

INTERGOVERNMENTAL AGREEMENT

City of Portland, Outer Powell Blvd Right-of-Way Corridor and Implementation Plan

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

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, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. City has been awarded a TGM Grant which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

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

SECTION 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N. "Work Product" has the meaning set forth in Section 5.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, 2011 ("Termination Date").
- B. Grant Amount. The Grant Amount shall not exceed \$337,045.
- C. City's Amount. The City's Amount shall not exceed \$195,074.
- D. Consultant's Amount. The Consultant's Amount shall not exceed \$141,971.
- E. City's Matching Amount. The City's Matching Amount is \$41,658. or 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, 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 82.40% up to the City's Amount.
- 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; 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, 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 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 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.

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. 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. 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 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 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 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(I), 5(J), 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 December 29, 2008, 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 in 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

Date: _____

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
Transportation Development Division

Date: _____

City of Portland
1900 SW 4th, Suite 7100
Portland, OR 97201
Phone: 503-823-7700
Fax: 503-823-4571
E-Mail:

Ross Kevlin, Contract Administrator
Transportation and Growth Management Program
123 NW Flanders
Portland, OR 97209-4037
Phone: 503-731-8232
Fax: 503-731-3266
E-Mail: ross.kevlin@odot.state.or.us

ATTORNEY GENERAL'S OFFICE

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

By: _____
(Official's Signature)

TGM 1F-09

Outer Powell Boulevard Conceptual Design Plan

Definitions/Acronyms

Agency/ODOT – Oregon Department of Transportation
City – City of Portland
CWG – Citizen Working Group
HCM – Highway Capacity Manual
HCT – High-Capacity Transit
GIS – Geographic Information System
OHP – Oregon Highway Plan
Project – Outer Powell Boulevard Project
ROW – Right-of-way
RTP – Regional Transportation Plan
TAG – Technical Advisory Group
TSP – Transportation System Plan
v/c – Volume-to-Capacity
WOCPM – Work Order Contract Project Manager

Project Purpose/Transportation Relationships & Benefits

The overall goal of the Outer Powell Boulevard Project (Project) is to develop a conceptual design plan for improvements to Powell Boulevard (US 26) from I-205 to City of Portland (City) city limits at 174th Ave to accommodate 20-year needs for motor vehicles, bicycles, pedestrians and transit. Currently, this segment of Powell Boulevard, a state highway, is predominantly a two-lane rural cross-section lacking sidewalks and bike lanes. The Powell/Foster Corridor Transportation Plan in 2003 used a regional demand model to determine the need to widen Powell Boulevard to five lanes from I-205 to SE 122nd Avenue, and four lanes east of SE 122nd, providing bike lanes and sidewalks throughout. The 2003 corridor plan called for a second planning effort to identify a specific design for Powell Boulevard improvements; this conceptual design plan Project will produce that specific design. The conceptual design plan will inform both future preliminary engineering phases for public Capital Improvement Projects and private development requirements for dedication and frontage improvements.

Project Area

The Project Area extends along SE Powell Boulevard from I-205, approximately at SE 96th Ave, to SE 174th Ave (City Limits) and up to 500 ft from the centerline of SE Powell Blvd. For transportation analysis purposes, the Study Area will extend north to SE Division St, south to SE Foster Road.

Background

Improvements to Powell Boulevard are affected by a number of issues, challenges and constraints, which include:

Stormwater – Few if any stormwater conveyance or treatment facilities are in place in the Powell corridor. Meanwhile, much of the corridor is in a wellhead protection zone, where environmental regulations restrict how street runoff may infiltrate into groundwater. Widening Powell Boulevard will increase stormwater runoff. The Project must identify acceptable, feasible and cost-effective means to handle stormwater, considering how potential solutions affect right-of-way (ROW) needs, and the cost of construction and ongoing maintenance.

ROW Preservation and Acquisition – Existing ROW along Powell Boulevard is limited and will not accommodate the planned four/five lane cross-section. Also, buildings in a number of locations encroach into the planned ROW. Other Oregon jurisdictions have provisions to protect future road ROW from building encroachment, and to acquire ROW as a condition of redevelopment. The Project must explore ROW preservation and acquisition methods and the underlying legal issues and work with the City Attorney to identify measures that will work for Portland.

Urban Design – East of the I-205 Freeway, a clear design hierarchy among the series of major city arterials is lacking. The Project provides a unique opportunity to develop and describe an urban design concept for the corridor that identifies the different intersections and segments of outer SE Powell Blvd. The corridor concept will provide the bigger-picture context within which decisions on smaller scale design issues, such as the streetscape and building and site design, can be made. Adjacent to the street, existing development on Powell Boulevard consists mostly of small-lot single-family and duplex structures, interspersed with auto-oriented strip malls. While the Project will not address plan or zone changes, it will examine how design requirements, for example development standards regulating building orientation, setbacks and site plans, and multiple-lot access consolidation might better support alternative travel modes, promote livability and improve the relationship between buildings and a busy arterial street.

In addition to addressing challenges and constraints, the Project must address opportunities that could improve operations on Powell Boulevard and provide enhanced access to adjacent neighborhoods, which include:

Local Street Connectivity – While the existing system of local streets is poorly connected, the Portland Outer Southeast Master Street Plan in the Portland Transportation System Plan (TSP) 2002 identifies a number of new street segments that are to be provided when redevelopment occurs. The Project will not seek to revisit or make wholesale changes to the master street plan, but will examine planned connections to Powell Boulevard to determine if locations should be adjusted (e.g. to correct an intersection skew) or whether a bicycle/pedestrian accessway would be more feasible than a new street connection. Given the limited existing street connectivity and lack of existing sidewalks on side streets, the current connections and future built connections are even more important to pedestrian and bicycle mobility. To improve the pedestrian and

bicycle connectivity and access, the Project must identify key pedestrian and bicycle crossing locations of Powell Boulevard and consider appropriate potential crossing enhancements.

Access Management – Zoning and development patterns have led to a proliferation of driveways on Powell Boulevard, which increase congestion and reduce safety. In developing and evaluating alternative solutions on the Powell corridor, access management measures – left-turn restrictions and the removal or relocation of driveways – must be considered, and their costs and benefits compared against those of alternatives that emphasize roadway expansion. The Project will explore opportunities and constraints to creating new multiple-lot access using crossover easements and similar measures, which may lead to code amendment recommendations. Development of a specific access management plan for private property is beyond the scope of the Project. However, if access management is part of the recommended alternative, the Project must identify access management measures, their general or potential locations, and guiding principles that will apply when specific access management plans are produced.

