

Misc. Contracts and Agreement  
No. 26760

**PROJECT AGREEMENT**  
**American Recovery and Reinvestment Act of 2009**  
**Union Station Restoration, Phase IIB**

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting through its Department of Transportation, Rail Division, hereinafter referred to as "State", and City of Portland, hereinafter referred to as "City", acting by and through its elected officials, collectively referred to as "Parties".

**RECITALS**

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. Pursuant to ORS 184.617(4) the Department of Transportation shall be the recipient of all federal funds paid to or to be paid the state to enable the state to provide the programs and services assigned to the department.
3. Union Station railroad passenger terminal, located at NW 6th Street and Irving Street, is a part of the regional transportation system. The property owned by the Portland Development Commission and is operated and maintained by the City as specified in the November 3, 1998 agreement between City's Bureau of General Services and PDC attached hereto, marked Exhibit G, and by this reference made a part hereof.
4. Union Station is advantageously situated in Portland's central area, at confluence of multiple transportation modes, and immediately adjacent to a significant redevelopment opportunity of approximately twenty (20) acres. Maintaining Union Station as a passenger rail station and multimodal hub offers the opportunity to knit together the surrounding uses and development opportunities with the multitude of transportation options and the historic station as a unique district anchor and attractive amenity.
5. This important historic transportation facility in downtown Portland is in need of significant renovation. In 2001 City prepared a Facility Assessment and Seismic Work Plan (FASWP), which with subsequent updates, identified approximately \$38 million of needed improvements to this historic facility. The improvements in this Agreement are Phase IIB of the renovation effort to restore the property. The critical renovations to Union Station are necessary to maintain the existing passenger rail

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service, as well as accommodate anticipated improved service and increased ridership.

6. Renovation of Union Station offers the unique combined benefits of the physical repairs to maintain the safety and operability of the passenger station; and the enhancement and promotion of ridership by improving accessibility, presenting a gateway to the city, and making the passenger experience more user-friendly.
7. The American Recovery and Reinvestment Act of 2009, hereinafter referred to as the "ARRA", provides funding for high speed rail infrastructure investment and job preservation and creation.

NOW, THEREFORE, the premises being in general as stated in the foregoing recital, it is agreed by and between the Parties hereto as follows:

#### **TERMS OF AGREEMENT**

1. The City shall replace roofing, repair and replace eaves, gutters, and downspouts, and perform limited seismic upgrades of the Union Station facility hereinafter referred to as "Project" described in the Statement of Work attached hereto, marked as "Exhibit A" and by this reference made a part hereof. ARRA funds will be used for roof repair and replacement, repair and replacement of eaves, gutters and downspouts, and seismic upgrades at the roof level, to areas identified as "Current Phase IIB" on the attached combined roof plan, marked "Exhibit B" and by this reference made a part hereof. ARRA funds will also be used for window and door repair and replacement around the full exterior of the building, and limited additional seismic upgrades as described in Exhibit A.
2. The total Project cost is estimated at \$5,900,000. The Project estimate is subject to change. A portion of the Project shall be conducted as a part of the American Recovery and Reinvestment Act (ARRA) and the Passenger Rail Investment and Improvement Act of 2008 (PRIIA) being administered by the Federal Railroad Administration (FRA). The ARRA funds are limited to a maximum of \$5,900,000. City will not be required to provide a match for the ARRA funds but will be responsible for any non-participating costs, (Project costs not eligible for federal reimbursement), including all costs in excess of the ARRA funds. Non-participating costs are those costs that will not be eligible for federal reimbursement. City shall be responsible for any costs for work City chooses to add that are outside the scope of work determined for the Project.
3. The term of this Agreement will begin upon execution and will terminate upon

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completion of the Project and final payment on September 30, 2030. No ARRA funded invoices will be accepted and no ARRA funded payments will be made after September 30, 2012.

4. This Agreement and Project are conditioned upon City's completion of Phase II outlined in State Agreement Number 24432. If it becomes apparent to the Parties that Phase II will not be completed prior to June 30, 2014, City shall return or reimburse all FRA's ARRA funding, expended to date, to State for repayment to FRA. If it becomes apparent to the Parties that Phase II will not be completed prior to June 30, 2014, City and State will negotiate to amend this Agreement to stop or limit the Project, in order to reduce the necessary repayment to FRA.
5. The federal funding for this Project is contingent upon approval by the FRA and receipt of federal funds by State. Any work performed on Phase IIb prior to written approval by FRA or outside the qualifying scope of work for Phase IIb will be considered non-participating and paid for at City expense.
6. State considers City a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.321, Highway Planning and Construction.

#### STATE OBLIGATIONS

1. State shall enter into a written agreement with the FRA for approval of federal-aid participation in all necessary work for the Project. Project costs dated back to February 17, 2009 will be reimbursed to City, but only to the extent such costs are otherwise appropriate under the following guidelines:
  - a. Allowable cost principles (OMB Circular A-87 (2 Code of Federal Regulation (C.F.R.) Part 225)
  - b. The common grant rule ("Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments", 49 C.F.R. Part 18)
  - c. The High-Speed Intercity Passenger Rail (HSIPR) Guidance, Appendix 3 (identifying Recovery Act and Passenger Rail Investment and Improvement Act (PRIIA) requirements)
  - d. The costs are directly related to the ARRA grant award as outlined in the scope of work reflected in the application submitted and the award made).
  - e. The costs involve either pre-construction activities (preliminary engineering,

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NEPA compliance, or final design) or construction activities that were subject to an environmental determination under NEPA (including section 106 historic preservation reviews and section 4(f)) made by FRA (signed Record of Decision, Finding of No Significant Impact or Categorical Exclusion Determination) prior to the commencement of such construction activities. Projects for which construction activities commenced prior to receipt of an FRA environmental determination under NEPA (including section 106, section 4(f)) are not eligible for ARRA grant funding.

2. This Agreement is contingent upon the execution of the agreement between State and FRA. If said agreement is not executed by June 30, 2011 this Agreement will automatically terminate.
3. Upon receiving an invoice from City, State shall reimburse City on the basis of actual costs incurred by City in connection with the Project based on funds available to the State from the FRA. The total reimbursable cost by City for work to be performed by or at the direction of City on Project is not to exceed \$5,900,000. Project costs in excess of \$5,900,000 are the responsibility of City. Ten percent retainage may be withheld by State pending a final inspection and acceptance of the work and final audit. State shall not be responsible for any costs not covered by FRA.
  - f. State hereby agrees to the terms as set forth in this Agreement and agrees to reimburse City up to the amount described in Paragraph 2 above.

All invoices must be submitted, in duplicate, to:

Joseph Denhof  
Fiscal Coordinator  
Oregon Department of Transportation  
Mill Creek Office Park  
555 13<sup>th</sup> St NE  
Salem, OR 97301

- g. State's Project Liaison for this Agreement is Betsy Imholt, 555 13<sup>th</sup> Street NE, Salem OR 97301, phone: 503.986.4077, email: betsy.imholt@odot.state.or.us, or an individual designated by the State's Rail Division Manager in the event of the unavailability of the aforementioned individual.

## CITY OBLIGATIONS

1. City shall prepare plans and contract documents; advertise for bid proposals, award all

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contracts, and supervise construction of the Project. City shall ensure its consultant/contractor completes the Project as described in Exhibit A.

