

AGREEMENT GCA 6304

This Agreement is made and entered into between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "STATE," and C-Tran, PO Box 2529, Vancouver, WA 98668, hereinafter the "C-TRAN."

WHEREAS, the Columbia River Crossing (CRC) project addresses congestion, safety and mobility problems on I-5 between Portland, Oregon and Vancouver, Washington, for which transportation and planning agencies are working together at the local, state and federal level to create sustainable, long-term solutions to maximize environmental, economic, and community benefits in the CRC project area, and

WHEREAS, the STATE has completed phase I and II of the Environmental Impact Statement (EIS) for the project and is currently working on phase III. Phase III involves preparation of the Final EIS and other activities leading toward a Record of Decision (ROD), and

WHEREAS, this Agreement provides for the participation by C-TRAN in phase III for the Final EIS phase of the project from October 1, 2008 through February, 2010, to perform various work elements for the Columbia River Crossing Project, and

WHEREAS, in order to preserve the Project's schedule, this Agreement ratifies the advance authorization given by the STATE for C-TRAN to begin the work identified in this Agreement in Exhibit A (Scope of Work),

WHEREAS, the STATE and the C-TRAN now wish to establish, in writing, each Parties responsibility,

NOW, THEREFORE, pursuant to RCW 47.28.140 and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibit A which is incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SCOPE OF SERVICES

1.1 C-TRAN shall participate in phase III of the project described above, which shall include the phase III Work Elements, hereinafter the WORK, set forth in Exhibit A.

2. SCHEDULE

2.1 The WORK commenced October 1, 2008 and shall end February 28, 2010 unless terminated earlier in accordance with Section 7 of this Agreement.

3. PAYMENT

3.1 The STATE agrees to reimburse the C-TRAN for its actual direct and related indirect costs for the WORK. The maximum amount that the STATE shall reimburse C-TRAN shall not exceed Three Hundred Forty Thousand, Five Hundred Forty-One Dollars and Thirty-Three Cents (\$340,541.33) for past and future work unless otherwise modified per Section 5. Payment by task shall be made as set forth in exhibit A. All costs must be consistent with the Federal cost principles contained in 2 CFR, Part 225.

3.2 The STATE verbally authorized C-TRAN to begin the WORK, on October 1, 2008.

3.3 C-TRAN shall submit to the STATE an invoice for payment as costs are expended on the WORK, but not to exceed one such billing request every month. The first invoice shall detail all work completed during the first eight (8) months for which C-TRAN has been working on the Scope of Services. Each successive billing request for reimbursement shall document the amount of funds expended during the period for the total WORK, as well as for the current billing period. The STATE shall review and approve each invoice for payment in an expeditious manner and shall make payment within thirty (30) calendar days after approval of the payment request.

4. REPORTS

4.1 C-TRAN shall, from time to time during the progress of the WORK, confer with the STATE. C-TRAN shall prepare and present monthly progress reports to the STATE for each calendar month during the course of the WORK. Each progress report shall be submitted to the STATE no later than twenty-one (21) calendar days following the end of the reporting period. Each progress report shall include such information as may be pertinent and necessary or as may be requested, in writing, by the STATE in order to pass critical judgment of features of the WORK, including expenditures (quarterly and to-date), WORK progress, and problems. C-TRAN shall make such changes, amendments, or revisions in the detail of the WORK as may be required by the STATE.

4.2 Reports which provide documentation of all technical data and analysis, shall be prepared by C-TRAN. C-TRAN shall submit a copy of the final report to the STATE. This requirement for a final report may be waived in writing by the STATE.

5. MODIFICATIONS

5.1 Either Party may request modifications to the provisions in this Agreement. Such modifications which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

6. AUDITS, INSPECTION AND RETENTION OF RECORDS

6.1 The STATE, State Auditors Office, and federal government, and any of its representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of C-TRAN's records with respect to the WORK provided by this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and other matters pursuant to the WORK provided by this Agreement. All documents, papers accounting records, and other material

pertaining to costs incurred in connection with the WORK shall be retained by C-TRAN for three (3) years after the STATE's written notice that the WORK is complete. Copies thereof shall be furnished if requested.

