

INTERGOVERNMENTAL AGREEMENT

City of Portland, Division-Midway Neighborhood Street Plan

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

RECITALS

1. The Transportation and Growth Management ("TGM") Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Grant (as defined below) is financed with federal Moving Ahead for Progress in the 21st Century ("MAP-21") funds. Local funds are used as match for MAP-21 funds.
4. By authority granted in ORS 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. City has been awarded a TGM Grant which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

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

SECTION 1. DEFINITIONS

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

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

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

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

D. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit D and include those costs approved in City's Federally Approved Indirect Cost Plan incurred by City during the term of this Agreement.

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

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

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

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

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

K. "Work Product" has the meaning set forth in Section 5.J. below.

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. Further, ODOT's obligation to make any disbursements under this Agreement is subject to the City documenting to ODOT the availability of the City's Matching Amount. This Agreement terminates on June 30, 2014 ("Termination Date").

B. City's Amount. The City's Amount shall not exceed \$135,000.

C. City's Matching Amount. The City's Matching Amount is \$16,700 or 11.01% of the Total Project Costs.

SECTION 3. DISBURSEMENTS

A. Subject to submission by City of such documentation of costs and progress on the Project (including deliverables) as are satisfactory to ODOT, ODOT shall reimburse City only for Direct Project Costs that are Federally Eligible Costs that City incurs after the execution of this Agreement up to the City's Amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

B. City shall present reimbursement requests, cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall submit reimbursement requests for 100% of City's Federally Eligible Costs, and shall be reimbursed at 88.99% up to the Grant Amount.

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

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

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

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

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

A. City represents and warrants to ODOT as follows:

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

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

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

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

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

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

B. As federal funds are involved in this Grant, City, by execution of this Agreement, makes the certifications set forth in Exhibits B and C.

SECTION 5. GENERAL COVENANTS OF CITY

A. City shall be responsible for the portion of the Total Project Costs in excess of the City's Amount. City shall complete the Project.

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

C. City shall perform such work described in Exhibit A as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including City, that employ subject workers 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.

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

F. City shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

G. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:

- (1) Meet with the ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

H. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V and Section 504 of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

I. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

J. (1) All of City's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and City intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. City forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) City shall ensure that any work products produced pursuant to this Agreement include the following statement:

"This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Moving Ahead for Progress in the 21st Century ("MAP-21"), local government, and State of Oregon funds.

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

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its "home page".

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

(1) two hard copies; and

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

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

(1) pay to ODOT the City's Matching Amount less Federally Eligible Costs previously reported as City's Matching Amount. ODOT may use any funds paid to it under this Section 5.L (1) or any of the City's Matching Amount that is applied to the Project pursuant to Section 3.B to substitute for an equal amount of federal MAP-21 funds used for the Project or use such funds as matching funds; and

(2) provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:

- (a) The permanent location of Project records (which may be subject to audit);
- (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are reimbursable hereunder and those costs which are being treated by City as City's Matching Amount;
- (c) A list of final deliverables; and
- (d) City's final disbursement request.

SECTION 6. ODOT'S REPRESENTATIONS AND COVENANTS

A. ODOT certifies that, at the time this Agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.

B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.

C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement, including the monitoring of City's work and the review and approval of City's work, billings and progress reports.

SECTION 7. TERMINATION

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

- A. City fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.
- B. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.
- C. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the case of termination pursuant to A or B above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further disbursements hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

SECTION 8. GENERAL PROVISIONS

- A. Time is of the essence of this Agreement.
- B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or City at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's

Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(J), 5(K), 5(L) and 8 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding Section 8.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 8.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 8.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

On December 1, 2010 the Director of the Oregon Department of Transportation approved DIR-06, in which authority is delegated from the Director of the Oregon Department of Transportation to the Operations Deputy Director and Transportation Development Division Administrator, to approve agreements with local governments, other state agencies, federal governments, state governments, other countries, and tribes as described in ORS 190 developed in consultation with the Chief Procurement Officer.

