

INTERGOVERNMENTAL AGREEMENT
Willamette Greenway Trail: North Columbia Boulevard – Steel Bridge
City of Portland

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and the City of Portland, Bureau of Parks and Recreation, acting by and through its elected officials, hereinafter referred to as "City," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.
2. City desires to enter into this Agreement in order to develop a project for the Metropolitan Transportation Improvement Program (MTIP). The MTIP schedules spending of federal transportation funds in coordination with significant state and local funds in the Portland metro region. It demonstrates how these projects relate to federal regulations regarding project eligibility, air quality impacts, environment justice and public involvement.
3. State, as the state agency responsible for pass-through Federal-Aid Surface Transportation Funds, is therefore a Party to this Agreement.
4. State and the Portland Urbanized Area Metropolitan Planning Organization (METRO), have entered into Intergovernmental Agreement Number 26835, State Fiscal Year 2011 Unified Planning Work Program (UPWP), and Intergovernmental Agreement Number 24862, ODOT/MPO/Transit Operator Agreement, wherein State and METRO cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process. The project that is the subject of this Agreement is listed in the UPWP, as well as METRO's and State's respective roles and responsibilities. METRO is not a Party to this Agreement due to the existence of Agreement Number 24862 and the UPWP, and any METRO responsibilities mentioned in this Agreement are based on its obligations in these two agreements.
5. A portion of the allocated STP funds for this Agreement will go to repay an Oregon Transportation Infrastructure Bank loan taken out by City and evidenced by the Loan Agreement between State and City dated November 12, 2010, reference number OTIF-0042.
6. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When

City/State
Agreement No. 27276

said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. The following documents are attached hereto and by this reference made a part of this Agreement:
 - a. Exhibit A – Scope of Work
 - b. Exhibit B – Contractor Certification
 - c. Exhibit C – Federal Provisions
2. The purpose of this Agreement is to enable City to conduct concept planning work related to the full trail alignment and development of preliminary segment designs for the 10.5 mile North Portland Greenway Trail, hereinafter referred to as "Project," as described in Exhibit A (scope, schedule and budget summary).
3. A personal services contractor, hereinafter referred to as "Consultant," has been selected by City, pursuant to the process established by ORS 279C.125 and Oregon Administrative Rule (OAR) 137-048-0260, to perform the Project. The Parties agree that State will enter into a personal services contract directly with Consultant and City will manage and direct the Consultant's work in accordance with this Agreement.
4. The Project shall be conducted as a part of the Federal-Aid Urban Surface Transportation Program (STP), Title 23, United States Code. The total Project cost is estimated at \$496,000, which is subject to change. STP Urban funds for this Project will be limited to \$444,800. The Project will be financed with STP funds at the maximum allowable federal participating amount, with City providing the match and any non-participating costs, including all costs in excess of the available federal funds.
5. The term of this Agreement shall begin on the date all required signatures are obtained and Federal Highway Administration (FHWA) approval has been given and shall terminate on completion of the Project and final payment, or two (2) calendar years following the date of the Notice to Proceed (NTP), whichever is sooner. This Agreement may be amended only upon mutual written consent of all Parties. No work shall begin on the Project until City receives written notice from State regarding federal approval for the use of federal funds.
6. The federal funding for this Project is contingent upon approval by FHWA. Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at City's expense.
7. State considers City a subrecipient of the federal funds it receives as reimbursement

under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.

CITY OBLIGATIONS

1. City shall be responsible for the performance of its share of the work described in Exhibit A.
2. City has confirmed with METRO that sufficient funds from METRO's STP Urban allocation are available and authorized for expenditure to pay the costs of the Project. City certifies that sufficient funds are available and authorized to pay the required match to the STP Urban allocation. City is responsible for the required match funds and any non-participating costs beyond the federal reimbursement.
3. City shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit for funds necessary to match States costs in administering the Project.
4. Pursuant to the contract to be entered into between State and Consultant, City shall submit invoices and required supportive documentation regarding specific tasks and the progress on said tasks as shown in Exhibit A (i.e. monthly progress statement), for 100 percent of actual eligible costs incurred by Consultant on behalf of the Project directly to METRO's Project Manager for review and approval. City will also submit its own invoices and required supportive documentation regarding specific tasks and the progress on said tasks as shown in Exhibit A for 100 percent of actual eligible costs incurred by City on behalf of the Project directly to METRO's Project Manager for review and approval.
5. METRO's Project Manager for this Project is John Mermin, METRO, 600 NE Grand Avenue, Portland, OR 97232, 503-797-1747, john.mermin@oregonmetro.gov.
6. METRO, pursuant to Agreement Number 24862 and Agreement Number 26835 with State, will review and approve such invoices and thereafter present invoices and supportive documentation directly to State's Project Manager for review, approval, and payment. Invoices and required supportive documentation shall be presented for periods of not less than one-month duration, based on actual eligible expenses incurred. Invoices shall display 100 percent of total eligible expenses incurred during the period of the invoice, and identify any matching amounts if applicable. Invoices shall also display a categorical breakdown of costs, such as personnel costs (salary and benefits), other direct charges, and indirect charges that are appropriate for this Project. Documentation must be received by METRO before payment will be made, and must include copies of receipts for expenditures or system-generated accounting reports that document actual expenses incurred. City shall be responsible for all matching funds and all non-participating costs.

City/State

Agreement No. 27276

- a. Eligible project expenses are those deemed allowable by the Office of Management and Budget (OMB) Circular A-87.
 - b. In the event the invoice is not approved, State shall request corrective action be taken and accomplished prior to approval of the invoice. The invoice shall be resubmitted with documentation supporting completion of the corrective action.
7. City shall keep accurate cost accounting records. The cost records and accounts pertaining to the work covered by this Agreement shall be retained by City for a period of six (6) years following final payment. Copies shall be made available upon request to State. State may request a copy of City's records pertaining to this Project at any time. When the actual total cost of the Project has been computed, City shall furnish State with an itemized statement of final costs.
8. If City determines that another personal services contractor(s) along with Consultant is necessary to accomplish any work described in Exhibit A, then City and State shall follow a similar process as described in Terms of Agreement, Paragraph 3, of this Agreement to select the contractor.
9. City shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of City's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
10. Any such indemnification shall also provide that neither the City's contractor and subcontractor nor any attorney engaged by City's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that City's contractor is prohibited from defending the State of Oregon, or that City's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against City's contractor if the State of Oregon elects to assume its own defense.
11. City agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without

City/State
Agreement No. 27276

limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, which hereby are incorporated by reference. Without limiting the generality of the foregoing, City expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

12. City shall perform the services under this Agreement as independent contractors and shall be exclusively responsible for all costs and expenses related to their employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
13. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall ensure that each of its contractors complies with these requirements.
14. City acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of City which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
15. City certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of City, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.
16. City's Project Manager for this Project is Kathleen (Kip) Wadden Senior Management Analyst, 1120 SW Fifth Ave., Portland, OR 97204, (503) 823-6152, kathleen.wadden@portlandoregon.gov, or assigned designee upon individual's absence. City shall notify State's Project Managers in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall be responsible for obtaining FHWA approval to obligate the STP Urban funds for this Project.

City/State
Agreement No. 27276

2. Upon approval by FHWA, State shall send a NTP to the City. NTP is a written notification indicating federal approval for the use of federal funds on a project.
3. State shall be responsible for the performance of its share of the work described in Exhibit A.
4. State shall, upon execution of the Agreement, forward to City a letter of request for an advance deposit or irrevocable letter of credit for funds necessary to match its costs in administering the Project.
5. In consideration for the services performed, and upon receipt of monthly City reimbursement requests, along with invoices and supporting documentation, that were approved by METRO for services performed by Consultant, State shall review for approval and make payment to Consultant or City for eligible costs. Said payment shall be within forty-five (45) days of receipt by State of the Project invoices and shall not exceed a maximum amount of \$444,800. Said maximum amount shall include reimbursement for all expenses, including travel expenses. Travel expenses shall be reimbursed to City in accordance with the current State of Oregon Department of Administrative Services' rates.
4. State has no monetary obligation under this Agreement other than in its role as a "pass-through agency" to distribute STP Urban funds for the Project outlined in Exhibit A.
5. State's Project Manager for this Agreement is Bret Richards, Local Agency Liaison, 123 NW Flanders St., Portland, OR 97209, 503-731-8501, bret.n.richards@odot.state.or.us, or assigned designee upon individual's absence. State shall notify City's Project Managers in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of all Parties.
2. State may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by State, under any of the following conditions:
 - a. If City fails to provide services called for by this Agreement and as further outlined in Exhibit A within the time specified herein or any extension thereof.
 - b. If City fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the Agreement.

