that present potential risk to the project moving forward.

19. Independent Contractor Status

The City is an independent Contractor for all purposes and is entitled only to the compensation provided for in this Agreement. Under no circumstances will the City be considered an employee of Metro. The City must provide all tools or equipment necessary to carry out this Agreement, and will exercise complete control in achieving the results specified in the Scope of Work.

The City is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement.

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20. Notice and Parties Representatives

The parties must address any notices permitted or required by this Agreement to the other party's representative(s) as set forth below and will be deemed received (a) on the date they are personally delivered, (b) on the date they are sent via facsimile, or (c) on the third day after they are deposited in the United States mail, postage fully prepaid, by certified mail return receipt requested. Either party may change its representative(s) and the contact information for its representative(s) by providing written notice to the appropriate Designated Representative identified below.

The City's Designated Representative and contact information:

David Backes
Portland Bureau of Transportation
1120 SW 5th Avenue, Suite 800
Portland, Oregon 97204
503-823-5811
david.backes@portlandoregon.gov

Metro's Designated Representatives:

Grace Cho
Associate Transportation Planner
Metro Regional Center
600 N.E. Grand Avenue
Portland, OR 97232-2736

with copy to:

Office Metro Attorney
600 N.E. Grand Avenue
Portland, OR 97232-2736

21. Assignment

The City may not assign or transfer this Agreement without written permission from Metro.

22. Choice of Law

The situs of this Agreement is Portland, Oregon. Any litigation over this Agreement will be governed by the laws of the State of Oregon and will be conducted in the Circuit Court of the State of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

23. No Waiver of Claims

The failure to enforce any provision of this Agreement does not constitute a waiver by Metro of that or any other provision.

24. Modification

Notwithstanding and succeeding any and all prior agreements or practices, this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing, signed by both parties.

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25. Severability

If any clause, sentence or any other portion of the terms and conditions of this Grant Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

26. Authority

The representatives signing on behalf of the Parties certify they are duly authorized by the Party for whom they sign to make this Agreement.

27. Further Assurances

Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the Parties hereto.

28. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

29. No Special or Consequential Damages

The City expressly waives any claims against Metro regarding the Scope of Work under this Agreement. In no event will Metro be liable for and the City specifically releases Metro from any liability for special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement or for any failure of performance related to the Scope of Work or this Agreement, however caused, whether or not arising from Metro's sole, joint or concurrent negligence.

The CITY, BY EXECUTION OF THIS AGREEMENT TO AGREE, HEREBY ACKNOWLEDGES THAT THE CITY HAS READ THIS AGREEMENT TO AGREE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

City of Portland

Metro

By: _____

By: _____

Printed: _____

Printed: Martha Bennett

Title: _____

Title: Chief Operating Officer

Date: _____

Date: _____

Exhibit A

Exhibit A – Scope of Work

Metro Contract No. 935641

Project Title: I-84 Path Extension
RTP No. 11850

Estimated budget at time of award:

Total Cost of Project: \$73,000
Metro Award \$73,000

The project application is attached to the Scope of Work as Attachment 1.

The City will proceed with the Project as follows:

1. The City agrees to proceed with the Project as scheduled and submit to Metro the following deliverables in full:

Tasks and Deliverables	Timeframe of Task	Estimated Metro Allocation Amount
Task 1: Project Management and Oversight Report to Metro on a quarterly basis documenting the status of the project, completion of tasks and the anticipated work in the coming quarter. The reports will include a statement regarding progress on the project and percentage complete. They will also state whether the project is on schedule, ahead of schedule, or behind schedule, describe any unanticipated events, and describe the next quarter's tasks. In addition, the quarterly progress reports will provide updates on consultant management (if applicable).	December 2018 – September 2019	
Task 1 Deliverables: 1a Quarterly Progress Reports (3)	March 2019 June 2019 September 2019	\$7,500
Task 2: Preliminary Project Development The preliminary report will include a description of project elements, discussion of project constraints, traffic analysis (if necessary), preliminary analysis of NEPA issues, preliminary evaluation of right of way needs, and an order of magnitude cost estimate. It will also include a policy scan to examine city/area policies and past planning efforts, modal considerations, and existing safety concerns.	December 2018 – March 2019	
Task 2 Deliverables: 2a Preliminary Project Development Report – The City of Portland has developed a standard project development template that details information described above in the Task 2 overview.	March 2019	\$40,000

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Task 3: Refined Project Scope		March 2019 – June 2019	
Findings from Preliminary Project Development will be used to inform the project scope. An alternatives analysis examining priorities, tradeoffs, and cross sections will be performed, along with development of a stakeholder engagement plan. Key stakeholders will be identified, and a public involvement overview will be created. Public involvement and stakeholder engagement may be conducted as needed to refine project scope.			
Task 3 Deliverables:			
3a	Refined Project Scope Report – This deliverable includes an alternatives analysis with order of magnitude cost estimates, stakeholder and public involvement overview, and a summary of any outreach/engagement, if conducted.	June 2019	\$15,500
Task 4: Final Project Scope		June 2019 – September 2019	
This report will include a refined project scope with a final cost estimate using preliminary quantities. Refined sections from previous reports developed in Tasks 2 and 3 may be incorporated, along with an executive summary.			
Task 4 Deliverables:			
4a	Final Project Scope Report – Includes estimate, estimate report, executive summary, and appendix describing future project development needs and funding opportunities.	September 2019	\$10,000

2. Project Location: Parallel to NE Fremont Street, Gateway Green to NE 122nd Avenue, City of Portland, Multnomah County, Oregon
3. Publicity: As a courtesy, the City will inform and invite Metro to project related activities including but not limited to technical committees, site visits, and any public opening ceremony and/or events. The City must recognize Metro, using the Metro logo, in any publications, media presentations, or other presentations referencing the Project.
4. The City agrees to submit to Metro regular progress reports as follows:
 - a. Quarterly Progress Reports: In addition to the Project Deliverables set forth above, once work has begun, the City must provide to Metro a progress report, documenting the status of the Project. The City must submit the progress report to Metro quarterly. The first progress report will be due at the start of the project and will detail the tasks and deliverables to be completed in the first quarter of the project. The City must include the following details in all progress reports:
 - i. An account of the work accomplished to date.
 - ii. A statement regarding the City's progress on the Project.
 - iii. The percentage of the Project completed.
 - iv. A statement as to whether the Project is on schedule or behind schedule.

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- v. A description of any unanticipated events.
 - vi. A description of the next quarter's tasks.
 - b. The City must submit all progress reports in a memorandum format with the title of "*Progress Report: I-84 Path Extension*" or in another Metro approved and documented reporting method.
 - c. Final Report: The City must submit a final report and final reimbursement request within sixty (60) days of the earlier (a) the Project completion date or (b) the expiration date of the Intergovernmental Agreement. The final report must include:
 - i. Full and final accounting of all expenditures.
 - ii. A description of work accomplished.
 - iii. Volunteer hours and participation (if applicable).
 - iv. Project photos (including a photo of the signage acknowledging Metro during construction), if used.
 - d. The final report submitted by the City must be in the Final Report provided by Metro unless Metro approves in writing another reporting method.
5. Reimbursement - Limitations:
- a. Payments may not exceed the amount budgeted per Project Deliverable identified in the Scope of Work.
 - i. In the event a Project Deliverable does not expend its entire budget, funds may be carried over to the next Project Deliverable.
 - ii. In the event of cost overrun, no additional funding will be granted.
 - b. Before the first reimbursement request, the City must provide a written explanation on the strategy to be deployed to address the possibility of cost overruns on the Project.
 - c. The City should expend awarded amount of funding according to the timeline and schedule. If awarded amount of funding is not expended according to schedule, then the City must make a written change management request to Metro. Otherwise, if timely expenditure is not made, Metro may terminate the Agreement.
 - d. Retainage: Metro will reserve as retainage an amount equal to 10% of the total funds Metro has committed to the Project. Metro will reimburse the City in full for Project expenditures until Metro has released 90% of the funds, and will reserve the remaining 10% as retainage. The total retained funds will be disbursed to the City once the Project is fully completed and approved by Metro. Following completion of the Project and approval by Metro, Metro will deliver to the City the entire retainage as part of the final reimbursement payment. For the purposes of this section, completion of the Project means that Metro has verified in writing to the City that the Project is substantially complete.
6. Change Management:
- a. Metro will shift funds that the City did not use in earlier stages or completed tasks of the Project to later phases of the Project without a change request. The City may not advance or move funds budgeted for a later Project Deliverable of the Project to an earlier Project Deliverable.
 - b. The City must make a request for the following changes to the Project:

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- i. A revision to the Project scope of work and/or timeline.
 - ii. Addition of local funds to the Project.
- c. Change requests to reduce the scope of the Project will not change local contribution commitment on the Project.
- d. The City must submit change requests to Metro in writing.
- 7. Reimbursement – Invoicing:
 - a. The total Agreement amount is **SEVENTY-THREE THOUSAND AND NO/100THS DOLLARS (\$73,000.00)**. This amount includes bond proceeds to be dispersed to the City by Metro not to exceed **SEVENTY-THREE THOUSAND AND NO/100THS DOLLARS (\$73,000.00)**.
 - b. The City is solely responsible for paying the City's subcontractors and nothing contained herein will create or be construed to create any contractual relationship between any contractor or subcontractor and Metro.
 - c. All invoice payments are conditional upon Metro's Project Manager's approval of the deliverables. Deliverables being invoiced for reimbursement must accompany invoices. The City must present progress reports to Metro's Project Manager on a quarterly basis.
 - d. The City's invoices must display one hundred percent (100%) of the total project costs incurred during the period of the invoice, and identify any required contribution amounts. Documentation includes without limitation copies of receipts for expenditures, timesheets, or system-generated accounting reports documenting the actual expense. Metro must receive and accept the documentation before Metro makes payment.
 - e. The City must include in the invoice:
 - Metro Contract No. **935641, I-84 Path Extension**
 - City name
 - Remittance address
 - Invoice date
 - Invoice number
 - Invoice amount
 - Itemized statement of work performed and expenses incurred during the invoice period
 - f. The City must send the invoice to:

Metro
Grace Cho – Project Manager
600 N.E. Grand Avenue
Portland, Oregon 97232-2736

or:
grace.cho@oregonmetro.gov

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- g. The City must reference the Metro Contract No. **935641, I-84 Path Extension** in the email subject line.
- h. Pursuant to Metro's fiscal year end, the City's invoices for services through June 30 of each year of the contract period must be submitted to Metro no later than July 30. Metro will make payment on a Net (thirty) 30 day basis upon approval of The City's invoice and quarterly progress report.

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Exhibit A – Scope of Work Attachment 1



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ATTACHMENT 1
PROJECT APPLICATION
to follow

Exhibit A



Project Development Scope of Work Form

Complete this form for projects proposed to receive 2019-2021 RFFA bond proceeds for project development of active transportation projects.

Project requirement checklist – project must:

Yes Help complete the regional bicycle and/or pedestrian network (<https://gis.oregonmetro.gov/rtp/>)

Yes Be in a local Transportation System Plan

Yes Be in the 2014 Regional Transportation Plan or the draft 2018 Regional Transportation Plan

Name of Project: I-84 Path Extension

Total project cost (start to finish): \$5,000,000

Amount requested for project development: \$73,000

Project Contact

Name, title, phone & email for:

1. Project Lead:
 - Zef Wagner, Transportation Planner, 503-823-7164, zef.wagner@portlandoregon.gov
2. Project Manager:
 - Millicent Williams, Capital Projects Division Manager, 503-823-4229, Millicent.williams@portlandoregon.gov
3. Project Engineers:
 - Jamie Jeffrey, Traffic Design Services Supervising Engineer, 503-823-5165, jamie.jeffrey@portlandoregon.gov

Project Information

1. City (ies) where project is located: Portland
2. County(ies) where project is located: Multnomah
3. Start location: I-205 Path in Gateway Green End location: NE 122nd Ave & I-84
4. Corresponding TSP project number(s) for the nominated project: 50044
5. Corresponding RTP project number(s) for the nominated project: 11850

Current Project Description

1. Briefly describe the project purpose (what issue or need will the project address) (*Example: A new buffered regional bikeway will provide safe and comfortable access along a high injury corridor to three major transit stations, two elementary schools and a town center*): This project will implement a multi-use path connection from the I-205 Path in Gateway Green to the I-84 Path at

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122nd Ave. The project will modify an existing ODOT-owned maintenance access bridge for use by pedestrians and bicyclists, and construct a multi-use path west to the I-205 Path and north to NE Fremont St. The bridge will also serve as a maintenance and emergency response access point for Gateway Green. Along Fremont St, the project will build a multi-use path on the south side from 102nd Ave to 122nd Ave, serving as an extension of the I-84 Path within the Regional Trails network. At 122nd Ave, the project will construct a connection underneath the railroad and I-84 to connect to the existing I-84 Path access point.

2. Summarize the planning and project development process for this project to date (identify plans, studies, or documents that have led to the current project definition): East Portland in Motion, adopted in 2012, identified the preferred alignment for a pathway connection from the I-205 Path to 112th & Fremont using the ODOT bridge to cross the freeway. This was incorporated into a longer project called the Parkrose Neighborhood Greenway and was one of the recommended projects for implementation. When this was incorporated into the 2018 RTP project list update, it was extended to 122nd along Fremont to make the connection to the I-84 Path. During Gateway Green planning and development, led by Portland Parks & Recreation, this connection was identified as a desired way for the public to access the park, as well as providing emergency response and maintenance vehicle access. The Parks Bureau has undertaken some project development on the bridge itself, and has developed a feasible concept for modifying the bridge to ensure that pedestrians, bicyclists, and vehicles are kept out of Union Pacific Railroad right-of-way. While the bridge portion is relatively developed, the rest of the path has not been developed.
3. Describe the preferred alignment(s) of the project: I-84 Path from I-205 Path in Gateway Green to NE 122nd Ave & I-84, via ODOT access bridge over I-84, NE Fremont St, and NE 122nd Ave.
4. Describe the major design features of the project (*Example: project will include a buffered bikeway of X width, bikeway intersection treatments, wayfinding, bicycle signal, and median*): Project will include a paved multi-use path meeting regional trail guidelines for width and design, along with crossings and access points as needed.
5. Are the preferred alignments and major design features broadly known and supported, or subject to change through the remaining project development process? The preferred alignment is known and supported, as it was developed through East Portland in Motion and further supported through Gateway Green planning. Design features will be based on broadly-accepted regional trail guidelines. Details may be subject to change through the project development process.
6. Describe known or potential impacts to other agency's facilities, prior coordination with those agencies (ODOT, transit, railroads, utilities, etc.) about potential impacts to date, and potentially needed permits or agreements: Pathway improvements to the existing I-205 and I-84 Paths will need coordination with ODOT and potentially ODOT approval, as will modifications to the existing ODOT-owned bridge. A portion of the new path west of the bridge will run through ODOT right-of-way, so coordination and approval will be needed. ODOT has expressed general support for the concept and has been working with Parks Bureau in conjunction with Gateway Green development. Coordination with TriMet will be needed for any project elements that impact transit stops or stations. Portland Parks and Recreation will be a partner in this project development effort given their efforts to date and interest in the Gateway Green connection. Coordination with Union Pacific Railroad will be needed for the portion of the project that runs near their right-of-way.

