

INTERGOVERNMENTAL AGREEMENT
City of Portland, Pedestrian Master Plan Update

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 the 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 Fixing America’s Surface Transportation Act (“FAST Act”) funds. Local funds are used as match for FAST Act funds.

4. By authority granted in Oregon Revised Statutes (“ORS”) 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.

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.

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 November 30, 2018 (“Termination Date”).

B. Grant Amount. The Grant Amount shall not exceed \$200,000.

C. City's Amount. The City's Amount shall not exceed \$0.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$200,000.

E. City's Matching Amount. The City's Matching Amount is \$27,273 or 12% of the Total Project Costs.

SECTION 3. CITY'S MATCHING AMOUNT

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 use as part of the City's Matching Amount, only Direct Project Costs that are Federally Eligible Costs that City incurs after the execution of this Agreement. 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 cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall submit cost reports for 100% of City's Federally Eligible Costs.

C. ODOT shall limit use, as part of the City's Matching Amount, travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

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, Grantee, 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 Grantee.

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. Grantee shall be responsible for the City's Matching Amount and that portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; 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 hereby grants to City a royalty free, non-exclusive license to reproduce any 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. 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.

K. 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.

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

- (1) pay to ODOT City's Matching Amount less Direct Project Costs that are Federally Eligible Costs previously reported as City's Matching Amount. ODOT may use any funds paid to it under this Section 5.L (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 being treated by City as City's Matching Amount; and
 - (c) A list of final deliverables.

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. ODOT represents that 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 mediation or 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: **Marvin Fjordbeck**
(Official's Signature)

Date: **via e-mail dated August 16, 2017**

Contact Names:

Michelle Marx
City of Portland
1900 SW 4th, Suite 7100
Portland, OR 97201
Phone: 5038234589
Fax: 503-823-4571
E-Mail: Michelle.Marx@portlandoregon.gov

Lidwien Rahman, Contract Administrator
Transportation and Growth Management Program
123 NW Flanders
Portland, OR 97209-4037
Phone: 503-731-8229
Fax: 503-731-3266
E-Mail: lidwien.rahman@odot.state.or.us

EXHIBIT A
STATEMENT OF WORK
Pedestrian Master Plan Update

Agency Project Manager Name: Lidwien Rahman Address: ODOT Region 1 123 NW Flanders St Portland, OR 97290-4037 Phone: 503-731-8229 Fax: 503-731-3266 Email: Lidwien.Rahman@odot.state.or.us	City Project Manager Name: Michelle Marx Address: City of Portland 1120 SW 5 th Avenue, Suite 800 Portland, OR 97204 Phone: 503-823-4589 Fax: 503-823-7609 Email: Michelle.Marx@portlandoregon.gov
Consultant Project Manager Name: Jean Crowther Address: Alta Planning + Design 711 SE Grand Ave Portland, OR 97214 Phone: 864-205-5650 Fax: Email: jeancrother@altaplanning.com	Agency Contract Administrator - Same as Agency Project Manager

Glossary

Agency or ODOT	Oregon Department of Transportation
ADA	Americans with Disabilities Act
APM	Agency Project Manager
CAC	Community Advisory Committee
City	City of Portland
PBOT	Portland Bureau of Transportation
PMP	Pedestrian Master Plan
RTP	Regional Transportation Plan
TAC	Technical Advisory Committee
TSP	Transportation System Plan
PMT	Project Management Team

PROJECT DESCRIPTION and OVERVIEW of SERVICES

Agency is contracting with Consultant for Services in connection with the following project (the “Project”):

Project Purpose and Transportation Relationship and Benefit

The Project will update the City’s PMP, adopted in 1998. Updated PMP will reflect policy changes, incorporate modern design best practices, address the need for context-sensitive

solutions, take into account an emerging understanding of transportation equity, and include a Vision Zero approach to pedestrian safety. Vision Zero is a city policy and Action Plan aimed at making the City's transportation system the safest possible and moving towards zero traffic-related fatalities and serious injuries.

Project Area

All streets within the City limits.

Project Background

In 1995 Metro adopted the 2040 Growth Concept, which called for the development of a multimodal transportation system for the region to support compact land use development. This spurred the City to develop the 1998 PMP. The 1998 PMP has provided positive direction in practice and policy, not only for City but also across the country, and developed a project list that has guided investment over the past 18 years.

However, despite consistent investment in the pedestrian network, significant gaps and deficiencies remain and new policy questions have emerged. An inadequate pedestrian network limits the City's ability to absorb growth and meet the livability and access needs of its residents, including safe access to public transit and essential services. The 1998 PMP has served inner Portland well, but has often struggled to provide adequate guidance for areas such as East Portland and Southwest Portland that present environmental challenges and right-of-way constraints. Current policy and design guidelines are not sufficient to provide the flexibility needed to address the City's current development goals or its future needs.

To remain relevant and effective, the 1998 PMP needs to be updated to reflect policy changes, incorporate modern design best practices, address the need for context-sensitive solutions, take into account an emerging understanding of transportation equity, and include a Vision Zero approach to pedestrian safety. An Updated PMP will ensure that the City continues to lead the way in walkability, and will allow the City to absorb rapid population and employment growth in a sustainable way that includes a high walking mode share whether for commuting, shopping, going to school, or recreation. The Updated PMP will implement the newly adopted (2016) Comprehensive Plan and the updated (2016) Transportation System Plan ("TSP"), and will serve as the City's Pedestrian modal plan. It will also complement other modal plans like the more recently adopted Freight Master Plan (2006), Bicycle Plan for 2030 (2010), and the in-process Growing Transit Communities Plan and Enhanced Transit Corridors Plan.

The goal of the project is to develop an Updated PMP, including PMP goals and objectives, performance measures, pedestrian classifications, existing conditions, needs analysis, prioritization framework, and project list and map, and will result in an adoptable Updated PMP for consideration by the Planning and Sustainability Commission and City Council. Future phases of the PMP Update, outside the Project, will include implementation-related tasks, including developing any recommended code language and 2016 TSP amendments stemming from the Project, and updating the Pedestrian Design Guide.