City

City of Portland

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Jerri Bohard, Division Administrator
Transportation Development Division

Date: _____

ATTORNEY GENERAL'S OFFICE

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

By: Approved by Lynn Nagasako
(Official's Signature)

Date: via e-mail dated April 17, 2013

Contact Names:

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1900 SW 4th, Suite 7100
Portland, OR 97201
Phone: 5038231088
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123 NW Flanders
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E-Mail: Gail.E.Curtis@odot.state.or.us

APPROVED AS TO FORM
James H. Van Dyke
CITY ATTORNEY

EXHIBIT A
TGM 1A-12
City of Portland
Division-Midway Neighborhood Street Plan

Definitions and Acronyms

Agency/ODOT – Oregon Department of Transportation
APM – Agency Project Manager
City – City of Portland
GIS – Geographic Information System
NOC – Needs, Opportunities and Constraints
NPI – Neighborhood Prosperity Initiative
PM – Project Manager
PMT – Project Management Team
Project – Division-Midway Neighborhood Street Plan
Street Plan – Division-Midway Neighborhood Street Plan
Study Area – As shown on Figure 1.
PWG – Project Working Group
TGM – Transportation and Growth Management Program

Project Purpose and Transportation Relationship and Benefit:

The purpose of the Division-Midway Neighborhood Street Plan project (“Project”) is to develop the *Division-Midway Neighborhood Street Plan* (“Street Plan”) to increase street connectivity and multimodal travel options within the study area shown in Figure 1 (“Study Area”). The Street Plan will define the primary active transportation routes, identify new opportunities for street system connections and apply the City of Portland’s (“City”) recently adopted set of residential “local street” standards. The Street Plan will also identify implementation methods for introducing new street and pathway connections and options for improving deficient local streets. The Street Plan will recommend amendments to the Transportation System Plan, including revisions to street classifications, master street plan and Transportation System Plan project lists. A set of local street improvement options with rough cost estimates will be developed at a concept level.

The Project provides an opportunity to apply new residential street standards to introduce more affordable and more sustainable ways of improving and maintaining low traffic local streets. These local street solutions were developed in part as the result of the Transportation and Growth Management Program (“TGM”) -funded *Cully Commercial Corridor and Local Street Plan* and the subsequent *Street by Street Initiative*.

residents. The existing land use and street patterns are a legacy of when the area originally developed, i.e. prior to annexation by the City of Portland in the 1980s and 1990s. As a result the area still suffers from poor street connectivity and a lack of basic infrastructure, such as sidewalks and paved roadways, which severely limits local circulation for all modes of travel. Residents within the community often do not have travel options, besides driving, to reach local businesses and other destinations that are within short (walkable or bikeable) distances. The Project will result in a street plan that recommends transportation strategies and solutions to create a more balanced, multi-modal transportation system and address the intent outlined in the Transportation Planning Rule that pedestrian-friendly areas (such as Main Streets) be “highly convenient for a variety of modes, including walking, bicycling and transit.”

Project Objectives

- Identify locations for new street connections, pathways and investment in basic infrastructure to connect area residents within a reasonable walking or biking distance (i.e. one-mile) from SE Division Street in order to decrease out-of-direction travel and expand opportunities for trips made on foot, bicycle or transit.
- Achieve the state Transportation Planning Rule objective that pedestrian-friendly areas (such as Main Streets) be “highly convenient for a variety of modes, including walking, bicycling and transit.”¹
- Leverage the newly established Division-Midway Neighborhood Prosperity Initiative (“NPI”) district initiatives by developing a street plan and increasing neighborhood access to the area.
- Increase opportunity for students to safely walk or bicycle to school based on identifying and planning safe conditions and convenient access.
- Assemble existing traffic data including current traffic speeds and volumes.
- Provide economic and environmental benefits to the area residents and businesses by reducing reliance on auto trips and reducing transportation-related emissions that contribute to climate change.
- Assess bike safety issues in key areas including on SE Division Street.
- Set the stage for local street improvements on deficient streets within the Study Area by establishing criteria for selecting local (residential) streets options, i.e. traditional, separated or shared streets.
- Develop priorities for decision-making on transportation improvements; consider connections to parks/open space/schools, and opportunities for “green street” design and address public safety needs and build upon adopted plans, such as *East Portland in Motion* (2012) and the *Outer Powell Boulevard Conceptual Design Plan* (2012). Any changes affecting the City-adopted *Outer Powell Boulevard Conceptual Design Plan* (2012) must be coordinated with the Oregon Department of Transportation (“ODOT”).