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7. Describe whether right-of-way impacts (both construction easements and permanent) are known and if so, whether right-of-way is secured or not: We do not anticipate any significant right-of-way acquisition for this project. Portions of the path would run through ODOT right-of-way, some portions through PBOT right-of-way, and other portions through Parks property.
8. Describe how the project will address the needs and contribute to desired outcomes, including:
 - a. Will the project serve Title 1 schools, low-income, low-English proficiency, non-white, elderly and young, and/or persons with disabilities populations? Yes If yes, how? The Parkrose area has a high concentration of Title 1 schools, and have high concentrations of low-income, low-English proficiency, and non-white populations according to the PBOT Equity Matrix. These populations are more likely than the population as a whole to use low-cost active transportation modes.
 - b. Will the project reduce fatal and severe injury pedestrian and bicycle crashes or address a high risk location? Yes or No: Yes If yes, how? NE Fremont St is on the High Crash Network, and this project will address the high risks associated with a narrow bike lane running along a busy street, and from people walking along a busy street with no sidewalks. NE 102nd Ave and NE 122nd Ave are also on the High Crash Network and this project will include elements that improve safety at key locations with a high degree of modal conflict.
 - c. Will the project provide walking and bicycle access within 1/4 mile of transit stops and stations? Yes or No: Yes If yes, how? Lines 22 and 87 run on NE 102nd Ave, while the Line 73 is a major bus line on 122nd Ave. This project will improve walking and bicycling access to these bus lines.
 - d. Will the project provide walking and bicycle access within 1/4 mile of a school? Yes or No: Yes If yes, how (provide name of school(s))? Parkrose Middle School, Parkrose High School.
 - e. Will the project use design treatments that will lead to increased use of active transportation modes by providing a good user experience/increasing user comfort? Does the project provide a high degree of separation between people walking and bicycling and motor vehicle traffic? Yes or No: Yes If yes, how? The project will build a separated multi-use path to ensure safety and comfort away from motor vehicle traffic.
 - f. How will the project improve access to and from priority destinations, serve high density areas, and/or increase the number of people walking and bicycling to help relieve congestion? Yes or No: Yes If yes, how? Gateway Green is a major destination for East Portland residents already, and will grow in use over time. This project will provide a crucial access to the Park from the Parkrose neighborhood east of 102nd and north of I-84. It will also provide improved access to the I-205 Path, which takes people to

Exhibit A

Gateway Transit Center and other Gateway destinations, as well as to Parkrose/Sumner Transit Center and the I-205 Bridge. 122nd Ave also has major destinations all along the corridor, and this path will improve access to 122nd from surrounding neighborhoods. Overall it will improve walking and bicycling rates by providing a key link in the multi-use path network in East Portland, and reduce congestion by removing short trips from the roadways.

- g. Other needs and desired outcomes the project will address identified in the project purpose statement: The regional trail network has had a missing link from I-205 Path to 122nd for a long time, and this project will fill that gap. It will also provide access to Gateway Green, a major amenity and destination for an area that has long lacked a marquee public park facility.
9. Describe the existing project funding strategy (will federal or ODOT program funds potentially be requested?): Once the project is developed PBOT will pursue local, regional, state, and federal funding sources for design and construction. PBOT has system development charge funding available for local match, and may move forward in the near-term on some project elements.

Project Development Scope, Cost and Funding Request

- 1. Total estimated cost for project development (should equal combined amounts identified in #2, 3, and 4, below): \$ 150,000
- 2. Amount already expended on project development (estimate is okay): \$ 77,000
- 3. Planned additional local contribution to project development (not required): \$ 0
- 4. Total amount requested of RFFA bond proceeds for project development: \$ 73,000
- 5. Total estimated project cost through construction (including project development): \$ 5,000,000
- 6. Provide preliminary project cost estimate to date and a brief description of the method and level of confidence of the estimate (attach any documentation available): N/A
- 7. Project cost estimates reviewed by Project Engineer (name): N/A

Required Additional Information

- 1. GIS shapefile of the project.
- 2. Project Development Scope of Work Main Tasks and Summary Costs– use the attached template and modify as necessary.

Exhibit A

Template: Project Development Scope of Work – Main Tasks and Summary Costs

Use the template below (modifying as needed) to describe the project development work that will be completed to advance the understanding and readiness of the project for implementation and increase your agency's confidence in being able to deliver the project to an identified scope and budget.

- The project development work should advance the project on priority issues identified in the current project description that could impact project delivery.
- The end result of the project development work should include a refined project scope, schedule, budget, and funding strategy.
- For projects that may seek federal funding for implementation, agencies should strive to prepare the project to be ready to enter the NEPA and preliminary engineering phase of the project and cost estimates should be updated to account for the federal NEPA and right-of-way process.
- For projects using ODOT program funds or on ODOT facilities, include coordination with ODOT and utilization of ODOT guidelines such as ADA compliant design.

Purpose and Desired Outcomes
Provide a brief summary description (2-4 lines of text) of the purpose and desired outcomes of the project development work (<i>Example: The purpose and objective of this study is to....(purpose statement, desired outcomes) and is located in the . . . (describe study location with boundary limits)</i>)
The purpose of this study is to develop a multi-use path connection from the I-205 Path in Gateway Green to the I-84 Path at 122 nd Ave, using an existing ODOT bridge over I-84, NE Fremont St, and NE 122 nd Ave. The study will build on previous Portland Parks & Recreation work to bring the project to 5% level of design with agreed-upon scope and estimate suitable for pursuing future funding opportunities.

Major Project Scope Elements and Summary Costs		
Provide a bullet list of the main tasks that will achieve the purpose and objectives (Examples provided below)	A cost summary per each major task	ID in-house or consultant driven task
<ul style="list-style-type: none"> • Project management and administrative oversight 	\$5,000	Staff
<ul style="list-style-type: none"> • Provide presentations, outreach and other public notifications as required to agency committees, commissions, impacted agencies, or public groups as deemed necessary. 	\$5,000	Staff and Consultant
<ul style="list-style-type: none"> • Develop scope of improvements, including conceptual alternatives as necessary. Public and staff review. 	\$20,000	Consultant
<ul style="list-style-type: none"> • Analyze existing and future traffic conditions for corridor alternatives to assess safety and operational impacts. 	\$5,000	Consultant

Exhibit A

• Determine preferred alternative and develop preliminary cost estimates.	\$23,000	Consultant
• Based on preliminary cost estimates, refine project scopes and estimates if needed to fit within fiscal constraints.	\$5,000	Consultant
• Investigation of potential environmental and socio-economic impacts.	\$5,000	Staff and Consultant
• Package together project materials to advance to preliminary engineering.	\$5,000	Consultant
Total Proposed Study Costs:	\$73,000	

Approach And Oversight

Discuss how the project development work will be implemented and how expenditures will be tracked and monitored by the agency. Describe the technical, administrative and budget capacity to complete project development work.

The study will be implemented and completed through a combination of in-house staff work and use of an external consultant to achieve the task elements. PBOT will assign a project manager to review consultant work to ensure tasks are completed and funds are expended plus reimbursed properly. Agency has extensive experience with project development on major capital projects, and has the staff capacity needed to perform this work.

Exhibit A



Exhibit B – Scope of Work

Metro Contract No. 935641

Project Title: Connected Cully, Phase 2

RTP No. 11845

Estimated budget at time of award:

Total Cost of Project: \$75,000

Metro Award \$75,000

The project application is attached to the Scope of Work as Attachment 1.

The City will proceed with the Project as follows:

1. The City agrees to proceed with the Project as scheduled and submit to Metro the following deliverables in full:

Tasks and Deliverables	Timeframe	Estimated Metro Allocation Amount
Task 1: Project Management and Oversight Report to Metro on a quarterly basis documenting the status of the project, completion of tasks and the anticipated work in the coming quarter. The reports will include a statement regarding progress on the project and percentage complete. They will also state whether the project is on schedule, ahead of schedule, or behind schedule, describe any unanticipated events, and describe the next quarter's tasks. In addition, the quarterly progress reports will provide updates on consultant management (if applicable).	December 2018 – September 2019	
Task 1 Deliverables: 1a Quarterly Progress Reports (3)	March 2019 June 2019 September 2019	\$7,500
Task 2: Preliminary Project Development The preliminary report will include a description of project elements, discussion of project constraints, traffic analysis (if necessary), preliminary analysis of NEPA issues, preliminary evaluation of right of way needs, and an order of magnitude cost estimate. It will also include a policy scan to examine city/area policies and past planning efforts, modal considerations, and existing safety concerns.	December 2018 – March 2019	
Task 2 Deliverables: 2a Preliminary Project Development Report The City of Portland has developed a standard project development template that details information described above in the Task 2 overview.	March 2019	\$45,000

Exhibit A



Exhibit B – Scope of Work

Metro Contract No. 935641

Task 3: Refined Project Scope Findings from Preliminary Project Development will be used to inform the project scope. An alternatives analysis examining priorities, tradeoffs, and cross sections will be performed, along with development of a stakeholder engagement plan. Key stakeholders will be identified, and a public involvement overview will be created. Public involvement and stakeholder engagement may be conducted as needed to refine project scope.		March 2019 – June 2019	
Task 3 Deliverables: 3a Refined Project Scope Report This deliverable includes an alternatives analysis with order of magnitude cost estimates, stakeholder and public involvement overview, and a summary of any outreach/engagement, if conducted.		June 2019	\$12,500
Task 4: Final Project Scope This report will include a refined project scope with a final cost estimate using preliminary quantities. Refined sections from previous reports developed in Tasks 2 and 3 may be incorporated, along with an executive summary.		June 2019 – September 2019	
Task 4 Deliverables: 4a Final Project Scope Report Includes estimate, estimate report, executive summary, and appendix describing future project development needs and funding opportunities.		September 2019	\$10,000

2. Project Location: Cully Neighborhood (official boundary), City of Portland, Multnomah County, Oregon
3. Publicity: As a courtesy, the City will inform and invite Metro to project related activities including but not limited to technical committees, site visits, and any public opening ceremony and/or events. The City must recognize Metro, using the Metro logo, in any publications, media presentations, or other presentations referencing the Project.
4. The City agrees to submit to Metro regular progress reports as follows:
 - a. Quarterly Progress Reports: In addition to the Project Deliverables set forth above, once work has begun, the City must provide to Metro a progress report, documenting the status of the Project. The City must submit the progress report to Metro quarterly. The first progress report will be due at the start of the project and will detail the tasks and deliverables to be completed in the first quarter of the project. The City must include the following details in all progress reports:
 - i. An account of the work accomplished to date.
 - ii. A statement regarding the City's progress on the Project.
 - iii. The percentage of the Project completed.
 - iv. A statement as to whether the Project is on schedule or behind schedule.
 - v. A description of any unanticipated events.
 - vi. A description of the next quarter's tasks.

Exhibit B – Scope of Work

Metro Contract No. 935641

- b. The City must submit all progress reports in a memorandum format with the title of “Progress Report: *Connected Cully, Phase 2*” or in another Metro approved and documented reporting method.

- c. Final Report:

The City must submit a final report and final reimbursement request within sixty (60) days of the earlier (a) the Project completion date or (b) the expiration date of the Intergovernmental Agreement. The final report must include:

- i. Full and final accounting of all expenditures.
- ii. A description of work accomplished.
- iii. Volunteer hours and participation (if applicable).
- iv. Project photos (including a photo of the signage acknowledging Metro during construction), if used.

- d. The final report submitted by the City must be in the Final Report provided by Metro unless Metro approves in writing another reporting method.

5. Reimbursement - Limitations:

- a. Payments may not exceed the amount budgeted per Project Deliverable identified in the Scope of Work.
 - i. In the event a Project Deliverable does not expend its entire budget, funds may be carried over to the next Project Deliverable.
 - ii. In the event of cost overrun, no additional funding will be granted.
- b. Before the first reimbursement request, the City must provide a written explanation on the strategy to be deployed to address the possibility of cost overruns on the Project.
- c. The City should expend awarded amount of funding according to the timeline and schedule. If awarded amount of funding is not expended according to schedule, then the City must make a written change management request to Metro. Otherwise, if timely expenditure is not made, Metro may terminate the Agreement.
- d. Retainage: Metro will reserve as retainage an amount equal to 10% of the total funds Metro has committed to the Project. Metro will reimburse the City in full for Project expenditures until Metro has released 90% of the funds, and will reserve the remaining 10% as retainage. The total retained funds will be disbursed to the City once the Project is fully completed and approved by Metro. Following completion of the Project and approval by Metro, Metro will deliver to the City the entire retainage as part of the final reimbursement payment. For the purposes of this section, completion of the Project means that Metro has verified in writing to the City that the Project is substantially complete.

6. Change Management:

- a. Metro will shift funds that the City did not use in earlier stages or completed tasks of the Project to later phases of the Project without a change request. The City may not advance or move funds budgeted for a later Project Deliverable of the Project to an earlier Project Deliverable.

Exhibit A



Exhibit B – Scope of Work

Metro Contract No. 935641

- b. The City must make a request for the following changes to the Project:
 - i. A revision to the Project scope of work and/or timeline.
 - ii. Addition of local funds to the Project.
- c. Change requests to reduce the scope of the Project will not change local contribution commitment on the Project.
- d. The City must submit change requests to Metro in writing.

