

Exhibit A

CITY OF PORTLAND AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

CONTRACT NUMBER 30005942

TITLE OF WORK PROJECT Transportation Demand Management Services

This Contract is between the City of Portland ("City," or "Bureau") and Nelson Nygaard Consulting Associates, Inc., hereafter called Consultant. The City's Project Manager for this Contract is Scott Cohen.

Effective Date and Duration

This Contract shall become effective on 7/20/2017. This Contract shall expire, unless otherwise terminated or extended, on 12/31/2018.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$157,381.00 for accomplishment of the work.
- (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): Nelson Nygaard Consulting Associates, Inc.

Address: 621 SW Morrison St., Suite 1250, Portland, OR 97205

Employer Identification Number (EIN): 58-2592493

[INDEPENDENT CONSULTANTS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]

City of Portland Business Tax Registration Number: 422739

Citizenship: Nonresident alien ☐ Yes ☐ No
Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation
☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to Contract approval.

TERMS AND CONDITIONS

1. Standard of Care

Consultant shall perform all services under this Contract using that care, skill, and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

Passage of the Contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

3. Order of Precedence

This Contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence:

- a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the Contract.

4. Early Termination of Contract

- (a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.
- (b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 calendar days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant justifiably terminates the Contract pursuant to subsection 4(b), the Consultant's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Consultant's work product before the date of termination becomes property of the City.

6. Assignment

Consultant shall not subContract, assign, or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations. In connection with its activities under this Contract, the Consultant shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this Contract and, for a Contract involving a grant, the Grant Terms and Conditions.

8. Indemnification for Property Damage and Personal Injury

Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this Contract.

9. Insurance

Consultant shall obtain and maintain in full force at Consultant expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.

☒ Required and attached // ☐ Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent consultant's protection (required if any work will be subContracted), premises/operations, Contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this Contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

☐ Required and attached // ☒ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or

non-renewal of coverage without thirty (30) calendar days written notice from Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Certificate(s) of Insurance: Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Consultant shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

Subconsultant(s): Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

10. Ownership of Work Product

All work product produced by the Consultant under this Contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Consultant and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Consultant hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this Contract, the Consultant-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant.

11. EEO Certification

The Consultant must be certified prior to Contract execution, as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 5.33.076 of the Code of the City of Portland.

12. Equal Benefits

Consultant must certify prior to Contract execution, that they provide benefits to their employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland.

13. Successors in Interest

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

14. Severability

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

15. Waiver

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

16. Errors

The Consultant shall promptly perform such additional services as may be necessary to correct errors in the services required by this Contract without undue delays and without additional cost.

17. Governing Law/Venue

The provisions of this Contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

All changes to this Contract, including changes to the scope of work and Contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original Contract amount by more than 25% must be approved by the City Council to be valid.

19. Business Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

The Consultant shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the Contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

21. Payment to Vendors and Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

22. Access to Records

The Consultant shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Consultant's books, documents, papers, and records relating to this Contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

23. Audits

- (a) The City may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by paragraph 22. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- (b) If an audit discloses that payments to the Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

24. Electronic Signatures

The City and Consultant may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures.

25. Merger Clause

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

26. Dispute Resolution/Work Regardless of Disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this Contract or any attachment hereto shall supersede or take precedence over this provision.

27. Progress Reports:

If applicable, the Consultant shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

28. Consultant's Personnel:

If applicable, the Consultant shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

29. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant's assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity Contracting and Disadvantaged, Minority, Women and Emerging Small Business (D/M/W/ESB) subContracting commitments submitted by the Consultant in its proposals. Failure to use the identified D/M/W/ESB subconsultants without prior written consent is a material breach of Contract.

For Contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this Contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained by contacting the PTE Contract Compliance Specialist.

30. Third Party Beneficiaries

There are no third party beneficiaries to this Contract. Enforcement of this Contract is reserved to the parties.

31. Conflict of Interest

Consultant hereby certifies that, if applicable, its Contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Consultant as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Consultant certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the Contract or project to which this Contract pertains; ii) has or will participate in evaluation or management of the Contract; or iii) has or will have financial benefits in the Contract. Consultant understands that should it elect to employ any former City official/employee during the term of the Contract then that the former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

32. Respectful Workplace Behavior

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees with the City of Portland as well as consultants, vendors or consultants who provide services to the City of Portland. By signing this Contract/Agreement, the Consultant indicates compliance with all terms and conditions contained in this Contract including HR 2.02.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

SCOPE OF WORK

See Exhibit A, attached hereto and incorporated herein.