Transit – The Powell Boulevard corridor is identified as a Near-Term Regional Priority Corridor in the Regional High Capacity Transit (HCT) System Plan adopted by Metro on July 9, 2009. Refinement plans for the Powell HCT Corridor, including determining alignment, mode and station or stop locations are beyond the scope of this project. The Project will assume future increases to transit service levels now identified in the Regional Transportation Plan (RTP). For information purposes only, the Project may include a general discussion of potential transit alternatives on the corridor and their general impacts.

Proposed Segments of Powell Boulevard for further review and refinement during the Project:

- I-205 to 124th Ave
- 124th Ave to 138th Ave
- 138th Ave to 148th Ave
- 148th Ave to 174th Ave (City Limits)

Project Objectives

- Develop concept-level plans for multi-modal transportation improvements, including roadway cross-sections, changes to channelization and traffic control, and identification of alternative mode facilities on Powell Boulevard, including crosswalks and transit stops.
- Evaluate phasing methods to allow improvements to be built incrementally, while avoiding a “rip-out-and-replace” approach to corridor improvements.
- Identify solutions to accommodate regional and local travel demand in the corridor through transportation improvements and access management.
- Identify feasible stormwater management measures adequate to support corridor improvements and satisfy regulatory requirements.

- Ensure that the recommended alternative is feasible to construct, considering costs and impacts including ROW acquisition and stormwater treatment.
- Develop an urban design concept for SE Powell Blvd. between the I-205 Freeway and the city boundary that defines the character(s) of the different segments, identifies the major intersections and activity nodes, and illustrates the nature of adjacent development along the corridor.
- Explore changes to private development design based on the corridor urban design concept to support alternative modes and address livability issues along the corridor.
- Identify an integrated system of bicycle, pedestrian and transit facilities (based on existing and planned transit levels) to serve the corridor, including facilities on arterial and collector cross-streets up to ¼ mile from Powell Boulevard.
- Explore options for improving local street and accessway connections, to reduce congestion, enhance safety and better support alternative modes.
- Identify opportunities and constraints to creating new multiple-lot access using crossover easements and similar measures.
- Ensure consistency with the Oregon Highway Plan (OHP), the Oregon Highway Design Manual, RTP (including mobility corridor strategies) and the Portland TSP.
- Ensure the development and selection of alternatives address social, environmental and financial impacts.
- Ensure final products are sufficiently detailed for implementation through adoption into RTP, Portland TSP, and other regulatory documents as appropriate.
- Ensure coordination with stakeholder agencies including City, Metro, Tri-Met and Oregon Department of Transportation (ODOT).
- Ensure community stakeholders have an opportunity to learn about corridor issues and provide input through an effective public involvement process.
- Ensure that legal questions are addressed so that ROW preservation and acquisition measures may be legally implemented to support the construction of the recommended alternative.

Deliverables Overview

- Consultant shall provide City's Project Manager and ODOT's Work Order Contract Project Manager (WOCPM) with all deliverables simultaneously.
- Consultant shall provide City's Project Manager with draft hard copies of all documents, graphic and text descriptions for review one week prior to the deadline for mailing materials to members of the Technical Advisory Group (TAG) and Citizen Working Group (CWG) and one week prior to presentation of materials at all Public Open Houses.
- Wall size illustrations must be of a size suitable for presentation and display at all public meetings.
- Hard copies of documents, graphics and text descriptions must be provided to furnish all members of the Project Team, TAG and CWG with a copy of the draft and final alternatives on Tabloid (11x17) size paper.

- Tabloid (11x17) sized materials must be at a readable scale. Specifically, plan view graphics for the corridor must be at a scale of 1"=100'.
- All illustrations must be in color, but reproducible in black and white.
- Final wall display and tabloid sized graphics and text descriptions must be provided in hard copy and electronic format for insertion into the Final Report and reproduction for use at future public meetings. Original files shall be provided in case edits or revisions are required in the future by the City. Original electronic files must be compatible with Microsoft Word, Illustrator, Freehand, AutoCAD and ArcMap Geographic Information System (GIS) as deemed appropriate. Graphics exports for insertion in the final report may be .pdf, .eps or .tif file format.
- Geographic projections must be provided in City's North American Datum 83(91) High Accuracy Reference Network State Plane Oregon North. City shall provide Consultant with the projection file to be used for data transformation. If the data does not align within the GIS upon receipt from Consultant and spatial transformations are required, the data will be rejected and must be corrected by Consultant.
- An Oregon-registered professional engineer (Civil or Traffic) must perform or oversee all traffic analysis work. All data and calculations must be submitted to Region 1 Traffic for review and record-keeping. Electronic file copies of analysis data are required. Written and electronic products must be in ODOT-compatible formats. Copies of traffic counts need to be sent to ODOT's Transportation System Monitoring Unit for the central count files.

Work Approach

Task 1: Public Involvement and Interagency Coordination

Task Objectives

- Provide a structure for staff, citizens and partnering agencies to engage in the streetscape planning process.
- Ensure that there is coordination between agencies involved, particularly City and ODOT.
- Ensure that there are adequate opportunities for public participation and input throughout the project.
- Ensure that the Outer Powell Boulevard Conceptual Design Plan responds to community values and issues.
- Ensure that the project is advanced to completion with ample and broad public review, input and support.

Subtasks

- 1.1 Community Outreach Plan – City shall develop a Community Outreach Plan tailored to the specific community composition in and near the project area to meet Title VI, Civil Rights goals. Community Outreach Plan must identify community composition, environmental justice and social equity considerations, including concentration of transportation disadvantaged communities and non-native English speaking populations and their native language. Community Outreach Plan must identify outreach strategies specific to these communities,

including community newspapers and other media outlets, community associations, groups or congregations, meeting locations and contacts.

