

# **SPECIAL TRANSPORTATION PLANNING STUDY AGREEMENT**

**Between**

**The CITY OF PORTLAND**

**And**

**The STATE OF WASHINGTON**

**Department of Transportation**

**GCB #####**

This Agreement, made and entered into between the State of Washington, Department of Transportation, hereinafter called "WSDOT", and The City of Portland, hereinafter called the "Planning Agency;" hereinafter referred to individually as the "Party" and collectively as the "Parties."

## **RECITALS**

1. WSDOT and ODOT have entered into a partnership for the I-5 Bridge Replacement Program, hereinafter called the "Program". The WSDOT/ODOT partnership is detailed in the executed *Funding and Administration Agreement for initial Project management, Organization and Staffing, Environmental Analysis, and Preliminary Engineering*, hereinafter called the "Interstate Agreement," ODOT Misc. Contracts and Agreements No. 34096 and WSDOT Agreement No. GCB 3342, which includes a requirement that equal funding be provided by WSDOT and ODOT for Program expenditures; and
2. The Interstate Agreement defines a leadership TEAM that consists of the Program Administrator and at least one designated employee from WSDOT and ODOT that together manage the Program as a bi-state team making decisions following federally accepted laws and procedures along with individual state laws for contracting, and the engineering consultant, contracted by WSDOT, agreement number Y-12435, functionally reports to the TEAM; and
3. The leadership TEAM, in consultation with the Planning Agency, recognize the need for the transportation planning project contemplated by this Agreement, which is briefly described as the Planning Agency's staff-level collaboration with the leadership TEAM in the areas of Program alternatives analysis, transportation planning, transit planning/engineering, financial structures, Program community messaging, and environmental documentation (Project); and
4. The leadership TEAM has determined that the Project is necessary to implement the Program; and
5. It is deemed in the best interest of WSDOT and ODOT to equally participate in funding the Project as the Project work is for the mutual benefit of local and state roadway planning in the area of the Project; and
6. WSDOT and the Planning Agency now wish to define responsibility for preparation of the transportation planning project contemplated by this Agreement.

Now Therefore, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, covenants, conditions, and performances contained herein, and the attached Exhibit A and Exhibit B, that are incorporated herein by this reference,

IT IS MUTUALLY AGREED AS FOLLOWS:

### **TERMS OF AGREEMENT**

#### **1. SCOPE OF WORK**

- 1.1** The Planning Agency shall undertake the Project described above, which shall include the tasks and cost estimates set forth in Exhibit "A," annexed hereto and made a part hereof. This agreement is between the Planning Agency and WSDOT, with management of the Project performed by the leadership TEAM pursuant to terms of the Interstate Agreement.
- 1.2** Prior to execution of this Agreement, WSDOT issued a Limited Notice to Proceed (LNTP) to the Planning Agency, authorizing the Planning Agency to begin some of the early design activities outlined in Exhibit "A". Any work done by the Planning Agency pursuant to the LNTP is included as part of the overall work under this Agreement.

#### **2. SCHEDULE**

- 2.1** The Project period shall commence upon execution of this Agreement and shall expire on December 31, 2025.
- 2.2** The LNTP covers activities performed by the Planning Agency beginning January 1, 2021 up until execution of this Agreement.

#### **3. PAYMENT**

- 3.1** WSDOT agrees to reimburse the Planning Agency's actual direct and related indirect costs of the Project. The maximum amount that WSDOT shall reimburse the Planning Agency shall not exceed the "Total Amount Authorized", as indicated in Exhibit A. Payment by task shall be made as set forth in Exhibit "A." All costs must be consistent with the Federal cost principles contained in 2 CFR, Part 225.
- 3.2** The work activities covered under the LNTP will be reimbursed up to \$600,000. Billing for work described in the LNTP shall occur upon execution of this Agreement.
- 3.3** The Planning Agency shall submit to WSDOT requests for funds as they are expended on the project, but not to exceed one such request every month. Such requests for reimbursement shall document the amount of funds that have been expended during the period for the total project, as well as for the current billing period. WSDOT shall review and approve each request for payment in an expeditious manner and shall make payment within 30 days after approval of the payment request.

#### **4. REPORTS**

- 4.1** The Planning Agency shall prepare and present to WSDOT a progress report to accompany each invoice. The report(s) must include a summary of work progress during the period of each invoice, costs incurred in accordance with the approved scope of work and budget, and progress to date, including any problems or work delays. WSDOT may delay reimbursement of billings if the requested report(s) is not submitted with each invoice.