6.2 In accordance with OMB Circular A-128 regulations, C-TRAN is required to arrange for audit of funds expended.

7. TERMINATION

7.1 If it is considered in the best interest of the STATE, the STATE may terminate this Agreement upon giving five (5) working days notice in writing to C-TRAN. If this Agreement is so terminated prior to fulfillment of the terms stated herein, C-TRAN shall be reimbursed only for actual expenses and noncancelable obligations, both direct and indirect, incurred up to the date of termination.

8. LEGAL RELATIONS

8.1 C-TRAN shall comply with all Federal, State and Local Laws and Ordinances applicable to the WORK to be done under this Agreement.

8.2 Each Party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. Neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a Party to this Agreement.

9. SUBCONTRACTING

9.1 The services of C-TRAN are to be directed by the C-TRAN Project Director. C-TRAN may only assign, sublet or transfer WORK provided for under this Agreement with prior written approval from the STATE, and the STATE shall review and provide written approval of C-TRAN's other consultant agreements prior to execution. C-TRAN shall comply with all federal and state laws and regulations governing the selection and employment of any such consultants. The STATE reserves the right to appoint a representative to serve on the Consultant Selection Committee. Subconsultants performing WORK greater than \$10,000.00 must contain all the required provisions of this Agreement.

10. TRAVEL

10.1 Current STATE travel regulations and rates shall apply to all in-state and out-of-state travel for which reimbursement is claimed during the term of this Agreement and all travel must be approved in writing by the STATE prior to traveling and incurring costs.

11. LIABILITY

11.1 No liability shall attach to the STATE or C-TRAN by reason of entering into the Agreement except as expressly provided herein.

12. INDEPENDENT CONTRACTOR

12.1 C-TRAN shall be deemed an independent contractor for all purposes and the employees of C-TRAN or any of its contractors, subcontractors, and employees thereof, shall not in any manner be deemed to be employees of the STATE.

13. EQUAL EMPLOYMENT OPPORTUNITY

13.1 C-TRAN agrees to abide by all state and federal regulations with respect to employment. These include, but are not limited to, equal opportunity employment, nondiscrimination assurances, project recordkeeping, audits, inspection, and retention of records and will adhere to all of the nondiscrimination provisions set forth in Title 6, Civil Rights Act of 1964, and by this reference made a part hereof as if fully attached herein.

14. SEVERABILITY

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

15. EQUIPMENT

15.1 All equipment to be purchased under this Agreement shall be listed in Exhibit A, Scope of Services for C-TRAN and shall be the property of the STATE. All equipment must be purchased, managed, and disposed of in accordance with OMB Circular A-102 Attachment N.

16. WORKING DAYS

16.1 Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

IN WITNESS THEREOF the Parties hereto have executed this Agreement as of the Party's date last written below.

C-TRAN

By: [Signature]
Title: Executive Director/CEO
Date: 7/29/09

STATE

By: [Signature]
DOUGLAS P. FICCO, P.E., Director
Columbia River Crossing Project
Date: 7-29-09

APPROVED AS TO FORM

By: [Signature]
ELIZABETH LAGERBERG
Assistant Attorney General
Date: 7-28-09

Columbia River Crossing Project

Exhibit A

Scope of Services for C-TRAN

PREFACE

The Oregon Department of Transportation (ODOT) and the STATE are in the environmental phase of Project development for the Columbia River Crossing (hereinafter referred to as the Project). This project requires completion of an Environmental Impact Statement (EIS) under the requirements of the National Environmental Policy Act (NEPA). Phase I, Alternatives Analysis, and phase II, preparation of the Draft EIS, public hearings and adoption of a Locally Preferred Alternative (LPA) have been completed. Phase III, which involves preparation of the Final EIS and other activities leading toward a Record of Decision (ROD) are underway.

