

INTERGOVERNMENTAL AGREEMENT
City of Portland, Enhanced Transit Corridors Plan

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation ("ODOT" or "Agency"), and City of Portland ("City" or "Grantee").

RECITALS

1. The Transportation and Growth Management ("TGM") Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Grant (as defined below) is financed with federal the Fixing America's Surface Transportation Act ("FAST Act") funds. Local funds are used as match for FAST Act funds.
4. By authority granted in ORS 190.110, state agencies may enter into agreements with units of local government to cooperate in administering policies and programs within their jurisdiction.
5. City has been awarded a TGM Grant which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

- A. "City's Amount" means the portion of the Grant Amount payable by ODOT to City for performing the tasks indicated in Exhibit A as being the responsibility of City.

B. "City's Matching Amount" means the amount of matching funds which City is required to expend to fund the Project.

C. "City's Project Manager" means the individual designated by City as its project manager for the Project.

D. "Consultant" means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

E. "Consultant's Amount" means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

F. "Direct Project Costs" means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.

G. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by City and Consultant during the term of this Agreement and include those costs approved in City's Federally Approved Indirect Cost Plan.

H. "Grant Amount" or "Grant" means the total amount of financial assistance disbursed under this Agreement, which consists of the City's Amount and the Consultant's Amount.

I. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.

J. "PSK" means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

K. "Project" means the project described in Exhibit A.

L. "Termination Date" has the meaning set forth in Section 2.A below.

M. "Total Project Costs" means the total amount of money required to complete the Project.

- N. "Work Product" has the meaning set forth in Section 5.I below.

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on May 31, 2018 ("Termination Date").

B. Grant Amount. The Grant Amount shall not exceed \$176,480.

C. City's Amount. The City's Amount shall not exceed \$36,660.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$139,820.

E. City's Matching Amount. The City's Matching Amount is \$24,065 or 12% of the Total Project Costs.

SECTION 3. DISBURSEMENTS

A. Subject to submission by City of such documentation of costs and progress on the Project (including deliverables) as are satisfactory to ODOT, the City may be reimbursed (up to City's Amount) by ODOT for, or count as part of the City's Matching Amount, as the case may be, only Direct Project Costs that are Federally Eligible Costs that City incurs after the execution of this Agreement in performing the tasks indicated in Exhibit A as being the responsibility of City. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

B. City shall present reimbursement requests, cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall submit reimbursement requests, cost reports for 100% of City's Federally Eligible Costs, and, subject to Section 3(C) below, shall be reimbursed at 60.37% up to the City's Amount.

C. ODOT shall reimburse the City for City's Federally Eligible Costs, at the rate and to the limit set forth in Section 3(B) above, for deliverables identified as being City's responsibility in the approved statement of work set out in Exhibit A within 45 days of satisfactory completion (as determined by ODOT's Contract Administrator) of such deliverables and receipt of City's reimbursement request.

D. ODOT reserves the right to withhold payment equal to ten percent (10%) of each disbursement until 45 days after ODOT's Contract Administrator's approval of the completion report described Section 5.K(2), at which time the balance due to City under this Agreement shall be payable.

E. Within 45 days after the latter of the Termination Date of this Agreement or City's compliance with Section 5.K. below, ODOT shall pay to City the balance due under this Agreement.

F. ODOT shall limit reimbursement of travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred and, to the extent not reimbursed, only travel expenses satisfying these requirements count as part of City's Matching Amount.

SECTION 4. CITY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

A. City represents and warrants to ODOT as follows:

1. It is a municipality duly organized and existing under the laws of the State of Oregon.
2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.
3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.
4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.
5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or

breach any provision of any agreement, instrument or indenture by which City or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of City.

B. As federal funds are involved in this Grant, City, by execution of this Agreement, makes the certifications set forth in Exhibits B and C. For purposes of the certifications in Exhibits B and C, references to "Contractor" shall be deemed references to City.

C. City understands and agrees that ODOT's obligation hereunder is contingent on ODOT having received funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

SECTION 5. GENERAL COVENANTS OF CITY

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project in accordance with the schedule set forth in Exhibit A; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which City is identified in Exhibit A as being responsible.

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under

ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

E. City shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:

- (1) Meet with the ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. (1) All of City's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and City

intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. City forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT grants to City a royalty-free, perpetual, word-wide, non-exclusive, and irrevocable license to use any Work Product for any governmental purpose, including, but not limited to, the right to reproduce Work Product for distribution upon request to members of the public.

(3) City shall ensure that any work products produced pursuant to this Agreement include the following statement:

"This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by the federal Fixing America's Surface Transportation Act ("FAST Act"), local government, and State of Oregon funds.

"The contents of this document do not necessarily reflect views or policies of the State of Oregon."

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its "home page".

J. Unless otherwise specified in Exhibit A, City shall submit all final products produced in accordance with this Agreement to ODOT's Contract Administrator in the following form:

(1) two hard copies; and

(2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

K. Within 30 days after the Termination Date, City shall

- (1) pay to ODOT City's Matching Amount less Federally Eligible Costs previously reported as City's Matching Amount. ODOT may use any funds paid to it under this Section 5.K (1) or any of the City's Matching Amount that is applied to the Project pursuant to Section 3.A to substitute for an equal amount of the federal FAST Act funds used for the Project or use such funds as matching funds; and
- (2) provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:
 - (a) The permanent location of Project records (which may be subject to audit);
 - (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are reimbursable hereunder and those costs which are being treated by City as City's Matching Amount;
 - (c) A list of final deliverables; and
 - (d) City's final disbursement request.

L. Single Audit Act Requirements. The TGM Program receives FAST Act grant funds through the Catalog of Federal Domestic Assistance ("CFDA") No. 20.205: Highway Planning and Construction and is subject to the regulations of the U.S. Department of Transportation ("USDOT"). City is a sub-recipient.

(1) Subrecipients receiving federal funds in excess of \$750,000 in the subrecipient's fiscal year are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. The Grantee, if subject to this requirement, shall at its own expense submit to ODOT a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to ODOT the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of the Grantee responsible for the financial management of funds received under this Agreement.

(2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If the Grantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant received under this Agreement.