- 1.2 Community Outreach Status Report – City shall complete a Community Outreach Status Report at end of Project documenting outreach efforts and accomplishments.
- 1.3 Project Team Meetings - City, Consultant and ODOT shall participate in up to six Project Team Meetings throughout Project to discuss and coordinate work program and deliverables. Two of the six meetings are specified as part of Task 4. Project Team Meetings are not deliverables themselves, but are necessary for project management; the cost of Consultant attendance is reflected in the cost of other Consultant deliverables. For the remaining four meetings not specified in subsequent tasks, City Project Manager shall determine, subject to WOCPM approval, how many and when Project Team Meetings are held.
- 1.4 Citizen Working Group - City shall convene CWG to advise City during each phase of the project leading up to a streetscape plan. City shall prepare meeting agendas and meeting minutes. Members of CWG will review, inform and endorse project information and work products. CWG will assist with the neighborhood walks and public open houses. CWG will also provide guidance to City Council in their consideration to adopt a streetscape plan for Outer Powell Boulevard. CWG must be comprised of representatives from adjacent neighborhoods, local businesses, property owners, local schools, community service providers, community development community and the pedestrian, bicycle and freight communities. City shall maintain communication with CWG members and integrate feedback from CWG into project materials, development of alternatives, selection of streetscape plan and recommendations to City Council. Meetings are described in subsequent tasks.
- 1.5 Technical Advisory Group - City shall form a TAG which will meet regularly through the project prior to CWG. City shall prepare TAG meeting agendas, meeting minutes and review materials. TAG will review, inform and endorse project information and work products. TAG will advise City during each phase of the project leading up to a recommended streetscape plan. City shall invite TAG members to assist with the neighborhood walks. TAG must include representatives from various Divisions within Portland Bureau of Transportation, modal coordinators, City bureaus and partnering agencies, including ODOT, TriMet and Metro. Meetings are described in subsequent tasks
- 1.6 Contingent Meetings - In addition to CWG and TAG meetings described in tasks below, City may convene up to six additional meetings of CWG, the TAG, or subcommittees of these groups to address unanticipated issues that may arise during the project. Consultant attendance at these additional meetings is not required.
- 1.7 Project Update Mailings - City shall produce Project Update Mailings to be distributed by mail in the study corridor prior to the three Public Open Houses. Project Update Mailings will also serve as meeting announcements for the Public Open Houses. Project Update Mailings must include text translated into commonly spoken languages in Project Area.

- 1.8 Community Meetings - City shall attend up to fifteen existing community group meetings or events as outreach to citizens who are unable to attend large open house events held in the evening. Around the time of public open house events, City shall seek to share project materials with smaller community groups by attending their regular meetings or setting up project booths/stations at community events and schools to allow citizens to review and provide input. City shall make an effort to establish relationships with people of color and ethnic minority communities within Project Area and identify community liaisons. Project mailing materials must be translated into languages commonly spoken by communities in Project Area.

City Deliverables

- 1.A Community Outreach Plan
- 1.B Community Outreach Status Report
- 1.C Project Team Meetings
- 1.D TAG Roster
- 1.E CWG Roster
- 1.F Contingent Meetings
- 1.G Project Update Mailings
- 1.H Community Meetings

City Budget: \$17,899

Consultant Deliverables

None

Task 2: Policy Background and Existing Conditions

Task Objectives

- Inventory current transportation systems, zoning, general land uses and traffic conditions.
- Review public policies, plans, regulatory requirements and previous studies and data that pertain to Project Area, to document issues relevant to streetscape improvements.
- Compile design standards and guidelines to inform the design of streetscape alternatives.
- Document available stormwater capacity and appropriate methods for handling stormwater in the study area.
- Identify legal issues and potential legal tools to preserve and acquire right-of-way in the study area.

Subtasks

- 2.1 Background Policy and Existing Conditions Technical Memo - City shall prepare draft and final Background Policy and Existing Conditions Technical Memo, a review of plans, policies and studies, and produce a technical memo summarizing issues affecting multi-modal traffic and streetscape design in Project Area. Information to be reviewed must include the City Comprehensive Plan, City zoning code, East Portland Action Plan, Powell/Foster Corridor

Transportation Plan (Metro), RTP, Urban Growth Management Functional Plan, OHP and emerging policy, including RTP Regional Mobility Corridors. Background Policy and Existing Conditions Technical Memo must include the revisions in Subtasks 2.9 and 2.10 to reflect comments received in TAG and CWG Meetings #1.

- 2.2 Base Maps - City shall prepare scalable draft and final Base Maps of the Project Area depicting, at a minimum, property lines, existing zoning and general land uses, building footprints, development capacity, right-of-way lines, sidewalk area dimensions, curb-to-curb dimensions, travel lane area configuration including bike lanes and marked crosswalks, transit stops, curbside parking regulations (parking allowed, no parking, special restrictions, bus zones and loading zones), curb cuts, signal locations, curb extensions and medians, and existing and planned local streets. Legible aerial photos may be used to provide some map information. Base Maps must be developed in ArcMap GIS. Base Maps must include the revisions in Subtasks 2.9 and 2.10 to reflect comments received in TAG and CWG Meetings #1.
- 2.3 Design Matrix – City shall prepare draft and final Design Matrix, a compilation of design standards and guidelines applicable to potential streetscape improvements. The purpose of the matrix is to provide guidance for the design of alternatives, and to compare design standards and recommendations from stakeholder jurisdictions including Metro, ODOT and City. Design Matrix must describe appropriate dimensions for major cross-section elements such as travel lanes, sidewalks, medians and bike lanes, and specifications for potential improvements such as signalized crosswalks. Design Matrix must include the revisions in Subtasks 2.9 and 2.10 to reflect comments received in TAG and CWG Meetings #1.
- 2.4 Stormwater Management Facilities Technical Memo - Consultant shall produce draft and final Stormwater Management Facilities Technical Memo, summarizing current policy and existing conditions. Sources to include, at a minimum: the Portland Stormwater Management Manual and findings of the ODOT Powell Boulevard Stormwater Study final report, including the availability, location and capacity of existing stormwater systems and facilities, and describing acceptable methods for stormwater handling in the study area. Stormwater Management Facilities Technical Memo must include the revisions in Subtasks 2.9 and 2.10 to reflect comments received in TAG and CWG Meetings #1.
- 2.5 Right-of-Way Preservation/Acquisition Tools Memo - Consultant shall prepare a Right-of-Way Preservation/Acquisition Tools Memo describing two to four examples of ROW preservation and acquisition measures in place in other Oregon jurisdictions, including access management measures to establish continuous crossover easements to consolidate or eliminate single-lot driveway connections to Powell Blvd., and discussing associated regulations, plans and standards and how these inter-relate with the measures. Right-of-Way Preservation/Acquisition Tools Memo must include consideration of nexus and proportionality in relationship to each measure, and interviews with plan or code administrators from up to two other jurisdictions regarding implementation issues and challenges.
- 2.6 Existing Traffic Operations Data - City shall compile and review Existing Traffic Operations Data, including the following:

- Collision data.
- TriMet transit service and ridership boarding and alighting counts by busline and bus stop.
- Travel forecast model-generated output for Consultant, summary of model assumptions, and travel pattern characteristics, including select link analyses.
- As deemed necessary by the City, video data collection capturing multi-modal traffic movement at specific locations.

This information is just for the use of Consultant in Subtask 8; only verification of transmittal need be provided to WOCPM.