Outside of the Project, the City will lead key work efforts and develop products that will inform the Project. These efforts and products include:

- City will develop a Pedestrian Network Dataset (“Dataset”), a Geographic Information System dataset to be used in Task 3 to analyze and evaluate network needs. Dataset will include key pedestrian-related assets, including sidewalks (presence and lack thereof), sidewalk widths, landscape or other buffers, street trees, trails, stairs, crosswalks, curb ramps, curb extensions, medians, refuge islands, enhanced crossing treatments, and signals/beacons. Pavement condition data and assessment and evaluation of pedestrian infrastructure for American’s with Disabilities Act (“ADA”) compliance will not be included as part of this Project. Dataset will allow for a robust analysis of gaps and deficiencies.
- City will develop Pedestrian Crossing Spacing Standards and Guidelines for the purposes of evaluating network gaps in pedestrian crossing infrastructure in Task 3. Crossing Spacing Standards and Guidelines may be informed by pedestrian classifications, 2016 TSP urban design street types, transit access needs, or other transportation and land use factors.
- City will develop a palette of alternative context-sensitive walking path improvements; and Criteria for determining where these alternative solutions might apply, including vehicle volume or speed thresholds and street type, or pattern areas. These will be integrated into the implementing strategies and actions developed in Task 5.
- City will develop and administer a comprehensive Public Involvement Plan which will guide all public outreach activities associated with the Project but that will not be part of it. The Public Involvement Plan may include targeted outreach to underserved and under-represented communities, and will be consistent with the City’s adopted racial equity goals and strategies. Potential activities may include public meetings, open houses, virtual open houses, developing and administering a project website and social media activities, or developing and administering public surveys. City shall coordinate and lead on all public outreach activities and events, including managing logistics, content, and summary notes.
- Outside of this Project, the City’s ADA Coordinator will lead an ADA Self Evaluation and update to the ADA Transition Plan. This effort will include assessing the City’s right-of-way facilities and programs for potential accessibility barriers, and outlining a strategy for progressing toward compliance with the ADA and removing identified barriers for persons with disabilities over time. The ADA Transition Plan will identify and prioritize curb ramps for improvement, and as such, curb ramps will not be assessed and prioritized within the Updated PMP. The Updated PMP will address other accessibility-related programs and activities, however (including, but not limited to sidewalk repair programs/activities). The relationship between the Updated PMP and the ADA Transition Plan will be clarified as part of Task 2.2, Pedestrian Program Review.

Project Objectives

The goal of the Project is to develop an Updated PMP, furthering the following pedestrian-related policies in the 2016 TSP:

- Policy 9.18. Create more complete networks of pedestrian facilities, and improve the quality of the pedestrian environment.
- Policy 3.50. Improve public streets and sidewalks along Civic Corridors to support the vitality of business districts, create distinctive places, provide a safe, healthy, and attractive pedestrian environment, and contribute to quality living environments for residents.
- Policy 9.2.b. Designate district classifications that give priority to pedestrian access in areas where high levels of pedestrian activity exist or are planned, including the Central City, Gateway regional center, town centers, neighborhood centers, and transit station areas.
- Policy 9.17. Encourage walking as the most attractive mode of transportation for most short trips, within neighborhoods and to centers, corridors, and major destinations, and as a means for accessing transit.
- Policy 9.19. Improve pedestrian safety, accessibility, and convenience for people of all ages and abilities.
- Policy 3.55. Integrate transit stations into surrounding communities and enhance pedestrian and bicycle facilities (including bike sharing) to provide safe and accessible connections to key destinations beyond the station area.
- Policy 3.86. Maintain and expand the Central City's highly interconnected pedestrian system.
- Policy 3.98. Enhance access to centers, employment areas, and other community destinations in Eastern Neighborhoods by ensuring that corridors have safe and accessible pedestrian and bicycle facilities and creating additional secondary connections that provide low-stress pedestrian and bicycle access.
- Policy 3.100. Provide safe and accessible pedestrian and bicycle connections, as well as off-street trail connections, to and from residential neighborhoods.
- Policy 4.5. Enhance the pedestrian experience throughout Portland through public and private development that creates accessible, safe, and attractive places for all those who walk and/or use wheelchairs or other mobility devices.
- Policy 4.23. Provide accessible sidewalks, high-quality bicycle access, and frequent street connections and crossings in centers and corridors.

Key Project Outcomes

- Updated Plan goals and objectives
- Plan performance measures and desired trends and targets
- Updated pedestrian classifications and mapped designations
- Pedestrian network needs analysis and identification (including crossings, walking paths, and other pedestrian infrastructure needs)
- Citywide prioritization framework for directing public funding to identified network gaps
- Map and list of prioritized pedestrian improvements

- Implementing strategies and actions for addressing pedestrian network needs, and for improving walking conditions citywide
- Final Discussion Draft Pedestrian Master Plan in a format ready for City Council adoption by resolution.

Performance Expectations

Unless otherwise specified in the tasks:

Expectations About Project Management

Project management tasks are integrated into each of the tasks, but are described here to establish a framework for managing the Project. A Project Management Team (“PMT”), comprised of a City Project Manager, Agency Project Manager (“APM”), and Consultant Project Manager shall provide overall guidance for the Project. The PMT shall address project management issues including timeline, budget, and invoicing, review draft deliverables, prepare for committee meetings, and discuss project progress. PMT and City staff shall make day-to-day Project-related decisions in accordance with the Contract and Intergovernmental Agreement.

City shall maintain coordination for the overall Project. City shall provide complete information to the PMT in a timely manner.

Expectations about Written and Graphic Deliverables

Consultant’s 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 shall present information in tabular or graphic format, with a simple and concise accompanying narrative (e.g. system inventories, traffic conditions). **Memos and other written deliverables must be written in a format that lends itself to being incorporated into the Updated PMP.**

Electronic versions of review drafts must be in a format that allows reviewers to comment within the document, or a format agreed upon by the City and APM. Consultant’s draft deliverables must be substantially complete and any changes or revisions needed to address comments are expected to be minor. Consultant shall provide native files in MS Office or other formats approved by the City.

Maps and graphics: Consultant shall include on maps, at a minimum: a scale; a north direction indicator; a legend; source; and date for the underlying information. All graphics must be provided to the City and APM in electronic format.

