

**INTERGOVERNMENTAL AGREEMENT**  
City of Portland, Columbia/Lombard Mobility Corridor Plan

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation (“ODOT” or “Agency”), and 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 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 (including City's Matching Amount) disbursed under this Agreement, which disbursements consist of the City's Amount and the Consultant’s Amount. ODOT may use any of the City’s Matching Amount to substitute for an equal amount of the federal FAST Act funds used for the Project or use such funds as matching funds.

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. Further, ODOT’s obligation to make any disbursements under this Agreement is subject to payment of the City's Matching Amount by City to ODOT. This Agreement terminates on May 29, 2020 (“Termination Date”).

B. Grant Amount. The TGM Grant Amount shall not exceed \$ 244,140

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

D. Consultant’s Amount. The Consultant’s Amount shall not exceed \$444,860, and will be derived from the sources available to ODOT that are described in the table below.

Funding type	Responsibility
TGM (#21103)	\$244,140
City (cash paid to ODOT)	\$110,000
ODOT Rail (#K20672)	\$60,000
Active Transportation Needs Inventory (#K18511)	\$30,720
<b>TOTALS</b>	<b>\$444,860</b>

E. City's Matching Amount. The City's Matching Amount is \$110,000. City shall pay ODOT the City's Matching Amount at time of the signing of this Agreement.

### **SECTION 3. RESERVED**

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

A. City represents and warrants to ODOT as follows:

1. It is a municipality duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.

4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which City or its property is bound.

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

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

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

## **SECTION 5. GENERAL COVENANTS OF CITY**

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; 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 200.331(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 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; 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.

**EXHIBIT A**

TGM Grant Agreement No. 32914  
TGM File Code 1B-17  
EA # TG17LA03  
#CON03999/010  
#19PF120/021

**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: **Christine Taylor**  
(Official's Signature)

Date: **via e-mail dated August 10, 2018**

**Contact Names:**

Zef Wagner  
City of Portland  
1900 SW 4th, Suite 7100  
Portland, OR 97201  
Phone:  
Fax: 503-823-4571  
E-Mail: bwagner@ocwcog.org

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**

TGM Grant Agreement No. 32914  
TGM File Code 1B-17  
EA # TG17LA03  
#CON03999/010  
#19PF120/021

Agency has entered into the PSK with Consultant to provide services to the Project as described in this Exhibit A.

**EXHIBIT A**  
**PROJECT DESCRIPTION and DELIVERY SCHEDULE**  
**for**  
**Columbia/Lombard Mobility Corridor Plan**  
**(Based on PSK Statement of Work)**  
**TGM 1B-17**

**Abbreviations**

- Agency or ODOT – Oregon Department of Transportation
- APM – Agency Project Manager
- BES – Portland Bureau of Environmental Services
- BPS – Portland Bureau of Planning and Sustainability
- City – City of Portland
- GIS – Geographic Information System
- PBOT – Portland Bureau of Transportation
- PMT – Project Management Team
- Project - Columbia/Lombard Mobility Corridor Plan Project
- SAC – Stakeholder Advisory Committee
- TAC – Technical Advisory Committee
- NTP – Notice to Proceed
- DBE – Disadvantaged Business Enterprise
- ORS – Oregon Revised Statutes
- SOW – Statement of Work set forth in Consultant PSK

Name: Address:  Phone: Email:	<b>Agency’s Project Manager (“APM”) for the WOC</b> Lidwina Rahman ODOT Region 1 123 NW Flanders Portland, OR 97209 (503) 731-8229 <a href="mailto:Lidwien.Rahman@odot.state.or.us">Lidwien.Rahman@odot.state.or.us</a>	Name: Address:  Phone: Email:	<b>Consultant’s Project Manager (“PM”) for the WOC</b> Elizabeth Wemple, PE HDR 1050 SW Sixth Avenue, Suite 1800 Portland, OR 97204 (503)727-3915 Beth.Wemple@hdrinc.com
	<b>Contract Administrator for the WOC is the same as APM listed above</b>	Name: Address:  Phone:	<b>Local Project Manager</b> Zef Wagner Portland Bureau of Transportation 1120 SW Fifth Avenue, Suite 800 Portland, OR 97204 (503) 823-7164

		Email:	Zef.Wagner@portlandoregon.gov
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## **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 Columbia/Lombard Mobility Corridor Plan project (“Project”) will identify, develop, and prioritize infrastructure improvements and traffic management systems to make multimodal transportation and freight movement safer, more efficient, and more resilient along this Regional Mobility Corridor within the City of Portland (“City”).

The Project will develop a plan to improve the street network in a mobility corridor that is a key hub for freight mobility and access to employment for people from around the region. The benefits of this plan include increased safety, efficiency, and low-cost access to jobs. It will develop projects and systems to alleviate congestion, allowing people and goods to reach their destinations more quickly and reducing emissions.

### **Project Area**

The Project Area encompasses the corridor and adjacent area bound by N/NE Columbia Boulevard and the parallel US 30 Bypass (portions of N/NE Lombard Street, NE Portland Highway, and NE Killingsworth Street) from Oregon Route 99W (Interstate Avenue) to Interstate 205, including a buffer area of roughly ½ mile on the north and south sides of this corridor to include potential parallel and perpendicular routes.

### **Background**

N/NE Columbia Boulevard and US 30 Bypass running parallel to the Union Pacific Kenton Line railroad, are vital links in the Regional Mobility Corridor running between Rivergate and I-205 in a major employment area for the Portland region. According to the Regional Transportation Plan, mobility corridors should function well for all modes of transportation, although different modes may be prioritized to a greater or lesser degree on different facilities within the corridor. Due to aging infrastructure, gaps and deficiencies in the multimodal network, growing traffic congestion, increased trucking activity, major safety issues, and longer commuting distances, the Columbia/Lombard Mobility Corridor - <https://www.oregonmetro.gov/mobility-corridors-atlas> and [http://library.oregonmetro.gov/files/Mobility\\_Atlas\\_Corridor\\_18.pdf](http://library.oregonmetro.gov/files/Mobility_Atlas_Corridor_18.pdf) - is not functioning optimally for multimodal travel or goods movement. The corridor has also been identified by Portland Bureau of Environmental Services (“BES”) as an area with a high level of stormwater treatment need in the public right-of-way.

A lack of separation between modes, outdated roadway designs, very high traffic speeds, and sub-standard infrastructure have led to major safety concerns on both Columbia Boulevard and US 30 Bypass. Both streets are on the designated Vision Zero High Crash Network because of high crash rates, especially those involving high-speed motor vehicles. The pedestrian and bicycle networks have numerous gaps and deficiencies, both along and across the corridor, which create safety issues (including a recent bicycle fatality on US 30 Bypass, and pedestrian

fatalities on Columbia) and make it difficult for pedestrians and bicyclists to access jobs and other destinations in the corridor. Transit service is very limited, with only a single bus line serving a small section of Columbia Boulevard. Lombard west of Interstate is a frequent service transit route and has been identified as a future Enhanced Transit Corridor. While TriMet has plans to create a new bus line along Columbia Boulevard, the street currently lacks adequate pedestrian facilities and crossings, which would present an obstacle to potential users of public transit. Because of these limitations, most commuters or visitors only feel safe or comfortable traveling to the area in a personal vehicle. This adds to traffic congestion along the corridor and increases the cost of living for employees and impacts freight goods movement. The transportation system also lacks the infrastructure and technology to efficiently manage freight travel and provide reliable movement of goods in this critical freight district. At-grade railroad crossings, sub-standard over-crossings, missing connections and signals, and traffic bottlenecks contribute to growing concerns about freight mobility and access in the corridor.

The Project will include analysis of traffic flows, freight mobility and access needs, multimodal gaps and deficiencies, and access to transit. The Project will develop alternative cross-sections, modal priorities, project concepts, and management systems, and evaluate them using clear criteria. The public will be involved through stakeholder committees, open houses, online engagement, and targeted outreach.