(3) The Grantee shall save, protect and hold harmless ODOT from the cost of any audits or special investigations performed by the Federal awarding agency or any federal

agency with respect to the funds expended under this Agreement. The Grantee acknowledges and agrees that any audit costs incurred by the Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between the Grantee and the State of Oregon.

Exhibit E sets out the information required by 2 CFR 200331(a)(1). Records must be available as provided in Section 5.H. above.

SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though ODOT, rather than City is the party to the PSK with the Consultant, ODOT and City agree that as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. City will appoint a Project Manager to:
 - (1) be City's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;
 - (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and City personnel, as necessary;
 - (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and
 - (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

- A. Reserved

B. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.

C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.

D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

A. City fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. 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 ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable

administrative discretion, to continue to make payments for performance of this Agreement.

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further disbursements hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or City at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the

Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9(E) with respect to the Third Party Claim.

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including,

without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) 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 modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. 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 ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. 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.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are duly authorized, have read this Agreement, understand it, and agree to be bound by its terms and conditions.

City

City of Portland

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through its
Department of Transportation

By: _____
Jerri Bohard, Division Administrator or
designee
Transportation Development Division

Date: _____

ATTORNEY GENERAL'S OFFICE

Approved as to legal sufficiency by the
Attorney General's office.

By: David Elott
(Official's Signature)

Date: via e-mailed dated December 2, 2016

Contact Names:

April Bertelsen
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Portland, OR 97204
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Fax: 503-823-7609
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Terra Lingley, Contract Administrator
Transportation and Growth Management Program
123 NW Flanders
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Fax: 503-731-3266
E-Mail: Terra.M.Lingley@ODOT.State.or.us

EXHIBIT A
STATEMENT OF WORK
Enhanced Transit Corridors Plan

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|---|---|---|---|
| Name: Address: Phone: Fax: Email: | Agency Project Manager Terra Lingley ODOT Region 1 123 NW Flanders St Portland, OR 97290-4037 503-731-8232 503-731-3266 Terra.M.LINGLEY@odot.state.or.us | Name: Address: Phone: Fax: Email: | City Project Manager April Bertelsen City of Portland 1120 SW 5 th Avenue, Suite 800 Portland, OR 97204 503-823-6177 503-823-7609 april.bertelsen@portlandoregon.gov |
| Name: Address: Phone: Fax: Email: | Consultant Project Manager Catherine Ciarlo CH2M Hill 2020 SW 4 th Ave, Suite 300 Portland, OR 97201 503-872-4845 503-736-2000 Catherine.ciarlo@ch2m.com | | |

Abbreviations

Agency or ODOT – Oregon Department of Transportation

APM – Agency Project Manager

BRT -- Bus Rapid Transit

City – City of Portland

ETC – Enhanced Transit Corridors

GIS – Geographic Information System

PMT – Project Management Team

Project Partners – Decision Makers within Portland Bureau of Transportation, TriMet, ODOT
Region 1

RTP -- Region Transportation Plan

TAC – Technical Advisory Committee

TSP – Transportation System Plan

Project Purpose and Transportation Relationship and Benefit

This Project will produce several key benefits for the transportation system in the City of Portland (“City”). The Project will focus on transit lines with 15 minutes or better service most of the day, every day of the week, denoted Frequent Service by TriMet. The Enhanced Transit Corridors (“ETC”) Plan will, for the first time, establish clear and objective operational performance measures and thresholds to define what success looks like for the most heavily

used Frequent Service lines. These will be used on an ongoing basis by the City and TriMet to guide the prioritization of capital and operational investments in the newly-defined ETC. The second major benefit of Project is that it will assess both current and projected future performance of Frequent Service lines through analysis of projected growth in transit demand and how well that demand can be absorbed by planned levels of transit service.

Project Area

Project must include all existing or near term planned Frequent Service TriMet bus lines within the City with the exception of areas currently being planned in other projects: segments of bus lines serving inner Powell with Route 9, outer Division with Route 4 (Powell-Division Bus Rapid Transit (“BRT”) alignment); and Route 12 on SW Barbur Boulevard (SW Corridor). Existing Streetcar and MAX lines are not included in this Project.

Background

By 2035, the City is expected to grow by nearly 120,000 households (about 280,000 people) and add nearly 150,000 jobs. As population and employment growth continues in the region, the core frequent transit network is in danger of being overwhelmed by increased transit demand and traffic congestion in high-growth corridors. The inability to meet transit demand in these corridors would jeopardize local, regional, and state mode share, vehicle miles traveled, climate, and mobility goals and targets.

TriMet’s Frequent Service network, which includes MAX light rail, Portland Streetcar, and frequent bus service, has been a key component of Portland’s ability to absorb high levels of growth relative to the region as a whole. In the largely built-out transportation system in the inner core of the City, constrained right-of-way limits ability to add vehicle capacity on the major corridors relied on to move a large and growing population around the City and the region. Through frequent service TriMet has been able to steadily add person capacity that can absorb many of the new trips generated by infill development and reduce pressure on the state, regional, and local street systems. Frequent service has also allowed the City to make progress toward our health, equity, livability, air quality, and climate change goals.

The Portland Plan (adopted in 2012) and the 2015 Climate Action Plan have established a goal of 25% of all trips be taken by transit by 2035. Metro’s 2035 Regional Transportation Plan (“RTP”), updated in 2014, includes a goal of tripling transit mode share over 2005 levels. Data from Metro’s 2011 Travel Activity Survey indicates that only 6.6% of trips in Portland are currently on transit. Additional support for transit is needed, as the current growth trend is not aggressive enough to meet mode share targets and accommodate the transportation needs of expected population and employment growth.

City and TriMet need a clear sense of where and how to prioritize capital investments in transit lines in order to improve and maintain the ongoing operational efficiency, reliability, and capacity of the network. The City recognizes that it needs to take a more active role in ensuring the high-ridership transit lines are able to operate efficiently and reliably enough to provide

adequate capacity to meet transit demand. The ETC Plan will establish performance measures and thresholds to define a new class of “enhanced transit,” recommend new policies to support this, and lay out a plan for implementation through the application of targeted capital and operational investments.

