

LOCAL AGENCY
PERSONAL SERVICES CONTRACT

Project Name Neighborhood Rideshare ODOT/County Bridge # _____ ODOT Key # 06898

This contract is between the City of Portland acting by and through its Elected Officials, hereafter called Agency, and East Portland District Coalition (EPDC) hereafter called Contractor. Agency's supervising representative for this contract is _____

Effective Date and Duration
This contract shall become effective on December 30, 1995 (or on the date at which every party has signed this contract, and when required, the Oregon Department of Transportation (ODOT) has concurred with this contract, or whichever date is later). This contract shall expire, unless otherwise terminated or extended, on December 30, 1997.

Statement of Work
(a) The statement of work is contained in EXHIBIT A attached hereto and by this reference made a part hereof.
(b) The delivery schedule for the work is identified in EXHIBIT A.

Consideration
(a) Agency agrees to pay Contractor a sum not to exceed \$ 68,000.00 for accomplishment of the work, including any allowable expenses.
(b) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.

Travel and other expenses
Reimbursement of travel and other expenses is allowed only in accordance with State of Oregon, Oregon Accounting Manual General Travel Rules effective at the time of contract execution and as further defined in Exhibit A.

Amendments
The terms of this contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

Terms and conditions listed on backside

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): East Portland District Coalition Address: 1917 SE 122nd Avenue
Social Security #: _____ Portland OR 97233-1303
Federal Tax ID #: 93-0959838 State Tax ID #: 094504-87

Citizenship: Nonresident alien Yes No
Business Designation (check one): Individual Sole Proprietorship Partnership
 Estate/Trust Corporation Public Service Corporation Governmental/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer ID number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions (listed on the front and backside and made part of this contract by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and hereby certify I am an independent contractor as defined in ORS 670.600. As noted in No. 21 of the Standard Contract Provisions, Contractor certification and signature apply to Exhibits D and E as appropriate.

Approved by Contractor: [Signature] President, EPDC 12/28/95
Signature/Title Date

AGENCY AND OTHER SIGNATURES

Approved by Agency: _____
Agency Representative/Title Date
Frank Hudson 1-9-96
Agency Legal Counsel Date

Concurrence by the Oregon Department of Transportation
Manager, Program Section _____ Date _____

**LOCAL AGENCY
STANDARD CONTRACT PROVISIONS FOR PERSONAL SERVICES (NON-PERS MEMBERS)**

1. Retirement System Status

Contractor is not a contributing member of the Public Employees' Retirement System and is responsible for any federal or state taxes applicable to any compensation or payments paid to contractor under this contract. Contractor is not eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or workers compensation except as a self-employed individual.

2. Effective Date and Duration

The passing of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

3. Government Employment Status

If this payment is to be charged against federal funds, Contractor certifies it is not currently employed by the federal government.

4. Subcontracts and Assignment

Contractor shall not enter into any subcontracts for any of the work scheduled under this contract or assign or transfer any of its interest in this contract without the prior written consent of the Agency. Subcontracts exceeding \$10,000 in cost shall contain all required provisions of the prime contract.

5. Dual Payment

Contractor shall not be compensated for work performed under this contract by any other Department of the State of Oregon or Agency.

6. Funds Available and Authorized

Agency certifies at the time of contract execution that sufficient funds are available and authorized for expenditure to finance costs of this contract within the Agency's appropriation or limitation. Contractor understands and agrees that Agency's payment of amounts under this contract attributable to work performed after the current legislatively approved budget is contingent on Agency receiving sufficient appropriations, limitations or other expenditure authority from the Oregon Legislative Assembly. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority, Agency may terminate this contract, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

7. Termination

(a) This contract may be terminated by mutual consent of both parties, or by the Agency upon 30 days' notice in writing and delivered by certified mail or in person.

(b) Agency may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the Agency, under any of the following conditions:

- (i) If Agency funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
- (ii) If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- (iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked or not renewed.

Any such termination of this contract under subparagraphs 7(a) or 7(b) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

(c) The Agency may terminate the whole or any part of this agreement by written notice of default (including breach of contract) to the Contractor:

- (i) If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof, or
- (ii) If the Contractor fails to perform any of the other provisions of this contract or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the Agency, fails to correct such failures within 10 days or such other period as the Agency may authorize.

The rights and remedies of the Agency provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

8. Access to Records

Agency, the Secretary of State's Office and the Department of Transportation of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by Agency.

