

Exhibit A



Intergovernmental Agreement

Metro Contract No. 936489

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 **City of Portland**, referred to herein as "the City," located at 1120 S.W. 5th Avenue, Portland, Oregon 97204.

A. Background

1. 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.
2. Regional flexible funds are money from the federal government that may be used for a wide range of projects. These funds come from three federal grant programs. Surface Transportation Block Grant Program (STBG) funds may be used for projects to preserve and improve conditions and performance on public roads, pedestrian and bicycle infrastructure, and transit capital projects. Congestion Mitigation/Air Quality Program (CMAQ) funds may be used for surface transportation projects and other related efforts that contribute air quality improvements and provide congestion relief. STBG - Transportation Alternatives set aside funds may be used for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities and environmental mitigation.
3. TriMet and Metro have entered into an Intergovernmental Agreement to provide for the exchange between Metro and TriMet of STBG funds allocated to Metro for TriMet general funds, to fund projects identified by Metro. The purpose of the fund exchange is to improve the purchasing power of transportation funds by consolidating federal funds on fewer, larger projects that can efficiently document their compliance with federal requirements. The City's Central Eastside Access and Circulation ("the Project") is to be funded by the exchanged TriMet general funds.
4. TriMet and Metro have entered into a separate Intergovernmental Agreement to provide for the exchange between Metro and TriMet of CMAQ funds allocated to Metro for TriMet general funds. This funding is to deliver planning studies, projects, and programs. In anticipation of this CMAQ funding exchange, expected to be completed in the near future, the City agrees to allow Metro to use the retainage funds for this Project to help float CMAQ fund exchange dollars anticipated to arrive from TriMet in FY 2022-2023.
5. The purpose of this Agreement is to facilitate funding of the Project by providing the City with TriMet general funds in an amount that equals the STBG funds awarded to the Project, minus an administration fee.

B. Effective Date and Duration

The effective date of this Agreement is **December 1, 2019**, and will remain in effect until and including **July 31, 2022** unless terminated or extended as provided in this Agreement. Costs incurred on or after **December 1, 2019** and that Metro deems allowable costs for this project will be reimbursed once all parties have signed this Agreement and Metro has been presented with the appropriate invoice and documentation.

C. Scope of Work

The City must perform all activities specified in the attached "Exhibit A – Scope of Work," which is incorporated into this Agreement by this reference as if set forth in full. The City, in accordance with the Scope of Work, must provide all services and materials, in a competent and professional manner. 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.

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D. Compensation

The total Agreement amount is **FIVE MILLION ONE HUNDRED FIFTY-THREE THOUSAND NINE HUNDRED SIXTY-ONE AND NO/100THS DOLLARS (\$5,153,961.00)**. This amount includes (1) Metro funds to be dispersed to the City not to exceed **TWO MILLION FIVE HUNDRED FORTY-THREE THOUSAND NINE HUNDRED SIXTY-ONE AND NO/100THS DOLLARS (\$2,543,961.00)** and (2) the City's non-federal local match of **TWO MILLION SIX HUNDRED TEN THOUSAND AND NO/100THS DOLLARS (\$2,610,000.00)**. Metro will reimburse the City only for work completed on the Project during the effective date of the Agreement. The Agreement amount is the total of the SBTG funds awarded to the Project, exchanged for TriMet general funds and minus a 2% administrative fee. (As reflected by the Metro funds to be dispersed to the City.) Pursuant to the agreement between Metro and TriMet, Metro may charge a fee of 2% of the total project cost to administer the TriMet general funds for RFFA projects. Metro may use TriMet general funds, or interest on those funds, as reimbursement for administrative costs.

E. Payment

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

F. Excess Funds

The intent of the language of Metro Resolution No. 16-4756, conditions of approval, apply to the exchange funds that are the subject of this Agreement. The City's project was awarded funding as a JPACT-recommended project for the 2019-21 Regional Flexible Fund Allocation ("RFFA"). Through an agreement between Metro and TriMet the flexible funds are exchanged for TriMet general funds. If the Project is determined to be infeasible or if the City completes the Project without expending all of the funds that were awarded and exchanged with TriMet funds, any remaining exchange funds for the Project shall be considered to be excess flexible funds. These excess funds will revert to the regional pool for the next flexible fund allocation (2022-24), to be distributed among the region, per MTIP/RFFA policy. Or, the Project sponsor/local jurisdiction receiving the exchange funds may request that JPACT reallocate the funds per the MTIP amendment process.

G. Funding Recognition

The City must recognize Metro 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.