This Project will provide crucial information that will allow the City and TriMet to identify the lines most in need of investment in both short-term and long-term timeframes, depending on the timing of growth. The ETC Plan will also develop conceptual investment plans for corridors identified as Top Priority Tier corridors. The ETC Plan will also identify projects recommended for inclusion in the City’s next update of the Transportation System Plan (“TSP”), adopted in 2002 and updated in 2007, with another update currently underway, and potentially the upcoming update of the Regional Transportation Plan so they are ready to pursue for funding. Finally, the ETC Plan will lay out a process for ongoing performance monitoring and performance maintenance over time, including establishment of a City program to invest in relatively small-scale, low-cost transit priority improvements as needed, consistent with the new Transit Priority program proposed in the current (2016) TSP update.

Other projects which may influence or inform this effort include TriMet’s Service Enhancement Plans, City of Portland 2035 Comprehensive Plan Update, Portland Bureau of Transportation’s Growing Transit Communities Plan and Oregon Department of Transportation’s (“ODOT”) Active Transportation Needs Inventory.

Project Objectives

- Identify a network of transit corridors that require more than traditional Frequent Service and warrant enhanced transit improvements in the near-term or long-term.
- Develop conceptual capital and operational investment plans for Top Priority Tier Enhanced Transit Corridors identified in this Project to help improve transit capacity, reliability and efficiency.
- Help achieve goals and objectives of the Portland 2035 Comprehensive Plan and TriMet’s Service Enhancement Plans.
- Define “Enhanced Transit” and develop recommended enhanced transit operational performance measures and threshold, policies, programs and projects for inclusion in the City of Portland’s TSP.
- Assess current and future performance of frequent bus service.
- Update the Public Transportation Modal Plan (Transit Element of the City TSP).
- Help inform candidate projects for the 2035 RTP and Portland TSP.
- Inform Project Partners of opportunities to improve Frequent Transit Service efficiency.
- Establish a framework and process for ongoing performance monitoring of transit lines.
- Assess the impact of proposed Tier 1 investments on other modes.

Expectations for Project Management

City shall provide a Project Manager throughout the Project and other adequate staff to complete the Project in accordance with the anticipated timeline. City shall maintain effective communication and coordination between Portland Bureau of Transportation, Bureau of

Planning and Sustainability, ODOT, Metro, TriMet, and other agencies throughout the Project through participation with the Project Management Team (“PMT”) and Technical Advisory Committee (“TAC”).

PMT must include Consultant Project Manager, City Project Manager, APM, and a representative from TriMet.

Expectations for Public and Agency Involvement

The City shall assume primary responsibility for designing and executing public and stakeholder outreach for the ETC. Given this is a citywide planning effort and not focused on a specific geographic area, the City may either form a Community Advisory Group or create a different strategy for engaging community stakeholders, such as relying on input from existing standing citywide committees, community groups and advocacy organizations. If the City chooses to create a different strategy for engaging community stakeholders, the City shall identify and recommend which standing advisory committees and organizations should be kept informed about this process. Outreach may include an online survey, comment opportunity or other online engagement tool.

Public and Stakeholder Outreach events may be held in conjunction with other planning processes to reach a broad audience. The events may include public open houses and focused outreach to targeted stakeholder groups and standing citywide committees. The number of events will depend upon what is learned during the planning process about interested stakeholder groups.

The TAC shall consist of representatives from multiple agencies and departments within agencies such as the Portland Bureau of Transportation, Portland Bureau of Planning and Sustainability, TriMet, ODOT Planning, ODOT Technical Services, ODOT Traffic, and others as identified by the PMT. Decision making shall operate using informed consent.

“Project Partners” shall consist of decision makers within Portland Bureau of Transportation, TriMet, and ODOT Region 1 to keep them informed and gain agreement and guidance as the project progresses.

Expectations for Products

Deliverables must be written concisely and use a simple and direct style, both to minimize the length of the final document and to make the document understandable to as large an audience as is reasonable. Where possible, the Consultant must present information in tabular or graphic format, with a simple and concise accompanying narrative (e.g., system inventories, traffic conditions).

Deliverables: Consultant shall provide a draft of all written deliverables to the City’s Project Manager and Agency Project Manager (“APM”) in electronic format at least two weeks prior to broader distribution. City and APM shall review the deliverables and submit comments to

Consultant within one week for corrections prior to distribution, of the draft to the Project Partners, TAC and Community Advisory Groups. Consultant's draft deliverables must be substantially complete and any changes or revisions needed to address comments are expected to be minor and part of the draft.

City shall collect, prepare, and provide to Consultant one adjudicated set of written comments on the draft deliverables following any comments received from Project Partners or TAC; City shall also, at its discretion, forward input from Community Advisory Group or other stakeholder meetings. Consultant shall provide the revised deliverables to the City and APM within one week unless otherwise specified or another agreed-upon amount of time is established.

Electronic versions must be in Microsoft Office formats or an editable format agreed upon by PMT.

Consultant shall prepare and provide to PMT *maps and graphic deliverables* in PDF format. Final versions must be separately provided in their native format, e.g., AutoCAD or ArcGIS.

Consultant shall provide any Geographic Information Systems ("GIS") layers used for inventory and graphic deliverables (e.g., volumes, transit layers) to the City, the ODOT Transportation Planning Analysis Unit and the Geographic Information Services Unit.

Consultant name or logos may not appear on *final* documents, with the exception of the acknowledgement page.

Transmittal of all electronic files and materials used to develop previous memos, maps, graphics and presentation materials so they can be inserted into the final plan and for future use by the City. Transmittal to include original source files, such as GIS shapefiles and geo databases should they need to be revised.

Task 1: Project Management and Agency and Public Involvement

- 1.1 PMT Check-Ins** – The PMT shall check in (conference calls are acceptable) regularly throughout the Project to discuss scope and schedule. Up to 24 PMT Check-ins that are anticipated to be one-hour. Project delivery period is 15 months. Schedule extensions would require additional resources for project management. PMT meetings will be held by phone or at Consultant's office.
- 1.2 Project Timeline** – City shall prepare and update as needed a graphical, easy to read Project Timeline showing Project milestones by task, anticipated dates for deliverables and milestones, along with key times to engage the community.
- 1.3 Memo #1: Public and Stakeholder Outreach Plan**– Consultant shall prepare draft and final Memo #1 to address coordination between agencies, organizations, groups, and

individuals likely to have an interest in the Project outcome, and outreach needed to meet Title VI, Civil Rights goals. Memo #1 must include a strategy for engaging community stakeholders during the planning process. Memo #1 must include the creation of a TAC made up of relevant technical staff and agency representatives to review and comment on project deliverables. PMT members shall review and comment.