7. Reimbursement – Invoicing:

- a. The total Agreement amount is **SEVENTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$75,000.00)**. This amount includes bond proceeds to be dispersed to the City by Metro not to exceed **SEVENTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$75,000.00)**.
- b. The City is solely responsible for paying the City's subcontractors and nothing contained herein will create or be construed to create any contractual relationship between any contractor or subcontractor and Metro.
- c. All invoice payments are conditional upon Metro's Project Manager's approval of the deliverables. Deliverables being invoiced for reimbursement must accompany invoices. The City must present progress reports to Metro's Project Manager on a quarterly basis.
- d. The City's invoices must display one hundred percent (100%) of the total project costs incurred during the period of the invoice, and identify any required contribution amounts. Documentation includes without limitation copies of receipts for expenditures, timesheets, or system-generated accounting reports documenting the actual expense. Metro must receive and accept the documentation before Metro makes payment.
- e. The City must include in the invoice:
 - Metro Contract No. **935641, Connected Cully, Phase 2**
 - City name
 - Remittance address
 - Invoice date
 - Invoice number
 - Invoice amount
 - Itemized statement of work performed and expenses incurred during the invoice period
- f. The City must send the invoice to:

Metro
Grace Cho – Project Manager
600 N.E. Grand Avenue
Portland, Oregon 97232-2736

or:
grace.cho@oregonmetro.gov

Exhibit A



Exhibit B – Scope of Work

Metro Contract No. 935641

- g. The City must reference the Metro Contract No. **935641, Connected Cully, Phase 2** in the email subject line.
- h. Pursuant to Metro's fiscal year end, the City's invoices for services through June 30 of each year of the contract period must be submitted to Metro no later than July 30. Metro will make payment on a Net (thirty) 30 day basis upon approval of The City's invoice and quarterly progress report.

Exhibit A

Exhibit B – Scope of Work Attachment 1



Metro Contract No. 935641

ATTACHMENT 1

PROJECT APPLICATION

to follow

Exhibit A



Project Development Scope of Work Form

Complete this form for projects proposed to receive 2019-2021 RFFA bond proceeds for project development of active transportation projects.

Project requirement checklist – project must:

Yes Help complete the regional bicycle and/or pedestrian network (<https://gis.oregonmetro.gov/rtp/>)

Yes Be in a local Transportation System Plan

Yes Be in the 2014 Regional Transportation Plan or the draft 2018 Regional Transportation Plan

Name of Project: **Connected Cully, Phase 2**

Total project cost (start to finish): \$5,000,000

Amount requested for project development: \$75,000

Project Contact

Name, title, phone & email for:

1. Project Lead: Zef Wagner, Transportation Planner, 503-823-7164, zef.wagner@portlandoregon.gov
2. Project Manager: Millicent Williams, Capital Projects Division Manager, 503-823-4229, Millicent.williams@portlandoregon.gov
3. Project Engineer: Millicent Williams, Capital Projects Division Manager, 503-823-4229, Millicent.williams@portlandoregon.gov

Project Information

1. City (ies) where project is located: Portland
2. County(ies) where project is located: Multnomah
3. Start location: Cully Neighborhood Center End location: Cully Neighborhood Center
4. Corresponding TSP project number(s) for the nominated project: 40037, 40071, 40107, 40111
5. Corresponding RTP project number(s) for the nominated project: 10311, 11845

Current Project Description

1. Briefly describe the project purpose (what issue or need will the project address) (*Example: A new buffered regional bikeway will provide safe and comfortable access along a high injury corridor to three major transit stations, two elementary schools and a town center*): This project will construct high-priority pedestrian and bicycle improvements in and around Cully Neighborhood Center.
2. Summarize the planning and project development process for this project to date (identify plans, studies, or documents that have led to the current project definition): The Cully Commercial

Exhibit A

Corridor and Local Street Plan was adopted in 2012, and contained land use and transportation recommendations to support a neighborhood center along NE Cully Blvd to serve the growing Cully neighborhood. The Cully Neighborhood Center was then established in the recent Portland Comprehensive Plan update. Cully also has a Neighborhood Prosperity Initiative managed and funded through Prosper Portland. A phase 1 Connected Cully project was funded for the 2015-2018 timeframe, but many projects that had originally been identified had to be dropped to fit within the project budget. Between Connected Cully, the Transportation System Plan, and modal plans, there are many project candidates already identified.

3. Describe the preferred alignment(s) of the project: Individual projects will be selected from an area including the Cully Neighborhood Center as well as a roughly 1-mile radius buffer area around the center for pedestrian projects and a 3-mile buffer for bicycle projects, in keeping with the 20-minute Neighborhood concept.
4. Describe the major design features of the project (*Example: project will include a buffered bikeway of X width, bikeway intersection treatments, wayfinding, bicycle signal, and median*): Projects will include new/improved sidewalks, ped/bike enhanced crossings, neighborhood greenways, protected bikeways, and trails.
5. Are the preferred alignments and major design features broadly known and supported, or subject to change through the remaining project development process? Alignments and general descriptions have been established through previous modal plans, area plans, and the TSP. These are subject to change and refinement through the project development process.
6. Describe known or potential impacts to other agency's facilities, prior coordination with those agencies (ODOT, transit, railroads, utilities, etc.) about potential impacts to date, and potentially needed permits or agreements: Any improvements at US30 Bypass or 82nd Ave will need coordination with ODOT and potentially ODOT approval. Coordination with TriMet will be needed for any project elements that impact transit stops or stations. Coordination with Portland Parks & Rec will be needed for any projects impacting parks in the area. Coordination with UP Railroad will be needed for any projects impacting the Kenton Line. Coordination with the Port will be needed for projects that impact Port property or operations.
7. Describe whether right-of-way impacts (both construction easements and permanent) are known and if so, whether right-of-way is secured or not: We do not anticipate any significant right-of-way acquisition for this project beyond small amounts if needed for ADA curb ramps or other small-scale improvements. Sidewalks and bikeways will generally stay within current rights-of-way.
8. Describe how the project will address the needs and contribute to desired outcomes, including:
 - a. Will the project serve Title 1 schools, low-income, low-English proficiency, non-white, elderly and young, and/or persons with disabilities populations? Yes or No: Yes If yes, how? Cully has a high concentration of Title 1 schools, and has one of the highest concentrations in the city of low-income, low-English proficiency, and non-white populations according to the PBOT Equity Matrix. These populations are more likely than the population as a whole to use low-cost active transportation modes.

Exhibit A

- b. Will the project reduce fatal and severe injury pedestrian and bicycle crashes or address a high risk location? Yes or No: Yes If yes, how? Cully has several High Crash Network streets, including Lombard, Columbia Blvd, Killingsworth, and 82nd. Many of the projects identified in this area include enhanced crossings of these major streets, and many of them will also provide alternatives to walking or bicycling along these major streets by improving parallel routes.
- c. Will the project provide walking and bicycle access within 1/4 mile of transit stops and stations? Yes or No: Yes If yes, how? Cully has many transit lines, including the frequent Line 72 Killingsworth, frequent Line 75 on 42nd, and Line 71 on Cully Blvd. In addition, TriMet plans to introduce a new bus line on Prescott in the near future. Finally, some of the potential projects would connect to the Parkrose/Sumner Transit Center. The proposed improvements will focus on walking and bicycling access to transit.
- d. Will the project provide walking and bicycle access within 1/4 mile of a school? Yes or No: Yes If yes, how (provide name of school(s))? Rigler Elementary, Scott School, Sacajawea Head Start, Community Transitional School, Trinity Lutheran School, Portland Metropolitan Workforce Training.
- e. Will the project use design treatments that will lead to increased use of active transportation modes by providing a good user experience/increasing user comfort? Does the project provide a high degree of separation between people walking and bicycling and motor vehicle traffic? Yes or No: Yes If yes, how? The project will build sidewalks and protected bike lanes on busier streets to provide a high degree of separation and comfort. On quiet streets that meet volume/speed guidelines, neighborhood greenways will provide safe and comfortable local street routes.
- f. How will the project improve access to and from priority destinations, serve high density areas, and/or increase the number of people walking and bicycling to help relieve congestion? Yes or No: Yes If yes, how? Cully Neighborhood Center has a high concentration of commercial destinations serving the wider community, with grocery stores, drugstores, restaurants, and basic services. There are also several parks and schools in the area. Currently many people drive to these destinations even for short trips due to a lack of walking or bicycling infrastructure, adding to congestion. These projects will address this issue.
- g. Other needs and desired outcomes the project will address identified in the project purpose statement: The project will improve infrastructure in an area that has received relatively little public investment in basic walking and bicycling infrastructure. It is a high-equity area where people will benefit greatly from non-car transportation options.

Exhibit A

9. Describe the existing project funding strategy (will federal or ODOT program funds potentially be requested?): Once the project is developed PBOT will pursue local, regional, state, and federal funding sources for design and construction. PBOT has system development charge funding available for local match.

Project Development Scope, Cost and Funding Request

1. Total estimated cost for project development (should equal combined amounts identified in #2, 3, and 4, below): \$ 75,000
2. Amount already expended on project development (estimate is okay): \$ 0
3. Planned additional local contribution to project development (not required): \$ 0
4. Total amount requested of RFFA bond proceeds for project development: \$ 75,000
5. Total estimated project cost through construction (including project development): \$ 5,000,000
6. Provide preliminary project cost estimate to date and a brief description of the method and level of confidence of the estimate (attach any documentation available): N/A
7. Project cost estimates reviewed by Project Engineer (name): N/A

Required Additional Information

1. GIS shapefile of the project.
2. Project Development Scope of Work Main Tasks and Summary Costs– use the attached template and modify as necessary.

Exhibit A

Template: Project Development Scope of Work – Main Tasks and Summary Costs

Use the template below (modifying as needed) to describe the project development work that will be completed to advance the understanding and readiness of the project for implementation and increase your agency's confidence in being able to deliver the project to an identified scope and budget.

- The project development work should advance the project on priority issues identified in the current project description that could impact project delivery.
- The end result of the project development work should include a refined project scope, schedule, budget, and funding strategy.
- For projects that may seek federal funding for implementation, agencies should strive to prepare the project to be ready to enter the NEPA and preliminary engineering phase of the project and cost estimates should be updated to account for the federal NEPA and right-of-way process.
- For projects using ODOT program funds or on ODOT facilities, include coordination with ODOT and utilization of ODOT guidelines such as ADA compliant design.

Purpose and Desired Outcomes
Provide a brief summary description (2-4 lines of text) of the purpose and desired outcomes of the project development work (<i>Example: The purpose and objective of this study is to....(purpose statement, desired outcomes) and is located in the . . . (describe study location with boundary limits)</i>)
The purpose of this study is to identify the highest-priority walking and bicycling improvements in and around Cully Neighborhood Center (based on existing plans), and develop those projects to a roughly 5% level of design with clear scopes and cost estimates so that projects are ready for future funding opportunities.

Major Project Scope Elements and Summary Costs		
Provide a bullet list of the main tasks that will achieve the purpose and objectives (Examples provided below)	A cost summary per each major task	ID in-house or consultant driven task
<ul style="list-style-type: none">• Project management and administrative oversight	\$10,000	Staff
<ul style="list-style-type: none">• Provide presentations, outreach and other public notifications as required to agency committees, commissions, impacted agencies, or public groups as deemed necessary.	\$5,000	Staff and Consultant
<ul style="list-style-type: none">• Project identification and prioritization based on existing planning documents to determine what will be advanced for project development. Staff and stakeholder review.	\$10,000	Staff

Exhibit A

<ul style="list-style-type: none"> Develop scopes and conceptual designs/alternatives for each project. Staff and stakeholder review. 	\$10,000	Staff and Consultant
<ul style="list-style-type: none"> Determine preferred scope for each project and develop preliminary cost estimates. 	\$25,000	Consultant
<ul style="list-style-type: none"> Based on preliminary cost estimates, refine project scopes and estimates and/or further prioritize if needed to fit within fiscal constraints. Staff and stakeholder review. 	\$10,000	Staff and Consultant
<ul style="list-style-type: none"> Investigation of potential environmental and socio-economic impacts. 	\$2,500	Consultant
<ul style="list-style-type: none"> Determine final package of projects to advance to preliminary engineering. 	\$2,500	Consultant
Total Proposed Study Costs:	\$75,000	

Approach And Oversight

Discuss how the project development work will be implemented and how expenditures will be tracked and monitored by the agency. Describe the technical, administrative and budget capacity to complete project development work.

The study will be implemented and completed through a combination of in-house staff work and use of an external consultant to achieve the task elements. PBOT will assign a project manager to review consultant work to ensure tasks are completed and funds are expended plus reimbursed properly. Agency has extensive experience with project development on major capital projects, and has the staff capacity needed to perform this work.

Exhibit A



Exhibit C – Scope of Work

Metro Contract No. 935641

Project Title: Connected Lents

RTP No. 11316

Estimated budget at time of award:

Total Cost of Project: \$150,000

Metro Award \$150,000

The project application is attached to the Scope of Work as Attachment 1.

The City will proceed with the Project as follows:

1. The City agrees to proceed with the Project as scheduled and submit to Metro the following deliverables in full:

Tasks and Deliverables	Timeframe	Estimated Metro Allocation Amount
Task 1: Project Management and Oversight Report to Metro on a quarterly basis documenting the status of the project, completion of tasks and the anticipated work in the coming quarter. The reports will include a statement regarding progress on the project and percentage complete. They will also state whether the project is on schedule, ahead of schedule, or behind schedule, describe any unanticipated events, and describe the next quarter's tasks. In addition, the quarterly progress reports will provide updates on consultant management (if applicable).	December 2018 – September 2019	
Task 1 Deliverables: 1a Quarterly Progress Reports (3)	March 2019 June 2019 September 2019	\$7,500
Task 2: Preliminary Project Development The preliminary report will include a description of project elements, discussion of project constraints, traffic analysis (if necessary), preliminary analysis of NEPA issues, preliminary evaluation of right of way needs, and an order of magnitude cost estimate. It will also include a policy scan to examine city/area policies and past planning efforts, modal considerations, and existing safety concerns.	December 2018 – March 2019	
Task 2 Deliverables: 2a Preliminary Project Development Report The City of Portland has developed a standard project development template that details information described above in the Task 2 overview.	March 2019	\$80,000

Exhibit A

Exhibit C – Scope of Work

Metro Contract No. 935641

Task 3: Refined Project Scope

**March 2019 –
June 2019**

Findings from Preliminary Project Development will be used to inform the project scope. An alternatives analysis examining priorities, tradeoffs, and cross sections will be performed, along with development of a stakeholder engagement plan. Key stakeholders will be identified, and a public involvement overview will be created. Public involvement and stakeholder engagement may be conducted as needed to refine project scope.

Task 3 Deliverables:

3a Refined Project Scope Report

June 2019

\$52,500

This deliverable includes an alternatives analysis with order of magnitude cost estimates, stakeholder and public involvement overview, and a summary of any outreach/engagement, if conducted.

Task 4: Final Project Scope

**June 2019 –
September 2019**

This report will include a refined project scope with a final cost estimate using preliminary quantities. Refined sections from previous reports developed in Tasks 2 and 3 may be incorporated, along with an executive summary.