### **Project Objectives**

The Project Objectives of the Columbia/Lombard Mobility Corridor Plan are to:

- Identify system needs, i.e. gaps and deficiencies for all modes;
- Identify infrastructure and operating strategies for addressing identified needs, including projects to support planned TriMet bus service along Columbia Boulevard, and transportation demand management strategies that provide real-time travel information to balance travel demand between the two major roadways;
- Prioritize improvements to the transportation system for all modes;
- Identify opportunities for coordination and partnership between transportation agencies and the City's BES to address both transportation and stormwater needs;
- Improve safety and efficiency of multimodal transportation and freight movement and access along the corridor;
- Develop a Vision Zero strategy and context-sensitive safety solutions for all modes on the corridor;
- Develop conceptual designs and cross-sections for Columbia Boulevard, US 30 Bypass, and connections between them to help inform future capital projects, paving projects, and other improvements;
- Evaluate and prioritize projects and programs identified in the 2016 Transportation System Plan, as well as additional projects and programs identified through the Project.

### **Expectations**

Unless otherwise specified in the task:

### **Expectations for Project Management**

City shall provide a Project Manager throughout the Project and other adequate staff to complete the Project in accordance with the anticipated timeline. City shall maintain effective communication and coordination between City departments –Bureau of Transportation (“PBOT”), Portland Bureau of Planning and Sustainability (“BPS”), and BES, Oregon Department of Transportation (“ODOT”), Metro, TriMet, and other agencies throughout the Project through participation with the Project Management Team (“PMT”) and Technical Advisory Committee (“TAC”).

PMT must include Consultant Project Manager, City Project Manager, and Agency Project Manager (“APM”). PMT shall provide overall guidance for the Project, address project management issues such as schedule, budget, progress, and invoicing, review draft deliverables, prepare for TAC and SAC meetings, and resolve unanticipated issues and conflicting feedback. The ODOT Region 1 Active Transportation Liaison and ODOT Rail Crossing Compliance Specialist will participate in these PMT responsibilities with regard to tasks and deliverables related to active transportation on Lombard and rail crossings, respectively.

City and ODOT will form a Steering Committee consisting of City and ODOT Region 1 management to keep them informed and gain agreement and guidance as the Project progresses.

Consultant has acknowledged that the City has significant tasks related to, and involvement with, the Project. Under the PSK Consultant shall cooperate with the City and the Agency to achieve the objectives of the Project and this Exhibit A, and the City and ODOT shall engage with the Consultant as provided in Section 6 of this Agreement to achieve the objectives and deliverables of this Exhibit A, including coordination and oversight to achieve those deliverables and activities that are the responsibility of Consultant.

### **Expectations for Public, Stakeholder, and Agency Involvement**

City shall assume primary responsibility for designing and executing public and stakeholder outreach for the Project. Public and Stakeholder Outreach events may be held in conjunction with other planning processes to reach a broad audience. The events may include public open houses and focused outreach to targeted stakeholder groups and standing citywide committees, including the Portland Freight Committee, Bicycle Advisory Committee, and Pedestrian Advisory Committee. The number and types of events will depend upon what is learned during the planning process about interested stakeholder groups. Outreach may also include an online survey, comment opportunity or other online engagement tool.

City shall provide Stakeholder Advisory Committee (“SAC”) and TAC meeting logistics, facilitation of TAC meetings, and agendas. Consultant shall facilitate SAC meetings, prepare presentation materials and meeting summaries. At least one and up to five members of the Consultant team shall attend SAC and TAC Meetings in accordance with the requirements of the SOW.

Meeting arrangement responsibilities described above 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, and posting notices in public locations (such as City buildings and libraries).

### **Expectations for Deliverables**

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, Consultant shall present information in tabular or graphic format, with a simple and concise accompanying narrative (e.g., system inventories, traffic conditions).

*Deliverables:* Consultant shall provide a draft of all written deliverables to the City's Project Manager and APM in electronic format at least two weeks prior to broader distribution. City and APM will review the deliverables and submit comments to Consultant within one week. Consultant shall make corrections prior to distribution of the draft deliverables to the TAC and SAC. Consultant's draft deliverables must be substantially complete and any changes or revisions needed to address PMT comments are expected to be minor and part of the draft. This provision does not limit the right of Agency to require correction of deliverables that do not meet the standards outlined in this Exhibit A.

City shall collect, prepare, and provide to Consultant one coordinated set of written comments on the draft deliverables following any comments received from SAC and TAC and Public Outreach. Consultant shall provide the revised deliverables to the City and APM within one week unless otherwise specified or another agreed-upon amount of time is established.

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

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

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

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

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

## **TASKS, DELIVERABLES and SCHEDULE**

### **Task 1: Project Management, Agency and Public Involvement**

## Objectives

- Provide efficient and productive project management processes
  - Provide public involvement in a way that meets best practices
- 1.1 PMT Check-Ins** – Consultant shall arrange and facilitate up to 24 PMT Check-ins (by phone) regularly throughout the Project to discuss scope and schedule. Consultant project manager and deputy project manager shall attend up to 24 conference calls; other Consultant team members shall attend as needed. Meeting time assumes time to prepare for, attend and complete follow up activities.
  - 1.2 Project Timeline** – City shall prepare and update up to 9 times, a graphical, easy to read Project Timeline showing Project milestones by task, anticipated dates for deliverables and milestones, along with key times to engage the community. Consultant shall review and provide input to schedule with each Project Timeline update.
  - 1.3 Memo #1: Public and Stakeholder Outreach Plan** – Consultant shall prepare draft and final Memo #1 to address engagement of, and coordination between agencies, organizations, stakeholders, groups, and individuals likely to have an interest in the Project outcome, and outreach needed to meet Title VI, Civil Rights goals. City shall provide guidance and input on outreach and engagement strategies as well as identify which key agency and community stakeholder groups to target for inclusion in the Outreach Plan. PMT members shall review and comment on draft Memo #1. Consultant shall prepare final Memo #1.
  - 1.4 Fact Sheets** – Consultant shall prepare three draft and final two-page Fact Sheets describing the Project at key points. PMT shall approve the timing and content. City shall print and distribute Fact Sheets.
  - 1.5 Public Involvement Activities** – City shall arrange and Consultant shall conduct four to five public involvement activities through the duration of the Project, including but not limited to physical open houses, online open houses, focus groups, walking/biking tours, surveys, and charrettes. Consultant shall plan, coordinate and produce a one- to two-page summary memo for each activity or event. Some activities may differ between the west and east side of the corridor for the same milestone. In this case, each scheduled event counts as one event. Events are anticipated to be 3 to 4 hours in length, including travel time.
  - 1.6 TAC Roster** – City shall create a TAC roster consisting of City departments PBOT, BPS, and BES, Port of Portland, TriMet, Metro, Department of Land Conservation and Development, ODOT Planning, ODOT Technical Services, ODOT Traffic, ODOT Rail, and others as determined by the PMT. Expertise represented should include freight, streetcar, bicycle, and pedestrian modes, systems operations, intelligent transportation systems, emergency management, transit operations, transit planning, and land use planning.

- 1.7 SAC Roster** - City shall create a SAC roster consisting of community members with an interest in the Project Area, including representatives of business associations, neighborhood associations, community-based organizations, schools, historically underserved communities, modal and other advocacy groups, as well as individual residents and business owners.

