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**FEB 28 2006**

*Columbia River Crossing*

<b>Special Transportation Planning Study Agreement</b> Work by Planning Organization - Actual Cost		Organization and Address TriMet 710 Holladay Street Portland, OR 97232
Agreement Number  GCA 4793	Total Amount Authorized  \$143,458.00	Project Title and Description Work elements will consist of project administration, project controls, transportation planning, environmental, and transit planning/engineering.
Project Manager  Doug Ficco	Agreement Expiration Date  March 1, 2007	

This AGREEMENT, made and entered into this 14th day of February, 2006, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter called the "PLANNING AGENCY."

WHEREAS, the STATE and the PLANNING AGENCY recognize the need for the transportation planning project, described above, and

WHEREAS, it is deemed in the best interest of the STATE to participate in funding said project for the mutual benefit of local and state roadway planning in the area of the project, and

WHEREAS, the STATE and the PLANNING AGENCY now wish to define responsibility for preparation of the transportation planning project.

NOW THEREFORE, it is mutually agreed as follows:

**I  
Scope of Work**

The PLANNING AGENCY shall undertake the Transportation Planning Project described above, which shall include the tasks set forth in Exhibit "A," attached hereto.

**II  
Schedule**

The project period shall commence upon execution of this agreement and shall last until the expiration date listed above.

**III  
Payment**

The STATE agrees to reimburse the PLANNING AGENCY's actual direct and related indirect costs of the project. The maximum amount that the STATE shall reimburse the PLANNING AGENCY shall not exceed the "Total Amount Authorized" listed above. Payment by task shall be made as set forth in Exhibit "A." All costs must be consistent with the Federal cost principles contained in OMB Circular A-87.

The PLANNING AGENCY shall submit to the STATE 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. The STATE 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.

**IV  
Reports**

The PLANNING AGENCY shall, from time to time during the progress of the work, confer with the STATE. The PLANNING AGENCY shall prepare and present to the STATE an annual progress report. The report shall be completed and submitted to the STATE within 30 calendar days following the end of each fiscal year. The STATE however, reserves the right to request an interim report(s) during the fiscal year. The interim report(s) is due to the STATE within 21 calendar days of being notified in writing by the STATE. The interim report(s) shall include a summary of work progress during the course of the fiscal year, costs incurred in accordance with the approved scope of work and budget, and progress to date, including any problems or work delays. The STATE may delay reimbursement of billings if the requested interim report(s) is not submitted in a timely manner.

Within 30 days after the conclusion of each fiscal year, the PLANNING AGENCY shall prepare and submit to the STATE an annual progress report. This annual report shall summarize work accomplished under the scope of work, costs incurred by work element, and shall identify any carryover of funds.

A final report documenting the planning project, including interim and task reports which provide documentation of all technical data and their analysis, shall be prepared by the PLANNING AGENCY. The PLANNING AGENCY shall submit five copies of the final report to the STATE for acceptance. This requirement for a final report may be waived in writing by the STATE.

**V**  
**Modifications**

Either party 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 authorized representatives of the parties hereto.

**VI**  
**Audits, Inspection, and Retention of Records**

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 the STATE.

The STATE, and any of its 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 contract. 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 contract. 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 three years after the STATE's written notice that the project is complete and the Agreement is terminated. Copies thereof shall be furnished if requested.

In accordance with OMB Circular A-128 regulations, the PLANNING AGENCY is required to arrange for audit of funds expended.

**VII**  
**Termination**

If it is considered in the best interests of the STATE, the STATE 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.

**VIII**  
**Legal Relations**

The PLANNING AGENCY shall comply with all Federal, State and Local Laws and Ordinances applicable to the work to be done under this Agreement.

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.

**IX**  
**Subcontracting**

The services of the PLANNING AGENCY are to be directed by the Project Manager identified above. The PLANNING AGENCY shall not assign, sublet, or transfer any of the work provided for under this Agreement without prior written approval from the STATE, and the STATE shall review and approve the PLANNING AGENCY's consultant agreement prior to execution. The PLANNING AGENCY shall comply with all Federal and State laws and regulations governing the selection and employment of consultants. The State reserves the right to appoint a representative to serve on the Consultant Selection Committee. Subcontracts greater than \$10,000 must contain all the required provisions of this contract.

**X**  
**Travel**

Any out-of-state travel must have prior written approval of the STATE to be eligible for reimbursement. Current STATE 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.

**XI**  
**Liability**

No liability shall attach to the STATE or the PLANNING AGENCY by reason of entering into this Agreement except as expressly provided herein.

**XII**  
**Independent Contractor**

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 the STATE.

**XIII**  
**Equal Employment Opportunity**

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 "C" attached hereto.

**XIV**  
**Severability**

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 contract.

**XV**  
**Equipment**

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 OMB Circular A-102 Attachment N.