H. Records Maintenance – Access

1. 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.
2. The City acknowledges and agrees that Metro and/or their duly authorized representatives will have access to such fiscal records and other books, documents, timesheets, papers, plans and writings of the City that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts.
3. 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.

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I. Indemnity

The City is an independent contractor and assumes full responsibility for the performance of the Scope of Work and the content of its work and performance. To the extent permitted by Oregon law and subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the City agrees to indemnify and defend Metro and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees at trial and on appeal, arising out of or in any way connected with its performance of this Agreement.

J. Termination for Cause

1. 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.
2. 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.
3. 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 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 whereby the rights of the City will be as set forth below in Section J.

K. 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.

L. Insurance

1. The City must purchase and maintain at the City's expense, the following types of insurance, covering the City, its employees, and agents:
 - a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. The City's coverage will be primary as respects Metro.
 - b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000.00 per occurrence.

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- c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000.00 per accident or disease.
2. Metro, its elected officials, departments, employees, and agents must be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.
3. The City must provide to Metro thirty (30) days' written notice of any material change or policy cancellation.
4. The City must provide Metro with a Certificate of Insurance complying with this article upon return of the City's signed Agreement to Metro. The Certificate of Insurance must identify **Metro Contract No. 936489**.

M. Right to Withhold Payments and Retainage

Metro will have the right to withhold from 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. Additionally, to ensure project completion and delivery, Metro will withhold \$300,000 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. The City has agreed to allow Metro to use the retainage funds until substantial completion of the Project.

N. State and Local Law Compliance

1. The City must comply with the public contracting provisions of ORS chapters 279A, 279B and 279C and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. The City must comply with all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations.
2. The City must comply with state and local laws, statutes, and ordinances relative to, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

O. 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.

P. Project Information

The City must share all major project information and fully cooperate with Metro, informing Metro of all key aspects of the Project including actual or potential problems or defects. Metro and the City will determine the aspects of the Project that trigger this information sharing requirement. The City must abstain from releasing any information or project news without the prior and specific written approval of Metro.

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Q. Independent Contractor Status

1. 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.
2. 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.
3. 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.
4. The City must identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

R. 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 other party.

The City's Designated Representative:

Gabriel Graff
Project Manager
City of Portland
Gabriel.Graff@portlandoregon.gov
503-823-5291

Metro's Designated Representatives:

Grace Cho
Senior Transportation Planner
Metro
600 N.E. Grand Avenue
Portland, Oregon 97232-2736

with copy to:

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

S. Assignment

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

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T. 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.

U. 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.

V. 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.

W. Severability

If any clause, sentence or any other portion of the terms and conditions of this 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.

X. No Special or Consequential Damages

The City expressly waives any claims against Metro regarding the Scope of Work under this Agreement. Metro's liability under this Agreement will be limited to payment of the Funds, to the extent that the City has fully and completely complied with all terms and conditions of 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

By: _____

Printed: _____

Title: _____

Date: _____

Metro

By: _____

Printed: Andrew Scott

Title: Acting Chief Operating Officer

Date: _____

Exhibit A – Scope of Work

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1. Project Title/Project Number: Central Eastside Access and Circulation Improvements

Estimated budget at time of award:

Total Cost of Project:	\$5,153,961
Metro Award	\$2,543,961
City Match	\$2,610,000

2. Budget by phase:

Preliminary Engineering	\$1,901,950
Right-of-Way	N/A
Construction	\$2,245,067
Contingency	\$1,006,944

Preliminary Engineering Metro Award:	\$298,894
Right-of-Way Metro Award:	N/A
Construction Metro Award:	\$2,245,067

3. Preliminary Project Schedule:

Survey:	December 2019 - March 2020
Design:	March 2020 - March 2021
Construction	July 2021 – June 2022

4. Project Location: Portland's Central Eastside, including the intersections of SE Washington and Grand, SE Stark and Grand, SE Ankeny and Sandy/11th, and NE 16th and Irving. See map (next page).

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5. Conditions

- i. PBOT local matching funds for this project at a minimum are \$2,596,554.
- ii. PBOT will seek additional potential cost savings through various means, including federal funds exchange and project scope adjustments. Any savings realized will be added to 2019-21 RFFA funding for Regional Freight Studies.
- iii. The project will implement sufficient wayfinding signage consistent with Metro sign guidelines

The project will implement transportation demand management strategies/activities in conjunction with the delivery and opening of the project in partnership with the Central Eastside Industrial Council's Transportation and Parking Advisory Committee and the Portland Freight Committee. City staff will internally coordinate between capital projects and active transportation and demand management staff to identify the strategies/activities to deploy.

