

Final 2-17-04

WORK ORDER CONTRACT # 1 AMENDMENT # 1

Personal Services Agreement to Agree # 23483

Project Name and Location: **Project Name: I-5 Columbia River Crossing Partnership; Technical Analysis**

This Work Order Contract ("WOC") is hereby amended as follows:

- Additional Time - New Expiration Date:** The Expiration Date indicated in the WOC is deleted and replaced with January 31, 2006.
- Additional Funds & Work:** the Addendum to Exhibit A, Statement of Work and Delivery Schedule and the Addendum to Summary of Estimate for Services are attached and incorporated by this reference.

Explain: The services under this WOC are being completed using a phased development approach. The purpose of this amendment is to add the next phase of work.

DBE Goal	10 %
Amount authorized for this WOC Amendment	\$ 980,500
Total Amount authorized for this WOC (new NTE)	\$1,000,000

Except as amended here, all other terms, conditions, and requirements of the original Agreement to Agree and Work Order Contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Agreement to Agree and Work Order Contract are true and correct as of the effective date of this Work Order Contract Amendment, and with the same effect as though made at the time of this Amendment. This Amendment is effective when signed by all parties.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on the above-referenced Agreement to Agree is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge. Contractor is not in violation of any Oregon tax laws (including, without limitation, the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).; and (d) Contractor is an independent contractor as defined in ORS 670.600.

CONTRACTOR

The Larkin Group, Inc.	Name	Title	Date
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LEGAL Refer to Class Exemption from the Department of Justice dated June 24, 2003.

DAS Refer to Delegation 008-99b from DAS dated June 28, 2002.

AGENCY

Rob Rickard, Purchasing & Contract Manager	Date
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Matthew Garrett, Region 1 Manager	Date
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Mike Wolfe, Deputy for Statewide Project Delivery	Date
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John Rosenberger, Deputy Director, Highway Division	Date
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EXHIBIT A
STATEMENT OF WORK, BUDGET AND DELIVERY SCHEDULE

WOC No. 1, Amendment 1
ATA No. 23483

Project Name: I-5 Columbia River Crossing Partnership; Technical Analysis
Federal Aid Project No.: NCPD-S000 (197); EA # No. C4385201
Project Location: Statewide

This is a Program Management Assignment

	Agency's Work Order Project Manager (WPM)		Contractor's Project Manager (PM)
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I-5 Columbia River Crossing Partnership; Technical Analysis

A. AMENDMENT PURPOSE

The purpose of this Amendment No. 1 to Work Order Contract (WOC) No. 1, is to add the tasks and deliverables necessary to complete Phase 2 of the I-5 Columbia River Crossing Partnership project ("Project" or "I-5 Project"). For convenience to the reader, the task numbering starts over at Task 1 for the Phase 2 work, but this Amendment does not delete, revise, or replace the tasks or requirements for the original WOC 1 for Phase 1 of the Project, unless otherwise specifically provided in this Amendment. The schedule for tasks and deliverables for this phase is consolidated in a table in the Deliverables & Schedule section.

B. BACKGROUND/OVERVIEW

The I-5 Project has been a collaborative bi-state effort between State departments of transportation, the Agency and Washington Department of Transportation (WSDOT), Metropolitan Planning Organizations (MPOs), including the Portland region's Metro and the Southwest Washington Regional Transportation Council (RTC), regional transit providers, including the Tri-county Metropolitan Transportation District of Oregon (Tri-Met) and the Clark County Transportation Benefit Area (C-Tran), the cities of Vancouver and Portland, Clark and Multnomah Counties and the Ports of Portland and Vancouver. The Project team completed substantial work related to multi-modal improvements and land uses in the I-5 Trade and Transportation Corridor, which culminated with the adoption of the "*Strategic Plan*" by the Governors' Task Force and through resolutions passed by partner jurisdictions in June 2002. This *Strategic Plan* established recommendations regarding:

- Supplementing or Replacing the I-5 Bridge and related highway improvements
- Transportation Demand Management (TDM) Measures
- Land Use Accord
- Environmental Justice Initiatives
- Express Bus that supplements High Capacity Transit
- Park and Ride Spaces
- 3-Laning I-5 between Delta Park-Lombard
- 3-Laning I-5 between 99th and I-205
- LRT to Vancouver
- LRT to Vancouver Mall
- LRT Loop between Vancouver and Vancouver Mall
- I-5 Improvements around Rose Quarter
- Railroad Bridge and related issues

This Statement of Work focuses on the following elements of the *Strategic Plan*:

- Supplementing or Replacing the I-5 Bridge and related highway improvements between Columbia Boulevard and SR 500
- High capacity transit (Initial Segment (MOS-1)) to Vancouver

It is assumed the conclusion of the *Strategic Plan* is that the preferred river crossing is a bridge; the Statement of Work (SOW) must be amended if a tunnel alternative is reintroduced. In addition, this SOW includes certain analyses regarding improvements in the I-205 as well as an approach to context sensitive solutions to the I-5 problem. Elements of the *Strategic Plan* that are not covered by this SOW are, or will be, addressed by other contractors of Agency or WSDOT, by governmental entities other than Agency, or by a future amendment to this WOC.

The Project may be pursued in two fundamentally different ways:

- As a public project, with the environmental work, engineering, construction work, funding and operations of the project to be the responsibility of Agency and/or WSDOT; or
- As a Public-Private Partnership (PPP), with some combination of the environmental work, engineering, construction work, funding and operations of the project to be the responsibility of a private entity. The PPP-specific decisions and products are to be completed by Agency and WSDOT outside of this WOC or by amending this WOC.

The vast majority of the work described in this SOW is not affected by the public vs. PPP decision. Where differences may exist, the work prepared under this SOW will use the public approach as the baseline for analysis and will indicate how the baseline findings or recommendations may change if a PPP approach is used.

Project Objectives

Whether this project is pursued as a public project or a PPP project, Agency and WSDOT seek a systematic project development process that advances an accelerated schedule. The objective of this SOW is to create and implement such a process.

While this SOW does not address Draft Environmental Impact Statement (DEIS) activities other than early coordination and scoping work (in Task 1), it envisages completing the DEIS by July 2007. But it does so by accomplishing significant work prior to starting DEIS work, rather than entering the DEIS stage early but having a prolonged DEIS period.

This SOW is premised on past experience that it is substantially quicker and less expensive to narrow alternatives prior to the DEIS than to carry unnecessary alternatives into the DEIS. The extra time and cost result from the need to develop a substantial amount of engineering and impact work for each alternative as part of the DEIS, even when less may be required to make reasonable choices.

With the above objective in mind, this SOW is also premised on utilizing a transportation project development approach that includes "context sensitive solutions". This means that the overall approach includes tasks to:

- Engage from the project's inception with representatives of affected communities, including elected and appointed officials and a widely representative array of interested citizens;
- Assure that transportation objectives of projects are clearly described and discussed with local communities in a process that encourages reciprocal communication about local views and needs in the overall project setting;
- Pay attention to and address community and citizen concerns; and
- Ensure the project is a safe facility for both the user and the community.

This SOW is also premised on past experience that time and money can be saved by having (a) modeling and funding assumptions, (b) organizational and procedural issues, and (c) intergovernmental issues resolved prior to starting the DEIS, rather than delaying or extending the work of an army of expensive consultants and public staff – or even worse, having to redo completed work due to changing assumptions during the DEIS.

Within this context, the purpose of this SOW is to prepare materials and recommend strategies needed to meet the milestone stated above:

- If the project is pursued as a public project, the objective of this SOW is to have the technical information, administrative materials and project organization and structure ready to facilitate the timely completion of the DEIS and funding of the project.
- While the PPP decisions and products are to be completed by Agency and WSDOT outside of this SOW, unless this SOW is later amended, this SOW addresses a variety of I-5 Project-specific information and recommendations that are necessary or helpful to the PPP process.
- The terms “state” and “local” refers to agencies and jurisdictions in both Oregon and Washington.

C. PROJECT PHASING

This Project is being completed via phased development as follows:

- ◆ Phase 1: Project Scoping and Statement of Work (SOW) Development for Phase 2 tasks.
- ◆ Phase 2: Complete tasks detailed in SOW prepared during Phase 1, including but not limited to: preparation of additional SOWs, finance strategies, and management/coordination of other consultants or entities conducting SOWs developed by Contractor.

The Phase 1 Project Scoping and SOW Development is complete. The tasks in this WOC Amendment are to complete Phase 2 of the Project. Phase 2 may require additional amendments to this WOC to incorporate SOWs developed during the Project.

D. TASKS

This section describes, on a task-by-task basis, the specific activities, products, and schedule for Contractor and Agency. The task descriptions and deliverables employ the following conventions and principles:

- Four types of deliverable products are specified in this SOW:
 - **Technical Memoranda (TM)** that provide a final, comprehensive analysis of an issue specified in this SOW.
 - **Working Papers (WP)** that document interim findings or methodological conclusions, or are ad hoc or informal memoranda prepared in response to questions or meetings.
 - **Meeting Reports (MR)** that are written summaries of issues, management decisions, etc. identified or resolved at the formal meetings described under Task 2. For meetings requiring preparation of an MR, unless stated otherwise in this SOW, Contractor shall also prepare and distribute a meeting agenda. Meeting agendas must be distributed to the Work

Order Project Manager (WPM) at least 2 days prior to meetings unless a different timeframe is agreed to by Agency's WPM.

- **Communications** which include participation in informal and ad hoc meetings, phone calls, reviewing and responding to emails, and other similar activities that are not memorialized in a writing. Because this SOW focuses on, among other items, intergovernmental coordination, strategic advice and management oversight, a substantial amount of work results in this type of deliverable. If important project/program decisions are made or action items are assigned during any of the communication efforts described above, Contractor shall report those in writing. These written reports may be submitted as part of Monthly Status Reports or as standalone MRs.