Deliverables: Consultant shall provide a draft of written deliverables to the City Project Manager and 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. Consultant shall incorporate City, and APM’s comments into deliverables for broader distribution, e.g. the public, Project committees, or distribution on the Updated PMP page on the City website. Conflicting comments shall be resolved by City.

Consultant shall provide final versions of Consultant Project deliverables in both pdf and modifiable version to PMT.

Final plans, headers and footers, and graphics must not include Consultant names and logos, Transportation and Growth Management Program or Oregon Department of Transportation (“ODOT”) logos, or project codes. These items must only be on the acknowledgement page.

As necessary, final plans and amendments to plans must be prepared as final policy statements of the City and must not include language such as “it is recommended ...” or “City should”

The following text must appear in the final version of the final deliverables:

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 federal Fixing America’s Surface Transportation Act (“FAST Act”), local government, and the State of Oregon funds.

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

Monthly Invoices and Progress Reports: Consultant shall provide Project progress reports with each invoice. The Progress Reports must document the deliverables completed that period and any outstanding or potential Project issues. One copy of each Deliverable must be submitted with the invoice in which payment for the Deliverable is requested. Consultant shall provide monthly progress reports to City project manager and APM detailing project and budget status in preparation for PMT meetings.

Expectations about the Advisory Committees and Public Meetings

City shall establish a Technical Advisory Committee (“TAC”) and a Community Advisory Committee (“CAC”) in the development of the Project. The TAC and CAC will review Consultant deliverables and provide feedback and data. In addition to providing ongoing project input, the TAC will ensure consistency with State and regional policy and plans as well as City policy priorities in an advisory role. The Planning and Sustainability Commission and City Council will be the final decision-makers in the adoption of the plan.

Consultant shall prepare PMT, TAC, and CAC meeting agendas, presentations, and meeting summaries. City shall arrange, conduct and prepare meeting agendas and summaries of other meetings, including the Pedestrian Advisory Committee meetings and any additional meetings.

Consultant shall provide meeting arrangements for PMT, TAC, and CAC meetings. Meeting arrangements include: scheduling meeting dates and times with meeting participants, distribution of agendas and meeting materials in advance of the meeting, reserving a suitable meeting location, placing legal and courtesy advertisements in local media, and posting notices in public locations (such as City buildings and libraries). Meeting locations must be accessible to persons with disabilities.

City shall provide information and advertise meetings through community media outlets, the City website and emails to local organizations and stakeholders. City shall transmit comments received outside of the processes in this statement of work that it deems relevant to the Consultant.

The City shall consider environmental justice issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, income, age, or gender with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

Fair treatment means that no group of people, including a racial, ethnic, or a socioeconomic group including those with limited English proficiency, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies.

“Meaningful involvement” means that:

- (1) Potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment and health;
- (2) The public's contribution can influence the regulatory agency's decision;
- (3) The concerns of all participants involved will be considered in the decision making process; and
- (4) The decision makers seek out and facilitate the involvement of those potentially affected.

The City shall consider Title VI of the Civil Rights Act of 1964 regarding outreach to minorities, women, and low-income populations. Special efforts shall be directed to ensuring outreach to and representation of minorities, women, and low income populations.

TASKS, DELIVERABLES and SCHEDULE

Task 1: Project Start-Up, Management, and Coordination

Effectively manage project scope, schedule, budget, and invoicing. Coordinate and oversee engagement with internal and external stakeholders.

1.1 Committee Rosters

City shall establish a TAC and CAC and prepare Committee Rosters. TAC will include key staff from ODOT, Metro, TriMet, Oregon Department of Land Conservation and Development, as well as internal City staff and Portland Bureau of Transportation (“PBOT”) management. CAC will include representatives of the Portland Pedestrian Advisory Committee, supplemented with other stakeholders.

1.2 PMT Meetings

Consultant shall arrange and conduct up to 24 PMT Meetings, approximately twice per month either in person or by phone to review Project progress and prepare for upcoming work.

1.3 Refined Project Schedule and Document Outline and Template

Consultant shall develop a draft and revised Refined Project Schedule and submit to PMT for review and comment. Consultant shall prepare revision and submit to City for distribution to TAC and CAC as part of their first meetings. Consultant shall develop a draft (working) document outline of the full Updated PMP document in Microsoft Word and a draft and final document template in Adobe InDesign. City shall review and comment on and Consultant shall revise the document template up to two times prior to developing the final Updated PMP document template.

1.4 TAC Meeting #1 and CAC Meeting #1

City shall arrange and conduct TAC and CAC meetings # 1 to kick off Project. Consultant shall attend. Discussion must include an orientation to Project, review of Project Objectives, and discussion of the processes and timelines for the Refined Project Schedule. Consultant shall prepare meeting summaries and submit to PMT.

City Deliverables

- 1a Committee Rosters
- 1b PMT Meetings (up to 24)
- 1c TAC Meeting #1
- 1d CAC Meeting #1

Consultant Deliverables

- 1A PMT Meetings (up to 24)
- 1B Refined Project Schedule and Document Outline and Template
- 1C TAC Meeting #1
- 1D CAC Meeting #1

Task 2: Plan, Policy, and Programs Review and PMP Goals and Objectives

Review existing pedestrian plans, policies, and programs, and develop updated Plan goals and objectives.

2.1 Policy Framework Memo

Consultant shall prepare draft, revised, and final Policy Framework Memo summarizing the existing planning and policy context informing the development of the Updated PMP. In addition to a general discussion of the role and the relationship and applicability of each of these plans and policies to the Updated PMP, the Policy Framework Memo must include a discussion of the specific pedestrian-related policies, goals, and objectives within each of these, and provide an evaluation of the adequacy and consistency of these policies with current City, Metro, and State policies. Memo must include an assessment of any State and regional requirements that may need to be updated or incorporated into the Updated PMP.