2. It is understood that the State shall reimburse City on the basis of actual costs incurred by City up to and not to exceed \$5,900,000 in connection with the construction of said Project. City shall present properly certified invoices for 100 percent of actual costs incurred by City on behalf of Project directly to State's Rail Division, Fiscal Coordinator for payment. Such invoices shall be in a form acceptable to State and documented in such a manner as to be easily verified. Invoices shall be presented for periods of not less than a one-month duration and be based on actual costs to date. City's actual costs eligible for federal-aid participation shall be those allowable under the ARRA provisions. A final invoice, containing an itemization of all Project costs incurred and claimed, shall be submitted to State within six (6) months from date that final costs were incurred. Retention of up to 10 percent of the value of this Agreement may be withheld pending final audit. Project costs above the not to exceed amount are the responsibility of City.
3. City agrees that should it cause the Project to be canceled or terminated due to the fault of the City prior to its completion, City shall reimburse State for any costs that have been incurred by State on behalf of Project.
4. It is expressly agreed that all persons engaged in work under this Agreement whose services are to be reimbursed to the City by the State are employees of City, its contractors or their subcontractors, and that none are employees of the State.
5. City agrees to provide and furnish all necessary labor, materials, tools, and equipment required to perform said work, to prosecute same diligently to completion, and to receive and accept as full compensation therefore the payment provided for herein.
6. City shall comply with all ARRA and PRIIA requirements, set forth in Exhibit C and D respectively, as well as the federal General Provisions, set forth in Exhibit E. The City shall submit reports to State containing the required reporting data by federal and state mandates for delivery of the ARRA and PRIIA programs, and any other as required. State shall inform the City of any additional reporting requirements once they have been received from FRA and the Department of Administrative Services and such requirements shall be made a part of this Agreement by amendment. City shall include the ARRA and PRIIA requirements in any contract it enters into, including consultant contracts, and subcontracts at any tier.
7. City, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for City's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon

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City's breach of any such conditions that requires State to return funds to the FRA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of City, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

8. City grants State and FRA the right to enter onto the Union Station property right of way for the performance any duties including inspection of the Project.
9. City certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of City, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.
10. City's Project Manager for this Project is Jim Coker, Supervising Project Manager, Office of Management and Finance, Facilities Services, 1120 SW 5<sup>th</sup> Avenue, Room 1204, Portland OR 97204, (503)-823-5348, [jcoker@ci.portland.or.us](mailto:jcoker@ci.portland.or.us), or assigned designee upon individuals absence.

#### GENERAL PROVISIONS

1. State, City, and all contractors and their subcontractors shall be required to comply with all applicable federal and state laws, rules and regulations, together with all applicable local ordinances, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including without limitation, those regarding worker's compensation, minimum and maximum salaries and wages, nondiscrimination, and licensing. When required, the City will furnish the State with satisfactory proof of compliance therewith.
2. City acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government including FRA, and their duly authorized representatives shall have access to the books, documents, papers, and records of City which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment or completion of Project, whichever is later. Copies or originals of applicable records shall be made available upon request.
3. This Agreement may be terminated by mutual written consent of both Parties.
4. State may unilaterally terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by State, under any of the following

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conditions:

- a. If City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If City fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
5. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination. Per General Condition 23.b, termination of any financial assistance under this Agreement will not invalidate obligations properly incurred by the City and concurred in by State before the termination date, to the extent those obligations cannot be canceled.
  6. City shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation, its officers and employees from any and all claims, suits, and liabilities which may occur in the performance of this Project. City's total liability shall not exceed the tort claims limits provided in Oregon Tort Claims Act, ORS 30.260 to 30.300, for 'local public bodies'.
  7. Notwithstanding the foregoing defense obligations under the paragraph above, neither City nor any attorney engaged by City shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that City is prohibited from defending the State of Oregon, or that City is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against City if the State of Oregon elects to assume its own defense.

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8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that of any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program (STIP).

On October 24, 2002, the Director approved Subdelegation Order No. 15, in which the Director delegates to the Rail Division Administrator the authority to approve and execute agreements over \$75,000 for programs within the Rail Division when the work is related to a project included in the STIP or in other system plans approved by the Oregon Transportation Commission, or in a line item in the legislatively adopted biennial budget, or by specific statutory direction.

**SIGNATURE PAGE TO FOLLOW**



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CITY OF PORTLAND by and through its officials

By \_\_\_\_\_  
Mayor Sam Adams

Date \_\_\_\_\_

By \_\_\_\_\_  
City Auditor LaVonne Griffin-Valade

Date \_\_\_\_\_

REVIEWED FOR CITY

APPROVED AS TO FORM

By \_\_\_\_\_  
City Attorney *Paula Murphy*Date: *August 10, 2010***City Contact:**

Jim Coker  
 Supervising Project Manager Office of  
 Management and Finance  
 Facilities Services  
 1120 SW 5<sup>th</sup> Ave., Room 1204  
 Portland, OR 97204  
 Phone: 503-823-5348  
 Email: Jim.Coker@portlandoregon.gov

STATE OF OREGON, by and through its Department of Transportation

By \_\_\_\_\_  
Kelly Taylor  
Rail Division Administrator

Date \_\_\_\_\_

REVIEWED AS TO LEGAL  
SUFFICIENCYBy \_\_\_\_\_  
Assistant Attorney General

Date: \_\_\_\_\_

**State Contact:**

Joseph Denhof  
 State Rail Division  
 555 13<sup>th</sup> St. NE STE 3  
 Salem, Oregon 97301  
 Phone: 503-986-4169  
 Email: [joseph.m.denhof@odot.state.or.us](mailto:joseph.m.denhof@odot.state.or.us)

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## **EXHIBIT A**

### **STATEMENT OF WORK**

#### ***Background***

1. The Portland Development Commission (PDC) acquired Union Station in 1987 from the Portland Terminal Railroad Company. The City of Portland, Office of Management and Finance (OMF) manages the station on PDC's behalf. In 2001, Degenkolb Engineers prepared The Union Station Facility Assessment and Seismic Work Plan, which identified a range of needed facility improvements. In 2007, PDC in consultation with OMF and Architectural Cost Consultants, updated the cost estimates associated with the recommended improvements and identified the timing of the improvements as either critical, near critical, or long term.
2. The Project will address the most critical repairs including roof replacement of roof sections older than thirty (30) years; repair or replacement of associated gutters, downspouts, and eaves; repair of windows, and doors; repair of exterior sandstone and cement plaster walls; addition of insulation throughout the attic; and seismic structural upgrades, including anchors between roof and walls, addition of shear walls at Baggage Handling and Shop areas, and addition of seismic wall cores at Main Concourse exterior walls. Final design work has been completed for the Project. City shall ensure the Project is constructed as described in this Agreement.

#### **Specific construction elements include:**

##### ***Mobilization***

Project-wide mobilization of equipment, labor and materials.

##### ***Temporary Facilities and Controls***

Temporary contractor facilities for Project administration.

##### ***Selective Demolition and Salvage***

Demolition, salvage, and/or disposal of items to be replaced or salvaged as noted below.

##### ***Concrete***

1. Add shear wall at Baggage Handling area.
2. Add shotcrete and structural bracing to create shear strength at east and west

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walls of North Shop.

### ***Exterior Masonry***

1. Repair all exterior wall surfaces.
2. Add seismic wall cores at rounded west wall of main concourse and east wall of main concourse.

### ***Structural Steel Framing***

1. Stabilize marble veneer at covered windows on either side of main concourse rounded wall.
2. Stabilize marble veneer at covered windows in clock tower.

### ***Rough Carpentry***

1. Add parapet bracing at low membrane roof above Wilf's apse.
2. Repair as needed any roof rafters showing structural damage.
3. Replace ridge board at high roof above Wilf's Restaurant.
4. Add wall/floor seismic anchors at roof/wall connections where roof is being replaced.
5. Strengthen roof level diaphragm at all sections where roof is being replaced.

### ***Building Insulation***

Add insulation (rigid, batt and blown-in cellulose) at ceiling/attic throughout.

### ***Metal Roof Tiles***

1. Remove and repair/replace metal roof as noted specific to Phase IIb on the diagram in Exhibit B.
2. Remove and repair/replace metal roof tiles at low roofs above Shop and above Wilf's Restaurant.
3. Remove existing non-historic roof vents and replace with invisible vents built in to ridge caps, at roof areas being replaced under Phase IIb.

### ***Ethylene-Propylene-Diene-Monomer (EPDM) Roofing***

1. Remove and replace flat roof membrane above Wilf's apse-shaped bar area.
2. Remove and reinstall HVAC equipment at low membrane roof above Wilf's apse.
3. Remove and replace flat roof membrane at high roof between main concourse and clock tower.