City shall provide guidance and input on outreach and engagement strategies as well as key agency and community stakeholder groups to target for inclusion in the Outreach Plan. One round of adjudicated comments will be incorporated by the Consultant into Memo #1.

- 1.4 Fact Sheets** – Consultant shall prepare four two-page fact sheets describing the Project at key points. PMT shall approve the timing and content. City shall distribute Fact Sheets. One round of adjudicated comments will be incorporated by the Consultant into Fact Sheets.
- 1.5 TAC Roster** – City shall create a TAC roster consisting of City, TriMet, Metro and ODOT staff. Expertise represented should include freight, streetcar, bicycle, and pedestrian modes, systems operations, intelligent transportation systems, emergency management, transit operations, transit planning, and land use planning.

City Deliverables

- 1a PMT Check-ins (up to 24) (task 1.1)
- 1b Project Timeline (task 1.2)
- 1c Fact Sheets review and comment and distribution (task 1.4)
- 1d TAC Roster (task 1.5)

Consultant Deliverables

- 1A PMT Check-ins (up to 24) (task 1.1)
- 1B Memo #1 (draft and final) (task 1.3)
- 1C Fact Sheets (up to 4) (task 1.4)

Task 2: Define Network of Candidates Corridors, Segments and Hot Spots

Objectives

- Identify existing or near-term planned TriMet Frequent Service transit lines to form the universe of Candidate Corridors and hot spots to be further evaluated
- Use a high-level screening process to define corridor segments of transit lines to be further evaluated as potential Enhanced Transit Corridors

Subtasks

- 2.1 Map and List of Candidate Corridors** – City shall prepare a draft and final Map and

List of Candidate Corridors to be studied and evaluated further. Approach shall include the following:

Start from the existing Frequent Service network map provided by TriMet and update it to reflect any recent changes so that it includes all current existing or near-term planned Frequent Service transit lines based on the most current data.

Break the transit lines into proposed corridor segments for further analysis where appropriate. For example, transit lines that pass through downtown Portland may be broken into different segments. Transit Centers may also be logical places to break bus lines into segments if the character of the line is different on either side.

Develop an initial narrowed list of Candidate Corridors using high-level screening criteria based on historic transit operations and reliability, ridership and areas of forecasted future growth.

Identify the universe of Candidate Corridors to be further evaluated.

If any parts of the selected corridors contain ODOT or County operated facilities, the PMT will coordinate with the affected facility provider throughout the process.

Consultant shall review and comment on Map and List of Candidate Corridors.

- 2.2 TAC Meeting #1** – City shall arrange and conduct TAC Meeting #1 to provide background on the TAC's role, introduce committee members to the Project, and discuss the Project timeline. City shall also present and discuss the draft map and list of Candidate Corridors and criteria used in a high-level corridor screening process. Consultant shall attend and contribute to the discussion, which will inform future tasks. Consultant shall participate and provide meeting summary. City will arrange and facilitate TAC Meeting. Three members of the Consultant team will attend TAC Meeting #1

City Deliverables

- 2a Draft and final Map and List of Candidate Corridors (task 2.1)
- 2b TAC Meeting #1 (task 2.2)

Consultant Deliverables

- 2A Comment on Map and List of Candidate Corridors (task 2.1)
- 2B TAC Meeting #1 (Attendance and Summary) (task 2.2)

Task 3: Existing and Projected Conditions

Objective

- Document the existing conditions for all Candidate Corridors
- Document projected future conditions of Candidate Corridors

Subtasks

- 3.1 Memo #2: Existing and Future Conditions Report** – City shall compile and provide to the Consultant the existing conditions data and analysis results of the high level screening to identify the Candidate Corridors and hot spots. The existing conditions data and analysis results must be integrated into Memo #2. Consultant shall prepare draft and final Memo #2, documenting the analysis of existing and future conditions along potential ETC corridors. Consultant shall compile, review, and summarize existing public policies, plans, guidelines, and previous studies and data that pertain to the screened list of potential corridors (up to 12). Memo #2 must primarily consist of two-page profile sheets of each Candidate Corridor, and where appropriate, Citywide materials must be documented and displayed in a combined section or map.

Memo #2 must include, but is not limited to:

- a) Existing transit data and analysis provided by City and TriMet:
 - Ridership
 - Service levels
 - Stop-level data
 - Operational performance data on where buses exceed passenger capacity standards (as defined by TriMet) and which segments regularly experience delay (as defined by TriMet).
 - Future forecasted traffic peak period congestion, transit headways and ridership from existing model run outputs from the City and Metro regional model
 - Existing signal priority and other relevant Transportation System Management and Operations infrastructure and approaches
 - Demographic data particularly for targeted environmental justice populations
 - Current and future population and employment forecasts from the 2035 Comprehensive Plan Update
 - Existing A.M. and P.M. peak traffic period congestion and traffic performance from existing model run outputs from the City and Metro regional model
 - Policy Background

City and TriMet shall provide Consultant with transportation model assumptions and outputs, documents, data, and resources assembled for each of the 12 potential ETC corridors.

Consultant shall provide draft Memo #2 to PMT no later than 2 weeks before TAC Meeting #1. PMT shall review and provide adjudicated comments within 1 week after receipt of draft Memo #2. Consultant shall make corrections and provide to City for distribution to TAC. After TAC Meeting #1, Consultant shall prepare final Memo #2 and provide to City and APM within one week of receipt of adjudicated comments from City. Consultant shall incorporate into Memo #2 two rounds of adjudicated comments (one before and one after TAC Meeting #1).

- 3.2 Corridor Base Maps** – City shall prepare Base Maps for each Candidate Corridor to communicate the Memo #2 conditions and inform selection and prioritization in Task 4.