The C-TRAN WORK described below detail C-TRAN's participation in the Columbia River Crossing (CRC) Project. The WORK consists of eight primary areas of participation in and assistance to the phase III project.

Although the STATE anticipates C-TRAN's participation in all the WORK tasks, the scope emphasizes involvement in the project finance, FTA coordination and transit planning tasks. Depending on the task, C-TRAN contributions will range from review and input, to assistance in developing products, to performing portions of the phase III project's technical work program.

ASSUMPTIONS

The assumptions used to develop the scope and budget are as follows:

This Agreement covers participation by C-TRAN in the EIS for phase III of the project from October 1, 2008 through February, 2010. It is anticipated that during this period C-TRAN will work with the project team to build consensus for the project, act on post- LPA decisions and assist in the preparation of the Final EIS and Record of Decision.

Participation by C-TRAN Senior Staff in Sponsor Agency Senior Staff meetings, Project Sponsor Council meetings and other project activities is assumed to be an ongoing agency responsibility and will not be compensated by CRC. Other staff involvement in producing deliverables or making contributions to these meetings is expected to be compensated as covered in the task items below. Other involvement beyond the scope defined will not expect to be compensated unless a separate agreement is reached.

C-TRAN WORK ELEMENTS

1.0 PROJECT MANAGEMENT

The purpose of this work element is to provide management and direction to the consultant team and support to CRC and STATE staff and review of their work over the course of the project.

1.1 Project Coordination Meetings

- C-TRAN will participate in the project development team meetings to provide input and guidance to the project team, and will assist in development of submittals, identification of project issues, and development of solutions.
- C-TRAN will assist and participate on an ongoing basis in project team coordination meetings with the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) to ensure that the overall CRC project meets NEPA and New Starts requirements, and that the participation of FTA is coordinated with WSDOT's (region's) overall New Starts agenda.
- C-TRAN will provide staff support to the Vancouver Working Group, the Project Sponsors Council, Sponsor Agency Senior Staff (SASS), weekly Transit Team Leaders meeting, Performance Measures Advisory Group (PMAG), CRC-City of Vancouver-C-TRAN bimonthly coordination meeting, FTA/FHWA quarterly review meetings and the Task Force as required.

1.2 Intergovernmental Agreements

- C-TRAN will work with TriMet, City of Vancouver, and the STATE on IGA's that are necessary to advance the project.

2.0 PROJECT CONTROLS

2.1 Schedule Management and Control

- C-TRAN will provide timely input to CRC staff regarding C-TRAN-led tasks to assist the project team in maintaining an accurate schedule through the CRC Transit Team.

2.2 Budget Management and Control

- C-TRAN will provide timely notice to the CRC project team if C-TRAN-led task budgets require adjustment.

2.3 Monthly Progress Reports

- C-TRAN will provide monthly progress reports to the CRC project team to accompany invoices for reimbursement under this Agreement.

2.4 Monthly Invoice

- C-TRAN will provide monthly invoices to the CRC project team to ensure an accurate project accounting of cash-flow and budget. Monthly invoices shall provide sufficient detail to show date, hours worked, hourly rate and dollar amount for each C-TRAN employee.

3.0 FINANCIAL STRUCTURES

3.1 Discussion/Resolution of Policy-Level Issues

This task involves reviewing previously developed materials (managed lanes study, toll feasibility study, recently passed state legislation), reviewing the non-tollway alternatives developed to date, coordinating initial and follow-up meetings, developing strategy, and documenting the outcome of the overall approach to establishing tolling as an alternative and/or one or more tolled alternatives.

- C-TRAN will participate and provide review regarding financial structures.
- C-TRAN will assist in developing project methodologies, analysis approach and criteria in the discussion and resolution of policy issues as related to transit.
- C-TRAN will assist in the discussion of tolling and finance institutional structures and the identification of critical issues.

3.2 Travel Demand and Revenue Forecasting

C-TRAN will provide staff and participate in the Traffic Demand Management Group.