These plans and policies must include, but are not limited to:

- 1998 PMP
- 2016 Comprehensive Plan

- 2016 TSP
- City Zoning and Development Code (Title 33 of the City Code) and City right-of-way standards (Title 17 of City Code)
- Vision Zero Action Plan
- Oregon Bicycle and Pedestrian Plan
- Transportation Planning Rule
- Regional Transportation Plan (“RTP”)
- Regional Active Transportation Plan
- Regional Transportation Functional Plan
- City equity policies, goals, and objectives

Consultant shall review City pedestrian plans, policies, and classifications and assess whether they support and are consistent with City, State, and Regional plans, goals, and requirements. Consultant shall evaluate the applicability of these plans, policies, requirements, goals, and objectives (including those in the 1998 PMP) to the Updated PMP.

Consultant shall prepare draft Policy Framework Memo and submit to PMT for review and comment. City shall review and provide comments on draft Policy Framework Memo. Consultant shall prepare revisions and submit to City for distribution to TAC and CAC. Consultant shall prepare final version incorporating comments received, after TAC Meeting #2 and CAC Meeting #2.

2.2 Pedestrian Program Review Memo

City shall assess how the 1998 PMP, Pedestrian Design Guide, 2016 TSP pedestrian street classifications, and other pedestrian-related plans and policies are used in practice by PBOT and other City staff. City shall outline all existing City programs and activities that provide or guide pedestrian improvements, as well as new programs introduced in the 2016 TSP. Outline how these programs are (or will be) related to or influenced by the Updated PMP. Such programs and activities may include (but are not limited to):

- Vision Zero and High Crash Corridors
- Neighborhood Greenways Program
- Safe Routes to School
- Livable Streets Program
- Education and encouragement programs
- ADA Transition Plan, including curb ramp and other accessibility improvements/activities
- Capital projects
- Street lighting
- Pedestrian Network Completion Program (per 2016 TSP update)
- Construction access and sidewalk closure policies
- Sidewalk maintenance program and practices
- Development review

City shall summarize City programs and activities related to or guided by the 1998 PMP, Pedestrian Design Guide, 2016 TSP pedestrian street classifications, and other pedestrian plans, policies, and practices. The Pedestrian Program Review Memo must describe how the Updated PMP will relate to these programs and activities moving forward.

City shall prepare draft Pedestrian Program Review Memo and submit to Consultant, TAC, and CAC for review and comment. City shall prepare final version, incorporating comments received, after TAC Meeting #2 and CAC Meeting #2.

2.3 PMP Goals and Objectives Memo

Consultant shall develop draft, revised, and final PMP Goals and Objectives Memo that reflect and build upon City, regional, and State planning goals and objectives documented in task 2.1. Draft and final PMP Goals and Objectives must guide the development of the pedestrian network needs analysis in Task 3, the prioritization criteria in Task 4, and performance measures in Task 6.

Consultant shall prepare draft PMP Goals and Objectives Memo and submit to PMT for review and comment. Consultant shall prepare revision and submit to City for distribution to TAC and CAC. Consultant shall prepare final version, incorporating comments received, after TAC Meeting #2 and CAC Meeting #2.

2.4 TAC Meeting #2 and CAC Meeting #2

City shall arrange and conduct TAC and the CAC meetings to present and obtain feedback on the Policy Framework Memo, Pedestrian Program Review Memo, and PMP Goals and Objectives Memo. Consultant shall attend to present key findings of the documents. Consultant shall prepare meeting summaries and submit to PMT.

City Deliverables

- 2a Review and comment on Policy Framework Memo
- 2b Pedestrian Program Review Memo
- 2c Review and comment on Draft PMP Goals and Objectives Memo
- 2d TAC Meeting #2
- 2e CAC Meeting #2

Consultant Deliverables

- 2A Policy Framework Memo
- 2B Review and comment on Pedestrian Program Review Memo
- 2C PMP Goals and Objectives Memo
- 2D TAC Meeting #2
- 2E CAC Meeting #2

Task 3: Infrastructure Inventory and Network Needs Analysis

Assess existing pedestrian infrastructure conditions, and identify needs.

3.1 Pedestrian Safety Existing Conditions Memo and Citywide and High Crash Network Report

Consultant shall prepare draft and revised Pedestrian Safety Existing Conditions Memo summarizing pedestrian crash data and identifying pedestrian crash trends citywide, as well as a draft and revised Citywide High Crash Network Report analyzing crash data and trends citywide and on the City's High Crash Network for all modes.

In compliance with the City's Vision Zero objectives, prioritization of pedestrian improvements will be guided by the goal of eliminating fatal and serious traffic crashes by the year 2025. The Pedestrian Safety Existing Conditions Memo must incorporate findings from the Citywide Report and must include both: narrative and graphic content communicating any citywide trends in pedestrian crash data, and identifying factors potentially correlated with pedestrian crash risks in Portland. Safety data in the Pedestrian Safety Existing Conditions Memo must be used in the prioritization methodology developed in Task 4. The Citywide Report must evaluate crash trends and crash risks for all modes (pedestrian, bicycle, and vehicle). The High Crash Network Report must focus specifically on the City's identified High Crash Network and must include "High Crash Corridor Sheets" that provide a summary sheet for each High Crash Corridor (of which there are 30) identifying any trends in crash types and crash risk factors by mode.

The analysis must include:

- Crash trends analysis and crash typing, disaggregating by mode (pedestrian, bicycle, and vehicle only crashes) for all injury crashes.
- A crash risk analysis, identifying the roadway, geographic, operational, and other contextual risk factors associated with serious and fatal crashes by mode. In addition to serious and fatal crashes, the Pedestrian Safety Existing Conditions Memo must identify any risk factors correlated with all pedestrian crashes. Risk factors to evaluate must be defined in an initial meeting with PBOT. Based on this consultation and data provided by PBOT, factors may include but are not limited to roadway type, the number and configuration of roadway lanes, vehicle speed, user behavior (such as signal compliance), impairment, traffic control, signal phasing, pedestrian crossing locations, time of day/year, visibility, land use context, and census-based demographic variables (including age and gender).

