SPECIAL TRANSPORTATION PLANNING STUDY AGREEMENT
Work by Planning Organization – Actual Cost
GCA 3987

This Agreement is made and entered into this 29th day of APRIL, 2005, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "WSDOT," and the PORT OF PORTLAND, P.O. Box 3529, Portland, OR 97208, a political subdivision of the State of Oregon, hereinafter called the "PORT."

WHEREAS, the WSDOT and the PORT recognize the need for the regional transportation planning project, Freight Data Collection-Phase II ("Project"), and

WHEREAS, WSDOT deems it in the best interest of Washington State to participate in funding said Project for the mutual benefit of Washington state and local highway planning in the area of the Project as authorized by chapter 47.06 RCW, and

WHEREAS, the WSDOT may contract with the PORT for the purposes of the Project pursuant to chapter 39.34 RCW and

WHEREAS, the WSDOT and the PORT now wish to define responsibility for preparation of the transportation planning project.

NOW THEREFORE, in consideration of the terms, conditions, and performances contained herein, and the attached exhibits which are incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SCOPE OF WORK

1.1 The PORT shall undertake the Freight Data Collection – Phase II, Transportation Planning Project ("Project"), which shall include the tasks set forth in Exhibit A.

2. SCHEDULE

2.1 The Project period shall commence upon execution of this Agreement and shall be completed by June 30, 2006.

3. PAYMENT

3.1 The WSDOT agrees to partially reimburse the PORT's actual direct and related indirect costs of the Project. The maximum amount that the WSDOT may reimburse the PORT shall not exceed $105,000.00. All costs must be consistent with the federal cost principles contained in OMB Circular A-87.

3.2 The PORT shall submit to the WSDOT requests for funds as they are expended on the Project, but not to exceed one (1) such request per month. Such requests for reimbursement shall provide a detailed accounting for the amount of funds that have been expended during the period for the total Project, as well as for the current billing period. The WSDOT shall review and approve each request for payment in an expeditious manner and shall make payment within 30 days after approval of the payment request.

4. REPORTS

4.1 The PORT shall, from time to time during the progress of the work, confer with the WSDOT. The PORT shall prepare and present to the WSDOT an annual progress report. The report shall be completed and submitted to the WSDOT by July 31st. The WSDOT, however, reserves the right to request an interim report(s). The interim report(s) is due to the WSDOT within 21 calendar days of the PORT being requested in writing by the WSDOT. The interim report(s) shall include a summary of work progress to date, including, costs incurred in accordance with the approved scope of work and budget and any problems or work delays. The WSDOT may delay reimbursement of invoices if the requested interim report(s) is not submitted in a timely manner.

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

5. MODIFICATIONS

5.1 Either Party may request changes to these provisions. Such changes shall be mutually agreed upon and 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, INSPECTIONS, AND RETENTION OF RECORDS

6.1 All Project records in support of all costs incurred and actual expenditures kept by the PORT are to be maintained in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office (State of Washington), the U.S. Department of Transportation, and the WSDOT.

6.2 The WSDOT, and any of its representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the PORT's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, accounting records, and other matters covered by this Agreement. All documents, papers, accounting records, and other material

pertaining to costs incurred in connection with the project shall be retained by the PORT for three years after the WSDOT's written notice that the project is complete or the Agreement is terminated. Copies thereof shall be furnished if requested.

6.3 The PORT shall comply with all regulations contained in OMB Circular A-133.

7. TERMINATION

7.1 Neither the PORT nor the WSDOT may terminate this Agreement without the concurrence of the other party. Termination shall be in writing and signed by both parties. If this Agreement is so terminated prior to fulfillment of the terms stated herein, the PORT shall be reimbursed only for actual expenses and non-cancelable obligations, both direct and related indirect, incurred to the date of termination.

8. LEGAL RELATIONS

8.1 The PORT shall comply with all federal, State of Washington laws and regulations, as well as all State of Oregon laws and regulations applicable to the work to be done under this Agreement.

8.2 The PORT shall protect, defend, indemnify, and hold harmless the WSDOT, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, the PORT's work to be performed or performed pursuant to the provisions of this Agreement. The PORT will not be required to indemnify, defend, or save harmless the WSDOT if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the WSDOT. Where such claims, suits, or actions result from concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the PARTY's own negligence. This indemnification shall survive the termination of this Agreement.