### ***Flashing and Sheet Metal***

1. Repair or replace all gutters, fascia, soffits and downspouts at roof areas being replaced under Phase IIb.

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2. Repair sheet metal and add vent grilles at sides of small dormers at roof areas being replaced under Phase IIb.

***Standing Seam Metal Roof***

Remove and replace standing seam metal roof at low roofs above Shop above Wilf's Restaurant and at passenger waiting area in main concourse.

***Roof Accessories***

Remove and replace access ladder and hatch at high membrane roof between main concourse and clock tower.

***Joint Sealants***

Caulking and sealants.

***Wood and Metal Doors***

Repair all exterior doors. Replace selected contemporary doors with historic reproduction doors as appropriate.

***Wood Windows***

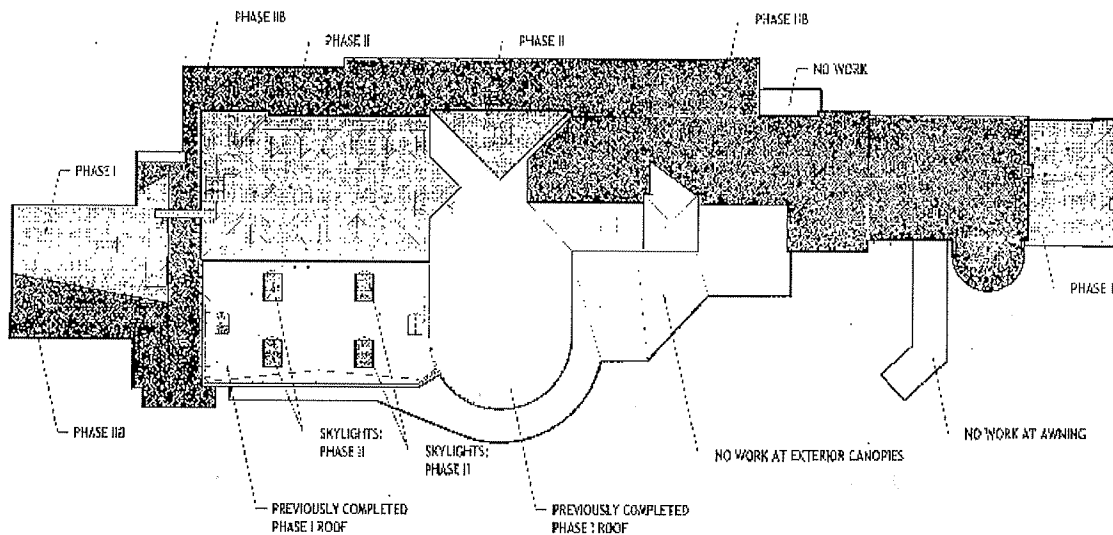
Repair all windows and re-paint.

***Finishes***

Repair and re-paint all cement plaster base at exterior walls.

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**EXHIBIT B****LOCATION AND CRITICAL AREA OF PROJECT****UNION STATION-COMBINED ROOF PLAN**UNION STATION - COMBINED ROOF PLAN  
NOT TO SCALE

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## **EXHIBIT C**

### **American Recovery and Reinvestment Act of 2009 (ARRA)**

The City will comply with the following ARRA clauses, which are an integral part of the Agreement to which these clauses are attached and made a part thereof.

#### **Section 1. City Certifications.**

The City makes the following certifications:

**a. Maintenance of Effort Certification.** With respect to and prior to the receipt of the funds made available through this Agreement, the City's Director of Bureau of Internal Business Services shall certify to the State that the City will maintain its effort with regard to City funding for the Projects funded by this Agreement. As a part of this certification, the City shall submit a statement identifying the amount of funds the City planned to expend from other sources as of February 17, 2009 during the period beginning on February 17, 2009 through September 30, 2010 for the Projects funded by this Agreement.

**b. Responsible Investments Certification.** With respect to and prior to the receipt of the funds made available through this Agreement, the City's Director of Bureau of Internal Business Services shall certify to the State that the infrastructure investments to be funded herein have received the full review and vetting required by law and that the Director of Bureau of Internal Business Services accepts responsibility that the infrastructure investments are an appropriate use of taxpayer dollars. The certification shall include a description of the investments, the estimated total cost, and the amount of ARRA funds to be used and shall be posted on the City's website and linked to the website established by the Recovery Accountability and Transparency Board.

**c. Appropriate Use of Funds Certification.** With respect to and prior to the receipt of funds made available through this Agreement, the City's Director of Bureau of Internal Business Services shall certify to the State that the City (1) will request and use the funds provided through the ARRA; and (2) the funds will be used to create jobs and promote economic growth.

**d. Department of Transportation Guidance.** The U.S. Department of Transportation issued guidance to the states on February 27, 2009 on state compliance with the certification requirements of the ARRA. The City should refer to this guidance in preparing the certifications required under this Agreement. Web address for the guidance is shown below.

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<http://http://www.dot.gov/recovery/2009/02/27/comms/governorsletter.htm>

### **Section 2. Whistleblower Protections.**

An employee of City may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Recovery Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of – (1) gross mismanagement of an agency contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds.

### **Section 3. False Claims Act.**

The City shall promptly refer to the State any credible evidence that a principal, employee, agency, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

### **Section 4. Prohibited Activities.**

None of the funds provided through this Agreement may be used for any casino or other gaming establishment, aquarium, zoo, golf course or swimming pool.

### **Section 5. ARRA Funding Announcement.**

The City shall post a sign or plaque at all fixed Project locations at the most publicly accessible location announcing that the Project was funded by the U.S. Department of Transportation, Federal Railroad Administration, with funds provided through the ARRA. The configuration of the signs or plaques will be consistent with guidance issued by the Office of Management and Budget and/or the Department of Transportation and approved by the FRA.

### **Section 6. Reporting Requirements.**

**a. Periodic Reports.** The City shall submit periodic reports to the State as described in

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this section not later than February 17, 2011, and February 17, 2012. The Periodic Reports shall include information describing: (1) the amount of Federal funds appropriated, allocated, obligated, and outlayed under this Agreement; (2) the number of projects that have been put out to bid under this Agreement and the amount of Federal funds associated with such projects; (3) the number of projects for which contracts have been awarded under this Agreement and the amount of Federal funds associated with such contracts; (4) the number of projects for which work has begun under such contracts and the amount of Federal funds associated with such contracts; (5) the number of projects for which work has been completed under such contracts and the amount of Federal funds associated with such contracts; (6) the number of direct, on-project jobs created or sustained by the Federal funds provided for projects under this Agreement and, to the extent possible, the estimated indirect jobs created or sustained in the associated supplying industries, including the number of jobs created and the total increase in employment since February 17, 2009; and (7) information tracking the actual aggregate expenditures by the City from City sources (both internal and external) for projects eligible for funding under this Agreement during the period beginning on February 17, 2009 through September 30, 2010, as compared to the level of such expenditures that were planned to occur during such period as of February 17, 2009. The Department of Transportation or the FRA may issue additional guidance on the preparation and submission of Periodic Reports.

City shall comply with ARRA that provides the U.S. Comptroller General and his representatives with the authority to: "(1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions."

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this Agreement, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

City shall comply with the ARRA requirements that provide authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this Agreement. The City is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this Project. Section 1515(b) of the ARRA further provides that nothing in



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this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

**b. Jobs Accountability Reports.** Not later than ten (10) days after the end of each quarter, the City shall submit a Jobs Accountability Report to the State that contains: (1) the total amount of ARRA funds received pursuant to this Agreement; (2) the amount of ARRA funds received that were expended or obligated to this Project; and (3) a detailed list of all activities for which ARRA funds were expended or obligated, including—(A) the name of the Project and the Agreement Number; (B) a description of the activity; (C) an evaluation of the completion status of the Project or activity; (D) an estimate of the number of jobs created and the number of jobs retained by the Project or activity; and (E) detailed information on any subcontracts awarded by the City to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget. The Office of Management and Budget may issue additional guidance on the preparation and submission of Jobs Accountability Reports. The City must also register with the Central Contractor Registration database or complete other registration requirements as determined by the Director of the Office of Management and Budget.

