

Misc. Contracts and Agreements
No. 25311

**AMENDMENT NUMBER 1
INTERGOVERNMENTAL AGREEMENT
CONCEPT PLAN
SW CAPITOL HIGHWAY: MULTNOMAH TO SW TAYLORS FERRY ROAD
City of Portland
Portland Urbanized Area Metropolitan Planning Organization**

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT"; the City of Portland acting by and through its City Council, hereinafter referred to as "Agency" and the Portland Urbanized Area Metropolitan Planning Organization, hereinafter referred to as "METRO", entered into an Agreement on June 24, 2009. Said Agreement was to enable METRO, through Agency, to refine the concept plan for SW Capitol Highway from Multnomah to SW Taylors Ferry Road.

It has now been determined by State, Agency and METRO that the Agreement referenced above shall be amended to add tasks and budget to the Scope of Work. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

Terms of Agreement, Paragraph 3 Page 2, which reads:

2. The Project shall be conducted as a part of the Federal-Aid Urban Surface Transportation Program (STP), Title 23, United States Code, CFDA No. 20.205. The total Project cost for refining the concept plan is estimated at \$333,200. Federal Urban STP funds for this Project shall be limited to \$298,980. Agency shall be responsible for all matching funds (\$34,220) and any non-participating costs.

Shall be deleted in its entirety and replaced with the following:

2. The Project shall be conducted as a part of the Federal-Aid Urban Surface Transportation Program (STP), Title 23, United States Code, CFDA No. 20.205. The total Project cost for refining the concept plan is estimated at \$382,000. Federal Urban STP funds for this Project shall be limited to \$342,769 Agency shall be responsible for all matching funds (\$39,231) and any non-participating costs.

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METRO Obligations, Paragraph 2, Page 4, which reads:

2. In consideration for the services performed as shown on Exhibit A, METRO agrees to authorize ODOT to make available on METRO's behalf, an amount not to exceed \$298,980 in METRO's Federal Urban STP funds. Agency shall be responsible for all matching funds and non-participating costs.

Shall be deleted in its entirety and replaced with the following:

2. In consideration for the services performed as shown on Exhibit A, METRO agrees to authorize ODOT to make available on METRO's behalf, an amount not to exceed \$342,769 in METRO's Federal Urban STP funds. Agency shall be responsible for all matching funds and non-participating costs.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

This Project is in the 2006-2009 Statewide Transportation Improvement Program that was approved by the Oregon Transportation Commission on August 17, 2005.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On April 12, 2004, the Director approved Subdelegation Order No. 10 in which the Director delegates authority to the Division Administrator, Transportation Development to approve and execute personal service contracts and agreements over \$75,000 for programs within the Transportation Development Division when the work is related to a project included in the STIP or in other system plans approved by the Oregon Transportation Commission or in a line item in the legislatively adopted biennial budget and;

To approve and execute all agreements, approved by the OTC, for Metropolitan Planning Organization agreements outside the Transportation Program Development limitation and acceptance of funds sent to ODOT, but not earmarked for Transportation Program Development.

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**PORTLAND URBANIZED AREA
METROPOLITAN PLANNING
ORGANIZATION**

By _____

Title _____

Date _____

By _____

Title _____

Date _____

Approved for Legal Sufficiency

By _____

Date _____

CITY OF PORTLAND

By _____
Commissioner

Date _____

By _____
Auditor

Date _____

Approved as to form:

By APPROVED AS TO FORM

Date 2/12/10
CITY ATTORNEY

STATE OF OREGON, by and through its
Department of Transportation

By _____

Division Administrator for the Transportation
Development Division

Date _____

Approval Recommended

By _____

Region Manager, Region 1

Date _____

Approved for Legal Sufficiency

By _____

Assistant Attorney General

Date _____

**REVISED EXHIBIT A
M. C. & A. No. 25,311**

**SW Capitol Highway Plan Refinement
(Multnomah to Taylors Ferry Road)
Key ID# 14440**

**Development Phase
Scope of Work**

Project Background:

1. In 1996, Portland City Council endorsed the recommendations of the Capitol Highway Plan ("the Plan") and directed the Office of Transportation to proceed with preliminary engineering and design for projects within the Plan as funding became available. Since 1996, improvements have been made along SW Capitol Highway, including in the Hillsdale Town Center segment. *A copy of the Plan is attached to this Agreement as Exhibit D.*
2. This project will add improvements to the Garden Home segment of the SW Capitol Highway corridor as it runs from the south end of the Multnomah viaduct to SW Taylors Ferry Road. The project does not include the existing Multnomah Village Bridge above SW Multnomah Boulevard.
3. A high level of public support for this project has been demonstrated through the development of the Plan and continuous advocacy by southwest residents and representatives for funding to construct improvements and improve safety.
4. This project is included in the City's Transportation System Plan (TSP) and eligible for City Transportation System Development Charge (TSDC) dollars, which is the likely means of providing the local match for future construction funding.

Project Purpose:

1. The purpose of the SW Capitol Highway project is to realize the transportation and land-use goals for southwest Portland by filling in a significant gap in the pedestrian and bicycle system. These improvements will support transit, pedestrian and bicycle travel and help reduce single occupancy vehicle trips.
2. Although Capitol Highway is designated as a District Collector, Transit Access Street, City Bikeway, City Walkway, Minor Truck Street, and Major Emergency Response Route with a Community Corridor design, the existing improvements consist of a 2-lane roadway on a 24' wide ribbon of asphalt. The corridor lacks sidewalks, bike lanes and stormwater treatment facilities, yet serves as the link between the Hillsdale Town Center, the West Portland Town Center area, SW Barbur Boulevard, and the Portland Community College Sylvania Campus.

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3. The Plan calls for two 11' travel lanes, two 5' bike lanes, and sidewalks on both sides of the street. Typically, the sidewalk corridor consists of a 6' walk and 6' planting area. Where steep slopes exist, the Plan calls for a 5' wide curb-tight sidewalk.
4. Existing challenges to improving the corridor include sparse funding, lack of stormwater facilities, and occasional steep slopes.

Project Objective: The objectives of this Project is to refine the Plan concept between Multnomah and SW Taylors Ferry Road based on actual topography, drainage and other site specific information, while engaging the public in discussion, potentially, selection, and endorsement of a final design concept. Refinement of the plan will concentrate on compliance with the current City of Portland Stormwater Management Manual.

Project Deliverables: Proposed final deliverables are as follows:

1. A development phase report in the form of a completed, signed Project Prospectus, as described in Task 11 below. The Project Prospectus form is attached to this Agreement as Exhibit E.
2. Development and facilitation of a successful stakeholder outreach process, as described in Task 11 below.
3. Scaled drawing(s) that graphically demonstrate a Final Refinement Plan, as described in Task 3 below.

Development Phase - Statement of Work

Task 1 – Public Engagement

Develop and implement a public engagement process that includes:

Citizen Advisory Committee Engagement (CAC) - Project shall convene a Citizen Advisory Committee and meet at key project milestones, to educate and receive project recommendations from the CAC.

Small Group Work Sessions – Project shall convene Small Group Work Sessions focused on resolving specific small geographic areas design issues relevant to adjacent stakeholders

Open Houses – Project shall convene open houses and/or design exercises designed to inform and receive input from the community at-large

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Consultant Deliverables:

- a. Preparing for, facilitating and attending CAC meetings
- b. Arrange logistics, preparing for, attending small group meetings
- c. Prepare for and attend open houses
- d. Produce small work group session and open house summaries

Agency Deliverables:

- a. Arrange logistics and Participate in CAC meetings
- b. Prepare CAC meeting summaries
- c. Participate in small group meetings
- d. Arrange logistics and participate in open houses

Anticipated Schedule: Duration of Project

Task 2 – Technical Advisory Committee (TAC)

Project shall form a multi-bureau Technical Advisory Committee (TAC) to review and make project recommendations, including recommendations on design alternatives and project phasing.