Data required from the City includes, but is not limited to:

- 10 years of crash data
- Roadway data in GIS format (including street centerlines, traffic control, number of vehicle lanes, and Average Daily Traffic)
- Number of entering lanes and signal phasing from traffic model in GIS format
- High crash network shapefile and crash IDs

Consultant shall prepare draft Pedestrian Safety Existing Conditions Memo and Citywide High Crash Network Report to submit to PMT for review and comment. The expectation is that the deliverable will consist of two 10-page reports and a summary sheet for each High Crash Corridor (30). City shall review and provide comments on draft Pedestrian Safety Existing

Conditions Memo and Citywide High Crash Network Report. Consultant shall prepare revisions and submit to City for distribution to TAC and CAC for review and comment. Consultant shall prepare final versions, incorporating comments received, after TAC Meetings #3 and #4 and CAC Meetings #3 and #4.

3.2 Existing Needs Analyses Memo

Consultant shall review existing planning documents that include pedestrian network needs analyses and prioritizations that may inform the Updated PMP network needs analysis, including, but not limited to:

- 2016 TSP Project and Program Lists
- RTP Project Lists
- Regional Active Transportation Plan
- TriMet Pedestrian Network Analysis
- PBOT Neighborhood planning efforts, including:
 - Tryon Stephens Headwaters Neighborhood Street Plan
 - Connected Cully
 - Division-Midway Neighborhood Plan
- Enhanced Transit Corridors Plan
- Growing Transit Communities Plan
- East Portland in Motion/East Portland Action Plan
- Southwest in Motion
- ODOT Region 1 Active Transportation Needs Assessment
- Southwest Trails Plan
- CC2035 Plan and Multimodal Mixed Use Area pedestrian needs assessment
- Central City multimodal safety project

Consultant shall prepare draft, revised and final Existing Needs Analyses Memo summarizing pedestrian needs identified in these plans and discussing how these previously identified needs and prioritized projects will be evaluated in the context of the needs analysis and prioritization framework in the Updated PMP.

Consultant shall submit draft Existing Needs Analyses Memo to PMT for review and comment. Consultant shall prepare revision and submit to City for distribution to TAC and CAC. Consultant shall prepare final version, incorporating comments received, after TAC Meetings #3 and #4 and CAC Meetings #3 and #4.

3.3 Network Completeness and Adequacy Criteria Memo

City shall provide Pedestrian Crossing Spacing Standards and Guidelines, developed outside of Project, to Consultant.

Consultant shall prepare draft, revised and final Network Completeness and Adequacy Criteria Memo for determining what constitutes a network gap, deficiency, or barrier, consistent with the PMP Goals and Objectives developed in Task 2. Criteria must include desired pedestrian crossing spacing guidelines and standards (as prepared by City in advance of the Project),

desired arterial and non-arterial walking path treatments, and other barrier, connectivity, access, ADA, pavement quality, and safety criteria as identified by the TAC, the CAC, and the public.

Network Completeness and Adequacy Criteria Memo must propose policy direction regarding whether the desired pedestrian network outcome is a sidewalk or walking path on every street, on at least one side of every street, or on every arterial and collector, as well as policy recommendations regarding what constitutes an acceptable “along the roadway” improvement for various contexts.

Criteria must be developed for use in Pedestrian Network Needs Memo to evaluate the existence of and potential need for additional sidewalks or other walking paths, crossings, stairways, bridges, lighting, and other pedestrian infrastructure.

Consultant shall submit draft Network Completeness and Adequacy Criteria Memo to PMT for review and comment. Consultant shall prepare revision and submit to City for distribution to TAC and CAC. Consultant shall prepare final version, incorporating comments received, after TAC Meetings #3 and #4 and CAC Meetings #3 and #4.

3.4 TAC Meeting #3 and CAC Meeting #3

City shall arrange and conduct TAC and CAC meetings to present and obtain feedback on the Pedestrian Safety Existing Conditions Memo, Existing Needs Analyses Memo, and Network Completeness and Adequacy Criteria Memo. Consultant shall attend to present key findings of the documents. Consultant shall prepare meeting summaries and submit to PMT.

3.5 Pedestrian Network Needs Memo

City shall provide Pedestrian Network Dataset, developed outside of Project, to Consultant.

Consultant shall prepare draft, revised, and final Pedestrian Network Needs Memo using the Pedestrian Network Data Set developed by the City in advance of the Project, and the Network Completeness and Adequacy Criteria. The Pedestrian Network Needs Memo must include a pedestrian network analysis identifying gaps and deficiencies in walking paths, pedestrian crossings, and other relevant pedestrian infrastructure, identifying major barriers, and connectivity issues. State highways must be included in the pedestrian network needs analysis.

The Pedestrian Network Needs Memo must consist of one or more citywide map(s) identifying network gaps and other needs, as informed by the Network Completeness and Adequacy Criteria Memo. Pedestrian Network Needs Memo maps must show sidewalk and walking path gaps, crossing gaps, as well as gaps and deficiencies in other pedestrian infrastructure. The Pedestrian Needs Analysis Memo must include a narrative describing the identified needs.

As part of preparing Pedestrian Network Needs Memo, Consultant shall prepare updated GIS layers that include the needs identified in Existing Needs Analysis Memo and the gaps and deficiencies identified in Pedestrian Network Needs Memo. Consultant shall submit updated GIS layers in a separate file.

Consultant shall submit draft Pedestrian Network Needs Memo to PMT for review and comment. Consultant shall prepare revision and submit to City for distribution to TAC and CAC. Consultant shall prepare final version, incorporating comments received, after TAC Meetings #3 and #4 and CAC Meetings #3 and #4.

3.6 TAC Meeting #4 and CAC Meeting #4

City shall arrange and conduct TAC and CAC meetings to present and obtain feedback on the Pedestrian Network Needs Memo. Consultant shall attend to present key findings of the document. Consultant shall prepare meeting summaries and submit to PMT.

City Deliverables

- 3a Review and comment on Pedestrian Safety Existing Conditions Memo and Citywide High Crash Network Report
- 3b Review and comment on Existing Needs Analyses Memo
- 3c Review and comment on Network Completeness and Adequacy Criteria Memo
- 3d TAC Meeting #3
- 3e CAC Meeting #3
- 3ef Review and comment on Pedestrian Network Needs Memo
- 3fg TAC Meeting #4
- 3h CAC Meeting #4

Consultant Deliverables

- 3A Pedestrian Safety Existing Conditions Memo, Citywide and High Crash Network Reports
- 3B Existing Needs Analyses Memo
- 3C Network Completeness and Adequacy Criteria Memo
- 3D TAC Meeting #3
- 3E CAC Meeting #3
- 3F Pedestrian Network Needs Memo
- 3G TAC Meeting #4
- 3H CAC Meeting #4

Task 4: Classification and Prioritization Framework

Develop a data-based prioritization framework for directing public investments toward the citywide pedestrian network needs, i.e. gaps and deficiencies identified in Task 3. The prioritization framework must be informed by the PMP Goals and Objectives developed in Task 2.