#### **City Deliverables**

- 1a PMT Check-ins (up to 24) (task 1.1)
- 1b Project Timeline and Updates (task 1.2)
- 1c Fact Sheets review, comments, printing and distribution (task 1.4)
- 1d TAC Roster (task 1.6)
- 1e SAC Roster (task 1.7)

#### **Consultant Deliverables**

- 1A PMT Check-ins (up to 24 phone calls) (task 1.1)
- 1B Input for Project Timeline Updates (task 1.2)
- 1C Draft Memo #1: Public and Stakeholder Outreach Plan (task 1.3)
- 1D Final Memo #1: Public and Stakeholder Outreach Plan (task 1.3)
- 1E 3 Draft and Final Fact Sheets (task 1.4)
- 1F Public Involvement Activities (4 to 5 scheduled activities and activity summaries) (task 1.5)

### **Task 2: Existing Conditions Inventory**

#### **Objectives**

- Collect and summarize data regarding existing corridor conditions, including existing and funded transportation facilities, adjacent land uses and zoning, traffic counts, commute patterns, operations analysis, and crash data
- Review past plans and studies to establish the existing planning and policy context along the corridor

#### **Subtasks**

- 2.1 Data Request Memo** - Consultant shall provide City and Agency with a data request memo containing a list of data needed for remaining project analyses, delivery timeline, and preferred formats. Requested data will likely include but is not limited to crash data, geospatial data, roadway characteristics, transit, pedestrian and bicycle facilities, state, regional, and City functional classifications for all modes, existing and forecast traffic volumes, operational and system analysis results (level of service or volume to capacity), roadway centerline and other relevant spatial data needed for analysis in the needs analysis (Task 3).
- 2.2 Memo #2: Existing Conditions and Plan and Policy Review** – City shall prepare a draft and final Memo #2: Existing Conditions and Plan and Policy Review.

City shall collect existing and new data and prepare a summary of existing conditions in the Project Area. Information must be presented using text, maps, and charts as appropriate.

Data collected must include vehicular traffic speeds, vehicle volumes, turning movement counts, and classification counts, as well as pedestrian and bicycle volumes at key locations. In addition the memo must respond to items specified in the Data Request Memo (Task 2.1). Summary of existing conditions must also include most recent five years of geo-located crash data, state, regional, and City functional classifications for all modes, existing transportation facility dimensions (e.g., vehicle and bicycle lane widths; presence, type and width of sidewalks), transit stop location and activity, and adjacent land uses, and existing operations and system analyses. Memo # 2 must include existing facility information for the segment of US 30 Bypass (N Lombard Avenue) from Interstate Avenue west to N Woolsey Avenue, based on data provided by ODOT. Consultant shall review and provide comments on draft Memo #2. Comments must confirm whether the information provided by the City and Agency is adequate for remaining project activities, and identify missing information.

City shall also review and summarize local, regional, and state plans, studies, identified needs, project lists, standards of adequacy or completeness, and policy documents that are relevant to the corridor and Project. City's review must cover, at a minimum, the Portland 2016 Transportation System Plan, including functional classifications and project lists with Project Area, Ped PDX, Portland Freight Master Plan, Portland Bicycle Plan for 2030, Portland Comprehensive Plan designations and relevant policies, zoning designations; City of Portland Climate Action Plan; 2014 and 2018 Regional Transportation Plan including network designations for all modes and project lists, Regional Freight Strategy, Regional Transit Strategy, Regional Safety Strategy, Regional Travel Options Strategy, Regional Active Transportation Plan, Regional TSMO Action Plan, Regional Over-dimensional Freight Study; Oregon Highway Plan, Oregon Freight Plan, ODOT Freight Highway Bottlenecks List Project, Oregon Freight Intermodal Connector System Study, Statewide Transportation Strategy, and ODOT Region 1 Active Transportation Needs Inventory, updated to reflect recent and planned improvements.

PMT shall review and comment on draft Memo # 2 prior to distribution to TAC and SAC. City shall revise draft Memo # 2 based on PMT, TAC, and SAC comments.

- 2.3 TAC Meeting #1** - City shall arrange and facilitate and present at TAC Meeting #1. The purpose of TAC Meeting #1 is to obtain feedback on draft Memo #2. City shall prepare presentation materials and a meeting summary. Three members of the Consultant team shall attend TAC Meeting #1. TAC Meeting #1 is anticipated to be up to two hours in length and to be held in the Sixth and Main building in Portland.
- 2.4 SAC Meeting #1** - City shall arrange and facilitate at SAC Meeting #1. The purpose of SAC Meeting #1 is to obtain feedback on draft Memo #2. City shall prepare presentation materials, facilitate the meeting, and produce a meeting summary. Three members of the

Consultant team shall attend SAC Meeting #1. SAC Meeting #1 is anticipated to be up to two hours in length and to be held in the Sixth and Main building in Portland.

### **City Deliverables**

- 2a Memo #2: Existing Conditions and Plan and Policy Review (task 2.2)
- 2b TAC Meeting # 1 (task 2.3)
- 2c SAC Meeting # 1 (task 2.4)

### **Consultant Deliverables**

- 2A Data Request Memo (Task 2.1)
- 2B Comment on Memo #2 (Task 2.2)
- 2C TAC Meeting #1 (Task 2.3)
- 2D SAC Meeting #1 (Task 2.4)

### **Task 3: Needs Analysis**

#### **Objectives**

- Analyze gaps and deficiencies in the pedestrian, bicycle, transit, freight, and traffic networks and develop a needs inventory
- Develop a list of feasible projects to address the needs along and across the corridor

#### **Subtasks**

**3.1 Memo #3: Safety Analysis** - Consultant shall prepare a draft and final Memo #3 containing a safety analysis of crash data and risk factors in the Project Area. The analysis must summarize the crashes (i.e., how many, what mode (pedestrian, bicycle, passenger vehicle, heavy vehicle), who, where, what type and severity) and identify common countermeasures to address these crashes. The analysis must consider pedestrian, bicycle, motor vehicle and freight crashes. The analysis must be conducted using the most recent complete five years of crash data.

The safety analysis will also include a qualitative bicycle/pedestrian safety risk analysis to identify and locate crash indicators other than speed and roadway width, which are the dominant features of the Vision Zero High Crash network. Crash indicators may include crash history that is not highlighted in the City's Vision Zero network, roadway characteristics known to contribute to crashes involving people walking and biking, and operational and planning characteristics that could create or increase crash exposure for people walking and bicycling. The intent is to demonstrate, at a qualitative level, whether there is value in avoiding or mitigating these locations for bike and pedestrian travel.

The outcomes of this analysis will be integrated with the crash analysis to summarize safety conditions on the corridor. The findings will be documented in Memo #3 Safety Analysis which will document opportunities, constraints and potential safety countermeasures.

PMT shall review and comment prior to distribution; Consultant shall make corrections. Consultant shall revise draft Memo #3 based on coordinated PMT, TAC, and SAC comments and as directed by PMT.

- 3.2 Memo #4: Mobility and Access Needs Analysis** - Consultant shall prepare a draft and final Memo #4 containing an analysis of mobility and access needs (gaps and deficiencies) for all modes based on City existing conditions data and policy guidance summarized in Memo # 2, and a list of previously identified and potential new projects to address the identified needs.

In Memo #4 Consultant shall document:

- Motor Vehicle Mobility and Traffic Operations
  - existing and future vehicle capacity, congestion, and reliability needs, based on data and analysis provided by City and Agency
  - Identification and evaluation of intelligent transportation system and transportation demand management strategies to better balance transportation demand on the two major roadways along the corridor
  - Identification of previously identified major capital projects that require design concepts and further feasibility and alternatives analysis to assess benefits and costs and evaluate trade-offs (see Task 5)
  - Motor vehicle mobility and operational needs and previously identified and new projects based on the analysis in the above bullets
- Freight mobility and access
  - types of businesses and industries adjacent to and dependent on corridor routes for freight mobility; and goods and commodities moved on these routes.
  - height and weight restrictions; safety and security issues; rail crossings, bridges, overhead cables/lines, etc.
    - freight routes and critical connections in the corridor
    - routes for truck and rail egress/ingress access to businesses
    - workforce mobility to/from businesses along the corridor
    - use of freight related Information Technology and Information Technology Systems
  - freight needs and previously identified and new projects based on the analysis in the above bullets
- Pedestrian and Bicycle Facilities
  - Qualitative analysis of gaps and deficiencies in the pedestrian and bicycle networks based on City standards of adequacy per Memo # 2, including crossing needs per the City's Interim Crossing Spacing Guidelines and PedPDX (Portland Pedestrian Master Plan Update) crossing needs analysis and consideration of the location of bus stops

and other destinations/pedestrian generators along the corridor. The active transportation needs analysis must extend beyond the Project Area to include the needs identified in ODOT's Active Transportation Needs Inventory for the segment of N Lombard Avenue (US 30 Bypass) from N. Interstate west to Woolsey Avenue. This must include needs for additional roadway or pedestrian/bicycle-only connections across railroad lines.