Task 4 Deliverables:

4a Final Project Scope Report

September 2019

\$10,000

Includes estimate, estimate report, executive summary, and appendix describing future project development needs and funding opportunities.

2. Project Location: Lents Town Center Urban Renewal Area (and nearby streets), City of Portland, Multnomah County, Oregon
3. Publicity: As a courtesy, the City will inform and invite Metro to project related activities including but not limited to technical committees, site visits, and any public opening ceremony and/or events. The City must recognize Metro, using the Metro logo, in any publications, media presentations, or other presentations referencing the Project.
4. The City agrees to submit to Metro regular progress reports as follows:
 - a. Quarterly Progress Reports: In addition to the Project Deliverables set forth above, once work has begun, the City must provide to Metro a progress report, documenting the status of the Project. The City must submit the progress report to Metro quarterly. The first progress report will be due at the start of the project and will detail the tasks and deliverables to be completed in the first quarter of the project. The City must include the following details in all progress reports:
 - i. An account of the work accomplished to date.
 - ii. A statement regarding the City's progress on the Project.
 - iii. The percentage of the Project completed.
 - iv. A statement as to whether the Project is on schedule or behind schedule.
 - v. A description of any unanticipated events.
 - vi. A description of the next quarter's tasks.

Exhibit C – Scope of Work

Metro Contract No. 935641

- b. The City must submit all progress reports in a memorandum format with the title of “*Progress Report: Connected Lents*” or in another Metro approved and documented reporting method.

- c. Final Report:

The City must submit a final report and final reimbursement request within sixty (60) days of the earlier (a) the Project completion date or (b) the expiration date of the Intergovernmental Agreement. The final report must include:

- i. Full and final accounting of all expenditures.
- ii. A description of work accomplished.
- iii. Volunteer hours and participation (if applicable).
- iv. Project photos (including a photo of the signage acknowledging Metro during construction), if used.

- d. The final report submitted by the City must be in the Final Report provided by Metro unless Metro approves in writing another reporting method.

5. Reimbursement - Limitations:

- a. Payments may not exceed the amount budgeted per Project Deliverable identified in the Scope of Work.
 - i. In the event a Project Deliverable does not expend its entire budget, funds may be carried over to the next Project Deliverable.
 - ii. In the event of cost overrun, no additional funding will be granted.
- b. Before the first reimbursement request, the City must provide a written explanation on the strategy to be deployed to address the possibility of cost overruns on the Project.
- c. The City should expend awarded amount of funding according to the timeline and schedule. If awarded amount of funding is not expended according to schedule, then the City must make a written change management request to Metro. Otherwise, if timely expenditure is not made, Metro may terminate the Agreement.
- d. Retainage: Metro will reserve as retainage an amount equal to 10% of the total funds Metro has committed to the Project. Metro will reimburse the City in full for Project expenditures until Metro has released 90% of the funds, and will reserve the remaining 10% as retainage. The total retained funds will be disbursed to the City once the Project is fully completed and approved by Metro. Following completion of the Project and approval by Metro, Metro will deliver to the City the entire retainage as part of the final reimbursement payment. For the purposes of this section, completion of the Project means that Metro has verified in writing to the City that the Project is substantially complete.

6. Change Management:

- a. Metro will shift funds that the City did not use in earlier stages or completed tasks of the Project to later phases of the Project without a change request. The City may not advance or move funds budgeted for a later Project Deliverable of the Project to an earlier Project Deliverable.

Exhibit A

Exhibit C – Scope of Work

Metro Contract No. 935641

- b. The City must make a request for the following changes to the Project:
 - i. A revision to the Project scope of work and/or timeline.
 - ii. Addition of local funds to the Project.
- c. Change requests to reduce the scope of the Project will not change local contribution commitment on the Project.
- d. The City must submit change requests to Metro in writing.

7. Reimbursement – Invoicing:

- a. The total Agreement amount is **ONE HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$150,000.00)**. This amount includes bond proceeds to be dispersed to the City by Metro not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$150,000.00)**.
- b. The City is solely responsible for paying the City's subcontractors and nothing contained herein will create or be construed to create any contractual relationship between any contractor or subcontractor and Metro.
- c. All invoice payments are conditional upon Metro's Project Manager's approval of the deliverables. Deliverables being invoiced for reimbursement must accompany invoices. The City must present progress reports to Metro's Project Manager on a quarterly basis.
- d. The City's invoices must display one hundred percent (100%) of the total project costs incurred during the period of the invoice, and identify any required contribution amounts. Documentation includes without limitation copies of receipts for expenditures, timesheets, or system-generated accounting reports documenting the actual expense. Metro must receive and accept the documentation before Metro makes payment.
- e. The City must include in the invoice:
 - Metro Contract No. **935641, Connected Lents**
 - City name
 - Remittance address
 - Invoice date
 - Invoice number
 - Invoice amount
 - Itemized statement of work performed and expenses incurred during the invoice period
- f. The City must send the invoice to:

Metro
Grace Cho – Project Manager
600 N.E. Grand Avenue
Portland, Oregon 97232-2736

or:
grace.cho@oregonmetro.gov

Exhibit A



Exhibit C – Scope of Work

Metro Contract No. 935641

- g. The City must reference the Metro Contract No. **935641, Connected Lents** in the email subject line.
- h. Pursuant to Metro's fiscal year end, the City's invoices for services through June 30 of each year of the contract period must be submitted to Metro no later than July 30. Metro will make payment on a Net (thirty) 30 day basis upon approval of The City's invoice and quarterly progress report.

Exhibit A

Exhibit C – Scope of Work Attachment 1



Metro Contract No. 935641

ATTACHMENT 1

PROJECT APPLICATION

to follow

Exhibit A



Project Development Scope of Work Form

Complete this form for projects proposed to receive 2019-2021 RFFA bond proceeds for project development of active transportation projects.

Project requirement checklist – project must:

Yes Help complete the regional bicycle and/or pedestrian network (<https://gis.oregonmetro.gov/rtp/>)

Yes Be in a local Transportation System Plan

Yes Be in the 2014 Regional Transportation Plan or the draft 2018 Regional Transportation Plan

Name of Project: **Connected Lents**

Total project cost (start to finish): \$10,000,000

Amount requested for project development: \$150,000

Project Contact

Name, title, phone & email for:

1. Project Lead: Zef Wagner, Transportation Planner, 503-823-7164, zef.wagner@portlandoregon.gov
2. Project Manager: Millicent Williams, Capital Projects Division Manager, 503-823-4229, Millicent.williams@portlandoregon.gov
3. Project Engineer: Jamie Jeffrey, Traffic Design Services Supervising Engineer, 503-823-5165, jamie.jeffrey@portlandoregon.gov

Project Information

1. City (ies) where project is located: Portland
2. County(ies) where project is located: Multnomah
3. Start location: Lents Town Center End location: Lents Town Center
4. Corresponding TSP project number(s) for the nominated project: 70017, 70024, 80016
5. Corresponding RTP project number(s) for the nominated project: 11316

Current Project Description

1. Briefly describe the project purpose (what issue or need will the project address) (*Example: A new buffered regional bikeway will provide safe and comfortable access along a high injury corridor to three major transit stations, two elementary schools and a town center*): This project will construct high-priority pedestrian and bicycle improvements in and around Lents Town Center to provide active transportation connections to transit and major destinations.

Exhibit A

2. Summarize the planning and project development process for this project to date (identify plans, studies, or documents that have led to the current project definition): The Lents Town Center Urban Renewal Area was created in 1998 to support redevelopment of the area, and the Lents Town Center Business District Transportation was adopted in 2000 to guide transportation investments in the core center along Foster/Woodstock. Since then many improvements have been made to the couplet, but the surrounding neighborhood has remained largely deficient in walking and bicycling infrastructure. The Lents Area Active Transportation Demonstration Project was developed for a TIGER grant, and included roughly \$50 million of projects to “complete” the network. While this grant was unsuccessful, the concept remains to build high-priority improvements within an area around the Town Center. This project will draw from the Portland Bicycle Plan for 2030, PedPDX (under development), and the Transportation System Plan.
3. Describe the preferred alignment(s) of the project: Individual projects will be selected from an area including the Lents Town Center as well as a roughly 1-mile radius buffer area around the center for pedestrian projects and a 3-mile buffer for bicycle projects, in keeping with the 20-minute Neighborhood concept.
4. Describe the major design features of the project (*Example: project will include a buffered bikeway of X width, bikeway intersection treatments, wayfinding, bicycle signal, and median*): Projects will include new/improved sidewalks, ped/bike enhanced crossings, neighborhood greenways, protected bikeways, and trails.
5. Are the preferred alignments and major design features broadly known and supported, or subject to change through the remaining project development process? Alignments and general descriptions have been established through previous modal plans, area plans, and the TSP. These are subject to change and refinement through the project development process.
6. Describe known or potential impacts to other agency’s facilities, prior coordination with those agencies (ODOT, transit, railroads, utilities, etc.) about potential impacts to date, and potentially needed permits or agreements: Any improvements at 82nd Ave or I-205 will need coordination with ODOT and potentially ODOT approval. Coordination with TriMet will be needed for any project elements that impact transit stops or stations. Coordination with Portland Parks & Rec will be needed for any projects impacting parks or the Springwater Corridor.
7. Describe whether right-of-way impacts (both construction easements and permanent) are known and if so, whether right-of-way is secured or not: We do not anticipate any significant right-of-way acquisition for this project beyond temporary construction easements or small amounts of right-of-way if needed for ADA curb ramps or other small-scale improvements. Sidewalks and bikeways will generally stay within current rights-of-way.
8. Describe how the project will address the needs and contribute to desired outcomes, including:
 - a. Will the project serve Title 1 schools, low-income, low-English proficiency, non-white, elderly and young, and/or persons with disabilities populations? Yes or No: Yes If yes, how? Lents has a high concentration of Title 1 schools, and has one of the highest concentrations in the city of low-income, low-English proficiency, and non-white populations according to the PBOT Equity Matrix. These populations are more likely than the population as a whole to use low-cost active transportation modes.

Exhibit A

- b. Will the project reduce fatal and severe injury pedestrian and bicycle crashes or address a high risk location? Yes or No: Yes If yes, how? Lents has several High Crash Network streets, including 82nd Ave, 92nd Ave, Foster Rd, and Holgate Blvd. Many of the projects identified in this area include enhanced crossings of these major streets, and many of them will also provide alternatives to walking or bicycling along these major streets by improving parallel routes.
 - c. Will the project provide walking and bicycle access within 1/4 mile of transit stops and stations? Yes or No: Yes If yes, how? Lents Town Center is a major transit hub, with Lines 10, 14, and 73 all converging. Line 72 also runs along the edge of Lents, and the Green Line MAX runs through the center of Lents. The improvements will focus on walking and bicycling access to transit.
 - d. Will the project provide walking and bicycle access within 1/4 mile of a school? Yes or No: Yes If yes, how (provide name of school(s))? Oliver Lent School, Kelly Elementary School
 - e. Will the project use design treatments that will lead to increased use of active transportation modes by providing a good user experience/increasing user comfort? Does the project provide a high degree of separation between people walking and bicycling and motor vehicle traffic? Yes or No: Yes If yes, how? The project will build sidewalks and protected bike lanes on busier streets to provide a high degree of separation and comfort. On quiet streets that meet volume/speed guidelines, neighborhood greenways will provide safe and comfortable local street routes.
 - f. How will the project improve access to and from priority destinations, serve high density areas, and/or increase the number of people walking and bicycling to help relieve congestion? Yes or No: Yes If yes, how? Lents Town Center is rapidly growing as Prosper Portland develops its many properties. It has become a major community hub, with retail businesses and restaurants and a farmers market serving a wide swathe of Southeast Portland. Currently many people drive to these destinations even for short trips due to a lack of walking or bicycling infrastructure, adding to congestion. These projects will address this issue.
 - g. Other needs and desired outcomes the project will address identified in the project purpose statement: The project will improve infrastructure in an area that has received little public investment outside of a small part of the Foster/Woodstock couplet. It is a high-equity area where people will benefit greatly from non-car transportation options.
9. Describe the existing project funding strategy (will federal or ODOT program funds potentially be requested?): Once the project is developed PBOT will pursue local, regional, state, and federal

Exhibit A

funding sources for design and construction. PBOT has system development charge funding available for local match.

Project Development Scope, Cost and Funding Request

1. Total estimated cost for project development (should equal combined amounts identified in #2, 3, and 4, below): \$ 150,000
2. Amount already expended on project development (estimate is okay): \$ 0
3. Planned additional local contribution to project development (not required): \$ 0
4. Total amount requested of RFFA bond proceeds for project development: \$ 150,000
5. Total estimated project cost through construction (including project development): \$ 10,000,000
6. Provide preliminary project cost estimate to date and a brief description of the method and level of confidence of the estimate (attach any documentation available): N/A
7. Project cost estimates reviewed by Project Engineer (name): N/A

Required Additional Information

1. GIS shapefile of the project.
2. Project Development Scope of Work Main Tasks and Summary Costs– use the attached template and modify as necessary.

Exhibit A

Template: Project Development Scope of Work – Main Tasks and Summary Costs

Use the template below (modifying as needed) to describe the project development work that will be completed to advance the understanding and readiness of the project for implementation and increase your agency's confidence in being able to deliver the project to an identified scope and budget.

- The project development work should advance the project on priority issues identified in the current project description that could impact project delivery.
- The end result of the project development work should include a refined project scope, schedule, budget, and funding strategy.
- For projects that may seek federal funding for implementation, agencies should strive to prepare the project to be ready to enter the NEPA and preliminary engineering phase of the project and cost estimates should be updated to account for the federal NEPA and right-of-way process.
- For projects using ODOT program funds or on ODOT facilities, include coordination with ODOT and utilization of ODOT guidelines such as ADA compliant design.

Purpose and Desired Outcomes
Provide a brief summary description (2-4 lines of text) of the purpose and desired outcomes of the project development work (<i>Example: The purpose and objective of this study is to....(purpose statement, desired outcomes) and is located in the . . . (describe study location with boundary limits)</i>)
The purpose of this study is to identify the highest-priority walking and bicycling improvements in and around Lents Town Center (based on existing plans), and develop those projects to a roughly 5% level of design with clear scopes and cost estimates so that projects are ready for future funding opportunities.