¹ Transportation Planning Rule (OAR 660-012-0000) Purpose 3(c)

- Prepare Project recommendations for Portland City Council adoption:
 - Amendments to the Transportation System Plan that revise street classifications, the master street plan and project lists;
 - Designated safe routes to school, parks, commercial areas and other community destinations;
 - Design guidance to expand street improvement options;
 - Summary of community events and workshop;
 - Assess bike safety issues in key areas – including on NE Division Street;

The goal is to enhance multimodal transportation safety, travel options, and access to neighborhood activity centers² by applying new solutions for improving deficient residential streets and by evaluating existing transit classifications (in the Transportation System Plan), access and service. Transportation solutions will address the intent outlined in the Transportation Planning Rule that pedestrian-friendly areas (such as Main Streets) be “highly convenient for a variety of modes, including walking, bicycling and transit.”³ Specifically, recommended solutions will form a street plan for the neighborhoods within a short distance by foot, bicycle or mobility device of the newly established Division-Midway NPI district.

Project Background

This work builds on the established Division-Midway NPI district initiatives by developing a street plan and increasing access to the area. The Division-Midway NPI is a small urban renewal area formed by the Portland Development Commission to strengthen the economic competitiveness of neighborhood business districts through community-planned and community-implemented actions and projects; and the following planning projects:

- Opportunity Gateway Concept Plan (2000) / Gateway Master Street Plan (2007)
- Far SE Master Street Plan (2001)
- Outer Powell Boulevard Conceptual Design Plan (2012)
- East Portland in Motion (2012)

These past planning efforts will form the basis for the solutions considered and recommendations developed for the Street Plan. This Project must be consistent with the Outer Powell Conceptual Design Plan, which was an extensive planning effort defining the future of SE Powell Blvd within the Study Area.

Despite these past plans, the traditional means of improving local streets as part of redevelopment or local improvement districts have failed to produce a connected network of

² "Neighborhood activity centers" includes, but is not limited to, existing or planned schools, parks, shopping areas, transit stops or employment centers. *OAR 660-012-0045 (3)*

³ Transportation Planning Rule (OAR 660-012-0000) Purpose 3(c)

accessible routes. In neighborhoods with modest income levels, it is often cost-prohibitive for residents to pay for full improvements for local streets that meet current City standards. The Street Plan will identify potential new street and pathway connections, determine which routes to prioritize for walking and bicycling, and define suitable facility types for streets that lack needed infrastructure.

Project Management Responsibilities

City shall form the Project Management Team (“PMT”) to provide Project direction and oversight, assess progress, and ensure Project success. The PMT must consist of the City Project Manager (“PM”), Agency Project Manager (“APM”), and project staff from other bureaus. The PMT is expected to meet at the beginning of each major task to coordinate and clarify the work as identified in the subtasks. PMT members are expected to review deliverables and gain consensus on issues prior to material being distributed to other committees. Conflicting points of discussion or topics needing additional consensus must be resolved by the City PM in consultation with the APM. The PMT meetings are in-person meetings unless PMT members agree to teleconference.

The PMT is also expected to collaborate and coordinate as necessary with other staff in the City of Portland Bureau of Transportation, Bureau of Planning and Sustainability, East Portland Neighborhood Office (including East Portland Action Plan), and Portland Development Commission. The APM must be invited to all Project meetings.

Joint Responsibilities

City and APM shall work together to provide sufficient oversight to ensure the Project is well managed; to ensure the outcomes are consistent with City, regional, and state policies; and to effectively manage diverse community points of view in order to achieve and clearly document a sound base for smart growth, urban development, and public improvements.

City Responsibilities

1. Carry out the tasks and deliverables as described in this statement of work.
2. Brief the City’s modal advisory committees and City Council as needed to ensure productive Project meetings and Project development.
3. Coordinate with public agencies and affected service districts throughout the Project to ensure that the Project is consistent with all applicable external policies and plans.
4. Coordinate and lead the public involvement throughout the process to ensure the effort is consistent with community objectives.
5. Coordinate City staff involvement in the Project.
6. Maintain Project information on the City website.
7. Notify APM of potential scope, schedule, budget or Plan development issues.

8. Respond to APM inquiries.

APM Responsibilities

1. Respond to City inquires.
2. Review all draft deliverables and serve on PMT.
3. Track compliance with Intergovernmental Agreement.
4. Coordinate and track grant requirements with TGM Program in Salem.
5. Coordinate ODOT technical review of deliverables affecting state facilities within the Study Area.