9. SUBCONTRACTING

9.1 The PORT will be using the services of David Evans & Associates under a prior Oregon Department of Transportation contract; otherwise, the PORT shall not assign, sublet, or transfer any of the work provided for under this Agreement without prior written approval from the WSDOT. As part of WSDOT's written approval, the WSDOT shall have the authority to review and approve any future PORT consultant agreement (s) prior to execution.

9.2 The PORT shall comply with all federal, Washington state and Oregon state laws and regulations, governing the selection and employment of consultants. The WSDOT reserves the right to appoint a representative to serve on the Consultant Selection Committee, which is comprised of WSDOT, Oregon Department of Transportation, and Southwest Washington Regional Transportation Council.

10. TRAVEL

10.1 Any out-of state travel by the PORT must have prior written approval of the WSDOT to be eligible for reimbursement. Current Oregon Department of Transportation (ODOT) travel regulations and rates, or federal travel regulations and rates, shall apply to all in-state and out of State travel, whichever is more restrictive, for which reimbursement is claimed during the term of this Agreement. Travel within the Portland metropolitan area (defined as the 2000 U.S. Census Portland-Vancouver PMSA) is considered to be in-state travel for purposes of this Agreement.

11. LIABILITY

11.1 No liability shall attach to the WSDOT or the PORT by reason of entering into this Agreement except as expressly provided herein. The work to be done pursuant to this Agreement is not for the benefit of third parties.

12. INDEPENDENT CONTRACTOR

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

13. EQUAL EMPLOYMENT OPPORTUNITY

13.1 The PORT agrees to abide by Oregon state, Washington state and federal laws and regulations with respect to employment. This includes, but is not limited to equal opportunity employment, nondiscrimination assurances, project record keeping, audits, inspection, and retention of records and shall adhere to all of the nondiscrimination provisions set forth in Exhibit B.

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 requirement of applicable law and the intent of this Agreement.

15. DISPUTES, VENUE AND JURISDICTION

15.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The STATE and the PORT shall each appoint a member to a disputes board, these two members shall select a third member not affiliated with either agency. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any

litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member.

15.2 In the event that a Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT the Parties hereto agree that any such action or proceedings shall be brought in the Federal District Court, located in Tacoma, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

THE PORT OF PORTLAND

By: _____

Title: Executive Director

Date: 4/15/05

APPROVED AS TO LEGAL SUFFICIENCY
FOR THE PORT OF PORTLAND

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

By: _____

Title: R.A.

Date: 4-28-05

APPROVED AS TO FORM:

Date: 3-31-05

By: _____
Assistant Attorney General

GCA 3987
EXHIBIT "A"
Freight Data Collection – Phase II Work Program

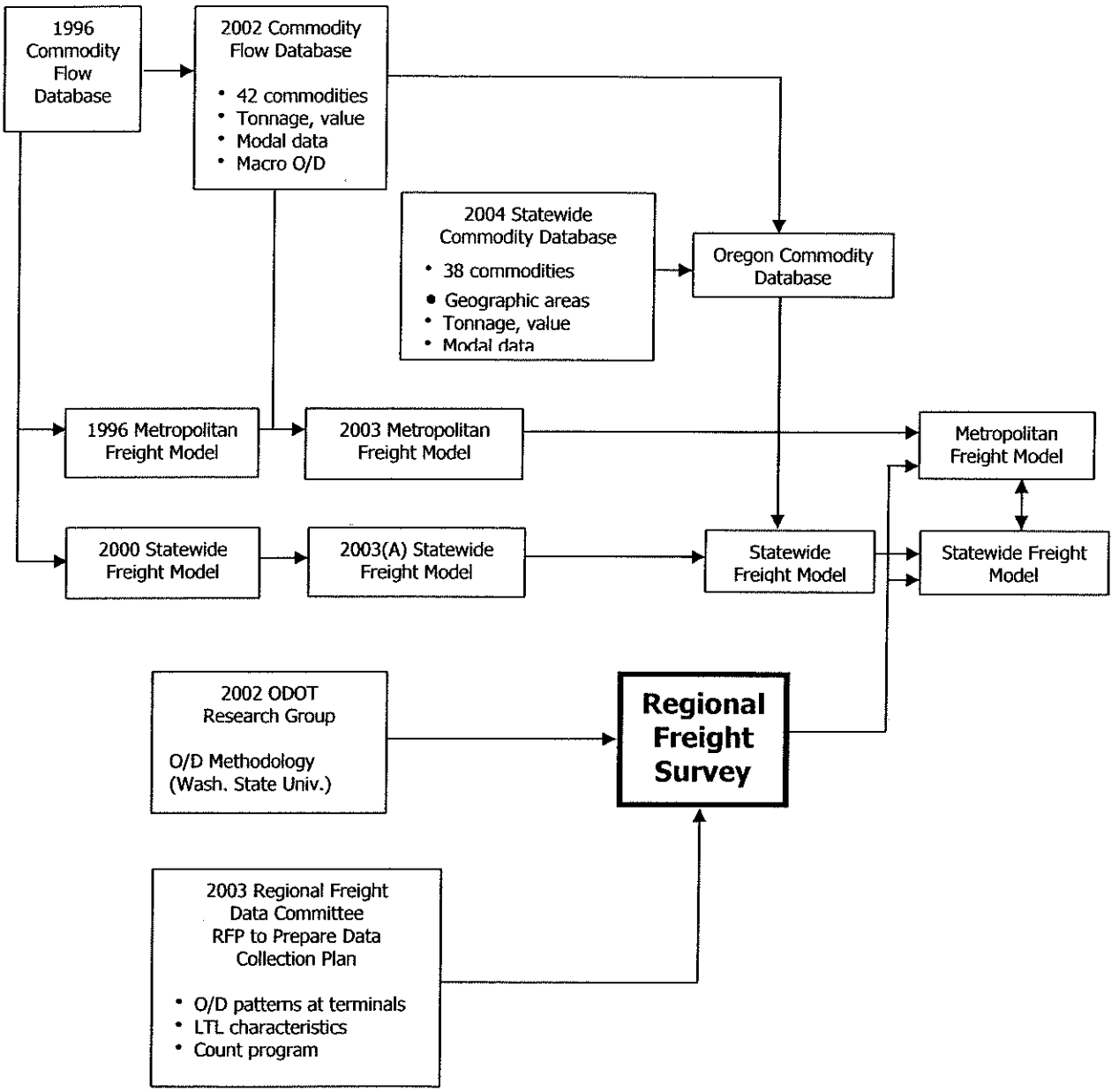
The Port of Portland (PORT) shall be the lead agency managing the Freight Data Collection – Phase II project.

Primary Objectives

The primary project objectives of the Freight Data Collection – Phase II project are as follows:

A. Collect vehicle classification counts to better calibrate Metro's truck model.
B. Conduct intercept surveys at key locations and/or use other data collection methods to obtain origin-destination, route and other freight movement information.
C. Combine the results from objectives A and B with additional freight data from existing sources to identify truck and commodity movement (volumes, origins/destinations, route choice and freight facility flow) in the Region (defined as the 2000 U.S. Census Portland-Vancouver PMSA).
D. Propose a long-term regional truck count program.

Figure 1. Freight Data Collection and Modeling Projects in the Portland-Vancouver metropolitan area and State of Oregon



Need for Project

The Region has invested time and resources to better understand freight movement. Collecting the type of data outlined above shall enhance the value of the earlier work.

The freight modeling done in the Region is based in part on commodity flow information. The commodity flow database provides information on commodity volumes by mode and supplies data on truck load factors. However, the database only shows whether the freight is moving in, out, within, or through the Region. Some of the data indicates a general direction of travel (north, south, east, west), but cannot offer any greater specificity. By collecting information on

trip ends, the understanding of freight travel patterns in the Region and the value of the commodity flow data shall be greatly improved.

Knowing specifics about commodity movements, such as their origin/destination, specific load factors, and patterns of transshipping/reloading shall add geographic specificity to the regional and state travel forecasting models. With this addition, the models can be used to help identify existing bottlenecks and predict key corridors for future investments to increase business productivity.

This would be a significant improvement because the Region bases its decisions about funding transportation projects in large part on the results of the modeling. More and better information about truck movements shall enhance the ability of freight projects to compete for funding and shall also lead to better freight planning.