City shall report to State the required reporting data by federal and state mandates for delivery of the ARRA program. State shall inform the City of the reporting requirements once they have been received from FRA and the Oregon Department of Administrative Services and such requirements shall be made a part of this Agreement. City is also subject to other requirements for use of ARRA funds, including but not limited to the U.S. Comptroller and Inspector General, and ARRA Sign Requirements provisions.

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**EXHIBIT D****PASSENGER RAIL INVESTMENT AND IMPROVEMENT ACT OF 2008  
(PRIIA)**

The City shall comply with the following PRIIA clauses, which are an integral part of the Agreement to which these clauses are attached and made a part thereof.

**Section 1. Buy America.**

The City shall comply with the Buy America provisions set forth in 49 U.S.C. 24405(a), with respect to the use of steel, iron, and manufactured goods produced in the United States, subject to the conditions therein set forth.

**Section 2. Labor Provisions.**

The City recognizes that 49 U.S.C. 24405(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through this Agreement shall be considered a "rail carrier," as defined by 49 U.S.C. 10102(5), for the purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C 231 et seq.), the Railway Labor Act (43 U.S.C.151 et seq.), and the Railroad Unemployment Insurance Act (45 U.S.C. 351 et seq.). The City shall reflect these requirements in its agreements (if any) with the entities operating rail services over such rail infrastructure.

**Section 3. Labor Protective Arrangements.**

For a project that uses rights-of-way owned by a railroad, the City shall comply with the protective arrangements established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (4R Act), 45 U.S.C. 836, with respect to employees affected by actions taken in connection with the project financed in whole or in part under this Agreement (See 49 U.S.C. 24405(c).) The City agrees to comply with the protective arrangements established by the Department of Labor under 45 U.S.C. 836, and to ensure that the railroad contractors it uses for the Project agree to those terms.

The following definitions apply for purposes of applying those protective arrangements:

'Project' means a project funded under this Agreement.

'Protected employee' means an employee of a railroad who had an employment relationship with such railroad on the date on which the City first applied for financial

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assistance applicable to the project involved and who is affected by actions taken pursuant to this Agreement; provided, however, that an employee who was benefited solely as a result of a project shall not be a protected employee under these provisions.

'Railroad' means a rail carrier or a common carrier by railroad or express as defined in 49 U.S.C. 10102, and includes the National Railroad Passenger Corporation and the Alaska Railroad as well as a person that conducts rail operations over rail infrastructure constructed or improved with funding provided in whole or in part in a grant made pursuant to this Agreement.

#### **Section 4. Railroad Agreements.**

The City represents that it has entered into and will abide by a written agreement (approved by the State and FRA) with any railroad owning property on which a project is to be undertaken, in accordance with 49 U.S.C. 24405(c) (1), providing for compensation for use, assurances regarding the adequacy of infrastructure capacity, keeping railroad collective bargaining agreements in full force and effect, and compliance with liability requirements. Such approved railroad agreements shall also specify terms and conditions regarding the following issues: responsibility for Project design and implementation; Project property ownership, maintenance responsibilities, and disposition responsibilities; and the railroad's commitment to helping to achieve, to the extent it is capable, the anticipated Project benefits. The City shall not enter into or agree to any substantive changes in the approved written agreement with the railroad owning property on which the Project is undertaken without the State's prior written consent.

#### **Section 5. Maintenance Responsibility and Refunds.**

Except as otherwise provided herein, the City shall ensure the maintenance of Project property to the level of utility (including applicable FRA track safety standards) which existed when the Project improvements were placed in service (as set forth in the Statement of Work (Exhibit A) for a period of twenty (20) years from the date such Project property was placed in service. In the event that all intercity passenger rail service making use of the Project property is discontinued during the twenty (20) year period, the City shall continue to ensure the maintenance of the Project property, as set forth above, for a period of one (1) year to allow for the possible reintroduction of intercity passenger rail service. In the event the City fails to ensure the maintenance of Project property, as set forth above, for a period of time in excess of six (6) months, the City will refund to the State a pro-rata share of the Federal contribution, based upon the percentage of the twenty (20) year period remaining at the time of such original default.

#### **Section 6. Project Use for Intercity Passenger Rail Service and Refunds.**

The City acknowledges that the purpose of the Project is to benefit intercity passenger

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rail service. In the event that all intercity passenger rail service making use of the Project property is discontinued (due to the fault of the City) at any time during a period of twenty (20) years from the date such Project property was placed in service, as set forth above, and if such intercity passenger rail service is not reintroduced during a one (1) year period following the date of such discontinuance, the City shall refund to the State, no later than eighteen (18) months following the date of such discontinuance, a pro-rata share of the Federal contribution, based upon the percentage of the twenty (20) year period remaining at the time of such discontinuance.

**Section 7. Davis-Bacon Act Provisions.**

For projects using or proposing to use rights-of-way owned by a railroad, the City shall comply with the provisions of 49 U.S.C. 24405(c) (2), with respect to the payment of prevailing wages consistent with the provisions of 49 U.S.C. 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements. For projects not using or proposing to use rights of way owned by a railroad, the City will comply with the provisions of 40 U.S.C. 3141 et seq.

**Section 8. Replacement of Existing Intercity Passenger Rail Service.**

The City shall comply with the provisions of 49 U.S.C. 24405(d), with respect to the provision of any intercity rail passenger service that was provided by Amtrak, including collective bargaining agreements, replacement services, and arbitration.

**Section 9. Project Management Plan.**

The City shall prepare and carry out a Project management plan approved by the State. At a minimum, the Project Management Plan must include the items addressed in 49 U.S.C. 24403(a).

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## **EXHIBIT E**

### **GENERAL PROVISIONS**

#### **1. Definitions. As used in this Agreement:**

**a. Agreement** means any Grant Agreement or Cooperative Agreement, including all attachments.

**b. Application** means the signed and dated proposal by or on behalf of the City, as may be amended, for Federal financial assistance for the Project, together with all explanatory, supporting, and supplementary documents heretofore filed with and accepted or approved by State.

**c. Approved Project Budget** means the most recently dated written statement, approved in writing by State, of the estimated total cost of the Project, the items to be deducted from such total in order to calculate the estimated net Project cost, the maximum amount of Federal assistance for which the City is currently eligible, the specific items (including contingencies specified) for which the total may be spent, and the estimated cost of each of such items. The term "Approved Project Budget" also includes "Financial Plan" as used in 49 C.F.R. Part 19.

**d. Awarding Agency** means (1) with respect to a grant, the Federal agency, and (2) with respect to a subgrant, the party that awarded the subgrant. In the case of a Federal Agency, the term "Awarding Agency" also includes "Federal Awarding Agency" as used in 49 C.F.R. Part 19.

**e. Federal Railroad Administration** is an operating administration of the U.S. Department of Transportation.

**f. Federal Government** means the United States of America and any executive department or agency thereof.

**g. Grantee** means any entity that receives Federal grant assistance directly from FRA for the accomplishment of the Project.

**h. Project** means the task or set of tasks set forth in the approved Application, which the City carries out pursuant to this Agreement, as set forth in Exhibit A.

**i. Subgrantee** means any entity that receives FRA assistance from an FRA Grantee, rather than from FRA directly. The term "subgrantee" does not include "third party

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contractor."

**j. U.S. DOT** means the U.S. Department of Transportation, including its operating administrations.

## **2. Accomplishment of the Project:**

### **a. General Requirements:**

The City agrees to carry out the Project in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, grant guidance, the Application, the Approved Project Budget, the Statement of Work, Project schedules, and all applicable laws, regulations, and published policies. This includes, but is not limited to the following, as applicable:

- 1) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (common grant management rule), 49 C.F.R. Part 18, applies to Projects with governmental bodies.
- 2) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," 49 C.F.R. Part 19, applies to Projects with institutions of higher education and private nonprofit organizations. 49 C.F.R. Part 19 also applies to grants and cooperative agreements with private for-profit organizations.