- Unless requested otherwise, Contractor shall provide one copy of all Technical Memoranda (TM) and Meeting Reports (MR) to the WPM or his/her designee (a) electronically in Microsoft Word format (Office 2000) for the Microsoft Windows NT or XP operating system and (b) in hard copy.
- Wherever a Technical Memorandum (TM) or Meeting Report (MR) is shown as a deliverable, only the final product is shown as the deliverable. In all such cases, Contractor shall provide a draft of the TM to the WPM for a five-business day review and comment period by Agency and WSDOT (unless additional time is requested by WPM), and Contractor shall revise the draft TM based on such comments, as appropriate, and provide the final TM to the WPM.
- Depending on the needs of the study process and meeting schedules a TM may be prepared and released in two or more stages. When such a need arises, Contractor shall request from the WPM oral approval to stage the TM, e.g., TM No. 7.1 and if approved, shall prepare incremental TMs, e.g., TM Nos. 7.1.1, 7.1.2, etc. Unless otherwise approved by the WPM, Contractor shall complete the final TM in the series by the due date; ensuring that Agency receives the full product in accordance with the schedule.
- Meeting Reports and agendas will only be written for formal meetings. Informal or ad hoc meetings, emails and phone calls, unless otherwise requested by Agency or where important project/program related decisions are made or action items are assigned.
- For all tasks relating to management oversight or contract administration, Contractor shall provide regular monthly billing and progress reports. Unless otherwise requested by Agency or deemed important by Contractor, Contractor is not required to write detailed meeting reports or message notes for informal or on-going coordination and oversight meetings or communications with sub-contractors where no project/program decisions are made or action items are assigned.
- The budget shown for each task is the best estimate possible at this time. However, the study process may dictate that more funding be applied to some tasks and products and less to others. Contractor shall monitor such needs on an on-going basis and, when needed, propose on a monthly basis as part of the invoicing and status report, budget refinements (within the limits of the not-to-exceed amount established for this WOC) to the WPM for his/her approval.
- The term "days" as used in this SOW refers to business days.
- For any task for which the WPM request additional time, the corresponding date of effected deliverable products is scheduled to be submitted receives a like amount of additional time.

Task 1 “Scope” Assumptions, Alternatives and Issues for DEIS

Purpose

Provide the technical materials and intergovernmental coordination necessary to allow Agency and WSDOT to “scope” the alternatives, assumptions and issues to be addressed in the DEIS. Seek to narrow the alternatives and issues, in the manner permitted by National Environmental Policy Act (NEPA), State Environmental Policy Act (SEPA), Growth Management Act (GMA) and Federal Highway Administration (FHWA)/Federal Transit Administration (FTA) regulations, and to specify alternatives, assumptions and issues in detail as a way to facilitate timely completion of the DEIS.

Work Activities: Task 1

With Regard to Task 1, Contractor in consultation with Agency, WSDOT, Tri-Met, C-Tran, RTC and Metro shall:

- 1.1 Determine how Project will comply with FHWA, FTA and other federal and state requirements.
Contractor shall:
 - 1.1.1 Conduct a “Kick-Off” meeting with Clark County Transit District (C-Tran), Tri-Met, Metro, RTC, WSDOT and Agency to determine transit options and issues to be addressed.
 - 1.1.2 Conduct a “Kick-Off” meeting with FTA and FHWA to discuss how to coordinate state and federal issues.
- 1.2 Establish travel forecasting assumptions to be used in estimating travel and impacts in the DEIS, including:
 - (a) TDM assumptions,
 - (b) Transit network assumptions,
 - (c) Road network assumptions,
 - (d) Coordinated assumptions with Delta Park-Lombard Project, and
 - (e) Land use assumptions.
- 1.3 Fulfill “early coordination” requirements with affected state and federal agencies to determine:
 - (a) Lead Agency (or Joint Lead Agencies) and Cooperating Agencies;
 - (b) Specific environmental issues to be addressed in DEIS, and
 - (c) Assumptions, methodologies and level of analysis required in the environmental documents.
- 1.4 Prepare an analysis and propose the most appropriate process for undertaking the DEIS that considers
 - (a) Whether project development should be undertaken as a single, multi-modal process (and document) or have a separate process and document for transit and highway,
 - (b) If a single, multi-modal process is proposed, and Joint Lead Agencies involved, identify a mutually acceptable “joint” process for EIS work and FHWA and FTA approvals, and
 - (c) Whether a one-tier or two-tier EIS process should be undertaken.

- 1.5 Develop, in consultation with Agency and WSDOT environmental sections, a joint Agency/WSDOT project development process for highway and transit project elements and prepare and negotiate Project Development Agreement with FHWA and FTA to expedite the completion and approval of planning and environmental documents.
- 1.6 As part of the “context sensitive solution” process:
- (a) Prepare *Purpose and Need Statement* for project for general discussion purposes and inclusion in DEIS (prepare separate documents these different purposes, if needed).
 - (b) Prepare the initial Purpose and Need Statement based on data and reports prepared for previous phases of Project.
 - (c) Update the initial document, if needed, after completing the other tasks in this SOW, to ensure that most current findings are incorporated in the Purpose and Need Statement.
- 1.7 Identify and assess critical issues associated with the major project alternatives and design options.
- 1.7.1 Initiate a “context sensitive solution” approach to the Columbia River Crossing project and integrate it into all aspects of the project. This task will be implemented by engineering consultant retained under SOWs prepared in Task 4.
- 1.7.2 For each project alternative and major design option, Contractor shall assess:
- (a) Procedural issues affecting its implementation,
 - (b) Scheduling issues, including significant pre-requisites to its construction,
 - (c) Technical issues based on the work undertaken through the SOWs prepared under Task 4,
 - (d) Funding issues, and
 - (e) Regulatory issues.
- 1.8 As part of the Context Sensitive Solution process, cooperatively complete the scoping of the project alternatives for highway, transit and bridge improvements between Columbia Boulevard in Portland, Oregon and State Route 500 in Vancouver, Washington for the DEIS. Under 23 CFR 771.123, the scoping process must be used to identify the range of alternatives and impacts and the significant issues to be addressed in the EIS and to achieve the other objectives of 40 CFR 1501.7. For FHWA, scoping is achieved by soliciting agency and public responses to the action by letter or by holding scoping meetings. If a PPP approach is used that allows the private entity the opportunity to propose project alternatives, the scope of the DEIS will be expanded to incorporate the PPP alternatives. Given this text, **Contractor shall:**
- 1.8.1 Based on materials prepared for the Strategic Plan and materials prepared under this SOW and the additional SOWs prepared under Task 4 of this SOW, prepare Technical Memorandum evaluating the range of bridge, bridge-related highway and high capacity transit improvements in the I-5 Corridor that were identified in previous studies. This evaluation is for use in the scoping meetings that follow.
- 1.8.2 Prepare materials (including meeting agendas and, as applicable, MS Power Point presentations, flip charts and handouts) for and participate in up to five meetings with Lead Agencies, Cooperating agencies, Agency and WSDOT and affected local and regional governments and agencies, as applicable, to reach agreement on project scoping issues.

- 1.8.3 .If a private entity is selected for PPP approach or if potential PPP respondents are identified, participate in up to two meetings with PPP entities to coordinate scoping issues with PPP proposals.
- 1.8.4 Prepare the *Notice of Intent* to prepare DEIS in compliance with 40CFR 1508.22, and take steps necessary to publish in Federal Register.
- 18.5 Participate in up to three public/community Scoping Meetings organized by the Public Communications Plan consultant retained independently by Agency to perform the SOW prepared under Task 4.2 of this SOW.
- 1.8.6 Prepare a final evaluation of alternatives and recommend a small set of “promising” alternatives to be included in the DEIS based on the results of the Scoping Meetings and materials prepared under this SOW and in a manner consistent with FHWA and FTA regulations,
- 1.8.7 Complete the formal scoping of project alternatives process by preparing a *Conceptual Definition of Alternatives Report* that describes the alternatives proposed to be addressed in the DEIS for preparing SOWs for environmental review consultants, preparing the description of alternatives in the DEIS, and seeking necessary or desired approvals by local, state and MPO governing bodies.
- 1.8.8 Prepare analysis of policy actions required by affected local, regional, and state agencies and jurisdictions to make scoping decisions and prepare necessary resolutions and supporting materials.

With Regard to Task 1, Agency shall:

- Assist Contractor in establishing working relationship with FTA and FHWA
- Assemble and provide Contractor with all data, maps, engineering drawings, analyses, and reports previously prepared for project that is not on project web site within 5 days of NPT (unless additional time is requested by WPM),.
- Upon reasonable notice (at least 5 days, unless a different timeframe is agreed to by WPM) from Contractor, provide meeting space at Region 1 offices for any intergovernmental meetings required by this Task.
- Review materials prepared by Contractor within 5 working days (unless additional time is requested by WPM).
- Participate in meetings with federal and local officials to reach agreement on issues, At the request of Contractor

2. Implement Project Intergovernmental Coordination and Communications Plan

Purpose

This task prepares and implements an *Intergovernmental Coordination and Communications Plan (ICCP)* to facilitate jurisdictional and agency agreements on project issues, whether substantive or procedural. The ICCP establishes contact points and specific means for involvement in the process for all affected local and regional governments, in part through a committee structure described below. It will provide a process for Agency and WSDOT to coordinate with each other and Contractor to ensure project objectives are met. It will describe the bi-state and regional decision-making process for this stage of the study.

Work Activities

With regard to Task 2, Contractor shall:

- 2.1 Prepare a detailed *Intergovernmental Coordination and Communications Plan* (ICCP) that identifies:
- (a) The decision processes for key issues,
 - (b) With regard to each issue, the points in the decision process at which each affected agency or jurisdiction (i) provides consultation, or (ii) is asked to approve study conclusions or recommendations;
 - (c) Methods to be undertaken by Contractor to ensure that all affected agencies will be consulted and all agencies and jurisdictions are kept informed of study progress and issues;
 - (d) How regional, local and state policy positions regarding issues or legislation affecting the I-5 project, e.g., position on reauthorization bill) are coordinated given the bi-state nature of the project; and
 - (e) A strategic schedule for project development, including defining the points at which major issues will be ready for public involvement.

