

EXHIBIT A

CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Portland, acting by and through its city officials, hereinafter referred to as "City," and Basmaciyandarnell, Inc., a corporation authorized to conduct business in the State of Oregon, acting by and through its Corporate Officers, hereinafter referred to as "consultant."

W I T N E S S E T H

RECITALS

1. City plans and proposes to conduct studies on the Industrial Transportation Grant.

2. City does not have sufficient qualified personnel to perform the required work within a reasonable time and deems it advisable and desirable to engage the professional services and assistance of a qualified consulting firm to perform the necessary studies.

3. Consultant has represented, and by entering into this agreement now represents, that all personnel assigned to the work required under this agreement are fully qualified to perform the work to which they will be assigned in a competent and professional manner.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

I

OBJECTIVES

The objective of this study is to evaluate the feasibility and impact of an Eastside Transit Transfer Center located on the Banfield Light Rail Transit Corridor in the vicinity of the Memorial Coliseum. The study will provide alternative transit center designs that improve the transit accessibility to the City of Portland's six major industrial centers:

1. Albina Industrial Area
2. Brooklyn Industrial Area

3. Central Eastside Industrial Area
4. Northwest Industrial Area
5. Rivergate Industrial Area
6. Swan Island Industrial Area

II

SCOPE OF WORK

The consultant will begin work as authorized by the Bureau of Planning on or about April 18, 1980. The study will consider the engineering feasibility, operational feasibility, design, layout, and cost estimates of the facility. Final products, fees, schedule and documents to be finished by the consultant are specified as follows:

Phase 1: The consultant will define the function of the Eastside Transit Transfer Center and what its role will be within the context of the total public transportation system. Specific work elements include:

1. a. Brief review of previous and current work pertaining to travel to and from the six industrial areas; all of this information will be provided to the consultant via the City's on-going Travel Behavior Profile.
1. b. Review Tri-Met's light rail base case alignment and station design for the Coliseum Station area.
1. c. Review and evaluate Tri-Met's existing routes and services including Route 70 (to be implemented in June 1980).
1. d. Review Tri-Met's five-year Major Service Improvements Plan (MSIP). Changes between existing routes and the MSIP services will be noted, emphasizing those differences which affect service to and from the six industrial areas and their impact on the Transit Transfer Center.
1. e. Investigate opportunities for supplemental transit services (i.e., shuttle, peak period only, or para-transit systems) to and from the six industrial areas.

1. f. The consultant will meet with the City and provide a preliminary report to the City summarizing work completed in the first phase.

Completion Date Phase 1: May 7, 1980

Phase 2: The consultant will relate the function of the Eastside Center to its physical setting, and establish its size and overall dimensions. Specific work elements include:

2. a. Prepare sketches at appropriate scale depicting the location of the facility in relation to the:
 - o Street system
 - o Coliseum
 - o LRT alignment
 - o Steel Bridge ramps
 - o Coliseum LRT station
 - o Other major features in the area, as defined by the consultant.
2. b. Prepare sketches depicting the internal layout and functional areas of the Center:
 - o Bus bays
 - o Passenger loading platform(s)
 - o Passenger amenities
 - o Areas for vehicle loading/unloading of handicapped persons
 - o Pedestrian circulation patterns
 - o Vanpool operations
 - o Other major features as defined by the consultant.
2. c. Investigate and present in schematic form alternative configurations of the facility.

Completion Date Phase 2: June 9, 1980.

Phase 3: The consultant will conduct a detailed analysis on the feasibility of the Eastside Transit Transfer Center. Specific work tasks include:

3. a. Consideration of transit operation feasibility:
 - o Ease of bus circulation to, from and within the facility
 - o Adequacy of space for loading and unloading of passengers and the layout of buses
 - o Compatibility with existing route structure and with route structure contained in MSIP
 - o Relationship to LRT station
 - o Relationship to major travel origin/destination points in immediate vicinity
 - o Pedestrian circulation to, from and within the facility
3. b. Consideration of traffic circulation:
 - o Existing and projected traffic volume on streets in the vicinity
 - o Traffic patterns as they relate to the facility
 - o Access to and from the Steel Bridge
 - o Impact on Center operations at times of ingress and egress to and from major events at the Memorial coliseum
3. c. Consideration of engineering feasibility:
 - o Drainage
 - o Utility relocation
 - o Others if applicable, as defined by the consultant.
3. d. The consultant will meet with the City and provide five copies of a preliminary report describing the feasibility analysis and setting forth a clear set of conclusions. The report will summarize work completed to date.

Completion Date Phase 3: June 22, 1980.

Phase 4: The consultant will prepare cost estimates for the Eastside Transit Transfer Center. Specific work tasks include:

4. a. Capital costs, which include:
 - o Land acquisition
 - o Construction of facility
 - o Modification of Steel Bridge ramps
 - o Off-site street and intersection improvements to accommodate buses
 - o Additional traffic controls to facilitate bus circulation
 - o Other items as defined by the consultant
4. b. Operating cost:
 - o Transit Center operations
 - o Vanpool Shuttle costs
 - o Other items as defined by the consultant
4. c. The consultant must summarize and present these findings to the City in an informal meeting and in the form of technical memoranda.

Completion Date Phase 4: July 9, 1980.

Phase 5: The consultant will revise the draft report as deemed necessary by the City and complete the final report. The final report will document the entire study process and all analysis and conclusions. It will present recommendations for a course of action for the City to follow. Specific elements the consultant must address are:

5. a. Benefits and constraints to the City associated with the Center.
5. b. The impact of the Center on each related component of the transportation system, and an overall conclusion on the impact on the total system.
5. c. Comparison of Center alternatives to the Tri-Met base case LRT alignment and Coliseum Station design.
5. d. General framework for financing the Center, including identification of possible funding sources.

