

**INTERGOVERNMENTAL AGREEMENT**  
City of Portland, Bicycle Master Plan Update: Phase II

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

**RECITALS**

1. The Transportation and Growth Management (“TGM”) Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.

2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.

3. This TGM Grant (as defined below) is financed with federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (“SAFETEA-LU”) funds. Local funds are used as match for SAFETEA-LU funds.

4. By authority granted in ORS 190.110 and 283.110, 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 Matching Amount” means the amount of matching funds which City is required to expend to fund the Project.

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

C. "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.

D. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by City during the term of this Agreement.

E. "Grant Amount" or "City's Amount" means the total amount of financial assistance disbursed under this Agreement to City.

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

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

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

I. "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.J below.

## **SECTION 2. TERMS OF AGREEMENT**

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on June 30, 2009 ("Termination Date").

B. Grant Amount. The Grant Amount shall not exceed \$75,000.

C. City's Matching Amount. The City's Matching Amount is \$10,335 or 12.11% of the Total Project Costs.

## **SECTION 3. DISBURSEMENTS**

A. Subject to submission by City of such documentation of costs and progress on the Project (including deliverables) as are satisfactory to ODOT, ODOT shall

reimburse City only for Direct Project Costs that are Federally Eligible Costs that City incurs after the execution of this Agreement up to the City's Amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

B. City shall present reimbursement requests,<sup>[c111]</sup> progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall submit reimbursement requests for 100% of City's Federally Eligible Costs, and shall be reimbursed at 87.89% up to the City's Amount<sup>[c112]</sup>.

C. ODOT shall make interim payments to City for deliverables identified as being City's responsibility in the approved statement of work set out in Exhibit A within 45 days of satisfactory completion (as determined by ODOT's Contract Administrator) of such deliverables.

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

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

F. ODOT shall limit reimbursement of travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

#### **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.

#### **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

B. City shall, in a good and workmanlike manner, perform the work, and provide the deliverables, described in Exhibit A.

C. City shall perform such work identified in Exhibit A 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 as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption

under ORS 656.126(2). City shall require and ensure that each of its subcontractors complies with these requirements.

E. City shall be responsible, to the extent permitted by the Oregon Tort Claims Act, ORS 30.260-30.300, only for the acts, omissions or negligence of its own officers, employees or agents.

F. 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.

G. 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.

H. 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 and Section 504 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.

I. 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 three (3) 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.

J. (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 federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), 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".

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

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

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

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

## **SECTION 6. ODOT'S REPRESENTATIONS AND COVENANTS**

- A. ODOT certifies that, at the time this Agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.
- B. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement including the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.

## **SECTION 7. 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 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.

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, or B 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 8. 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 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(I), 5(K), 5(L) and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (and/or any other agency or department of the State of Oregon) and City that arise from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. City, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

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.

On June 18, 2003, the Oregon Transportation Commission ("Commission") approved Delegation Order No. 2, which authorizes the Director of ODOT to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program ("STIP") or a line item in the biennial budget approved by the Commission

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways; Deputy Director, Central Services and the Chief of Staff, to approve and sign agreements over \$75,000 when the work is related to a project included I the Statewide Transportation Improvement Program or in other system plans approved by the Oregon Transportation Commission such as the Oregon Traffic Safety Performance Plan, or in a line item in the biennial budget approved by the Director. The Director may also delegate to other Administrators the authority to execute intergovernmental agreements over \$75,000 for specific programs such as transportation safety, growth management and public transit.

**City**

*City of Portland*

By: \_\_\_\_\_  
(Official's Signature)

\_\_\_\_\_  
(Printed Name and Title of Official)

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

**Contact Names:**

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**ODOT**

STATE OF OREGON, by and through  
its Department of Transportation

By: \_\_\_\_\_  
Jerri Bohard, Division Administrator  
Transportation Development Division

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

## **EXHIBIT A**

### **City of Portland Bicycle Master Plan Update: Phase II**

#### **Background**

The update of the 1996 Bicycle Master Plan addresses the Bicycle Modal Plan of Portland's Transportation System Plan, the classifications of City Bikeways and Off-Street Paths, and the policies, codes, and design guidelines and standards, and programs that apply to the function and operation of those streets. The overall goal is to build upon Portland's successes in bicycling transportation and create a truly world-class bicycling city.