In preparing the ICCP, **Contractor shall:**

- 2.1.1 Assemble and compile in a cohesive format all previous local (Portland and Vancouver), regional (Metro and RTC, TriMet and C-TRAN, and Port of Portland and Port of Vancouver) and state (Oregon and Washington) policy actions and plans relating to the I-5 project. Assess (i) their status, (ii) if inconsistencies exist, and (iii) if all regional planning requirements are met. Identify policies potentially needing refinement or amendment.
 - 2.1.2 Prepare up to two drafts of the ICCP for review and comment by regional partners, Agency and WSDOT.
 - 2.1.3 Prepare a final ICCP, with on-going updates as required.
- 2.2 Establish and participate in a *regional coordinating committee* comprised of transportation management level staff from affected local, regional, and state agencies. In doing so, **Contractor shall:**
- 2.2.1 Establish committee membership and schedule with input from Agency and WSDOT.
 - 2.2.2 Prepare for (by developing meeting agenda and materials) and participate in at bi-monthly meetings and more frequently as necessary.
 - 2.2.3 Prepare Meeting Reports and distribute to committee distribution list.
 - 2.2.4 Identify follow-up activities resulting from meetings, and take necessary steps to ensure such activities are undertaken.
- 2.3 Participate in meetings of the Contract Management Group comprised of ODOT Region I Manager, Agency's WPM, Agency Innovative Partnerships Program Manager, WSDOT Regional Manager and WSDOT Project Director. In doing so, **Contractor shall:**
- 2.3.1 Prepare for (by developing meeting agenda and materials) and participate in bi-weekly meetings, and more frequently as necessary.
 - 2.3.2 Prepare Meeting Reports and email them to members.
 - 2.3.3 Identify follow-up activities resulting from meetings, and taking necessary steps to ensure such activities are undertaken.
- 2.4 Provide periodic written and/or oral updates (approximately bi-weekly) on technical analyses to Agency, WSDOT and other staff specified in the ICCP or requested by Agency. Periodic updates

must address status of deliverables and schedule, pending issues and methods or alternatives for resolving them, and upcoming tasks and issues.

- 2.5 Provide or coordinate presentations on technical results to the *Bi-State Coordinating Committee* or other groups or committees, as required by the ICCP or as requested by Agency or WSDOT. In doing so, **Contractor shall**
- 2.5.1 Prepare summary materials for presentations it gives, or cause other contractors to prepare summary materials for presentations it coordinates, if needed.
 - 2.5.2 Participate in pre-meeting briefings and/or pre-meeting telephone conversations with Agency, WSDOT and/or committee staff and members.
 - 2.5.3 Participate in meetings, as requested by Agency or WSDOT.
- 2.6 Establish and participate in additional *ad hoc or issue specific committees* needed for technical reviews or to respond to new or changing issues and/or unanticipated events. In doing so, **Contractor shall:**
- 2.6.1 Assist Agency and WSDOT in establishing committee memberships and schedules.
 - 2.6.2 Prepare for (by developing meeting agenda and materials) and participate in meetings, as necessary.
 - 2.6.3 Prepare Meeting Reports for distribution to members.
 - 2.6.4 Identify follow-up activities resulting from meetings, and taking necessary steps to ensure such activities are undertaken

With Regard to Task 2, Agency shall:

- Participate in preparatory meetings and/or conversations
- Provide conference rooms and meeting support equipment, e.g., audio, visual, etc.
- Provide Contractor with comments on the draft versions of ICCP within five working days of receipt, unless additional time is requested by WPM.
- Provide the day-to-day project management staff needed to receive and respond to communications from Contractor.
- Be responsible for organizing and implementing activities to seek approval for proposals regarding federal transportation reauthorization and appropriation bills; including developing a coordinated effort with the State of Washington.
- Be responsible for organizing and implementing activities to seek approval for proposals to amend State of Oregon statutes and administrative rules, if any, and to assist in requesting a similar arrangement with WSDOT regarding State of Washington statutes and rules.

3. Coordinate with Agency's Innovative Partnerships Program (IPP)

Purpose

Except for those products expressly assigned to Contractor in this SOW, as may be amended, IPP is responsible for preparing all materials and undertaking all activities required for choosing and implementing the PPP approach. The purpose of this task is to assist Agency in analyzing potential impacts of the Oregon and Washington IPP rules and procedures on the I-5 project. The IPP rules and procedures are being developed by Agency to facilitate the development and solicitation of proposals from the private sector that would effectively and efficiently work to implement Agency goals and project needs. The IPP rules are intended to identify and precipitate innovative funding sources, plans,

scheduling, construction approaches, and joint development projects to meet a potentially wide array of Agency and non-agency goals and objectives. The intent of this task is to evaluate potential impacts of the IPP rules and procedures on the project and to identify ways that the IPP rules and procedures might be modified and/or expanded to help meet project goals and objectives.

Work Activities

With regard to Task 3, **Contractor shall:**

- 3.1 Maintain on-going coordination with IPP staff, and their contractors, to ensure that products produced under this SOW meet IPP needs, and to ensure that IPP activities meet the objectives of this SOW.
- 3.2 Review up to three drafts of the proposed IPP regulations and provide written comments and edits to IPP.
- 3.3 If IPP determines that a PPP approach is to be used, prepare a Technical Memorandum describing how previous materials and recommendations prepared under this SOW can be used by or be modified to be used by the PPP.
- 3.4 Advise IPP on how to integrate its activities and processes with Federal requirements affecting the I-5 Project.

With regard to Task 3, **Agency shall:**

- Assemble and provide to Contractor copies of all reports and other material it has regarding PPP and its potential use for the I-5 project within five days of Notice To Proceed (NTP) unless additional time is requested by WPM,
- Ensure that IPP staff maintains on-going communications and coordination with Contractor.
- Provide Contractor copies of all drafts of IPP Rules and consulting reports regarding the application of a PPP to the I-5 Project in a timely manner.

4. Prepare SOWs (Additional SOWs) and Assist in Consultant Selection

Purpose

The purpose of this sub-task is to develop preliminary SOWs for work to be undertaken over the next eighteen months by consultant teams independently retained by Agency (not part of this SOW) but managed by Contractor. The preliminary drafts of the SOWs prepared by Contractor will be used to (i) help assess the qualifications of consultants being considered to perform the work in the SOW, and (ii) begin negotiations with the selected consultants. For each category of services described below, Contractor shall prepare detailed SOWs in conformance with the Attached SOW Writing Guide. These SOWs must be provided to the Agency-selected consultants for additional detailing, refinement and negotiation of tasks and budget. Agency and Contractor shall review and modify as necessary the refined draft prepared by the consultant. Agency shall have final approval of SOW prior to executing a WOC or personal services contract that incorporates the final SOW.

Work Activities

Contractor's responsibilities for preparing SOWs for additional consultant assistance is described below by (a) first explaining the procedural obligations of Contractor with respect to all of the SOWs being prepared, and (b) then outlining specific work tasks for each separate SOW.

For each SOW prepared in Tasks 4.1 through 4.3, below, **Contractor shall:**

- Prepare a draft SOW (including a preliminary budget estimate) based on the agreed upon objectives and deliverables and transmit the draft SOW to regional partners, Agency and WSDOT for review and comment.
- Prepare a revision to the draft SOW in response to comments received within the required timeframe. The revision is to be prepared as a tracked MS Word document and be transmitted to the Agency and WSDOT via e-mail with a cover letter outlining the general areas of comments received and how those comments were addressed within the attached revised SOW.
- Prepare a final version of the SOW based on comments received from Agency and WSDOT and transmit to Agency.
- Ensure the draft and final SOWs comply with Agency's *SOW Writing Guide* (Attachment B of the original WOC 1 under ATA 23483), and include the following sections:
 - (a) Background Information
 - (b) Tasks, Deliverables, and Schedule
 - (c) Budget. Draft and final cost estimates must include a breakdown of estimated hours and costs for each task, based on general staffing categories, and estimated billing rates for the general staffing categories. Cost estimates must be prepared in MS Excel (MS Office 2000) , with one workbook per SOW, transmitted to Agency via e-mail.

For each SOW prepared in Tasks 4.1 through 4.3, **Agency shall:**

- Provide Contractor with any standards and/or guidelines that apply to the SOW;
- Provide Contractor with a list of Agency and WSDOT staff and their contact information who are to participate in the objectives and deliverables work session, and review and comment on the draft SOWs.

With regard to the specific SOWs¹, **Contractor** in consultation with Metro, RTC, C-TRAN, Tri-Met, WSDOT and Agency **shall:**

- 4.1 Prepare SOW for Travel Demand Forecasting, Traffic Analysis and Traffic Engineering. This SOW must specify tasks to be undertaken over the next eighteen months by a consultant team independently retained by Agency (not part of this SOW) but managed by Contractor. The tasks must include, but are not limited to, the following:
 - 4.1.1 Propose how travel demand, traffic and tolling analyses should be addressed in DEIS and financial analyses, including:

¹ The Contractor may, with WPM approval, divide the SOWs into separate SOWs, or may aggregate SOW's.

- Selection of a base year and design year – and interim years for phasing, if appropriate.
- Preparation of travel demand forecasting modeling methodologies and inputs to be used in the modeling process, particularly as it relates to forecasting the impacts of tolling under different tolling concepts;
- Identification of consultant, agency and jurisdiction responsibilities in the modeling process
- Assessment of how to address FHWA and FTA guidance and regulations on evaluating travel demand and traffic impacts, including a detailed and comprehensive recommendation on criteria to be reported in the DEIS.
- Analysis of whether and, if so, how to model the interaction of land use and travel demand forecasts for no-build and build scenarios under consideration; and
- Documentation and analysis of historical bi-state travel and traffic patterns.