Project Tasks

The PORT is the lead agency for the work, but overall direction shall be provided by a multi-agency Technical Team and a PORT-staffed Project Team.

Task 1: Review existing data

- Freight Data Collection Project Phase I Final Report (2003, Port of Portland (PORT))
- Logistics Surveys (2003, PORT)
- Freight Users/Shippers Logistics Interviews Interstate 5 Corridor (1999, ODOT)
- Oregon Statewide Commodity Flow Report (anticipated 2004, ODOT)
- Regional Commodity Flow Update (PORT)
- Metro area freight facility partial database (2002, PORT)
- ES202 (Oregon Employment Department data by SIC code) (Metro)
- Existing Traffic Counts (PORT, Metro, RTC and ODOT)
- Regional Transportation Plan (2000, Metro)
- Metropolitan Transportation Plan (RTC)
- Local TSPs as needed (project partners)
- Metro's truck model network (Metro)
- FHWA Freight Analysis Framework (FHWA, PORT to provide)
- Lower Mainland (Vancouver)

Task 2: Review and make recommendations for improving Metro's truck model
Metro's regional truck model shall be reviewed to identify:

1. Potential areas of improvement, such as the modeling of less-than-truckload trips.
2. Data that should be collected in Tasks 6 and 7 to best inform the model.
3. Count locations that would enhance the model's accuracy, recognizing that these locations should be strategic and comprehensive.

Deliverables:

1. Written report or memorandum recommending model changes, data needs, and count locations.

2. Ongoing advice regarding Metro's truck model update.

Task 3: Prepare preliminary list of data needs
A preliminary list of data needs based on Tasks 1 and 2 shall be prepared that includes at least the following information for truck trips as available:

1. Commodity value and weight of truck's contents and type, and route and origin/destination within Multnomah County, Washington County and Clackamas Countyin Oregon and Clark County, Washington
2. Commodity value and weight of truck's contents and type and origin/destination beyond Multnomah County, Washington County and Clackamas County in Oregon and Clark County, Washington
3. Truck type by FHWA category
4. Trucking company performing the work (if obvious from looking at the truck)
5. The type and location of the freight facilities accessed by the trucks
6. Time of day and frequency/seasonality of the truck trips
7. Route choice decision factors for each trip (e.g. perceived traffic bottlenecks, travel time, trip distance) in Multnomah County, Washington County and Clackamas County in Oregon and Clark County, Washington

Deliverables:

1. Memorandum containing a preliminary list of data needs.
2. Meeting with Technical Team to refine list of data needs.
3. Memorandum containing a refined list of data needs.

Task 4: Develop data gathering methodology
Based on Tasks 1 through 3, a data collection methodology shall be proposed to the Technical Team that includes a rationale for the methodology, proposed survey locations or survey distribution (as applicable) and other specifics of the data collection plan relevant to the methodology and a proposed schedule.
Vehicle count locations shall include, but need not be limited to, all intercept (and other applicable) survey sites. The methodology shall include a discussion of quality control measures for the vehicle counts.

Data shall be collected at the following types of freight facilities in Multnomah County, Washington County and Clackamas County in Oregon and Clark County, Washington:

a. Manufacturing plants
b. Domestic intermodal yards
c. Reload/Transload facilities, including for third-party logistics providers
d. Truck, marine, rail, pipeline, and air terminals
e. Warehouse and distribution facilities, including for third-party logistics providers
f. Weigh stations

Deliverables:

1. Draft memorandum describing the data needs and the recommended methodologies for obtaining that data, including a rationale for the recommendation and a proposed schedule

and count and survey location (or distribution) list, submitted to the Project Manager for review by the Technical Team.

2. Final memorandum describing the data needs and the recommended methodologies for obtaining that data, including a justification for the recommendation and a proposed schedule and count and survey location list.

Task 5: Collect data through surveys

Task 5A: Develop data collection process
A data collection process shall be developed, including survey instrument(s) for the intercept and any other surveys proposed, and shall be submitted to the Technical Team. The PORT shall prepare the final survey form.

Deliverable:
1. Draft data collection instruments
2. Final data collection instruments, incorporating Technical Team comments.

Task 5B: Identify and train intercept staff
Where surveys are used, intercept surveyors shall be identified and trained to collect data using the survey form.