- d. 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 if State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. As federal funds are involved in this Agreement, Exhibits B and C are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by City representative.
5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or City with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
6. With respect to a Third Party Claim for which the State is jointly liable with the City (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the City in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the City on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the City on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if the State had sole liability in the proceeding.
7. With respect to a Third Party Claim for which the City is jointly liable with the State (or would be if joined in the Third Party Claim), the City shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the City on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the City on the one hand and of the State on the other hand shall be determined by reference to, among other things, the

City/State
Agreement No. 27276

Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. City as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for the organization's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon City's breach of any such conditions that requires State to return funds to the Federal Highway Administration, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of City, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits 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 waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. 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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2010-2013 Statewide Transportation Improvement Program, Key # 17374 that was approved by the Oregon Transportation Commission on December 16, 2010, (or subsequently approved by amendment to the STIP).

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the

City/State
Agreement No. 27276

biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On August 2, 2005, the Director, Deputy Director, Highways and Chief Engineer approved Subdelegation Order No. 5, in which the Director, Deputy Director, Highways and Chief Engineer delegate authority to the Region Managers to approve and sign intergovernmental agreements over \$75,000 up to a maximum of \$500,000 when the work is related to a project included in the Statewide Transportation Improvement Program (STIP) or in other system plans approved by the Oregon Transportation Commission or in a line item in the legislatively adopted biennial budget.

CITY OF PORTLAND, PARKS AND RECREATION, by and through its elected officials

By _____
Mayor

Date _____

By _____
Auditor

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

APPROVED AS TO FORM

By _____
City Legal Counsel

Date CITY ATTORNEY 7/18/11

City Contact:

Kathleen (Kip) Wadden, Senior Management Analyst
1120 SW Fifth Ave.
Portland, OR 97204
503-823-6152
kathleen.wadden@portlandoregon.gov

STATE OF OREGON, by and through its Department of Transportation

By _____
Region 1 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

State Contact:

Bret Richards, Local Agency Liaison
ODOT – Region 1
123 NW Flanders St.
Portland, OR 97209
503-731-8501
bret.n.richards@odot.state.or.us

City/State
Agreement No. 27276

EXHIBIT A- SCOPE OF WORK - Agreement Number 27276

North Portland Greenway Trail Alignment
Eastbank Esplanade (Steel Bridge) to Kelley Point Park

1. PART 1 – NARRATIVE

Background:

- a. The City of Portland was awarded federal funds (2011- 2013) through Joint Policy Advisory Committee on Transportation (JPACT) and METRO Council for the purpose of developing a preferred trail alignment for the 10.5 mile North Portland Greenway Trail (NPGW). Portland Parks and Recreation (PP&R) worked with NPGW trail advocates and the Mayor's Office to have the study moved up from its 2012 programmed slot by obtaining a loan for the grant from the State Infrastructure Bank.
- b. The proposed consultant contract for this study is \$250,000. The City has reserved \$250,000 for a public involvement consultant, City expenses, and anticipated Project costs. The public involvement Consultant will be hired separately by the City and serve as a member of the design team.
- c. The vision for the trail is a continuous shared use path connecting the Eastbank Esplanade (at the Steel Bridge) to Kelley Point Park on the east side of the Willamette River. This Project will determine the actual on the ground trail alignment for all segments of the full corridor. Portions of the trail will be off street but there will be areas on-street and several large street crossings. The study will evaluate physical and environmental design constraints, determine a preferred, buildable alignment and provide moderate level of confidence cost estimates for each segment. The study will recommend interim segment alignments where property acquisition or easements are determined to be an obstacle.
- d. The Consultant's work will be facilitated by previous studies on this alignment. The River Plan – North Reach final preferred greenway trail alignment is the Project's starting point. The final product will be an accurately surveyed and designed 10.5 mile trail alignment that can move into full design development and phased construction segment by segment.
- e. As background for this scope, five (5) maps and fourteen (14) segment descriptions have been included. The Project will focus on twelve (12) of the fourteen (14) segments (two (2) are built) but the whole alignment must connect. In addition a level of confidence chart for each segment and a draft Consultant checklist should be useful in understanding the full range of tasks needed to complete the design work for each trail segment.
- f. The NPGW trail alignment project will be staffed by PP&R, State Planning and METRO with the support of a Consultant team. The trail will serve as a direct and continuous route (wherever possible separated from automobile traffic) facilitating bicycle and pedestrian mobility between the Steel Bridge and Kelly Point Park. Existing connections at each end of the trail extend the forty (40) Mile Loop trail to Vancouver, Washington (via Marine Drive trail) and to Gresham (via Springwater Corridor).
- g. The preferred NPGW trail alignment will include areas adjacent to the Union Pacific Railroad (UPRR) property. Facilitation and negotiation with the railroad are an essential task in this scope. In other locations the trail will parallel the UPRR through both industrial and natural area properties along the river. At a few locations (Rose Quarter, Larabee Ramp, Cement Road and Swan Island) on-street trail alignment using the right of way may be the only alternative.

2. Key Scope Work Elements

- a. Trail Segment Narrative Descriptions
- b. Task Descriptions and Methodology
- c. Public Outreach Task Summary
- d. Condensed Trail Segment and Level of Confidence Chart (color coded to maps)
- e. Trail Segment Consultant Checklist
- f. Four color coded trail segment maps
- g. Full trail length map showing color coded segments

City/State
Agreement No. 27276

3. Purpose Statement:

- a. The purpose of the Project is to plan the full trail alignment and develop preliminary segment designs for the 10.5 mile NPGW Trail. A series of previous studies have evaluated different alignment possibilities for the trail and these studies are the starting point for this Project.
- b. The trail alignment will pass through and parallel a wide variety of land uses including: existing heavy and light industrial uses; environmentally sensitive land, formerly contaminated and remediated areas; park and natural areas; developed and undeveloped street right of way, private land requiring easements; physically constrained areas; the UPRR's Albina Yard, and major street crossings including Rose Quarter, Lombard Street and Columbia Boulevard.
- c. Each segment has its design challenges which include physical and environmental constraints. The trail segment descriptions included in the scope break the trail into fourteen (14) discrete segments (condensed and color coded into four (4) trail maps). The segment descriptions provide current information, note key issues and define consultant tasks and final products for each segment. The Consultant work on each segment will be combined to determine the final optimal alignment while considering property-acquisition costs, environmental impacts, construction costs and adverse impacts to private property owners and neighbors.
- d. This Project will consolidate all the previous trail research, planning and design work, fill information gaps and create a final detailed engineering package for a buildable trail alignment. The final package will include clear design parameters for each of the twelve (12) trail section, detailed land use issues, regulatory and environmental impacts (with costs) and provide construction cost estimates for each trail segment. The trail can be constructed in phases.
- e. Public outreach to residents, trail users and impacted property owners will be integral to this Project. The public involvement specialist, and the Consultant team will work closely with immediate trail neighbors and the broader community of cyclists, trail and recreation advocates, UPRR and University of Portland (U of P). The Consultant team will be responsible for developing materials for public meetings but will not be responsible for organizing or implementing the public outreach strategy for the Project.

4. Project Outcomes:

- a. A buildable trail alignment, recommended typical designs, identification of design solutions for technically challenging spots, and preliminary cost estimates.
- b. The final products should be designed at approximately a ten (10) percent engineering level, for most segments.
- c. Identification of technical issues along the preferred trail alignment, and preliminary trail segment designs and layout that follow existing State and City standards.
- d. Moderate Confidence Plans that identify planning, environmental and design requirements necessary to successfully build each segment.
- e. Communication with stakeholders. Identify, document and, if possible, resolve key stakeholder and adjacent property owner concerns and issues.
- f. Inform the public throughout key phases of the project and respond to public comments.

5. Summary of Trail Segment Information

- a. This section describes individual segments of the overall trail and indicates what information is available and the level of confidence of that information. It describes, generally, tasks needed and final products desired. All final products assume the inclusion of cost estimating as part of the final design document.