- 2.7 Traffic Counts - Consultant shall collect Traffic Counts to provide base traffic volume data for Project Area. Intersection counts must be AM, midday and PM peak hour manual classification turning movement counts taken at up to 12 locations. Consultant shall also collect truck volumes. All signalized intersections in Project Area must be counted. Consultant shall provide City with Traffic Counts.
- 2.8 Existing Conditions Traffic Analysis Technical Memo - Consultant shall prepare draft and final Existing Conditions Traffic Analysis Technical Memo. Actions taken to prepare Existing Conditions Traffic Analysis Technical Memo must include:

- Consultant shall meet with City and ODOT Region 1 Traffic Unit staff to obtain any necessary parameters and methodologies not mentioned here for the existing and future conditions.
- City shall provide Existing Traffic Operations Data to Consultant.
- Consultant shall assess existing operating conditions for AM, midday and PM peak hours using Traffic Counts. Traffic analysis must be consistent with Region 1 Traffic Unit's analysis procedures available on the Internet at: <http://www.oregon.gov/ODOT/TD/TP/Analysis.shtml>. A Year 2007 (as updated) Highway Capacity Manual (HCM)-based analysis program like Synchro/Simtraffic must be used to analyze the current conditions at all signalized intersections, including the 95th percentile queues. Volume-to-capacity (v/c) ratios must be used for all intersections; signalized intersection operation must be expressed as the intersection v/c, not the maximum movement v/c. The v/c ratios identified through analysis must be compared to applicable performance in the Portland TSP and Metro RTP.

Existing Conditions Traffic Analysis must include the revisions in Subtasks 2.9 and 2.10 to reflect comments received in TAG and CWG Meetings #1.

- 2.9 TAG Meeting #1 - City shall facilitate TAG Meeting #1 to present the draft deliverables developed from subtasks 2.1 - 2.3 and 2.6 above. City shall record participant comments in order to revise draft deliverables in response to comments.

Consultant shall attend TAG Meeting #1 to present a summary of the Existing Conditions Traffic Analysis, Stormwater Management Facilities Technical Memo and Right of Way Preservation/Acquisition Tools Memo.

- 2.10 CWG Meeting #1 - City shall facilitate CWG Meeting #1 to present the revised draft deliverables from subtasks 1-3 and 6. City shall record participant comments in order to revise draft deliverables in response to comments.

Consultant shall attend CWG meeting to present a summary of the Existing Conditions Traffic Analysis, Stormwater Management Facilities Technical Memo and Right of Way Preservation/Acquisition Tools Memo.

- 2.11 Community Workshop - City shall facilitate a community workshop to present a summary of the Background Policy and Existing Conditions Technical Memo and gather input from community stakeholders about existing conditions, community needs, and desired improvements on Powell Blvd. The City shall provide presentation materials and maps. City and Consultant shall record participant comments through maps, sketches and written comment. Consultant shall prepare display materials that in the Consultant's professional opinion are necessary to convey graphic information contained in Consultant products and attend the meeting to present summaries of the Stormwater Management Facilities Technical Memo, Right-of-Way Preservation/Acquisition Tools Memo and Existing Conditions Traffic Analysis. City shall collect and summarize participant comments.

City Deliverables

- 2.A Background Policy and Existing Conditions Technical Memo
- 2.B Base Maps
- 2.C Design Matrix
- 2.E Existing Traffic Operations Data Verification
- 2.F TAG Meetings #1
- 2.G CWG Meeting #1
- 2.H Community Workshop

City Budget: \$41,920

Consultant Deliverables

- 2.A Stormwater Management Facilities Technical Memo
- 2.B Right-of-Way Preservation/Acquisition Tools Memo
- 2.C Traffic Counts
- 2.D Existing Conditions Traffic Analysis and Technical Memo
- 2.E TAG Meeting #1 presentations
- 2.F CWG Meeting #1 Presentations
- 2.G Community Workshop

Task 3: Needs, Opportunities and Constraints

Task Objectives

- Identify opportunities and constraints presented by policies, regulations, the existing urban design context and other conditions discussed in previous task.
- Provide citizen and technical groups with a general understanding of streetscape design, urban design, stormwater, neighborhood connectivity and ROW preservation and acquisition measures, their general applicability, and potential trade-offs involved in their use.
- Develop criteria consistent with project objectives for the development and evaluation of design alternatives.

Subtasks

- 3.1 Horizon Year Traffic Volumes - City shall calculate Horizon-Year (2035) Traffic Volumes, using peak-hour volumes collected by Consultant in Subtask 2.7 in combination with the Metro travel demand forecast model for the AM and PM peak periods. Peak-hour volumes must be post-processed using National Cooperative Highway Research Program Report 255 guidelines. This information is just for the use of Consultant in Subtask 2; only verification of transmittal need be provided to WOCPM.
- 3.2 Future Traffic Conditions Technical Memo - Consultant shall prepare draft and final Future Traffic Conditions Technical Memo describing the results of a future conditions traffic analysis and using Horizon Year Traffic Volumes. Analysis must use a Year 2035 (as updated) HCM-based analysis program like Synchro, HCS, etc. to analyze future conditions for the horizon year. The 95th percentile queues must be evaluated for all signalized intersections using a Simtraffic program. Intersection v/c ratio, not maximum movement v/c, must be used for all intersections. Future Traffic Conditions Technical Memo includes the revisions in Subtasks 3.4 and 3.5 to reflect comments received in TAG and CWG Meetings #2.
- 3.3 Needs, Opportunities and Constraints Technical Memo – City shall prepare draft and final Needs, Opportunities and Constraints Technical Memo to identify the specific needs, challenges and opportunities to be addressed in the development of alternatives. Needs, Opportunities and Constraints Technical Memo must identify:
 - Project goals and objectives
 - Draft evaluation criteria.
 - Multi-modal transportation needs within Project Area, including bicycle and pedestrian circulation along, across and connecting to Powell, existing and 20-year traffic conditions, and transit stops (including access and connectivity). Needs must be based on a comparison of future traffic conditions with performance standards in the Portland TSP, Metro RTP and other relevant state, regional and local criteria and the policy framework identified in Task 2, and must identify specific deficiencies in the study area in terms of level-of-service and v/c, safety and multi-modal circulation and access.

- Community desires for streetscape improvements in Project Area, as expressed in previous community discussions.
- Right-of-way implications
- Stormwater Management

Needs, Opportunities and Constraints Technical Memo must include the revisions in Subtasks 3.4, 3.5, and 3.10 to reflect comments received in TAG and CWG Meetings #2 and Public Open House #1.