4.1.2 Provide specialized expertise in regard to tolling systems, including technical assistance for Tasks 6.2 and 6.3.

4.1.3 Assist in identifying and evaluating tolling options by:

- Establishing travel forecasting methodology and assumptions for analyzing tolling scenarios.
- Estimating need for cash payment lanes in addition to electronic tolling technologies.
- Forecasting and analyzing the differences in travel patterns caused by tolling I-5 bridge (but not I-205 bridge) for scenarios that vary by:
 - (a) Operations factors, i.e. tolled in one direction or two, time of day/days of week that tolls are charged.
 - (b) The amount charged for tolls, including:
 - (i) Tolling concept, i.e. fixed (all users pay same amount all day), differential (different classes of vehicles pay different tolls), variable (different tolls at different times of day) and dynamic (tolls based on traffic volumes),
 - (ii) Vehicle classes tolled, e.g., passenger car, trucks and their price levels, and
 - (iii) User classes tolled, e.g., single-occupant-car, carpool and their price level.
 - (c) The location of tolling, i.e. Oregon or Washington or both sides of river; and I-5 of I-5 and I-205.
 - (d) Mix of technology and manual collections equipment.
- Perform analysis similar to above with both I-5 and I-205 bridges tolled.
- Identifying how the build alternatives differ in terms of the traffic impacts caused by tolling and identifying tolling design parameters for each alternative.
- Estimating revenues from tolling scenarios identified above from both toll payments and enforcement practices; estimate revenues by vehicle classifications.

The above listed technical products will serve as an input to the tolling analysis in Task 6 and project scoping in Task 1.

4.1.4 Prepare explanation of current and future traffic conditions in the I-5 and I-205 corridors (particularly as it relates to the river crossings) and the impacts of traffic conditions on travelers to be reported in the *Purpose and Need* statement for the project.

4.1.5 Assess the benefits and impacts of including HOV lanes, including reversible HOV lanes, in the scope of the project alternatives, and identify major design considerations caused by including HOV lanes in the project scope.

4.2 Prepare SOW for preparing and implementing the *Public Communications Plan*. This SOW must specify tasks to be undertaken over the next eighteen months by a consultant independently retained by Agency (not part of this SOW) but managed by Contractor. The SOW prepared for the public communications consultant must include, but are not limited to:

4.2.1 Preparing a *Public Communications Plan* that develops an initial strategy for communicating about the project. The Plan must address the “context sensitive solution” process as well as (but not limited to) the following issues:

- How public segments, interest groups, organizations, stakeholders, and media are identified.
- How information flows to and from the public;
- How public involvement activities and responsibilities are coordinated across the project’s consultant team(s), agencies and jurisdictions;
- How the public communications plan supports the study’s environmental justice compliance efforts;
- How public involvement tools and resources should be developed, including standard maps, presentation material, stock slides, and slide show elements;
- The development of public communications policies and guidelines, addressing cross-agency coordination (e.g., style guides, FAQs, naming and terminology conventions, etc.)
- Identification and development of methodologies for addressing specific elements of the public communications plan (including Web site updates, work groups, speaker bureaus, open houses, mailings and special events.
- Assisting in resolving/mediating issues identified by public involvement.
- How to address major issues related to tolling.

4.2.2 Implementing the Public Communications Plan; particularly as it relates to ensuring that federal requirements are met over the next eighteen months for public involvement during alternatives analysis, early coordination, environmental justice and scoping.

4.2.3 Undertaking new survey research regarding attitudes in the Portland-Vancouver region towards project alternatives and funding options.

4.2.4 Organizing, preparing materials for, and facilitating three scoping meetings called for in Task 1.9.5. Consultant shall be responsible for all logistical arrangements, public notifications, maintaining proper documentation of meeting, preparing public-oriented materials for meetings based on technical reports prepared by or for Contractor.

4.3 Prepare SOW for Preliminary Investigations for an Environmental Impact Statement (EIS). This SOW must specify tasks to be undertaken over the next eighteen months by one or more consultant teams independently retained by Agency (not part of this SOW) but managed by Contractor. The tasks must include, but are not limited to, the following:

4.3.1 Conceptual Engineering: Refinement of Alternatives and Assistance for Scoping:

- Compile and catalog Agency and WSDOT engineering, design and level-of-service guidelines and standards for bridge and approaches. Reconcile any differences and propose guidelines and standards for project alternatives.
- Identify permitting requirements for project alternatives and describe their impact on project design, and the project development process and schedule.
- Identify and refine engineering criteria to “narrow” the alternatives during AA and scoping.
- Identify and refine design aspects of project concepts needing refinement to ensure a reliable scoping process.
- Identify and refine elements of capital costs of alternatives needing refinement to ensure a reliable scoping process; including ensuring that associated highway improvement costs are incorporate and conceptual estimating operating costs.
- Provide engineering assistance to Contractor in public and intergovernmental scoping meetings and preparing follow-up responses to issues raised.
- Identify and undertake activities to ensure consistency with WSDOT’s “context sensitive design” principles; including staffing a multi-disciplinary expert panel review of project objectives and alternatives.
- Prepare engineering assessment of alternatives to be used in AA and scoping reports; including, but not limited to (i) seismic considerations for alternatives that retain existing bridges, (ii) navigation issues and procedural requirements for spanning a navigable waterway.
- Prepare preliminary assessment of highway and transit improvements that may be undertaken in I-205 crossing area if tolling plan requires I-205 Bridge to be tolled.
- Identify and perform additional concept design work required on alternatives proposed for DEIS in order to properly define alternatives for DEIS.
- Identify, assemble and catalog existing base data, maps, engineering drawings, and design standards for transit and highway/bridge components of the I-5 Project to be provided to engineering team retained by Agency for engineering and design services associated with preparing the DEIS.

4.3.2 Environmental Considerations: Refinement of Alternatives and Assistance for Scoping:

- Identify resource agencies to be involved in early coordination and scoping stages.
- Identify and refine environmental criteria to “narrow” the alternatives during AA and scoping.
- Identify environmental issues related to the project concepts needing further review to ensure a reliable scoping process and perform required analyses.
- Provide environmental issues assistance to Contractor in public and intergovernmental scoping meetings and preparing follow-up responses to issues raised.
- Prepare environmental assessment of alternatives to be used in AA and scoping reports.
- Identify and perform additional environmental assessments required on alternatives proposed for DEIS in order to properly define alternatives for DEIS.
- Identify, assemble and catalog existing base data, maps, drawings, and environmental standards to be provided to environmental team retained by Agency for preparing the DEIS.

4.3.3 Context Sensitive Solution/Environmental Justice: Assistance for Scoping:

- Development and implementation of an on-going methodology to address context sensitive solution and environmental justice requirements during AA and scoping.

4.3.4 Other “As-Needed” SOWs: Over the course of study, Contractor shall identify any additional specialized assistance that may be needed and, subject to approval by the WPM, prepare additional SOWs and undertake processes to retain additional consulting assistance.

4.4 Assist Agency in Selection of Consultants to Implement SOWs: The purpose of this sub-task is to assist Agency in selection of consultant teams to implement the abovementioned SOWs. A consultant team may be selected to perform the work for one or more of the SOWs. Selection of consultant teams must be based on established Agency rules, guidelines, and protocols. **Contractor shall:**

- 4.4.1 Review the potential consultant team background and contact information and provided by Agency.
- 4.4.2 Provide Agency with an assessment of the strengths and weaknesses of the consultant team available for each SOW based on ordinary contract assignment rotation, the identification of one or more other consultant teams that address the scheduled team’s weaknesses, and a recommendation on whether to select the regularly-assigned consultant team or to select another team out of rotation.
- 4.4.3 Organize and participate in one meeting per SOW with Agency and WSDOT staff to discuss Contractor’s recommendations and select the consultant teams to assign to the SOW.
- 4.4.4 Organize and participate in one meeting with each selected consultant team to explain the SOW and to respond to questions/concerns.
- 4.4.5 Assist Agency in negotiating revisions to the SOWs based on comments and requests from the selected consultant teams – including responding to the consultant team’s questions and comments and in making up to two revisions to the SOW(s).
- 4.4.6 Advise Agency, as requested, during Agency’s budget negotiation with the selected consultant teams.

Agency shall:

- Provide Contractor with copies of or identify and provide access to all Federal and state contracting requirements that must be addressed in evaluating, narrowing, and selecting contractors for the SOWs within 5 days of NTP, unless additional time is requested by WPM.
- Provide Contractor with Agency documentation on each potential consultant team to be considered for assignment to one or more SOW.
- Provide and arrange for meeting and interview rooms.
- Expedite final reviews and approvals of SOWs to execute WOCs or personal services contracts as soon as possible (normally within 10 days) after SOWs are completed.
- Be solely responsible for implementing a consultant-selection appeal process.
- Be solely responsible for negotiating the selected consultant teams’ budgets for the SOWs.

5. Technical Oversight and Strategic Advice to Advance the Project

Purpose

The purpose of this task is to provide management direction of the tasks included in this SOW and those SOWs of other contractors working on the project as anticipated and described in Task 4. Contractor shall be responsible for overall management of all activities described in this SOW except for the development of materials required to choose and implement the PPP approach as set forth in Task 3.

Work Activities

Contractor shall:

5.1 Provide Project Management

5.1.1 Establish and maintain management structure with Agency to assist in coordination of project-related activities, including:

- Develop project scope, schedule and budget
- Establish project protocols including:
 - Communications including: communication with other project team consultants; information flow among consultants and between Contractor, consultants and Agency; contact with agencies, jurisdictions and other stakeholders; contact with the media.
 - Preparation of Technical Memoranda, Working Papers and Meeting Reports.
 - Procedures for review and comment on work products
 - Project management meetings including purposes, participants, schedule, agendas and follow-up
 - Tracking of scope, schedule and budget and early warning system
 - Review of invoices and monthly reports
- Recommend amendments to project scope, schedule and budget as appropriate.