Major Project Scope Elements and Summary Costs		
Provide a bullet list of the main tasks that will achieve the purpose and objectives (Examples provided below)	A cost summary per each major task	ID in-house or consultant driven task
<ul style="list-style-type: none">• Project management and administrative oversight	\$20,000	Staff
<ul style="list-style-type: none">• Provide presentations, outreach and other public notifications as required to agency committees, commissions, impacted agencies, or public groups as deemed necessary.	\$10,000	Staff and Consultant
<ul style="list-style-type: none">• Project identification and prioritization based on existing planning documents to determine what will be advanced for project development. Staff and stakeholder review.	\$20,000	Staff

Exhibit A

<ul style="list-style-type: none"> Develop scopes and conceptual designs/alternatives for each project. Staff and stakeholder review. 	\$20,000	Consultant
<ul style="list-style-type: none"> Determine preferred scope for each project and develop preliminary cost estimates. 	\$50,000	Consultant
<ul style="list-style-type: none"> Based on preliminary cost estimates, refine project scopes and estimates and/or further prioritize if needed to fit within fiscal constraints. Staff and stakeholder review. 	\$20,000	Consultant
<ul style="list-style-type: none"> Investigation of potential environmental and socio-economic impacts. 	\$5,000	Consultant
<ul style="list-style-type: none"> Determine final package of projects to advance to preliminary engineering. 	\$5,000	Consultant
Total Proposed Study Costs:	\$150,000	

Approach And Oversight

Discuss how the project development work will be implemented and how expenditures will be tracked and monitored by the agency. Describe the technical, administrative and budget capacity to complete project development work.

The study will be implemented and completed through a combination of in-house staff work and use of an external consultant to achieve the task elements. PBOT will assign a project manager to review consultant work to ensure tasks are completed and funds are expended plus reimbursed properly. Agency has extensive experience with project development on major capital projects, and has the staff capacity needed to perform this work.

Exhibit A

Exhibit D – Scope of Work

Metro Contract No. 935641

Project Title: Stark/Washington Corridor Improvements

RTP No. 10319

Estimated budget at time of award:

Total Cost of Project: \$65,000

Metro Award \$65,000

The project application is attached to the Scope of Work as Attachment 1.

The City will proceed with the Project as follows:

1. The City agrees to proceed with the Project as scheduled and submit to Metro the following deliverables in full:

Tasks and Deliverables	Timeframe	Estimated Metro Allocation Amount
Task 1: Project Management and Oversight Report to Metro on a quarterly basis documenting the status of the project, completion of tasks and the anticipated work in the coming quarter. The reports will include a statement regarding progress on the project and percentage complete. They will also state whether the project is on schedule, ahead of schedule, or behind schedule, describe any unanticipated events, and describe the next quarter's tasks. In addition, the quarterly progress reports will provide updates on consultant management (if applicable).	December 2018 – September 2019	
Task 1 Deliverables: 1a Quarterly Progress Reports (3)	March 2019 June 2019 September 2019	\$7,500
Task 2: Preliminary Project Development The preliminary report will include a description of project elements, discussion of project constraints, traffic analysis (if necessary), preliminary analysis of NEPA issues, preliminary evaluation of right of way needs, and an order of magnitude cost estimate. It will also include a policy scan to examine city/area policies and past planning efforts, modal considerations, and existing safety concerns.	December 2018 – March 2019	
Task 2 Deliverables: 2a Preliminary Project Development Report The City of Portland has developed a standard project development template that details information described above in the Task 2 overview.	March 2019	\$35,000

Exhibit A

Exhibit D – Scope of Work

Metro Contract No. 935641

Task 3: Refined Project Scope Findings from Preliminary Project Development will be used to inform the project scope. An alternatives analysis examining priorities, tradeoffs, and cross sections will be performed, along with development of a stakeholder engagement plan. Key stakeholders will be identified, and a public involvement overview will be created. Public involvement and stakeholder engagement may be conducted as needed to refine project scope.		March 2019 – June 2019	
Task 3 Deliverables: 3a Refined Project Scope Report This deliverable includes an alternatives analysis with order of magnitude cost estimates, stakeholder and public involvement overview, and a summary of any outreach/engagement, if conducted.		June 2019	\$12,500
Task 4: Final Project Scope This report will include a refined project scope with a final cost estimate using preliminary quantities. Refined sections from previous reports developed in Tasks 2 and 3 may be incorporated, along with an executive summary.		June 2019 – September 2019	
Task 4 Deliverables: 4a Final Project Scope Report Includes estimate, estimate report, executive summary, and appendix describing future project development needs and funding opportunities.		September 2019	\$10,000

2. Project Location: SE Stark/Washington Couplet, 92nd – 109th, City of Portland, Multnomah County, Oregon
3. Publicity: As a courtesy, the City will inform and invite Metro to project related activities including but not limited to technical committees, site visits, and any public opening ceremony and/or events. The City must recognize Metro, using the Metro logo, in any publications, media presentations, or other presentations referencing the Project.
4. The City agrees to submit to Metro regular progress reports as follows:
 - a. Quarterly Progress Reports: In addition to the Project Deliverables set forth above, once work has begun, the City must provide to Metro a progress report, documenting the status of the Project. The City must submit the progress report to Metro quarterly. The first progress report will be due at the start of the project and will detail the tasks and deliverables to be completed in the first quarter of the project. The City must include the following details in all progress reports:
 - i. An account of the work accomplished to date.
 - ii. A statement regarding the City's progress on the Project.
 - iii. The percentage of the Project completed.
 - iv. A statement as to whether the Project is on schedule or behind schedule.
 - v. A description of any unanticipated events.
 - vi. A description of the next quarter's tasks.

Exhibit D – Scope of Work

Metro Contract No. 935641

- b. The City must submit all progress reports in a memorandum format with the title of “Progress Report: *Stark/Washington Corridor Improvements*” or in another Metro approved and documented reporting method.
- c. Final Report:

The City must submit a final report and final reimbursement request within sixty (60) days of the earlier (a) the Project completion date or (b) the expiration date of the Intergovernmental Agreement. The final report must include:

- i. Full and final accounting of all expenditures.
 - ii. A description of work accomplished.
 - iii. Volunteer hours and participation (if applicable).
 - iv. Project photos (including a photo of the signage acknowledging Metro during construction), if used.
 - d. The final report submitted by the City must be in the Final Report provided by Metro unless Metro approves in writing another reporting method.
5. Reimbursement - Limitations:
- a. Payments may not exceed the amount budgeted per Project Deliverable identified in the Scope of Work.
 - i. In the event a Project Deliverable does not expend its entire budget, funds may be carried over to the next Project Deliverable.
 - ii. In the event of cost overrun, no additional funding will be granted.
 - b. Before the first reimbursement request, the City must provide a written explanation on the strategy to be deployed to address the possibility of cost overruns on the Project.
 - c. The City should expend awarded amount of funding according to the timeline and schedule. If awarded amount of funding is not expended according to schedule, then the City must make a written change management request to Metro. Otherwise, if timely expenditure is not made, Metro may terminate the Agreement.
 - d. Retainage: Metro will reserve as retainage an amount equal to 10% of the total funds Metro has committed to the Project. Metro will reimburse the City in full for Project expenditures until Metro has released 90% of the funds, and will reserve the remaining 10% as retainage. The total retained funds will be disbursed to the City once the Project is fully completed and approved by Metro. Following completion of the Project and approval by Metro, Metro will deliver to the City the entire retainage as part of the final reimbursement payment. For the purposes of this section, completion of the Project means that Metro has verified in writing to the City that the Project is substantially complete.
6. Change Management:
- a. Metro will shift funds that the City did not use in earlier stages or completed tasks of the Project to later phases of the Project without a change request. The City may not advance or move funds budgeted for a later Project Deliverable of the Project to an earlier Project Deliverable.

Exhibit D – Scope of Work

Metro Contract No. 935641

- b. The City must make a request for the following changes to the Project:
 - i. A revision to the Project scope of work and/or timeline.
 - ii. Addition of local funds to the Project.
- c. Change requests to reduce the scope of the Project will not change local contribution commitment on the Project.
- d. The City must submit change requests to Metro in writing.

8.Reimbursement – Invoicing:

- a. The total Agreement amount is **SIXTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$65,000.00)**. This amount includes bond proceeds to be dispersed to the City by Metro not to exceed **SIXTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$65,000.00)**.
- b. The City is solely responsible for paying the City's subcontractors and nothing contained herein will create or be construed to create any contractual relationship between any contractor or subcontractor and Metro.
- c. All invoice payments are conditional upon Metro's Project Manager's approval of the deliverables. Deliverables being invoiced for reimbursement must accompany invoices. The City must present progress reports to Metro's Project Manager on a quarterly basis.
- d. The City's invoices must display one hundred percent (100%) of the total project costs incurred during the period of the invoice, and identify any required contribution amounts. Documentation includes without limitation copies of receipts for expenditures, timesheets, or system-generated accounting reports documenting the actual expense. Metro must receive and accept the documentation before Metro makes payment.
- e. The City must include in the invoice:
 - Metro Contract No. **935641, Stark/Washington Corridor Improvements**
 - City name
 - Remittance address
 - Invoice date
 - Invoice number
 - Invoice amount
 - Itemized statement of work performed and expenses incurred during the invoice period
- f. The City must send the invoice to:

Metro
Grace Cho – Project Manager
600 N.E. Grand Avenue
Portland, Oregon 97232-2736

or:
grace.cho@oregonmetro.gov

Exhibit D – Scope of Work

Metro Contract No. 935641

- g. The City must reference the Metro Contract No. **935641, Stark/Washington Corridor Improvements** in the email subject line.
- h. Pursuant to Metro's fiscal year end, the City's invoices for services through June 30 of each year of the contract period must be submitted to Metro no later than July 30. Metro will make payment on a Net (thirty) 30 day basis upon approval of The City's invoice and quarterly progress report.

Exhibit D – Scope of Work Attachment 1

Metro Contract No. 935641

ATTACHMENT 1

PROJECT APPLICATION

to follow

Exhibit A



Project Development Scope of Work Form

Complete this form for projects proposed to receive 2019-2021 RFFA bond proceeds for project development of active transportation projects.

Project requirement checklist – project must:

Yes Help complete the regional bicycle and/or pedestrian network (<https://gis.oregonmetro.gov/rtp/>)

Yes Be in a local Transportation System Plan

Yes Be in the 2014 Regional Transportation Plan or the draft 2018 Regional Transportation Plan

Name of Project: **Stark/Washington Corridor Improvements**

Total project cost (start to finish): \$4,000,000

Amount requested for project development: \$65,000

Project Contact

Name, title, phone & email for:

1. Project Lead:
 - Zef Wagner, Transportation Planner, 503-823-7164, zef.wagner@portlandoregon.gov
2. Project Manager:
 - Millicent Williams, Capital Projects Division Manager, 503-823-4229, Millicent.williams@portlandoregon.gov
3. Project Engineers:
 - Jamie Jeffrey, Traffic Design Services Supervising Engineer, 503-823-5165, jamie.jeffrey@portlandoregon.gov
 - Eva Huntsinger

Project Information

1. City (ies) where project is located: Portland
2. County(ies) where project is located: Multnomah
3. Start location: SE Stark/Washington Couplet & 92nd Ave End location: SE Stark/Washington Couplet & 109th Ave
4. Corresponding TSP project number(s) for the nominated project: 80018
5. Corresponding RTP project number(s) for the nominated project: 10319

Current Project Description

1. Briefly describe the project purpose (what issue or need will the project address) (*Example: A new buffered regional bikeway will provide safe and comfortable access along a high injury corridor to*

Exhibit A

three major transit stations, two elementary schools and a town center): This project will implement roadway safety redesign, traffic signals, crossing improvements, transit priority improvements, and protected bikeways in the Stark/Washington couplet in Gateway.

2. Summarize the planning and project development process for this project to date (identify plans, studies, or documents that have led to the current project definition): The Growing Transit Communities Plan adopted in 2017 prioritized a set of improvements along the couplet to support increased bus service on the Line 20. The plan also developed a potential concept design as an example for the public, but did not undertake traffic analysis or compare alternatives. Prosper Portland has also developed the Gateway Action Plan, which calls for investment in the Stark/Washington couplet, and PBOT and Prosper Portland are working together on further planning for the Gateway area.
3. Describe the preferred alignment(s) of the project: SE Stark/Washington Couplet from 92nd Ave to 109th Ave.
4. Describe the major design features of the project (*Example: project will include a buffered bikeway of X width, bikeway intersection treatments, wayfinding, bicycle signal, and median*): Project will include protected bike lanes, enhanced crossings, traffic signals, transit priority improvements, lane reconfigurations, and other safety countermeasures and multimodal access/mobility improvements.
5. Are the preferred alignments and major design features broadly known and supported, or subject to change through the remaining project development process? The preferred alignment is known and supported, as it was developed through the Gateway Action Plan and Growing Transit Communities Plan. The basic design features will follow from best practices in the area including the upcoming project on the Halsey/Weidler Couplet further north in Gateway. Details of the project will be developed through the project development process, but the general approach has support within the agency and community.
6. Describe known or potential impacts to other agency's facilities, prior coordination with those agencies (ODOT, transit, railroads, utilities, etc.) about potential impacts to date, and potentially needed permits or agreements: Any improvements at the I-205 interchange will need coordination with ODOT and potentially ODOT approval. Coordination with TriMet will be needed for any project elements that impact transit stops or stations. Coordination with Prosper Portland will be needed because this project is within the Gateway URA.
7. Describe whether right-of-way impacts (both construction easements and permanent) are known and if so, whether right-of-way is secured or not: We do not anticipate any significant right-of-way acquisition for this project beyond temporary construction easements or small amounts of right-of-way if needed for ADA curb ramps or other small-scale improvements. Both streets have very wide rights-of-way, and this project will be focused on reallocation of uses within that right-of-way.
8. Describe how the project will address the needs and contribute to desired outcomes, including:
 - a. Will the project serve Title 1 schools, low-income, low-English proficiency, non-white, elderly and young, and/or persons with disabilities populations? Yes If yes, how? The Gateway area has a high concentration of Title 1 schools, and have high concentrations

Exhibit A

of low-income, low-English proficiency, and non-white populations according to the PBOT Equity Matrix. These populations are more likely than the population as a whole to use low-cost active transportation and transit modes.