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

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

1. **Compliance With Regulations:** The Consultant will comply with the Regulations of the 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 contract work, will 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 will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, 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 contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Transportation Department or the Federal Highway Administration 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 the State Transportation Department, 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 contract, the State Transportation Department shall impose such contract 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 contract until the consultant complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Consultant will 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 the State Transportation Department 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 the State to enter into such litigation to protect the interest of the United States.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

**PLANNING AGENCY**

By: Neil S. McFarlane  
 Title: Executive Director - Capital Facilities  
 Date: 2/13/06

**STATE**

By: [Signature]  
 Assistant Secretary/Regional Administrator  
 Date: 2/14/06

# COLUMBIA RIVER CROSSING PROJECT

## EXHIBIT A

### SCOPE OF WORK

For

**Tri-County Metropolitan Transportation District of Oregon (TriMet)**

#### **ROLES AND RESPONSIBILITIES**

TriMet will provide staff to assist in key tasks for the Columbia River Crossing Project. This scope of work covers the time period from February 1, 2006 until December 31, 2006, by which time the range of alternatives for the DEIS is expected to have been chosen.

TriMet staff will remain focused on providing high-quality, on-time contributions and deliverables to contribute to a Columbia River Crossing (CRC) project that is on-schedule and provides for a buildable project.

#### *Assumption:*

- TriMet participation at Task Force, Project Sponsors Council, and the Sponsor Agency Senior Staff or Regional Partners Group is assumed and participation by senior staff in these activities is not expected to be compensated by CRC. Other staff involvement in producing deliverables or making contributions to these meetings are expected to be compensated as covered in the task items below. Other involvement beyond the scope defined will not expect to be compensated unless a separate agreement is reached.

#### **WORK ELEMENTS FOR WHICH TRIMET WILL BE COMPENSATED**

##### **1.0 PROJECT ADMINISTRATION**

TriMet will assign a single point of contact for project coordination. Communication may occur with any TriMet staff as needed, especially with regular routine work or with immediate-deadline tasks, but should generally be coordinated through the designated point of contact. Point of contact will also be responsible for coordinating TriMet staff to develop task support and deliverables on time and to communicate to CRC staff about issues that may affect schedule, budget, or quality of work.

TriMet staff will participate in Project Development Team (PDT) meetings consistently during the project. TriMet's Manager of Transit Corridor Planning will serve this role, with the Manager of Project Development as an alternate.

Assumes bi-weekly PDT meetings with mini-PDT meetings on alternate weeks, at which one TriMet staff member will attend and contribute.

#### *Staff:*

Manager of Transit Corridor Planning, lead, single point of contact (currently Alan Lehto)

Manager of Project Development, alternate for PDT (currently Dave Unsworth)

## **2.0 PROJECT CONTROLS**

TriMet will communicate key schedule, budget, and other issues to support Project Controls, but this task is not expected to be a significant investment of TriMet staff time.

## **3.0 FINANCIAL STRUCTURES**

TriMet will provide data, reasonability test, and review for the draft financial plan elements.

### ***Staff:***

Director of Financial Analysis (currently Claire Potter). Available to provide operating costs estimates for transit alternatives, as well as input, advice on funding mechanisms and financial concepts, in the form of comments on a white paper or participation in a Working Group workshop.

### ***Assumptions:***

- TriMet staff will be more focused on financial elements of Work Element 7: Transit Planning/Engineering. Other efforts that may contribute to Work Element 3 are covered in Work Element 7.

### ***Deliverables:***

- Comments to white paper if requested

## **4.0 COMMUNICATIONS**

No additional TriMet staff is proposed for this task.

### ***Assumptions:***

- It is assumed that some outreach and communications activities related specifically to transit and environmental issues will be included in the transit and environmental sections of this scope.

## **5.0 TRANSPORTATION PLANNING**

TriMet staff will provide support and data as needed to the transportation planning efforts. This will include:

- Active participation and contribution to the Modeling Working Group as needed

### ***Assumptions:***

- The bulk of the effort is better described as being related to Work Element 7 and all staff time is included there instead of in Work Element 5. Staff involved could include Manager of Transit Corridor Planning, Manager of Project Development and/or Corridor Designer.

### ***Deliverables:***

- Contributions to deliverables developed as part of the Transportation Planning activities
- Data files and reports as requested available from TriMet regarding current operations, ridership, etc.

## **6.0 ENVIRONMENTAL**

TriMet staff (Manager of Project Development) will contribute to preparation of environmental documentation and necessary coordination for the following key milestones:

- Refine Purpose and Need
- Confirm Range of Alternatives for DEIS
- Resolve EIS Approach relating to FTA/FHWA processes
- Identify and form recommendations on procurement process
- Other tasks as needed and assigned through Environmental Working Group, InterCEP and by CRC environmental leads.

### ***Staff:***

Manager of Project Development will participate in the Environmental Working Group.