Segment 1		Rose Quarter – Steel Bridge to UPRR Albina Yard
1. Available Information		The northeast Quadrant and Rose Quarter planning studies are essential projects for determining the alignment of the trail through the Rose Quarter. The NPGW Trail connection from Rose Quarter to Steel Bridge/Eastbank Esplanade has not been carefully studied. Options are limited to land above the railroad yard along the river because of river dependent businesses that front the river. The trail is intended to connect with UPRR Albina Yard segment via the Larabee ramp and River Road. Existing alternate on-street route is Interstate Avenue & Greeley Avenue.
2. Key issues		The connection to the NPGW Trail at the Steel Bridge is most practical at the street level from the Esplanade ramp. Redevelopment of the old Thunderbird hotel site should allow for the trail to be riverside. The trail could include viewpoints and be integrated with commercial or housing uses. This trail segment will require several street crossings such as at the Broadway Bridge. There are several potential properties that may be suitable for a trail easement which would allow the trail to be off the street. Consultant will be asked to examine property ownership along the proposed route to determine opportunities and constraints.
3. Alignment Level of Confidence		Low – as it has not been studied. However, there is strong City commitment to finding an alignment that works with proposed land use and traffic changes.
4. Tasks		Identify property ownership of key parcels and opportunities for trail use. Review work of north/northeast Quadrant and Rose Quarter groups for trail consistency. Consult with Portland Bureau of Transportation (PBOT) on crossing and Right of Way (ROW) issues. Consider cost, safety and practical feasibility to insure a buildable alignment. Segment on Thunderbird site has potential for esplanade quality with viewpoints.
5. Final Products		Design of a cost effective and relatively safe trail alignment connecting to UPRR Albina Yard. Identify ROW issues, easements and high cost elements (structures).
6. Comments		This may not be the prettiest section of the NPGW Trail but it is a key link to the Esplanade and downtown. Wayfaring on the trail needs to make sense to riders.

Segment 2		UPRR Albina Yard to Swan Island
1. Available Information		Separate study conducted by Alta Planning (Alta) detailed three (3) alternative alignments and the study needs to be re-visited. The task is to see if an agreement between the City and UPRR can be reached for use of the road, or if another alignment which does not impact the rail yard is required.
2. Key issues		North Port Center Way is not public and therefore any shared use must be granted by UPRR. UPRR has consistently been resistant to shared use although truck traffic is light. Key here will be railroad discussion and presenting options that might benefit UPRR in some way.
3. Alignment Level of Confidence		Low. Alta recommendations a need to re-visited in light of what truly is buildable. A shared on-street path may be the most feasible scenario.
4. Tasks		Review Alta Study and existing conditions. Review current bike lane options on Interstate 5 (I-5) & Greeley Avenue and how they tie in. Determine safest, cost effective connection through UPRR Albina Yard without encroaching on active lines, compromising safety for trail users or impacting current vehicle use.
5. Final Products		Two Alignments Preferred - UPRR Albina Yard - Using the "Cement Road" as a design option. Alternate - Trail segment which avoids UPRR Albina Yard but connects with Rose Quarter and Swan Island.
6. Comments		It is important to have two (2) alignments even if one is long term. The NPGW vision really depends upon trail access through UPRR Albina Yard in order to transit from the Steel Bridge to Swan Island without using I-5 or Greeley Avenue. UPRR has expressed interest in modifying the curve at the Steel Bridge. This may allow room for negotiation and trade offs not available previously.

Segment 3	Swan Island
1. Available Information	The Swan Island Trails Action Plan (2004) is the guiding document for the build out of a pedestrian and bike system on the island. The River Plan North Reach (2010) identifies a preferred NPGW alignment and this is the option being pursued for this Project. A new PBOT grant has been submitted for Going Street corridor – called “Going to the River.”
2. Key issues	Issues surrounding the trail on Basin Avenue have been vetted and it will be on-street connecting to the Waud Bluff overpass/trail and to the future NPGW Trail along the UPRR beneath the U of P bluff. PBOT has taken the lead on improving sidewalks and bike lanes. Key issue for this study is the connection from the river to Basin Avenue.
3. Alignment Level of Confidence	Very High This trail segment is partially built and design needs to be completed
4. Tasks	Identify missing segments and constraints. Survey may be available from Big Pipe project. Design trail connection from the River to Basin Avenue.
5. Final Products	Trail segment that connects built and unbuilt sections on Swan Island to Waud Bluff trail and route to the south.
6. Comments	Trail connects to the Bureau of Environmental Services (BES) treatment plant segment via the “concrete road.” Alignment is currently used informally though technically illegal. There is a piece of trail section in front of the Daimler Headquarters that disrupts the route next to the river and diverts the trail into a parking lot. This should be examined.

Segment 4	University of Portland (U of P)
1. Available Information	2010 Engineering Students study of lower bluff trail. This is a good starting point. University of Portland campus master plan includes a trail on its “Triangle” riverfront property.
2. Key issues	Narrowness of rail corridor area below the bluff is very challenging. UPRR cooperation will be essential. Public Safety, wildlife corridor and river zoning constraints will all provide challenges. There will be at least one road/trail intersection along the route for access to upper U of P. campus.
3. Alignment Level of Confidence	Low where space is constrained on land next to the Railroad (RR) below the bluff. High along the large riverfront property. U of P has committed to the trail and working with the City.
4. Tasks	Using Lidar and spot survey, design a trail next to rail line under the bluff. Work with UPRR on alignment, spacing and fencing. Look at affordable alternatives that minimize riparian impact. Trail segment through Triangle property may require at grade crossing. Determine UPRR requirements? Determine potential land use and mitigation requirements.
5. Final Products	Trail design that creates an alignment from Swan Island to McCormick Baxter.
6. Comments	Negotiations with the UPRR and U of P are key elements. Potential exists for rail with trail segment. Connection from Waud Bluff overpass to Willamette Cove needs to be made minimizing a rail crossing.

Segment 5	McCormick Baxter
1. Available Information	Lots of information on the site, its past and current condition is available through Department of Environmental Quality (DEQ) which handles day to day monitoring. DEQ is receptive to a trail pending easement agreement.
2. Key issues	Proximity to cap and UPRR. Property easement must be acquired. DEQ is considering selling the land in the near future but they are still willing to pursue a trail easement.
3. Alignment Level of Confidence	High. We know where the trail is intended to go. But we will need to negotiate access through an easement or other tool.
4. Tasks	Determine alignment for connectivity north and south. Define easement area to allow for legal public access. Determine if any additional state or federal environmental sign offs are necessary.
5. Final Products	Trail design that will fit the site conditions and meet DEQ requirements. Site is open and unobstructed. Trail may need to fence out people from the site – at least initially.
6. Comments	U of P may still be interested in acquiring the land. Metro & PP&R staff will work with the

City/State
Agreement No. 27276

	consultant and handle easement negotiations.
--	--

Segment 6	Willamette Cove
1. Available Information	Willamette Cove Trail Alignment Study was finalized January 2010. Agreement has been reached on conceptual trail alignment.
2. Key issues	At this point the trail must stay upland and any future connecting trails to the water will have to wait. A viewpoint and a pull out for this trail are desirable.
3. Alignment Level of Confidence	Very high
4. Tasks	Lidar and spot survey. Work with METRO and DEQ to avoid any contaminated areas. Determine land use and mitigation requirements (especially tree cutting) for trail impact. Mitigation can be tied into restoration plans for the site.
5. Final Products	Final trail alignment and trail design connecting to McCormick Baxter and Lampros Steel. River viewpoint and pull out incorporated into the trail design to take advantage of views.
6. Comments	Metro is expecting "No Further Action" from DEQ on upland site where trail will transverse. This will make the alignment much easier to locate and design.

Segment 7	Lampros Steel (to BES Water Lab)
1. Available Information	Easement negotiations have been in the hands of Metro property managers. Assumption is the trail will be located on the riverside of future development. Connection from Willamette Cove trail segment will turn toward the river on Willamette Cove property to meet Lampros segment and then turn north.
2. Key issues	Development or potential sale of this vacant site will trigger the trail easement. However it would be great to have the easement secured and built into the sale.
3. Alignment Level of Confidence	High
4. Tasks	Lidar and spot survey. PP&R will work with Metro on finalizing easement. Worst case is that we assume twenty-five feet (25') from TOB set back that connects with BES Lab segment and minimizes river impact.
5. Final Products	Trail design for alignment connecting Willamette Cove with BES Water Lab. Assessment of river setback requirements and any mitigation required to comply with code.
6. Comments	This is an easy segment to design the difficulty is the status of the property & easement.