- 3.4 TAG Meeting #2- City shall facilitate TAG Meeting #2 and present the draft Needs, Opportunities and Constraints Technical Memo. Consultant shall attend TAG Meeting #2 to present a summary of Future Traffic Conditions Technical Memo. City shall record participant comments in order to revise the Draft Needs, Opportunities and Constraints Technical Memo and Future Traffic Conditions Technical Memo in response to comments.
- 3.5 CWG Meeting #2 - City shall facilitate CWG Meeting #2 and present the draft Needs, Opportunities and Constraints Technical Memo. Consultant shall attend CWG meeting to present a summary of Future Traffic Conditions Technical Memo. City shall record participant comments in order to revise the Draft Needs, Opportunities and Constraints Technical Memo and Future Traffic Conditions Technical Memo in response to comments.
- 3.6 Toolkit Technical Memo - Consultant shall prepare draft and final Toolkit Technical Memo describing methods, including but not limited to design elements, built improvements and legal measures to meet project objectives and address community desires, and describing the applicability, pros, cons and trade-offs of each. Issues the Toolkit Technical Memo must address include urban design best practices (as applicable per the project scope), local street and accessway connections, including crossover easements and concepts of Crime Prevention Through Environmental Design, access management, stormwater handling, ROW preservation and acquisition, roadway design elements and treatments, traffic system management, project phasing concepts, and bike and pedestrian improvements. Toolkit Technical Memo must include the revisions in Subtasks 3.8, 3.9 and 3.10 to reflect comments received in TAG and CWG Meetings #3 and Public Open House #1.
- 3.7 Corridor Urban Design Concept Plan Map – City shall prepare an urban design concept for the corridor to be represented through Corridor Urban Design Concept Plan Map. Map must incorporate annotations and illustrations to identify the corridor, the major and minor intersections, the character of the different segments, existing and proposed gateway locations, major open spaces, activity centers and attractions and other important access connections to and from the corridor.
- 3.8 TAG Meeting #3 - City shall facilitate TAG Meeting #3 and present the draft Corridor Urban Design Concept Plan Map. Consultant shall attend to present draft Toolkit Technical Memo. City shall record participant comments in order to revise Toolkit Technical Memo in response to comments.

- 3.9 CWG Meeting #3 - City shall facilitate CWG Meeting #3 and present the draft Corridor Urban Design Concept Plan Map. Consultant shall attend to present draft Toolkit Technical Memo. City shall record participant comments in order to revise Toolkit Technical Memo in response to comments.
- 3.10 Public Open House #1 - City shall facilitate Public Open House #1 and present summary of the Needs, Opportunities and Constraints Tech Memo and present the Corridor Urban Design Concept Plan Map. Consultant shall prepare display materials and attend to present summary information from the Future Traffic Conditions Technical Memo and Toolkit Technical Memo. City and Consultant shall provide a mini recap of the previous Community Workshop and policy background and existing conditions task deliverables. City shall record participant comments so that City and Consultant are able to revise respective memos in response to comments

City Deliverables

- 3.A Horizon-Year (2035) Traffic Volumes
- 3.B Needs, Opportunities and Constraints Technical Memo
- 3.C TAG Meeting #2
- 3.D CWG Meeting #2
- 3.E Corridor Urban Design Concept Plan Map
- 3.F TAG Meeting #3
- 3.G CWG Meeting #3
- 3.H Public Open House #1

City Budget: \$65,795

Consultant Deliverables

- 3.A Future Traffic Conditions Technical Memo
- 3.B TAG Meeting #2 presentations
- 3.C CWG Meeting #2 Presentations
- 3.D Toolkit Technical Memo
- 3.E TAG Meeting #3 presentations
- 3.F CWG Meeting #3 presentations
- 3.G Public Open House #1

Task 4: Alternatives Development

Task Objectives

- Develop alternative streetscape designs for the Outer Powell corridor that reflect project goals and objectives.
- Describe alternatives in sufficient detail to allow a clear, objective evaluation in Task 5.
- Develop urban design alternatives addressing site plans.

- Identify methods to preserve and acquire right-of-way.
- Identify potential modifications to the existing local street plan to enhance multi-modal connectivity and safety.

Subtasks

- 4.1 Project Team Work Session - Consultant shall conduct a Work Session with the Project Team members to begin development of Streetscape Design Alternatives, based on products from Tasks 1-3. This Work Session is meant to provide a venue for brainstorming on streetscape elements in consideration of needs, opportunities and constraints in the corridor, and to facilitate the subsequent development of streetscape alternatives and options. Consultant shall consider meeting input in the development of alternatives and options in subtask 4.2.
- 4.2 Streetscape Design Alternatives and Options – Consultant shall develop up to 12 roadway draft and final Streetscape Design Alternatives for previously identified segments on Powell Boulevard to address travel lanes, turn lanes, medians, crosswalks and other design features within the vehicular zone, and other elements within the vehicular area of the roadway. Consultant shall also develop up to six Options for addressing pedestrian, bicycle, stormwater and landscaping needs alongside of the roadway. The purpose of the Streetscape Design Alternatives and Options is to provide some efficiency and flexibility to vary the cross-section of the roadway in response to opportunities and constraints along the corridor as full Alternative Packages and a recommended conceptual design are developed subsequently. Consultant shall prepare roadway Streetscape Design Alternatives and Options with graphic and text descriptions discussing key features of the streetscape designs, how they respond to project objectives, needs, opportunities and constraints, and issues such as trade-offs that should be considered in the subsequent development of Alternative Packages and alternatives evaluation. Illustrations must consist of plan views and typical cross-sections, including dimensions. Consultant shall provide wall size presentation materials suitable for display at public meetings and review sets of the Streetscape Design Alternatives and Options on tabloid size paper for members of the Project Team, TAG and CWG. Streetscape Design Alternatives and Options must be revised in response to comments from TAG Meeting #4.
- 4.3 TAG Meeting #4 - City shall facilitate TAG Meeting #4 for presentation and review of Streetscape Design Alternatives and Options. City shall record participant comments. Consultant shall attend TAG meeting to receive comments in order to revise Streetscape Design Alternatives and Options in response to comments.
- 4.4 Project Team Work Session - Consultant shall conduct a Work Session with the Project Team members to discuss how Streetscape Design Alternatives and Options might be most effectively combined into full Alternatives Packages comprising complete streetscape cross-sections that reflect needs, opportunities and constraints along the corridor. Consultant shall consider meeting input in the development of Alternatives Packages below.
- 4.5 Alternative Packages – Consultant shall combine roadway Streetscape Design Alternatives and bike/pedestrian/stormwater Options previously developed into draft and final Alternative

Packages that depict all design elements in the right-of-way. Up to 12 total Alternative Packages, as determined by the Project Manager, must be produced to address previously identified roadway segments. Alternatives Packages must include plan view illustrations depicting design features and impacts to adjacent property and buildings, and typical cross-section views with dimensions. Illustrations must be accompanied by text discussing key design elements, how the elements respond to project objectives, needs, opportunities and constraints, and issues such as trade-offs that should be considered in the evaluation and refinement of alternatives. Alternative Packages must include the revisions in Subtasks 4.7–4.9 to reflect comments received in TAG Meeting #5, CWG Meeting #4 and Public Open House #2. Consultant shall provide wall size presentation materials suitable for display at public meetings and review sets of the Alternative Packages on tabloid size paper for members of the Project Team, TAG and CWG. Alternative Packages must be provided in electronic format compatible with Microsoft Word, Illustrator, Freehand, AutoCAD and ArcMap GIS as deemed appropriate. Graphics exports for insertion in the final report may be .pdf, .eps or .tif file format.