City shall provide draft Corridor Base Maps for Consultant to enhance and finalize. Base Maps must be in plan view. Consultant shall enhance base maps by providing additional representations such as pie charts, line drawings and other methods of summarizing and communicating key information. Examples of the type of graphics anticipated for this task can be found at <http://www.fastcoexist.com/1681868/3-creative-ways-to-visualize-urban-public-transportation> and <http://interactiondesign.sva.edu/people/project/visualizing-new-yorks-transit-data-morning-delays>.

Consultant shall provide draft enhanced Corridor Base Maps to PMT no later than 2 weeks before TAC Meeting #1. PMT shall review and comment within 1 week after receipt of Corridor Base Maps. Consultant shall incorporate into Corridor Base Maps two rounds of adjudicated comments (one before and one after TAC Meeting #1). Consultant shall make corrections and provide to City for distribution to TAC. Consultant shall prepare final Corridor Base Maps and provide to City and APM within one week of receipt of adjudicated comments from City. The City shall provide GIS layers to Consultant for Corridor Base Maps.

City Deliverables

- 3a Existing Conditions Data and Background Documents (task 3.1)
- 3b Draft Corridor Base Maps (task 3.2)
- 3d Review and comment on Memo #2: Existing and Future Conditions Report (task 3.1)
- 3e Review and comment on enhanced Corridor Base Maps (task 3.2)

Consultant Deliverables

- 3A Memo #2 (task 3.1)
- 3B Enhanced Corridor Base Maps (task 3.2)

Task 4: Define a Methodology for Identifying and Prioritizing Enhanced Transit Corridors

Objectives

- Establish a methodology for identifying and prioritizing ETC
 - Develop a definition for “Enhanced Transit”
 - Develop and refine operational performance measures and performance thresholds for how ETC should operate
 - Develop criteria for designating and prioritizing corridors and hot spots for Enhanced Transit in three Priority Tiers

Subtasks

- 4.1 Memo #3: Methodology** – Consultant shall prepare draft and final Memo #3, developing and documenting a replicable methodology for identifying ETC in coordination with Portland Bureau of Transportation and TriMet. Memo #3 must include:

- a) A definition for “Enhanced Transit,” a new level of service and associated treatments greater than traditional Frequent Service, yet below full High Capacity Transit.
- b) A definition for three Priority Tiers. Tiers will be defined by the PMT in collaboration with Consultant and may reflect level of need, effort, cost and readiness.
- c) Criteria for designating corridors for Enhanced Transit. The criteria must include, but are not limited to:
 - General transit operational performance, such as exceeding passenger capacity standards and decline in on-time performance relative to schedule and total travel time over years.
 - Assessment of how candidate corridors perform (both transit and traffic performance) under current conditions and ability to meet current ridership demand.
 - Assessment of how candidate corridors perform (both transit and traffic performance) under future forecasted conditions and ability to meet future forecasted growth and ridership demand.
 - Demographics and equity considerations.
- d) Operational performance measures and performance thresholds for how ETC should operate, to provide guidance on acceptable levels of service for travel time, reliability, frequency, and capacity. The performance thresholds must provide triggers for capital, operational and service improvements.
- e) Criteria for prioritizing corridors for Enhanced Transit in three Priority Tiers. The criteria must include, but is not limited to:
 - Level of operational performance and extent of need to redress deficiencies.
 - Timeline for when improvements are needed, either in the near-term based on existing conditions, or long-term based on future forecasted growth.
 - Level of effort to implement recommended solution from Toolbox.
 - Cost of improvement.
 - Readiness of the corridor or segment in terms of political, physical considerations, or ability to integrate improvement into another project at the same location, thereby reducing the cost and disruption of implementing the solution.

Consultant shall provide draft Memo #3 to PMT no later than 2 weeks before TAC Meeting #2 (in Task 5). PMT shall review and provide adjudicated comments within 1 week after receipt of draft Memo #3. Consultant shall make corrections and provide to City for distribution to TAC. After TAC Meeting #2, Consultant shall prepare final Memo #3 and provide to City and APM within one week of receipt of adjudicated comments from City.

City Deliverables

- 4a Review and comments on Task 4 deliverables (task 4.1)

Consultant Deliverables

4A Memo #3 (task 4.1)

Assumptions

Two rounds of adjudicated comments (one before and one after TAC Meeting #2) will be incorporated by the Consultant into Memo #3.

Task 5: Identify Potential Capital and Operational Improvements Toolbox

Objectives

- Identify and describe possible capital and operational treatments that may apply to Enhanced Transit Corridors.

Subtasks

5.1 Memo #4: Capital and Operational Improvements Toolbox

Consultant shall prepare draft and final Memo #4, identifying capital and operational treatments that could be used to improve transit performance on each measure identified in Task 4. Memo #4 must indicate whether or not the treatments are consistent with facility providers' plans, policies and codes and are feasible in the City or by the affected facility provider if not on a City-operated facility.

Treatments will range from capital/civil improvements to rolling stock modifications and may include Transportation System Management and Operations approaches as approved by the project partners. If a treatment is not presently permissible under the facility providers' plans, policies, performance measures and codes but is recommended, it must be noted what kind of changes would be required to allow it.

Memo #4 must be formatted as compendium of the toolkit. Consultant shall develop one-page "cut sheets" with imagery, text and infographics for 10 to 20 transit "tools". The content of the "cutsheets" shall be prepared in a way to enable their re-use and reconfiguration in a variety of formats and media, such as websites, boards/posters, and handouts. Consultant shall provide a single graphic compendium of all the tools in a matrix arrangement. The Memo #4 "cutsheets" must describe the typical effectiveness of each treatment and the situations in which they are most applicable, and communicate the key relationship of the tool to the transit performance problem.

Consultant shall provide draft Memo #4 to PMT no later than 2 weeks before TAC Meeting #2. PMT shall review and provide adjudicated comments within 1 week after receipt of draft Memo #4. Consultant shall make corrections and provide to City for distribution to TAC. After TAC Meeting #2, Consultant shall prepare final Memo #4 and provide to City and APM within one week of receipt of adjudicated comments from City.