Segment 8	Cathedral Park (Connection from BES Water Lab) to Decatur Street
1. Available Information	2009 Master Plan provides the NPGW Trail alignment on-street (Pittsburg to Crawford Street to Baltimore Street then turning north onto Decatur Street ROW. There is an additional path that will run through the park – but it will be a park and pedestrian path built at a later time.
2. Key issues	The on-street alignment will work all year, all the time and is preferred to avoid park user conflicts and to keep the trail out of the flood plain (it will flood!)
3. Alignment Level of Confidence	High
4. Tasks	Lidar and spot survey; Work with PBOT on ROW and BES on storm water issues as the trail will be incorporated into a green street design on Crawford. Examine potential land use issues. Use Cathedral Park Master Plan for guidance.
5. Final Products	On-street trail segment alignment and design connecting BES Water lab to Decatur Street.
6. Comments	The on-street trail street alignment will also provide a green street improvement. Eventually an upland park path will provide an alternate route for slower bikers who are willing to yield to pedestrians and park users. That path would be usable mainly in drier months.

Segment 9	Baltimore Woods (Decatur Street) to Lombard Street crossing
1. Available Information	Friends of Baltimore Woods (FOBW) Feasibility Study covers the Decatur Street corridor. The trail then dips into six (6) acres of newly acquired public property to the north and surfaces on- street to a Lombard Street crossing.

2. Key issues	ROW trail corridor needs to connect into the six (6) acre natural area and allow existing easements to function safely. Efforts to acquire additional land and weave the trail by Crown, Cork and Seal may not be feasible so an on-street alignment to Lombard should be explored. Trail location needs to be sensitive to ROW concerns, restoration needs and natural area issues in the Baltimore Woods corridor.
3. Alignment Level of Confidence	High confidence in using the underdeveloped ROW and connecting it into the new six (6) acre parcel recently purchased for a natural area. Trail will need to share ROW with vehicle access on north end of Decatur.
4. Tasks	On-street connection to Lombard Street will need to be analyzed with PBOT input. Work with PBOT on Decatur ROW use and how to make it a safe multi-modal corridor in a residential area. Work with transportation on Lombard Street crossing into Pier Park neighborhood streets. Work with BES & METRO to develop a design sensitive to adjacent natural areas.
5. Final Products	Trail alignment that works with existing houses on Decatur and connects with new six (6) acre natural area, uses existing surface streets and safely crosses Lombard Street.
6. Comments	Trail may need to outlet at the north onto North Reno Street and then cross Lombard Street as it heads to Pier Park. Trail has potential for view spots and pull out.

Segment 10	Pier and Chimney Parks
1. Available Information	Good park information on existing trails and park uses. Current bridge project will provide excellent information for trail alignment. Use existing surface street information to direct trail users into the park without conflicts.
2. Key issues	Americans with Disabilities Act (ADA) trail in Pier will be important. Trail width to accommodate multiple park users is critical as will be signage about bike speeds once installed. Combined trail – park use is not ideal and cautionary signage is critical to protect all users. Chimney trail alignment not set yet.
3. Alignment Level of Confidence	High
4. Tasks	Lidar and spot survey new trail alignments in Pier and Chimney must be ADA.
5. Final Products	Lombard street crossing design. Trail design and alignment to and through Pier Park, across the new bridge and through Chimney Park to Columbia Boulevard.
6. Comments	Pier-Chimney bridge over UPRR is funded and project begins design in early 2011. Construction late 2011 or early 2012

Segment 11	Columbia Boulevard to Landfill Trail (over the Slough)
1. Available Information	From Chimney Park the trail crosses Columbia Boulevard. Recent study by Alta Planning (funded by Metro) determined the preferred alternative for trail alignment over the Columbia Slough to the landfill entrance. Segment should build on this study.
2. Key issues	Avoiding impacts to private property owners, trail user safety and using existing infrastructure where possible.
3. Alignment Level of Confidence	High
4. Tasks	May need a survey. Identify land use issues in City Code and any concerns from adjacent properties. Determine any PBOT requirements. Analyze land use issues for permitting.
5. Final Products	Columbia Boulevard pedestrian and bike crossing designed. Preliminary engineering and costs for trail segment from Columbia Boulevard into the landfill using and improving existing infrastructure.
6. Comments	Trail crosses the Columbia Slough and shares roadway and bridge into landfill entrance. Metro is looking at possible trail head site near landfill entrance.

Segment 12	Landfill Trail to Proposed North Slough Bridge
1. Available Information	The trail alignment in the landfill is set and confirmed by the 2010 Metro – Smith Bybee Natural Resource Management Plan (NRMP).
2. Key issues	Design trail suitable for landfill cap and protect public safety with fencing. Landfill is still monitored. Take advantage of landfill and wetland viewpoints and access to the slough.
3. Alignment Level	Very High

of Confidence	
4. Tasks	Use Lidar and complete necessary survey work to connect trail with preferred location for North Slough Bridge location (2010 Metro study done by Exceltech). Follow direction from updated Smith Bybee NRMP regarding fencing location, viewpoints and safety measures.
5. Final Products	Trail alignment that connects with Columbia Boulevard segment and terminates at the preferred North Slough bridge location. Trail design suitable for landfill location.
6. Comments	The proposed North Slough bridge connects with the Port of Portland (Port) trail that runs through Rivergate. The Port trail connects with the Marine Drive trail and Kelley Point Park which has its own trail system. The Port trail has been closed due to a trail blow out. The revised Smith Bybee NRMP proposes building the North Slough Bridge and repairing the Port trail.

North Portland Greenway Trail Alignment Task Descriptions & Schedule

6. TASK 1 (Review of Existing Materials)

a. Consultant Deliverables:

- i. *Remaining Issues Technical Report.* This report defines what technical, stakeholder and design issues are still unresolved from previous studies. These issues set the Consultant's agenda for completing Tasks 2 & 3.
- ii. Review all existing plans and studies that have been prepared previously for the trail alignment. Information will be provided through City of Portland.
- iii. Submit a first draft of Consultant *Checklist for all Trail Segments* to serve as a baseline condition for the Project.

b. Task Completion Date

- i. Completed within the first ninety (90) days of the Notice to Proceed (NTP).

c. City Deliverables

- i. City staff will provide access to existing plans and studies.
- ii. City review's draft Consultant check list for completion and gaps.
- iii. City provides additional detailed information from City or agency databases as needed for the *Technical Issues* report.

d. Task Completion Date

- i. Provide all available substantive materials to Consultant within the first forty-five (45) days from NTP. Additional information provided on an as-needed basis but timeframe will depend upon the original source of information.

7. TASK 2 (Develop a Project Completion Schedule)

a. Consultant Deliverables:

- i. Project management team confirms segments or identifies segment packages (trail segments may be grouped together if applicable).
- ii. Overall Project completion schedule is drafted.
- iii. Prepare estimated timeline for:
- iv. Resolving the issues in Task 1.
- v. Completing stakeholder interviews.
- vi. Railroad (RR) review, RR materials preparation and comment.
- vii. Survey, design, and draft trail segment packages.
- viii. Connecting design work to public meeting schedule.
- ix. Draft final Project materials completed and submitted.
- x. Final trail alignment packages edited and submitted.
- xi. Substantial project completion date.

b. Task Completion Date

- i. Completed within the first sixty (60) days from NTP start but it will be continually updated.

c. City Deliverables

- i. Work with Public Involvement Consultant to align the design schedule with the outreach and public meeting schedule.
- ii. Work with Public Involvement consultant to complete the Public Involvement Plan and set up the Joint Advisory Committee.
- iii. Collaborate with Public Involvement consultant to complete the sequence of public outreach tasks described in the Public Involvement scope in unison with design Consultant Project tasks. Examples of these tasks include project communication, stakeholder outreach, developing interview materials and media contacts.

d. Task Completion Date

- i. Complete the schedule and Public Involvement Plan within the first sixty (60) days of the NTP start but it will be continually updated. Remaining tasks are on-going for the duration of the Project.