Written and Graphic Deliverables:

- The PMT shall review all Project Deliverables in preliminary draft form.
- Document identification:
 - Written deliverables must include the Project name, a title that best represents the Contract deliverable (not necessarily the Contract deliverable title), the task reference number, and date of preparation.
- Document format:
 - City shall provide electronic copies of the majority of draft and final text deliverables (such as memoranda, reports, and agendas) to PMT in an editable file format that is compatible with Microsoft Word. Graphically intensive presentation materials or reports may be provided in PDF format.
 - City PM shall provide the Project schedule to PMT in MS Project or similar format.
- City shall prepare final plans and plan amendments as final policy statements of the local government and shall not include language such as “it is recommended” or “City should.” Final plans and plan amendments must include all necessary amendments to existing City plans to avoid conflicts and enable full integration of proposed Plan with existing City documents.
- The following text must appear in any deliverables produced in this Project.

This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Moving Ahead for Progress in the 21st Century (MAP-21), local government, and the State of Oregon funds.

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

Public Involvement

Outreach efforts must follow State and City public involvement policies and must consider environmental justice issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. This includes making special efforts to engage minority, low-income, women, disabled, and senior populations. This could mean providing things like childcare at key meetings. Fair treatment means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies. Meaningful involvement means that: (1) potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment or health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the decision making process; and (4) the decision makers seek out and facilitate the involvement of those potentially affected.

Work Tasks

TASK 1 - Project Organization

Objectives

- Support a successful plan development through effective project management.
- Provide meaningful public involvement through a well-defined and executed public involvement program.
- Vet the Project Goals and Objectives with community stakeholders in order to confirm community perspectives and aspirations for the Division-Midway Street Plan.

Subtasks

- 1.1 **Project Management** - City shall manage and coordinate overall planning process and deliverables described in the statement of work. City shall prepare Quarterly Status Reports for APM dated April 30, 2013; July 31, 2013; Sept. 28, 2013, Dec. 28, 2013; and April 30, 2014 that report on milestones and deliverables completed during the reporting period. The quarterly reports must identify the percentage of each task completed by the submission date of each report.
 - City shall submit invoices and progress reports every other month and the Project Close-out report as specified in the Intergovernmental Agreement.
 - City shall maintain effective communication and participation with Portland Bureau of Transportation, Portland Bureau of Planning and Sustainability, East Portland Neighborhood Office, ODOT, Oregon Department of Land Conservation and

Development, Metro, Tri-Met, and other agencies throughout the Project through participation on the Project Working Group (“PWG”), through phone conversations, emails and deliverable reviews.

- City shall coordinate public involvement program with other related activities in the general vicinity.
- APM must be invited to all Street Plan public involvement meetings.
- City shall provide Street Plan meeting notices and materials on the City website.
- City shall coordinate briefings with elected commissioners’ offices.

1.2 **PWG Formation and Roster** - City shall establish and coordinate the PWG of relevant City staff and community representatives and prepare roster with contact information. The purpose of the PWG is to advise the PMT and review and comment on the Street Plan deliverables. PWG members may be asked to participate in the Street Plan project events. The following groups must be invited to appoint a representative to the PWG: neighborhood associations in the Study Area, East Portland Action Plan, Pedestrian Advisory Committee, Bicycle Advisory Committee, Division-Midway Alliance (Neighborhood Prosperity Initiative) along with other community groups. City may wish to distinguish key PWG members from resource PWG participants to distinguish between members involved day to day versus members brought into process for specific expertise. City shall prepare PWG roster with contact information and distribute to members. APM must be a member of the PWG and invited to Project meetings.

1.3 **Community Outreach and Engagement Plan** – City shall develop a draft and final Community Outreach and Engagement Plan for the PMT’s approval tailored to the specific community composition in and near the Study Area to meet Title VI Civil Rights goals. Community Outreach and Engagement Plan must identify community composition, environmental justice and social equity considerations, including concentration of transportation disadvantaged communities and non-native English speaking populations and their native language. Community Outreach and Engagement Plan must identify outreach strategies specific to these communities, including community newspapers and other media outlets, community associations, groups or congregations, meeting locations, surveys and consider grassroots techniques, such as Photovoice which puts cameras in the hands of historically marginalized residents so they can document issues within their own community. See related Subtask 5.3 for a Community Outreach Report at end of the Street Plan project to document outreach efforts.