#### **5. MODIFICATIONS**

- 5.1** Either party to this Agreement may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by all authorized representatives of both of the parties hereto.

#### **6. AUDITS, INSPECTION, AND RETENTION OF RECORDS**

- 6.1** All project records in support of all costs incurred and actual expenditures kept by the Planning Agency are to be maintained in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U.S. Department of Transportation, and WSDOT.
- 6.2** WSDOT, ODOT, the Oregon Secretary of State's Office, the Federal Highway Administration, Federal Transit Administration, the Comptroller General of the United States, and their duly authorized representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the Planning Agency's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this Agreement. All documents, papers accounting records, and other material pertaining to costs incurred in connection with the project shall be retained by the Planning Agency for six years after WSDOT's written notice that the project is complete and the Agreement is terminated. Copies thereof shall be furnished if requested.
- 6.3** In accordance with 2 CFR Part 200 regulations, the Planning Agency is required to arrange for audit of funds expended.

#### **7. TERMINATION**

- 7.1** If it is considered in the best interest of WSDOT, WSDOT may terminate this Agreement upon giving ten (10) days notice in writing to the Planning Agency. If this Agreement is so terminated prior to fulfillment of the terms stated herein, the Planning Agency shall be reimbursed only for actual expenses and noncancelable obligations, both direct and

indirect, incurred to the date of termination, in accordance with Section 3, Payment, above.

## **8. LEGAL RELATIONS**

- 8.1** The Planning Agency, and its contractors, consultants, subconsultants and sub-contractors, shall comply with all Federal, State and Local Laws and Ordinances applicable to the work to be done under this Agreement.
- 8.2** Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.
- 8.3** To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the Planning Agency and its successors and assigns shall protect, save, defend, indemnify, and hold WSDOT and its elected officials, officers, agents and employees and the State of Oregon, the Oregon Transportation Commission and its members, the Oregon Department of Transportation (ODOT) and its elected officials, officers, agents, and employees harmless from and against all claims, actions, costs, damages (both to persons and/or/property), or expenses, demands, or suits at law or equity of any nature whatsoever by reason of the acts or omissions, or from the negligence of, or the breach of any obligation under this Agreement by, the Planning Agency or the Planning Agency's agents, invitees, officers, employees, consultants, subconsultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency may be legally liable related to its work in connection with the Project and this Agreement; provided that nothing herein shall require the Planning Agency to defend or indemnify WSDOT, the State of Oregon, the Oregon Transportation Commission and its members, ODOT and their respective elected officials, officers, agents, and employees from all claims, demands or suits based solely upon the negligence of, or breach of any obligation under this Agreement by the party seeking defense and indemnification, or their respective elected officials, agents, officers, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the party seeking defense and indemnification may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Planning Agency or the Planning Agency's elected officials, agents, invitees, officers, employees, consultants, subconsultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency is legally liable, and (b) the party seeking defense and indemnification, its agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the party seeking defense and/or indemnity may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the Planning Agency's negligence or the negligence of the Planning Agency's elected officials, agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency may be legally liable. This provision shall be included in any Agreement between Planning Agency and any sub-

consultant, subcontractor and vendor, of any tier. Planning Agency shall also agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing work in connection with the Program.

- 8.4** The Parties agree that each of their obligations under this Defense and Indemnity Provision extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while performing work arising out of this AGREEMENT, for any purpose. For this purpose, each Party, by MUTUAL NEGOTIATION, hereby waives with respect to each other only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.
- 8.5** The Planning Agency shall also defend, indemnify, and hold harmless WSDOT and ODOT and their elected officials, officers, agents and employees from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Planning Agency or the Planning Agency's agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to WSDOT or ODOT, their elected officials, officers, agents and employees pursuant to the Agreement; provided that this defense and indemnity obligation shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from WSDOT's or ODOT's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to WSDOT and ODOT, their agents, officers and employees by the Planning Agency, its agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency may be legally liable.
- 8.6** The Washington Attorney General and the Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, either the State of Washington or the State of Oregon or its officers, members, employees and agents prior to such action or representation. Either the State of Washington or the State of Oregon, acting by and through their Attorney Generals, may assume its own defense, including that of its officers, employees and agents, at any time when in either state's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending or able to defend the interests of that state, its officers, members, employees and/or agents; (iii) important governmental interests are at stake; or (iv) the best interests of that state are served thereby; and, Planning Agency's obligation to pay for all costs and expenses shall include those incurred by either the State of Washington or the State of Oregon in assuming its own defense or that of its officers, members, employees, or

agents under (i) and (ii) above.