- 5.2 TAC Meeting #2** – City shall arrange and conduct and Consultant shall present at TAC Meeting #2. The purpose of TAC Meeting #2 is to obtain feedback on draft Memo #2, draft Memo #3 and draft Memo #4. Consultant shall prepare presentation materials and a meeting summary.
- 5.3 Public and Stakeholder Outreach Events Set #1** – City shall arrange and conduct 6 to 10 Public and Stakeholder Outreach events to share findings of Tasks 2, 3, 4 and 5 and solicit feedback from stakeholders.

Consultant shall attend and present at 2 outreach events in Public and Stakeholder Outreach Events Set #1. Consultant shall prepare and deliver presentations and hardcopies of materials at these 2 events. For the other events in Public and Stakeholder Outreach Events Set 1, Consultant shall prepare a master presentation and hardcopies of materials for presentation and distribution by City. Consultant shall prepare a summary of the outreach events that includes feedback recorded by City.

City Deliverables

- 5a Review and comment on Task 5 deliverables
- 5b TAC Meeting #2 (task 5.2)
- 5c Public and Stakeholder Outreach Events Set #1 (task 5.3)

Consultant Deliverables

- 5A Memo #4 (task 5.1)
- 5B TAC Meeting #2 (Attendance, Presentation and Summary) (task 5.2)
- 5C Public and Stakeholder Outreach Events Set #1 (Attend2 outreach events; Master Presentation and Materials for all events; and Summary for Set 1 events) (task 5.3)

Task 6: Evaluate and Identify Priority Enhanced Transit Corridors

Objectives

- Evaluate the Universe of Candidate Corridors
- Select a network of Enhanced Transit Corridors.
- Sort the Enhanced Transit Corridors into Priority Tiers
- Identify top priority corridors or segments for additional deeper performance evaluation and planning

Subtasks

- 6.1 Memo #5: Recommended ETC and Prioritization** – Using City and TriMet-provided data, Consultant shall prepare draft and final Memo #5, recommending which Frequent Service Corridors and hot spots should advance to enhanced status and prioritizing corridors. Consultant actions to prepare Memo #5 must include:

Subtasks

- 7.1 Memo #6: Conceptual Investment Report** –Consultant shall prepare Memo #6 focused on implementing the Top Priority Tier ETC (up to 3 corridors), using data and analysis prepared by TriMet about types and sources of transit delay in ETC Corridors and hot spots,. Memo #7 must apply the Toolkit developed in Task 5, for Top Priority Tier ETC, including the location of capital improvements and operational treatments that could be used to improve transit performance. Memo #6 must include tools from the Task 5 Memo #4, and informed by the findings from TriMet’s data and analysis. Corridor maps must indicate the vicinity of toolkit treatments and indicate overarching operational improvements.

Memo #6 must identify potential impacts of recommended changes on traffic performance and safety impacts on all modes, and note issues where additional analysis (beyond the scope of this study) is needed.

Consultant shall provide draft Memo #6 to PMT no later than 2 weeks before TAC Meeting #4. PMT shall review and provide adjudicated comments within 1 week after receipt of draft Memo #6. Consultant shall make corrections to and provide to City for distribution to TAC. After TAC Meeting #4, Consultant shall prepare final Memo #6 and provide to City and APM within one week of receipt of adjudicated comments from City.

- 7.2 TAC Meeting #4** – City shall arrange and conduct and Consultant shall present at TAC Meeting #4. Consultant shall present draft Memo #6 and facilitate a discussion to solicit input. Consultant shall prepare presentation materials and a meeting summary.
- 7.3 Public and Stakeholder Outreach Events Set #2** – City shall schedule and conduct between 6 and 10 Public and Stakeholder Outreach events to share findings of Tasks 6 and 7.

Consultant shall attend up to 2 outreach events in Public and Stakeholder Outreach events Set #2. Consultant shall prepare and deliver presentations and hardcopies of materials at these two events. For the other events in this Public and Stakeholder Outreach events Set #2, Consultant shall prepare a master presentation and hardcopies of materials for presentation and distribution by City. Consultant shall prepare a summary of the outreach events that includes feedback recorded by City.

City Deliverables

- 7a TAC Meeting #4 (task 7.2)
- 7b Public and Stakeholder Outreach Events Set #2 (task 7.3)
- 7c Review and comment on Task 7 deliverables

- a) Use the criteria for designating corridors from the Memo #4 methodology developed in Task 5 to evaluate all Candidate Corridors for inclusion in the list of ETC designated for further study.
- b) Using the Memo #3 toolkit developed in Task 4, identify a range of potential solutions for each ETC or segment. This may take the form of a spread sheet.
- c) Recommend groupings of the ETC with a demonstrated investment need into three Priority Tiers based on the Memo #4 criteria for prioritizing corridors for Enhanced Transit developed in Task 5. The top priority tier of ETC must be identified for additional evaluation and planning in Task 7.
- d) Identify corridors for monitoring as future High Capacity Transit or ETC. Identified corridors are expected to be corridors with very high capital investment costs (which may be identified as candidates for future high-capacity transit or streetcar expansion) and those with only modest demand which may become ETC in the future.

Consultant shall provide draft Memo #5 to PMT no later than 2 weeks before TAC Meeting #3. PMT shall review and provide adjudicated comments within 1 week after receipt of draft memo #5. Consultant shall make corrections and provide to City for distribution to Project TAC. After TAC Meeting #3, Consultant shall prepare final Memo #5 and provide to City and APM within one week of receipt of adjudicated comments from City.

- 6.2 TAC Meeting #3** – City shall arrange and conduct and Consultant shall present at TAC Meeting #3. Consultant shall present draft Memo #5 and discuss the process for reaching the recommendations. TAC shall provide feedback on Memo #5. Consultant shall prepare presentation materials and a meeting summary.