Portland's Bicycle Master Plan has been repeatedly recognized as a national model and has had elements reproduced by numerous jurisdictions throughout the United States. Since its adoption, Portland has successfully implemented many elements of its Bicycle Plan, and more than doubled the linear mileage of the City's bike network (now 277 miles), and more than doubled the bicycle commute mode split (now between 3.5 and 4%).

Recognizing that a bikeway network in and of itself is not sufficient to create a world-class bicycling city, Portland has created robust programs to address other elements identified in the 1996 master plan. The City now has strong encouragement and promotion programs that follow an individualized marketing strategy, which have further shift the mode split from autos to bikes. The City also has a model multi-partner Safe Routes to School program, and a comprehensive program to address roadway safety called the Community, Schools and Traffic Safety Partnership.

Efforts of the past decade plus have provided the City with a detailed understanding of what is needed to take Portland to the next level in regard to bicycle transportation. For, despite demonstrated success and a well-earned national reputation as a bicycle-friendly city, it is recognized that a large proportion of potential bicyclists are not yet inspired to use a bicycle as a regular means of transportation. This update of the Bicycle Master Plan will be oriented to focus on those citizens.

This update will provide Portland with the tools required to:

- build the facilities needed to attract the large proportion of Portland's residents for whom bicycling is not yet a part of their daily lives, and
- expand the successful programs that alert Portlanders to the ease of bicycling and the many advantages it offers for urban travel.

The objectives of this project will be to update Portland's Bicycle Master Plan in a manner that reflects the wealth of knowledge we've developed over the past decade and that directs Portland

toward achieving status as a world class bicycling city. With its adoption by City Council (planned for June 2008???) the updated Bicycle Master Plan will either enact or endorse:

- Identification of policy conflicts and suggested resolutions
- Amended policies related to bicycling
- New roadway classifications related to bicycling
- Identify in a qualitative and quantitative manner deficiencies in the bikeway system
- Develop designs and treatments appropriate to our target audience
- Adoption of guidelines and/or standards for bikeway designs
- Recommendations for addressing deficiencies in existing encouragement and promotion programs
- Recommendations for addressing deficiencies in existing safety, education, and enforcement programs
- New benchmarks by which we may measure our progress
- Development of an implementation plan, and
- Development of a funding plan

The TGM-funded work on the Bicycle Master Plan update is a subset of Phase 2 of the plan update, which is described below.

#### Phased Approach

The update to Portland's Bicycle Master Plan is predicated on City staff's understanding of Portlander's relationship to bicycling as a means of transportation. Based on staff experience, as well as on polling data and survey work, it is understood that Portlanders can be assigned to one of several general groupings based on their relationship to bicycling as a means of transportation. There are the "Strong and the Fearless" cyclists—those who will ride regardless of conditions on the roadway and regardless of what facilities are provided; the "Confident and Enthused" cyclists, who are comfortable in a low-volume shared lane environment and also on bicycle lanes on higher volume roadways. These first two groups represent the bulk of Portlanders who now regularly ride for transportation. The potential for continuing and significant growth in bicycle ridership in Portland lies with a third group: the "Interested but Concerned." Members of this group are curious about bicycling and many enjoy riding a bicycle. However, they are afraid to ride, and, as a result, very few of these people regularly ride bicycles. But, they would ride if they felt safer on the roadways—if cars were slower and less frequent, and if there were more quiet streets with few cars and paths without any cars at all. The City's approach to updating the Bicycle Master Plan is predicated on a desire to better serve this "interested but concerned" demographic.

Following is the City's approach to doing so and is broken down into two phases. The first phase (Phase I) of this update will produce an "Existing Conditions" report and will establish a Steering Committee, a Technical Advisory Committee, and an internal project team within (Portland Department of Transportation) PDOT. These three groups will help direct the project through to completion. Phase II of the update will build upon the work from Phase I. The following describes the elements to be addressed in the Existing Conditions report. Phase I

serves the purposes of a Needs Analysis, provides much of the needed Data Analysis required to advance recommended designs, and describes the Policy Framework within which the recommendations that will arise from Phase II must operate.