3.3 Financial Feasibility Analysis

The project Financial Feasibility Analysis will look at a variety of project configurations, operations alternatives and financing/funding mechanisms to identify the financial capacity of potential revenue streams and establish a financially feasible project.

- C-TRAN will participate in this task, review work products and provide comments on the analysis prepared for the following subtasks as related to transit:
 - Assessment of Revenue and Funding Options
 - Assessment of Financing Options.
 - Development of Illustrative Financial Plan(s)
 - Financial Feasibility Report
- C-TRAN will also participate in and provide assistance with the following elements of this task as related to transit:
 - The determination of funding mechanisms and financial capacity
 - Assistance in assembling a combination of project configuration, tolling approach, capital costs, operating costs, and other elements that are consistent with public policy objectives.
 - Assessment of revenue and funding options.

3.4 Implementation Strategies for Funding and Financing

The purpose of this task is to detail the steps, procedures and timetables to implement selected Finance Plans.

- C-TRAN will assist in reviewing and providing input and guidance in the development of the Funding, Financing and Institutional Strategies Recommendations Report and in framing Legislative Packages for federal, and local jurisdictions.
- C-TRAN will provide comment on the following task products:
 - *Funding, Financing and Institutional Strategies Recommendations Report*
 - Provide guidance on legislative packages needed at federal, state and local levels

- Legislative Packages for Federal, Washington, and Local Jurisdictions
- Project folio(s) addressing major issues, including economic benefits of the corridor
- Information packages with executive summary explanation of need for legislation, legislation elements required and consequences of not obtaining legislative clearance

4.0 COMMUNICATIONS

The purpose of this task is to provide timely and accurate information to stakeholders and the general public in the states of Oregon and Washington to engage their interest, enhance their understanding, and gain their support for the project development process. C-TRAN will participate in the work groups listed below and others as they are formed. It is assumed that work groups will be formed and dissolved as needed.

4.1 Communications Working Group

- C-TRAN will participate and coordinate with other C-TRAN communications and public involvement as needed.
- C-TRAN will provide staff support to the weekly communication coordination meeting.

4.2 Information Dissemination

- C-TRAN will assist the project team and participate in the dissemination of project information. This will include community events and speakers bureau.
- C-TRAN will provide technical expertise and regional knowledge at the events for the public and stakeholders as required.
- C-TRAN will assist and be involved in any contacts with C-TRAN and will provide direction to the project team for these activities on the strategy and approach regarding sensitivity to regional issues and facilitation of project support.
- C-TRAN will assist in the identification of key stakeholders, particularly those involved with transit and community issues in the Vancouver region.

4.3 Public Involvement

- C-TRAN will assist the project team and participate in outreach for the public involvement process. These will include staff participation for the following CRC Project sponsored communication events within C-TRAN's constituent areas:
 - Community events, such as at markets, shopping malls, etc.
 - School Outreach events
 - Speakers Bureau events
 - Public open houses and workshops
 - Special issue workshops
 - Environmental Justice outreach events

- The actual number of events required to be attended by C-TRAN staff will be jointly determined by the C-TRAN Director of Development/Public Affairs and CRC Communications Manager on an as needed and reasonable basis.

5.0 TRANSPORTATION PLANNING

The purpose of this task is to advance the Columbia River Crossing LPA and the New Starts submittal. Major elements of this task are the development of transportation analysis of baseline and build alternatives, and support for other tasks.

C-TRAN will provide a wide range of assistance for the sub elements in task 5 which are described below.

5.4 Traffic Support for Design Engineering

- C-TRAN will assist as needed on traffic support for other elements and will provide review and input to the project team on traffic support for design engineering, financial structures, and other tasks.
- C-TRAN will coordinate with CRC and exchange information on bus routes, bus schedules and park-n-rides.
 - Contributions to deliverables developed as part of the Transportation Planning activities
 - Data files and reports as requested and made available from C-TRAN regarding current operations, ridership, routes, schedules, etc.

6.0 ENVIRONMENTAL

- C-TRAN's primary participation under Task 6 will be through input and review on the Mini Project Development Team and SASS.