9. State Tort Claims Act

Contractor is not an officer, employee or agent of the State of Oregon or Agency as those terms are used in ORS 30.265.

10. Compliance with Applicable Law

Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract, including those on EXHIBIT B which Rev. 11/9/95

is attached hereto and by this reference made a part hereof. Contractor agrees the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.733 shall apply to and govern the performance of this contract. Contractor shall certify compliance with ORS 670.600, as set forth in EXHIBIT C which is attached hereto and by this reference made a part hereof.

11.a. Indemnity - Claims for Other than Professional Liability

Contractor shall defend, save and hold harmless the State of Oregon and Agency, their officers, agents and employees from all claims, suits or actions of whatsoever nature, including intentional acts resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement.

11.b. Indemnity - Claims for Professional Liability

Contractor shall defend, save and hold harmless the State of Oregon and Agency, their officers, agents and employees, from all claims, suits or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and subcontractors, agents or employees in performance of professional services under this agreement.

12. Insurance

EXHIBIT B is hereby referenced and made a part of this contract.

13. Ownership of Work Product

All work products of the Contractor which result from this contract are the exclusive property of the Agency.

14. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336) including Title II of that Act, ORS 659.425 and all regulations and administrative rules established pursuant to those laws.

15. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

16. Execution and Counterparts

This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

17. Force Majeure

Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance or its obligations under the contract.

18. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

19. Errors

The contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

20. Waiver

The failure of the Agency to enforce any provision of this contract shall not constitute a waiver by the Agency of that or any other provision.

21. Other Requirements

When federal funds are involved in this contract, Contractor certification and signature apply to Exhibits D and E.

22. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court of the State of Oregon.

Merger Clause:

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE IF MADE SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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ATTACHMENTS

EXHIBIT A
Part 1 of 3
WORK PROGRAM AND SCHEDULE

PHASE I: START-UP SERVICES

EPDC will hire a part-time rideshare coordinator (Coordinator), secure donated office space within the neighborhood, and complete initial start-up activities such as securing computer, fax, software, paper and normal office supplies and equipment. In addition, EPDC will ensure provision of an installed dedicated telephone line with voice mail and separate fax line if needed. The Coordinator will contact Tri-Met rideshare staff to make arrangements for ongoing assistance with carpool matching.

Start up arrangements will be made on the following timeline:

- | | | |
|----|---|--------------|
| A. | Part-time Rideshare Coordinator hired | Dec 15, 1995 |
| B. | Office secured, telephone and other equipment and supplies in place | Dec 15, 1995 |

PHASE II: ADVISORY COMMITTEE

EPDC will form an advisory committee of community people interested in ridesharing and transportation issues. The advisory committee will meet at least bi-monthly to advise the Coordinator on program design, continually review the program, and make recommendations for improvement. The Coordinator will develop policies, procedures, and a specific schedule of timeliness and review periods for advisory committee activities.

The advisory committee will be established on the following timeline:

- | | | |
|----|-----------------------------------|---------------|
| A. | Advisory Committee selected | Dec. 30, 1995 |
| B. | Tasks defined, procedures defined | Dec. 30, 1995 |
| C. | Meetings scheduled | Dec. 30, 1995 |

PHASE III: ONGOING ACTIVITIES

1. STAFFING

EPDC will staff a rideshare matching telephone on a regular, convenient schedule, work with Tri-Met to match ridesharers, coordinate marketing and promotion efforts, prepare regular activity reports and staff the neighborhood rideshare advisory committee. A dedicated phone line will be staffed during regular and convenient hours to take rideshare matching requests. Voice mail must be made available during nonstaffed hours.

2. TARGETED PROMOTION

EPDC will focus on carpool formation for the following trips: neighborhood to work, neighborhood to shopping/church, neighborhood to school, neighborhood to MAX, neighborhood to social activity and neighborhood to destination and return by Tri-Met. EPDC will further refine the groups and geographic areas to serve as the program Project brochure develops.