8. TASK 3 (Unresolved Issues (Task 1))

a. Consultant Deliverables:

- i. Consultant checklist for all trail segments substantially completed.
- ii. Preliminary trail alignment report submitted addressing how unresolved issues for each segment were resolved.
- iii. Identify any unfinished tasks that prevent a segment design from being completed.
- iv. Prepare simplified public meeting materials for preliminary alignment
- v. Alignment maps
- vi. General issue identification and solution determined
- vii. Remaining constraints and task list

b. Union Pacific Railroad Sub Task

- i. Develop a railroad communication plan with the help of the consultant's UPRR expert.
- ii. Details of all UPRR requirements, costs and review timelines must be mapped out to be consistent with the Project timeline.
- iii. UPRR issues will be relevant through the entire Project.

c. Task Completion Date

- i. Unresolved issues, Checklist, public meeting materials and RR sub task completed within the first 180 days from the NTP date.

d. City Deliverables

- i. Work with design team and public involvement Consultant to organize public meeting and materials for preliminary alignment review
- ii. City verifies Consultant checklist completion.
- iii. City and Consultant agree on priority of unfinished tasks and completion timeline.
- iv. City and Consultant work on plan for managing UPRR coordination as it applies to timeline.

e. Task Completion Date

- i. Completion schedule parallels consultant. City agrees to turn around comments and changes within fifteen (15) days of receiving draft materials for review – unless otherwise agreed upon.

9. TASK 4 (Individual trail segments: trail design, sections & elevations)

a. Consultant Deliverables:

- i. Prepare Lidar base map for overall alignment and segments. PPR, PBOT and Bureau of Planning and Sustainability GIS staff will assist with Lidar base.
- ii. Determine essential spot surveys sites to be completed along the alignment.
- iii. Prepare a property impact summary and map to document private property impacts of the recommended trail alignment. Explain issues with significantly impacted properties.

City/State

Agreement No. 27276

- iv. Summarize RR issues as they relate to specific segments and propose solutions.
 - v. Provide a GIS layer to identify and calculate parcel-specific right-of-way needs for the recommended trail alignment.
 - vi. Provide preliminary engineering trail segment design package. Each segment should include a preliminary grading plan, trail design details, vertical cross sections and road crossing details (as well as preliminary design cost estimates – Task 4).
 - vii. Consultant shall prepare drawings of typical trail cross-sections consistent with drawings normally provided in engineering plan sets. The first typical section shall provide a **minimum trail width** to address constrained locations. The second typical section shall provide a **standard path design** to be used where conditions permit.
 - viii. The actual dimensions and designs reflected in the typical sections must be determined in consultation with city staff and must consider *Trail Design Guidelines for Portland's Park System* (PP&R, May 2009) and the *AASHTO Guide for the Development of Bicycle Facilities* (1999).
- a. **Task Completion Date**
 - i. All tasks completed within 365 days from the NTP start date.
 - b. **City Deliverables**
 - i. Lidar Survey elements.
 - ii. Legal descriptions for easements and acquisitions of publicly owned property.
 - iii. City guidelines for trail development in different zoning – if applicable.
 - iv. PP&R trail design guidelines.
 - v. Coordinate PBOT, BES and BDS response to technical issues and concerns.
 - vi. Collaborate with consultant and public involvement sub-consultant on private property impact issues. Assist in communication and resolution strategy.
 - c. **Task Completion Date**
 - i. City will be available to help and to provide critical information for consultant Task 4 in a timely manner to insure that this work can be completed within twelve (12) months of the NTP.

10. TASK 5 (Cost estimates for each segment)

- a. **Consultant Deliverables:**
 - i. Produce moderate level confidence cost estimates using consistent methodology for each trail segment. Construction costs need to include technical planning such as, permitting requirements, fees and estimated mitigation for impacts.
 - ii. Estimates should be developed on a segment basis, should include the cost of structures required for the trail (e.g. retaining walls), and must document the underlying unit costs and estimate assumptions.
- b. **Task Completion Date**
 - i. Task completed within forty-five (45) days after the draft alignment plan is completed (365 days from NTP).
- c. **City Deliverables**
 - i. City will coordinate broad review of cost estimates with PBOT, BDS, BES, METRO and other agencies who will be imposing development fees and development requirements.
- d. **Task Completion Date**
 - i. City will respond within thirty (30) days of receiving draft estimates and twenty-one (21) days of receiving final estimates.

11. TASK 6 (Final Trail Alignment)

- a. **Consultant Deliverables:**
 - i. Recommended trail alignment map shown on an aerial base.
 - ii. Recommended segment trail alignment maps on aerial base.

- iii. *North Portland Greenway Trail Alignment Plan Report*
 - iv. Summary of plan process including outreach to property owners, stakeholders and the general public (summary text to be provided by City).
 - v. General Summary of environmental issues, permitting requirements, land use requirements and property impacts for the overall alignment.
 - vi. Trail segment implementation priorities based on approved criteria ranking.
 - vii. Finalized preliminary ten (10) percent engineering trail segment design package.
 - viii. Cost estimates (in excel format).
 - ix. Summary of UPRR approval process and UPRR requirements for impacted segments.
- b. **Task Completion Date**
- i. Task completed within 4 months after the draft alignment plan is complete. This is approximately sixteen (16) months from the NTP date. Task allows for thirty (30) day City review and thirty (30) days for consultant to make final changes. Unless otherwise agreed upon.
- c. **City Deliverables**
- i. City will collaborate with design Consultant in preparation of these materials ranging from format decisions to detailed content review.
 - ii. Summary text to be provided by City of plan process including outreach to property owners, stakeholders and the general public.
 - iii. Public Outreach summary provided through the Public Involvement sub-consultant
 - iv. City will coordinate bureau and agency review of the draft final materials and provide comments within thirty (30) days of receiving them.
 - v. City will collaborate with public involvement sub-consultant to insure stakeholder concerns are resolved satisfactorily.
 - vi. City will sign off on finals project materials as appropriate for ten (10) percent engineering design.
- d. **Task Completion Date**
- i. City will complete review of the Consultant's final materials with detailed comments within thirty (30) days of receiving them unless otherwise agreed upon. Ideally all materials will be finalized and approved within eighteen (18) months from the NTP date.

12. North Portland Greenway Trail Alignment

- a. **Public Outreach Task Summary:** Responsibilities for public outreach on this project will be handled by the City of Portland and these services will be sub-contracted out separately from the design contract. Consultant team is responsible for attending public meetings and fully collaborating with the City and PI sub-consultant on the public involvement plan task list.
- b. **Deliverables Overview**
- i. Design Consultant shall provide City with draft deliverables at least three (3) days prior to any Advisory Committee or public meeting at which they will be discussed.
 - ii. City shall be responsible for meeting logistics, including locations and scheduling.
 - iii. Design Consultant shall attend:
 - iv. Six (6) combined PAC/TAC meetings
 - v. Three (3) Public Open Houses
 - vi. Up to twenty (20) individual stakeholder meetings or phone calls
 - vii. One (1) City Council presentation
 - viii. Products presented at Advisory Committee and public meetings are considered drafts, and must be edited to incorporate meeting input to be finalized.
- c. **Task Completion Date:** On-going from NTP through the Project.
- d. **General Public Outreach Objectives:**
- i. Identify and develop a database of key project stakeholders, interest groups and community based organizations including but not limited to adjacent neighborhood and business associations, impacted property owners.

- ii. Identify areas of community and stakeholder interest, support, and concerns.
 - iii. Engage community groups, impacted private property owners and the general public in understanding the trail alignment to maximize benefits and minimize negative impacts.
 - iv. Engage in public outreach activities that address the unique outreach needs and opportunities of the low-income, elderly and disabled, Native Americans and Tribal interests.
 - v. Public Involvement task will be focused on providing information and project updates. Previous planning efforts have confirmed the NPGW Trail is a city transportation and recreation priority.
- e. **City and PI sub-consultant Deliverables**
- i. PP&R and public involvement sub-consultant will develop a Public Involvement Plan which will include roles and responsibilities of participating public agencies, stakeholders, community, business and neighborhood associations (all identified stakeholder groups). Additionally the Public Involvement Plan will include strategies and outcomes for engaging stakeholder involvement in the Project. Elements of the plan may include – but are not limited to:
- f. **City Responsibilities through its public involvement sub-consultant:**
- i. Recruiting a Joint Project & Technical Advisory Committee with members from Union Pacific Railroad, Metro, U of P, neighborhood associations, community based organizations, assorted agencies and other stakeholders.
 - ii. Compiling a list with contact information of property owners and business tenants adjacent to the proposed trail.
 - iii. Contacting identified project stakeholders, interest groups and community based organizations over the course of the Project to provide updates on the Project and seek input.
 - iv. Developing the materials and strategies for distributing information, soliciting input and recruiting participation. This can include emails, websites, mailers, e-news, and in person updates..
 - v. Organizing and facilitating an initial Advisory Committee meeting to discuss the Project and its planning process. Subsequent Advisory Committee meetings will occur as the Project schedule is defined.
 - vi. Facilitate meetings and produce notes from all Advisory Committee meetings
- g. **Task Completion Date:** Public Involvement Plan is to be completed within the first sixty (60) days from NTP. Otherwise public involvement tasks are on-going through the Project.
- h. **Consultant Responsibilities (Task 3)**
- i. Conducting stakeholder interviews with up to twenty (20) private property owners or tenants where a significant impact to the use of their property is anticipated. Interviews are to identify and clarify issues, such as circulation needs for trucks at a business, to determine how a new trail may potentially impact properties, uses and occupants, and to inform project work in its design tasks. The City Project Manager, in consultation with the Consultant Project Manager, shall determine interviewees and when in the course of the Project interviews will be conducted. Interviews may take place in person or by phone. It is anticipated that interviews will average ½ hour each. (City and Consultant will work together to develop the interview questions.)
- i. **Task Completion Date:** This task needs to be completed within the first nine (9) months from NTP.
- i. Preparing materials for and participating in meetings for Advisory Committee and Public Meetings.
- j. **Task Completion Date:** On going through the Project.
- k. **City and PI sub-consultant Deliverables:**
- i. Roster of joint Advisory Committee (PAC/TAC) membership
 - ii. Contact list of adjacent property owners/business tenants
 - iii. Project website (PP&R).
 - iv. Advisory Committee and Open House planning and agendas
 - v. Summary of Advisory Committee meetings
 - vi. Additional documentation of UPRR issues/concerns on trail alignment (PP&R)
 - vii. List of stakeholder interview questions
 - viii. Public Involvement Plan (PP&R & sub consultant)