Task 5C: Conduct surveys
The data shall be collected in adherence with the locations and schedule approved by the Technical Team in Task 4. The PORT shall process all completed surveys (if used) and shall clean the data and provide both the raw data and frequencies.

Deliverable:
1. Completed surveys

Task 5D: Document survey efforts
Tasks 5A through 5C shall be documented, their effectiveness assessed in a written report, and presented it to the Technical Team once the data collection is complete.

Deliverables:
1. Draft written summary report
2. Final written summary report

Task 6: Collect vehicle classification counts
24-hour video vehicle classification counts shall be conducted at approximately 250 to 300 locations in Multnomah County, Washington and Clackamas County in Oregon and Clark County, Washington. Vehicle classification shall adhere to the Federal Highway Administration 13-Category Classification System.

Deliverables:

1. Electronic count data in a format agreed upon by the Technical Team. The data shall include, at a minimum, counts and sketches of their locations.
2. Excel file containing a summary of the count locations and characteristics, and the dates taken.

Task 7: Data synthesis and analysis

Task 7A: Summarize and present vehicle count results
Vehicle count results from Task 6 shall be summarized and presented to the Technical Team to communicate the characteristics of truck volumes and commodity movement.

Deliverables:
1. Graphics to illustrate the results of the traffic counts. These graphics shall be identified with input from the Technical Team and shall include, but not be limited to:
   - Truck and total volume counts on up to 20 key routes
   - Extended Study Area volume snapshots at up to 10 times of day
   - Volume profiles at key locations by time
   - Graphical representation of all counts
2. Draft written report summarizing the intercept survey results.
3. Presentation of summary to the Technical Team and a final written report.

Task 7B: Perform analysis
An analysis of information gathered in Tasks 5 and 6 shall be performed to interpret the results of the intercept (and/or other) surveys, other data collection methods and the vehicle classification counts.

Deliverable:
1. Draft analysis report.

Task 7C: Respond to Phase I and other identified needs
Freight Data Collection – Phase I included a series of interviews with key regional stakeholders, in which they identified specific freight data needs and questions. These questions and needs, identified in Tasks 2 and 3, shall be responded to, and areas for future study shall be identified.

Deliverables:
1. Meeting with Technical Team to review freight data needs and refine questions.
2. Draft report combining information from this task with the revised report from Tasks 7A and 7B.
3. Final report
4. Presentation to Technical Team.

Task 8: Develop regional truck count program
A truck count program to update the Portland metropolitan region's traffic volume database (including by vehicle class) at least every three years shall be proposed. The program shall

discuss methods for updating the database including collection techniques, schedule, and the costs associated with each method, and shall recommend a course of action.

Deliverables:
1. Draft report.
2. Revised final report.

Task 9: Prepare interface for querying data
A user-friendly database interface for querying data gathered in Tasks 5 and 6 shall be developed. Staff within project-sponsoring agencies should be readily able to query the data for use in future planning and research projects.

Deliverables:
1. User interface.

Task 10: Prepare summary report
A final report summarizing Tasks 2 through 9 shall be developed. The final report shall include an executive summary. A draft report for Technical Team review shall be prepared. These comments shall be incorporated into a final report. An executive summary PowerPoint presentation, including speaker notes, which shall be used to present to transportation funding decision makers and partner transportation provider agencies, shall be prepared.

Deliverable:
1. Draft Summary Report, including an Executive Summary.
2. Final Summary Report, including an Executive Summary.
3. PowerPoint Executive Summary Presentation.

Task 11: Make formal presentations to select audiences
Presentations shall be made to the following groups:
1. PORT Commission
2. Metro's Joint Policy Advisory Committee on Transportation
3. Metro's Transportation Policy Advisory Group
4. Oregon Freight Advisory Committee
5. Regional Transportation Council's Regional Transportation Advisory Committee

Deliverable:
1. Five individual presentations, given during not more than four separate trips to the Portland metropolitan area.

GCA 3987
EXHIBIT "B"
Title 6, Civil Rights Act of 1964

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

1) Compliance With Regulations: The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, hereinafter referred and made a part of this Agreement.

2) Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-11 of the Regulations.

3) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurements for materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Transportation Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a) Withholding of payment to the Consultant under the contract until the consultant complies, and/or

b) Cancellation, termination, or suspension of the contract, in whole or in part.

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