### **Phase 1 Tasks**

Bicycle Use. The City is charting trends in bicycle use throughout Portland using several different sources, including:

- 15 years of bicycle count data
- 15 years of commuting survey data—both city-wide and by neighborhood from the City Auditor’s Office
- Ten years of US Census data, including that from the American Community Survey, and
- Data from our random surveys associated with our Travel Smart encouragement programs.

City shall use similar data to discuss the characteristics of existing cyclists in different parts of the city. As part of this assessment we will present what we know about the concerns of different types of users.

Progress in Reaching Bicycle Master Plan Benchmarks. The 1996 Bicycle Master Plan developed benchmark measurements. The City has an existing report—to be incorporated into the Existing Conditions Report—that describes all we know about our success in reaching each of the benchmarks. City staff have noted that some of the benchmarks do not lend themselves to the desired level of quantification based upon available resources. As a result, one of the tasks of the Master Plan update is to either create new, more reliably measured benchmarks, or to present a more robust funded program for better quantifying the previously established benchmarks.

Goals, Policies & Objectives. In addition to describing the city’s goals, policies and objectives directly related to bicycling, this chapter will point out Portland’s and the region’s existing policies (and designs) that may preclude those treatments employed around the world that create bicycle-friendly cities. This will include policies related to:

- Diversion of automotive traffic
- Automotive Level-Of-Service policies
- Traffic Calming
- On-Street Parking, and
- Traffic design.

This will lay the groundwork for a consideration of how Portland’s and the region’s policies may need to be reformed in order to expand the use of bicycling to the majority of Portland’s population.

Encouragement. This section will describe the numerous encouragement programs that run year-round in Portland. These include government run and sponsored programs, as well as many run by private and non-profit organizations and by volunteers. While “Build it and they will come” has been an effective strategy for Portland, equally effective has been Portland’s more recent

programs that can be described as “Tell people about it and they will ride.” Describing the existing conditions here will provide a framework upon which we can expand these programs and understand deficiencies in the current programs.

#### Safety, Education & Enforcement.

This section will define what is known about bicycle crashes in Portland. It will classify bicycle crashes at high crash locations and along representative high crash corridors, which will enable the City to draw conclusions and better address the types of crashes that occur in Portland, especially if the proportion of crashes differs significantly from national crash data.

This section will also describe in detail, and identify deficiencies in existing safety programs, including Safe Routes to School, and the efforts of our Community, Schools, and Traffic Safety Programs, which incorporate aspects of education and enforcement.

#### Bikeway Network.

Defining Portland’s “Cycling Zones” will be a major focus in describing Portland’s existing bikeway network. Portland generally considers transportation along seven well established political divisions: N, NE, SE, Outer East, NW, SW and the Central City. However, these zones do not necessarily correspond to an individual’s experience when cycling in these areas. This section will qualitatively and quantitatively describe the suitability of cycling within each zone

#### End of Trip Facilities.

Assessing the nature of Portland’s many end-of-trip facilities and the various programs city wide that provide bicycle parking, showers, and changing rooms.

#### Bicycles & Transit.

Describing the history of bicycles and transit in Portland and the status of current programs, operations and deficiencies in the system.

### **Phase 2 Tasks**

Following is an outline of the Tasks to be completed in Phase 2, the phase for which the TGM grant will be employed (for Tasks 1, 2 and 5 only).

### **Bicycle Master Plan Update Phase II**

#### **Overall Scope of Work Outline**

**Purpose:** This outline provides an expectation of the types of tasks and results to be achieved in Phase II of the update to Portland’s Bicycle Master Plan. Appropriate tasks include requirements to identify best practices and, if necessary, develop and adapt them to conditions in Portland.

The major elements to be addressed in this second phase of the update include:

1. Develop Updated Classifications for Portland’s Bikeway Network
2. Modify and Develop Bikeway Facility Guidelines and Standards
3. Develop Plans to Address Identified Deficiencies on Existing Bikeways & Develop Conceptual Plans for all new Bikeways

4. Create a Bicycle Parking Plan
5. Reform, Renew and Create Policies and Practices Related to Bicycling
6. Focus on Enhanced Transit-Bicycle Integration
7. Enhance Existing Promotion and Encouragement Programs
8. Create and Implement an Outreach and Public Involvement Plan
9. Develop Funding Plans
10. Review and Create New Benchmarks and a Strategy to Measure Them
11. Develop Implementation Plans

This outline serves as the primary tool to organize a fully fleshed-out scope of work that will include staffing, resources, budget, and, where appropriate, contractor expectations.