- ix. Create three (3) opportunities for broad public comment on project in a timeframe ranging from start to completion. (Referred to as Open Houses)
 - x. Develop and update a public involvement calendar that aligns with Consultant Project completion calendar.
 - xi. Summary of public outreach for incorporation into project final report.
 - xii. Handle media contact and news releases.
- l. Task Completion Date:**
- i. Due dates for specific tasks will be specified in the general project schedule and in the Public Involvement Plan based on NTP date. Meeting dates will be tentative placeholders until confirmed. Tasks are on-going through the Project.
- m. Consultant Public Involvement Deliverables (Task 3):**
- i. Documentation of private property owner issues/concerns on trail alignment.
 - ii. Consultant will provide a written summary of the interviews including issues, concerns and suggestions regarding the project.
 - iii. Materials to project partners three (3) days prior to Advisory Committee meetings and Public Open Houses to allow for approval and distribution and to upload to the project website.
- n. Task Completion Date:**
- i. The public involvement schedule will be linked with the design consultant deliverables schedule. It is anticipated that the Advisory Committee will meet every two (2) – three (3) months and that the three (3) major public meetings will be spread approximately four (4) to six (6) months apart. The estimated project schedule will target a completion date eighteen (18) months from the NTP start date. Flexibility for overrun will be taken into account as schedule may slip but must be completed within twenty-four (24) months of NTP date.

City/State
Agreement No. 27276

North Portland Greenway Trail Alignment

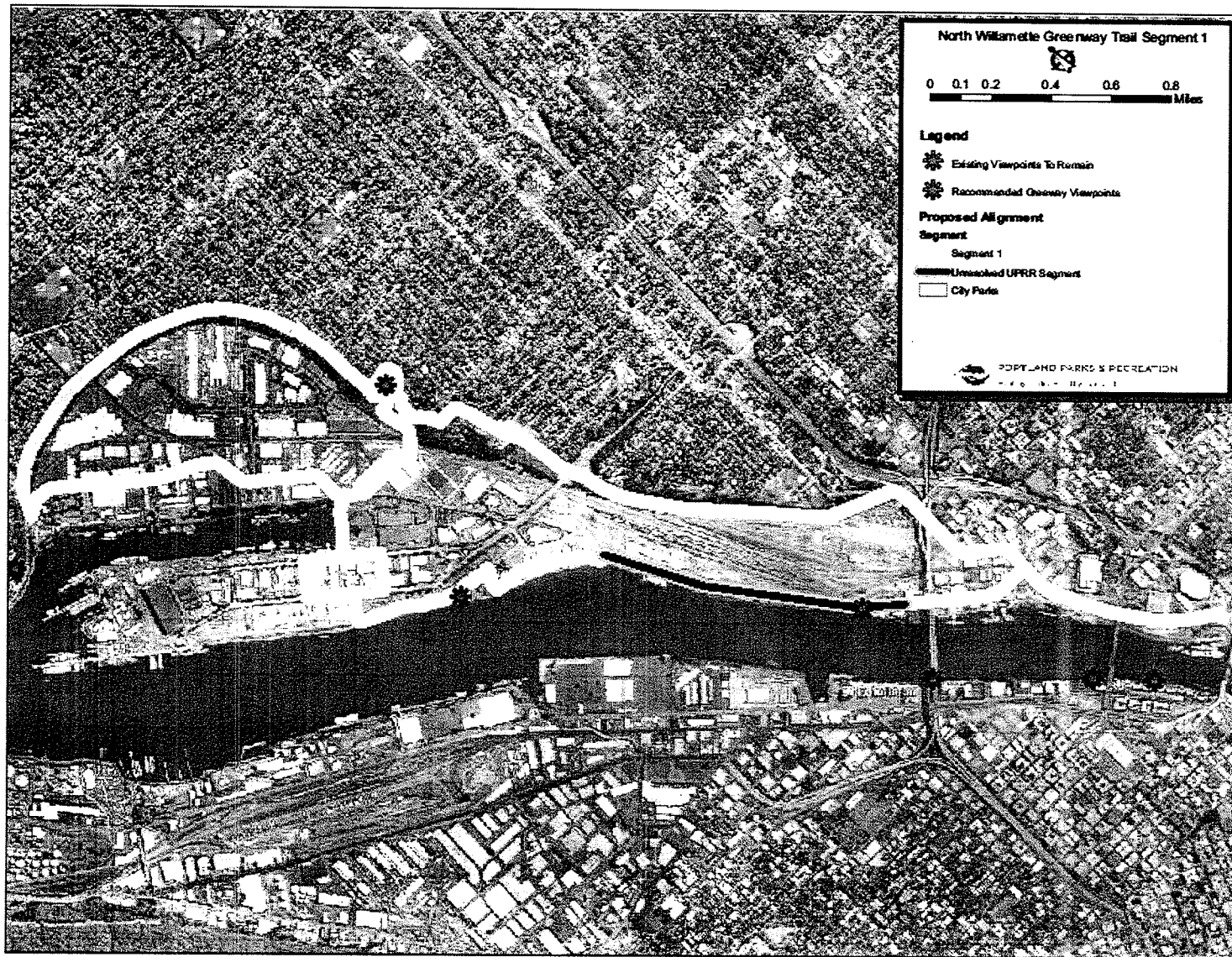
North Portland Greenway Trail Alignment Condensed Segment and Level of Confidence Chart

Trail Segment	Prior Plans	Preferred Alignment Identified	ID ROW & property Impacts	ID Environ Impacts	ID Hazmat Constraints	Topo info addressed	Outreach to impacted Property Owners	Outreach to Stakeholders	ID other cost/benefits	Level of confidence in recommended alignment
Rose Quarter	No	In progress	L	L	L	L	L	L	L	L
Albina Yard	Yes	Yes	M	M	M	M	L	M	M	L
Swan Island	Yes	Yes	M	M	M	M	M	M	H	H
University of Portland	Yes	Yes	M	M	M	L	M	M	M	L
McCormick Baxter	Yes	Yes	H	H	M	M	H	H	H	H
Willamette Cove	Yes	Yes	H	H	H	M	H	H	M	H
Lampros Steel	Yes	Yes	H	M	M	M	H	H	M	H
BES Lab										Completed
Cathedral Park	Yes	Yes	H	M	H	M	H	H	M	H
Baltimore Woods to Lombard	Yes	Yes	H	H	H	M	H	H	H	H
Pier & Chimney Parks	Yes	Yes	H	H	H	H	H	H	H	H
Columbia Blvd to Landfill	Yes	Yes	H	H	M	M	M	M	M	H
Landfill & Slough Bridge	Yes	Yes	H	M	M	M	M	M	M	H
Rivergate to Kelley Point Park	Yes	Yes	NA	NA	NA	L rebuild flooded section	NA	NA	NA	H Completed