- Existing conditions Bicycle Level of Traffic Stress analysis (consistent with ODOT's Analysis Procedure Manual v2.), based on readily-available data provided by City and Agency.
- Bicycle Suitability Analysis on Columbia - Area-wide assessment of needed bicycle connections based on the locations of housing, employment centers, schools, shopping, and recreation destinations.
- Consultant shall place special emphasis on the identification of potential bicycle and pedestrian facility co-location, gaps in connectivity, "Level of Stress", and potential opportunity sites that support a better integrated multi-modal network.
- Bicycle and pedestrian needs and previously identified and new projects based on the analysis in the above bullets
- Health and Equity –  
Review available health and equity information from City and provide brief summary

PMT shall review and comment on draft Memo # 4 prior to distribution to TAC and SAC; City shall provide one set of coordinated TAC and SAC comments. Consultant shall revise draft Memo #4 as directed by PMT.

**3.3 Memo #4.1: ODOT Traffic and Crossing Analysis** - Consultant shall prepare a draft and final Memo #4.1 containing an analysis of the operational, safety, and network impacts of two specific proposed improvements on Lombard (US30By) in the segment between Greeley and Interstate. In Memo #4.1, Consultant shall document:

- Operational, safety, parking, and network impacts of extending the 4- to 3-lane conversion on Lombard east of the currently planned terminus at Greeley Ave. Based on a.m. and p.m. peak hour existing year Synchro analysis, Consultant shall recommend location and configuration of eastern transition from 3-lane cross section to existing 4- or 5-lane cross section. Recommendation should balance safety and operational needs of all modes, optimize lane usage at Lombard/Denver intersection, and provide connections to the surrounding bicycle network where bike lanes are ended on Lombard. On-street parking impacts of proposal (i.e., estimate of parking spaces to be removed; not a parking utilization study) shall be documented to inform public outreach efforts to impacted properties.
- Crossing engineering study for the Lombard/Delaware intersection, including NCHRP 562 analysis, documenting recommended crossing location and treatment at the intersection when the existing half signal is replaced. Analysis should consider appropriate crossing treatments for existing 4-lane configuration and 3-lane

reconfiguration based on results of Synchro analysis presented in Memo 4.1. Pedestrian counts, vehicle turning movement counts, and video of the Lombard/Delaware intersection will be provided by ODOT.

ODOT will review and comment on Memo 4.1 to ensure compliance with ODOT engineering procedure/standards and to ensure analysis results can be used to inform ODOT approvals for upcoming STIP projects.

## **C1 Additional ODOT Crossing Studies**

*(CONTINGENCY TASK –) This task identifies specific deliverables that the Agency at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task and the identified deliverables if written (email acceptable) NTP is issued by the APM.*

Based on the results of the crossing needs analysis for US30By presented in Memo 4.1, ODOT may identify the need to conduct engineering studies for additional crossing locations.

Consultant shall conduct crossing engineering study for up to three additional locations identified by ODOT and document findings/recommendations in Memo 4.2, Additional ODOT Crossing Studies. Crossing studies must include NCHRP 562 analysis and document existing conditions, recommended crossing location and treatment, and access/safety/operational impacts of proposed treatment. Where appropriate as determined by Agency, analysis must consider appropriate crossing treatments for existing lane configuration and proposed future reconfigurations.

Consultant shall collect pedestrian counts, vehicle turning movement counts, and video at study locations to inform engineering studies.

**3.4 Memo #5 Project Evaluation Criteria** – Consultant shall develop draft and final Memo #5 defining project evaluation criteria for application in Tasks 5 and 6. Evaluation criteria must be submitted to the PMT, TAC and SAC for review and comment. Consultant shall recommend project evaluation criteria based on PMT, SAC and TAC feedback. Potential evaluation criteria must relate to the findings of the existing conditions, safety, and mobility and access needs analyses, and may include:

- Closure of critical network gaps
- Improvement that addresses an immediate safety need
- Destinations served, including existing and future transit stops
- Improvement to system connectivity
- Provides/enhances a Safe Routes to School connection
- planning level costs
- Qualitative evaluation of impacts to freight reliability
- Qualitative assessment of change in safety conditions for all modes
- Qualitative assessment of impacts on intermodal connectivity and truck and rail access,
- Potential impacts on other transportation modes (e.g. transit, freight, bicycle, pedestrian, etc.)

**3.5 Needs Evaluation Workshop** - Consultant shall distribute Draft Memo #3, #4 and #5 to PMT one week in advance of a four-hour PMT and Consultant team workshop to review

findings. The purpose of the workshop is to confirm understanding of needs, discuss ideas for consideration in Task 5, discuss draft project evaluation criteria, and to review and comment on draft Memos #3, #4 and #5. Needs Evaluation Workshop is anticipated to be four-hours. Six to eight members of the Consultant team shall attend the workshop. Consultant shall integrate outcomes from the workshop into revised Memos #3, #4 and #5 for distribution to the TAC and SAC.

- 3.6 TAC Meeting #2** - City shall arrange and facilitate and Consultant shall present at TAC Meeting #2. The purpose of TAC Meeting #2 is to obtain feedback on draft Memos #3, #4 and #5. Consultant shall prepare presentation materials and a meeting summary. Three members of the Consultant team shall attend TAC Meeting#2 in person. TAC Meeting #2 is anticipated to be up to 2 hours in length and to be held at the Sixth and Main Building in Portland.
- 3.7 SAC Meeting #2** - City shall arrange and Consultant shall present and facilitate SAC Meeting #2. The purpose of SAC Meeting #2 is to obtain feedback on draft Memo #3 and #4. Consultant shall prepare presentation materials, facilitate the meeting, and produce a meeting summary. Five members of the Consultant team shall attend SAC Meeting#2 in person. SAC Meeting #2 is anticipated to be up to 2 hours in length and to be held at the Sixth and Main Building in Portland.

#### **City Deliverables**

- 3a Comments on Memo #3 (task 3.1)
- 3b Comments on Memo #4 (task 3.2)
- 3c Comments on Memo #5 (Task 3.4)
- 3e Needs Evaluation Workshop (task 3.5)
- 3f TAC Meeting #2 (Task 3.6)
- 3g SAC Meeting #2 (Task 3.7)

#### **Consultant Deliverables**

- 3A Draft Memo #3: Safety Analysis (Task 3.1)
  - 3B Final Memo #3: Safety Analysis (Task 3.1)
  - 3C Draft Memo #4: Mobility and Access Needs Analysis (task 3.2)
  - 3D Final Memo #4: Mobility and Access Needs Analysis (task 3.2)
  - 3E Draft and Final Memo #4.1: ODOT Traffic and Crossing Analysis (task 3.3)
  - 3F Draft and Final Memo #5 Project Evaluation Criteria (Task 3.4)
  - 3G Needs Evaluation Workshop (Task 3.5)
  - 3H TAC Meeting #2 (task 3.6)
  - 3I SAC Meeting #2 (task 3.7)
- Contingency Deliverable C1 Memo 4.2, Draft and Final Additional ODOT Crossing Studies

#### **Task 4: Railroad Crossing Study**

##### **Objectives**

- Evaluate safety needs at Union Pacific Railroad crossings at NE 11<sup>th</sup> Avenue near NE Lombard Street and at NE Cully Boulevard near NE Columbia Boulevard
- Develop and evaluate concept designs for at-grade and grade-separated solutions
- Recommend near-term and long-term railroad crossing projects

### Subtasks

- 4.1 Memo #6.1: Railroad Crossings Existing Conditions** - Consultant shall prepare draft and revised Memo #6.1 summarizing the existing conditions for the roadway and railroad portions of the corridor, including color photographs.