5.1.2 Establish and maintain management structure with other agencies and jurisdictions to assist in coordination of project-related activities, including:

- Participation of high-level management and/or elected leadership
- Staff participation in work sessions required by Contractor
- Development of work products required by Contractor
- Review and comment on work products

5.1.3 Prepare and conduct Project Kick-Off Meeting to:

- Introduce key project participants
- Establish context for work products
- Review project scope and schedule

- Review project protocols
- 5.1.4 Prepare and conduct weekly team meetings with:
- Agency project managers
 - Task leaders, as required
- 5.1.5 Prepare and conduct larger project team meetings, as required.
- 5.1.6 Develop amendments to this SOW, budget, and schedule for additional work requested by Agency.
- 5.1.7 Prepare monthly progress reports that track project scope, schedule and budget, and:
- Include description of the previous month's project activities, meetings facilitated/attended, and the planned activities for the next month.
 - Record of important project/program related decisions made and action items assigned during ad hoc meetings and communications (report must include dates and participants).
 - Identify issues and/or concerns that affect the project SOW, schedule, and/or budget.
 - Reconcile the percentage of the total work completed versus the percentage of the not-to-exceed amount billed to date.
- 5.1.8 Coordinate with Agency and consultants working on the Delta Park/Lombard Project.
- 5.2 Provide Technical Oversight
- 5.2.1 Provide oversight and direct the technical work of Contractor and other consultants to meet the objectives of the SOW, including implementation of project protocols established in Task 5.1 through periodic meetings, work sessions, email, telephone calls, and memoranda:
- Conduct and manage communications including: communication with other project team consultants; information flow among consultants and between Contractor, consultants and Agency; contact with agencies, jurisdictions and other stakeholders; contact with the media.
 - Direct preparation of and review and track Technical Memoranda, Working Papers and Meeting Reports
 - Conduct and manage meetings.
- 5.2.2 Assist Agency in coordination of selection of other consultants, including:
- Expedited selection and contracting of eligible contractors from A&E and Non-A & E lists
 - Expedited solicitation, selection and contracting of other contractors required by Contractor
- 5.2.3 Prepare for and conduct Kick-Off meetings with new contractors as they come into the project.
- 5.2.4 Review the work of contractors and subcontractors, including:
- (a) Final work plans, budgets and schedules

(b) Draft Technical Memoranda (TM) and other work products

(c) Monthly reports and invoice of contractors

5.2.5 Pursue additional funding for pre-EIS work tasks outside of the SOW.

5.3 Coordinate and consolidate Technical Work Products

5.3.1 Review and comment on work products of various consultants and sub-consultants under contract with Agency specifically with regards to adequacy relative to assigned task, comprehensive coverage of project needs, and coordination with the work of others.

5.3.2 Convene technical working group to coordinate completion of subtasks.

- Coordinate work efforts of:
 - Agency
 - Contractor
 - Other consultants, agencies and jurisdictions.

5.3.3 Prepare Technical Memoranda (TM) integrating the findings from the technical work of various consultants and sub-consultants

5.4 Provide Project Specific Strategic Advice

5.4.1 Establish strategic working group with Agency and consultant participation to regularly review project direction, status, issues, approaches and outcomes and to develop recommendations for additions or changes in project work tasks and approach.

Agency shall:

- Provide Contractor and sub-contractors with access to maintenance of a file-transfer-protocol site that can be accessed through the Internet, with adequate storage to meet the project needs. Agency shall provide passwords, access protocols, file maintenance, backup, etc. and shall develop in consultation with Consultant.
- Provide the day-to-day project management staff needed to receive and respond to communications from Contractor.
- Identify participant(s) for strategic working group.
- Participate in the various project technical meetings
- Use best efforts to expedite the selection and contracting of work with eligible A&E and Non-A&E contractors.
- Use best efforts to expedite the solicitation, selection and contracting of work of other contractors required by Contractor.
- Review and respond to Contractor-raised issues potentially impacting scope, schedule or budget
- Review Contractor's monthly status reports and provide Contractor with any written comments within five days of receipt unless additional time is requested (in writing, e-mail acceptable) by WPM.
- Provide Contractor with comments on draft TMs, WPs, MRs, or memoranda within five days of receipt with the understanding that Agency shall seek to secure comments from other State agencies within five days, if and when required, but cannot commit such other agencies to a five-day deadline.
- Provide meeting space, if available, at Region 1 offices for meetings related to this Project upon five day minimum notice by Contractor unless a different timeframe is agreed to by WPM,.

6. Analyze Tolling Options

Purpose

Identify and assess the programmatic, administrative and financial issues involved with (a) instituting tolling on the Columbia River bridges in the Portland-Vancouver region and (b) optimizing the use of net proceeds from the tolling to achieve bi-state transportation objectives.

Work Activities

Contractor shall:

- 6.1 Analyze existing tolling projects and programs to determine issues and principles that are applicable to the I-5 Project. Contractor shall conduct research on tolling options and experience in Oregon, Washington and other areas. Detail major relevant projects and describe (i) their applicability to local conditions and (ii) lessons learned for this project. In doing so, **Contractor shall**, at a minimum, describe:
- (a) Physical characteristics of the tolled facility.
 - (b) Toll collection equipment (electronic and manual), account management systems, vehicle identification and classification systems, patron feedback systems, and collection and enforcement systems and equipment, including a description of the capital cost, operating cost, reliability, public and commercial acceptance, privacy, enforcement and other identified critical factors.
 - (c) Operations factors, i.e.; tolled in one direction or two, time of day/days of week that tolls are charged, mix of technology and manual collections.
 - (d) Performance and reliability.
 - (e) Capital and operating costs.
 - (f) The amount charged for tolls, including the:
 - (1) Tolling concept used, i.e. fixed (all users pay same amount all day), differential (different classes of vehicles pay different tolls), variable (different tolls at different times of day) and dynamic (tolls based on traffic volumes),
 - (2) Vehicle classes tolled, e.g., passenger car, trucks and their price levels, and
 - (3) User classes tolled, e.g., single-occupant-car, carpool and their price level.
 - (g) Usage patterns including, where available, before-and-after results; and privacy.
 - (h) Traffic impacts.
 - (i) Public acceptance.
 - (j) Advances in technology now anticipated and how are they expected to address current problems in toll implementation and collection.
- 6.2 Identify range of practical tolling options for use on Columbia River bridges.
- (a) Develop a list of practical tolling options for the Columbia River bridges based on national and international experience and working with Washington State's tolling advisory group, specifying:
 - (1) Toll collection, management, and enforcement equipment.
 - (2) Operations factors, i.e.; tolled in one direction or two, time of day/days of week that tolls are charged.

- (3) The amount to be charged for tolls, including:
 - (i) Tolling concept, i.e.; fixed (all users pay same amount all day), differential (different classes of vehicles pay different tolls), variable (different tolls at different times of day) and dynamic (tolls based on traffic volumes),
 - (ii) Vehicle classes tolled, i.e.; passenger car, trucks and their price levels, and
 - (iii) User classes tolled, i.e.; single-occupant-car, carpool and their price level.
- (4) The location of tolling, i.e.; Oregon or Washington or both sides of river; and I-5 or I-5 and I-205.
- (5) Mix of technology and manual collections equipment.

- (b) Document design parameters for highways and bridges that are imposed by the various tolling technology options. Consider requirements for a new bridge, as well as for existing I-5 bridge, I-205 Bridge, and other highway links.

6.3 Evaluate the tolling options identified for use on Columbia River bridges.

Based on materials prepared in Tasks 4 (traffic), 6 (tolling) and 8 (regulatory issues), evaluate range of tolling options identified in Task 6.2 and recommend a small set of promising options for consideration in DEIS and financing strategy. Factors to be assessed include:

- (a) Capital and operating cost, including additional demands on bridge and highway design,
- (b) Revenue generation,
- (c) Operations issues,
- (d) Performance and reliability;
- (e) Usage patterns,
- (f) Traffic impacts, and
- (g) Public acceptance.

- 6.4 Contractor shall develop materials for and meet with state and regional decision-makers to explain tolling options and their anticipated costs, benefits and impacts.

Agency shall:

- Assemble and provide to Contractor materials it has regarding tolling in other areas.
- Review draft reports prepared by Contractor and provide Contractor comments within five working days (unless additional time is requested by WPM) of receipt of drafts.

7. Prepare Financial Analyses

Purpose

This task analyzes key financial issues associated with developing the I-5 Project, both the highway/bridge and transit components, under a "public approach" and establishing an implementation strategy to develop a detailed funding plan. Contractor shall prepare the financial analysis at a "concept level" of detail, commensurate with the level of cost estimating and forecasting in this pre-DEIS stage. Capital and operating costs and revenues must be addressed for both highway and transit. The results of the tolling-related analyses in Task 6 and Task 8 are incorporated into the preliminary financial strategy produced in this Task 7.

This task does not address “private” funding plans that may be proposed by a PPP. Agency’s and WSDOT’s IPP shall examine such “private” plans or they will be the result of an RFP released by the IPP. However, it is likely that a large component, if not all, of a PPP proposal will incorporate the “public” funding examined under this Task 7.

Work Activities

Contractor in consultation with Metro, RTC, C-Tran, Tri-Met, WSDOT and Agency shall:

- 7.1 Identify preliminary assumptions for the DEIS and financial analysis regarding highway capital and operating costs and revenues. This analysis assumes a “public approach” is taken to develop and operate the project. It also assumes that tolling does not fully cover local costs. Later analyses consider the impacts of including tolling. By trying to determine a non-tolling or partial-tolling approach to the project, the need for tolling and the price of tolls can be better understood. **Contractor**, with input from Agency and WSDOT, **shall:**
 - 7.1.1 Establish preliminary assumptions on their roles and responsibilities regarding I-5 highway/bridge construction and operations, including their relative shares of (i) local capital match and (ii) operating costs.
 - 7.1.2 Identify highway system assumptions, e.g., future year road network for use in the DEIS and associated financial analyses.
 - 7.1.3 Identify bridge operating costs to be applied to proposed concepts.
 - 7.1.4 Identify implementation concept to be assumed in preparing financial cash flow analyses.
- 7.2 Identify federal, state, and local funding sources, other than tolling the Columbia River crossing (which is addressed in Task 6) that could be applied to constructing the I-5 Project.
 - 7.2.1 For each of identified existing funding source, assess its:
 - (a) Requirements of funding source, in terms of decision-making, procedural requirements and need to include or exclude project elements.
 - (b) Funding capacity,
 - (c) Impacts on other funding options,
 - (d) Scheduling issues, and
 - (e) Likelihood of securing such funds.
 - 7.2.2 Address new funding programs in the transportation reauthorization bills (including any possible amendments or earmarks) that are applicable to the Trade Corridor..
- 7.3 Identify preliminary assumptions for the DEIS and financial analysis regarding transit capital and operating costs and revenues. FTA requires significant financial analysis as part of the DEIS and its New Starts rating process. In order for a high capacity transit project to proceed through FTA’s project development stages, FTA rates each project according to several factors; chief among them being financial capacity. While the threshold to be permitted to advance to the next stage gets higher as a project proceeds towards construction, FTA starts rating projects as a pre-requisite to starting Preliminary Engineering (PE) and Final Environmental Impact Statement (FEIS) activities. A preliminary funding strategy must be established early to avoid a delay at this

threshold. Consequently, working with TriMet, Metro and, following consultation with WSDOT, C-TRAN and RTC, **Contractor shall:**