CONSULTANT PERSONNEL

The Consultant shall assign the following positions to complete contract work:

ROLE ON PROJECT
Principal
Senior Associate 1
Senior Associate 2
Principal 4
Associate 2
Senior Designer

SUBCONSULTANTS

The Consultant shall assign the following subconsultants to perform work in the capacities designated:

NAME	DMWESB CERTIFICATION TYPE	ROLE ON PROJECT	SUBCONTRACT AMOUNT
Alta Planning + Design	N/A	Citywide TDM Programs, Lead, Existing Conditions Support, Best Practices Support, Strategy Development	\$45,577.00
Rick Williams Consulting	ESB #9704	Parking District Advisor, TWG Support, Existing Conditions Support	\$12,095.00

The City will enforce all social equity Contracting and Disadvantaged, Minority, Women and Emerging Small Business (D/M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For Contracts valued \$50,000 or more,

the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this Contract by reference, reporting ALL subconsultants employed in the performance of this agreement. A copy of the Subconsultant Change Request Form can be found on Procurement Services' website under Consultant Resources.

COMPENSATION

The maximum that the Consultant can be paid on this Contract is \$157,381.00 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this Contract, including reimbursable expenses, if any. Nothing in this Contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Consultant may be less than that amount.

The Consultant is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Consultant based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Consultant must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

Any estimate of the hours necessary to perform the work is not binding on the City. The Consultant remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

If work is completed before the "not to exceed" amount is reached, the Consultant's compensation will be based on the Consultant's bills previously submitted for acceptable work performed and approved.

PAYMENT TERMS: Net 30 Days

Hourly Rates

The billing rates shall not exceed the amounts set forth in Exhibit B, attached hereto and incorporated herein.

Standard Reimbursable Costs

Cost will be limited to the amount stated in Exhibit B.

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The maximum markup on subconsultant services shall not exceed 0.00%.

Adjustment of Labor Rates Due to Inflation

Annual adjustment of hourly rates will be considered upon written request from the Consultant. Approval of a request for rate increases is solely within the City's discretion and under no circumstances is the City obligated to approve such a request.

Rate increases are subject to the following limitations:

- No increases will be granted before the one-year anniversary of the Contract;
- No more than one increase shall be granted per Contract year;
- Rate increases may not exceed the then-current average inflation rate for the Portland Metropolitan Area (as determined from the US Department of Labor statistics);
- Rate increases shall not be retroactive.

Other than the impact of inflation as described above, hourly rates may not be increased.

Progress Payments

On or before the 15th of each month, the Consultant shall submit to: PBOTContracts@portlandoregon.gov an electronic copy (pdf only) invoice for work performed by the Consultant during the preceding month. The invoice shall be on the prime contractors business letterhead and contain the City's Contract Number and any Task Order and/or Purchase Order number, as applicable, the PBOT Project Managers name and set out all items for payment including, but not limited to: invoice number, period services were performed for, the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, as applicable. A summary shall be provided per invoice showing, Current amount billed, past invoices billed but unpaid, invoices paid to reflect total amount billed as of invoice date against contract total. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract, if subconsultants were used under this contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Consultant shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 calendar days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultant shall execute the City's standard ACH Vendor Payment Authorization Agreement.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

WORKERS' COMPENSATION INSURANCE STATEMENT

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST SIGN HERE:

I, undersigned, am authorized to act on behalf of entity designated below, and I hereby certify that this entity has current Workers' Compensation Insurance.