Consultant shall perform an evaluation of the existing conditions of the 11<sup>th</sup> Avenue and Cully Boulevard at-grade crossings within the corridor from both the roadway and railroad perspectives.

- Roadway evaluation must be based on information provided by PBOT and one site visit by members of the Consultant team. Consultant shall review the roadway conditions for automobile, pedestrian and bicycle access and identify the projected traffic volumes in 20 years. For each crossing, Consultant's traffic engineer shall conduct a visual evaluation to assess queue storage, roadway lane configuration, traffic control devices in proximity to the crossing (such as a nearby traffic signal on NE Lombard Street or NE Columbia Boulevard, qualitative sight distance assessment, and visual volume assessment). Local connectivity issues will be identified which include maintaining safe routes to school and transit as well as emergency access routes.
- Railroad evaluation must be based on information collected from Union Pacific, ODOT Rail, Federal Railroad Administration, American Railway Engineering and Maintenance of Way Association and a single site visit as described above in roadway evaluation. Consultant shall contact Union Pacific to determine current operations and planned track upgrades on the Union Pacific Kenton Line. Consultant shall request a corridor-wide inventory from ODOT Rail Safety Division that identifies the existing equipment and crash history for each grade crossing.

Memo 6.1 must include a table ranking the existing conditions of the crossings accompanied by budgetary cost estimate to bring each crossing up to American Association of State Highway and Transportation Officials roadway and American Railway Engineering and Maintenance of Way Association railroad standards for an actively protected grade crossing.

To inform this task, Consultant shall use the following data provided by City, Union Pacific, or ODOT:

- Average Number of Cars per Train

- Average Length of Cars (feet)
- Number of Trains per Day
- Number of Locomotives per Train
- Time periods in which Train Trips are made (e.g. 10% between 12AM-6AM; 50% 6AM-12PM)
- Growth Rate in Freight Train Traffic, (%)
- Average Speed of Trains (mph)
- Type of Grade Crossing
- Average Daily Trips at Grade Crossing
- Time periods in which Average Daily Trips are made (%) (e.g. 10% between 12AM-6AM; 50% 6AM-12PM etc.)
- Percent of Average Daily Trips that are Automobiles, (%)
- Percent of Average Daily Trips that are Trucks, (%)
- Percent of Average Daily Trips that are Buses, (%)
- Pedestrian and Bicycle Counts
- Free-Flow Speed of Highway Vehicles, (mph)
- Delay per Train per Day, (hours)

Consultant shall revise draft Memo #6.1 after Coordination Meeting #1 (task 4.3) based on City and ODOT feedback.

- 4.2 Memo #6.2: At-grade Improvements Concept Designs** - Consultant shall develop up to two concept designs for at-grade improvements at each railroad crossing (NE 11<sup>th</sup> Avenue and NE Cully Boulevard). These improvements shall include roadway, track, bicycle and pedestrian, track signal, retaining walls, stormwater facilities, utilities, environmental impacts, regulatory compliance, constructability, and cost estimates. Consultant shall prepare draft and revised Memo #6.2, a technical memorandum presenting these concept designs and assumptions, as well as a recommendation for a preferred concept design for each location.

Consultant shall revise draft Memo #6.2 after Coordinated Meeting #1 based on City and ODOT feedback.

- 4.3 Coordination Meeting #1** - Consultant shall arrange and facilitate meeting with City and ODOT to discuss draft Memos #6.1 Railroad Crossings Existing Conditions (Task 4.1) and #6.2 At-grade Improvements Concept Designs (Task 4.2). Two members of the Consultant team shall attend Coordination Meeting#1 in person. Coordination Meeting #1 is anticipated to be up to 2 hours in length and to be held at the Sixth and Main Building in Portland.

- 4.4 Memo #6.3: Grade Separation Warrant Analysis** - Consultant shall prepare draft and revised Memo #6.3 summarizing the results of a grade separation warrant analysis for each railroad crossing (NE 11<sup>th</sup> Avenue and NE Cully Boulevard) using data collected in the existing conditions sub-task 4.1. Consultant shall apply the rough screening process

based on train and roadway vehicular volumes from the *Texas Transportation Institute Grade Separations – When Do We Separate* which is referenced in the latest US Department of Transportation – Federal Highway Administration Railroad-Highway Grade Crossing Handbook:

- Traffic and Safety Analysis to include:
  - Current and future traffic volumes (from City)
  - Current and future train frequency and length
  - Identify train queues and roadway blockage frequency
  - Calculate vehicle delays from roadway blockage
  - Identify vehicle/train crashes and calculate future exposure

Consultant shall revise draft Memo #6.3 after Coordination Meeting #2 (task 4.6) based on City and ODOT feedback.

**4.5 C2- (CONTINGENCY TASK - ) This task identifies specific deliverables that the Agency at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task and the identified deliverables if written (email acceptable) NTP is issued by the APM.**

**Memo #6.4: Railroad Grade Separations Concept Designs** – If grade separation is found to be warranted (per Task 4.4), Consultant shall use the Multnomah County or City of Portland LIDAR information and Assessor Parcel Maps to develop a topographical map and approximate right-of-way lines to use in the development of grade separation design concepts at NE 11<sup>th</sup> Avenue and NE Cully Boulevard. Consultant shall prepare one base map for each location.

Consultant shall develop up to two concept designs for grade-separated improvements at each railroad crossing (NE 11<sup>th</sup> Avenue and NE Cully Boulevard), if grade separation is found to be warranted (see Task 4.4). These improvements must include roadway, track, bicycle and pedestrian, track signal, retaining walls, stormwater facilities, utilities, environmental impacts, regulatory compliance, constructability, and cost estimates. The deliverable for each concept shall be a roll plot (horizontal and vertical alignment including InRoads modeling) for each of the concepts including roadway, railroad, and bridge geometrics so that appropriate cost estimates can be developed.

Consultant shall prepare draft Memo #C1 (6.4) Grade Separations Concept Design, presenting concept designs and assumptions, as well as a recommendation for a preferred concept design for each location.

Consultant shall revise draft Memo #C1 (6.4) after Coordination Meeting #2 based on City and ODOT feedback.

**4.6 Coordination Meeting #2** - Consultant shall arrange and facilitate meeting with City and ODOT to discuss draft Memos #6.3 and # C1 (6.4) (if prepared). Two members of the Consultant team shall attend Coordination Meeting #2 in person. Coordination Meeting #2 is anticipated to be up to two hours in length and to be held at the Sixth and Main Building in Portland.

**4.7 Memo #6: Railroad Crossings Study** - Consultant shall prepare draft and final Memo #6 summarizing the results of Memos 6.1 to 6.4 and recommending near-term and long-term projects to address identified needs at the two railroad crossings. Memos 6.1 to 6.3 (or 6.4 if Contingency Task C1 is conducted) must be included as technical appendices.

PMT shall review and comment prior to distribution; Consultant shall make corrections. Consultant shall revise draft Memo #6 based on coordinated PMT, TAC, and SAC comments and as directed by PMT.

**4.8 TAC Meeting #3** - City shall arrange and facilitate and Consultant shall present at TAC Meeting #3. The purpose of TAC Meeting #3 is to obtain feedback on draft Memo #6. Consultant shall prepare presentation materials and a meeting summary. Three members of the Consultant team shall attend TAC Meeting #3 in person. TAC Meeting #3 is anticipated to be up to two hours in length and to be held at the Sixth and Main Building in Portland.