### **Task 1: Develop Updated Classifications for Portland's Bikeway Network and Guidelines for Their Development**

#### **Purpose**

- Identify best practices from around the country and world for identifying routes and appropriate facility types
  - Identify gaps and underserved areas in the existing City bicycle network.
  - Compile a list of planned or proposed bicycle facilities from existing information sources, including facility and area plans, and bicycle outreach events.
  - Develop new bicycle facility classifications, and preliminary design considerations and criteria, to provide more bicycle connections throughout the City, particularly in areas that are underserved (i.e. through industrial areas and parks).
- 1) Identify best practices from around the country and world
  - 2) City shall compile and review facility and specific area plans to help identify new bicycle classifications
  - 3) Identify gaps in connections between sections of the city, across built (i.e., state highways and major city traffic streets) and/or topographical barriers, to specific destinations
  - 4) Incorporate all information from previous and ongoing city work efforts to identify bikeway connections
  - 5) Conduct field Work to Assess Feasibility of Potential Bikeways
  - 6) Develop an updated classification/bikeway system to direct the types of improvements to be made along different types of facilities
  - 7) Provide a new classification of city streets for development as City Bikeways by:
  - 8) Develop recreational bicycle riding plan in conjunction with Portland Parks & Recreation

### **Task 2: Modify and Develop Bikeway Facility Guidelines and Standards**

Purpose: Identify best practices for bikeway designs from around the country and world.

This report will be used to direct the work of PDOT and a consulting team (under separate contract) in developing design guidelines and standards for bikeways to be developed within the City of Portland.

- 1) Identify best practices from around the world
- 2) Perform a detailed study of particular facilities
- 3) Develop updated guidelines/standards for all below treatments/classifications and other treatments identified in Task 1 (Network Classification)
- 4) Address intersection crossings of bicycle boulevards

**Task 3: Develop Plans to Address Identified Deficiencies on Existing Bikeways and Develop Conceptual Plans for all new Bikeways**

**Purpose:** To both put in motion and build upon existing efforts to improve Portland's existing bikeways, and to plan for development of future bikeways.

- 1) Identify the worst intersections in the City of Portland
- 2) Identify top bikeway and programmatic deficiencies to be addressed in each Cycle Zone as defined in Phase I
- 3) Identify recommended treatments for top deficiencies in each Cycle Zone
- 4) Develop Conceptual Plans for Improvements on all new Bikeways by identifying locations for and types of needed improvements
- 5) Develop prioritized implementation list for addressing deficiencies

**Task 4: Create a Bicycle Parking Plan**

**Purpose:** To develop new guidelines, standards and policies for the provision of short- and long-term bicycle parking.

- 1) Identify best practices for short- and long-term bicycle parking
- 2) Develop parking policies and strategies for Central City and other commercial areas
- 3) Develop parking guidelines/standards for parking facilities
- 4) Develop funding and staffing plans to manage bicycle parking fund, citizen requests, and other parking improvements (i.e., transit-parking integration).

**Task 5: Reform, Renew, and Create Policies and Practices Related to Bicycling**

**Purpose:** Review and compile current City of Portland policies and practices that conflict with implementation of best practices identified above.

With stakeholder input, develop recommended policies and practices to conform with and allow implementation of above-identified best practices.

Identify plan for procedural steps required to formally implement new policies and practices.

- 1) Develop comprehensive list of policies/practices requiring change in order to create the types of facilities/programs identified above. This will expand upon the work conducted in Phase I of the bicycle master plan update.
- 2) Create proposed policy language for modified/new policies.
- 3) Identify process needed to achieve policy modifications



**Task 6: Focus on Enhanced Transit-Bicycle Integration**

**Purpose:** To develop plans to more effectively integrate bicycles with transit with a focus on transforming outlying transit centers and light rail stations into hubs of bike and ride activity.