- 4.6 Urban Design Alternatives – City shall develop up to 16 conceptual Urban Design Alternatives for private development consisting of site plan diagrams or drawings of prototypical development types and uses on exemplary parcels along the corridor. Diagrams or drawings must address the potential replacement of individual driveways with crossover access serving multiple lots, and include text discussing specific tradeoffs and issues associated with each concept, as well as existing implementation opportunities and obstacles within the City’s current regulatory structure.
- 4.7 TAG Meeting #5 - City shall facilitate TAG Meeting #5 for presentation and review of draft Alternative Packages and Urban Design Alternatives. City shall record participant comments. Consultant shall attend TAG Meeting #5 to receive comments in order to revise draft Alternative Packages in response to comments.
- 4.8 CWG Meeting #4 - City shall facilitate CWG Meeting #4 for the presentation and review of draft Alternative Packages and Urban Design Alternatives. City shall record participant comments. Consultant shall attend CWG meeting to receive comments in order to revise draft Alternative Packages in response to comments.
- 4.9 Public Open House #2 - City shall facilitate Public Open House #2 to present draft Alternative Packages and Urban Design Alternatives. City shall record participant comments. Consultant shall attend Public Open House #2 to assist with presenting alternatives; Consultant shall receive comments in order to revise draft Alternative Packages in response to comments.

City Deliverables

- 4.A Urban Design Alternatives
- 4.B TAG Meeting #4
- 4.C TAG Meeting #5
- 4.D CWG Meeting #4
- 4.E Public Open House #2

City Budget: \$25,070

Consultant Deliverables

- 4.A Streetscape Design Alternatives and Options
- 4.B Alternatives Package
- 4.C TAG Meeting #4
- 4.D TAG Meeting #5
- 4.E CWG Meeting #4
- 4.F Public Open House #2

Task 5: Alternatives Evaluation and Selection of a Recommended Alternative

Task Objectives

- Evaluate alternatives against evaluation criteria.
- Identify a recommended alternative for each corridor segment and focus area that best meets evaluation criteria and project objectives.
- Identify issues requiring refinement in the subsequent task.

Subtasks

- 5.1 Alternatives Traffic Analysis - Consultant shall prepare Alternatives Traffic Analysis, a traffic analysis of up to 12 traffic operations for roadway alternatives on previously identified segments for the base year and year 2035. Consultant shall distribute year 2035 AM and PM peak-hour volumes created in Task 3 onto the Alternative Packages. A Year 2000 (as updated) HCM-based program like Synchro, HCS, etc. must be used to analyze future conditions. Preliminary signal warrants (Manual for Uniform Traffic Control Devices Warrant 1 Case A and B) must be evaluated for unsignalized intersections where alternatives call for signals. The 95th percentile queues must be evaluated for all study intersections, using an HCM-based program. The American Association of State Highway and Transportation Officials two-minute rule or Simtraffic (as determined by Region 1 Traffic) must be used for queue calculations at all unsignalized study intersections. Analysis outputs must be expressed in intersection v/c for all signalized intersections, and maximum movement v/c for all unsignalized intersections, and these outputs compared to performance standards in the Portland TSP and Metro RTP. Future build conditions (alternatives) must use the 2003 Highway Design Manual v/c for state facilities. Any designs that affect state facilities need to be consistent with the Oregon Highway Design Manual.

Consultant shall provide traffic counts at up to 12 additional unsignalized intersections or additional graphic illustrations of alternatives. Counts must include daily 14 -16 hour counts, turning counts and classification counts, including pedestrian crossing counts.

- 5.2 Alternative Package Evaluation Technical Memo – Consultant shall prepare draft and final Alternative Package Evaluation Technical Memo comparing Alternative Packages to Task 3 Evaluation Criteria and incorporating traffic analysis results. Actions taken to prepare Alternative Packages Evaluation Technical Memo must include:
- Consultant shall incorporate Alternatives Traffic Analysis.
 - Consultant shall identify a Recommended Alternative Streetscape Plan for each segment and focus area, and describe outstanding issues or concerns, if any, with each alternative.
- Alternative Packages Evaluation Technical Memo must include the revisions in Subtasks 5.6 to 5.8 to reflect comments received at TAG Meeting #6, CWG Meeting #5 and Public Open House #3.
- 5.3 Urban Design Alternatives Evaluation Memo – City shall produce a memo recommending and refining Urban Design Alternatives based on input from TAG, CWG and Public Open House comments. In the Urban Design Evaluation Memo, recommended Urban Design Alternatives must be evaluated against the City’s current design and development regulations, and recommended amendments to the regulations must be identified and compiled.
- 5.4 Local Street and Accessway Report – Consultant shall prepare draft and final Local Street and Accessway Report that investigates the specific needs of neighborhood accessibility for pedestrians and bicyclists in the study area and priority crossing locations of Powell Blvd, for both current and future needs. Local Street and Accessway Report must identify potential amendments to the Far SE Master Street Plan to meet project connectivity, operational and safety objectives and improve the potential for implementation of planned connections, such as by realigning planned streets, replacing planned streets with accessways, and proposing Crime Prevention Through Environmental Design solutions in response to community concerns regarding new access. In addition, the Local Street and Accessway Report must discuss potential measures to consolidate or eliminate driveways along Powell, such as shared driveways and crossover easements. Local Street and Accessway Report must include maps and graphics depicting proposed amendments and solutions, and a text discussion of their rationale. Local Street and Accessway Report must include the revisions in Subtasks 5.6 to 5.8 to reflect comments received at TAG Meeting #6, CWG Meeting #5 and Public Open House #3.
- 5.5 Recommended Alternative Streetscape Plan Graphics – Consultant shall prepare detailed and updated draft and final Recommended Alternative Streetscape Plan Graphics for the Recommended Alternative Streetscape Plan illustrating the full corridor. The Recommended Alternative Streetscape Plan Graphics must illustrate the Recommended Alternative Streetscape Plan on a block by block basis. The updated graphics and text must incorporate the modifications and refinements identified in Subtasks 5.6 to 5.8 to reflect comments received at TAG Meeting #6, CWG Meetings #5 and Public Open House #3. Recommended Alternative Streetscape Plan Graphics must include street cross-sections and plan views, and presentation materials displaying the Recommended Alternative Streetscape Plan Graphics for display at all public meetings. Hardcopies of the Recommended Alternative Streetscape Plan Graphics must also be provided on 11x17 sized paper.