- b. Will the project reduce fatal and severe injury pedestrian and bicycle crashes or address a high risk location? Yes or No: Yes If yes, how? Stark/Washington is on the High Crash Network, and this project will address the high risks associated with a narrow bike lane running along 4-lane one-way streets, as well as pedestrian/bicycle crossings of such streets. 92nd Ave intersecting with this corridor is also on the High Crash Network, as is 102nd Ave just north of the corridor.
- c. Will the project provide walking and bicycle access within 1/4 mile of transit stops and stations? Yes or No: Yes If yes, how? The Stark/Washington Couplet includes the Line 15 and Line 20 buses, both high-ridership lines that are planned to increase in frequency over time according to TriMet. This project will improve access to the stops along these bus lines.
- d. Will the project provide walking and bicycle access within 1/4 mile of a school? Yes or No: Yes If yes, how (provide name of school(s))? Floyd Light Middle School
- e. Will the project use design treatments that will lead to increased use of active transportation modes by providing a good user experience/increasing user comfort? Does the project provide a high degree of separation between people walking and bicycling and motor vehicle traffic? Yes or No: Yes If yes, how? The project will build protected bike lanes, pedestrian refuge islands, transit islands, traffic signals, and enhanced crossings to provide separation from motor vehicle traffic and increase safety/comfort of active modes.
- f. How will the project improve access to and from priority destinations, serve high density areas, and/or increase the number of people walking and bicycling to help relieve congestion? Yes or No: Yes If yes, how? The Stark/Washington Couplet has a very high concentration of services and destinations serving a wide swathe of East Portland, including Mall 205 (slated for redevelopment), banks, retail stores, restaurants, a post office, and the East Portland Community Center. The area is also very close to Adventist Medical Center and associated clinics. The area also has some high-density apartment complexes including Russellville Commons, and is zoned for continued high-density development. Currently many people drive to these destinations even over short distances because the streets are designed primarily for cars and walking and bicycling does not feel safe. This project will address this issue.
- g. Other needs and desired outcomes the project will address identified in the project purpose statement: Gateway is finally starting to see development occur (including

Exhibit A

potential redevelopment of Mall 205), and there are signs that use of active transportation is increasing. PBOT and Prosper Portland are investing heavily in the area, so far primarily around the Halsey/Weidler Couplet. This is our opportunity to make similarly transformative investments in the Stark/Washington Couplet.

9. Describe the existing project funding strategy (will federal or ODOT program funds potentially be requested?): Once the project is developed PBOT will pursue local, regional, state, and federal funding sources for design and construction. PBOT has system development charge funding available for local match.

Project Development Scope, Cost and Funding Request

1. Total estimated cost for project development (should equal combined amounts identified in #2, 3, and 4, below): \$ 65,000
2. Amount already expended on project development (estimate is okay): \$ 0
3. Planned additional local contribution to project development (not required): \$ 0
4. Total amount requested of RFFA bond proceeds for project development: \$ 65,000
5. Total estimated project cost through construction (including project development): \$ 4,000,000
6. Provide preliminary project cost estimate to date and a brief description of the method and level of confidence of the estimate (attach any documentation available): N/A
7. Project cost estimates reviewed by Project Engineer (name): N/A

Required Additional Information

1. GIS shapefile of the project.
2. Project Development Scope of Work Main Tasks and Summary Costs– use the attached template and modify as necessary.

Exhibit A

Template: Project Development Scope of Work – Main Tasks and Summary Costs

Use the template below (modifying as needed) to describe the project development work that will be completed to advance the understanding and readiness of the project for implementation and increase your agency's confidence in being able to deliver the project to an identified scope and budget.

- The project development work should advance the project on priority issues identified in the current project description that could impact project delivery.
- The end result of the project development work should include a refined project scope, schedule, budget, and funding strategy.
- For projects that may seek federal funding for implementation, agencies should strive to prepare the project to be ready to enter the NEPA and preliminary engineering phase of the project and cost estimates should be updated to account for the federal NEPA and right-of-way process.
- For projects using ODOT program funds or on ODOT facilities, include coordination with ODOT and utilization of ODOT guidelines such as ADA compliant design.

Purpose and Desired Outcomes
Provide a brief summary description (2-4 lines of text) of the purpose and desired outcomes of the project development work (<i>Example: The purpose and objective of this study is to....(purpose statement, desired outcomes) and is located in the . . . (describe study location with boundary limits)</i>)
The purpose of this study is to develop multimodal corridor safety and access/mobility improvements to support the area as a high-density transit-oriented district. The study will bring the project to 5% level of design with agreed-upon scope and estimate suitable for pursuing future funding opportunities.

Major Project Scope Elements and Summary Costs		
Provide a bullet list of the main tasks that will achieve the purpose and objectives (Examples provided below)	A cost summary per each major task	ID in-house or consultant driven task
<ul style="list-style-type: none"> • Project management and administrative oversight 	\$5,000	Staff
<ul style="list-style-type: none"> • Provide presentations, outreach and other public notifications as required to agency committees, commissions, impacted agencies, or public groups as deemed necessary. 	\$5,000	Staff and Consultant
<ul style="list-style-type: none"> • Develop scope of improvements, including conceptual alternatives as necessary. Public and staff review. 	\$10,000	Consultant
<ul style="list-style-type: none"> • Analyze existing and future traffic conditions for corridor alternatives to assess safety and operational impacts. 	\$10,000	Consultant

Exhibit A

• Determine preferred alternative and develop preliminary cost estimates.	\$20,000	Consultant
• Based on preliminary cost estimates, refine project scopes and estimates if needed to fit within fiscal constraints.	\$5,000	Consultant
• Investigation of potential environmental and socio-economic impacts.	\$5,000	Staff and Consultant
• Package together project materials to advance to preliminary engineering.	\$5,000	Consultant
Total Proposed Study Costs:	\$65,000	

Approach And Oversight

Discuss how the project development work will be implemented and how expenditures will be tracked and monitored by the agency. Describe the technical, administrative and budget capacity to complete project development work.

The study will be implemented and completed through a combination of in-house staff work and use of an external consultant to achieve the task elements. PBOT will assign a project manager to review consultant work to ensure tasks are completed and funds are expended plus reimbursed properly. Agency has extensive experience with project development on major capital projects, and has the staff capacity needed to perform this work.

Exhibit A

Exhibit E – Scope of Work

Metro Contract No. 935641

Project Title: 148th Ave Safety and Access to Transit

RTP No. 10330

Estimated budget at time of award:

Total Cost of Project: \$150,000

Metro Award \$150,000

The project application is attached to the Scope of Work as Attachment 1.

The City will proceed with the Project as follows:

1. The City agrees to proceed with the Project as scheduled and submit to Metro the following deliverables in full:

Tasks and Deliverables	Timeframe	Estimated Metro Allocation Amount
Task 1: Project Management and Oversight Report to Metro on a quarterly basis documenting the status of the project, completion of tasks and the anticipated work in the coming quarter. The reports will include a statement regarding progress on the project and percentage complete. They will also state whether the project is on schedule, ahead of schedule, or behind schedule, describe any unanticipated events, and describe the next quarter's tasks. In addition, the quarterly progress reports will provide updates on consultant management (if applicable).	December 2018 – September 2019	
Task 1 Deliverables: 1a Quarterly Progress Reports (3)	March 2019 June 2019 September 2019	\$7,500
Task 2: Preliminary Project Development The preliminary report will include a description of project elements, discussion of project constraints, traffic analysis (if necessary), preliminary analysis of NEPA issues, preliminary evaluation of right of way needs, and an order of magnitude cost estimate. It will also include a policy scan to examine city/area policies and past planning efforts, modal considerations, and existing safety concerns.	December 2018 – March 2019	
Task 2 Deliverables: 2a Preliminary Project Development Report The City of Portland has developed a standard project development template that details information described above in the Task 2 overview.	March 2019	\$80,000

Exhibit A

Exhibit E – Scope of Work

Metro Contract No. 935641

Task 3: Refined Project Scope

Findings from Preliminary Project Development will be used to inform the project scope. An alternatives analysis examining priorities, tradeoffs, and cross sections will be performed, along with development of a stakeholder engagement plan. Key stakeholders will be identified, and a public involvement overview will be created. Public involvement and stakeholder engagement may be conducted as needed to refine project scope.

**March 2019 –
June 2019**

Task 3 Deliverables:

- | | | | |
|----|---|-----------|----------|
| 3a | Refined Project Scope Report – This deliverable includes an alternatives analysis with order of magnitude cost estimates, stakeholder and public involvement overview, and a summary of any outreach/engagement, if conducted. | June 2019 | \$52,500 |
|----|---|-----------|----------|

Task 4: Final Project Scope

This report will include a refined project scope with a final cost estimate using preliminary quantities. Refined sections from previous reports developed in Tasks 2 and 3 may be incorporated, along with an executive summary.

**June 2019 –
September 2019**

Task 4 Deliverables:

- | | | | |
|----|---|----------------|----------|
| 4a | Final Project Scope Report
Includes estimate, estimate report, executive summary, and appendix describing future project development needs and funding opportunities. | September 2019 | \$10,000 |
|----|---|----------------|----------|

2. Project Location: NE 148th Ave between NE Airport Way and Powell Boulevard, City of Portland, Multnomah County, Oregon
3. Publicity: As a courtesy, the City will inform and invite Metro to project related activities including but not limited to technical committees, site visits, and any public opening ceremony and/or events. The City must recognize Metro, using the Metro logo, in any publications, media presentations, or other presentations referencing the Project.
4. The City agrees to submit to Metro regular progress reports as follows:
 - a. Quarterly Progress Reports: In addition to the Project Deliverables set forth above, once work has begun, the City must provide to Metro a progress report, documenting the status of the Project. The City must submit the progress report to Metro quarterly. The first progress report will be due at the start of the project and will detail the tasks and deliverables to be completed in the first quarter of the project. The City must include the following details in all progress reports:
 - i. An account of the work accomplished to date.
 - ii. A statement regarding the City's progress on the Project.
 - iii. The percentage of the Project completed.
 - iv. A statement as to whether the Project is on schedule or behind schedule.
 - v. A description of any unanticipated events.
 - vi. A description of the next quarter's tasks.

Exhibit A

Exhibit E – Scope of Work

Metro Contract No. 935641

- b. The City must submit all progress reports in a memorandum format with the title of “Progress Report: *148th Ave Safety and Access to Transit*” or in another Metro approved and documented reporting method.

- c. Final Report:

The City must submit a final report and final reimbursement request within sixty (60) days of the earlier (a) the Project completion date or (b) the expiration date of the Intergovernmental Agreement. The final report must include:

- i. Full and final accounting of all expenditures.
- ii. A description of work accomplished.
- iii. Volunteer hours and participation (if applicable).
- iv. Project photos (including a photo of the signage acknowledging Metro during construction), if used.

- d. The final report submitted by the City must be in the Final Report provided by Metro unless Metro approves in writing another reporting method.

5. Reimbursement - Limitations:

- a. Payments may not exceed the amount budgeted per Project Deliverable identified in the Scope of Work.
 - i. In the event a Project Deliverable does not expend its entire budget, funds may be carried over to the next Project Deliverable.
 - ii. In the event of cost overrun, no additional funding will be granted.
- b. Before the first reimbursement request, the City must provide a written explanation on the strategy to be deployed to address the possibility of cost overruns on the Project.
- c. The City should expend awarded amount of funding according to the timeline and schedule. If awarded amount of funding is not expended according to schedule, then the City must make a written change management request to Metro. Otherwise, if timely expenditure is not made, Metro may terminate the Agreement.
- d. Retainage: Metro will reserve as retainage an amount equal to 10% of the total funds Metro has committed to the Project. Metro will reimburse the City in full for Project expenditures until Metro has released 90% of the funds, and will reserve the remaining 10% as retainage. The total retained funds will be disbursed to the City once the Project is fully completed and approved by Metro. Following completion of the Project and approval by Metro, Metro will deliver to the City the entire retainage as part of the final reimbursement payment. For the purposes of this section, completion of the Project means that Metro has verified in writing to the City that the Project is substantially complete.

6. Change Management:

- a. Metro will shift funds that the City did not use in earlier stages or completed tasks of the Project to later phases of the Project without a change request. The City may not advance or move funds budgeted for a later Project Deliverable of the Project to an earlier Project Deliverable.

Exhibit A

Exhibit E – Scope of Work

Metro Contract No. 935641

- b. The City must make a request for the following changes to the Project:
 - i. A revision to the Project scope of work and/or timeline.
 - ii. Addition of local funds to the Project.
- c. Change requests to reduce the scope of the Project will not change local contribution commitment on the Project.
- d. The City must submit change requests to Metro in writing.

7. Reimbursement – Invoicing:

- a. The total Agreement amount is **ONE HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$150,000.00)**. This amount includes bond proceeds to be dispersed to the City by Metro not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$150,000.00)**.
- b. The City is solely responsible for paying the City's subcontractors and nothing contained herein will create or be construed to create any contractual relationship between any contractor or subcontractor and Metro.
- c. All invoice payments are conditional upon Metro's Project Manager's approval of the deliverables. Deliverables being invoiced for reimbursement must accompany invoices. The City must present progress reports to Metro's Project Manager on a quarterly basis.
- d. The City's invoices must display one hundred percent (100%) of the total project costs incurred during the period of the invoice, and identify any required contribution amounts. Documentation includes without limitation copies of receipts for expenditures, timesheets, or system-generated accounting reports documenting the actual expense. Metro must receive and accept the documentation before Metro makes payment.
- e. The City must include in the invoice:
 - Metro Contract No. **935641, 148th Ave Safety and Access to Transit**
 - City name
 - Remittance address
 - Invoice date
 - Invoice number
 - Invoice amount
 - Itemized statement of work performed and expenses incurred during the invoice period
- f. The City must send the invoice to:

Metro
Grace Cho – Project Manager
600 N.E. Grand Avenue
Portland, Oregon 97232-2736

or:
grace.cho@oregonmetro.gov

Exhibit A



Exhibit E – Scope of Work

Metro Contract No. 935641

- g. The City must reference the Metro Contract No. **935641, 148th Ave Safety and Access to Transit** in the email subject line.
- h. Pursuant to Metro's fiscal year end, the City's invoices for services through June 30 of each year of the contract period must be submitted to Metro no later than July 30. Metro will make payment on a Net (thirty) 30 day basis upon approval of The City's invoice and quarterly progress report.

Exhibit A

Exhibit E – Scope of Work Attachment 1



Metro Contract No. 935641

ATTACHMENT 1

PROJECT APPLICATION

to follow

Exhibit A



Project Development Scope of Work Form

Complete this form for projects proposed to receive 2019-2021 RFFA bond proceeds for project development of active transportation projects.