- 1) Identify national and international best practices for attracting and providing for bike and ride trips at transit centers
- 2) Work with Trimet to identify targeted transit centers and light rail stations for focused bicycle trips
- 3) Develop a strategy for encouraging and providing for increased “bike and ride” operation at targeted transit centers

**Task 7: Enhance Existing Promotion, Education & Encouragement Programs**

**Purpose:** To develop expanded programs and plans that build upon Portland’s successful promotion and encouragement efforts.

- 1) Identify national and international best practices for promotion, education and encouragement
- 2) Develop plan to expand existing promotion, education and encouragement and programs
- 3) Develop a strategy for increased promotion, education and encouragement of bicycle transportation based on results of national and international best practices

**Task 8: Create and Implement an Outreach and Public Involvement Plan**

**Purpose:** To fully engage the general public and stakeholders in the update process; to achieve consensus, or sufficient support, in order to enact the updated plan.

- 1) Develop and implement an Outreach plan to effectively communicate to the general public and interested parties the goals, approach and expected outcomes of the update
- 2) Develop and implement a public involvement plan to engage the public and decision makers in the process of updating the bicycle master plan

**Task 9: Develop Funding Plans**

**Purpose:** To identify sufficient funding to carry out the identified improvements and programs.

- 1) Bikeway Network
- 2) Short-term Bicycle Parking
- 3) Promotion and Encouragement

**Task 10: Review and Create New Benchmarks and a Strategy to Measure Them**

**Purpose:** To develop measurable benchmarks to allow the city to track its progress.

- 1) Identify best practices for measurable benchmarks nationally and internationally
- 2) Develop measurable benchmarks for assessing city’s progress in achieving adopted objectives.
- 3) Develop programmatic elements for implementing benchmark program

**Task 11: Develop Implementation Plans**

**Purpose:** To develop plans to guide the timing and steps needed to implement the changes called for in the updated plan.

- 1) Bikeway Network
- 2) Short-term Bicycle Parking
- 3) Promotion and Encouragement

**Budget and Timeline for TGM Tasks**

<b>Task</b>	<b>Budget</b>	<b>Timeline</b>
1: Develop Updated Classifications for Portland’s Bikeway Network	\$48,472	To be completed 5 months following notice to proceed
2: Modify and Develop Bikeway Facility Guidelines & Standards	\$14,064	To be completed 7 months following notice to proceed
5: Reform, Renew & Create Policies and Practices Related to Bicycling	\$22,799	To be completed 9 months following notice to proceed
Total:	\$85,335	

**Work Approach**

**Task 1: Develop Updated Classifications for Portland’s Bikeway Network**

**Objectives**

- Identify best practices from around the country and world for identifying routes and appropriate facility types
- Identify gaps and underserved areas in the existing City bicycle network.
- Compile a list of planned or proposed bicycle facilities from existing information sources, including facility and area plans, and bicycle outreach events.

- Develop new bicycle facility classifications, and preliminary design considerations and criteria, to provide more bicycle connections throughout the City, particularly in areas that are underserved (i.e. through industrial areas and parks).

## **Methodology**

**1.1 Bicycle Gap Map** – City shall prepare a map to identify gaps and underserved areas in the existing bicycle network. Map features must include existing bike facilities, current zoning for commercial and residential areas, major transit corridors and centers including all light rail stations, and public facilities including parks and schools. The Bicycle Gap Map is to help identify areas of the city needing additional bikeway classifications. City shall revise Bicycle Gap Map based on comments from the Bicycle Master Plan Technical Advisory Group (TAG) and Steering Committee, and Stakeholder Groups. (Both the TAG and Steering Committee have been established by the City as part of the Bicycle Master Plan project outside the scope of the TGM-funded project.)

**1.2 Best Classification Practices Report** – City shall prepare Best Classification Practices report that identifies and describes best practices for defining, classifying, and spacing elements of a bicycle transportation network in large cities in North America and the most bicycle-friendly cities of Europe. The Best Classification Practices report is to identify more advanced classification and spacing systems than those currently employed by the City of Portland, and describe the pros, cons and applicability of the bike facility classifications and spacing. The Best Classification Practices Report must discuss the spacing and function of bikeways along with their classification, and will discuss the implications that bikeway classifications have upon bikeway design concepts. City shall revise Best Classification Practices Report based on comments from the Bicycle Master Plan TAG and Steering Committee, and Stakeholder Groups.