### ***Assumptions:***

Manager of Project Development serves as:

- Lead for TriMet environmental work.
- Staff for InterCEP group, in partnership with other project sponsors. This will include coordinating with other staff, helping to prepare agendas, assisting with the development of materials, and providing advice and review.

### ***Deliverables:***

- Materials as needed for InterCEP group
- Sections as needed of other environmental team documents
- Reviews of various environmental documents and reports

## **7.0 TRANSIT PLANNING/ENGINEERING**

Corridor Designer will be a regular member of the Transit Working Group and work directly with Consultant and CRC engineering staff to create a transit design team. Corridor Designer will provide design support for engineering, context-sensitive design, and work within established guidelines and standards to ensure viable transit alternatives. As a design professional, rather than a planner, the Corridor Designer will be a bridge between engineering and public involvement/planning efforts, teamed directly with engineering staff.

Manager of Transit Corridor Planning will participate in the Transit Working Group as needed, especially at the beginning of the project, as efforts focus on planning, and at screening and analysis steps. He/she will also participate in the Transportation Planning/Modeling Working Group as needed.

Manager of Project Development will serve as an alternate for the Transit Working Group and will participate directly in design efforts for the BRT alternatives.

## **7.2 FTA New Starts Requirements**

TriMet efforts will include contributions to and authorship of some documents related to New Starts submittals as needed to create high quality documents that meet FTA standards.

## **7.3 Develop Initial Set of Transit Components**

TriMet will provide available data and information and staff time necessary to develop a variety of transit components including light rail, Bus Rapid Transit, TSM, and New Starts Baseline alternatives; as well as providing support to ensure the No Build Alternative is appropriately defined. Corridor Designer will participate in Transit Working Group meetings and efforts that stem from those meetings.

## **7.4 Transit Service Planning and Analysis**

TriMet will provide information and support for systems planning efforts. For bus service, it is anticipated that this will be a relatively low-level of effort. We will provide support for efforts by consultant and C-TRAN bus service planning efforts, but should not be in a lead position for those efforts.

## **7.5 Transit Conceptual Engineering**

TriMet will provide information and review for conceptual planning development. TriMet will provide recent cost information that can be used for capital, operating, and maintenance estimates. Director of Financial Analysis will provide operating and maintenance cost estimates for up to 8 transit alternatives.

## **7.6 Component Screening**

Provide input and analysis in support of generating screening criteria and process. Compile information and provide analysis and professional judgment in support of applying scoring by criteria. Participate in making screening recommendations.

## **7.7 Alternative Screening**

Provide input and analysis in support of generating screening criteria and process. Compile information and provide analysis and professional judgment in support of applying scoring by criteria. Participate in making screening recommendations.

## **7.8 Project Team Support**

TriMet staff will provide support to other working groups and teams if needed. This is anticipated to be most important for transportation planning, environmental, engineering, and communications (for public outreach efforts and events).

## **7.9 Special Technical Studies**

TriMet staff will provide information, analysis, and support to technical studies as needed. Specifically:

- Manager of Rail Operations Planning (currently John Griffiths) will provide information, analysis and concepts especially related to rolling stock and capital facilities needs for rail alternative(s) as well as rail service concepts.

***Assumptions:***

- Task 7 is largest focus of work for TriMet

***Deliverables:***

- TriMet staff will participate in the preparation of most deliverables and provide review and comments.

## **8.0 DESIGN ENGINEERING**

Any efforts that might relate to this task are assumed to be covered under Work Element 7.



Columbia River Crossing  
 Washington State Department of Transportation / Oregon Department of Transportation  
 TriMet (2/20/06 through 12/31/06)

TriMet									
Task Description	Assigned Staff/ Billing Rate					Labor Summary		Expenses	Total Cost
	Alan Lehto, Manager of Transit Corridor Planning	Dave Unsworth, Manager of Project Development	Corridor Designer	Claire Potter, Director of Financial Analysis	John Griffiths, Manager of Rail Operations Planning	Hours	Cost		
Work Element 1.0: Project Management	\$70.92	\$74.36	\$92.27	\$87.96	\$73.23	172	\$ 12,253	\$ 207	\$ 12,460
Work Element 2.0: Project Controls						48	\$ 3,432	\$ -	\$ 3,432
Work Element 3.0: Financial Structures							\$ -	\$ -	\$ -
Work Element 4.0: Communications							\$ -	\$ -	\$ -
Work Element 5.0: Transportation Planning						100	\$ 7,230	\$ -	\$ 7,230
Work Element 6.0: Environmental						420	\$ 30,922	\$ 100	\$ 31,022
Work Element 7.0: Transit Planning/Engineering						1340	\$ 89,015	\$ 300	\$ 89,315
Work Element 8.0: Design Engineering							\$ -	\$ -	\$ -
Total Hours	646	434	880	80	40	2080			
Budget per Staff	\$45,812	\$32,274	\$54,799	\$7,037	\$2,929		\$ 142,851	\$ 607	\$ 143,458