**4.9 SAC Meeting #3** - City shall arrange and Consultant shall present and facilitate at SAC Meeting #3. The purpose of SAC Meeting #3 is to obtain feedback on draft Memo #6. Consultant shall prepare presentation materials, facilitate the meeting, and produce a meeting summary. Four members of the Consultant team shall attend SAC Meeting #3 in person. SAC Meeting #3 is anticipated to be up to two hours in length and to be held at the Sixth and Main Building in Portland.

#### **City Deliverables**

- 4a Comment on Memo #6 and accompanying Memos 6.1 through 6.4 (Task 4.1, 4.2, 4.4, 4.5, and 4.7)
- 4b Coordination Meeting #1 (Task 4.3)
- 4c Coordination Meeting #2 (Task 4.6)
- 4d TAC Meeting #3 (Task 4.8)
- 4e SAC Meeting #3 (Task 4.9)

#### **Consultant Deliverables**

- 4A Draft and Final Memo #6.1: Railroad Crossings Existing Conditions (Task 4.1)
- 4B Draft and Final Memo #6.2: At-grade Improvements Concept Designs (Task 4.2)
- 4C Coordination Meeting #1 (Task 4.3)
- 4D Draft and Final Memo #6.3: Grade Separation Warrant Analysis (Task 4.4)
- 4E Coordination Meeting #2 (Task 4.6)
- 4F Draft and Final Memo #6: Railroad Crossings Study (Task 4.7)

4G TAC Meeting #3 (Task 4.8)

4H SAC Meeting #3 (Task 4.9)

CONTINGENCY DELIVERABLE C2: Memo #6.4: Railroad Grade Separation Concept Designs (Task 4.5)

## Task 5: Project Development and Refinement

### Objectives

- Develop and evaluate alternative mobility corridor design concepts for Columbia Boulevard and US 30 Bypass, and recommend preferred design concepts.
- Develop and evaluate alternative design concepts for selected major capital projects (as identified in Task 3.2) to assess feasibility and costs/benefits, and recommend preferred design concepts.

### Subtasks

**5.1 Memo #7: Alternatives Development and Evaluation** - Consultant shall prepare draft and final Memo #7 with alternative mobility corridor design concepts (allocation of space among modes within roadway or parallel routes) for Columbia Boulevard and US 30 Bypass. The concepts must be developed based on needs identified in Memo # 3, and projects and programs identified in past plans and studies compiled in Memo # 2. Concepts must be developed for:

- Five projects identified from past City of Portland or Metro work. Concepts must be developed to a planning level suitable to show footprint, feasibility, and to develop planning level cost estimates.
- Columbia Boulevard – For each of two segments Consultant shall prepare up to two segment plan views plus up to three typical cross-sections per segment.
- US 30 Bypass/Lombard Street – For each of two segments Consultant shall prepare up to two segment plan views plus up to 3 typical cross-sections per segment.
- North/South Connections – For each of two different north/south connections Consultant shall prepare two plan view plus one example cross-section per segment.
- Active transportation solutions for the segment of N. Lombard between N Interstate and N Woolsey Avenues – Consultant shall prepare one plan view of the segment plus three example cross-sections.

Memo #7 must document the proposed concepts and the alternatives analysis applying the project evaluation criteria (Memo # 5).

PMT shall review and comment prior to distribution to SAC and TAC; Consultant shall make corrections. Consultant shall receive one set of coordinated TAC, SAC, and Steering Committee comments and revise as directed by PMT in draft Memo #7.

**5.2 Memo #8: Recommended Concepts, Cross-sections and Project List-** Consultant shall prepare draft Memo #8, Recommended Cross-sections and Project List, documenting the preferred refined concepts and projects. Consultant shall break out the project concepts developed in Memo #7 to near, mid and long-term individual project recommendations. Consultant shall develop a full Project List to address identified needs, prioritized based on the criteria developed in Memo #5, to move forward into the Investment and Implementation Strategy (Task 6). Memo #8 must be a refinement of Memo #7 plus the Project List.

PMT shall review and comment prior to distribution; Consultant shall make corrections. Consultant shall revise draft Memo #7 based on coordinated TAC, SAC, and Steering Committee comments as directed by PMT.

**5.3 TAC Meeting #4** - City shall arrange and facilitate and Consultant shall present at TAC Meeting #4. The purpose of TAC Meeting #4 is to obtain feedback on draft Memo #7 and Memo #8. Consultant shall prepare presentation materials and meeting summary. Four members of the Consultant team shall attend TAC Meeting #4. TAC Meeting #4 is anticipated be up to two hours in length and to be held at the Sixth and Main Building in Portland.

**5.4 SAC Meeting #4** - City shall arrange and Consultant shall present and facilitate at SAC Meeting #4. The purpose of SAC Meeting #4 is to obtain feedback on draft Memos #7 and #8. Consultant shall prepare presentation materials, facilitate the meeting, and produce a meeting summary. Four members of the Consultant team shall attend SAC Meeting #4. SAC Meeting #4 is anticipated to be up to two hours in length and to be held at the Sixth and Main Building in Portland.

**5.5 Steering Committee Meeting #1** - City shall arrange a Steering Committee meeting with PBOT and ODOT Region 1 management to review project deliverables to date and get feedback. City shall prepare a summary of feedback and transmit to Consultant. Consultant shall not attend Steering Committee Meeting #1.

**C3: (CONTINGENCY TASK – )** *This task identifies specific deliverables that the Agency at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task and the identified deliverables if written (email acceptable) NTP is issued by the APM.*

**Operations Analysis Memo** - As an outcome of Task 5.1 ODOT may identify the need to develop future conditions, traffic volumes and conduct an a.m. and p.m. peak hour traffic operations analysis on five intersection concepts on US30By using SYNCHRO software. Consultant shall document results in draft and final Operations Analysis Memo.

**C4: (CONTINGENCY TASK – )** *This task identifies specific deliverables that the Agency at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task and the identified deliverables if written (email acceptable) NTP is issued by the APM.*

**Additional Plan View Layouts**– As an outcome of Tasks 5.1 and 5.2, ODOT may identify the need to develop one optional plan view at up to 3 locations on US30By to inform scoping of future paving or other projects related to active transportation. Plan view concepts must identify right-of-way, on-street parking, and access impacts; areas where a constrained cross section design is needed; how the concept will connect with north/south routes; and how the concept will be applied at the intersection. Consultant shall develop draft and final plan view concept layouts for preferred cross sections identified by ODOT.

### **City Deliverables**

- 5a Comments on Memo #7 (task 5.1)
- 5b Comments on Memo #8 (task 5.2)
- 5d TAC Meeting #4 (task 5.3)
- 5e SAC Meeting #4 (task 5.4)
- 5f Steering Committee Meeting #1 (task 5.5)

### **Consultant Deliverables**

- 5A Draft and Final Memo #7: Alternatives Development and Evaluation (task 5.1)
  - 5B Draft Memo #8: Recommended Concepts, Cross-sections and Project List (task 5.2)
  - 5C TAC Meeting #4 (task 5.3)
  - 5D SAC Meeting #4 (task 5.4)
- CONTINGENCY DELIVERABLE C3: Operations Analysis Memo  
CONTINGENCY DELIVERABLE C5: Additional Plan View Layouts

## **Task 6: Investment and Implementation Strategy**

### **Objectives**

- Develop and apply prioritization criteria to identified projects
- Create a tiered list of priority projects with implementation strategies and timeframes

### **Subtasks**

**6.1 Memo #9: Investment and Implementation Strategy** - Consultant shall develop draft and final Memo #9, recommending an investment strategy to address Project Objectives and meet identified needs. Prior to conducting analysis, Consultant shall develop draft Prioritization Criteria for approval by PMT. Consultant shall apply the Prioritization Criteria to the list of projects in Memo #8 to develop recommended priority tiers and timeframes for implementation. Memo #9 must include the Prioritization Criteria, the results of the project prioritization, discussions of potential City, regional, state, and federal funding sources and assessments of financially constrained funding scenarios, potential agency and City bureau partnerships, leverage opportunities, needs for further study, and action items. Consultant shall conduct 5 one-hour in-person interviews with partner agencies to develop the investment and leveraging information. The City shall provide input to Memo #8 with recommended updates to the 2016 Transportation System Plan project list and street classifications, if needed, based on the results of the prioritized project list.