### **b. Application of Federal, State, and Local Laws and Regulations.**

1) Federal Laws and Regulations. The City understands that Federal laws, regulations, policies, and related administrative practices to this Agreement on the date the Agreement was executed may be modified from time to time. The City agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the City agrees to include in all sub-assistance agreements and third party contracts financed with FRA assistance, specific notice that Federal requirements may change and the changed requirements will apply to the Project as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

2) State or Territorial Law and Local Law. Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in this Agreement shall require the City to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however,

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if any of the provisions of this Agreement violate any applicable State or territorial law, or if compliance with the provisions of this Agreement would require the City to violate any applicable State or territorial law, the City agrees to notify the State immediately in writing in order that State and the City may make appropriate arrangements to proceed with the Project as soon as possible.

**c. Funds of the Grantee.** Unless approved otherwise by State, the City agrees to complete all actions necessary to provide the matching contributory funds or cost share of the Project costs, if applicable, at or before the time that such funds are needed to meet Project expenses.

**d. Changed Conditions of Performance (Including Litigation).** The City agrees to notify State immediately of any change in local law, conditions, or any other event that may affect its ability to perform the Project in accordance with the terms of this Agreement. In addition, the City agrees to notify State immediately of any decision pertaining to the City's conduct of litigation that may affect State's interests in the Project or State's administration or enforcement of applicable State and Federal laws or regulations. Before the City may name State as a party to litigation for any reason, the City agrees first to inform State; this proviso applies to any type of litigation whatsoever, in any forum.

**e. No State Obligations to Third Parties.** Absent FRA's express written consent, and notwithstanding any concurrence by State in or approval of the award of any contract of the City (third party contract) or subcontract of the City (third party subcontract) or the solicitation thereof, State shall not be subject to any obligations or liabilities to third party contractors or third party subcontractors or any other person not a party to this Agreement in connection with the performance of the Project.

### 3. Ethics:

The City agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal funds. The code or standards shall provide that the City's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from present or potential contractors or subgrantees. The City may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for penalties, sanctions, or other disciplinary actions for violations by the City's officers, employees, board members, or agents, or by contractors or subgrantees or their agents.

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1) Personal Conflict of Interest. The City's code or standards must provide that no employee, officer, board member, or agent of the City may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a) The employee, officer, board member, or agent;
- b) Any member of his or her immediate family;
- c) His or her partner; or
- d) An organization that employs, or is about to employ, any of the above.

2) Organizational Conflicts of Interest. The City's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

#### **4. Approved Project Budget:**

- a. The City agrees to carry out the Project in accordance with the Approved Project Budget, written approval of which the City shall secure prior to being reimbursed under this Agreement. If the Approved Project Budget is included in this Agreement as Exhibit A, execution of the Agreement shall constitute such written approval. The City agrees to obtain the prior written approval of State for any revisions to the Approved Project Budget that equal or exceed 10 percent any line item or pertain to a line item involving contingency or miscellaneous costs. For revisions to the Approved Project Budget that are less than 10 percent of any line item, and do not involve contingency or miscellaneous costs, the City agrees to notify State of the revisions to the Approved Project Budget. Any revisions to the Approved Project Budget must not affect total Project costs or the respective cost-sharing responsibilities set forth in the Terms of Agreement.
- b. Pursuant to the requirement for prior written approval of Project Budget changes—as set forth in this Agreement FRA will make all good faith efforts to approve or deny each Project Budget change request within fourteen (14) business days of FRA's receipt of a complete and properly-documented request.
- c. The City agrees to carry out the Project in accordance with the Approved Project Budget as shown in Exhibit F, attached hereto and by this reference made a part hereof, written approval of which the City shall secure prior to being reimbursed



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under this Agreement.

#### **5. Accounting Records:**

**a. Project Accounts.** The City agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 49 C.F.R. § 18.20, or 49 C.F.R. § 19.21, as amended, whichever is applicable.

**b. Funds Received or Made Available for the Project.** Consistent with the provisions of 49 C.F.R. § 18.21, or 49 C.F.R. § 19.21, as amended, whichever is applicable, the City agrees to record in the Project Account, and deposit in a financial institution all Project payments received by it from State pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project (Project Funds). The City is encouraged to use financial institutions owned at least 50 percent by minority group members.

**c. Documentation of Project Costs and Program Income.** All costs charged to the Project, including any approved services contributed by the City or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The City also agrees to maintain accurate records of all Program Income derived from Project implementation.

**d. Checks, Orders, and Vouchers.** The City agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

#### **6. Record Retention:**

**a. Submission of Proceedings, Contracts and Other Documents.** During the course of the Project and for six (6) years thereafter, the City agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as State may require. Reporting and record-keeping requirements are set forth in 1) 49 C.F.R. Part 18 for governmental Grantees; and 2) 49 C.F.R. Part 19 for private non-profit and for-profit Grantees. Project closeout does not alter these requirements.

#### **b. Audit and Inspection.**

1) General Audit Requirements. A Grantee or subgrantee that is:

a) a State, local government or Indian tribal government agrees to comply with the audit

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requirements of 49 C.F.R. § 18.26 and OMB Circular A-133, and any revision or supplement thereto.

b) an institution of higher education or nonprofit organization agrees to comply with the audit requirements of 49 C.F.R. § 19.26 and OMB Circular A-133, and any revision or supplement thereto.

c) a private for-profit organization agrees to comply with the audit requirements of OMB Circular A-133.

The City agrees to obtain any other audits required by State. Project closeout will not alter the City's audit responsibilities. Audit costs for Project administration and management are allowable under this Project to the extent authorized by OMB Circular A-87, Revised; OMB Circular A-21, Revised; or OMB Circular A-122, Revised.

2) Inspection by Federal Officials. The City agrees to permit the Secretary and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the City and its contractors pertaining to the Project. The City agrees to require each third party contractor whose contract award is not based on competitive bidding procedures as defined by the Secretary to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that contract, and to audit the books, records, and accounts involving that contract as it affects the Project.

3). City shall include the provisions of this section (Audit and Inspection) in every subcontract or purchase order exceeding \$100,000, as well as a provision requiring all subcontractors to include these provisions in any lower tier subcontracts or purchase orders.

## **7. Payments:**

**a. Request by the City for Payment.** The City's request for payment of the Federal share of allowable costs shall be made to the State at the address shown in State Obligations Number 3. To receive a Federal assistance payment, the City must:

1) Have demonstrated or certified that it has made a binding commitment of non-Federal funds, if applicable, adequate when combined with Federal payments, to cover all costs to be incurred under the Project to date. If required by Federal statute or this Agreement to provide contributory matching funds or a cost share City agrees:

a) to refrain from requesting or obtaining Federal funds in excess of the amount justified

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by the contributory matching funds or cost share that has been provided; and

b) to refrain from taking any action that would cause the proportion of Federal funds made available to the Project at any time to exceed the percentage authorized under this Agreement. The requirement for contributory matching funds or cost share may be temporarily waived only to the extent expressly provided in writing by State.

2) Have submitted to State all financial and progress reports required to date under this Agreement; and

3) Have identified the source(s) of financial assistance provided under this Project, if applicable, from which the payment is to be derived.

**b. Payment by State.**

1) The City agrees to provide for control and accountability for all Project funds consistent with Federal requirements and State procedures.

2) The City agrees to adhere to and impose on its subgrantees all applicable foregoing "Payment by FRA" requirements of this Agreement.

b. If the Grantee fails to adhere to the foregoing "Payment by FRA" requirements of this Agreement, FRA may revoke the portion of the Grantee's funds that has not been expended.

**c. Allowable Costs.** The City's expenditures will be reimbursed only if they meet all requirements set forth below:

1) Conform with the Project description, the Statement of Work, and the Approved Project Budget and all other terms of this Agreement;

2) Be necessary in order to accomplish the Project;

3) Be reasonable for the goods or services purchased;

4) Be actual net costs to the City (i.e., the price paid minus any refunds, rebates, or other items of value received by the City that have the effect of reducing the cost actually incurred);

5) Be incurred (and be for work performed) after the effective date of this Agreement, unless specific authorization from State to the contrary is received in writing;

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6) Unless permitted otherwise by Federal status or regulation, conform with Federal guidelines or regulations and Federal cost principles as set forth below:

a. For Grantees and subgrantees that are governmental organizations, the standards of OMB Circular A-87, Revised, "Cost Principles for State and Local Governments" apply;

b. For Grantees that are institutions of higher education, the standards of OMB Circular A-21, Revised, "Cost Principles for Educational Institutions" apply;

c. For Grantees that are private nonprofit organizations, the standards of OMB Circular A-122, Revised, "Cost Principles for Nonprofit Organizations" apply; and

d. For Grantees that are for-profit organizations, the standards of the Federal Acquisition Regulation, 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" apply.