NP Greenway Trail Segment Consultant Checklist

Trail Segment	Prior Plans Studied	Preferred Alignment Works	COP Land Use Approvals Needed*	Environ Assessment Needed**	Additional Regulatory Review & Permits Required***	LIDAR Base map complete	Impacted Property Owners Consulted	Railroad Issues evaluated	Geotech work required for structures	Easements, ROW permit or property acquisition needed	Extra Survey points needed
Rose Quarter											
Albina Yard											
Swan Island											
Univ of Portland											
McCormick Baxter											
Willamette Cove											
Lampros Steel											
BES Lab											
Cathedral Park											
Baltimore Woods											
Pier & Chimney Parks											
Columbia Blvd to Landfill											
Landfill & Slough Bridge											
Rivergate to KPP											

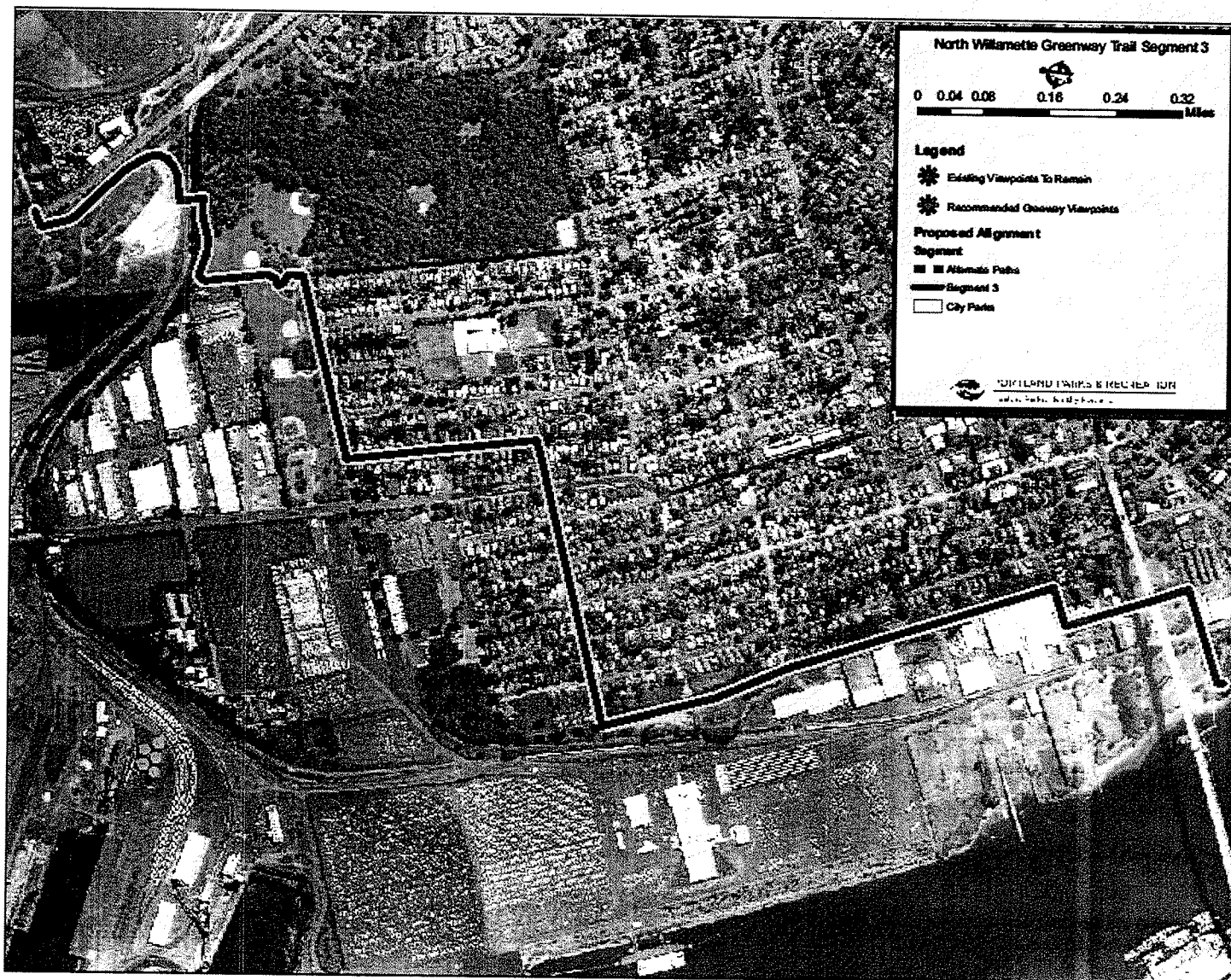
(*Conditional Use, Environmental Review, Design Review, River Review) (** Phase 1 or 2 Assessment; Hazmat Constraint) (***) DEQ, EPA, Corps, DSL, NMFS, Tribes, Other)