Consultant Signature: _____ Date: _____ Entity: _____

IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST COMPLETE THE FOLLOWING INDEPENDENT CONSULTANT CERTIFICATION STATEMENT:

As an independent Consultant, I certify that I meet the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent Consultant in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Consultant: check four or more of the following:

- _____ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- _____ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
- _____ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- _____ D. Labor or services are performed only pursuant to written Contracts;
- _____ E. Labor or services are performed for two or more different persons within a period of one year; or
- _____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Consultant Signature

Date

FOR CITY USE ONLY

PROJECT MANAGER-COMplete ONLY IF CONSULTANT DOES NOT HAVE WORKER'S COMPENSATION INSURANCE
ORS 670.600 Independent Consultant standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent consultant" if the standards of this section are met. The Contracted work meets the following standards:

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

City Project Manager Signature

Date

CONSULTANT SIGNATURE:

This Contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the City and Consultant may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this Contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this Contract by reference, and the STATEMENT OF THE WORK made part of this Contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapters 5.33.076 and 5.33.077 of Code of the City of Portland; and hereby certify I am an independent consultant as defined in ORS 670.600.

Nelson Nygaard Consulting Associates, Inc.

BY: _____ Date: _____

Name: _____

Title: _____

CONTRACT NUMBER: 30005942

CONTRACT TITLE: Transportation Demand Management Services

CITY OF PORTLAND SIGNATURES:

By: _____
Chief Procurement Officer

Date: _____

Approved as to Form:

By: _____
Office of City Attorney

Date: _____

EXHIBIT A

PORTLAND TDM ACTION PLAN – SCOPE OF WORK & DELIVERY SCHEDULE

TASK 1- KICKOFF AND PROJECT MANAGEMENT

Task 1.1 – Kickoff Meeting and Bi-weekly Check-ins

Defining project management protocols early is essential. An initial kickoff meeting will set the tone for successful communication throughout the project. We will review the scope of work, schedule, resource allocations, and data needs. Ongoing project management will also be supported by bi-weekly meetings with PBOT. Bi-weekly meetings will be in person unless otherwise agreed upon.

Assumptions

- 2-hour kickoff meeting
- 1-hour bi-weekly meetings with pertinent consultant staff in person or available via conference call if unable to attend; up to twenty (20) biweekly meetings are assumed
- Meetings will be held at PBOT unless otherwise arranged

Deliverables

- Meeting agendas and summary notes

Task 1.2 – Project Management Team (PMT)

Program changes are likely to be recommended. As a result, lead program staff and PBOT leadership need to be involved to ensure there is internal alignment and that the final Action Plans are implementable. A PMT will provide strategic direction throughout and may include the City project manager, key PBOT staff, and regional leaders instrumental to the success of PBOT's TDM programs. The PBOT project manager will finalize a list of PMT participants and be responsible for scheduling PMT meetings.

The Consultant will convene the PMT three times at key milestones, including goal setting (Task 2), strategy development (Task 5), and testing of implementation approaches (Task 7). The PMT will also be integrated into deliverable review.

Assumptions

- Three PMT meetings with consultant throughout the contract
- PMT meetings will be between 1-2 hours at PBOT

Deliverables

- Meeting agenda, materials, meeting facilitation and coordination, and summary notes

TASK 2 GOAL-SETTING WORKSHOP WITH PMT

The consultant will facilitate a goal-setting workshop with the PMT early on to inform a coordinated set of Action Plans. The consultant will present preliminary findings from Task 4 Existing Conditions and Best Practices to help inform a vision and evaluation framework, and facilitate agreement around a set of key issues, opportunities, and goals. While program changes are anticipated, careful consideration will be made to align project outcomes with existing

program approaches, incentive delivery options including TriMet and other transportation service provider roles, parking district and TMA workplans, employer incentives, and TDM zoning code changes. This workshop will also set the stage for development of evaluation metrics and implementation considerations. The session will be interactive, facilitating robust dialogue.

Assumption

- 2-hour meeting at PBOT
- Consultant will coordinate meeting attendees with PBOT staff input on location and attendee list
- Consultant will develop agenda with PBOT input

Deliverables

- Meeting agenda, materials, meeting facilitation and coordination, and summary notes

TASK 3 TECHNICAL WORKING GROUPS

The consultant will facilitate a series of meetings with Technical Working Groups (TWGs). These meetings will help define the most important outcomes for the process, identify challenges and opportunities, better understand existing implementation approaches, and get direct input from staff, users, and/or beneficiaries of existing programs.

The consultant will facilitate four TWGs:

1. Citywide TDM Programs and Equity
2. NW Parking District
3. Central Eastside Parking District
4. Incentive Delivery Options

TWGs will build on existing advisory bodies, stakeholder groups, and/or staff to ensure consistent strategic direction. The consultant will develop an attendee list for each TWG with input from PBOT staff.