7) Be satisfactorily documented; and

8) Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by State for the City and those approved or prescribed by the State for the City's contractors and subcontractors.

**d. Disallowed Costs.** In determining the amount of Federal assistance State will provide, State will exclude:

1) Any Project costs incurred by the City before the obligation date of this Agreement, or amendment or modification thereof, whichever is later, unless specifically allowed by this Agreement, otherwise permitted by Federal law or regulation, or unless an authorized representative of State states in writing to the contrary;

2) Any costs incurred by the City that are not included in the latest Approved Project Budget; and

3) Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by State.

The City agrees that reimbursement of any cost under the "Payment by State," part of this Agreement does not constitute a final State decision about the allowability of that cost and does not constitute a waiver of any violation by the City of the terms of this Agreement. The City understands that State will not make a final determination about

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the allowability of any cost until an audit of the Project has been completed. If State determines that the City is not entitled to receive any part of the Federal funds requested, State will notify the City stating the reasons therefore. Project closeout will not alter the City's obligation to return any funds due to State as a result of later refunds, corrections, or other transactions. Nor will Project closeout alter State's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, State may offset any Federal assistance funds to be made available under this Project as needed to satisfy any outstanding monetary claims that the State may have against the City. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principals or other written Federal guidance.

**e. Bond Interest and Other Financing Costs.** To the extent permitted in writing by State, bond interest and other financing costs are allowable.

**f. Requirement to Remit Interest.** The Grantee agrees that:

1) Any interest earned by the City on FRA funds must be remitted to State, except as provided by 31 U.S.C. § 6503, or the Indian Self-Determination Act, 25 U.S.C. § 450 et seq., and any regulations thereunder that may be issued by the U.S. Secretary of the Treasury.

2) Irrespective of whether the City has deposited funds in an interest-bearing account, the City agrees to pay to State interest on any FRA funds that the City has drawn down and failed to spend for eligible Project activities. Unless waived by State, interest will be calculated at rates imposed by the U.S. Secretary of the Treasury beginning on the fourth day after the funds were deposited in the City's bank or other financial depository. This requirement does not apply to any Grantee or subgrantee that is a state, state instrumentality, or Indian Tribal Government, except as permitted by regulations that may be issued by the U.S. Secretary of the Treasury.

3) Upon notice by State to the City of specific amounts due, the City agrees to promptly remit to State any excess payment of amounts or disallowed costs, including any interest due thereon.

**g. De-obligation of Funds.** State reserves the right to de-obligate unspent FRA funds prior to Project closeout.

## **8. Property, Equipment and Supplies:**

**a. Use of Property.** Unless otherwise approved by State, the following conditions apply to property, equipment, and supplies financed under this Agreement:

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The City agrees that Project property, equipment, and supplies shall be used for the provision of the Project activity for the duration of its useful life, as determined by State and FRA. Should the City unreasonably delay or fail to use Project property, equipment, or supplies during its useful life, the City agrees that State may require the City to return the entire amount of FRA assistance expended on that property, equipment, or supplies. The City further agrees to notify State and FRA immediately when any Project property or equipment is withdrawn from use in the Project activity or when such property or equipment is used in a manner substantially different from the representations made by the City in its Application or the text of the Project description.

**b. General Federal Requirements.**

1) A Grantee or subgrantee that is a governmental entity agrees to comply with the property management standards of 49 C.F.R. §§ 18.31, 18.32, and 18.33, including any amendments thereto, and other applicable guidelines or regulations that are issued.

2) A Grantee or subgrantee that is not a governmental entity agrees to comply with the property standards of 49 C.F.R. §§ 19.30 through 19.37 inclusive, including any amendments thereto, and other applicable guidelines or regulations that are issued. Exceptions to the requirements of 49 C.F.R. §§ 18.31, 18.32, and 18.33, and 49 C.F.R. §§ 19.30 through 19.37 inclusive, must be specifically approved by FRA.

**c. Maintenance.** The City agrees to finance and maintain the Project property and equipment in good operating order, and in accordance with any guidelines, directives, or regulations that State may issue for no less than twenty (20) years.

**d. Records.** The City agrees to keep satisfactory records with regard to the use of the property, equipment, and supplies, and submit to State, upon request, such information as may be required to assure compliance with this section of this Agreement.

**e. Transfer of Project Property.** The City agrees that State may:

1) require the City to transfer title to any property, equipment, or supplies financed with FRA assistance made available by this Agreement, as permitted by 49 C.F.R. § 18.32(g) or 49 C.F.R. §§ 19.30 through 19.37 inclusive, whichever may be applicable.

2) direct the disposition of property or equipment financed with FRA assistance made available under this Agreement, as set forth by 49 C.F.R. §§ 18.31 and 18.32 or 49 C.F.R. §§ 19.30 through 19.37 inclusive, whichever may be applicable.

**f. Withdrawn Property.** If any Project property, equipment, or supplies are not used for the Project for the duration of its useful life, as determined by State, whether by planned withdrawal, misuse or casualty loss, the City agrees to notify State immediately.

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Disposition of withdrawn property, equipment, or supplies shall be in accordance with 49 C.F.R. §§ 18.31 and 18.32 for a Grantee or subgrantee that is a governmental entity, or 49 C.F.R. §§ 19.30 through 19.37 inclusive, for a Grantee or subgrantee that is an institution of higher education or a private organization.

**g. Encumbrance of Project Property.** Unless expressly authorized in writing by State and FRA, the City agrees to refrain from:

1) Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect FRA interest in any Project property or equipment; or

2) Obligating itself in any manner to any third party with respect to Project property or equipment.

The City agrees to refrain from taking any action or acting in a manner that would adversely affect FRA's interest or impair the City's continuing control over the use of Project property or equipment.

## **9. Relocation and Land Acquisition:**

The City agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and U.S. DOT regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24.

## **10. Flood Hazards:**

The City agrees to comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any construction or acquisition Project.

## **11. Procurement:**

**a. Federal Standards.** The City agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. DOT or FRA directives or regulations. If determined necessary for proper Project administration, State reserves the right to review the City's technical specifications and requirements.

**b. Cargo Preference -- Use of United States-Flag Vessels.** Pursuant to U.S. DOT, Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels," 46 C.F.R.

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Part 381, the City shall insert the following clauses in contracts let by the Grantee in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

As required by 46 C.F.R. Part 381, The contractor agrees -

1) To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2) To furnish within twenty (20) days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, marked with appropriate identification of the Project.

3) To the maximum extent possible, contracts funded under ARRA shall be awarded as fixed-price contracts through the use of competitive procedures, in compliance with ARRA § 1554.4 (2) A summary of any contract awarded with ARRA funds that is not fixed-price and not awarded using competitive procedures will be posted on the Recovery Accountability and Transparency Board's website.

To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**d. Notification Requirement.** With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the City agrees to:

1) specify in any announcement of the awarding of the contract for such goods or services the amount of Federal funds that will be used to finance the acquisition; and

2) express the said amount as a percentage of the total costs of the planned acquisition.

**e. Debarment and Suspension; and Drug-Free Work Place.** The City agrees to obtain certifications on debarment and suspension from its third party contractors and subgrantees and otherwise comply with U.S. DOT regulations, "Nonprocurement



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Suspension and Debarment," 2 C.F.R. Part 1200, and "Government wide Requirements for Drug-Free Workplace (Grants)," 49 C.F.R. Part 32.

**f. Notification of Third Party Contract Disputes or Breaches.** The City agrees to notify State of any current or prospective major dispute, breach, or litigation pertaining to any third party contract. If the City seeks to name State as a party to litigation for any reason, the City agrees first to inform State before doing so. This proviso applies to any type of litigation whatsoever, in any forum.