EPDC will conduct outreach and promotion on the following timeline:

- | | | |
|----|---|-------------------------------------|
| A. | Transportation alternatives forum | Spring 1996 and 1997 |
| B. | Meetings of EPDC members and organizations | To be determined |
| C. | Small group meetings of neighbors | To be determined |
| D. | Multnomah Cable Television
public access program | At least 6 six times during project |
| E. | Develop project brochure/survey | Feb. 1996 |
| F. | Distribution of brochure to every
EPDC household | Feb. - Mar. 1996 |
| G. | Modify EPDC display to include
rideshare project | Jan 1996 |
| H. | Feature rideshare project in EPDC newsletter | At least six issues |
| I. | Radio and media advertisements | To be determined |
| J. | Additional marketing and promotional activities | As needed |

3. INCENTIVES

Final approval from ODOT and the City is required before any grant funds are spent on rideshare incentives. In the event approval for rideshare incentive expenditures is not received, EPDC will seek donated services and products for rideshare incentives where ever possible.

EPDC will make arrangements for the following incentives to rideshare:

- | | | |
|----|--|--------------------------------|
| A. | Work with Tri-Met and businesses to set aside preferred locations for carpool parking at park and ride lots and businesses | Jan 1996-ongoing |
| B. | Review incentives for eligibility of funds with City and ODOT | Beginning Dec.1995 |
| C. | Offer rideshare kit | Jan 1996 (tentative) - ongoing |
| D. | Offer no-cost DEQ inspection | Jan 1996 (tentative) - ongoing |
| E. | Offer maintenance/equipment safety inspections | Jan 1996 (tentative) - ongoing |
| F. | Offer activation of mobile phone | Jan 1996 (tentative) - ongoing |
| G. | Offer neighbors finder reward | Jan 1996 (tentative) - ongoing |
| H. | Offer carwash coupon | Jan 1996 (tentative) - ongoing |
| I. | Offer other incentives as budget permits | Jan 1996 - ongoing |

4. PROGRAM EVALUATION

EPDC will keep records of all marketing and promotion efforts, rideshare queries and match outcomes. EPDC will provide the City with monthly written reports of promotion efforts, the number of successful matches and an estimate of vehicles miles not traveled. EPDC will survey program participants to determine their responses and attitudes to the project's efforts. Before and after counts of auto occupancies at selected locations may be conducted as appropriate.

- | | | |
|----|--|---------------------|
| A. | Monthly reports due to the City | Beginning Dec 1995 |
| B. | Develop program participant survey instrument | Dec 1996 |
| C. | Schedule program participant survey distribution | Jan 1996 |
| D. | Develop and distribute other surveys | As needed |
| E. | EPDC will use GIS to determine successful matches and calculate estimate of miles not traveled | Beginning June 1996 |

Task #1 Events

- A. Advisory Committee
- B. Alternatives Forum
- C. NA Meetings
- D. SM Grp Meetings

Task #2 Information/Outreach

- A. Project Brochure
- B. Community Notification
- C. Exhibit/Display
- D. EPDC Newspaper
- E. Database/Matching
- F. Rideshare Hotline
- G. MCTV Outreach
- H. Marketing & Promo

Task #3 Incentive Program

- A. Parking Coupons
- B. Bus Passes
- C. Rideshare Kit
- D. DEQ Inspection
- E. Maintenance Inspc.
- F. Mobile Telephone
- G. Neighborhood Delivery
- H. Neighborhood Reward
- I. Neighborhood Carwash

Task #4 Coordination

Task #5 Long-Term Funding

Task #6 Project Evaluation

Task #7 Contract/Project Admin.

PROJECT MONTH →	1	2	3	4	5	6	7	8	9	10	11
PROJECT PHASE →	---ONE--- ---TWO---										

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LOCAL AGENCY CONTRACT

EXHIBIT A

Part 2 of 3Unit Price
Consideration

- A. The compensation for work accomplished under this contract shall not exceed a maximum of \$18,000 without prior written approval of Agency. Contractor agrees to perform all services on the basis of Contractor's unit price amounts detailed in this exhibit.
- B. Progress payments will be made to Contractor over the period of the contract upon receipt of the Contractor's billing statement. Bills for services shall show the dates, persons or classifications, and billing rates and must detail the nature of the work done by each. Nonlabor costs must be fully itemized. All bills and other forms of claims for payment must be submitted in duplicate no more than once per month to Agency's Project Manager for approval by Agency. Agency shall review and approve, as appropriate, all billings received from Contractor. Approved billings shall be paid directly to Contractor by Agency. Failure to present claims in proper form within 60 days after the end of the month in which the work is performed shall constitute a waiver on the part of Contractor to present such claim thereafter or to receive payment therefore. In the event the preliminary engineering (PE) contract is amended to include construction engineering (CE) work, Contractor will be required to submit PE and CE billings separately and clearly note the type of work covered in the billing period (PE or CE.) All PE billings must be submitted within 60 days after construction contract letting date. No PE costs can be incurred after the construction letting date. (Agency shall forward all approved billings to ODOT's liaison person for reimbursement to Agency. ODOT shall submit all claims for federal participation to FHWA. ODOT shall make payment of all approved billing statements in accordance with ORS 293.462.)
- C. Payment for work accomplished shall be those costs allowable under the provisions of 48, CFR 31 (Federal Acquisition Regulations).
- D. Contractor is responsible to complete all work as defined in the statement of work to the satisfaction of the Agency. If Contractor expends all time and funds but services and products are not satisfactory, Contractor is responsible to complete work to Agency's satisfaction without further compensation.