Each TWG will meet up to three times at key milestones in the project, including:

- **Round 1 Review of existing conditions and best practices:** present relevant existing conditions and best practices (Task 4); get input from the TWG on what is working well and what are the opportunities for improvement
- **Round 2 Strategy development and prioritization:** present gaps analysis (Task 5.1) and review draft evaluation criteria and performance measures (Task 5.2); document TWG's feedback on potential strategies (Task 5.3)
- **Round 3 Draft Action Plans:** present relevant draft Action Plan(s) and document TWG's feedback

Assumptions

- Each TWG will meet up to three times with meetings taking approximately 2 hours
- TWG will not provide detailed comments on deliverables but will review.
- PBOT will provide input on TWG participation and assist on meeting development and planning
- Consultant will coordinate meeting times, attendance, and agendas
- Meetings will be held at PBOT

Deliverables

- Meeting agenda, materials, meeting facilitation and coordination, and summary notes for up to 12 TWGs

TASK 4 - EXISTING CONDITIONS AND BEST PRACTICES

Task 4.1 – Existing Conditions Summary

The consultant will conduct an inventory of programs, performance data and measures, funding sources, and policies/regulations that guide existing program implementation. For parking districts, the consultant will summarize parking occupancy, revenue, and expenditure plans. For TDM programs (Welcome SmartTrips and employer outreach), the consultant will summarize funding sources and amounts, participation, and other relevant and already documented measures. The following programs and parking districts will be included in the assessment:

- NW Parking District
- Central Eastside Parking District
- Welcome SmartTrips
- Employer outreach program

No additional data collection is assumed.

Task 4.2 – Best Practices Review

The consultant will document best practices by topic with supporting case study examples to allow for a richer documentation of information. Research topics will be finalized with the PBOT project manager, but may include:

- Parking district management
- Behavior change methods and impacts, including incentives
- Innovative marketing approaches (not limited to transportation)
- Service delivery models that incorporate inter-agency coordination
- TDM programs that focus on emerging technologies with a focus on equity
- Performance metrics to measure success and demonstrate return on investment

The budget allows for up to six topic areas with up to three examples per topic area.

Assumptions

- PBOT will provide guidance to refine focus areas of Task 4.1 and 4.2
- PBOT will provide data to assist with existing conditions review; no additional data collection by consultant team for existing conditions report
- PBOT will review deliverables and provide feedback with one set of non-conflicting comments for the draft and final documents

Deliverables

- Draft Existing Conditions and Best Practices Report in Word
- Final Existing Conditions and Best Practices Report in Word

TASK 5 - STRATEGY DEVELOPMENT AND PRIORITIZATION

Task 5.1 – Gaps Analysis

Based on Task 4 and feedback from the first round of TWG meetings in Task 3, the consultant will conduct a gaps analysis to identify where the programs are falling short compared with other cities/exemplary approaches and key issues and opportunities identified. The analysis will be organized in a high-level matrix that allows for an easy comparison across key categories. The analysis topics could align with the topics identified in Task 4.2 Best Practices for ease of comparison.

Task 5.2 – Define Evaluation Metrics and Performance Measures

Based on Task 2 Goal Setting Workshop and Task 4.2 Best Practices Review, the consultant will work with the PBOT project manager and the PMT to define:

- Evaluation metrics to evaluate/prioritize the strategies identified in Task 5.3
- Performance measures that PBOT will use to evaluate future program performance

Ultimately, performance measures will be context sensitive, easy to collect, consistent across programs, and tell a compelling story to policy makers and the public. The approach will likely include a mix of quantitative and qualitative evaluation metrics (alignment with existing City equity goals, feasibility of implementation and service delivery, adaptability, required resources, etc.) and performance measures (trip reduction and mode shift, cost-effectiveness, etc.).

Task 5.3 – Strategy Development

In collaboration with the PBOT project manager and the PMT, the consultant will develop a list of strategies to improve existing programs, policies, incentive delivery, and monitoring and evaluation. Strategy development will focus on both the macro- (how the City and its partners can improve management, administration, and service delivery to facilitate program effectiveness) and micro-levels (specific and localized strategies for the residential program and the NW/Central Eastside parking districts).