- 7.3.1 Establish preliminary assumptions on their roles and responsibilities regarding I-5 high capacity transit project construction and operations, including their relative shares of (i) local capital match and (ii) operating costs.
 - 7.3.2 Identify transit system assumptions, e.g., future year transit network and service levels for each transit district for use in the DEIS and associated financial analyses.
 - 7.3.3 Identify capital and operating cost parameters, e.g., cost per revenue hour, cost per revenue mile, committed improvements or service increases, inflation factors, etc. for each transit district for use in the DEIS and associated financial analyses.
 - 7.3.4 Identify preliminary capital and operating revenue parameters, e.g., existing amounts by source, inflation factors, etc. for each transit district for use in the DEIS and associated financial analyses.
- 7.4 Evaluate capital and operating revenues for transit component of I-5 project. In consultation with TriMet and CTRAN, **Contractor shall:**
- 7.4.1 Identify preliminary conceptual capital and operating costs of I-5 transitway from existing sources for use in preliminary financial analyses and convert to year of expenditure dollars.
 - 7.4.2 Prepare preliminary Excel 20-year cash-flow model of existing system revenues and costs for TriMet and CTRAN with and without I-5 transitway.
 - 7.4.3 Determine preliminary capital and operating costs with and without I-5 transitway.
 - 7.4.4 Evaluate future trends in existing revenue sources for each transit district and identify the amount of funds available from existing funding sources that are available from each transit district for I-5 transitway construction and operations.
 - 7.4.5 Identify preliminary list of potential revenue sources for meeting capital and operating requirements, and identify actions that need to be undertaken to secure such additional revenues.
 - 7.4.6 Identify preliminary action plan for obtaining additional funds.
 - 7.4.7 Identify potential cost savings that could result from constructing high capacity transit elements of project, if any, with non-Federal funds.
- 7.5 Prepare and evaluate preliminary financial strategy options for scoping meetings. Based on financial materials prepared in this Task 7 and tolling costs and revenues prepared in Tasks 4 and 6, **Contractor shall:**
- 7.5.1 Identify a range of preliminary financial strategy concepts for funding Bridge/Highway and Transit elements of I-5 Project for the scoping meetings that address:
 - (a) Different mixes of state, federal, local, and tolling revenues.

- (b) Different uses of state, federal, local, and tolling revenues.
- (c) Different tolling strategies.
- (d) Regulatory issues.
- (e) Other factors required to implement strategy

7.5.2 Evaluate the range of preliminary financial strategies based on following factors:

- (a) Revenue generated and timing of revenues.
- (b) Project cash flow issues.
- (c) Risks and uncertainties.
- (d) Political acceptance.
- (e) Phasing requirements imposed on project implementation.
- (f) Equity.

7.5.3 Develop an executive summary of initial funding concepts for use in scoping meetings.

7.6 Analyze and recommend a project development process and schedule to the small set of promising alternatives proposed to be addressed in the DEIS.

7.7 Prepare a final report on financial strategies, based on the results of Task 7.5 and 7.6 and the results of the scoping meetings, for the small set of promising financial strategy concepts to be addressed in the DEIS.

Agency shall:

- Assemble and provide to Contractor materials it has regarding revenue options for the I-5 Project.
- Review draft reports prepared by Contractor and provide Contractor comments within five working days (unless additional time is requested by WPM) of receipt of drafts.
- Provide Contractor with on-going access to ODOT bond counsel and financial advisor, and request that WSDOT provide on-going access with its bond counsel and financial advisor.

8. Analyze Federal and State Administrative and Statutory Requirements and Procedures

Purpose

This task identifies and assesses significant regulatory and statutory issues that can affect the availability and utility of toll revenues, and the organizational structure established to develop and implement the project under a “public approach” (and possibly under a PPP).

Work Activities

Contractor shall:

- 8.1 Identify and assess issues under current federal statutes regarding tolling the I-5 and I-205 bridges. United States Code 23USC129(a)(1) permits Federal participation in:
- Initial construction of a toll highway, bridge, or tunnel (other than a highway, bridge, or tunnel on the Interstate System) or approach thereto;
 - Reconstruction or replacement of a toll-free bridge or tunnel and conversion of the bridge or tunnel to a toll facility;

- Preliminary studies to determine the feasibility of a toll facility

United States Code 23USC129(a)(8) defines "initial construction" (in the first bullet above) to mean the construction of a highway, bridge, or tunnel at any time before it is open to traffic and does not include any improvement to a highway, bridge, or tunnel after it is open to traffic.

United States Code 23USC129(a)(3) requires that all toll revenues received from operation of the toll facility be used first for debt service, for reasonable return on investment of any private person financing the project, and for the costs necessary for the proper operation and maintenance of the toll facility, including reconstruction, resurfacing, restoration, and rehabilitation. However, if the State certifies that the tolled facility is being adequately maintained, the State may use excess toll revenues for any highway or transit purpose for which Federal funds are obligated. To determine the affect these provisions have on the feasibility and application of tolling for the I-5 Project,

Contractor shall:

- 8.1.1 Research whether Project alternatives that include the demolition of the existing bridge qualifies as a "replacement bridge," for which federal participation is permitted, or as "initial construction," for which federal participation is not permitted.
 - 8.1.2 Research the eligibility under these statutes of tolling I-205 Bridge, in addition to I-5 Bridge and employing the cumulative revenue stream for projects in both corridors. As part of research, assess whether the cumulative revenues can be used for sequential improvements in the two corridors, or for simultaneous improvements in both corridors and must it be in proportion to relative revenue collections.
 - 8.1.3 Determine the effect that tolling the I-205 Bridge and using the cumulative revenues for improvements to both corridors has on:
 - (a) Whether a bridge is a replacement bridge or initial construction,
 - (b) The certification that there are net toll revenues available for distribution; and
 - (c) The required improvement package for a joint I-5 and I-205 program.
- 8.2 Assess options for how a tolling "authority" can be structured for the Columbia River crossing. The term "tolling authority" is used herein in a generic sense; that is a "tolling authority" is any authority that sets tolls, oversees bridge project, and allocates the net proceeds of the tolls. While the specifics of a tolling authority are not required at this time, the general concepts need to be examined to establish assumptions to be used in (i) defining the option(s) to be used in the DEIS, (ii) identifying how certain revenue sources may be used in the capital funding plan and (iii) determining if legislative initiatives need to be planned. For each "tolling authority" option, **Contractor shall** describe its:
- (a) Formation,
 - (b) General types of authorities,
 - (c) Governing body, and
 - (d) Other pertinent parameters.

For each option, **Contractor shall** assess:

- (a) Impact on federal funding, procedures and regulations,
- (b) Impact on funding options and financing mechanisms (including impact on availability of tolls for transit improvements),
- (c) Need for statutory or regulatory amendments, (c) political and community support,
- (d) Administrative ease and costs, and

- (e) Possible applicability under a PPP approach.

Contractor shall prepare a Technical Memorandum detailing findings and recommending options to be assumed or addressed in DEIS and PPP solicitations.

- 8.3 Evaluate potential uses of revenues generated by tolling the Columbia River crossing. Under the federal statute, at the option of the state, the state can use toll revenues in excess of those needed for the federally required uses for highway and transit purposes. Additionally, 23 USC 129 allows the state to determine whether a toll facility is to become free when debt is retired, at some future point in time or whether tolls are to continue indefinitely. ORS381 requires that all tolls from the existing I-5 Bridge be used exclusively for reconstructing the I-5 Bridge and/or building a new bridge in the I-5 corridor. RCW47.56 establishes similar requirements for the State of Washington. **Contractor shall** also assess options for amending state statutes to provide the flexibility now provided under federal statute.
- 8.4 Analyze how the potential to use expenditures of toll revenues as credits towards local match on transportation projects under 23 USC 120 can be used to facilitate the I-5 Project. Under 23 USC 120(j), a State may use federal transportation funds toll revenues that are used to build, improve, or maintain highways or bridges that serve the public purpose of interstate commerce, as a credit toward the non-Federal share requirement if:
 - (i) Such facilities were built, improved, or maintained without Federal funds, and
 - (ii) Certain “maintenance of efforts” tests are met regarding the historical and continuing use of State funds for transportation improvements.

This provision may have significant benefits, both financial and political, towards facilitating the I-5 Project. There are several issues that must be researched in order to determine if these benefits can be realized and, if so, how they can be best employed. Consequently, **Contractor shall:**

- (a) Research how bi-state nature of project affects availability of credits.
 - (b) Research use of credits for I-5 and non-I-5 related improvements.
 - (c) Research maintenance of efforts requirements and how that may affect timing or feasibility of credits.
 - (d) Research if and how Oregon or Washington statutes limit use of credits. If so, propose possible solutions.
- 8.5 Research if and how Washington State statutes affect the feasibility of project or funding alternatives and recommend options for resolving the issues.
 - 8.5.1 RCW47.56.070 provides that “No ... toll bridge ... shall be combined with another toll facility for the purpose of financing unless such facilities form a continuous project ...” RCW47.56.075 provides that legislative authority or sponsorship by a regional transportation investment district is required before WSDOT can approve construction of a toll facility. RCW47.56.310 authorizes the construction of an “additional bridge ... across the Columbia River adjacent to the existing interstate bridge between Vancouver, Washington and Portland, Oregon” and the reconstruction and improvement of the existing bridge. RCW47.56.330 requires that the new bridge across I-5 be consolidated and merged with the existing interstate bridge and its approach located between Vancouver, Washington and Portland, Oregon so that both bridges shall be and become a single toll facility.