Consultant Deliverables:

- Prepare for and attend TAC meetings

Agency Deliverables:

- Participate in and prepare meeting summaries for TAC meetings

Anticipated Schedule: Duration of Project

Task 3 – Base Mapping / Plan Refinement

Agency shall provide a digital terrain model (DTM) in electronic format of the project corridor and an electronic base map in Microstation format which includes topography, existing utilities, property lines, and the proposed improvements from the 1996 Capital Highway Plan. Utilizing this information the following products are anticipated:

1996 Capitol Highway Plan: Opportunities and Constraints Map - a plan map of the proposed improvements from the 1996 Capitol Highway Plan that identifies Opportunities and Constraints to be addressed during the refinement design.

Alternative and Toolbox Development - prepare design tools and alternative drawings, maps or images to consider for resolving negative impact areas. All design tools and alternatives will be based on guidance received from the TAC and CAC and Small Group Work Sessions.

Refinement Plan: Plan view, images

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With input from TAC, CAC, and Open House prepare a draft and Final Refinement Plan with associated images, cross-sections, and plan enlargements.

Consultant Deliverables:

- a. Plan view showing proposed improvements based on the 1996 Capital Highway Plan along with identified opportunities and constraints.
- b. Conceptual Toolbox / Alternatives development graphics
- c. Draft Refinement Plan Scaled Drawing(s)
- d. Final Refinement Plan Scaled Drawing(s)

Agency Deliverables:

- a. A digital terrain model (DTM) in electronic format of the project corridor
- b. Electronic base map in Microstation format

Anticipated Schedule: months 2 - 9

Task 4 – Utility Coordination

Agency will make pre-design contacts with affected utilities to identify potential issues, relocations and cost responsibility. Agency shall request utility maps from all utilities. Agency shall identify those utility facilities likely to require relocation and identify cost responsibility, as well as cost estimate ranges for each type of utility relocation

Agency Deliverable:

- A memo identifying all existing utilities, likelihood of relocation requirement, relocation cost responsibility, and cost estimate ranges

Anticipated Schedule: months 1 - 3

Task 5 – Geotechnical Investigation

Consultant shall conduct a preliminary investigation into soil conditions to identify potential issues, if any. Consultant will produce a report identifying and recommending soil testing necessary to address slope stability and drainage questions impacting design. If deemed necessary, Agency shall obtain a level one environmental site assessment of the project area to identify areas of concern, and recommend underground testing, if any.

Consultant Deliverable:

- A memo identifying and recommending soil testing necessary to address slope stability and drainage questions impacting design

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Agency Deliverable:

- If deemed necessary, provide a Level One Environmental Site Assessment

Anticipated Schedule: months 3 - 10

Task 6 – Hydrology

Consultant shall delineate stormwater drainage basins within the project area, determine basin SWMM facilities requirements and collaborate with BES to assess the feasibility of locating stormwater management facilities within the right-of-way in each project area drainage basin. Consultant shall develop a concept plan showing feasible stormwater management, and recommended conveyance facility locations, flow patterns, and basin delineations within the project boundary. Consultant shall provide a technical memorandum of methodology, findings, and recommendations/considerations for future designs and studies.

Consultant Deliverable:

- a. Conceptual Stormwater Diagram based on the Final Refined Plan.
- b. Technical memorandum document describing the methodology, findings, and recommendations/considerations for future designs and studies.

Agency Deliverable:

- a. Plans, studies, and available data relevant to the project
- b. BES and PBOT collaboration with Consultant

Anticipated Schedule: months 3 - 10

Task 7 – Environmental Investigation

Provide an initial survey of homes along the project corridor to identify potential historic structures. Consultant shall provide a “windshield survey” of buildings along the project corridor, identifying those with potential significant historic value. Identify a recommended course of action during the design phase to address potential impact to fish species. Consultant shall meet with Agency and ODOT up to two (2) times and recommend whether to pursue a Letter of No Effect or other action during the design phase.

Consultant Deliverables:

- a. Provide a memo summarizing results of “windshield survey” of buildings and identifying future tasks, if any, needed for a successful Section 106 review
- b. Provide a memo identifying a recommended course of action to address potential impact to fish species.