6. Project Deliverables:

Phase 1: Pre-construction activities including design, permits, construction documents and contractor selection:

- The City will submit 30%, 60%, 95% and final design documents to Metro staff for review and notify Metro when permits are acquired.
 - The City will submit an updated cost estimate with each plan set.
 - The City will submit an updated timeline based on final design documents.
- The design of the Project must be generally consistent with ODOT design standards.

Phase 2: Right-of-way easements and acquisition completed.

- The City will submit the final adopted survey filed with assessment OR document of legal conveyance of easement.
- The City must substantially comply with the Federal Acquisition Guidelines.
- Metro will provide guidance and direction for the Right-of-Way phase as it pertains to temporary construction easements and permanent right-of-way, by request.

Phase 3: Construction:

- Metro and the City will negotiate Construction phase deliverables after completion of the preliminary engineering phase.
- The City will submit construction deliverables on a quarterly basis unless Metro agrees in writing to a different time frame.
- The City must document expenses incurred for reimbursement by Metro as well as expenses for match.
- The City must ensure that each construction deliverable includes: Percent (%) complete by bid item from the final design cost estimation and cost tracking sheet.

7. Publicity:

The City must recognize Metro in any publications, media presentations, or other presentations referencing the Project. As a courtesy, the City will inform and invite Metro to any public opening ceremony and/or event. If the City places signage at the Project's location during the construction phase, the City should acknowledge Metro as a sponsor.



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8. Reporting Requirements:

- i. 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. Quarterly reports are due to Metro on the following dates: January 15, April 15, July 15, and October 15. For the pre-construction and right of way phases, the City must submit the progress report to Metro quarterly and when Project Deliverables are met. For the construction phase the City must submit the progress report with the quarterly request for reimbursement.
- ii. 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, and data regarding success indicators.
- iii. The City must submit all progress reports in the Zoom Grants grant management tool or in another Metro approved and documented reporting method. Instructions on how to provide such information will be provided.
- iv. Final Report:

The City must submit a final report and final reimbursement request within sixty (60) days of the earlier of (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. The value and source of all matching funds.
 - iii. A description of work accomplished.
 - iv. Volunteer hours and participation (if applicable).
 - v. Project photos (including a photo of the signage acknowledging Metro during construction), if used.
 - vi. Data on success indicators.
- v. The final report submitted by the City must be in the Final Report Form provided by Metro unless Metro approves in writing another reporting method.

9. Reimbursement - Limitations:

- i. Payments may not exceed the amount budgeted per phase identified in the Scope of Work.
 - i. In the event a phase does not expend its entire budget, funds may be carried over to the next phase. Carryover funds which equates to 20% or greater of the estimated budget for the phase will require a formal change request.
 - ii. In the event of cost overrun, no additional funding will be granted.
- ii. 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.
- iii. The City should expend awarded amount of funding according to the timeline and schedule determined through the preliminary engineering phase. If awarded amount of funding is not expended according to schedule, then a change management request must be made to Metro. Otherwise, if timely expenditure is not made, Metro may terminate the Agreement.
- iv. Pre-Construction:
 - i. Pro-rated amount by design deliverable (i.e., 30%, 60%, 90%, Final) based on agreed upon budget for the preliminary engineering phase.



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- v. Right-of-Way:
 - i. Reimbursements limited to cost-basis (e.g. professional services, property acquisition, and recording).
 - vi. Construction:
 - i. Deliverables to be negotiated for the construction phase after the completion of preliminary engineer and final design, with cost estimates.
 - ii. Reimbursement amount based on percent (%) completed of construction activities based on deliverable or by every quarter.
 - a. Percent complete of construction activity to be itemized and shown through the bid sheet.
 - iii. During the construction phase, reimbursement billing may shift to a quarterly schedule.
 - vii. Retainage: Metro will reserve as retainage an amount equal to \$300,000 of the total funds Metro has committed to the Project. The City has agreed to allow Metro to use the retainage funds as the Project gets delivered. Metro will reimburse the City in full for Project expenditures until Metro has released \$2,243,961 of the funds, and will reserve the remaining \$300,000 as retainage. The retainage will not be disbursed to the City until 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 (1) the City has issued a notice of substantial completion to all construction contractors; (2) the City has demonstrated to Metro that transportation demand management activities have been and/or scheduled to be undertaken in conjunction with the delivery and completion of the project; and (2) Metro has verified in writing to the City that the Project is substantially complete.
10. Change Management:
- i. Metro will shift funds that the City did not use in earlier stages of the Project to later phases of the Project (e.g. funds savings from pre-construction moved to construction) without a change request, as long as the funds are within 20% of the estimated budget total for the phase. The City may not advance or move funds budgeted for later phases of the Project to an earlier phase.
 - ii. 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.
 - iii. Change requests to reduce the scope of the Project will not change local match commitment on the Project.
 - iv. The City must submit change requests to Metro in writing.
11. Reimbursement – Invoicing:
- i. The total Agreement amount is **FIVE MILLION ONE HUNDRED FIFTY-THREE THOUSAND NINE HUNDRED SIXTY-ONE AND NO/100THS DOLLARS (\$5,153,961.00)**. This amount includes (1) Metro funds to be dispersed to the City not to exceed **TWO MILLION FIVE HUNDRED FORTY-THREE THOUSAND NINE HUNDRED SIXTY-ONE AND NO/100THS DOLLARS (\$2,543,961.00)** and (2) The City's local match **TWO MILLION SIX HUNDRED TEN THOUSAND AND NO/100THS DOLLARS (\$2,610,000.00)**. 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.
 - ii. All invoice payments are conditional upon Metro's Project Manager's approval of the Progress Reports. For phases 1 and 2, the City must present progress reports to Metro's