Task 5.4 – Strategy Evaluation and Prioritization

Using the evaluation criteria identified in Task 5.2, the consultant will evaluate the list of strategies identified in Task 5.3. Different scenarios will be developed to demonstrate different levels of investments for different types of strategies.

Assumptions

- PBOT will assist in development of metrics and performance measures, strategy development, and evaluation
- PBOT will review deliverables and provide feedback with one set of non-conflicting comments for the draft and final documents

Deliverables

- Draft and final Gaps Analysis in matrix form
- Draft Technical Memorandum in Word – Strategy Development & Prioritization

- Final Technical Memorandum in Word – Strategy Development & Prioritization

TASK 6 PUBLIC ENGAGEMENT

A mix of widespread engagement with Portlanders about transportation choices and targeted, in-depth conversations with program implementers and participants will help shape strategies and Action Plans.

Task 6.1 – Focus Groups

The consultant will conduct up to three focus groups with key program implementers, program participants, and marketing professionals to shape recommendations and test the potential impact and applicability of specific strategies, materials, and branding.

Focus group composition and attendees will be finalized with input from the PMT early on in the process. The goal is to hold focus groups with both implementers (agencies, TMAs, employers, developers, etc.) and program participants (employees, residents, businesses, etc.). Up to three (3) boards or graphics will be developed in InDesign to illustrate the process and/or elicit feedback.

Task 6.2 – Online Open House

To test strategies and recommendations outlined in Task 5.3, the consultant will work with PBOT staff to develop an online open house. Comments from the online open house will inform the strategy evaluation (Task 5.4). A targeted distribution list will be developed by the consultant with PBOT input. The list will include key stakeholders, implementers, affected businesses, employers, employees, and/or past citywide program participants. The consultant will assist PBOT in developing content for the online open house, including survey questions and up to three “boards” in InDesign.

Assumptions

- PBOT will identify focus group participants and be responsible for recruitment and scheduling
- Consultant will develop focus group agendas with PBOT input
- PBOT staff will participate in the focus groups
- PBOT will provide assistance with Online Open House, including securing, developing, and hosting the website. The consultant team will help to provide content.

Deliverables

- Focus group agendas, materials (including up to three (3) boards in InDesign, and summary notes
- Content for the Online House, including survey questions and up to three (3) “boards” in InDesign
- Draft and final memorandum summarizing public engagement feedback

TASK 7 ACTION PLANS

Consultant will develop two Action Plans to implement the strategies prioritized in Task 5.4:

PBOT TDM Action Plan
Scope of Work

- Parking Districts Action Plan: including recommendations for TDM actions to help establish new parking districts
- Citywide TDM Programs Action Plan

The Action Plans will synthesize the previous work completed and layout a well-defined path for implementation. The Action Plans will offer a phased approach that outlines a “checklist” for the next five years and include a medium term, 10-year checklist. The Action Plans will also detail priority strategies and recommendations, roles and responsibilities of PBOT staff and other partners, staffing needs and allocations, potential funding opportunities, ongoing monitoring and reporting processes, and a visually compelling executive summary to share with stakeholders and other officials.

Assumptions

- PBOT to assist on Action Plan development and refinement
- PBOT will review deliverables and provide feedback with one set of non-conflicting comments for the draft and final documents

Deliverables

- Two Draft Action Plans (Parking Districts and Citywide Programs) in Word
- Two Final Action Plans in Word
- Two Executive Summaries of Action Plans designed for higher level briefings with stakeholders and officials in InDesign