Agency shall allow appropriate increases in agreed maximum amount should any substantial approved increase occur in the scope, character, schedule or complexity of services as outlined in the Statement of Work in EXHIBIT A. Contractor must have written approval of Agency and ODOT concurrence prior to commencing any such work. Moreover, Contractor shall not incur costs in excess of the maximum amount of such cost stated in this section unless an increase in such maximum amount is allowed by Agency and ODOT.

Any such increase in the maximum amount shall be the subject of a supplemental contract to be negotiated between Agency and Contractor.

- E. Payment for extra work performed under this contract shall be paid as agreed to by the parties hereto in writing at the time extra work is authorized.
- F. Agency reserves the right to withhold final payment equal to five percent (5%) of the total contract amount until all required work is completed and accepted by the Agency.
- G. Final payment of any balance due Contractor will be made promptly upon verification of completion and acceptance of the work by Agency. ODOT, Agency, or their duly authorized agents, may audit Contractor's records prior to payment of the final billing. In no event shall the adjusted costs exceed the maximum amount specified above without a contract amendment.

TRAVEL AND OTHER EXPENSES

The Agency and the State of Oregon shall allow travel only when it is essential to the normal discharge of Contractor's responsibilities. All travel shall be conducted in the most efficient and cost-effective manner, must comply with all requirements set forth in this contract and must be for official contract business only. Personal expenses shall not be authorized at any time.

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Travel expenses shall be reimbursed only in accordance with rates in the General Travel Rules in the Oregon Accounting Manual in effect at the time of contract execution. These rates are identified below:

1. Mileage for travel in a private automobile, during the course and scope of contractually required duties and driving over the most direct and usually traveled route, will be reimbursed at a rate of 25 cents per mile. Contractor must hold a valid driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by 1) the Oregon Financial Responsibility Law (ORS 806.060) or 2) the jurisdiction in which the vehicle is being operated, whichever is greater. No mileage reimbursement will be paid for the use of motorcycles or mopeds.
2. Per diem expense for a twenty-four (24) hour period will be paid at current state management rates (\$66.00 per day), adjusted by \$1.00 per hour for each hour over or under a full twenty-four (24) hour period.
3. Current individual rates for meals and lodging are as follows:

Breakfast	\$ 6.50
Lunch	\$ 6.50
Dinner	\$13.00
Lodging	\$40.00

(Unless lodging is identified as higher within the Oregon Accounting Manual, General Travel Rules, Exhibit C: Maximum Per Diem Rates for Travel within the State of Oregon.)

Breakfast and dinner expenses shall be reimbursed only when overnight travel is required or when Contractor, while acting within the course and scope of contractually required duties is required to travel more than two (2) hours: 1) before the start (for breakfast expense reimbursement) or 2) after the end (for dinner expense reimbursement), of Contractor's regular workday (8:00 a.m. to 5:00 p.m.). Lunch expense is reimbursable only if the Contractor, while acting within the course and scope of contractually required duties under this contract, is required to travel overnight and begins the journey before 11:00 a.m. or ends the journey after 11:00 a.m. Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while performing contractually required services.

Contractor must obtain written approval of Agency and ODOT, when necessary prior to incurring any other expenses for which reimbursement will be sought.

4. In addition to meals and lodging, out-of-state travel expenses will be reimbursed for airfare and rental vehicles only when Contractor is acting within the course and scope of contractually required duties. Receipts are required for all out-of-state travel expenses. Contractor representatives will fly coach class unless Contractor personally pays the difference. Contractor representatives are limited to a mid-size rental vehicle unless Contractor personally pays the difference.