PMT shall review and comment prior to distribution; Consultant shall make corrections. Consultant shall provide one revised draft Memo #9 based on coordinated TAC, SAC, and Stormwater Charrette #2 comments and as directed by PMT.

- 6.2 TAC Meeting #5** - City shall arrange and facilitate and Consultant shall present at TAC Meeting #5. The purpose of TAC Meeting #5 is to obtain feedback on draft Memo #9. Consultant shall prepare presentation materials and a meeting summary. Two members of the Consultant team shall attend TAC meeting #5. TAC Meeting #5 is anticipated to be up to two hours in length and to be held at the Sixth and Main Building in Portland.
- 6.3 SAC Meeting #5** - City shall arrange and Consultant shall present and facilitate at SAC Meeting #5. The purpose of SAC Meeting #5 is to obtain feedback on draft Memo #9. Consultant shall prepare presentation materials, facilitate the meeting, and produce a meeting summary. Three members of the Consultant team shall attend SAC Meeting #5. The meeting is anticipated to be up to two hours in length and to be held at the Sixth and Main Building in Portland.

#### **City Deliverables**

- 6a Comments on Memo #9 (task 6.1)
- 6b TAC Meeting #5 (task 6.2)
- 6c SAC Meeting #5 (task 6.3)

#### **Consultant Deliverables**

- 6A Draft Memo #9: Investment and Implementation Strategy (task 6.1)
- 6B Final Memo #9: Investment and Implementation Strategy (task 6.1)
- 6C TAC Meeting #5 (task 6.2)
- 6D SAC Meeting #5 (task 6.3)

### **Task 7: Recommended Columbia/Lombard Mobility Corridor Plan**

#### **Objectives**

- Develop a recommended corridor plan that is adoption-ready for Portland City Council and that is acceptable to ODOT

#### **Subtasks**

- 7.1 Recommended Columbia/Lombard Mobility Corridor Plan** – Consultant shall prepare draft and final Recommended Columbia/Lombard Mobility Corridor Plan by preparing an executive summary and consolidating the previous Project Memos into the final Plan. The Corridor plan must focus on the recommendations for the corridor, including the prioritized project list and preferred concepts. Summaries of public outreach findings, planning process, and overall needs inventory must be included in the appendices. Consultant shall submit the final Columbia/Lombard Corridor Plan in an editable format for the City to assemble into a plan suitable for City adoption.

Consultant shall provide draft Recommended Columbia/Lombard Mobility Plan no later than two weeks before TAC Meeting #6 and SAC Meeting #6. PMT shall review and comment prior to distribution; Consultant shall make corrections and provide to City for distribution to TAC and SAC.

Consultant shall prepare one revised Recommended Columbia/Lombard Mobility Corridor Plan within one week of receipt of coordinated comments, PMT, TAC, SAC, and Steering Committee comments, and as directed by PMT.

Consultant shall submit the final Recommended Columbia/Lombard Mobility Corridor Plan to City and APM as follows:

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

Outside of the Project scope, City will make any additional edits to the Recommended Columbia/Lombard Mobility Corridor Plan based on subsequent comments from the public hearing process and from the Planning and Sustainability Commission and City Council.

**7.2 TAC Meeting #6** - City shall arrange and facilitate and Consultant shall present at TAC Meeting #6. The purpose of TAC Meeting #6 is to obtain feedback on draft Recommended Columbia/Lombard Mobility Corridor Plan. Consultant shall prepare presentation materials and a meeting summary. Three members of Consultant team shall attend TAC Meeting #6. TAC Meeting #6 is anticipated to be up to two hours in length and to be held at the Sixth and Main Building in Portland.

**7.3 SAC Meeting #6** - City shall arrange and Consultant shall present and facilitate at SAC Meeting #6. The purpose of SAC Meeting #6 is to obtain feedback on draft Recommended Columbia/Lombard Mobility Corridor Plan. Consultant shall prepare presentation materials, facilitate the meeting, and produce a meeting summary. Four members of Consultant team shall attend SAC Meeting #6. SAC Meeting #6 is anticipated to be up to two hours in length and to be held at the Sixth and Main Building in Portland.

**7.4 Steering Committee Meeting #2** – City shall arrange and facilitate a Steering Committee meeting with PBOT and ODOT Region 1 management to obtain feedback on the draft Recommended Columbia/Lombard Mobility Corridor Plan. City shall summarize feedback and submit to Consultant. Consultant shall not attend Steering Committee Meeting #2.

**7.5 Title VI Report** – City shall prepare and submit to APM a report to document outreach efforts to low-income, minority, and other local disadvantaged populations, in accordance with the requirements of Title VI.

**City Deliverables**

- 7a Comment on draft Recommended Columbia/Lombard Mobility Corridor Plan (task 7.1)
- 7b TAC Meeting #6 (task 7.2)
- 7c SAC Meeting #6 (task 7.3)
- 7d Steering Committee Meeting #2 (task 7.4)
- 7e Title VI Report (task 7.5)

**Consultant Deliverables**

- 7A Draft Recommended Columbia/Lombard Mobility Corridor Plan (task 7.1)
- 7B Final Recommended Columbia/Lombard Mobility Corridor Plan (task 7.1)
- 7C TAC Meeting #6 (task 7.2)
- 7D SAC Meeting #6 (task 7.3)

**Delivery Schedule**

Task	Dates
1	July 2018 – Dec 2019
2	Jul – Sep 2018
3	Oct 2018 – Feb 2019
4	March – Jun 2019
5	March – Jun 2019
6	Jul – Oct 2019
7	Nov – Dec 2019

**Consultant Amount per Deliverable Table**

Deliverable	Description	Amount per Deliverable	Funding Source
<b>Non-Contingency Tasks</b>			
<b>Task 1</b>	<b>Project Management, Agency and Public Involvement</b>	<b>\$ 85,290</b>	
1A	PMT Check-ins (up to 24 @ \$1,500 per call) (Task 1.1)	\$36,000	TGM/City
1B	Input on Project Timeline Updates (up to 9 @ \$360 per update) (Task 1.2)	\$3,240	TGM/City
1C	Draft Memo #1: Public and Stakeholder Outreach Plan (task 1.3)	\$4,400	TGM/City
1D	Final Memo #1: Public and Stakeholder Outreach Plan (task 1.3)	\$1,200	TGM/City