Project requirement checklist – project must:

Yes Help complete the regional bicycle and/or pedestrian network (<https://gis.oregonmetro.gov/rtp/>)

Yes Be in a local Transportation System Plan

Yes Be in the 2014 Regional Transportation Plan or the draft 2018 Regional Transportation Plan

Name of Project: 148th Ave Safety and Access to Transit

Total project cost (start to finish): \$10,000,000

Amount requested for project development: \$150,000

Project Contact

Name, title, phone & email for:

1. Project Lead: Zef Wagner, Transportation Planner, 503-823-7164, zef.wagner@portlandoregon.gov
2. Project Manager: Millicent Williams, Capital Projects Division Manager, 503-823-4229, Millicent.williams@portlandoregon.gov
3. Project Engineer: Jamie Jeffrey, Traffic Design Services Supervising Engineer, 503-823-5165, jamie.jeffrey@portlandoregon.gov

Project Information

1. City (ies) where project is located: Portland
2. County(ies) where project is located: Multnomah
3. Start location: NE 148th Ave & NE Airport Way End location: NE 148th Ave & Powell Blvd
4. Corresponding TSP project number(s) for the nominated project: 50009, 80005
5. Corresponding RTP project number(s) for the nominated project: 10330, 11881

Current Project Description

1. Briefly describe the project purpose (what issue or need will the project address) (*Example: A new buffered regional bikeway will provide safe and comfortable access along a high injury corridor to three major transit stations, two elementary schools and a town center*): This project will construct safety and access to transit improvements along 148th Ave to support future bus service. Project includes roadway modernization north of Sacramento St and improvements to railroad crossings.
2. Summarize the planning and project development process for this project to date (identify plans, studies, or documents that have led to the current project definition): TriMet's Service

Exhibit A

Enhancement Plan identifies 148th Ave for future bus service, and has indicated potential for near-term service using HB2017 transit funding. In addition, area plans including Division Midway Street Plan, Eastside Station Areas Plan, and Growing Transit Communities Plan have recognized the need for improvements to 148th Ave. The Portland TSP and Bicycle Plan for 2030 include projects on 148th Ave.

3. Describe the preferred alignment(s) of the project: NE/SE 148th Ave from Airport Way to Powell Blvd.
4. Describe the major design features of the project (*Example: project will include a buffered bikeway of X width, bikeway intersection treatments, wayfinding, bicycle signal, and median*): Project will include sidewalks, protected bike lanes, enhanced crossings, lane reconfigurations, and other safety countermeasures.
5. Are the preferred alignments and major design features broadly known and supported, or subject to change through the remaining project development process? The preferred alignment is known and supported, as it was developed through TriMet's Service Enhancement Plan. The treatments south of Sacramento St will follow typical practice for safety improvements along a 5-lane arterial in East Portland, i.e. lane reconfiguration, access management, enhanced crossings, and protected bikeways. North of Sacramento St, this project development effort will include development of alternative cross-sections and evaluation of those alternatives.
6. Describe known or potential impacts to other agency's facilities, prior coordination with those agencies (ODOT, transit, railroads, utilities, etc.) about potential impacts to date, and potentially needed permits or agreements: Any improvements at Sandy Blvd, I-84, or Powell Blvd will need coordination with ODOT and potentially ODOT approval. Coordination with TriMet will be needed for any project elements that impact transit stops or stations. Coordination with UP Railroad will be needed for the two railroad crossings along the alignment.
7. Describe whether right-of-way impacts (both construction easements and permanent) are known and if so, whether right-of-way is secured or not: We do not anticipate any significant right-of-way acquisition for this project beyond temporary construction easements or small amounts of right-of-way if needed for ADA curb ramps or other small-scale improvements. Even in the sub-standard portions of roadway north of Sacramento St, the roadway lies within a public right-of-way roughly 80 feet wide, which should be adequate for the modernization project.
8. Describe how the project will address the needs and contribute to desired outcomes, including:
 - a. Will the project serve Title 1 schools, low-income, low-English proficiency, non-white, elderly and young, and/or persons with disabilities populations? Yes If yes, how? The areas along 148th Ave have a high concentration of Title 1 schools, and have high concentrations of low-income, low-English proficiency, and non-white populations according to the PBOT Equity Matrix. These populations are more likely than the population as a whole to use low-cost active transportation and transit modes.
 - b. Will the project reduce fatal and severe injury pedestrian and bicycle crashes or address a high risk location? Yes or No: Yes If yes, how? 148th Ave is not on the current High Crash Network, but the addition of transit service is likely to increase pedestrian

Exhibit A

demand to cross the street. Much of the street is a 5-lane arterial design, and stop locations that are not at signalized intersections will likely see safety issues without the addition of enhanced crossings. This project will both address current safety issues and address future anticipated safety issues that come with more transit service and ped/bike demand. Bike lanes on 148th are currently at high risk given the speeds along the street and lack of protection, and they are also discontinuous, which this project will address. This project may also include upgrades to major intersections with High Crash Network streets, such as Sandy, Glisan, Halsey, Stark, Division, and Powell.

- c. Will the project provide walking and bicycle access within 1/4 mile of transit stops and stations? Yes or No: Yes If yes, how? 148th Ave has been identified as a future transit line in the TriMet Service Enhancement Plan, and TriMet has indicated interest in near-term implementation of this service. The sidewalks, crossings, and bikeway improvements in this project will be focused on access to transit. PBOT will work with TriMet to identify future stop locations as part of this project development effort.
- d. Will the project provide walking and bicycle access within 1/4 mile of a school? Yes or No: Yes If yes, how (provide name of school(s))? Glenfair Elementary, Margaret Scott Elementary.
- e. Will the project use design treatments that will lead to increased use of active transportation modes by providing a good user experience/increasing user comfort? Does the project provide a high degree of separation between people walking and bicycling and motor vehicle traffic? Yes or No: Yes If yes, how? The project will build sidewalks and protected bike lanes and enhanced crossings on 148th to provide a high degree of separation and comfort.
- f. How will the project improve access to and from priority destinations, serve high density areas, and/or increase the number of people walking and bicycling to help relieve congestion? Yes or No: Yes If yes, how? East Portland has many bus lines running east and west, but relatively few running north and south. Active transportation infrastructure is also poor-quality and disconnected. This means that people often need to drive to shops, schools, and jobs rather than walking, bicycling, or taking transit. By improving the active transportation environment on 148th, and adding bus service with good access improvements, we can encourage these modes for a variety of trips. 148th Ave serves a major employment area north of Sandy Blvd, the MAX Station Area at Burnside, the Rosewood Neighborhood Center around Stark, and a commercial node at Division St including a Fred Meyer store.
- g. Other needs and desired outcomes the project will address identified in the project purpose statement: The project will improve infrastructure in an area that has received

Exhibit A

little public investment. It is a high-equity area where people will benefit greatly from non-car transportation options. This project has been identified as a high priority by EPAP and the Rosewood Initiative.

9. Describe the existing project funding strategy (will federal or ODOT program funds potentially be requested?): Once the project is developed PBOT will pursue local, regional, state, and federal funding sources for design and construction. PBOT has funding available for local match.

Project Development Scope, Cost and Funding Request

1. Total estimated cost for project development (should equal combined amounts identified in #2, 3, and 4, below): \$ 150,000
2. Amount already expended on project development (estimate is okay): \$ 0
3. Planned additional local contribution to project development (not required): \$ 0
4. Total amount requested of RFFA bond proceeds for project development: \$ 150,000
5. Total estimated project cost through construction (including project development): \$ 10,000,000
6. Provide preliminary project cost estimate to date and a brief description of the method and level of confidence of the estimate (attach any documentation available): N/A
7. Project cost estimates reviewed by Project Engineer (name): N/A

Required Additional Information

1. GIS shapefile of the project.
2. Project Development Scope of Work Main Tasks and Summary Costs– use the attached template and modify as necessary.

Exhibit A

Template: Project Development Scope of Work – Main Tasks and Summary Costs

Use the template below (modifying as needed) to describe the project development work that will be completed to advance the understanding and readiness of the project for implementation and increase your agency's confidence in being able to deliver the project to an identified scope and budget.

- The project development work should advance the project on priority issues identified in the current project description that could impact project delivery.
- The end result of the project development work should include a refined project scope, schedule, budget, and funding strategy.
- For projects that may seek federal funding for implementation, agencies should strive to prepare the project to be ready to enter the NEPA and preliminary engineering phase of the project and cost estimates should be updated to account for the federal NEPA and right-of-way process.
- For projects using ODOT program funds or on ODOT facilities, include coordination with ODOT and utilization of ODOT guidelines such as ADA compliant design.

Purpose and Desired Outcomes
Provide a brief summary description (2-4 lines of text) of the purpose and desired outcomes of the project development work (<i>Example: The purpose and objective of this study is to....(purpose statement, desired outcomes) and is located in the . . . (describe study location with boundary limits)</i>)
The purpose of this study is to develop corridor safety and access to transit improvements to improve active transportation facilities and support planned bus service. Includes sidewalk infill south of Division, changes to existing roadway design, and complete street roadway modernization north of Sacramento St as well as improvements at two railroad crossings. This study will develop the project to a roughly 5% level of design with clear scope and cost estimate so that it is ready for future funding opportunities.

Major Project Scope Elements and Summary Costs		
Provide a bullet list of the main tasks that will achieve the purpose and objectives (Examples provided below)	A cost summary per each major task	ID in-house or consultant driven task
<ul style="list-style-type: none">• Project management and administrative oversight	\$20,000	Staff
<ul style="list-style-type: none">• Provide presentations, outreach and other public notifications as required to agency committees, commissions, impacted agencies, or public groups as deemed necessary.	\$10,000	Staff and Consultant
<ul style="list-style-type: none">• Develop scope of improvements, including conceptual alternatives as necessary. Public and staff review.	\$30,000	Consultant

Exhibit A

• Analyze existing and future traffic conditions for corridor alternatives to assess safety and operational impacts.	\$25,000	Consultant
• Determine preferred alternative and develop preliminary cost estimates.	\$50,000	Consultant
• Based on preliminary cost estimates, refine project scopes and estimates if needed to fit within fiscal constraints.	\$5,000	Consultant
• Investigation of potential environmental and socio-economic impacts.	\$5,000	Staff and Consultant
• Package together project materials to advance to preliminary engineering.	\$5,000	Consultant
Total Proposed Study Costs:	\$150,000	

Approach And Oversight

Discuss how the project development work will be implemented and how expenditures will be tracked and monitored by the agency. Describe the technical, administrative and budget capacity to complete project development work.

The study will be implemented and completed through a combination of in-house staff work and use of an external consultant to achieve the task elements. PBOT will assign a project manager to review consultant work to ensure tasks are completed and funds are expended plus reimbursed properly. Agency has extensive experience with project development on major capital projects, and has the staff capacity needed to perform this work.

Exhibit A

Exhibit F – Scope of Work

Metro Contract No. 935641

Project Title: Connected Division Midway

RTP No. 11859

Estimated budget at time of award:

Total Cost of Project: \$150,000

Metro Award \$150,000

The project application is attached to the Scope of Work as Attachment 1.

The City will proceed with the Project as follows:

1. The City agrees to proceed with the Project as scheduled and submit to Metro the following deliverables in full:

Tasks and Deliverables	Timeframe	Estimated Metro Allocation Amount
Task 1: Project Management and Oversight Report to Metro on a quarterly basis documenting the status of the project, completion of tasks and the anticipated work in the coming quarter. The reports will include a statement regarding progress on the project and percentage complete. They will also state whether the project is on schedule, ahead of schedule, or behind schedule, describe any unanticipated events, and describe the next quarter's tasks. In addition, the quarterly progress reports will provide updates on consultant management (if applicable).	December 2018 – September 2019	
Task 1 Deliverables: 1a Quarterly Progress Reports (3)	March 2019 June 2019 September 2019	\$7,500
Task 2: Preliminary Project Development The preliminary report will include a description of project elements, discussion of project constraints, traffic analysis (if necessary), preliminary analysis of NEPA issues, preliminary evaluation of right of way needs, and an order of magnitude cost estimate. It will also include a policy scan to examine city/area policies and past planning efforts, modal considerations, and existing safety concerns.	December 2018 – March 2019	
Task 2 Deliverables: 2a Preliminary Project Development Report – The City of Portland has developed a standard project development template that details information described above in the Task 2 overview.	March 2019	\$80,000

Exhibit A

Exhibit F – Scope of Work

Metro Contract No. 935641

Task 3: Refined Project Scope

**March 2019 –
June 2019**

Findings from Preliminary Project Development will be used to inform the project scope. An alternatives analysis examining priorities, tradeoffs, and cross sections will be performed, along with development of a stakeholder engagement plan. Key stakeholders will be identified, and a public involvement overview will be created. Public involvement and stakeholder engagement may be conducted as needed to refine project scope.

Task 3 Deliverables:

3a Refined Project Scope Report

June 2019

\$52,500

This deliverable includes an alternatives analysis with order of magnitude cost estimates, stakeholder and public involvement overview, and a summary of any outreach/engagement, if conducted.

Task 4: Final Project Scope

**June 2019 –
September 2019**

This report will include a refined project scope with a final cost estimate using preliminary quantities. Refined sections from previous reports developed in Tasks 2 and 3 may be incorporated, along with an executive summary.

Task 4 Deliverables:

4a Final Project Scope Report

September 2019

\$10,000

Includes estimate, estimate report, executive summary, and appendix describing future project development needs and funding opportunities.

2. Project Location: Division Midway Town Center (centered around SE Division & 122nd), City of Portland, Multnomah County, Oregon
3. Publicity: As a courtesy, the City will inform and invite Metro to project related activities including but not limited to technical committees, site visits, and any public opening ceremony and/or events. The City must recognize Metro, using the Metro logo, in any publications, media presentations, or other presentations referencing the Project.
4. The City agrees to submit to Metro regular progress reports as follows:
 - a. Quarterly Progress Reports: In addition to the Project Deliverables set forth above, once work has begun, the City must provide to Metro a progress report, documenting the status of the Project. The City must submit the progress report to Metro quarterly. The first progress report will be due at the start of the project and will detail the tasks and deliverables to be completed in the first quarter of the project. The City must include the following details in all progress reports:
 - i. An account of the work accomplished to date.
 - ii. A statement regarding the City's progress on the Project.
 - iii. The percentage of the Project completed.
 - iv. A statement as to whether the Project is on schedule or behind schedule.
 - v. A description of any unanticipated events.
 - vi. A description of the next quarter's tasks.

Exhibit F – Scope of Work

Metro Contract No. 935641

- b. The City must submit all progress reports in a memorandum format with the title of “Progress Report: *Connected Division Midway*” or in another Metro approved and documented reporting method.