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- Project Manager on a quarterly basis and when Project Deliverables are met. For phase 3, the City must include reimbursement requests with its quarterly progress report.
- iii. 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 matching 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.
 - iv. The City must include in the invoice:
 - **Metro Contract No. 936489**
 - City name
 - Remittance address
 - Invoice date
 - Invoice number
 - Invoice amount
 - Local Match amount
 - Itemized statement of work performed and expenses incurred during the invoice period
 - **Required** to be submitted quarterly
 - v. 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
 - vi. The City must reference the **Metro Contract No. 936489** in the email subject line.
 - vii. 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 15. Metro will make payment on a Net (thirty) 30 day basis upon approval of The City's invoice and quarterly progress report.

12. Success Indicators:

The City agrees to monitor the Project for three consecutive years following the completion of the Project and the City agrees to report the following information to Metro upon completion of the Project.

One year post-construction, the City agrees to complete a post-project report with before and after photographs, pre and post traffic counts, and community feedback.

Three years post-construction, the City agrees to review on-going bicycle and pedestrian counts in the project area, reported crashes at improved intersections, and of pre- and post- traffic counts, including vehicle class and turning movement counts.

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DATE: August 30, 2019

TO: Grace Cho, Senior Planner, Metro
CC: Ted Leybold, Transportation Planning Manager, Metro
FROM: Gabe Graff, Project Manager, PBOT

RE: Central Eastside Access and Circulation project scope

PBOT was pleased to be awarded Regional Flexible Funds to implement the Central Eastside Access and Circulation project by Metro. The Central Eastside Access and Circulation (CEAC) project will improve freight access and circulation and reduce conflicts in the Central Eastside by adding new traffic signals and modifying existing traffic signals, consistent with the adopted SE Quadrant Plan and Central City 2035 plan.

This memo outlines PBOT-proposed scope changes since submitting RFFA application. PBOT utilized Metro cost estimating tools at the time of the application. Since the award, we have completed traffic signal warrant analysis and completed our own signed Engineer's Estimates for project elements. This work has clarified the scope but also underscored that the project is overbudget and scope elements will need to be prioritized. PBOT proposes to move forward with the installation of new traffic signals at 16th/Irving (serving the freeway ramp entrance), SE Ankeny/11th, and at SE Washington/Grand. Signals will be modified to allow protected left turns from Stark to Grand. These projects were prioritized based on the intent of the Metro funds and the priorities of freight stakeholders in the Central Eastside. They are identified in the map on the following page.

For the remaining scope elements. PBOT proposes to refer the crossings of SE MLK and Grand at Salmon to the Central City in Motion program. The Bureau will continue to pursue funding for these signals. PBOT further recommends further traffic analysis for the Hawthorne Bridge ramp and SE Clay and Grand and SE Mill and MLK protected lefts. We are pleased to report the proposed signal at SE Ankeny and MLK is being constructed by an adjacent development, so can be struck from this scope. We have determined that that the signal at SE Washington and MLK is not needed for freight circulation and will not pursue it further. Finally, when PBOT originally proposed local match it included ~\$800k for reconstructing SE Clay St from PBOT's Heavy Vehicle Use Tax (HVUT). This use of HVUT funds was not supported by the Portland Freight Committee, and so we are not moving forward with SE Clay reconstruction and have reduced our local match accordingly.

I appreciate Metro's consideration of these scope changes and look forward to designing and delivering this project.

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Metro

600 NE Grand Ave.
Portland, OR 97232-2736

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**ATTACHMENT 1
FUND APPLICATION
TO FOLLOW**