**1.3 Technical Advisory Group Meeting #1** – City shall facilitate TAG meeting #1 and present products from Subtasks 1.1 and 1.2 above. City shall document participant comments.

**1.4 Steering Committee Meeting #1** – City shall facilitate Steering Committee Meeting #1 and present products from Subtasks 1.1 and 1.2 above. City shall document participant comments.

**1.5 Existing Facility Memo**– City shall review all existing city plans that include any consideration of bikeway facilities. These include, but are not limited to:

- North Portland Willamette Greenway Plan
- Red Electric Trail Plan
- Fanno Creek Trail Plan
- Columbia Slough Trail Plan
- Portland Neighborhood Plans (post 1996)
- Sullivan’s Gulch Trail Plan
- Bicycle Transportation Alliance’s Proposed Boulevard Plan
- SW Trails Group Proposed Bikeways Plan

- Safe and Sound Street Proposed Bikeways

City shall review all existing information obtained from ongoing city work efforts related to bicycling, including:

- June 2006 Bike Summit
- Bicycle Master Plan update Phase I
- SmartTrips outreach work.

The purpose of the reviews is to inform the development of recommended bikeway routes into City's updated bikeway classifications. City shall document review findings through an Existing Facility memo, including maps, identifying those elements from the reviewed plans to be considered for inclusion in the city's bikeway network and the rationale for their inclusion. The Existing Facility Memo will also provide a rationale for any elements identified in those plans that are not suggested for inclusion

**1.6 Field Assessment Report** – City shall conduct field work/site visits to potential bikeway connections identified above in Subtasks 1.1 through 1.4 about which significant unknowns exist. City shall assess the suitability of the suggested corridor for development as a bikeway, and produce a report documenting the assessment, to include text, photos, map graphics and other information sufficient to describe conditions, opportunities and constraints on potential bikeway connections. The principal unknown to be investigated is whether or not the roadway actually exists in the right-of-way corridor. This is a condition most likely to occur in East Portland and Southwest Portland.

**1.7 Bikeway Classifications Map** – City shall prepare a bikeway classification map in response to the findings of the above tasks. The Bikeway Classifications Map must display recommended bikeway routes and suggested classifications, along with brief text providing rationale for each route and classification. Where multiple alternative classifications or routes are identified, the text will discuss the pros, cons and trade-offs of each option. City shall revise Bikeway Classification Map based on comments from the Bicycle Master Plan TAG and Steering Committee, and Stakeholder Groups.

**1.8 Bikeway Classification Descriptions/Definitions Memo** – City shall prepare a memo describing bikeway classification types based on results of Subtasks 1.1 through 1.7, as well as on existing City staff knowledge and experience (e.g., City Bikeway, Bicycle Boulevard, Neighborhood Connector, Industrial Area Bicycle Boulevard, City Parks Bikeway, Off-Street Path). Bikeway Classifications Descriptions/Definitions Memo must recommend new classifications, define the classifications as they relate to the function and design of facilities, and discuss the general applicability of the classifications. City shall revise Bikeway Classification Descriptions/Definitions Memo based on comments from the TAG, Steering Committee and Stakeholder Groups.

**1.9 Technical Advisory Group Meeting #2** – City shall facilitate TAG meeting #2 and present products from Subtasks 1.5 through 1.7 above. City shall document participant comments.

**1.10 Steering Committee Meeting #2** – City shall facilitate Steering Committee meeting #2 and present products from Subtasks 1.5 through 1.7 above. City shall document participant comments.

**1.11 Meetings with Stakeholder Groups**– City shall meet with known stakeholder groups including, but not limited to:  
Central Eastside Industrial Council  
Lloyd Transportation Management Association

The purpose of these meetings will be to communicate City’s plans and process regarding classifications, receive input on the draft classifications and identify concerns. These meetings are to discuss ideas about function and design about different types of bikeways. City shall document comments received from Stakeholder Groups.