4.1 Prioritization Framework Memo

Consultant shall develop draft, revised, and final Prioritization Framework Memo, a citywide, data-based prioritization framework for prioritizing the needs identified in Task 3 and based on review of the prioritization methodology developed for the 2016 TSP project prioritization as well as the Metro Regional Flexible Funds Allocation and ODOT Region 1 Active Transportation Needs Inventory prioritization criteria, and determine which elements of those criteria and methodologies can be used for prioritizing improvements in the Updated PMP, as well as any recommended modifications. The prioritization framework will identify the types of

walking improvements that will be prioritized for public investment, as well as the locations in the city that will be prioritized for investment. The prioritization methodology will reflect the PMP Goals and Objectives developed in Task 2. Consultant shall recommend prioritization criteria, methodology, and data sources to be used in the Updated PMP.

Factors that may be considered for inclusion in the prioritization methodology may include, but are not limited to:

- Pedestrian safety data and Vision Zero objectives
- Equity and environmental justice objectives (consistent with the City's adopted racial equity goals and strategies)
- Pedestrian street types and pedestrian districts
- Arterial vs. non-arterial streets
- Route-based walking access to key destinations (including transit, schools, and other essential land use destinations or daily needs)
- Land use context
- Maximizing access and connectivity impacts to the pedestrian networks
- Order of magnitude costs for addressing needs
- Project leverage opportunities

In compliance with the City's Vision Zero objectives, prioritization of pedestrian projects must be guided by the goal of eliminating fatal and serious traffic crashes by the year 2025. Consultant shall integrate pedestrian safety data (as identified by the Vision Zero program) into the prioritization framework. Prioritization for actual project implementation (outside the scope of the Project) will be subject to funding availability, leveraging opportunities, grant opportunities, and their specific prioritization criteria.

Consultant shall identify the GIS data sources to be used in the prioritization methodology, and whether there is a need to collect additional data.

Consultant shall summarize the review and document the recommended prioritization criteria, methodology, and data sources in a draft Prioritization Framework Memo and distribute to PMT for review and comment. Consultant shall prepare revision and submit to City for distribution to TAC and CAC. Consultant shall prepare final version, incorporating comments received, after TAC Meeting #5 and CAC Meeting #5.

4.2 Pedestrian Needs Priorities Map and List

Consultant shall apply the prioritization criteria and methodology to develop a tiered list of prioritized needs. Consultant shall document the prioritization analysis in a draft, revised and final Pedestrian Needs Priorities Map and List.

Consultant shall prepare draft Pedestrian Needs Priorities Map and List and submit to PMT for review and comment. Consultant shall prepare revision and submit to City for distribution to TAC and CAC. Consultant shall prepare final version, incorporating comments received, after TAC Meeting #5 and CAC Meeting #5.

4.3 TAC Meeting #5 and CAC Meeting #5

City shall arrange and conduct TAC and CAC meetings to present and obtain feedback on the Prioritization Framework Memo and Pedestrian Needs Priorities Map and List. Consultant shall attend to present key findings of the documents. Consultant shall prepare meeting summaries and submit to PMT.

4.4 Classifications Recommendations Memo

City shall develop draft and final Classifications Recommendations Memo, summarizing existing classifications and designations and providing recommendations on whether existing classifications and map designations should be modified or updated. Classifications Recommendations Memo must include maps illustrating the updated designations. Classifications Recommendations Memo must include narrative discussing how street classifications and designations are used by the City.

2016 TSP includes pedestrian street type designations to help inform pedestrian design criteria and project prioritization. 2016 TSP currently lists five classifications for pedestrian facilities:

- Pedestrian District
- Central City Transit and Pedestrian Streets
- City Walkway
- Local Service Walkway
- Off-Street Path

In addition to the pedestrian classifications in the 2016 TSP, the 1998 PMP includes a Main Street Pedestrian Design overlay to the City Walkway classification.

City shall review the current pedestrian classifications and determine whether:

- Modifications to these existing street types are appropriate;
- Additional pedestrian facility types are appropriate;
- The classifications are consistent with the Metro RTP Pedestrian Network designations; and
- The street designations and maps in the 2016 TSP applying these classifications should be updated.

Updates to the 2016 TSP classifications and designations, and updated design standards and guidelines associated with the pedestrian facility classifications will be developed in Phase 2 of the PMP Update, outside the scope of this Project.

Draft and final Classifications Recommendations Memo must include recommended pedestrian classification map(s) using the newly developed classifications.

City shall distribute draft Classifications Recommendations Memo to Consultant, TAC, and CAC. City shall prepare final version, incorporating comments received, after TAC Meeting #6 and CAC Meeting #6.

4.5 TAC Meeting #6 and CAC Meeting #6

City shall arrange and conduct TAC and the CAC meetings to present and obtain feedback on the Classifications Recommendations Memo. City shall prepare meeting summaries and submit to PMT.

City Deliverables

- 4a Review and comment on draft Prioritization Memo
- 4b Review and comment on draft Pedestrian Needs Priorities Map and List
- 4c TAC Meeting #5
- 4d CAC Meeting #5
- 4e Classifications Recommendations Memo
- 4f TAC Meeting #6
- 4g CAC Meeting #6

Consultant Deliverables

- 4A Prioritization Memo
- 4B Pedestrian Needs Priorities Map and List
- 4C TAC Meeting #5
- 4D CAC Meeting #5
- 4E Review and comment on Classifications Recommendations Memo

Task 5: Updated PMP Implementation: Policy and Program Recommendations

Develop proposed design, engineering, policy, operational, and funding strategies and solutions to address the pedestrian network needs identified in Task 3 and prioritized in Task 4.