EXHIBIT B

		Nelson\Nygaard Labor Costs								Subconsultant Costs										Total Direct Expenses	Total Costs	
		Phil Thomas Brennan Principal 5 Brie Becker Snr. Ascc. 1 Olmstead Snr. Ascc. 2 Maggie Derk Ascc. 2 Brian Canepa Principa l 4 Paul Leitman Ascc. 2 Senior Designer Snr. Designer							Nelson \ Nygaard Hours Cost		Alta Planning + Design				Rick Williams Consulting							
											Jessica Roberts Principal Cathy Cibor TDM Ascc. Derek Hofbauer Snr. TDM Planner Hannah Crum TDM Planner				Alta Planning + Design Hours Cost		Rick Williams Tech Advisor Owen Ronchelli Project Consultant		Rick Williams Consulting Hours Cost			
Total Billing Rate		\$250.00	\$150.00	\$165.00	\$100.00	\$225.00	\$100.00	\$130.00			\$200.00	\$138.00	\$133.00	\$85.00			\$175.00	\$145.00				
Task Description																						
1 KICKOFF & PROJECT MANAGEMENT																						
1.1	Kickoff Meeting & Bi-weekly Check-ins	2	18		12				32	\$4,400	16	14			30	\$5,132			0	\$0		\$9,532
1.2	Project Management Team	4	12		24				40	\$5,200	8	10			18	\$2,980			0	\$0		\$8,180
Task Total		6	30	0	36	0	0	0	72	\$9,600	24	24	0	0	48	\$8,112	0	0	0	\$0	\$100	\$17,812
2 INTERNAL GOAL SETTING WORKSHOP																						
2.1	Internal Goal Setting Workshop	2	10		12				24	\$3,200	4	6			10	\$1,628	6	3	9	\$1,485		\$6,313
Task Total		2	10	0	12	0	0	0	24	\$3,200	4	6	0	0	10	\$1,628	6	3	9	\$1,485	\$100	\$6,413
3 TECHNICAL WORKING GROUPS																						
3.1	Technical Workings Groups	4	48	4	48		8		112	\$14,460	24	20			44	\$7,560	8	8	16	\$2,560		\$24,580
Task Total		4	48	4	48	0	8	0	112	\$14,460	24	20	0	0	44	\$7,560	8	8	16	\$2,560	\$100	\$24,680
4 EXISTING CONDITIONS & BEST PRACTICES																						
4.1	Existing Conditions Summary		4		24	4	12	4	48	\$5,620	2	8		16	26	\$2,864		6	6	\$870		\$9,354
4.2	Best Practices Review	2	10	4	24	2	14	8	64	\$7,950	4	16		36	56	\$6,068	5	6	11	\$1,745		\$15,763
Task Total		2	14	4	48	6	26	12	112	\$13,570	6	24	0	52	82	\$8,932	5	12	17	\$2,615	\$0	\$25,117
5 STRATEGY DEVELOPMENT & PRIORITIZATION																						
5.1	Gap Analysis		8		12		8		28	\$3,200	4				4	\$800			0	\$0		\$4,000
5.2	Define Eval Metrics and Performance Measures	4	10	6	16	2	8		46	\$6,340	2		10		12	\$1,730	6	8	14	\$2,210		\$10,280
5.3	Strategy Development	6	14	8	30	4	16		78	\$10,420	12			5	17	\$2,825	6		6	\$1,050		\$14,295
5.4	Strategy Evaluation	6	12	6	24	4	10		62	\$8,590	8			4	12	\$1,940			0	\$0		\$10,530
Task Total		16	44	20	82	10	42	0	214	\$28,550	26	0	10	9	45	\$7,295	12	8	20	\$3,260	\$0	\$39,105
6 PUBLIC ENGAGEMENT																						
6.1	Focus Groups		14		18		6	12	50	\$6,060					0	\$0			0	\$0		\$6,060
6.2	Online Survey		8		14		20	12	54	\$6,160					0	\$0			0	\$0		\$6,160
Task Total		0	22	0	32	0	26	24	104	\$12,220	0	0	0	0	0	\$0	0	0	0	\$0	\$200	\$12,420
7 ACTION PLANS																						
7.1	Action Plans	6	24	6	60		24	24	144	\$17,610	8	40		58	106	\$12,050		15	15	\$2,175		\$31,835
Task Total		6	24	6	60	0	24	24	144	\$17,610	8	40	0	58	106	\$12,050	0	15	15	\$2,175	\$0	\$31,835
TOTAL HOURS		36	192	34	318	16	126	60	782		92	114	10	119	335		31	46	77			
TOTAL LABOR COST		\$9,000	\$28,800	\$5,610	\$31,799	\$3,600	\$12,600	\$7,800		\$99,209	\$18,400	\$15,732	\$1,330	\$10,115		\$45,577	\$5,425	\$6,670		\$12,095	\$500	\$157,381
TOTAL COSTS															\$45,577					\$12,095		\$157,381

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