At a minimum public involvement undertaken by City must include the following:

- At least one briefing to the City’s three modal committees (pedestrian, bicycle and freight) to keep them informed throughout the Project as determined by the City PM. The pedestrian, bicycle and freight advisory committees are standing volunteer

committees appointed to advise the Mayor, City Council and City departments on all matters concerning each travel mode. The nature of briefings and comments received shall be documented in summary meeting notes provided to the PMT;

- Post Project information and progress on City website throughout the Project life in order to keep the public informed;
- Post Project information in community news outlets advertising key public meetings and Project milestones as determined by City PM tailored to reach the diverse area community paying special attention to engaging underrepresented populations; and
- Maintain “Interested Persons Distribution List” including:
 - property owners and business owners in the Study Area;
 - service providers (if other than the City of Portland) including but not limited to ODOT, TriMet and Metro; and other interested persons or groups;
 - individuals who have participated in public events or contacted staff;
- Develop the materials and strategies for distributing information, soliciting input and recruiting participation, including email lists, website, mailers, newsletters, etc.

1.4 **Project Schedule** – City shall prepare draft and final Project Schedule for PMT reflecting PWG and community meeting target dates and meeting purpose based on statement of work. The Project Schedule must be at a level of detail to show the PMT and PWG reviews of major products, major milestones, the public review process, and the adoption process. As necessary, City shall revise Project Schedule as part of later PMT meeting materials.

1.5 **Project Goals and Objectives** – City shall develop a draft and final Project Goals and Objectives statement to be a public outreach tool and to serve as the framework for the ultimate plan. The draft version is subject to the PMT’s review as part of PMT Meeting #1 (Subtask 2.2). The final version must incorporate the PMT comments and be prepared within two weeks of PMT Meeting #1. The model for this deliverable is the “Introduction” in the “Cully Commercial Corridor and Local Street Plan” dated Sept. 12, 2012. This deliverable must include the problem(s) the Project is seeking to address and why; the Project goals and objectives; a schematic diagram of the plan development process and a description and status of Study Area projects that effect the Project development. The elements of this deliverable may be in one document or several as determined by the City PM. The City may wish to translate the Project Goals and Objectives into Plan Principles, such as:

- Establish a more connected local street network
- Create safer walking and bicycling routes to neighborhood destinations, transit and the regionally designated SE Division Main Street
- Define the range of options for improving local streets

The City shall summarize inventories of pedestrian and bicycle infrastructure gaps, deficiencies and priorities identified, and citizen input gathered from the interviews conducted, as a part of the "East Portland in Motion" completed April, 2012.

City Deliverables

- 1A Project Management (Subtask 1.1)
- 1B PWG Formation and Roster (Subtask 1.2)
- 1C Community Outreach and Engagement Plan (Subtask 1.3)
- 1E Project Schedule (draft and final) (Subtask 1.4)
- 1D Project Goals and Objectives (draft and final) (Subtask 1.5)

Task 2: Existing Conditions

Objective: Understand the existing conditions and policy framework that influence the Street Plan development and potential solutions.

Subtasks

- 2.1 **Study Area Base Map and Inventory** – City shall prepare Study Area Base Map in an ArcInfo-compatible Geographic Information System ("GIS") format. The Base Map must depict existing street connectivity, street classifications, property lines, substandard streets, sidewalks, improved bikeways, marked crosswalks, curbs, signals, bus routes and access to bus stops; and planned bicycle and pedestrian improvements including any regional Active Transportation Corridor trails; planned local roadway improvements and 2035 federal and state Regional Transportation Plan projects lists. Maps must also depict existing zoning and land uses, building footprints, and lots in contiguous ownership. City PM may determine if one or multiple maps are developed in order to distinguish existing and planned improvements.
- 2.2 **PMT Meeting #1** – City shall organize and facilitate PMT Meeting #1 to discuss the Project Schedule, the draft Project Goals and Objectives, draft Community Outreach and Engagement Plan; plus review maps (from Subtasks 2.1); and to discuss upcoming work tasks. City shall also prepare draft Stakeholder Interview questions for the PMT's review and comment (see Subtask 3.5). City shall prepare meeting summary notes and distribute to PMT.
- 2.3 **Project Kickoff Roll and Stroll** – City shall advertise and lead a Roll and Stroll to learn community concerns and future ideas for the Main Street area. A Roll and Stroll is a Study Area walking/bicycling tour accessible to all modes, including wheelchairs. City shall document community input received in a summary that must include photos and illustrations.