- 8.7** WSDOT and Planning Agency agree and intend that ODOT is a Third Party beneficiary to this Agreement. WSDOT and Planning Agency are the only parties to this Agreement and, with the exception of ODOT as a Third Party beneficiary, are the only parties entitled to enforce its provisions. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to any other third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the provisions of this Agreement.
- 8.8** The defense, indemnification and WAIVER provisions contained in this Section 8 shall survive the termination or expiration of this Agreement.
- 8.9** The Planning Agency shall obtain and keep in force during the term of this Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW as follows:
- a. Worker's compensation and employer's liability insurance as required by the STATE OF WASHINGTON.
  - b. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate for each policy period.
  - c. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.
- 8.10** Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, WSDOT, ODOT, their Transportation Commissions and members, their officers, employees, and agents will be named on policies issued for the Program of Planning Agency and any sub-consultant and/or subcontractor as an endorsed additional insured (the "AIs") with respects to ongoing operations and completed operations. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The Planning Agency's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The Planning Agency shall furnish WSDOT with verification of insurance and endorsements required by this Agreement.
- 8.11** All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The Planning Agency shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this Agreement to:

Manager, Contract Services Office  
Washington State Department of Transportation  
PO BOX 47408  
Olympia, WA 98504-7408  
Email: [wsdotcso@wsdot.wa.gov](mailto:wsdotcso@wsdot.wa.gov)

- 8.12** No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to WSDOT's Contract Services Office.

## **9. SUBCONTRACTING**

- 9.1** The services of the Planning Agency are to be directed by the Project Manager identified under Section 17. The Planning Agency shall not assign, sublet, or transfer any of the work provided for under this Agreement without prior written approval from WSDOT. WSDOT shall review and approve the Planning Agency's consultant agreement prior to execution. The Planning Agency, and its consultants, subconsultants, contractors and sub-contractors, shall comply with all Federal and State laws and regulations governing the selection and employment of consultants. WSDOT reserves the right to appoint a representative to serve on any consultant selection committee. Subcontracts greater than \$10,000 must contain all the required provisions of this contract.

## **10. TRAVEL**

- 10.1** Any out-of-state travel from which Planning Agency seeks reimbursement (exclusive of travel between Washington and Oregon) must have prior written approval of WSDOT to be eligible for reimbursement. Current WSDOT travel regulations and rates shall apply to all in-state and out-of-state travel for which reimbursement is claimed during the term of this Agreement.

## **11. LIABILITY**

- 11.1** No liability shall attach to WSDOT, ODOT or the Planning Agency by reason of entering into this Agreement except as expressly provided herein.

## **12. INDEPENDENT CONTRACTOR**

- 12.1** The Planning Agency shall be deemed an independent contractor for all purposes and the employees of the Planning Agency or any of its contractors, subcontractors, and the employees thereof, shall not in any manner be deemed to be employees of WSDOT or ODOT.

## **13. EQUAL EMPLOYMENT OPPORTUNITY**

- 13.1** The Planning Agency agrees to abide by all State and Federal regulations with respect to employment. This includes, but is not limited to, equal opportunity employment, nondiscrimination assurances, project record keeping, audits, inspection, and retention of

records and will adhere to all of the nondiscrimination provisions set forth in Exhibit "B" attached hereto.

#### **14. SEVERABILITY**

- 14.1** If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this Agreement.

#### **15. EQUIPMENT**

- 15.1** All equipment to be purchased under this Agreement shall be listed in the Scope of Work. All equipment must be purchased, managed, and disposed of in accordance with 2 CFR, Part 200.

#### **16. MERGER**

- 16.1** This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by all Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of any party or intended beneficiary to enforce any provision of this Agreement shall not constitute a waiver by any party or intended beneficiary of that or any other provision.

#### **17. NOTICE**

- 17.1** This Agreement identifies the following individuals as the primary contact person for each organization.