**g. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.** State encourages the City to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for other DOT agencies in 49 C.F.R. Part 26) in carrying out the Project.

f. Job Recruitment – In addition to normal recruitment processes on all ARRA funded projects, the contractor and all subcontractors shall also list job openings through "WorkSource Oregon" with the exception that job listings are not necessary when the contractor or subcontractor fills a job opening with a present employee, a laid-off former employee, or a job candidate from a previous recruitment.

## **12. Metric System:**

The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

## **13. Patent Rights:**

a. If any invention, improvement, or discovery of the City or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the City agrees to notify State immediately and provide a detailed report. The rights and responsibilities of the Grantee, subgrantee, third party contractors and FRA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

b. If the City secures a patent with respect to any invention, improvement, or discovery of the City or any of its third party contractors conceived or first actually reduced to practice in the course of or under this Project, the City agrees to grant to State a royalty-free, non-exclusive, and irrevocable license to use and to authorize others to use

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the patented device or process for Federal Government purposes.

c. The City agrees to include the requirements of the "Patent Rights" section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

#### **14. Rights in Data and Copyrights:**

a. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.

b. The following restrictions apply to all subject data first produced in the performance of this Agreement:

1) Except for its own internal use, the City may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the City authorize others to do so, without the written consent of State, until such time as State may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to grant agreements with academic institutions.

2) As authorized by 49 C.F.R. § 18.34, or 49 C.F.R. § 19.36, as applicable, State reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

a) Any work developed under a grant, cooperative agreement, sub-grant, subagreement, or third party contract, irrespective of whether or not a copyright has been obtained; and

b) Any rights of copyright to which a Grantee, subgrantee, or a third party contractor purchases ownership with Federal assistance.

c. When FRA provides assistance to a Grantee or subgrantee for a Project involving planning, research, or development, it is generally FRA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have

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participated therein. Therefore, unless FRA determines otherwise, the City understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FRA may make available to any FRA Grantee, subgrantee, third party contractor, or third party subcontractor, either FRA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FRA may direct.

d. Unless prohibited by State law, the City agrees to indemnify, save and hold harmless FRA, its officers, agents, and employees acting within the scope of its official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the City of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The City shall not be required to indemnify FRA for any such liability arising out of the wrongful acts of employees or agents of FRA.

e. Nothing contained in this section on rights in data, shall imply a license to FRA under any patent or be construed as affecting the scope of any license or other right otherwise granted to FRA under any patent.

f. The requirements of this section of this Agreement do not apply to material furnished to the City by State and incorporated in the work carried out under this Agreement, provided that such incorporated material is identified by the City at the time of delivery of such work.

g. Unless State determines otherwise, the City agrees to include the requirements of this section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

#### **15. Acknowledgment of Support and Disclaimer:**

a. An acknowledgment of FRA support and a disclaimer must appear in any grantee publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

"This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement, dated." (Fill-in appropriate identification of grant/cooperative agreement)

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b. All City publications must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the State of Oregon, the Federal Railroad Administration and/or U.S. DOT."

c. The City agrees to cause to be erected at the site of any construction, and maintain during construction, signs satisfactory to State identifying the Project and indicating that FRA is participating in the development of the Project.

#### **16. Reprints of Publications:**

At such time as any article resulting from work under this Agreement is published in a scientific, technical, or professional journal or publication, two reprints of the publication should be sent to State's Project Manager, clearly referenced with the appropriate identifying information.

#### **17. Site Visits:**

State, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by State on the premises of the Grantee, subgrantee or subcontractor under this Agreement, the Grantee shall provide and shall require its subgrantees or subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Grantee, subgrantee or subcontractor.

#### **18. Safety Oversight:**

To the extent applicable, the City agrees to comply with any Federal regulations, laws, or policy and other guidance that State or U.S. DOT may issue pertaining to safety oversight in general, and in the performance of this Agreement, in particular.

#### **19. Civil Rights:**

The City agrees to comply with all civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the State determines otherwise in writing. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) (as implemented by 49 C.F.R. Part 21), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education

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Amendments of 1972, as amended (20 U.S.C. §§ 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex, (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 1601-1607), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex, (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 1601-1607), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title V111 of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing, (i) 49 U.S.C. § 306, which prohibits discrimination on the basis of race, color, national origin, or sex in railroad financial assistance programs; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance was made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the City. The City will agree to comply with E.O. 11246 as amended by E.O. 11375, and as supplemented by regulations at 41 C.F.R. Part 60

## **20. Americans With Disabilities Act:**

The City agrees to utilize funds provided under this Agreement in a manner consistent with the requirements of the Americans With Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.).

## **21. Environmental Protection:**

a. All facilities that will be used to perform work under this Agreement shall not be so used unless the facilities are designed and equipped to limit water and air pollution in

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accordance with all applicable local, state and Federal standards.

b. The City will conduct work under this Agreement, and will require that work that is conducted as a result of this Agreement be in compliance with the following provisions, as modified from time to time, all of which are incorporated herein by reference: section 114 of the Clean Air Act, 42 U.S.C. 7414, and section 308 of the Federal Water Pollution Control Act, 33 U.S.C. 1318, and all regulations issued thereunder. The City certifies that no facilities that will be used to perform work under this Agreement are listed on the List of Violating Facilities maintained by the Environmental Protection Agency ("EPA"). The City will notify the State as soon as it or any contractor or subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the City's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware. The City will include or cause to be included in each contract or subcontract entered into, which contract or subcontract exceeds Fifty Thousand Dollars (\$50,000.00) in connection with work performed pursuant to this Agreement, the criteria and requirements of this section and an affirmative covenant requiring such contractor or subcontractor to immediately inform the City upon the receipt of a communication from the EPA concerning the matters set forth herein.

c. The City may not expend any of the funds provided in this Agreement on construction or other activities that represent an irretrievable commitment of resources to a particular course of action affecting the environment until after all environmental and historic preservation analyses required by the National Environmental Policy Act (42 U.S.C. 4332)(NEPA), the National Historic Preservation Act (16 U.S.C. 470(f))(NHPA), and related laws and regulations have been completed and the State has provided the City with a written notice authorizing the City to proceed.

d. The City shall assist the State in its compliance with the provisions of NEPA, the Council on Environmental Quality's regulations implementing NEPA (40 C.F.R. Part 1500 et seq.), FRA's "Procedures for Considering Environmental Impacts" (45 Fed. Reg. 40854, June 16, 1980), as revised May 26, 1999, 64 Fed. Reg. 28545), Section 106 of the NHPA, and related environmental and historic preservation statutes and regulations. As a condition of receiving financial assistance under this Agreement, the City may be required to conduct certain environmental analyses and to prepare and submit to the State draft documents required under NEPA, NHPA, and related statutes and regulations (including draft environmental assessments and proposed draft and final environmental impact statements).

e. No publicly-owned land from a park, recreational area, or wildlife or waterfowl refuge

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of national, state, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, or any land from an historic site of national, state or local significance as so determined by such officials shall be used by the City without the prior written concurrence of FRA. The City shall assist the State in complying with the requirements of 49 U.S.C. §303(c).

f. The City agrees to facilitate compliance with the policies of Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. '4321 note, except to the extent that the State determines otherwise in writing.

## **22. Project Completion, Audit, Settlement, and Closeout:**

**a. Project Completion.** Within ninety (90) days of the Project completion date or termination by State, the City agrees to submit a final Federal Financial Report (Standard Form 425), a certification or summary of Project expenses, and third party audit reports, as applicable.

**b. Audits.** Each governmental Grantee or subgrantee agrees to undertake the audits required by 49 C.F.R. § 18.26 and OMB Circular A-128 or any revision or supplement thereto. Each non-governmental Grantee agrees to undertake the audits required by 49 C.F.R. § 19.26 and OMB Circular A-133 or any revision or supplement thereto.

**c. Remittance of Excess Payments.** If State has made payments to the City in excess of the total amount of FRA funding due, the City agrees to promptly remit that excess and interest as may be required by the "Payment by State" section of this Exhibit.