RCW47.56.330(2) requires in WSDOT's tolling agreement with ODOT that WSDOT "... have complete responsibility for the operation of both bridges and approaches ... as a single toll facility except as to repair and maintenance, and with full power ... to impose and collect all toll charges ... and to disburse the revenue ... for the payment of expenses of maintenance and operation and repair ..., all costs of constructing said new bridge and reconstructing and improving said existing bridge ..." RCW47.56.330(4) requires that the tolling agreement provide that WSDOT "fix the classifications and amounts of tolls to be charged and collected from users of said toll facility ... and the time or times when such tolls shall first be imposed, with the further provision that such toll charges shall be removed after all costs of construction of the new bridge and approaches thereto and the reconstruction and improvement of the existing bridge and approaches thereto ... have been paid..."

With regard to these provisions, **Contractor shall:**

- (a) Research if and how a light rail bridge or portion of a bridge dedicated to light rail can be funded as part of a toll project for the Columbia River crossing.
- (b) Research whether the "additional" bridge authorization limits options to supplemental bridges only, or are replacement bridges permitted
- (c) Research whether the interstate agreement provisions permit options that allow ODOT to operate the bridges and impose tolls.
- (d) Research how State of Washington statutes affect the possible use of toll revenue proceeds, including impact on project alternatives and the project development process and schedule.
- (e) Research such other issues as identified by Contractor and approved by the WPM.
- (f) Research best methods to authorize tolling on I-205 Bridge and employing such revenues as part of an integrated program with the I-5 corridor.
- (g) Research Washington statutory provisions affecting ability to finance bi-state project.
- (f) Prepare potential legislation or other solutions for issues critically affecting the potential development of the project.

8.5.2 Research the effects Washington State environmental, contracting and project financing statutes may have on (i) project alternatives, (ii) development and implementation procedures and (iii) funding options; and recommend options for resolving the issues.

8.6 Research the effects State of Oregon environmental, contracting and project financing statutes may have on (i) project alternatives, (ii) development and implementation procedures and (iii) funding options; and recommend options for resolving the issues. In Oregon, Chapter 381 of the Oregon Revised Statutes (ORS) address "Interstate Bridges" and Chapter 383 addresses "Toll Roads and Toll Bridges."

Under ORS 383:

- (a) All tolls received by ODOT must be deposited in the State Tollway Account (ORS 383.009(1)(d))
- (b) Moneys in the Tollway Account must only be used for financing various types of costs of tollway projects. (ORS 383.009(2))

ORS 381 provides ODOT with the authority to construct and operate interstate bridges across the Columbia River subject to certain provisions; including:

- (a) For any toll bridge constructed under the statute, the net revenues from the tolling must be divided equally among Oregon and Washington. (ORS 381.070(2))
- (b) "The interstate bridge now existing over the Columbia River between Portland, Oregon and Vancouver, Washington" may be operated as a toll bridge.
- (c) If the existing bridge between Portland and Vancouver is operated as a toll bridge, can only be used to pay the capital and operating costs of a "new bridge ... across the Columbia River adjacent to said interstate bridge" and the operating cost of the Portland to Vancouver Bridge. (ORS 381.092)
- (d) After the bonds for constructing the new bridge are repaid, the existing Portland to Vancouver bridge must be operated as a free bridge.

With regard to these provisions, **Contractor shall:**

- (a) Research the effects of Oregon and Washington constitutional and statutory provisions affect the finance plan for multi-modal project alternatives;
 - (b) Research best methods to authorize tolling on I-205 Bridge and employing such revenues as part of an integrated program with the I-5 corridor.
 - (c) Research such other issues as identified by Contractor and approved by the WPM.
 - (d) Research Oregon and Washington statutory provisions affecting ability to finance bi-state project.
 - (e) Prepare potential legislation or other solutions for issues critically affecting the potential development of the project.
- 8.7 Assess the effects that federal tolling statutes relating to Interstate bridges have on the potential development of an integrated I-5 and I-205 program of multi-modal improvements, and identify options for resolving issues.
- 8.8 Identify and assess procedural and coordination requirements for the DOT's to insure a consistent approach in managing a bi-state project
- 8.9 Review Bi-State Compact requirements and evaluate the merits of such an approach for the I-5 Bridge Project
- 8.10 Analyze options for organizational frameworks, current legal parameters under applicable state and federal constitutions, statutes, regulations, and state public-private partnership guidance.

Agency shall:

- Assemble and provide to Contractor all materials it has regarding legislative and regulatory issues affecting the I-5 Project within five days of NTP unless additional time is requested by WPM.
- Review draft reports prepared by Contractor and provide comments to Contractor within five working days of receipt of drafts unless additional time is requested by WPM.
- Provide Contractor with on-going access to ODOT legal counsel, and request that WSDOT provide on-going access with its legal counsel.

9. Provide On-call Strategic Program and Financial Advice to Agency

Purpose

Agency has determined that it needs to have available on-call services for strategic program and financial advice. These services may be required for specific project- or program-based problems, or for broader issue areas regarding regional or federal opportunities. The purpose of this task is to provide on-demand services to assist Agency in taking advantage of opportunities that arise, or to resolve potential major problems before they have an opportunity to grow.

Under this task, Contractor is to respond, within the limits of the budget allocated to this task to requests from the following authorized parties for advice or assistance:

- (a) ODOT Director
- (b) ODOT Deputy Director Highway Division
- (c) ODOT Region 1 Manager

For each issue or area of concern identified by an authorized party, Contractor shall develop and analyze options for resolving the issue or addressing the area of concern. The analysis of options typically includes an examination of tradeoffs, risks and the likelihood and impact of unintended consequences of each alternative. Upon receiving a request, Contractor shall work with the requestor as described in the Work Activities section below. Issues may be raised and responded to by Agency and Contractor through oral, electronic, or written correspondence.

Work Activities

While each request for these on-demand services is likely to be unique, Contractor shall take the following steps in preparing a response.

- 9.1 To provide on-demand, strategic or financial advice, **Contractor shall:**
- 9.1.1 Respond to initial request for services within twelve hours to a request by an authorized party.
 - 9.1.2 Meet with requestor, or review email and/or electronic files, or conduct a phone conference to understand fully the assignment.
 - 9.1.3 Develop a memorandum describing the issue, anticipated actions to be taken, the timeline, and product(s) to be developed.
 - 9.1.4 Develop and evaluate alternative approaches to the issue.
 - 9.1.5 Present advantages and disadvantages of various approaches.
 - 9.1.6 Develop a risk assessment as warranted by the issue at hand
 - 9.1.7 Present Agency with counsel, written or oral, of how best to proceed with respect to the issue, and a rationale for the recommendation.

With Regard to Task 9, **Agency shall:**

- Provide conference rooms and meeting support equipment, e.g., audio, visual, etc.
- Provide administrative assistance by (i) scheduling meetings, (ii) copying reports and materials for the meeting, and (iii) distributing agenda, meeting materials and meeting reports to distribution lists.
- Provide Contractor with comments on products within timeframes agreed-upon during Task 9.1.3.

C. DELIVERABLES and SCHEDULE

Task No. 1	“Scope” Assumptions, Alternatives and Issues for DEIS	Due Date NLT:
1.1	MR No 1.1 documenting issues raised by FHWA,FTA or other agencies in kick-off meetings	2 months from NTP
1.2	WP No. 1.2: Travel Forecasting Assumptions	4 months from NTP
1.3	MR No. 1.3 documenting agreements reached with or issues raised by FHWA and FTA in meetings on Lead and Cooperating Agencies, issues to be addressed in EIS, assumptions and methodologies to be used in EIS	6 months from NTP
1.4	TM No. 1.4: Evaluation of Process and Organizational Issues on Structure of DEIS	3 months from NTP
1.5	MR No. 1.5 documenting agreements with or issues raised by FHWA and FTA regarding process and organization proposed for DEIS.	6 months from NTP
1.5	Project Development Agreement	12 months from NTP
1.6	TM 1.6: Purpose and Need Statement	4 months from NTP
1.7	TM No. 1.7.1: Conclusions of the Context Sensitive Design forum	2 months from ODOT contract with engineering assistance firm
1.7	WP No. 1.7.2: Procedural, Timing, Funding and Regulatory Issues of Alternatives and Design Options	12 months from NTP
1.9	TM 1.9.1: Evaluation of Alternatives to Commence Scoping	12 months from NTP
1.9	MR 1.9.2 documenting agreements reached with or issues raised by FHWA and FTA regarding scoping; electronic copies of meeting materials prepared	12 months from NTP
1.9	MR 1.9.3 documenting agreements reached with or issues raised by PPP, if needed, regarding scoping	Latter of 12 months from NTP or 2 months from PPP selection
1.9	Notice of Intent to prepare DEIS, for publication in Federal Register	13 months from NTP
1.9	WP 1.9.5 Materials for Scoping Meetings	13 months from NTP
1.9	TM No. 1.9.6: Evaluation of Alternatives at Conclusion of Scoping and Recommended Alternatives for DEIS.	16 months from NTP
1.9	TM No. 1.9.7: Conceptual Definition of Alternatives Report	17 months from NTP
1.9	WP 1.9.8: Proposed resolutions and supporting materials to amend local, regional, and state policies to conform to results of project scoping.	18 months from NTP
Task No. 2	Implement Project Intergovernmental Coordination and Communications Plan	Due Date NLT:
2.1	WP No. 2.1.1: Identification of Existing Local, Regional, and State Policies regarding the I-5 Project.	1 months from NTP
2.1	TM No 2.1.2: Draft Intergovernmental Coordination and Communication Plan	6 weeks from NTP
2.1	TM No. 2.1.3: Intergovernmental Coordination and Communication Plan	2 months from NTP
2.2	MR No. 2.2: Quarterly, or more frequent, agendas and meeting reports of the activities of the Regional Government Coordinating Committee	On-going
2.3	MR No. 2.3: Bi-weekly, or more frequent, agendas and meeting reports of the activities of the Project Leadership Group	On-going
2.4	WP No. 2.4: periodic updates of status of technical issues	On-going
2.5	Communications with Bi-State Coordinating Committee	On-going
2.6	Communications and MR of activities of ad hoc or informal technical groups required under the Communications Plan	On-going