**WSDOT:**

Frank Green

Assistant Program Administrator, Interstate Bridge Replacement Program

11018 NE 51<sup>st</sup> Circle

Vancouver, WA 98682

frank.green@interstatebridge.org

360-905-1562

**The City of Portland:**

Caitlin Reff

Project Manager, Major Projects & Partnerships

1120 SW 5<sup>th</sup> Avenue, Suite 800



Portland, OR 97204  
[Caitlin.reff@portlandoregon.gov](mailto:Caitlin.reff@portlandoregon.gov)  
503-823-6951

IN WITNESS WHEREOF, the PARTIES hereby execute this Agreement as of the day and year last written below.

**PLANNING AGENCY**

\_\_\_\_\_  
Commissioner of \_\_\_\_\_

\_\_\_\_\_  
Date

**WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT)**

\_\_\_\_\_  
Frank Green, Assistant Program Administrator

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
WSDOT Assistant Attorney General

\_\_\_\_\_  
Date

# CITY OF PORTLAND IGA EXHIBIT A- SCOPE

## ROLES AND RESPONSIBILITIES

City of Portland (COP) will provide staff to collaborate on and assist in key tasks for the Interstate Bridge Replacement (IBR) program (Program). This scope of work covers the time period from January 1, 2021, until December 31, 2022 with individual tasks following independent timelines. This Agreement (IGA) will provide a starting point for future phases of Program work that better define services related to the NEPA pathway, planning, preliminary engineering, design, construction, and close-out and will be amended at each phase of the work as needed

COP staff will provide high-quality, on-time contributions and requested deliverables to contribute to a program that is on schedule and provides for a buildable project.

The Program is jointly administered by the Oregon and Washington Departments of Transportation . The COP, will support the Program as a partner in completing work on the purpose and need, vision and values, range of alternatives, and scope for the Program. Primary tasks are:

- Update past planning and engineering work
- Develop design options for analysis
- Conduct analysis and screen options to define solution
- Re-evaluate proposed solution for the Program
- Conduct supplemental environmental analysis
- Start preliminary engineering

## WORK ELEMENTS FOR WHICH CITY OF PORTLAND WILL BE COMPENSATED

The tasks included in this section align with the work breakdown structure enacted by ODOT and WSDOT for the program. These tasks will occur over three main phases of work with a development goal of a single alternative to move through the NEPA process, as highlighted below:

- Program Framework (February 1, 2021 to May 1, 2021)
- Options Development and Screening (May 1, 2021 to April 2022)
- NEPA Re-evaluation (March 2022 - ongoing) – based on feedback from FHWA/FTA that determines the level of re-evaluation required given the selected project option, this action could range from minor review of EIS work performed for the CRC project, supplemental EIS, or new EIS. City staff support for each of these actions will vary in terms of breadth of involvement and will need to be clearly scoped based on a program-supplied work program prior to initiation.

The dates included above are target durations for estimating purposes and may adjust as the Program progresses.

The City of Portland will contribute staff time for Equity Advisory Group (EAG) participation and the sharing of information and data relative to the City's definition of equity with the program team. This work is anticipated to span all phases of work; future agreements will include more specific language regarding program-specific and community-based equity commitments.

The City of Portland will contribute staff time in developing and/or reviewing climate related elements of the project and sharing information related to City specific climate plans. This work is anticipated to span all phases of work; future agreements will include more specific language regarding program-specific climate commitments.

The table below maps what tasks the city will provide support for the program during each of the aforementioned phases. This IGA will be amended to clarify roles and responsibilities for the City's support of program phases that extend beyond the terms of this agreement.

Task	Program Phase		
	A - Program Framework	B - Options Dev. & Screening	C - NEPA Re-evaluation
1 Project Administration	•	•	•
2 Project Controls			
3 Financial Structures			
4 Communications	•	•	•
5 Transportation Planning		•	•
6 Environmental		•	•
7 Transit Planning / Engineering		•	•
8 Design Engineering		•	•

## 1. PROJECT ADMINISTRATION

COP will assign a single point of contact for project coordination, called the COP IBR Lead. Communication may occur with any City staff as needed, especially with regular routine work or with immediate deadline tasks, but should generally be coordinated through the COP IBR Lead. COP IBR Lead will also be responsible for coordinating COP staff to develop task support and deliverables on time and to communicate to IBR staff about issues that may affect schedule, budget, or quality of work. COP IBR Lead will compile COP comments for individual tasks and work efforts when reviews are required simultaneously from multiple sources within the City.