**Deliverables:**

- A. Bicycle Gap Map
- B. Best Classification Practices Report
- C. Existing Facility Memo
- D. Field Assessment Report
- E. Bikeway Classification Map
- F. Bikeway Classifications Descriptions/Definitions Memo
- G. Meeting documentation: TAG and Steering Committee meetings #1 and #2, and Stakeholder Group meetings

**Task 2: Modify and Develop Bikeway Facility Guidelines and Standards**

**Objectives**

Identify best practices for bikeway designs from around the country and world. This report will be used to direct the work of PDOT and a consulting team (under separate contract) in developing design guidelines and standards for bikeways to be developed within the City of Portland.

**Methodology**

**2.1 Best Design Practices Report** – City shall prepare Best Design Practices report that identifies and describes best practices for bikeway design treatments in large cities in North America and the most bicycle-friendly cities of Europe. The Best Design Practices Report is to identify designs for on- and off-street bicycle facilities, including bicycle lanes, cycletracks, bicycle boulevards, off-street pathways and shared lanes on higher volume streets.

The Best Design Practices Report must identify best practices, pros, cons and applicability in assigning types of facilities to roadways based on their automotive volume and speed characteristics. The Best Design Practices Report will also identify best practices, pros and cons by facility type, as follows:

Bicycle Lanes: width, design of raised bicycle lanes, separation from on-street parking, separation from travel lanes, intersection approaches, merge areas with automobiles.

Cycletracks: universe of cycletrack placement (i.e., at sidewalk grade, curb separated from travel lanes, horizontal separation from travel lanes with landscaping or right-of-way architectural elements, behind parked cars), width, intersection treatments, accommodating turning movements.

Bicycle Boulevards: traffic speeds, use of slowing devices, pavement markings, way-finding, intersection crossing treatments.

Other Shared Roadway Environments: national and international standards for design and use of shared lane markings.

Off-Street Paths: width based on expected volumes of users, both pedestrian and bicycle (and other wheeled users), perimeter design and its effect on cyclist behavior, separation of users, including striping and bifurcation of pathway and effectiveness, integration with roadway network, intersection treatments. These design considerations will be considered both for off-street paths developed primarily as stand-alone transportation corridors or linear parks, as well as for paths developed within more traditional city parks that attract a wider variety of users for more varied reasons.

City shall revise Best Design Practices report in response to comments from TAG and Steering Committee.

**2.2 Technical Advisory Group meeting #3** City shall facilitate TAG meeting #3 to present Best Design Practices report.. City shall document participant comments.

**2.3 Steering Committee meeting #3** City shall facilitate Steering Committee Meeting #3 to present Best Design Practices Report. City shall document participant comments.

**Deliverables:**

- A. Best Design Practices Report
- B. Meeting documentation: TAG and Steering Group meetings #3

(NOTE: Tasks 3 and 4 of the City's larger Bicycle Master Plan project take place outside the scope of the TGM project.)

**Task 5: Reform, Renew, and Create Policies and Practices Related to Bicycling**

**Objectives**

- Review and compile current City of Portland policies and practices that conflict with implementation of best practices identified above.
- With stakeholder input, develop recommended policies and practices to conform with and allow implementation of above-identified best practices.
- Identify plan for procedural steps required to formally implement new policies and practices.

## **Methodology**

**5.1 Current Policies and Practices Memo** – City shall prepare a memo that identifies all current City policies and practices that bear relation to bicycle transportation. Current Policies and Practices memo must include policies and practices in regard to:

- Traffic calming and diversion
- Street Connectivity
- Level of Service
- Traffic designs (lane width, in particular)
- Parking (automotive)
- Peak Oil
- Climate Change
- Water Quality
- Air Quality
- Bicycle Parking

Current Policies and Practices Memo must identify all stakeholder groups with whom discussions about potential changes in policies are necessary.

**5.2 Best Policies and Practices Report** – City shall prepare Best Policies and Practices report that identifies and describes best policies and practices from around the world in support of bicycling. The City shall look to the most bicycle-friendly cities of North America and Europe. Identifying such policies and practices is consistent with a recent publication from Europe that credits the sustained and integral municipal cycling and traffic policies in various countries and cities in achieving high bicycle use. Best Policies and Practices Report must recommend changes to existing City policies and practices, and must discuss the pros and cons of each suggested change. City shall revise Best Policies and Practices Report in response to comments from TAG, Steering Committee and Stakeholder Groups.