5.1 Implementation Memo

City shall provide palette and Criteria for alternative walking paths, developed outside of Project to Consultant.

Consultant shall prepare draft, revised, and final Implementation Memo, which must articulate the design, engineering, education, enforcement, encouragement, policy, programmatic, and operational strategies and actions to address the pedestrian network needs identified and prioritized in Tasks 3 and 4, and to implement the PMP Goals and Objectives developed in Task 2. Consultant shall use readily available national, state, regional, and local resources to prepare Implementation Memo. Implementation Memo is not intended to be a full illustrative resource documenting all potential engineering and design treatments for improving the pedestrian network, but rather an articulation of the key actions and tools the City will use to implement the Updated PMP. These key implementing strategies and actions must be illustrated, as needed, at the direction of the PMT. Such strategies and actions may include (but are not limited to):

- Communicating a palette of alternative, context-sensitive walking path improvements (as developed by City in advance of the Project), and criteria for determining where these alternative solutions might apply, including vehicle volume or speed thresholds and street type, or pattern areas.
- Articulating the palette of arterial crossing solutions, and roadway context factors that determine the type of crossing improvement appropriate for a given location.

- More actively positioning neighborhood greenways as a tool for implementing the Updated PMP.
- Clarifying and refining the process for requiring frontage improvements, Right-of-Way dedication, setbacks, and financial contributions from developers on both local and arterial streets, including State Highways.
- Recommendations for new pedestrian-focused programs or changes to existing programs, based on the program assessment in Task 2 (including but not limited to sidewalk inspection/repair programs).
- Any other recommendations for strategies and actions, including policy recommendations, to implement the Updated PMP.

Consultant shall prepare draft Implementation Memo and submit to PMT for review and comment. Consultant shall prepare revision and submit to City for distribution to TAC and CAC. Consultant shall prepare final version, incorporating comments received, after TAC Meeting #7 and CAC Meeting #7.

5.2 Funding Strategy Memo

City shall prepare draft and final Funding Strategy Memo. Funding Strategy Memo must identify potential funding sources, strategies, and implementation mechanisms for providing prioritized pedestrian network improvements and instituting the policy and program recommendations. Funding Strategy Memo must identify existing PBOT and City programs and activities that may help implement the project and programmatic recommendations of the Updated PMP. Funding Strategy Memo must be incorporated into the Updated PMP.

City shall distribute draft Funding Strategy Memo to Consultant, TAC, and CAC. City shall prepare final version, incorporating comments received, after TAC Meeting #7 and CAC Meeting #7.

5.3 TAC Meeting #7 and CAC Meeting #7

City shall arrange and conduct TAC and CAC meetings obtain feedback on the implementing strategies and actions in draft Implementation Memo and Funding Strategy Memo. Consultant shall attend to present key finding in Implementation Memo. Consultant shall prepare TAC meeting summaries and submit to PMT.

City Deliverables

- 5a Review and comment on draft Implementation Memo
- 5b Funding Strategy Memo
- 5c TAC Meeting #7
- 5d CAC Meeting #7

Consultant Deliverables

- 5A Implementation Memo
- 5B Review and comment on Funding Strategy Memo
- 5C TAC Meeting #7

5D CAC Meeting #7

Task 6: Establish Performance Measures and Targets

6.1 Performance Measures Memo

City shall prepare draft and final Performance Measures Memo. Performance Measures Memo must recommend outcome-based system performance and monitoring measures and desired targets associated with the Goals and Objectives developed in PMP Goals and Objectives Memo, so the City can measure its progress over time and assess the Updated PMP's effectiveness at improving pedestrian conditions. City shall review pedestrian-related performance measures in the 2016 TSP and Metro's RTP to determine whether these existing measures are applicable to the Updated PMP and if any additional or modified measures should be considered.

City shall identify data sources for measuring pedestrian-related outcomes, and provide recommendations on ongoing data collection systems to ensure continued performance measurement. Performance Measures Memo must be incorporated into the Updated PMP.

City shall distribute draft Performance Measures Memo to Consultant, TAC, and CAC. Consultant shall review and provide comments on draft Performance Measures Memo. City shall prepare final version, incorporating comments received, after TAC Meeting #8 and CAC Meeting #8.

6.2 TAC Meeting #8 and CAC Meeting #8

City shall arrange and conduct TAC and CAC meetings to present and obtain feedback on the performance measures and targets in the Performance Measures Memo. City shall prepare meeting summaries and submit to PMT.

City Deliverables

- 6a Performance Measures Memo
- 6b TAC Meeting #8
- 6c CAC Meeting #8

Consultant Deliverables

- 6A Review and comment on Performance Measures Memo

Task 7: Develop Draft and Final Project Document

7.1 Updated PMP Document Outline

Consultant shall revise the draft Document Outline (Task 1.3) to provide a detailed outline (draft, revisions, and final) of the full Updated PMP Document Outline, including identifying where previously produced materials will fold into the Updated PMP as well as where additional narrative and graphic products are required. City shall review and comment on and Consultant shall revise the draft Document Outline up to two times prior to developing the final Updated PMP Document Outline.

7.2 In-House Review Draft Updated PMP

Consultant shall prepare a draft, revisions, and final full In-House Review Draft Updated PMP for City review and comment. The In-House Review Draft PMP must be in the proposed layout and include all text and graphic content proposed for the Discussion Draft Updated PMP and incorporate and summarize the final products from Tasks 2-6. Consultant shall review and revise the In-House Review Draft Updated PMP up to two times with the City Project Manager in advance of distributing internally for City comments.

City shall coordinate and collect all internal comments on the In-House Review Draft Updated PMP.

7.3 Discussion Draft Updated PMP

Consultant shall prepare Discussion Draft Updated PMP for City to release to the public and the Planning and Sustainability Commission for review and comment. The Discussion Draft Updated PMP will be in an adoption-ready format, adequate for public and Planning Commission review and comments.

Discussion Draft Updated PMP must be a highly-graphic adoption-ready document, to be available in print and PDF format. Document must be created in Adobe InDesign, and must be consistent with the City's graphic standards.