- 2.4 **Baseline Conditions** – City shall prepare draft and final Baseline Conditions reports that document existing, baseline conditions relating to the major land use and transportation features for the Study Area. The draft version of the Baseline Conditions report must be reviewed by the PMT and PWG; and the final version must reflect the PMT and PWG comments. Both the draft and final Baseline Conditions reports must include the following:
- A. Policy Background and Demographic Information Review – City shall prepare a review of local, regional and state plans, policies and studies, and summarize issues affecting multi-modal transportation in Study Area. Information to be reviewed must include the City Comprehensive Plan, East Portland Action Plan, Outer Powell Boulevard Conceptual Design Plan, Regional Transportation System Plan, Urban Growth Management Functional Plan, Oregon Highway Plan and emerging policy, including the Portland Comprehensive Plan Update policies. City shall compile existing demographic data to understand the community make-up of the Study Area based upon census data, previous studies (such as the Portland Plan background reports) and other available data.
 - B. Existing Methods for Improving Local Streets: Document the City's current practices for local street improvement in order to understand the potential for street improvements, how they occur as part of a development permit or Local Improvement District project. A local streets "problem statement" that explains the various limitations to improving local streets under existing policies and practices.
 - C. Planned Improvements – City shall describe and map planned improvements. City shall document Gaps and Deficiencies identified based on past planning efforts, including the Transportation System Plan, modal plans (Pedestrian Master Plan and Bicycle Plan) and East Portland In Motion to determine the transportation need consistent with the RTFP section 3.08.210;
 - D. Neighborhood Destinations and Access Urban Design Concept Map - An Urban Design Concept Map showing designated pedestrian and bicycle routes identified in the East Portland In Motion Plan, Pedestrian Master Plan, Portland Bicycle Plan, Safe Routes to Schools plus important neighborhood destinations including:
 - Designated Division-Midway and Rosewood Neighborhood Prosperity Initiatives
 - Commercial destinations
 - Schools and libraries
 - Parks and recreation facilities
 - Transit stops
 - Other key neighborhood destinations (e.g., Laundromat, social services.)

- E. Traffic and System Data - City shall document existing transportation system data including:
- a. Existing traffic data including current traffic volumes on arterials and local streets within the Study Area that have higher than average “cut-through” traffic in neighborhoods surrounded by arterials within the Study Area;
 - b. Available crash data – City shall inventory and analyze the Study Area intersections for high collisions. For those intersections that have high collision rate document the following:
 - Location
 - Modes involved (e.g. bicycle crashes)
 - Severity (i.e. property damage, injury, or fatality)
- 2.5 **Facility Types** – City shall define potential Facility Types to be considered in Task 4.3 (Solution and Project Prioritization Evaluation) for addressing transportation system and infrastructure deficiencies, including new local residential street options developed as part of the TGM-funded *Cully Commercial Corridor and Local Street Plan* and the subsequent *Street by Street Initiative*. Criteria will be developed under Task 3.1 to determine how Facility Types will be applied, e.g. suitable street improvement options for deficient residential streets.
- 2.6 **PWG Meeting #1** – City shall facilitate PWG Meeting #1 to present deliverables developed to date including maps (from Subtasks 2.1); comments from Roll and Stroll; and Baseline Conditions report. City shall present deliverables and document participant comments.

City Deliverables

- 2A Study Area Base Map and Inventory (Subtask 2.1)
- 2B PMT Meeting #1 (Subtask 2.2)
- 2C Project Kickoff Roll and Stroll (Subtask 2.3)
- 2D Baseline Conditions (Subtask 2.4)
- 2E Facility Types (Subtask 2.5)
- 2F PWG Meeting #1 (Subtask 2.6)

Task 3: Opportunities and Constraints

Objectives

- Summarize and document for public review street connection opportunities and constraints.

- Identify potential strategies to overcome constraints and achieve Project objectives.
- Understand factors that may influence the transportation solutions and establish criteria for evaluating local street solutions.
- Identify potential solutions for improving the street network, and the advantages, disadvantages and trade-offs of each solution