- 5.6 TAG Meeting #6 - City shall facilitate TAG Meeting #6 to present and review draft Alternative Package Evaluation Technical Memo, Urban Design Alternatives Evaluation Memo and draft Local Street and Accessway Report. Consultant shall attend TAG Meeting to present the draft Alternative Packages Evaluation Technical Memo and draft Local Street and Accessway Report and receive comments. City shall document input so that draft deliverables can be revised.
- 5.7 CWG Meeting #5 - City shall facilitate CWG Meeting #5 to present and review draft Alternative Package Evaluation Technical Memo, Urban Design Alternatives Evaluation Memo and draft Local Street and Accessway Report. Consultant shall attend CWG meeting to present the draft Alternative Packages Evaluation Technical Memo and draft Local Street and Accessway Report and receive comments. City shall document input so that draft deliverables can be revised.
- 5.8 Public Open House #3 - City shall facilitate Public Open House #3 to present draft Alternative Packages Evaluation Technical Memo, Alternative Traffic Analysis, draft Recommended Alternative Streetscape Plan Graphics, Urban Design Alternatives Evaluation Memo and draft Local Street and Accessway Report. Consultant shall attend Public Open House #3 to assist with presenting Alternatives Traffic Analysis, Alternative Package Evaluation Technical Memo including its recommended alternative, and draft Local Street and Accessway Report. City shall record participant comments so that draft deliverables can be revised.

City Deliverables

- 5.A Urban Design Alternatives Evaluation Memo
- 5.B TAG Meeting #6
- 5.C CWG Meeting #5
- 5.D Public Open House #3

City Budget: \$49,252

Consultant Deliverables

- 5.A Alternatives Traffic Analysis
- 5.B Alternative Package Evaluation Technical Memo
- 5.C Local Street and Accessway Report
- 5.D Recommended Alternative Streetscape Plan Graphics
- 5.E TAG Meeting #6
- 5.F CWG Meeting #5
- 5.G Public Open House #3

Task 6: Plan Refinement/Implementation

Task Objectives

Refine the Task 5 recommended alternative and develop a set of implementation strategies that:

- Responds to stakeholder feedback
- Synthesizes data and analyses with public and agency input into a set of coordinated, comprehensive implementation recommendations.
- Identifies priority items.
- Identifies a phasing plan for implementing near-term and long-term plan elements over time.
- Addresses right-of-way needs and strategies for right-of-way preservation, acquisition and dedication.
- Clarifies City and State roles, responsibilities and procedures.
- Complete a final report documenting the above outcomes and summarizing the planning process through which they were achieved.
- Report may be further refined based on subsequent feedback during consideration for adoption by the Portland Planning Commission and City Council.

Subtasks

- 6.1 Refinement Traffic Engineering - Consultant shall prepare draft and Final Refinement Traffic Engineering, further refining the traffic engineering and design of the Task 5 recommended alternative by identifying engineering issues that may affect design during preliminary engineering and potential solutions to be considered during preliminary engineering. Consultant shall investigate the impacts to multi-modal traffic operations in greater detail, particularly local circulation and access, pedestrian safety, transit service, turning radii and freight delivery access. The refinements must also consider the stormwater management requirements. The Task 5 recommended alternative may be further refined based on this investigation. The result will not be completed civil drawings. Refinement Traffic Engineering must include the revisions in Subtasks 6.5 and 6.6 to reflect comments received at TAG Meeting #7 and CWG Meeting #6.
- 6.2 Updated Recommended Alternative – Consultant shall prepare Updated Recommended Alternative, updated graphics and text for the Task 5 recommended alternative. The updated graphics and text must incorporate the modifications, refinements and phasing of improvements as determined in Subtask 6.1 above. Illustrations must include street cross-sections and plan views, and presentation materials displaying the Task 5 recommended alternative for display at all public meetings. Hardcopies of the updated graphics must also be provided on 11x17 sized paper. Deliverables must also be provided in digital format for insertion into the Outer Powell Blvd Conceptual Design Plan Final Report.
- 6.3 Project Descriptions and Cost Estimates – Consultant shall prepare draft and final Project Descriptions and Cost Estimates for the Task 5 recommended alternative appropriate for inclusion in the Portland TSP and other relevant plans and project lists. Project Descriptions and Cost Estimates must include the revisions in Subtasks 6.5 and 6.6 to reflect comments received at TAG Meeting #7 and CWG Meeting #6.

6.4 Outer Powell Boulevard Conceptual Design Plan Final Report – City shall prepare draft and final Outer Powell Boulevard Conceptual Design Plan Final Report. Actions taken to prepare Outer Powell Boulevard Conceptual Design Plan Final Report must include:

- i. City shall consult with ODOT and other partnering bureaus and agencies to identify potential funding sources and determine which elements of the plan are most eligible for specific funding sources. City shall identify application and allocation timelines for specified funding sources.

Outer Powell Boulevard Conceptual Design Plan Final Report must include:

- A recommended Conceptual Design Plan based on the Task 5 recommended alternative that identifies the conceptual multi-modal street cross-section, locations and types of proposed improvements, potentially including pedestrian and bicycle improvements; intersection and signal improvements; streetscape amenities; transit stop and rider amenities; stormwater management facilities; and possible changes to driveway access locations.
- Urban Design recommendations, including recommended code amendments to achieve urban design objectives and implement access management.
- A summary of the public outreach and planning process utilized to develop the Conceptual Design Plan.
- An implementation strategy for realizing the Conceptual Design Plan, that:
 - a. Identifies priority items.
 - b. Identifies a phasing plan for implementing near-term and long-term plan elements over time.
 - c. Identifies responsible entities and time frames for implementation strategies.
 - d. Identifies project descriptions and cost estimates for the recommended alternative plan appropriate for inclusion in the Portland Transportation System Plan and other relevant plans and project lists
 - e. Identifies potential partners and funding resources.
 - f. Addresses right-of-way needs and strategies by:
 - Documenting right-of-way preservation, acquisition and dedication needs as they vary throughout the corridor.
 - Documents legal mechanism for reserving and acquiring right-of-way.
 - Documents agreement between the City and State on agency roles and procedures for right-of-way preservation, acquisition and dedication.
- If no consensus can be reached on all elements of a Conceptual Design Plan, the Outer Powell Blvd Conceptual Design Plan Final Report must distinguish between locations in the Project Area where there is consensus and areas where there is conflict. The Final Outer Powell Blvd Conceptual Design Plan must identify any policy conflicts that inhibit the implementation of the OHP, and local and regional plans, and describe why the remaining alternatives are unacceptable to either party and identify the obstacles to consensus. Portland Bureau of Transportation shall recommend that the elements with consensus be advanced to implementation. This

will allow for future discussion of the elements in conflict without stalling implementation of broadly supported improvements.