- c. Final Report:

The City must submit a final report and final reimbursement request within sixty (60) days of the earlier (a) the Project completion date or (b) the expiration date of the Intergovernmental Agreement. The final report must include:

- i. Full and final accounting of all expenditures.
- ii. A description of work accomplished.
- iii. Volunteer hours and participation (if applicable).
- iv. Project photos (including a photo of the signage acknowledging Metro during construction), if used.

- d. The final report submitted by the City must be in the Final Report provided by Metro unless Metro approves in writing another reporting method.

5. Reimbursement - Limitations:

- a. Payments may not exceed the amount budgeted per Project Deliverable identified in the Scope of Work.
 - i. In the event a Project Deliverable does not expend its entire budget, funds may be carried over to the next Project Deliverable.
 - ii. In the event of cost overrun, no additional funding will be granted.
- b. Before the first reimbursement request, the City must provide a written explanation on the strategy to be deployed to address the possibility of cost overruns on the Project.
- c. The City should expend awarded amount of funding according to the timeline and schedule. If awarded amount of funding is not expended according to schedule, then the City must make a written change management request to Metro. Otherwise, if timely expenditure is not made, Metro may terminate the Agreement.
- d. Retainage: Metro will reserve as retainage an amount equal to 10% of the total funds Metro has committed to the Project. Metro will reimburse the City in full for Project expenditures until Metro has released 90% of the funds, and will reserve the remaining 10% as retainage. The total retained funds will be disbursed to the City once the Project is fully completed and approved by Metro. Following completion of the Project and approval by Metro, Metro will deliver to the City the entire retainage as part of the final reimbursement payment. For the purposes of this section, completion of the Project means that Metro has verified in writing to the City that the Project is substantially complete.

6. Change Management:

- a. Metro will shift funds that the City did not use in earlier stages or completed tasks of the Project to later phases of the Project without a change request. The City may not advance or move funds budgeted for a later Project Deliverable of the Project to an earlier Project Deliverable.

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Exhibit F – Scope of Work

Metro Contract No. 935641

- b. The City must make a request for the following changes to the Project:
 - i. A revision to the Project scope of work and/or timeline.
 - ii. Addition of local funds to the Project.
 - c. Change requests to reduce the scope of the Project will not change local contribution commitment on the Project.
 - d. The City must submit change requests to Metro in writing.
7. Reimbursement – Invoicing:
- a. The total Agreement amount is **ONE HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$150,000.00)**. This amount includes bond proceeds to be dispersed to the City by Metro not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$150,000.00)**.
 - b. The City is solely responsible for paying the City's subcontractors and nothing contained herein will create or be construed to create any contractual relationship between any contractor or subcontractor and Metro.
 - c. All invoice payments are conditional upon Metro's Project Manager's approval of the deliverables. Deliverables being invoiced for reimbursement must accompany invoices. The City must present progress reports to Metro's Project Manager on a quarterly basis.
 - d. The City's invoices must display one hundred percent (100%) of the total project costs incurred during the period of the invoice, and identify any required contribution amounts. Documentation includes without limitation copies of receipts for expenditures, timesheets, or system-generated accounting reports documenting the actual expense. Metro must receive and accept the documentation before Metro makes payment.
 - e. The City must include in the invoice:
 - Metro Contract No. **935641, Connected Division Midway**
 - City name
 - Remittance address
 - Invoice date
 - Invoice number
 - Invoice amount
 - Itemized statement of work performed and expenses incurred during the invoice period
 - f. The City must send the invoice to:

Metro
Grace Cho – Project Manager
600 N.E. Grand Avenue
Portland, Oregon 97232-2736

or:
grace.cho@oregonmetro.gov

Exhibit A



Exhibit F – Scope of Work

Metro Contract No. 935641

- g. The City must reference the Metro Contract No. **935641, Connected Division Midway** in the email subject line.
- h. Pursuant to Metro's fiscal year end, the City's invoices for services through June 30 of each year of the contract period must be submitted to Metro no later than July 30. Metro will make payment on a Net (thirty) 30 day basis upon approval of The City's invoice and quarterly progress report.

Exhibit A

Exhibit F – Scope of Work Attachment 1



Metro Contract No. 935641

ATTACHMENT 1
PROJECT APPLICATION
to follow

Exhibit A



Project Development Scope of Work Form

Complete this form for projects proposed to receive 2019-2021 RFFA bond proceeds for project development of active transportation projects.

Project requirement checklist – project must:

Yes Help complete the regional bicycle and/or pedestrian network (<https://gis.oregonmetro.gov/rtp/>)

Yes Be in a local Transportation System Plan

Yes Be in the 2014 Regional Transportation Plan or the draft 2018 Regional Transportation Plan

Name of Project: **Connected Division Midway**

Total project cost (start to finish): \$10,000,000

Amount requested for project development: \$150,000

Project Contact

Name, title, phone & email for:

1. Project Lead: Zef Wagner, Transportation Planner, 503-823-7164, zef.wagner@portlandoregon.gov
2. Project Manager: Millicent Williams, Capital Projects Division Manager, 503-823-4229, Millicent.williams@portlandoregon.gov
3. Project Engineer: Millicent Williams, Capital Projects Division Manager, 503-823-4229, Millicent.williams@portlandoregon.gov

Project Information

1. City (ies) where project is located: Portland
2. County(ies) where project is located: Multnomah
3. Start location: Division Midway Town Center End location: Division Midway Town Center
4. Corresponding TSP project number(s) for the nominated project: 80014, 80016, 80028, 80029, 80031
5. Corresponding RTP project number(s) for the nominated project: 11859

Current Project Description

1. Briefly describe the project purpose (what issue or need will the project address) (*Example: A new buffered regional bikeway will provide safe and comfortable access along a high injury corridor to three major transit stations, two elementary schools and a town center*): This project will construct high-priority pedestrian and bicycle improvements in and around Division Midway Town Center.

Exhibit A

2. Summarize the planning and project development process for this project to date (identify plans, studies, or documents that have led to the current project definition): The Division Midway area centered on SE Division St & 122nd Ave has been recognized for many years as a potential high-growth area in East Portland. This was formalized with establishment of Division Midway Town Center in the recent Portland Comprehensive Plan update. The Division Midway Neighborhood Street Plan was adopted in 2014 and adopted a number of priority walking and bicycling improvements in the area. The Growing Transit Communities Plan, adopted in 2017, further prioritized improvements in the area to access transit and improve active transportation. The Transportation System Plan and Portland Bicycle Plan for 2030 also include specific projects in this area, as will the PedPDX update of the Pedestrian Master Plan.
3. Describe the preferred alignment(s) of the project: Individual projects will be selected from an area including the Division Midway Town Center as well as a roughly 1-mile radius buffer area around the center for pedestrian projects and a 3-mile buffer for bicycle projects, in keeping with the 20-minute Neighborhood concept.
4. Describe the major design features of the project (*Example: project will include a buffered bikeway of X width, bikeway intersection treatments, wayfinding, bicycle signal, and median*): Projects will include new/improved sidewalks, ped/bike enhanced crossings, neighborhood greenways, protected bikeways, and trails.
5. Are the preferred alignments and major design features broadly known and supported, or subject to change through the remaining project development process? Alignments and general descriptions have been established through previous modal plans, area plans, and the TSP. These are subject to change and refinement through the project development process.
6. Describe known or potential impacts to other agency's facilities, prior coordination with those agencies (ODOT, transit, railroads, utilities, etc.) about potential impacts to date, and potentially needed permits or agreements: Any improvements at SE Powell Blvd or I-205 will need coordination with ODOT and potentially ODOT approval. Coordination with TriMet will be needed for any project elements that impact transit stops or stations. Coordination with Portland Parks & Rec will be needed for any projects impacting parks or the Springwater Corridor.
7. Describe whether right-of-way impacts (both construction easements and permanent) are known and if so, whether right-of-way is secured or not: We do not anticipate any significant right-of-way acquisition for this project beyond small amounts if needed for ADA curb ramps or other small-scale improvements. Sidewalks and bikeways will generally stay within current rights-of-way.
8. Describe how the project will address the needs and contribute to desired outcomes, including:
 - a. Will the project serve Title 1 schools, low-income, low-English proficiency, non-white, elderly and young, and/or persons with disabilities populations? Yes or No: Yes If yes, how? Division Midway has a high concentration of Title 1 schools, and has one of the highest concentrations in the city of low-income, low-English proficiency, and non-white populations according to the PBOT Equity Matrix. These populations are more likely than the population as a whole to use low-cost active transportation modes.

Exhibit A

- b. Will the project reduce fatal and severe injury pedestrian and bicycle crashes or address a high risk location? Yes or No: Yes If yes, how? Division Midway has several High Crash Network streets, including 122nd Ave, Stark St, Division St, and Powell Blvd. Many of the projects identified in this area include enhanced crossings of these major streets, and many of them will also provide alternatives to walking or bicycling along these major streets by improving parallel routes.
- c. Will the project provide walking and bicycle access within 1/4 mile of transit stops and stations? Yes or No: Yes If yes, how? Division Midway has many current or planned frequent transit lines, including Line 73 on 122nd Ave, Line 4 on Division, Line 20 on Stark, and Line 9 on Powell. Line 4 on Division is planned to be upgraded to a bus rapid transit line through the Division Transit Project. The proposed improvements will focus on walking and bicycling access to transit.
- d. Will the project provide walking and bicycle access within 1/4 mile of a school? Yes or No: Yes If yes, how (provide name of school(s))? David Douglas High School, Mill Park Elementary, West Powellhurst Elementary, Lincoln Park Elementary.
- e. Will the project use design treatments that will lead to increased use of active transportation modes by providing a good user experience/increasing user comfort? Does the project provide a high degree of separation between people walking and bicycling and motor vehicle traffic? Yes or No: Yes If yes, how? The project will build sidewalks and protected bike lanes on busier streets to provide a high degree of separation and comfort. On quiet streets that meet volume/speed guidelines, neighborhood greenways will provide safe and comfortable local street routes.
- f. How will the project improve access to and from priority destinations, serve high density areas, and/or increase the number of people walking and bicycling to help relieve congestion? Yes or No: Yes If yes, how? Division Midway Town Center has a high concentration of commercial destinations serving the wider community, with grocery stores and basic services. There are also several parks and schools in the area. Currently many people drive to these destinations even for short trips due to a lack of walking or bicycling infrastructure, adding to congestion. These projects will address this issue.
- g. Other needs and desired outcomes the project will address identified in the project purpose statement: The project will improve infrastructure in an area that has received little public investment in basic walking and bicycling infrastructure. It is a high-equity area where people will benefit greatly from non-car transportation options.

Exhibit A

9. Describe the existing project funding strategy (will federal or ODOT program funds potentially be requested?): Once the project is developed PBOT will pursue local, regional, state, and federal funding sources for design and construction. PBOT has system development charge funding available for local match.

Project Development Scope, Cost and Funding Request

1. Total estimated cost for project development (should equal combined amounts identified in #2, 3, and 4, below): \$ 150,000
2. Amount already expended on project development (estimate is okay): \$ 0
3. Planned additional local contribution to project development (not required): \$ 0
4. Total amount requested of RFFA bond proceeds for project development: \$ 150,000
5. Total estimated project cost through construction (including project development): \$ 10,000,000
6. Provide preliminary project cost estimate to date and a brief description of the method and level of confidence of the estimate (attach any documentation available): N/A
7. Project cost estimates reviewed by Project Engineer (name): N/A

Required Additional Information

1. GIS shapefile of the project.
2. Project Development Scope of Work Main Tasks and Summary Costs– use the attached template and modify as necessary.

Exhibit A

Template: Project Development Scope of Work – Main Tasks and Summary Costs

Use the template below (modifying as needed) to describe the project development work that will be completed to advance the understanding and readiness of the project for implementation and increase your agency's confidence in being able to deliver the project to an identified scope and budget.

- The project development work should advance the project on priority issues identified in the current project description that could impact project delivery.
- The end result of the project development work should include a refined project scope, schedule, budget, and funding strategy.
- For projects that may seek federal funding for implementation, agencies should strive to prepare the project to be ready to enter the NEPA and preliminary engineering phase of the project and cost estimates should be updated to account for the federal NEPA and right-of-way process.
- For projects using ODOT program funds or on ODOT facilities, include coordination with ODOT and utilization of ODOT guidelines such as ADA compliant design.

Purpose and Desired Outcomes
Provide a brief summary description (2-4 lines of text) of the purpose and desired outcomes of the project development work (<i>Example: The purpose and objective of this study is to....(purpose statement, desired outcomes) and is located in the . . . (describe study location with boundary limits)</i>)
The purpose of this study is to identify the highest-priority walking and bicycling improvements in and around Division Midway Town Center (based on existing plans), and develop those projects to a roughly 5% level of design with clear scopes and cost estimates so that projects are ready for future funding opportunities.

Major Project Scope Elements and Summary Costs		
Provide a bullet list of the main tasks that will achieve the purpose and objectives (Examples provided below)	A cost summary per each major task	ID in-house or consultant driven task
<ul style="list-style-type: none">• Project management and administrative oversight	\$20,000	Staff
<ul style="list-style-type: none">• Provide presentations, outreach and other public notifications as required to agency committees, commissions, impacted agencies, or public groups as deemed necessary.	\$10,000	Staff and Consultant
<ul style="list-style-type: none">• Project identification and prioritization based on existing planning documents to determine what will be advanced for project development. Staff and stakeholder review.	\$20,000	Staff

Exhibit A

<ul style="list-style-type: none"> Develop scopes and conceptual designs/alternatives for each project. Staff and stakeholder review. 	\$20,000	Consultant
<ul style="list-style-type: none"> Determine preferred scope for each project and develop preliminary cost estimates. 	\$50,000	Consultant
<ul style="list-style-type: none"> Based on preliminary cost estimates, refine project scopes and estimates and/or further prioritize if needed to fit within fiscal constraints. Staff and stakeholder review. 	\$20,000	Consultant
<ul style="list-style-type: none"> Investigation of potential environmental and socio-economic impacts. 	\$5,000	Consultant
<ul style="list-style-type: none"> Determine final package of projects to advance to preliminary engineering. 	\$5,000	Consultant
Total Proposed Study Costs:	\$150,000	

Approach And Oversight

Discuss how the project development work will be implemented and how expenditures will be tracked and monitored by the agency. Describe the technical, administrative and budget capacity to complete project development work.

The study will be implemented and completed through a combination of in-house staff work and use of an external consultant to achieve the task elements. PBOT will assign a project manager to review consultant work to ensure tasks are completed and funds are expended plus reimbursed properly. Agency has extensive experience with project development on major capital projects, and has the staff capacity needed to perform this work.