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Anticipated Schedule: months 6 - 8

Task 8 – Identification of Potential Project Phases

Using the survey, technical investigations, the stormwater pre-design plan, and TAC recommendations, analyze the potential for designing and constructing the project in phases. Agency shall identify potential project phasing for design and construction of the project.

Agency Deliverables:

- Provide a list of ranked phasing alternatives based upon construction and cost efficiencies.

Anticipated Schedule: months 8 - 11

Task 9 – Cost Estimates and Funding Scenario(s)

Using the base map, cross-sections and results of investigations, Agency shall develop low confidence level cost estimates for design alternatives, including project phases. Agency shall develop project funding scenarios, identifying potential funding partnerships for improvement of the entire project length and for improvement of the project in phases.

Agency Deliverables:

- a. Agency shall provide cost estimates for the entire project, as well as for the project split into two (2) phases.
- b. Identify plausible funding sources

Anticipated Schedule: months 5-11

Task 10 – Right of Way

In preparation for the project design phase, identify potential acquisitions and their anticipated cost.

- a. Using the refined base map and cross-sections, Agency shall identify any potential partial acquisitions, including dedications, permanent and temporary easements.
- b. Upon selection of final design alternatives, Agency shall provide parcel maps of necessary acquisitions for use in a future right of way phase.
- c. Agency shall prepare low-confidence level cost estimates of acquisitions needed for project construction.

Agency Deliverables: Agency shall provide a spreadsheet list of potential acquisitions, listing site addresses and type(s) of acquisitions from each parcel: parcel maps, and right of way acquisition cost estimates.

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Anticipated Schedule: months 3 - 10

Task 11 –Project Prospectus and Design Memorandum
Completion of the Project Prospectus

1. Based on the results of the TAC and CAC recommendations and public input the consultant shall complete the Project Prospectus to move the Project into the Design Phase. The Agency shall provide direction to the Consultant on which project scenario to describe in the Project Prospectus and Consultant shall prepare the Project Prospectus for the Project's design phase and submit it to ODOT, Metro and Agency for review. Consultant shall revise the Project Prospectus based on review comments from Agency, ODOT and Metro, and provide final Project Prospectus to Agency. Agency shall submit design phase Project Prospectus to ODOT.
2. Consultant shall prepare ODOT's Project Prospectus Parts 1 and 2. Consultant shall also prepare ODOT's Part 3 environmental prospectus. Consultant shall answer the fourteen (14) subject area concerns of Part 3, and provide the Project classification. Consultant shall use the Region Environmental checklist Attachment to Part 3 and the Notes for filling out Part 3 Checklist. Consultant shall undertake each planning review, communication contact, database review, or literature review called for by the subject area in the Region Environmental checklist Attachment to Part 3 or in the Notes for filling out Part 3 Checklist.

Design Memorandum

The Consultant will develop a Design Memorandum that will include the following: background of the project, description of the public involvement process, results of the geotechnical, environmental, historical investigations, alternative development and selection rationale. Following the final Open House, the Consultant will develop the Final Design Memorandum updating the information presented and identifying the final design approach and presenting potential phasing for the project

Consultant Deliverables:

- Consultant shall provide a completed, signature ready Project Prospectus to Agency and Agency
- Draft(s) and Final Design Memorandum

Agency Deliverables:

- Identification of potential project phasing (Task 8)

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Assumptions:

- Agency will select preferred design approach with input from CAC, TAC and stakeholders.

Anticipated Schedule: months 10 - 11

Task 12 –Project Management / Development and Coordination Meetings

Project Management

1. Agency Project Manager is to act as central liaison between future Consultant team(s), public stakeholders, Agency staff, METRO and ODOT Project Management. Specific tasks are to include, but not be limited to:
 - a. Coordinate and prepare regular project invoices and supportive documentation as outlined in the Intergovernmental Agreement Section titled "Agency Obligations, Paragraph number 2.
 - b. Manage procurement of Personal Services Consultant as outlined in the Intergovernmental Agreement Section titled "Agency Obligations, Paragrph number 4.
 - c. Coordinate and track Agency deliverables with regard to scope, schedule and budget outlined in future Consultant Work-Order contracts
 - d. Will manage and track progress of future Consultant Work-orders, with regard to scope, schedule and budget.
2. Consultant manager is to act as team liaison between consultant team and Agency Project manager. Consulting Project Manager tasks will focus on coordination of Consultant teams progress related to work-order contract scope, schedule and budget. Additional tasks for Consultant manager may be outlined in future work-order contracts.