EXHIBIT A

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Part 3 of 3

CORPORATIONS

FOR UNIT PRICE ESTIMATES

SUMMARY OF ESTIMATE FOR SERVICES

<u>Personnel</u>	<u>Hours</u>	<u>Billing Rate</u>	<u>Estimated Cost</u>
Rideshare Coordinator	2088	\$15.50	\$32,364
Executive Director	125	\$23.52	\$ 2,940
Office Manager	250	\$15.06	\$ 3,765
Outreach Specialist	208	\$20.08	\$ 4,177

Includes benefits of 18% of base salary for full time staff only.

Subtotal \$43,246

DIRECT NONLABOR COSTS

Travel and Per-Diem (mileage @ 2,250 x \$0.25/mile)	<u>\$ 562.50</u>
Rent Expenses	<u>\$ 0</u>
Reproduction Expenses (graphics & printing)	<u>\$ 3,750</u>
Computer Expenses	<u>\$ 0</u>
Communications	<u>\$ 840</u>
Outside Consultants (firm name and service)	
Marketing and Promotion	<u>\$ 4,675</u>
Other (specify)	
Office Supplies	<u>\$ 300</u>
Postage	<u>\$ 6,000</u>
Program Incentives	
Rideshare kits (100 @ \$12 ea)	<u>\$ 1,200</u>
DEQ inspection (100 @ \$10 ea)	<u>\$ 1,000</u>
Maintenance inspect. (100 @ \$25 ea)	<u>\$ 2,500</u>
Neighborhood finders reward (\$100 @ \$10 ea)	<u>\$ 1,000</u>
Carwash coupons (800 @ \$3 ea)	<u>\$ 2,400</u>

Subtotal \$24,227.50

TOTAL ESTIMATE \$67,473.50
TOTAL NOT TO EXCEED \$68,000.00

Part 3 of 3

CORPORATIONS

FOR UNIT PRICE ESTIMATES

BREAKDOWN OF BILLING RATES AND
DIRECT NONLABOR COSTSBILLING RATES

<u>Personnel</u>	<u>Pay Rate</u>	<u>Overhead</u>	<u>Profit</u>	<u>Billing Rate</u>
Rideshare Coordinator	\$15.50	\$0.00	\$0.00	\$15.50
Executive Director	\$19.93	\$3.54	\$0.00	\$23.52
Office Manager	\$12.76	\$2.30	\$0.00	\$15.06
Outreach Specialist	\$17.02	\$3.06	\$0.00	\$20.08

*Includes benefits of 18% of base salary for full time staff only.

DIRECT NONLABOR COSTS

Travel and Per Diem:

Per diem - <u>0</u> days at \$ <u>0.00</u> /day	\$ <u>0</u>
Air travel - <u>0</u> trips at \$ <u>0</u>	\$ <u>0</u>
<u>1</u> cars at \$ <u>0.00</u> at \$0.25/mile (X 2,250 miles)	\$ <u>562.50</u>
Total	\$ <u>562.50</u>

Rent expense:

Office rent - \$ <u>0.00</u> per month for <u>48</u> months	\$ <u>0</u>
Equipment rental - \$ <u>0.00</u> per month for <u>0</u> months	\$ <u>0</u>
Total	\$ <u>0</u>

LOCAL AGENCY CONTRACT

**EXHIBIT B
(NON-PERS MEMBER)
PERSONAL SERVICES CONTRACT**

COMPLIANCE WITH APPLICABLE LAW

279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:

(1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (Amended by 1953 c.131 §3; 1957 c.586 §14; 1965 c.26 §1; 1969 c.493 §76)

279.314 Condition concerning payment of claims by public officers. (1) Every public contract shall also contain a clause or condition that, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

(2) The payment of a claim in the manner authorized in this section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. (Amended by 1981 c.712 §5)

279.316 Condition concerning hours of labor. (1) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

(2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. (Amended by 1967 c.167 §1; 1979 c.6 §1; 1989 c.672 §1)

279.320 Conditions concerning payment for medical care and providing workers' compensation. (1) Every public contract shall also contain a condition the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of such contractor or all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(2) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017. (Amended by 1967 c.359 §687; 1981 c.712 §6; subsection (2) enacted as 1989 c.684 §3)

EXHIBIT C
CORPORATION OR INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

CORPORATION CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify under penalty of perjury that entity is a corporation.

Signature Jay L. Collier Date 12/28/95 Entity East Portland District
Coalition (EPDC)

If entity is not a corporation, Agency and Contractor complete the remainder of this form.