City Deliverables

- 6a TAC Meeting #3 (task 6.2)
- 6b Review and comment on Task 6 deliverables

Consultant Deliverables

- 6A Memo #5 (task 6.1)
- 6B TAC Meeting #3 (Attendance, Presentation, and Summary) (task 6.2)

Task 7: Develop Conceptual Investment Report for Top Priority Tier Enhanced Transit Corridors

Objectives

- Develop Conceptual Investment Report for Top Priority Tier Enhanced Transit Corridors

Consultant Deliverables

- 7A Memo #6 (task 7.1)
- 7B TAC Meeting #4 (Attendance, Presentation, and Summary) (task 7.2)
- 7C Public and Stakeholder Outreach Events Set #2 (Attend up to 2 events; Master Presentation and Materials for all events; and Summary for Set 2 events) (task 7.3)

Task 8: Refinement and Implementation Plan

Objectives

- Develop implementation strategies including recommended policy changes, modal classifications, projects, and program design for inclusion in the TSP and potential additions to the 2035 RTP.
- Establish a process to be used by the City and TriMet for ongoing performance monitoring and maintenance of ETC.
- Develop a recommended plan for adoption.

Subtasks

8.1 Memo #7: Implementation Strategies and Performance Monitoring – Consultant shall prepare Memo #7, refining the outcomes of the earlier tasks and develop implementation strategies. Memo #7 must be broken into three parts based on ownership of the facility: one addressing City owned facilities, one addressing ODOT owned facilities, and one addressing improvements or treatments to be implemented on or through TriMet property or service.

- a) In the section on City of Portland owned facilities, Memo #7 must identify recommended policy changes, modal classifications, projects, and programs for inclusion in the City TSP and potential additions to the 2035 RTP for ETC.
- b) For ODOT owned facilities, Memo #7 must identify recommended policy changes, modal classifications, projects, and programs to be submitted as information to ODOT Region 1.
- c) For improvements or treatments to be implemented on or through TriMet property or service under the control of TriMet owned facilities, Memo #8 must identify recommended policy changes, projects, investments or service classifications for potential inclusion in TriMet's budget and the 2035 RTP.

Memo #8 must also document a process to be used by the City and TriMet for ongoing performance monitoring and maintenance through targeted capital and operational investments. Consultant shall develop a framework and guidance on roles and business practices to guide agency coordination and partnership through on-going implementation.

Consultant shall provide draft Memo #7 to PMT no later than 2 weeks before TAC Meeting #5. PMT shall review and provide adjudicated comments within 1 week after receipt of draft Memo #7. Consultant shall make corrections and provide to City for

distribution to TAC. After TAC Meeting #5, Consultant shall prepare final Memo #7 and provide to City and APM within one week of receipt of adjudicated comments from City.

- 8.2 Recommended ETC Plan** – Consultant shall prepare draft Recommended ETC Plan that includes the findings and recommendations of the preceding memos. Consultant shall provide draft ETC Plan no later than 2 weeks before TAC Meeting #5. PMT shall review and provide adjudicated comments within 1 week after receipt of draft Recommended ETC Plan. Consultant shall prepare revised draft ETC Plan and provide to City for distribution to TAC.

After TAC Meeting #5, and review and comment from the TAC, Consultant shall prepare revised Recommended ETC Plan within one week of receipt of adjudicated comments from the City.

Consultant shall submit the revised Recommended ETC Plan to City and APM as follows:

- Two bound paper copies to both the City and APM
- Two electronic copies in native and .pdf format on CD, including attachments and appendices to both the City and APM.

- 8.3 TAC Meeting #5**– City shall schedule and conduct and Consultant shall present at TAC Meeting #5. Consultant shall present draft Memo #7 and facilitate a discussion. Consultant shall present the draft Recommended ETC Plan. Consultant shall prepare presentation materials and a meeting summary.
- 8.4 Title VI Report** – City shall prepare and submit to APM a report to document outreach efforts to low-income, minority, and other local disadvantaged populations, in accordance with the requirements of Title VI.

City Deliverables

- 8a TAC Meeting #5 (task 8.3)
- 8b Title VI Report (task 8.4)
- 8c Review and comment on Task 8 deliverables

Consultant Deliverables

- 8A Memo #7 (task 8.1)
- 8B Draft and revised Recommended ETC Plan (task 8.2)
- 8C TAC Meeting #5 (Attendance, Presentation, and Summary) (task 8.3)

Project Schedule

| Task | Months from Notice to Proceed |
|-------------|---|
| 1 | December 2016 – February 2017 (and ongoing for Fact Sheets) |
| 2 | December 2016 – February 2017 |
| 3 | December 2016 – March 2017 |
| 4 | December 2016 – March 2017 |
| 5 | December 2016 – March 2017 |
| 6 | February 2017 – April 2017 |
| 7 | May 2017 – September 2017 |
| 8 | October 2017 – February 2018 |

City Budget and Match Plan (Estimated)

| Task | Description | Budget Amount |
|-------------|---|----------------------|
| 1 | Project Management and Agency and Public Involvement | \$16,725 |
| 2 | Define Network of Candidates Corridors, Segments, and/or Hot Spots | \$3,000 |
| 3 | Existing and Projected Conditions | \$3,000 |
| 4 | Define Methodology for Identifying and Prioritizing Enhanced Transit Corridors | \$12,000 |
| 5 | Identify Potential Capital and Operational Improvements Toolbox | \$3,000 |
| 6 | Evaluate and Identify Priority Enhanced Transit Corridors | \$6,000 |
| 7 | Develop Conceptual Investment Report for Top Priority Tier Enhanced Transit Corridors | \$12,000 |
| 8 | Refinement and Implementation Plan | \$5,000 |
| | Project Total | \$60,000 |
| | | |
| | City's Amount | \$36,660 |
| | City's Matching Amount | \$24,065 |