The consultant will deliver to the City 10 copies of the final report along with one black and white print-ready copy. One large color display graphic depicting the external and internal center design will also be submitted.

The consultant will provide all camera-ready artwork necessary for the printing of the final report, to be delivered to the City by July 18, 1980, at which time the artwork will become the property of the City which will be solely responsible for the printing and binding of the document(s). At the time of delivery the consultant may recommend paper stocks, ink colors and processes to be employed in the printing and binding of the document. However, it is understood that the City reserves the right to produce the document(s) in any manner which it determines to be expedient and proper.

The format of documents prepared for the City shall be in accordance with the following guidelines:

1. The size of the document shall be limited to 8.5" x 11".
2. All artwork shall be camera-ready "line" art prepared for or adaptable to one-color printing.
3. All artwork shall be prepared to facilitate two-staple binding.
4. Screen tints shall have a maximum of 85 lines per inch.
5. Any nonconformance with the above format, including the addition of continuous-tone originals, fold-outs, or additional ink colors which might be a necessary aid in communication, shall be negotiated separately with the City in advance of producing the artwork.
6. Information on the cover and title page of the document(s) will include the title and the phrase "Prepared for the City of Portland Bureau of Planning by" followed by the name of the consultant and the date on which the document is projected to be released. The title page will additionally include the seal of the City of Portland, Oregon.

It is further understood that documents which follow the format guidelines will usually require one week to

print, based on an average 200-page document requiring 300 copies. Time delays resulting from a format which does not conform to the guidelines will be estimated at the time of negotiation (sub-item 5).

Completion Date Phase 5: July 18, 1980.

In addition to the specific work tasks outlined above, the consultant agrees to make no more than two presentations outlining their work at a later date. These presentations would be conducted by the City and would be for the benefit of the Federal Economic Development Administration.

The consultant agrees to bill the Bureau of Planning for fees incurred for this Eastside Transit Transfer Center Study on a monthly basis. Each bill should show a breakdown of time, materials, and other direct costs. Total billing is not to exceed \$20,000.

The parties to this agreement agree that Basmaciyán-Darnell, Inc. is providing professional services to the City of Portland as an independent contractor and is not an employee of the City, and is therefore not entitled to the benefits provided by the City to its employees, including, but not limited to, group health insurance, pension plans, or use of City-owned vehicles. The consultant may practice their profession for others during those periods when not performing work under this agreement.

Herman Basmaciyán
Basmaciyán-Darnell, Inc.

Frank Frost, Acting Director
Bureau of Planning

Connie McCready, Mayor
City of Portland

George Yerkovich, Auditor

BUC# 51449002
Project 3619

ORDINANCE No. 149484

An Ordinance authorizing an agreement between the City of Portland and Basmaciyen-Darnell, Inc. in the amount of \$20,000, to provide professional consulting services, including an evaluation of the feasibility and impact of an Eastside Transit Transfer Center located in the vicinity of the Memorial Coliseum, retroactive to April 18, 1980, authorizing the drawing and delivery of warrants, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. By Ordinance No. 147932, adopted June 20, 1979, the Council expressed its support of a grant application to the Federal Economic Development Administration for the Industrial Transportation Grant.
2. The Federal Economic Development Administration awarded the City a \$150,000 grant in September, 1979.
3. By Ordinance No. 148625, adopted October 17, 1979, the Council accepted the \$150,000 grant and amended the 1979-80 budget.
4. The Bureau of Planning Budget 1979-80 currently has sufficient funds for this agreement.
5. The firm of Basmaciyen-Darnell, Inc. has submitted an acceptable proposal to accomplish the work within the allotted time.

NOW, THEREFORE, the Council directs:

- a. That the Mayor is authorized to execute, on behalf of the City, an agreement similar in form to the agreement attached to the original of this Ordinance, as Exhibit A and by this reference made a part hereof, and retroactive to April 18, 1980.
- b. The Mayor and the Auditor are hereby authorized to draw and deliver warrants chargeable to the Bureau of Planning in the amount of \$20,000 by July 18, 1980, payable to Basmaciyen-Darnell, Inc.


Section 2. The Council declares that an emergency exists in order that there be no undue delay in proceeding with the study; therefore, this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **APR 23 1980**

Mayor Connie McCready
Lee Hames/db
April 16, 1980


Mayor of the City of Portland

Attest:


Auditor of the City of Portland

Calendar No. 1406

ORDINANCE No. 149484

Title

An Ordinance authorizing an agreement between the City of Portland and Basmaciyah-Darnell, Inc. in the amount of \$20,000, to provide professional consulting services, including an evaluation of the feasibility and impact of an Eastside Transit Transfer Center located in the vicinity of the Memorial Coliseum, retroactive to April 18, 1980, authorizing the drawing and delivery of warrants, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie		
Jordan		
Lindberg		
Schwab		
McCready		

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
<i>Mayor McCready</i>

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration <i>CM</i>
Safety
Utilities
Works

BUREAU APPROVAL
Bureau: Planning Bureau
Prepared By: Lee Hames Date: April 16, 1980
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>Sandra L. Roberts</i> <i>Frank Frost, Acting Director</i>

NOTED BY
City Attorney
City Auditor
City Engineer <i>[Signature]</i>

Filed APR 18 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *George Yerkovich*
Deputy