Outer Powell Blvd Conceptual Design Plan Final Report must include the revisions in Subtasks 6.5 and 6.6 to reflect comments received at TAG Meeting #7 and CWG Meeting #6.

- 6.5 TAG Meeting #7 - City shall facilitate TAG Meeting #7 to present and review the draft Outer Powell Blvd Conceptual Design Plan Final Report. City shall record participant comments in order to revise draft Outer Powell Blvd Conceptual Design Plan Final Report in response to comments. Consultant shall attend the meeting to present the draft Refinement Traffic Engineering, Updated Recommended Alternative and draft Project Descriptions and Cost Estimates and receive comments in order to revise draft deliverables.
- 6.6 CWG Meeting #6 - City shall facilitate CWG Meeting #6 to present and review the draft Outer Powell Blvd Conceptual Design Plan Final Report. City shall record participant comments in order to revise draft Outer Powell Blvd Conceptual Design Plan Final Report in response to comments. Consultant shall attend the meeting to present the draft Refinement Traffic Engineering, Updated Recommended Alternative and draft Project Descriptions and Cost Estimates and receive comments in order to revise draft deliverables.

City Deliverables

- 6.A Outer Powell Blvd Conceptual Design Plan Final Report
- 6.B TAG Meeting #7
- 6.C CWG Meeting #6

City Budget: \$29,772

Consultant Deliverables

- 6.A Refinement Traffic Engineering
- 6.B Updated Recommended Alternative
- 6.C Project Descriptions and Cost Estimates
- 6.D TAG Meeting #7
- 6.E CWG Meeting #6

Task 7: Project Management and Grant Administration**Task Objectives**

Maintain regular communication for project management.

Subtasks

- 7.1 Project Management Database - Consultant shall create a project management database using MS Project or compatible software to account for project time input from ODOT technical staff in Tasks 2 through 6. Deliverable must include a Gantt chart depicting project tasks and subtasks per the schedule described in this SOW. Consultant shall provide WOCPM with an electronic copy of the project management database within two weeks of notice to proceed.
- 7.2 City shall provide progress reports and deliverables to WOCPM.
- 7.3 City shall maintain internal coordination including project management and Commissioner/Mayor briefings.
- 7.4 City shall prepare invoices and review Consultant invoices as needed.
- 7.5 City shall complete project close-out.

City Deliverables

- 7.A Regular progress reports
- 7.B Invoices

City Budget: \$7,024

Consultant Deliverables

- 7.A Project Management Database

City Budget

Task	Task Amount
Task 1 - Public Involvement and Interagency Coordination	\$17,899
Task 2 - Policy Background & Existing Conditions	\$41,920
Task 3 - Needs Opportunities & Constraints	\$65,795
Task 4 - Alternatives Development	\$25,070
Task 5 - Alternatives Evaluation/Recommended Alternative	\$49,252
Task 6 - Refinement/Implementation	\$29,772
Task 7 – Project Management and Grant Administration	\$7,024
TOTALS*	\$236,732

* Amount includes match

Consultant Amounts per Deliverable

	Deliverable	Amount
2A	Stormwater Management Facilities Technical Memo	\$2,674
2B	Right-of-Way Preservation/Acquisition Tools Memo	\$5,849
2C	Traffic Counts	\$568
2D	Existing Conditions Traffic Analysis Technical Memo	\$10,551
2E	TAG Meeting #1 presentations	\$1,142
2F	CWG Meeting #1 Presentations	\$1,142
2G	Community Workshop	\$1,620
3A	Future Traffic Conditions Technical Memo	\$7,934
3B	TAG Meeting #2 Presentations	\$1,222
3C	CWG Meeting #2 Presentations	\$1,222
3D	Toolkit Technical Memo	\$7,425
3E	TAG Meeting #3 Presentations	\$1,212
3F	CWG Meeting #3 Presentations	\$1,212
3G	Public Open House #1	\$2,013
4A	Streetscape Design Alternatives and Options	\$16,662
4B	Alternatives Package	\$18,086
4C	TAG Meeting #4	\$1,260
4D	TAG Meeting #5	\$1,142
4E	CWG Meeting #4	\$1,142
4F	Public Open House #2	\$2,121
5A	Alternatives Traffic Analysis	\$9,350
5B	Alternative Package Evaluation Technical Memo	\$6,488
5C	Local Street and Accessway Report	\$9,728
5D	Recommended Alternative Streetscape Plan Graphics	\$8,670
5E	TAG Meeting #6	\$1,142
5F	CWG Meeting #5	\$1,142
5G	Public Open House #3	\$2,121
6A	Refinement Traffic Engineering	\$2,757
6B	Updated Recommended Alternative	\$4,445
6C	Project Descriptions and Cost Estimates	\$6,640
6D	TAG Meeting #7	\$1,142
6E	CWG Meeting #6	\$1,142
7A	Project Management Database	\$1,005
	TOTAL	\$141,971

Budget Summary

	Grant Amount	Match Amount	Total
City Labor	\$195,074	\$41,658	\$236,732
Consultant	\$141,971	NA	\$141,971
TOTAL	\$337,045	\$41,658	\$378,703

PROJECT SCHEDULE

Task	Schedule
1	Ongoing for duration of project
2	Completion within three months from Notice to Proceed
3	Completion within six months of Notice to Proceed
4	Completion within nine months of Notice to Proceed
5	Completion within 12 months of Notice to Proceed
6	Completion within 15 months of Notice to Proceed
7	Ongoing for duration of project

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

Contractor certifies by signing this contract that Contractor has not:

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

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

AGENCY OFFICIAL CERTIFICATION (ODOT)

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

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

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

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

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

- 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.
- III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS
- This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.
- Appendix B of 49 CFR Part 29 -
- Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**
- Instructions for Certification
1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**
- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IV. EMPLOYMENT

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

entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

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

1. **Compliance with Regulations.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
 2. **Solicitation for Subcontractors, including Procurement of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
 3. **Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act).** During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,
- without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. **Information and Reports.** Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
 5. **Sanctions for Noncompliance.** In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
 6. **Incorporation of Provisions.** Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such

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

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

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

DBE POLICY STATEMENT

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

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

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

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

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

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

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

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

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

VII. LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

EXHIBIT D
ELIGIBLE PARTICIPATING COST

DESCRIPTION

PERSONNEL SERVICES

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