ORS 670.600 Independent contractor; standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. Agency certifies the contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

Agency Signature _____ Date _____

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or farm Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:
 - _____ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - _____ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - _____ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - _____ D. Labor or services are performed only pursuant to written contracts;
 - _____ E. Labor or services are performed for two or more different persons within a period of one year; or
 - _____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature _____ Date _____

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EXHIBIT D

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract.

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

AGENCY OFFICIAL CERTIFICATION

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT E

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

- | | |
|---|---|
| <ul style="list-style-type: none"> 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency; 2. Have not within a three-year period preceding this proposal been convicted of or | <p>had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement,</p> |
|---|---|

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theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the

certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 378-6563) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.

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7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction

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be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agreed by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency

with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees,

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without written consent of the public employer of such person.

3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. **Compliance with Regulations.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall 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, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. **Solicitation for Subcontractors, including Procurement of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. **Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act).** During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
 - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. **Information and Reports.** Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.

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5. **Sanctions for Noncompliance.** In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. **Incorporation of Provisions.** Contractor will include the provisions of paragraph 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 23 or as may be amended (49 CFR 23), Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the Oregon Department of Transportation (Department) that Disadvantaged Business Enterprises as defined in 49 CFR 23 shall have the maximum opportunity to participate in the

performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR 23 apply to this contract.

DBE Obligations. Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts.

The DBE Policy Statement shall be included in all subcontracts entered into under this contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms certified by the Executive Department, State of Oregon may be utilized to satisfy this obligation.

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CONTRACTOR'S DBE CONTRACT GOAL**DBE GOAL 0 %**

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045.

Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS—PRIMARY COVERED TRANSACTIONS**

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Agency's determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Agency determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Agency may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Agency to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Agency's

to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency entering into this transaction.

7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Agency entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Agency may terminate this transaction for cause or default.

**ADDENDUM TO FORM FHWA-1273, REQUIRED
CONTRACT PROVISIONS**

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agreed by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Employment

- A. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Agency shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. Contractor shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of this contract, in the employ of Agency, except regularly retired employees, without written consent of the public employer of such person.
- C. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Agency shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

Nondiscrimination

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

- A. **Compliance with Regulations.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Agency of Transportation relative to nondiscrimination in Federally assisted programs of the Agency of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race,

creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

- B. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
- C. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
- (1) Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
 - (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- D. Information and Reports. Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Agency, ODOT, or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.

- E. **Sanctions for Noncompliance.** In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Agency shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- (1) Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - (2) Cancellation, termination, or suspension of the agreement in whole or in part.
- F. **Incorporation of Provisions.** Contractor will include the provisions of paragraph A through F of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Agency or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, Agency may, at its option, enter into such litigation to protect the interests of Agency, and, in addition, Contractor may request Agency to enter into such litigation to protect the interests of the Agency.

Disadvantaged Business Enterprise (DBE) Policy

In accordance with Title 49, Code of Federal Regulations, Part 23, or as may be amended (49 CFR 23), Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the Oregon Department of Transportation (Department) that Disadvantaged Business Enterprises as defined in 49 CFR 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR 23 apply to this contract.

DBE Obligations. Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary

and reasonable steps in accordance with 49 CFR 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts.

The DBE Policy Statement shall be included in all subcontracts entered into under this contract.

Records and Reports. Contractor shall provide monthly documentation to Agency that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Agency and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Agency the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Agency.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Agencies.

DBE Definition. Only firms certified by the Executive Department, State of Oregon may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0%

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045.

Lobbying

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal

contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DBE Program Policy

DBE Program Policy: It is the policy of the Oregon Department of Transportation (ODOT), its recipients and contractors to provide Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 23 and the Transportation Assistance Acts of 1982 and 1987, with maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

Good Faith Efforts: To determine whether a consultant who has failed to meet the assigned goal may receive the contract, ODOT must decide whether the efforts put forth by the consultant were good faith efforts toward meeting the goal. Consultants failing to meet the assigned goal must include documentation of their good faith efforts in performing the following:

- a. The consultant attended any presolicitation or prebid meetings that were scheduled to inform disadvantaged, minority, or women business enterprises of contracting and subcontracting opportunities on the project;
- b. The consultant identified and selected specific economically feasible units of the project to be performed by disadvantaged, minority, or women business enterprises to increase the likelihood of participation by such enterprises;
- c. The consultant advertised in general circulation, trade association, minority and trade oriented, women-focus publications, if any, concerning the subcontracting;
- d. The consultant provided written notice to a reasonable number of specific disadvantaged, minority, or women business enterprises, identified from a list of certified disadvantaged, minority, or women business enterprises provided or maintained by the Department; for the selected subcontracting in sufficient time to allow the enterprises to participate effectively;
- e. The consultant followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested;
- f. The consultant provided interested disadvantaged, minority, or women business enterprises with adequate information about the plans, specifications and requirements for the selected subcontracting;
- g. The consultant negotiated in good faith with the enterprises, and did not without justifiable reason reject any disadvantaged, minority, or women business enterprises;
- h. Where applicable, the consultant advised and made efforts to assist interested disadvantaged, minority, or women business enterprises in obtaining bonding, lines of credit, or insurance required by the Department or contractor;
- i. The consultant's efforts to obtain disadvantaged, minority, or women business enterprise participation were reasonably expected to produce a level of participation sufficient to meet the goals or requirements of the Department; and
- j. The consultant used the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Advocate for Minority and Women Business that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises.

RECYCLING

As required by ORS 279.555, in the performance of this contract the contractor shall use recyclable products to the maximum extent economically feasible in performance of the contract work set forth in this document.

INSURANCE

During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, and as defined by ORS 656.027);

2. Required by Agency Not required by Agency

General Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that the State of Oregon, Department of Transportation, City of Portland, Oregon and their divisions, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract:

3. Required by Agency Not required by Agency

Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. Required by Agency Not required by Agency

Professional liability insurance with a combined single limit of not less than \$1,000,000 each claim incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

5. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the Agency.
6. Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the Agency at the time contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause. Insuring companies or entities are subject to Agency acceptance. If requested, complete policy copies shall be provided to the Agency. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

ORDINANCE No. 169718

*Agreement with East Portland District Coalition to provide neighborhood-based rideshare assistance. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The Bureau of Traffic Management requires the assistance of a neighborhood-based organization to develop, promote and implement a community-based rideshare program.
2. A competitive request for proposal process was used to determine selection. In addition, all aspects of the RFP and contract have been reviewed by the State of Oregon for adherence to state consultant selection criteria since State funds are being used to fund this project.
3. Sufficient Oregon Department of Transportation (ODOT) grant and City of Portland match funds have been appropriated in the Bureau of Traffic Management's FY96 Adopted Budget to pay for these services.
4. The agreement has been reviewed and approved by the City Attorney's Office.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Works and the Auditor are hereby authorized to enter into an agreement with the East Portland District Coalition (EPDC) for professional services in an amount not to exceed \$68,000 in accordance with the Agreement attached to the original only of this Ordinance.
- b. The Mayor and Auditor are hereby authorized to draw and deliver warrants chargeable to the Transportation Operating Fund, Bureau of Traffic Management, Parking Management Program, 15928716/3361/521000 when demand is presented and approved by the proper authorities.

Section 2. The Council declares that an emergency exists because delay in executing this agreement will delay the benefits to the City as a result of implementation of the neighborhood rideshare project; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council,
Commissioner Earl Blumenauer
Francie Royce/pd
January 17, 1996

JAN 17 1996

BARBARA CLARK
Auditor of the City of Portland

By 
Deputy

Title

*Agreement with East Portland District Coalition to provide neighborhood-based rideshare assistance.
(Ordinance)

INTRODUCED BY	Filed: JAN 11 1996
Commissioner Earl Blumenauer	Barbara Clark Auditor of the City of Portland
NOTED BY COMMISSIONER	
Affairs	
Finance and Administration	By: <u>Cay Kerschmer</u> Deputy
Safety	For Meeting of: _____
Utilities	
Works <i>EB/jp</i>	ACTION TAKEN:
BUREAU APPROVAL	
Bureau: Traffic Management	
Prepared by Date	
Francie Royce January 17, 1996	
Budget Impact Review:	
-X- Completed — Not Required	
Bureau Head: <i>Robert M. Burchfield</i> Goran Sparrman, Director	

AGENDA		FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
				YEAS	NAYS
Consent <input type="checkbox"/>	Regular <input checked="" type="checkbox"/>	Blumenauer	Blumenauer	✓	
NOTED BY		Hales	Hales	✓	
City Attorney		Kafoury	Kafoury	✓	
City Auditor		Lindberg	Lindberg	✓	
City Engineer		Katz	Katz	✓	