6.4 Noise, Vibration and Air Quality

- C-TRAN will provide input, review and coordination with CRC staff through the PDT on noise, vibration and air quality.
- Reviews of various environmental documents and reports

7.0 TRANSIT PLANNING AND ENGINEERING

The purpose of this task is to advance the Columbia River Crossing multi-modal transit alternatives the Draft Environmental Impact Statement (DEIS) and the FTA New Starts process.

7.1 FTA New Starts Submittals

- C-TRAN staff will support and extend work led by other consultants and jurisdictional partners related to the FTA New Starts Submittals.

- C-TRAN staff will support work led by other consultants and jurisdictional partners with facilitation and timely transfer of information regarding the New Starts program from regular contacts with FTA that include New Starts Roundtable Steering Committee, Quarterly Meetings, New Starts Roundtables and various activities associated with the annual New Starts ranking process, and development of rules and guidance for the program.
- C-TRAN will assist in providing quality control for the New Starts submittal(s).
- C-TRAN will also provide support and assistance on other required submittals including the initial, detailed, and final definition of alternatives, the FTA Alternatives Analysis Initiation Package, and required descriptions of methodologies.

7.2 Transit Service Planning and Analysis

- C-TRAN will assist in the refinement of the range of transit components, including the New Starts Baseline Alternative and Build Alternatives.
- C-TRAN will work with the CRC project team to develop the transit networks for the transit alternatives.
- C-TRAN will support work led by other consultants and jurisdictional partners with the preparation of the travel demand forecasting methodology to be used for the New Starts Report.
- C-TRAN will provide staff support to the weekly Model Support Team (MST) meetings.

7.3 Transit Conceptual Engineering

- C-TRAN will assist in the review and input on the transit alternative designs and refinement and the identification of issues to be addressed, including all aspects related to LRT station design and safety and security measures in the City of Vancouver.
- C-TRAN will assist in the review and input on the transit engineering work including capital costs and assumptions through the Project Development Team.
- C-TRAN will coordinate with CRC and exchange information on bus routes, schedules, and park and ride lots.

7.4 Reports and Technical Memorandums

- C-TRAN will provide review and input on all technical reports and memorandums for Task 7 and will work with CRC project staff to resolve any issues.

7.5 Other Transit Engineering Support

C-TRAN will coordinate and provide support for potential right-of-way issues as related to the LRT alignment in Vancouver and the proposed park and ride lots.

Deliverables:

8.0 HIGHWAY PLANNING/ENGINEERING

The purpose of this work element is to complete the highway planning/engineering tasks through the Record of Decision. Highway work elements will satisfy the requirements of the FHWA, FTA, and STATE/ODOT guidelines. C-TRAN will provide input and review in Task 8 as needed.

8.1 Conceptual Alternative Plan Screening


- C-TRAN will review and provide input on the conceptual alternative plan development task applying local and regional knowledge to provide feedback on elements to include highway, fixed guide way and structures as related to transit interface.

8.2 Other Engineering Support

- C-TRAN will review and provide input on other engineering elements as needed through the PDT and other work groups.
- C-TRAN will provide staff and participate in a Cost Estimate Validation Process (CEVP) and a Cost Reduction Assessment (CRA) session.