<b>Deliverable</b>	<b>Description</b>	<b>Amount per Deliverable</b>	<b>Funding Source</b>
1E	3 Draft and Final, Fact Sheets (task 1.4)	\$7,550	TGM/City
1F	Public Involvement Activities (4 to 5 @ \$6,580) (task 1.5)	\$32,900	TGM/City
<b>Task 2</b>	<b>Existing Conditions Inventory</b>	<b>\$ 10,650</b>	
2A	Data Request Memo (Task 2.1)	\$6,000	TGM/City
2B	Comments on Memo #2 (Task 2.2)	\$2,450	TGM/City
2C	TAC Meeting #1 (Task 2.3)	\$1,100	TGM/City
2D	SAC Meeting #1 (Task 2.4)	\$1,100	TGM/City
<b>Task 3</b>	<b>Needs Analysis</b>	<b>\$ 113,200</b>	
3A	Draft Memo #3: Safety Analysis (Task 3.1)	\$18,550	TGM/City
3B	Final Memo #3: Safety Analysis (Task 3.1)	\$3,250	TGM/City
3C	Draft Memo #4: Mobility and Access Needs Analysis (Task 3.2)	\$35,050	TGM/City
3D	Final Memo #4: Mobility and Access Needs Analysis (Task 3.2)	\$8,450	TGM/City
3E	Draft and Final Memo #4.1: ODOT Traffic and Crossing Analysis (Task 3.3)	\$13,350	ATNI
3F	Draft and Final Memo #5 Project Evaluation Criteria (Task 3.4)	\$12,350	TGM/City
3G	Needs Evaluation Workshop (Task 3.5)	\$14,500	TGM/City
3H	TAC Meeting #2 (task 3.6)	\$3,550	TGM/City
3I	SAC Meeting #2 (task 3.7)	\$4,150	TGM/City
<b>Task 4</b>	<b>Railroad Crossing Study</b>	<b>\$ 54,150</b>	
4A	Draft and Final Memo #6.1: Railroad Crossings Existing Conditions (Task 4.1)	\$15,100	Rail
4B	Draft and Final Memo #6.2: At-grade Improvements Concept Designs (Task 4.2)	\$17,350	Rail
4C	Coordination Meeting #1 (Task 4.3)	\$1,500	Rail
4D	Draft and Final Memo #6.3: Grade Separation Warrant Analysis (Task 4.4)	\$6,100	Rail
4E	Coordination Meeting #2 (Task 4.6)	\$1,500	Rail
4F	Draft and Final Memo #6: Railroad Crossings Study (Task 4.7)	\$5,850	Rail
4G	TAC Meeting #3 (Task 4.8)	\$2,750	Rail
4H	SAC Meeting #3 (Task 4.9)	\$4,000	Rail

<b>Deliverable</b>	<b>Description</b>	<b>Amount per Deliverable</b>	<b>Funding Source</b>
<b>Task 5</b>	<b>Project Development and Refinement</b>	<b>\$72,600</b>	
5A	Draft and Final Memo #7: Alternatives Development and Evaluation (task 5.1)	\$30,800	TGM/City
5B	Draft Memo #8: Recommended Concepts, Cross-Sections and Project List (task 5.5)	\$32,900	TGM/City
5C	TAC Meeting #4 (task 5.3)	\$4,850	TGM/City
5D	SAC Meeting #4 (task 5.4)	\$4,050	TGM/City
<b>Task 6</b>	<b>Investment and Implementation Strategy</b>	<b>\$23,400</b>	
6A	Draft Memo #9: Investment and Implementation Strategy (task 6.1)	\$15,100	TGM/City
6B	Final Memo #9: Investment and Implementation Strategy (task 6.1)	\$3,500	TGM/City
6C	TAC Meeting #5 (task 6.2)	\$1,600	TGM/City
6D	SAC Meeting #5 (task 6.3)	\$3,200	TGM/City
<b>Task 7</b>	<b>Recommended Columbia/Lombard Mobility Corridor Plan</b>	<b>\$32,950</b>	
7A	Draft Recommended Columbia/Lombard Mobility Corridor Plan (task 7.1)	\$20,800	TGM/City
7B	Final Recommended Columbia/Lombard Mobility Corridor Plan (task 7.1)	\$6,600	TGM/City
7C	TAC Meeting #6 (task 7.2)	\$2,350	TGM/City
7D	SAC Meeting #6 (task 7.3)	\$3,200	TGM/City
	<b>Total</b>	<b>\$392,240</b>	
<b>Contingency Tasks</b>			
C1	Draft and Final Additional ODOT Crossing Studies (task 3)	\$8,240	ATNI
C2	Memo #5.4: Railroad Grade Separation Concept Designs (task 4.5)	\$24,200	Rail + City
C3	Operations Analysis Memo (task 5)	\$11,050	TGM
C4	Additional Plan Layouts (task 5)	\$9,130	ATNI
	<b>Total</b>	<b>\$52,620</b>	
<b>Grand Total</b>		<b>\$ 444,860</b>	

**Summary Consultant Budget by ODOT Source Funds Table**

	Non-Contingency	Contingency	<b>Total</b>
TGM grant	\$ 233,090	\$ 11,050	\$ 244,140
City (cash)	\$ 91,650	\$ 18,350	\$ 110,000
Rail	\$ 54,150	\$ 5,850	\$ 60,000
ATNI	\$ 13,350	\$ 17,370	\$ 30,720
<b>Total</b>	\$ 392,240	\$ 52,600	<b>\$ 444,860</b>

**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.

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**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"><li>1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;</li><li>2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a</li></ul> | <p>criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;</p> |
|--|--|

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

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

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

**EXCEPTIONS:**

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

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

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

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

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

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

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

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

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

- Appendix B of 49 CFR Part 29 -

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

##### Instructions for Certification

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

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

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

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

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

**IV. EMPLOYMENT**

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, 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. In particular, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights

act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
  - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
  - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

#### VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by

and take all necessary and reasonable steps to comply with the following statement:

## DBE POLICY STATEMENT

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

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

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

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

**Records and Reports.** Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action

steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

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

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

## CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL   0   %

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

## VII. LOBBYING

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

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

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

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

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

**Clean Air, Clean Water, EPA Regulations.**

If this Agreement, including amendments, exceeds \$150,000 then Grantee shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

**4. Other Environmental Standards.**

Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

**5. Energy Efficiency.** Grantee shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

**Uniform Guidance and Administrative Requirements.**

2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding Agency in 2 CFR Subtitle B, including but not limited to the following:

**a. Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in

2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds. Such requirements include, without limitation, that material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the Project continues to be supported by Grant Funds. Ownership of equipment acquired with Grant Funds shall be vested with the Grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the Grantee. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly notify Agency. In such event, Agency may direct the Grantee to transfer, return, keep, or otherwise dispose of the equipment.

- b. Procurement Standards.** When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting

Code, ORS chapters 279A, 279B and 279C; or for *federally funded* projects 2 CFR §§ 200.318 b through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

- c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

- 9. Federal Whistleblower Protection.** Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

EXHIBIT D
ELIGIBLE PARTICIPATING COST
DESCRIPTION
<b>PERSONNEL SERVICES</b>
<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.
<b>SERVICES AND SUPPLIES</b>
<b>In-State Travel - Per Rates Identified in State Travel Handbook</b>
<i>Meals &amp; Misc.</i> - Payment for meals incurred while traveling within the State of Oregon.
<i>Lodging &amp; 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.
<b>Office Expense</b>
<i>Direct Project Expenses Including:</i>
<i>Photo, Video &amp; Microfilm Supplies</i> - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.
<i>Printing, Reproduction &amp; Duplication</i> - Expenditures for services to copy, print, reproduce and/or duplicate documents.
<i>Postage</i> - Payment for direct project postage.
<i>Freight &amp; Express Mail</i> - Payment for direct project freight services on outgoing shipments.
<b>Telecommunications</b>
<i>Phone Toll Charges (long-distance)</i> - Payment for telephone long distance charges.
<b>Publicity &amp; Publication</b>
<i>Publish &amp; 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)
<b>Equipment \$250 - \$4,999</b>
<b>NOT ELIGIBLE</b>
<b>Employee Training, Excluding Travel</b>
<b>NOT ELIGIBLE</b>
<b>Training In-State Travel</b>
<b>NOT ELIGIBLE</b>
<b>CAPITOL OUTLAY</b>
<b>NOT ELIGIBLE</b>

**EXHIBIT E**

Information Required by 2 CFR 200331(a) (1)

1. Federal Award Identification: 0000(264)
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(264)
5. Federal Award Date: July 17, 2017
6. Period of Performance Start and End Date: From July 2018 to May 2020
7. Total Amount of Federal Funds Obligated by this Agreement: \$334,860

- A. Total Amount of Federal Award: \$334,860  
Federal award project description: 2017-19 Transportation and Growth Management

Program

Name of Federal awarding agency: FHWA  
Contact information for awarding official: Linda Swan  
Indirect cost rate: 76.07%  
i.a. CFDA Number and Name: 20.205 - Highway Planning and Construction  
i.b. Amount: \$334,860  
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: \$334,860
9. Is Award R&D?     Yes     No