Consultant Deliverable Table

| Task | Deliverable | Total Fixed Amount |
|-------------|--|---------------------------|
| 1A | PMT Check-ins (up to 24 @ \$430) (task 1.1) | \$10,320 |
| 1B | Memo #1 (task 1.3) | \$2,400 |
| 1C | Fact Sheets (task 1.4) | \$6,200 |
| | Task 1 total | \$18,920 |
| 2A | Comment on Map and List of Candidate Corridors (task 2.1) | \$1,900 |
| 2B | TAC Meeting #1 (Attendance and Summary) (task 2.2) | \$2,100 |
| | Task 2 total | \$4,000 |
| 3A | Memo #2 (task 3.1) | \$7,600 |
| 3B | Enhanced Corridor Base Maps (task 3.2) | \$3,900 |
| | Task 3 total | \$11,500 |
| 4A | Memo #3 (task 4.1) | \$7,900 |
| | Task 4 total | \$7,900 |
| 5A | Memo #4 (task 5.1) | \$16,700 |
| 5B | TAC Meeting #2 (Attendance, Presentation and Summary) (task 5.2) | \$4,300 |
| 5C | Public and Stakeholder Outreach Events Set #1 (task 5.3) | \$6,400 |
| | Task 5 total | \$27,400 |
| 6A | Memo #5 (task 6.1) | \$13,100 |
| 6B | TAC Meeting #3 (task 6.2) | \$4,400 |
| | Task 6 total | \$17,500 |
| 7A | Memo #6 (task 7.1) | \$9,400 |
| 7B | TAC Meeting #4 (Attendance, Presentation, and Summary) (task 7.2) | \$4,200 |
| 7C | Public and Stakeholder Outreach Events Set #2 (Attend 2 events; Master Presentation and Materials for all events; and Summary for Set 2 events) (task 7.3) | \$6,400 |
| | Task 7 total | \$20,000 |
| 8A | Memo #7 (task 8.1) | \$14,000 |
| 8B | Draft and revised Recommended ETC Plan (task 8.2) | \$13,300 |
| 8C | TAC Meeting #5 (Attendance, Presentation, and Summary) (task 8.3) | \$5,300 |
| | Task 8 total | \$32,600 |
| | | |
| | PROJECT TOTAL | \$139,820 |

EXHIBIT B (Local Agency or State Agency)**CONTRACTOR CERTIFICATION**

Contractor certifies by signing this contract that Contractor has not:

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

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

AGENCY OFFICIAL CERTIFICATION (ODOT)

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

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

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

EXHIBIT CFederal Provisions
Oregon Department of Transportation**I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION**

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

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

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

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

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

EXCEPTIONS:

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

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

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

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.

4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

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

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

- Appendix B of 49 CFR Part 29 -

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

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

IV. EMPLOYMENT

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

similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

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

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to

ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor

becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Oregon Department of Transportation (ODOT) and its contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither ODOT nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

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

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

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

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to

any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

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

**FOR INQUIRY CONCERNING ODOT'S
DBE PROGRAM REQUIREMENT
CONTACT OFFICE OF CIVIL RIGHTS
AT (503)986-4354.**

| EXHIBIT D | |
|--|--|
| ELIGIBLE PARTICIPATING COST | |
| DESCRIPTION | |
| PERSONNEL SERVICES | |
| <i>Salaries</i> - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken. | |
| <i>Overtime</i> - Payments to employees for work performed in excess of their regular work shift. | |
| <i>Shift Differential</i> - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules. | |
| <i>Travel Differential</i> - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules. | |
| SERVICES AND SUPPLIES | |
| In-State Travel - Per Rates Identified in State Travel Handbook | |
| <i>Meals & Misc.</i> - Payment for meals incurred while traveling within the State of Oregon. | |
| <i>Lodging & Room Tax</i> - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon. | |
| Fares, Taxi, Bus, Air, Etc. | |
| <i>Per Diem</i> - Payment for per diem, incurred while traveling within the State of Oregon. | |
| <i>Other</i> - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon. | |
| <i>Private Car Mileage</i> - Payment for private car mileage while traveling within the State of Oregon. | |
| Office Expense | |
| <i>Direct Project Expenses Including:</i> | |
| <i>Photo, Video & Microfilm Supplies</i> - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc. | |
| <i>Printing, Reproduction & Duplication</i> - Expenditures for services to copy, print, reproduce and/or duplicate documents. | |
| <i>Postage</i> - Payment for direct project postage. | |
| <i>Freight & Express Mail</i> - Payment for direct project freight services on outgoing shipments. | |
| Telecommunications | |
| <i>Phone Toll Charges (long-distance)</i> - Payment for telephone long distance charges. | |
| Publicity & Publication | |
| <i>Publish & Print Photos</i> - Payment for printing and publishing photographs to development of publicity and publications. | |
| <i>Conferences</i> (costs to put on conference or seminars) | |
| Equipment \$250 - \$4,999 | |
| NOT ELIGIBLE | |
| Employee Training, Excluding Travel | |
| NOT ELIGIBLE | |
| Training In-State Travel | |
| NOT ELIGIBLE | |
| CAPITOL OUTLAY | |
| NOT ELIGIBLE | |

EXHIBIT E

Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

1. Federal Award Identification: 0000(240)
2. Grantee Name (which must match the name associated with 3 below): City of Portland
3. Grantee's unique entity identifier (i.e. DUNS number): _____
4. Federal Award Identification Number (FAIN): 0000(240)
5. Federal Award Date: September 16, 2015
6. Period of Performance Start and End Date: From November 2016 to May 2018
7. Total Amount of Federal Funds Obligated by this Agreement: \$176,480
 - A. Total Amount of Federal Award: \$176,480
Federal award project description: 2015-17 Transportation and Growth Management
Program
Name of Federal awarding agency: FHWA
Contact information for awarding official: Linda Swan
Indirect cost rate: %
 - i.a. CFDA Number and Name: 20.205 - Highway Planning and Construction
 - i.b. Amount: \$176,480
 - ii.a. CFDA Number and Name: _____
 - ii.b. Amount: _____
 - iii.a. CFDA Number and Name: _____
 - iii.b. Amount: _____
 - B. Total Amount of Federal Award: _____
Federal award project description: _____
Name of Federal awarding agency: _____
Contact information for awarding official: _____
Indirect cost rate: _____
 - i.a. CFDA Number and Name: _____
 - i.b. Amount: _____
 - ii.a. CFDA Number and Name: _____
 - ii.b. Amount: _____
 - iii.a. CFDA Number and Name: _____
 - iii.b. Amount: _____
 - C. Total Amount of Federal Award: _____
Federal award project description: _____
Name of Federal awarding agency: _____

Contact information for awarding official:

Indirect cost rate: _____
i.a. CFDA Number and Name: _____
i.b. Amount: _____
ii.a. CFDA Number and Name: _____
ii.b. Amount: _____
iii.a CFDA Number and Name: _____
iii.b Amount: _____

8. Total Amount of Federal Funds Obligated to Grantee: \$176,480
9. Is Award R&D? ☐ Yes ☒ No