COP staff will prepare for and participate in project-related team meetings consistently during the project, including weekly 2-hour Staff Level Group meetings, monthly Executive Steering Group meetings, bi-weekly Community Advisory Group meetings, and Equity Advisory Group meetings. COP staff will regularly brief COP elected officials and leadership in preparation for Executive Steering Group meetings. COP will participate in Program teams and Program Working Groups as appropriate. Work under this task will include support for Program efforts including any needed support of expert review panels and intergovernmental relations.

The Portland Bureau of Transportation (PBOT) serves as the City's lead on the Program, with other City bureaus, including but not limited to: Bureau of Environmental Services (BES), Bureau of Development Services (BDS), Bureau of Planning & Sustainability (BPS), Portland Water Bureau (PWB), and Portland Parks and Recreation (PP&R) contributing professional expertise.

### Staff:

- COP Task Manager(s)

### Assumptions:

- Task duration will be from January 1st, 2021 thru December 31st, 2022
- Meeting attendance of an estimated 2 City task manager for the following meetings:
  - Staff Level Group –assume 52 weekly meetings
  - Executive Steering Group – assume 12 meetings
  - Equity Advisory Group – Assume 12 meetings
  - SLG Work Sessions –assume 15 with technical staff covered in other sections of this scope

- Program Listening Sessions – assumed 8 with technical staff covered in other sections of this scope

#### Deliverables:

- Oversee City staffing plan development and work with City Bureau leads in monitoring, tracking, and billing. Billing by invoice submitted to WSDOT no more than monthly and no less than quarterly, with the goal of submitting monthly or bi-monthly. Invoice will include brief description of work performed per outline to be provided by the IBR team.
- Committee attendance and meeting materials as needed; consolidated comments on documents and memos.
- Briefing of City executive(s) for program related elements, including prior to Executive Steering Group Meetings
- Assist program team in providing project briefings to City Council and Commissioners (e.g., Design Commission, Historic Landmarks Commission, and Planning and Sustainability Commission as required).

## **2. PROJECT CONTROLS**

No scope assumed.

## **3. FINANCIAL STRUCTURES**

No scope assumed.

## **4. COMMUNICATIONS**

Program staff will lead all community relations functions and keep the COP IBR Lead and PBOT's Public Information Office (PIO) apprised of activities directly associated with COP. Program staff will strive to work as early as possible in planning media involvement directly associated with COP, and

will coordinate with COP's IBR Lead and PIO. The Program staff will lead community, business, and property owner outreach. COP communications staff will coordinate with Program communications staff to align on program communications, including attending up to six communications coordination meetings per year to align on program activities and milestone communications. COP staff will provide support and staffing for public meetings and public outreach activities as applicable, including meetings with neighborhoods, property owners, and interest groups as needed and appropriate. COP staff will lead communications efforts with City Commission and committees. City of Portland staff will share as appropriate IBR program communications through existing communications channels.

Staff:

- COP Task Manager(s)
- COP Communications staff

Assumptions:

- Task duration will be from January 1st, 2021 thru December 31st, 2022
- 6 communication meetings
- It is assumed that some outreach and communications activities related specifically to transportation planning, transit planning and engineering, roadway design and engineering, and environmental issues will be included in other sections of this scope.

Deliverables:

- Development and review of program communications
- Development, review, and approval of Program communications directly related to the COP

## 5. TRANSPORTATION PLANNING

- a. COP staff will participate in the development of the Program methods and assumptions document including study area, study intersections, guiding regulations, time periods and years analyzed, traffic data needs, assessment methods, methodology for post-processing travel demand data, traffic operations, and safety analysis.
- b. COP staff will coordinate with the Program team to provide existing available data (volumes and safety data) to support the traffic operations and safety analysis.

- c. COP staff will be involved in reviewing the performance of transportation operational models and will participate in providing comments to the Program team on revisions that may be required to address traffic operational issues to ensure the base case adequately reflects existing traffic operations.
- d. COP staff will participate in the development of the Program land use assumptions, future year project list, travel demand methodologies, and tolling assumptions for the Travel Demand Models used for the Program.
- e. COP staff will participate with the Travel Demand Model/Traffic Operations Coordination team to ensure that the travel demand model is developed based on commonly agreed upon land use and transportation system operational data for the existing background traffic, and for two peaks and one daily period. The IBR Travel Demand Model Coordination team will develop future year models as well.
- f. COP staff will assist in development and review of applicable transportation justice / disparity data collection and analysis.