Task No. 3	Coordinate with the Innovative Partnerships Program (IPP)	Due Date NLT:
3.1	Communications with IPP staff	On-going
3.2	WP No. 3.2 reviewing drafts of IPP Rules	Within 10 business days of receipt of draft from IPP
3.3	TM No. 3.3 explaining how results of other products under this SOW can be applied to selected PPP.	Within 90 days of IPP selection of a PPP for I-5 Project
3.4	Communications with IPP.	On-going
Task No. 4	Prepare SOWs (Additional SOWs) and Assist in Consultant Selection	Due Date NLT:
4.1	TM No. 4.1: Preliminary SOW for Travel Demand Forecasting, Traffic Analysis and Traffic Engineering	45 days from NTP
4.2	TM No. 4.2: Preliminary SOW for Public Communications Plan	45 days from NTP
4.3	TM No. 4.3.1: Preliminary SOW for Conceptual Engineering Assistance	45 days from NTP
4.3	TM No. 4.3.2: Preliminary SOW for Environmental Analysis Assistance	45 days from NTP
4.3	TM No. 4.3.3: Preliminary SOW for Environmental Justice	45 days from NTP
4.4	WP No. 4.4.2: Assessment of Candidate Consultants (for each SOW)	60 days from NTP
4.4	Participation in consultant selection process and assist Agency in negotiations with selected consultants	75 days from NTP
Task No. 5	Technical Oversight and Strategic Advice to Advance the Project	Due Date NLT:
5.1.1	Project management protocols	1 week prior to Kick-off meeting
5.1.2	Management structure with other agencies and jurisdictions	Within 60 days of NTP
5.1.3	Project Kick-Off Meeting	Within 1 week of NTP for other contractor(s)
5.1.4	Weekly Team Meetings	Weekly beginning 1 week after kick-off meeting
5.1.5	Large project team meetings	As required
5.1.6	SOW, Budget, Schedule amendments	Within 10 days of receipt of request
5.1.7	Monthly Progress Reports	By 10th day of following month
5.2.1	Direct and manage technical work	Ongoing
5.2.2	Assist Selection of other Consultants	Ongoing as required
5.2.3	New contractor kick-off meetings	Within 10 days of NTP to new contractor(s)
5.2.4	Review and comment on: - Contractor work plans, budgets and schedules; - Draft TMs and other work products; - Monthly reports and invoices.	Work plans etc within 5 days of receipt; TMs within 10 days of receipt; invoices within 5 days of receipt
5.2.5	Additional pre-EIS funding	Ongoing as required
5.3.1	Review work products	Within 10 days of receipt
5.3.2	Convene technical working group	Ongoing as required
5.3.3	Prepare TMs integrating other work	Within 30 days of receipt of all requisite findings

5.4.1	Establish strategic working group	Within 1 month of NTP
Task No. 6	Analyze Tolling Options	Due Date NLT:
6.1	TM No. 6.1: Survey of Tolling Experiences in Other Areas	3 months from NTP
6.2	TM No. 6.2: Identification of Tolling Options for Columbia River Crossings	6 months from NTP
6.3	TM No. 6.3: Evaluation of Tolling Options for Columbia River Crossing	10 months from NTP
6.4	WP: Summary of Tolling Analysis and Recommendations for Stakeholder Meetings	10 months from NTP
Task No. 7	Prepare Financial Analyses	Due Date NLT:
7.1	WP No. 7.1: Preliminary Assumptions Regarding Highway Costs and Revenues	4 months from NTP
7.2	TM No. 7.2: Potential Federal, State and Local Funding Sources for Highway/Bridge Improvements	4 months from NTP
7.3	WP No. 7.3: Preliminary Assumptions Regarding Transit Costs and Revenues	5 months from NTP
7.4	TM No. 7.4: Evaluation of Capital and Operating Requirements for the Transit Elements of the I-5 Project	9 months from NTP
7.5	TM No. 7.5: Preliminary Financial Strategy Options for Scoping Evaluation	12 months from NTP
7.6	TM No. 7.6: Project Development Process and Schedule for Alternatives Examined in DEIS	16 months from NTP
7.7	TM No. 7.7: Final Financial Strategy Options to be Examined in DEIS.	18 months from NTP
Task No. 8	Analyze Federal and State Administrative and Statutory Requirements and Procedures	Due Date NLT:
8.1	TM. No. 8.1: Analysis of Issues Affecting Columbia River Crossing Options caused by Federal Tolling Statutes	2 months from NTP
8.2	TM. No. 8.2: Analysis of Tolling Authority Options for Columbia River Bridges	6 months from NTP
8.3	TM. No. 8.3: Evaluate Potential Use of Tolling Revenues	6 months from NTP
8.4	TM. No. 8.4: Potential Use of Toll Revenues as Local Match Credit for Multi-Modal Project Alternatives	6 months from NTP
8.5	TM. No. 8.5: The affect of State of Washington statutory and regulatory provisions on project alternatives, financing options and project development procedures and schedules	9 months from NTP
8.6	TM. No. 8.6: The affect of State of Oregon statutory and regulatory provisions on project alternatives, financing options and project development procedures and schedules	9 months from NTP
8.7	TM. No. 8.7: The affect of Federal statutory and regulatory provisions relating to interstate tolling on ability to implement an integrated I-5 and I-205 multi-modal corridor program	9 months from NTP
8.8	TM. No. 8.8: Bi-State Coordination Requirements	12 months from NTP
8.9	TM. No. 8.9: Assessment of Merits and Requirements of a Bi-State Compact for the Multi-Modal Project.	12 months from NTP
8.10	TM. No. 8.10: Project Organization Options	12 months from NTP
Task No. 9	Provide On-call Strategic Program and Financial Advice to Agency	Due Date NLT:
9.1.1	Respond to request	Within 1 day of receipt of request
9.1.2	Discuss particulars with Agency; develop schedule	Within 2 days of receipt of request
9.1.3	Draft Issue Memorandum	Within 2 days of receipt of request
9.1.7	Present findings to Agency	On Scheduled agreed to in 9.1.2

D. Acronyms

Agency/ODOT	Oregon Department of Transportation
AA	Alternatives Analysis
ATA	Agreement to Agree
C-TRAN	Clark County Transit District
DEIS	Draft Environmental Impact Statement
EIS	Environmental Impact Study
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
GMA	Growth Management Act
HOV	High Occupancy Vehicle
ICCP	Intergovernmental Coordination and Communications Plan
LRT	Light Rail Transit
IPP	Agency's Innovative Partnerships Program
MPO	Metropolitan Planning Organization
MOS-1	Minimum Operable Segment No. 1
MR	Meeting Reports
NEPA	National Environmental Policy Act
NTP	Notice to Proceed
PE	Preliminary Engineering
PPP	Public-Private Partnership
RFP	Request For Proposals
SEPA	State Environmental Policy Act
SOW	Statement of Work
TDM	Transportation Demand Management
TM	Technical Memoranda
TSM	Transportation System Management
TSUB	Transportation System User Benefits
WOC	Work Order Contract
WP	Working Papers
WPM	Agency's Work Order Project Manager
WSDOT	Washington Department of Transportation
RTC	Regional Transportation Commission
TriMet	Tri-County Metropolitan Transportation District of Oregon

E. Addendum to Summary of Estimate for Services

THE LARKIN GROUP INC		ATA No. 23483									
Personal/Professional Services		WOC 1 - Amendment 1									
		Summary of Estimate for Services									
Task	Description	Prime				Total Hrs	Labor Total	Non-Labor		Task Total	Pct.
		Larkin	Siegel	Porter (DBE)	Skiles			Expenses	Sub-Consultant		
Task 1	"Scope" Assumptions/Issues for DEIS	540	467	360	267	1634	\$231,560	\$5,861	\$0	\$237,441	24.28%
Task 2	Implement Project ICCP	524	69	125	156	874	\$124,230	\$3,168	\$0	\$127,398	13.08%
Task 3	Coordinate with the IPP	35	35	0	0	70	\$10,500	\$300	\$0	\$10,800	1.11%
Task 4	Prepare SOW'S /Assist Consultant Selection	152	98	9	155	414	\$58,730	\$500	\$0	\$59,230	6.18%
Task 5	Technical Oversight/Strategic Advice	710	85	120	15	930	\$135,600	\$3,168	\$0	\$138,768	14.28%
Task 6	Analyze Tolling Options	170	430	145	0	745	\$107,400	\$9,888	\$0	\$117,288	11.31%
Task 7	Prepare Financial Analyses	245	715	30	40	1030	\$152,800	\$891	\$0	\$153,691	16.09%
Task 8	Analyze Federal/State Admin. and Statutory Requirements and Procedures	150	620	70	0	840	\$123,900	\$6,686	\$0	\$130,586	13.04%
Task 9	On-call Strategic Program and Financial Advice to Agency	17	17	0	0	34	\$5,100	\$100	\$0	\$5,200	0.54%
Total		2543	2536	859	653	6591	\$949,820	\$30,680	\$0.00	\$980,500	100%
Labor Billing Rates		\$150.00	\$150.00	\$120.00	\$130.00						
Labor Totals		\$381,450	\$380,400	\$103,080	\$84,890						
						Total Labor	\$949,820				
						Direct Non-Labor	\$30,680				
						WOC 1-Amd 1 Total Estimate	\$980,500				
						WOC 1	\$19,500				
						TOTAL NTE for WOC 1 + Amd 1	\$1,000,000				
						DBE Participation:	10.31%				
								Siegel - Steve Siegel Consulting			
								Porter - Underhill Company LLC (DBE)			
								Skiles - Leon Skiles & Associates			

F. COST AND METHOD OF COMPENSATION

Total NTE payable to Contractor for Phase 2 is: \$ 980,500
Phase 1 NTE: \$ 19,500
Total WOC NTE: \$1,000,000

All Compensation under this WOC is on a Time and Materials basis and is only for the tasks identified for this Phase 1 work up to the NTE amount stated in the Compensation section on page 1. **No compensation is provided to Contractor for negotiations, preparing or revising cost estimate for services, or negotiating contracts with subcontractors.** Invoices for T&M work must include an attached breakdown of actual hours (as detailed in the ATA), identifying staff and classification by task and allowable direct non-labor costs.