**5.3 TAG meeting #4** City shall facilitate TAG meeting #4 to present the Current Policies and Practices Memo and Best Policies and Practices Report. City shall document comments from meeting participants.

**5.4 Steering Committee meeting #4** City shall facilitate Steering Committee meeting #4 to present the Current Policies and Practices Memo and Best Policies and Practices Report. City shall document comments from meeting participants.

**5.5 Meetings with Stakeholder Groups, including Neighborhood and Business Associations, Public Agencies, Advocacy Organizations** – City shall meet with known stakeholder groups including, but not limited to:  
Central Eastside Industrial Council  
Lloyd Transportation Management Association

City shall document discussion and comments at Stakeholder Group meetings.

**Deliverables:**

- A. Current Policies and Practices Memo
- B. Best Policies and Practices Report
- C. Meeting documentation: TAG and Steering Group meetings #4, and Stakeholder meetings

**City Staff Labor Estimate**

Job Title	Transportation Planning Coordinator	Transportation Planning Specialist	Community Service Aid	Total Hours	Total Cost
Fully Loaded Hourly Pay Rate	\$79.44	\$59.88	\$34.34		
Task 1	158	554	80	792	\$48,472
Task 2	70	142	0	212	\$14,064
Task 5	88	264		352	\$22,799
<b>Totals</b>	<b>316</b>	<b>935</b>	<b>80</b>	<b>1,331</b>	<b>\$85,335</b>
<b>Cost per Task</b>	<b>\$25,103</b>	<b>\$57,485</b>	<b>\$2,747</b>	<b>\$85,335</b>	

**Budget Summary**

	Grant Amount	Match Amount	Total
City Labor	\$75,000	\$10,335	\$85,335
Consultant	n.a.	n.a.	n.a.
<b>TOTAL</b>	<b>\$75,000</b>	<b>\$10,335</b>	<b>\$85,335</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:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a 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;

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.
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.

### 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.
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.
2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
  - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

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

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

direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

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

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

#### DBE POLICY STATEMENT

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

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

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

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

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

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

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

**CONTRACTOR'S DBE CONTRACT GOAL**

**DBE GOAL**   0   %

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

**VII. LOBBYING**

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to

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

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

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

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

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

## EXHIBIT D

## ELIBIGLE PARTICIPATING COST

## DESCRIPTION

**PERSONNEL SERVICES**

*Salaries* – 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

*Overtime* – Payments to employees for work performed in excess of their regular work shift.

*Shift Differential* – Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.

*Travel Differential* – Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.

**SERVICES AND SUPPLIES****In-State Travel – Per Rates Identified in State Travel Handbook**

*Meals & Misc.* – Payment for meals incurred while traveling within the State of Oregon

*Lodging & Room Tax* – Payment for lodging, including room taxes, incurred while traveling within the State of Oregon.

Fares, Taxi, Bus, Air Etc.

*Per Diem* – Payment for per diem, incurred while traveling within the State of Oregon.

*Other* – Payment for other miscellaneous expense, incurred while traveling within the State of Oregon

*Private Car Mileage* – Payment for private car mileage while traveling within the State of Oregon.

**Office Expense**

*Direct Project Expenses Including:*

*Photo, Video & Microfilm Supplies* – Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.

*Printing, Reproduction & Duplication* – Expenditures for services to copy, print, reproduce and/or duplicate documents.

*Postage* – Payment for direct project postage.

*Freight & Express Mail* – Payment for direct project freight services on outgoing shipments.

**Telecommunications**

*Phone Toll Charges (long-distance)* – Payment for telephone long distance charges.

**Publicity & Publication**

*Publish & Print Photos* – Payment for printing and publishing photographs to development of publicity and publications.

*Conferences* (costs to put on conference or seminars)

**Equipment \$250 - \$4,999**

NOT ELIGIBLE

**Employee Training, Excluding Travel**

NOT ELIGIBLE

**Training In-State Travel**

NOT ELIGIBLE

**CAPITOL OUTLAY**

NOT ELIGIBLE