**d. Project Closeout.** Project closeout occurs when all required Project work and all administrative procedures described in 49 C.F.R. Part 18, or 49 C.F.R. Part 19, as applicable, have been completed, and when State notifies the City and forwards the final Federal assistance payment, or when State acknowledges the City's remittance of the proper refund. Project closeout shall not invalidate any continuing obligations imposed on the City by this Agreement or by the State's final notification or acknowledgment.

## **23. Right of State to Terminate:**

a. In addition to any other provisions for termination hereto in the Agreement, upon written notice, the City agrees that State may suspend or terminate all or part of the financial assistance provided herein if the City has violated the terms of this Agreement, or if FRA determines that the purposes of the statute under which the Project is

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authorized would not be adequately served by continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project shall provide sufficient grounds for State to terminate this Agreement.

b. In general, termination of any financial assistance under this Agreement will not invalidate obligations properly incurred by the City and concurred in by State before the termination date, to the extent those obligations cannot be canceled. However, if State determines that the City has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable use of the Project property, facilities, or equipment, or failing to adhere to the terms of this Agreement, State reserves the right to require the City to refund the entire amount of FRA funds provided under this Agreement or any lesser amount as may be determined by State.

c. Expiration of any Project time period established for this Project does not, by itself, constitute an expiration or termination of this Agreement.



# EXHIBIT F to Agreement No. 26760

184049

City of Portland  
Office of Management and Finance  
Portland, Oregon

Date: May 26, 2010

ARRA-HSIPR Track 1a and 4 Projects - STATEMENT OF WORK - Appendix to Project Estimate/Budget Section

Portland Union Station Rehabilitation

Multnomah County

## DETAILED COST ESTIMATES - CONSTRUCTION PHASE ONLY

Improvement Code 04

No.	Item	Bid Unit	Quantity	Unit Price	Total Price Phase II Items	Total Price Phase IIB Items	Total Project Cost (Phase II & Phase IIB)
00001	Phase II Mobilization	Lump Sum	All	Lump Sum \$	200,720.00	-	200,720.00
00002	Phase II Temporary Facilities and Controls	Lump Sum	All	Lump Sum \$	185,598.00	-	185,598.00
00003	Phase II Selective Demolition and Salvage	Lump Sum	All	Lump Sum \$	260,085.00	-	260,085.00
00004	Phase II Rough Carpentry	Lump Sum	All	Lump Sum \$	117,848.00	-	117,848.00
00005	Phase II Building Insulation	Lump Sum	All	Lump Sum \$	24,548.00	-	24,548.00
00006	Phase II Metal Roof Tiles	Lump Sum	All	Lump Sum \$	979,181.00	-	979,181.00
00007	Phase II Flashing and Sheet Metal	Lump Sum	All	Lump Sum \$	104,840.00	-	104,840.00
00008	Phase II Standing Seam Metal Roof	Lump Sum	All	Lump Sum \$	204,451.00	-	204,451.00
00009	Phase II Roof Accessories	Lump Sum	All	Lump Sum \$	10,000.00	-	10,000.00
00010	Phase II Joint Sealants	Lump Sum	All	Lump Sum \$	1,500.00	-	1,500.00
00011	Phase II Operation and Maintenance of Skylights	Lump Sum	All	Lump Sum \$	5,160.00	-	5,160.00
00012	Phase II Pyramidal Metal Framed Skylights	Lump Sum	All	Lump Sum \$	81,625.00	-	81,625.00
00013	Phase IIB Mobilization	Lump Sum	All	Lump Sum \$	-	370,031.00	370,031.00
00014	Phase IIB Temporary Facilities and Controls	Lump Sum	All	Lump Sum \$	-	459,870.00	459,870.00
00015	Phase IIB Selective Demolition and Salvage	Lump Sum	All	Lump Sum \$	-	356,327.00	356,327.00
00016	Phase IIB Concrete	Lump Sum	All	Lump Sum \$	-	84,479.00	84,479.00
00017	Phase IIB Exterior Masonry	Lump Sum	All	Lump Sum \$	-	339,542.00	339,542.00
00018	Phase IIB Structural Steel Framing	Lump Sum	All	Lump Sum \$	-	2,940.00	2,940.00
00019	Phase IIB Rough Carpentry	Lump Sum	All	Lump Sum \$	-	287,118.00	287,118.00
00020	Phase IIB Building Insulation	Lump Sum	All	Lump Sum \$	-	70,696.00	70,696.00
00021	Phase IIB Metal Roof Tiles	Lump Sum	All	Lump Sum \$	-	1,709,828.00	1,709,828.00
00022	Phase IIB EPDM Roofing	Lump Sum	All	Lump Sum \$	-	12,180.00	12,180.00
00023	Phase IIB Flashing and Sheet Metal	Lump Sum	All	Lump Sum \$	-	159,428.00	159,428.00
00024	Phase IIB Standing Seam Metal Roof	Lump Sum	All	Lump Sum \$	-	141,873.00	141,873.00
00025	Phase IIB Roof Accessories	Lump Sum	All	Lump Sum \$	-	23,110.00	23,110.00
00026	Phase IIB Joint Sealants	Lump Sum	All	Lump Sum \$	-	3,500.00	3,500.00
00027	Phase IIB Wood and Metal Doors	Lump Sum	All	Lump Sum \$	-	122,071.00	122,071.00
00028	Phase IIB Wood Windows	Lump Sum	All	Lump Sum \$	-	482,378.00	482,378.00
00029	Phase IIB Finishes	Lump Sum	All	Lump Sum \$	-	43,344.00	43,344.00
SUB-TOTAL OF ITEMS					2,175,556.00	4,668,715.00	6,844,271.00

## ANTICIPATED COSTS

ITEMS OF WORK AND MATERIALS	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL AMOUNT
N/A				\$ -
TOTAL:				\$ -

## SCHEDULE SUMMARY

	PHASE II	PHASE IIB	TOTAL PROJECT
BID ITEMS	\$ 6,844,271.00	\$ 2,175,556.00	\$ 4,668,715.00
ANTICIPATED ITEMS	\$ -	\$ -	\$ -
TOTAL IMPROVEMENT CODE 04:	\$ 6,844,271.00	\$ 2,175,556.00	\$ 4,668,715.00
CONSTRUCTION CONTINGENCY - BID ITEMS	\$ 379,610.94	\$ 76,144.46	\$ 303,466.48
TOTAL CONSTRUCTION	\$ 7,223,881.94	\$ 2,251,700.46	\$ 4,972,181.48
IMPROVEMENT CODE 17:			
CONSTRUCTION MANAGEMENT (City)	\$ 1,368,854.00	\$ 744,299.54	\$ 933,743.00
CONSTRUCTION ENGINEERING (STATE)	\$ 5,000.00	\$ 5,000.00	\$ -
ODOT CIVIL RIGHTS	\$ -	\$ -	\$ -
TOTAL IMPROVEMENT CODE 17	\$ 1,373,854.00	\$ 749,299.54	\$ 933,743.00
TOTAL PROJECT CONSTRUCTION ESTIMATE	\$ 8,597,735.94	\$ 3,001,000.00	\$ 5,905,924.48

## SUMMARY OF FUNDS FOR CONSTRUCTION PHASE ONLY

## SUMMARY OF FUNDS

APPN. CODE	IMP. CODE	PRO- RATA	SUB- JOB	TOTAL COST	FHWA (FEDERAL) FUNDS	CITY OF PORTLAND FUNDS	ARRA-HSIPR (FEDERAL) FUNDS
TE	L220	04	100% 421	\$ 1,565,000.00	\$ 1,016,054.00	\$ 548,946.00	\$ -
ARRA	C220	04	100% 421	\$ 1,436,000.00	\$ 1,436,000.00	\$ -	\$ -
HSIPR	TASK 2: CONSTRUCTION (PHASE IIB)			\$ 5,905,924.48	\$ -	\$ 5,924.48	\$ 5,900,000.00
TOTAL PROJECT				\$8,906,924.48	\$ 2,452,054.00	\$ 554,870.48	\$ 5,900,000.00