Return this form and original executed agreement to HQ Accounting Services

Agreement Review <input type="radio"/> Region Approved and Executed <input checked="" type="radio"/> HQ Agreement Review Transmittal Required		Agreement Number GCA 6304		Supplement Number 	
Agreement Retention <input type="radio"/> Retain Agreement for six (6) years after closure <input checked="" type="radio"/> Retain Agreement for Twenty-Fve (25) years after closure <input type="radio"/> Agreement requires permanent retention (75 years)		Agreement Manager George Humphrey		Region Southwest	
Payor/Payee Name and Address C-TRAN PO Box 2529 Vancouver, WA 98668		Org. Code 441101		All Reports will be sent to this Organization Number	
		Start Date 10/1/2008		Vouchers will not be paid for work performed before this date	
		End Date 2/28/2010		Vouchers will not be paid for work performed after this date	
Federal Employer ID Number <i>OR</i> Social Security Number 91 1127074		Project Title Columbia River Crossing Project			
Project Description Participation by C-TRAN in EIS preparation.					
Payable Agreement Work by Others to be PAID by WSDOT			Reimbursable Agreement Work by WSDOT to be REIMBURSED by OTHERS		
Maximum Amount Payable \$340,541.33			Amount Reimbursable to WSDOT 0		
Management Reserve Fund (Funds setup when requested) 0			Reciprocal Overhead Agreement Number (If applicable) N/A		
Allowed Overrun Percent 0			Allowed Overrun Percent 0		
Preparer's Signature 		Date 7/13/2009		Phone 360-816-8864	

C-TRAN Columbia River Crossing Rate Sheet
October 1, 2008 through February 28, 2010

	Leslie Klusmire (HCT Manager)	Katy Belokony (Community Involvement Coordinator)	Tom Klinkel (HCT Operations Manager, PT- TEMP)	Diane Coey (Controller)	Paul Koleber (Facility Maintenance Manager)	Brad Windler (Senior Planner)	Debbie Eiven-Snyder (Senior Planner)	Debra Wright (Operations Chief)	Bob Medcraft (Field Operations Manager)	Total Hours	Total Cost
Task Description	\$ 63.51	\$ 42.14	\$ 59.45	\$ 65.40	\$ 52.88	\$ 43.94	\$ 45.63	\$ 64.37	\$ 54.75		
Work Element 1.0: Project Management										0.00	\$ -
Work Element 2.0: Project Controls										0.00	\$ -
Work Element 3.0: Financial Structures				147.05						147.05	\$ 9,617.07
Work Element 4.0: Communications		1,470.50								1,470.50	\$ 61,966.87
Work Element 5.0: Transportation Planning										0.00	\$ -
Work Element 6.0: Environmental										0.00	\$ -
Work Element 7.0: Transit Planning/Engineering	2,941		735.25		147.05	147.05	147.05	147.05	147.05	4,411.50	\$ 268,957.39
Work Element 8.0: Design Engineering										0.00	\$ -
Total Hours	2,941	1,471	735	147	147	147	147	147	147	6,029	
Budget Per Staff	\$ 186,782.91	\$ 61,966.87	\$ 43,710.61	\$ 9,617.07	\$ 7,776.00	\$ 6,461.38	\$ 6,709.89	\$ 9,465.61	\$ 8,050.99		\$ 340,541.33

HCT Project Rate Sheet

Employee	Position	CRC % of Annual Hrs	CRC Hours	2009 Hourly Rate	Total Projected Annual Cost
Leslie Klusmire	HCT Project Manager	100%	2,941.00	\$ 63.51	\$ 186,782.91
Katy Belokony	Community Involvement Coordinator	50%	1,470.50	\$ 42.14	\$ 61,966.87
Tom Klinkel	HCT Operations Manager (PT-TEMP)	25%	735.25	\$ 59.45	\$ 43,710.61
Diane Coey	Controller	5%	147.05	\$ 65.40	\$ 9,617.07
Dennis Walker	Facility Maintenance Manager	5%	147.05	\$ 52.88	\$ 7,776.00
Brad Windler	Senior Planner	5%	147.05	\$ 43.94	\$ 6,461.38
Debbie Elven-Snyder	Senior Planner	5%	147.05	\$ 45.63	\$ 6,709.89
Debra Wright	Operations Chief	5%	147.05	\$ 64.37	\$ 9,465.61
Bob Medcraft	Field Operations Manager	5%	147.05	\$ 54.75	\$ 8,050.99
Total			6,029.05		\$ 340,541.33
			Annual Outside Consulting		
			Total Annual Project Cost		\$ 340,541.33

Assumptions:	
Annual Hours =	2,080
Total Hours Per Period/Month =	173
Number of Periods =	17
Total Hours =	2,941