Staff:

- COP staff will participate in the review, analysis and screening of the Project options to determine their compliance with the City's transportation and land use policy and technical requirements.
- As appropriate, PBOT will provide project management, modal coordination/design, transportation planning and traffic demand management and modeling assumption and design services.
- As appropriate, BPS will provide land use, urban design, public health, and environmental justice impacts and assumptions services.
- As appropriate, BDS will provide input on land use reviews and permitting related to the Portland Zoning Code (Title 22) administered by BDS.
- As appropriate, BES will provide input on natural resources and stormwater management regulation and permitting.

The specific work listed under Staff for COP staff and bureaus is provided as assumptions for budgeting purpose. The work tasks are described above are laid out in more general topics for the

scope of this IGA, which encompasses all of the specifics listed under the Staff section and closely related specific work.

Assumptions:

- Task duration will be from May 1st, 2021 thru April 30, 2022
- 10 Initial range of options
- 5 second screening options

Deliverables:

- a. Existing available data (volumes and safety data) to support the traffic operations and safety analysis
- b. Input, comments and feedback from review the performance of transportation operational models including input to traffic modeling with regard to the interface of the local road network
- c. Input, comments and feedback on the Program land use assumptions, future year project list, travel demand methodologies, and tolling assumptions
- d. Participation with the Travel Demand Model/Traffic Operations Coordination team

## 6. ENVIRONMENTAL

- a. City Task Manager will coordinate COP staff in the Program's environmental process to include review of and participation in Agency Coordination Group (ACG) meetings including assisting in the development and/or review of the following activities:
  1. Methods and Data Report
  2. Alternatives Screening Report
  3. Existing Conditions Report
  4. Re-evaluations
  5. Supplemental NEPA documents including discipline reports (COP work is not included in this IGA; it is assumed to be included in a future IGA)
  6. Permitting Plan



- b. COP staff will participate in the development of screening criteria, and measures of effectiveness for the Program's transportation analysis.

Staff:

- COP regulatory and permitting staff (Planning, Parks, Environmental Services, etc.) will participate in the review of preliminary environmental documents to determine their compliance with the City's transportation and land use policy and technical or environmental requirements.

Assumptions:

- Task duration will be from May 1st, 2021 thru April 30, 2022.
- Assume several screening criteria to be developed, reviewed and applied to the options developed under tasks 7 and 8.
- This task is scoped to cover the development and screening of design options developed under tasks 7 and 8. Additional environmental tasks will be scoped under future IGA amendments as the program transitions from the 'Options Development & Screening' phase into the 'NEPA Re-evaluation' phase.

Deliverables:

- a. Development and review of screening criteria, and measures of effectiveness for the Program's transportation analysis.
- b. Discipline report review and comment

## **7. TRANSIT PLANNING/ENGINEERING**

- a. PDOT staff will participate on the Modeling and Transit Working Groups in the development and review of:
  - 1. Transit travel markets
  - 2. Transit service plans, especially as applicable for access to City destinations
  - 3. Travel demand forecasting methodology and results evaluation

#### 4. Transit Baseline

- b. COP staff will participate on the Design Engineering Working Group in the development and review of the conceptual engineering of transit options, including participation at interdisciplinary design workshops.
- c. COP staff will participate on the Modeling and Transit Working Groups in the development and review of the initial screening and second screening of transit options.
- d. COP staff will participate on the Modeling and Transit Working Groups in the development and review of plans for transit capital facilities such as park-and-ride lots, express bus stops, major structures, etc.
- e. COP staff through the Transit Working Group will participate in the development of station area planning studies led by the Program team. These studies will include a land use and transportation opportunities/impacts assessment within 1 mile of potential station locations consistent with the level of analysis for initial and second level screening.
- f. COP staff will participate in the development and assessment of the initial range of multimodal options for the Program. COP staff will provide comments/feedback to the Program team to ensure that the project options respond to the City of Portland's and the community's concerns about the potential impacts and opportunities with each of the Project options.