Consultant shall submit three bound "hard" copies and one electronic copy of the Discussion Draft Updated PMP to the City. City shall review and provide comments on Discussion Draft Updated PMP. Consultant shall submit two bound "hard" copies and one electronic copy of the Discussion Draft Updated PMP to APM.

7.4 Adoption Initiation

City shall coordinate the public release of the Discussion Draft Updated PMP and schedule the presentation of the Discussion Draft Updated PMP to the Planning and Sustainability Commission.

7.5 Title VI Report

City shall prepare and submit to ODOT a report delineating Title VI activities, and documenting Project processes and outreach for all low income, race, gender, and age groups.

City Deliverables

- 7a Review and comment on draft PMP Document Outline
- 7b Review and comment on In-House Review Draft Updated PMP
- 7c Review and comment on Discussion Draft Updated PMP
- 7d Adoption Initiation
- 7e Title VI Report

Consultant Deliverables

- 7A Updated PMP Document Outline
- 7B In-House Review Draft Updated PMP

7C Discussion Draft Updated PMP

Task 8: Contingent Project Meetings

8.1 Contingent Project Meetings – Upon request of City Project Manager and after written authorization of APM, City shall arrange and conduct up to 3 additional meetings if more input is needed to provide guidance and recommendations. Consultant shall attend to discuss key findings of Project documents. Contingent Project Meetings are expected to be either a joint TAC and CAC Meeting, a TAC Meeting, or a CAC Meeting.

Project Schedule

Task		Schedule
1	Project Start-Up, Management, and Coordination	Throughout Project
2	Plan, Policy and Programs Review and PMP Goals and Objectives	July – September 2017
3	Infrastructure Inventory and Network Needs Analysis	November – December 2017
4	Classification and Prioritization Framework	March – April 2018
5	Updated PMP Implementation: Policy and Program Recommendations	May – July 2018
6	Establish Performance Measures and Targets	July 2018
7	Develop Draft and Final Project Document	August – October 2018
8	Contingent Project Meetings	As Needed

City Match Plan (Estimated)

Task		Labor	Supplies and services	Task Costs
1	Project Start-Up, Management, and Coordination	\$12,000		\$12,000
2	Plan, Policy and Programs Review and PMP Goals and Objectives	\$15,200	\$2,000	\$17,200
3	Infrastructure Inventory and Network Needs Analysis	\$16,400	\$2,000	\$18,400
4	Classification and Prioritization Framework	\$23,400	\$1,000	\$24,400
5	Updated PMP Implementation: Policy and Program Recommendations	\$18,000		\$18,000

Task		Labor	Supplies and services	Task Costs
6	Establish Performance Measures and Targets	\$9,900		\$9,900
7	Develop Draft and Final Project Document	\$26,900		\$26,900
8	Contingent Project Meetings			
	Match Total	\$121,800	\$5,000	\$126,800

Consultant Deliverable Table

Task	Deliverable	Lump Sum per Deliverable Amount
Task 1	Project Start-Up, Management, and Coordination	\$11,700
1A	PMT Meetings (up to 24 @ \$250)	\$6,000
1B	Refined Project Schedule and Document Outline & Template	\$3,500
1C	TAC Meeting #1	\$1,100
1D	CAC Meeting #1	\$1,100
Task 2	Plan, Policy and Programs Review and PMP Goals and Objectives	\$15,500
2A	Policy Framework Memo	\$9,300
2B	Review and comment on Pedestrian Program Review Memo	\$700
2C	PMP Goals and Objectives Memo	\$3,100
2D	TAC Meeting #2	\$1,200
2E	CAC Meeting #2	\$1,200
Task 3	Infrastructure Inventory and Network Needs Analysis	\$102,900
3A	Pedestrian Safety Existing Conditions Memo, Citywide and High Crash Network Reports	\$53,900
3B	Existing Needs Analyses Memo	\$7,400
3C	Network Completeness and Adequacy Criteria Memo	\$12,100
3D	TAC Meeting #3	\$1,300
3E	CAC Meeting #3	\$1,300
3F	Pedestrian Network Needs Memo	\$24,500
3G	TAC Meeting #4	\$1,200
3H	CAC Meeting #4	\$1,200
Task 4	Classification and Prioritization Framework	\$25,300
4A	Prioritization Memo	\$8,600
4B	Pedestrian Needs Priorities Map and List	\$15,400
4C	TAC Meeting #5	\$600

Task	Deliverable	Lump Sum per Deliverable Amount
4D	CAC Meeting #5	\$600
4E	Review and comment on Classifications Recommendation Memo	\$100
Task 5	Updated PMP Implementation: Policy and Program Recommendations	\$21,400
5A	Implementation Memo	\$19,100
5B	Review and comment on Funding Strategy Memo	\$300
5C	TAC Meeting #7	\$1,000
5D	CAC Meeting #7	\$1,000
Task 6	Establish Performance Measures and Targets	\$100
6A	Review and comments on Performance Measures Memo	\$100
Task 7	Develop Draft and Final Project Document	\$21,600
7A	Updated PMP Document Outline	\$1,900
7B	In-House Review Draft Updated PMP	\$16,300
7C	Discussion Draft Updated PMP	\$3,400
Task 8	Contingent Project Meetings	\$1,500
8A	Contingent Project Meetings (up to 3, @ \$ 500 per meeting)	\$1,500
	Project Total	\$200,000

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 C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

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

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

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 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 entering into this contract 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 entering into this contract 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 contract 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 submit a written explanation to Department.

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 contract 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 200331(a) (1)

1. Federal Award Identification: 0000(253)
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): 054971197
4. Federal Award Identification Number (FAIN): 0000(253)
5. Federal Award Date: September 9, 2016
6. Period of Performance Start and End Date: From July 2017 to November 2018
7. Total Amount of Federal Funds Obligated by this Agreement: \$200,000

A. Total Amount of Federal Award: \$200,000Federal award project description: 2015-17 Transportation and Growth ManagementProgramName of Federal awarding agency: FHWAContact information for awarding official: Linda SwanIndirect cost rate: 79.41%i.a. CFDA Number and Name: 20.205 - Highway Planning and Constructioni.b. Amount: \$200,000

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: \$200,000
9. Is Award R&D? Yes No