Project Team Meetings

Team meetings will be routinely held with the purpose of strategizing and receiving feedback on project tasks. .Agency and Consultant team member participation will vary based on meeting focus.

Consultant Deliverables:

- a. Microsoft Project Schedule updated monthly
- b. Monthly Invoices
- c. Final Project Documentation

Agency Deliverables:

- a. Coordinate all Intergovernmental Agreements with METRO / ODOT

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- b. Coordinate and act as liaison between consultant, all stakeholder and agencies.
- c. Participate in all Project Team Meetings
- d. Participate in a Kick-off Meeting
- e. Review, comment and approve all invoices and schedule
- f. Day to day Coordination with representatives from all stakeholder and other agencies not applicable to Consultants scope of work

Anticipated Schedule: Duration of Project

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SW Capitol Highway
Revised Refinement Plan Budget

<u>Scope of Work</u>	<u>Original IGA Budget</u>	<u>Amendment #1 Changes</u>	<u>Revised Budget</u>
<u>Task 1 - Public Engagement</u>	<u>\$16,878</u>	<u>\$3,472</u>	<u>\$20,350</u>
<u>Task 2 - TAC</u>	<u>\$43,208</u>	<u>-\$26,108</u>	<u>\$17,100</u>
<u>Task 3 - Base Map & Typical Sections</u>	<u>\$5,525</u>	<u>-\$1,625</u>	<u>\$3,900</u>
<u>Task 4 - Utility Coordination</u>	<u>\$3,498</u>	<u>\$702</u>	<u>\$4,200</u>
<u>Task 5 - Geotechnical</u>	<u>\$30,000</u>	<u>\$12,000</u>	<u>\$42,000</u>
<u>Task 6 - Hydraulic</u>	<u>\$30,000</u>	<u>-\$15,000</u>	<u>\$15,000</u>
<u>Task 7 - Environmental</u>	<u>\$327</u>	<u>\$173</u>	<u>\$500</u>
<u>Task 8 - Project Phasing</u>	<u>\$1,543</u>	<u>\$2,087</u>	<u>\$3,630</u>
<u>Task 9 - Cost Estimates & Funding</u>	<u>\$5,550</u>	<u>\$6,800</u>	<u>\$12,350</u>
<u>Task 10 - Right-of-Way</u>	<u>\$8,446</u>	<u>\$3,784</u>	<u>\$12,230</u>
<u>Task 11 - Project Prospectus</u>	<u>\$491</u>	<u>\$9</u>	<u>\$500</u>
<u>Task 12 - Project Management (ADD)</u>	<u>\$0</u>	<u>\$36,240</u>	<u>\$36,240</u>
<u>Subtotal</u>	<u>\$145,465</u>	<u>\$22,535</u>	<u>\$168,000</u>

<u>City Contingency</u>	<u>\$7,135</u>	<u>\$10,865</u>	<u>\$18,000</u>
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<u>City Total</u>	<u>\$152,600</u>	<u>\$33,400</u>	<u>\$186,000</u>
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<u>Consultant Total</u>	<u>\$180,600</u>	<u>\$15,400</u>	<u>\$196,000</u>
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<u>Grand Total</u>	<u>\$333,200</u>	<u>\$48,800</u>	<u>\$382,000</u>
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REVISED EXHIBIT A
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Summary of Exhibits
Intergovernmental Agreement Number 25311

- | | |
|------------------|--|
| Exhibit A | Work Scope with Schedule and Budget |
| Exhibit B | Contractor Certification |
| Exhibit C | Federal Provisions |
| Exhibit D | 1996 Capitol Highway Plan |
| Exhibit E | Project Prospectus Form – Parts 1, 2 and 3 |