#### Staff:

#### PBOT and BPS staff Assumptions:

- Task duration will be from May 1st, 2021 thru April 30, 2022
- 10 Initial range of options
- 5 second screening options

#### Deliverables:

- a. Development and review of Transit Planning including travel markets, demand forecasting methodology, service plans, and
- b. Contribution and development of design options for transit

## 8. DESIGN ENGINEERING

- a. City staff will participate with Program staff in the development, review and approval of project design criteria for potential future roadways under City jurisdiction.
- b. City staff will participate with Program staff in the development and review of project design options that will be advanced into screening.
- c. City staff will provide the Program team with information on natural resources and existing and planned storm water systems and provide review of natural resources and stormwater design criteria to be used for the project. Note the City has found the completeness and accuracy of this file information to be inadequate when used as the sole basis for design and construction purposes and recommends verification before incorporation into any final design. Any reliance on the data by the Program shall be at its own risk.
- d. City staff will provide the Program team with information on existing and planned City owned water and utility systems. The City will provide the Program team with any known private utilities that have been permitted in City public right-of-way. Note the City has found the completeness and accuracy of this file information to be inadequate when used as the sole basis for design and construction purposes and recommends verification before incorporation into any final design. Any reliance on the data by the Program shall be at its own risk.
- e. City staff will participate in the development and review of conceptual traffic management and construction staging concepts, particularly as these plans affect streets and intersections under City jurisdiction.
- f. City staff will participate in the development and review of conceptual urban design plans led by the Program team. COP staff and Program staff will coordinate work necessary reviews by COP Design Commission.
- g. City staff will review and provide input on the conceptual alternative plan development and screening applying local and regional knowledge to provide feedback on elements to include highway, fixed guideway and structures.
- h. City staff will provide input and review on conceptual cost estimates applying local and regional knowledge to provide feedback.
- i. COP staff will participate in the development and assessment of the initial range of multimodal options for the Program. COP staff will provide comments/feedback to the Program team to ensure that the project options respond to the COP's and the community's concerns about the potential impacts and opportunities with each of the Project options.

Staff:

- PBOT staff

Assumptions:

- Task duration will be from May 1st, 2021 thru April 30,, 2022
- 10 Initial range of options
- 5 second screening options

Deliverables:

- a. Input on design criteria
- b. Contribution and development of design options for roadway, stormwater, utility and traffic disciplines
- c. Contribution and review of preliminary urban design concepts
- d. Conceptual cost estimate review

**Exhibit A: Cost Estimate****Cost Estimate by Task**

<b>Task</b>	<b>Description</b>	<b>Cost</b>
1.0	Program Management	\$ 205,694
4.0	Communications	\$ 22,728
5.0	Transportation Planning	\$ 417,431
6.0	Environmental	\$ 360,123
7.0	Transit Planning/Engineering	\$ 192,997
8.0	Design Engineering	\$ 117,451
	Expenses	\$ 2,766
	Overhead	\$ 942,390
	Limited Notice to Proceed	\$ 600,000
	<b>Total Amount Authorized:</b>	<b>\$ 2,861,580</b>

**Cost Estimate by Bureau**

<b>Bureau</b>	<b>Framework, Options Development Preliminary Re- Evaluation</b>	<b>Draft SEIS</b>	<b>Preliminary &amp; Final Engineering</b>	<b>Construction</b>	<b>Close-Out</b>
PBOT	\$ 2,394,872				
BPS	\$ 87,622				
PWB	\$ 68,232				
BES	\$ 114,610				
BDS	\$ 123,152				
PPR	\$ 69,592				
Expenses	\$ 3,500				
Subtotal	\$ 2,861,580	\$ -	\$ -	\$ -	
<b>Total Amount Authorized</b>					<b>\$ 2,861,580</b>

**Exhibit B**  
**Title 6, Civil Rights Act of 1964**

During the performance of this Agreement, the Planning Agency, for itself, its sub-contractors, its assignees, and successors in interest, hereinafter referred to as the "Consultant," agree as follows:

1. **Compliance With Regulations:** The Consultant shall comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, hereinafter referred and made a part of this Agreement.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it after award and prior to completion of the Agreement work, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21, including employment practices when the contract covers a program set forth in Appendix A-11 of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by WSDOT, ODOT, the Oregon Secretary of State's Office, the Federal Highway Administration, Federal Transit Administration, the Comptroller General of the United States, and their duly authorized representatives to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to WSDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, WSDOT shall impose such Agreement sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding of payment to the Consultant under the Agreement until the

- consultant complies, and/or
  - b. Cancellation, termination, or suspension of the Agreement, in whole or in part.
- 6. **Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurements as WSDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request WSDOT to enter into such litigation to protect the interest of the United States.