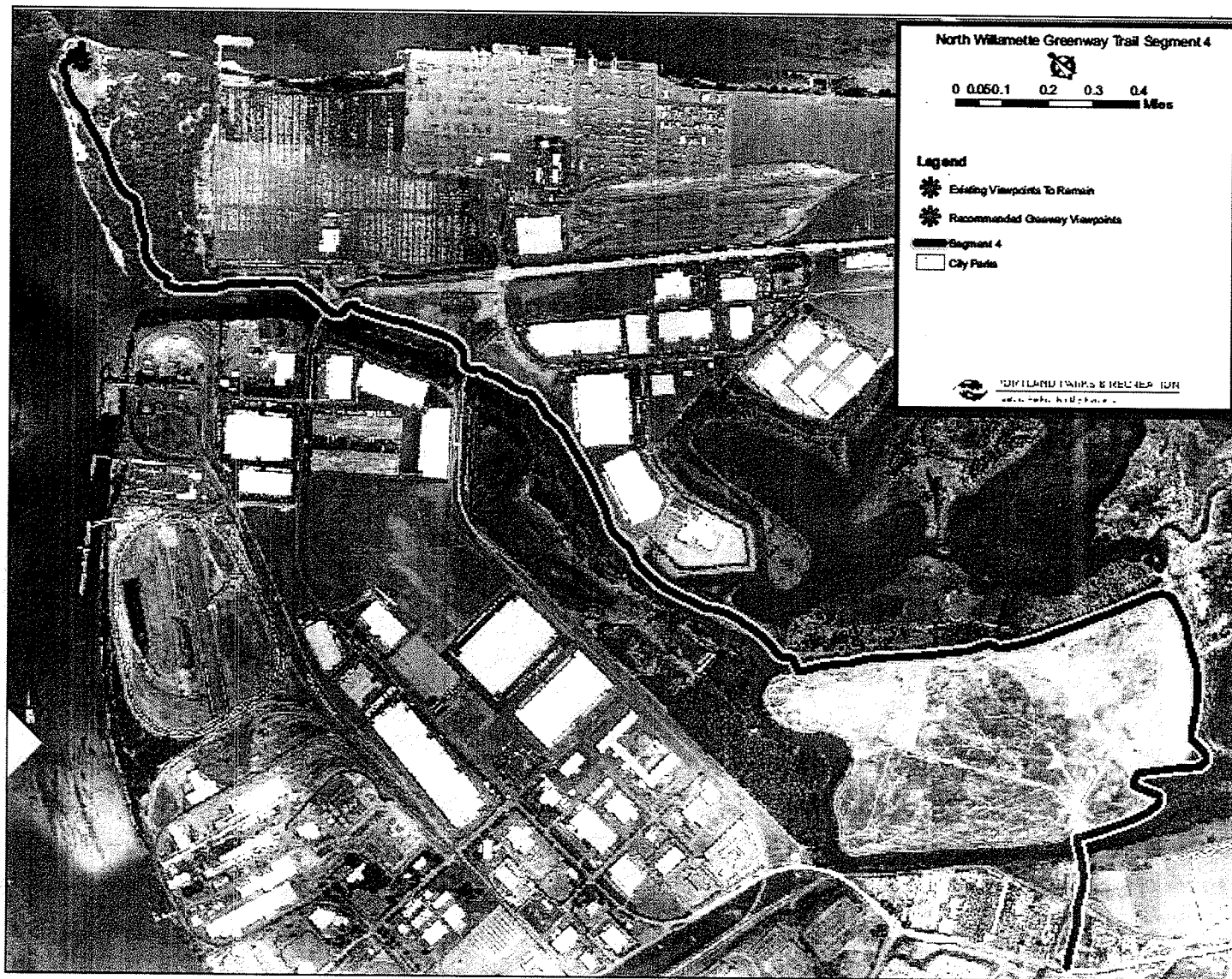
Segment 1 – Rose Quarter to Swan Island



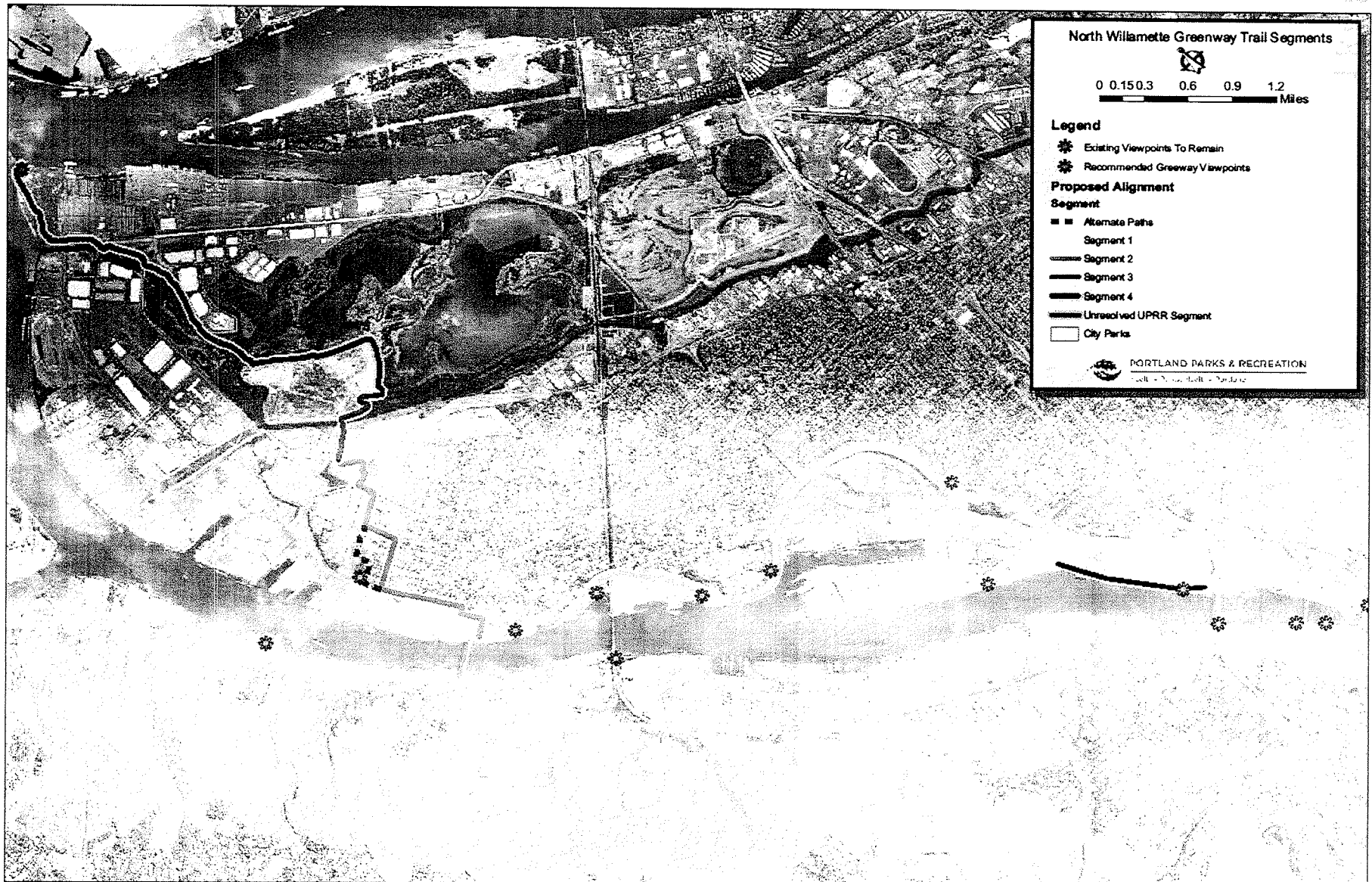
Segment 2 – University of Portland to BES Water Lab



Segment 3 – Cathedral Park to Chimney Park



Segment 4 - Columbia Blvd to Kelley Point Park



Overall NP Greenway Segment Map – color coded – Steel Bridge to Kelley Point Park

City/State
Agreement No. 27276

184817

For purposes of Exhibits B and C, references to Department shall mean STATE, references to Contractor shall mean City, and references to Contract shall mean Agreement.

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 Contractor) 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 Contractor), 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.

DEPARTMENT OFFICIAL CERTIFICATION

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

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:

City/State
Agreement No. 27276

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

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

EXCEPTIONS:

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

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

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

1. By signing this Contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Department determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-2710) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The Contractor agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or

voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

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

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

- Appendix B of 49 CFR Part 29 -

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

Instructions for Certification

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

City/State

Agreement No. 27276

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

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

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

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Department shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise

recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

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

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination

prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for

City/State

Agreement No. 27276

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 Department 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 Department 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 Department deems appropriate.

City/State
Agreement No. 27276

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

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

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

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

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

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

VII. LOBBYING

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

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

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

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

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

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

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

600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700
503-797-1804 TDD
503-797-1797 fax

www.oregonmetro.gov



Metro | *People places. Open spaces.*

March 24, 2009

Robin Grimwade
Portland Parks & Recreation
1120 SW 5th Ave. Rm 1302
Portland, Oregon 97204

Dear Mr. Grimwade,

Your agency has been awarded Regional Flexible funds for Willamette Greenway Trail: N Columbia Blvd – Steel Bridge during the 2010-13 cycle. The purpose of this letter is to explain the next steps in the process, what if any, conditions have to be met to secure funding, and provide the draft programming of funds for your review. Hopefully this letter will help answer some basic questions about what happens next and what we need from you to get your project going when the time comes.

Within two weeks of receiving this notice:

- Identify and provide contact information (address, phone number and e-mail address) of key agency personnel that will be involved in the administration of your project. This includes the local project manager, the project engineer, planners, public involvement staff, or staff from key departments or agencies to be involved in the project if distinct from the local project manager. Please also include your agency's web site address.
- Identify the source of your local matching funds for the project.
- Review the attached draft programming. The draft programming for your project is based on what you submitted in your application and available fund balances. Please review the programming for your project below. You may request a change to the programming; however adjustments may not be possible. If you do not request a change to the programming Metro staff will assume that you approve of the years in which project phases have been assigned.
- Send above information in an email to amy.rose@oregonmetro.gov or hard copy to Metro Planning Department, c/o Amy Rose, 600 NE Grand Ave, Portland, OR 97232.

Draft programming for Willamette Greenway Trail

Program	Phase	Fund	Year	Amount	Lead Agency
Willamette Greenway Trail: N Columbia Blvd -- Steel Bridge	DOA	STP	2012	\$444,800	Portland Parks

Conditions of project approval

Each cycle of projects that is approved to receive funds have conditions that must be met for approval. Most projects have a general signage requirement and some projects will have specific conditions that must be met or the project will be ineligible for funds. The general and specific conditions are listed below. Please contact Metro staff if you believe there to be a problem in meeting these conditions.

General conditions:

Project must follow Metro signage requirements. Signage requirements will be incorporated into your traffic control plans.

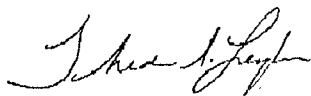
Project specific conditions:

The scope of the master plan will include consideration of alignment alternatives that avoid or minimize use of Union Pacific railroad property in the vicinity of Albina Yards. Project will need to include public outreach activities that address the unique outreach needs and opportunities of the low-income, elderly and disabled, Black, Hispanic and American Indian/Alaskan native populations in the area.

Next Steps

- 1) **Programming:** your project will be programmed into the MTIP, in which the year, phase, and dollar amount is scheduled for obligation. The year in which your project is stated in the MTIP to obligate funds is the year in which your project will be able to start accruing eligible costs (after the contract is in place and a notice to proceed has been issued by ODOT).
- 2) **Project kick-off meeting:** a meeting of local agency, Metro and ODOT staff will be scheduled approximately 6 to 9 months prior to your project being eligible to access funding. Specific procedures and strategies will be discussed to allow your project to proceed efficiently into implementation.
- 3) **TIP Adoption:** Metro will adopt the programming of funds on all regional projects into the MTIP, conform the MTIP with State and Federal air quality regulations and coordinated programming with the State TIP this summer.

Sincerely,



Ted Leybold
MTIP Manager

Copy: Gregg Everhart, Portland Parks & Recreation