Subtasks

- 3.1 **Solution Selection and Project Prioritization Criteria** – City shall develop preliminary, draft and final Solution Selection and Project Prioritization Criteria for public review in order to help identify solutions and prioritize projects selected under Task 4.3. The Preliminary Draft versions of both sets of criteria shall be reviewed by the PMT and PWG. The Project Goals and Objectives (and Plan Principles if developed) under Task 1.5 will serve as a basis for the Solution Selection and Project Prioritization Criteria. The Criteria may be refined to evaluate pros and cons for different types of solutions (e.g. commercial corridor solutions) based on input from the PMT and PWG. Solution Selection and Project Prioritization Criteria must include an evaluation of the applicability, pros, cons and trade-offs for each solution. The Project Prioritization Criteria must include the factors including project cost, needed safety improvements and community support.
- 3.2 **Transportation System Needs, Opportunities, and Constraints Memos** - City shall prepare draft Transportation System Needs, Opportunities, and Constraints Memo for the PMT and PWG based on the work to date and which identifies:
- local street system gaps and deficiencies hindering access to Main Street retail, transit, and neighborhood activity centers;
 - deficiencies in pedestrian and bicycle infrastructure and connectivity
 - existing barriers in current practices including constraints relating to right of way acquisition, maintenance, preservation, cost to street improvements and financial burden on property owners, which limit the improvement of new local streets;
 - need for new street and pathway connections, and application of new residential street options.
 - transit needs and opportunities/constraints to expanding local transit service;
 - opportunities and constraints for addressing deficiencies in the local street system, pedestrian and bicycle infrastructure, and transit service.
- City shall revise the draft Transportation System Needs, Opportunities, and Constraints Memo into the final Transportation System Needs, Opportunities, and Constraints Memo to reflect comments from the PWG and Open House.
- 3.3 **Division Commercial Corridor Design Needs, Opportunities and Constraints (“NOC”) Maps, Graphics and Memo** – City shall prepare illustrated, urban design

concept graphics, maps and a memo for the Study Area, focusing on the Division Commercial Corridor that identifies the following:

- street hierarchy (based on traffic volumes) and street character (cross-sections, on-street parking, multi-modal, substandard) for commercial corridors within the Study Area;
- destinations, including retail clusters/nodes, and shifts in commercial character along the Division Corridor (e.g. big box, strip mall, drive thru, local-serving);
- residential character (shifts from multi-family, single-family or commercial) along the Division Corridor;
- access routes from neighborhoods and crossings on SE Division for pedestrians and bicycles based on the overlay of the ped/bike network and destinations map and recommendations from prior planning efforts, including the *East Portland in Motion* strategy (2012) and the *Outer Powell Boulevard Conceptual Design Plan* (2012);
- pedestrian and bicycle crossing needs, including transit stop locations, along the Division Commercial Corridor;
- diagrams of scenarios for creating new connections through private development on sample parcels.

- 3.4 **PWG Meeting #2** - City shall facilitate PWG Meeting #2 to present Solution Selection and Prioritization Criteria and findings of the Transportation System Needs, Opportunities and Constraints Memo and Division Commercial Corridor Design Needs, Opportunities, and Constraints Memo. City shall present this information and document participant comments.
- 3.5 **Stakeholder Interviews** - City shall develop draft and final stakeholder interview questions, conduct 6-8 stakeholder interviews with individuals or groups as determined by the City PM and develop a final interview summary report for PMT. The draft questions must be reviewed and approved by the PMT and the stakeholder interview list must predominantly include underrepresented populations, such as immigrant families, youth, seniors, and parents at high poverty schools; Portland Commission on Disability, the Immigrant and Refugee Community Organization, active transportation (pedestrian and bicycle) advocacy groups, and representatives from area School Districts must be considered. The PMT's review of the draft interview questions must be a part of PMT Meeting #1 (Subtask 2.2).
- 3.6 **Open House #1** - City shall organize and facilitate Open House #1 to present the Project Goals and Objectives and Plan Principles, summary of the Baseline Conditions report and the findings of the Transportation System NOC and Division Commercial Corridor Design NOC Memos. City shall document Open House participant comments.

City Deliverables:

- 3A Solution Selection and Project Prioritization Criteria (Subtask 3.1)
- 3B Transportation System Needs, Opportunities, and Constraints Memos (Subtask 3.2)
- 3C Division Commercial Corridor Design NOC Maps, Graphics and Memo (Subtask 3.3)
- 3D PWG Meeting #2 (Subtask 3.4)
- 3E Stakeholder Interviews (Subtask 3.5)
- 3F Open House #1 (Subtask 3.6)

Task 4: Developing and Evaluating Solutions

Objectives

- Develop and evaluate a set of local street and pathway solutions that seek to improve network connectivity, complete the bicycle and pedestrian transportation systems and improve bicycle, pedestrian, transit and local vehicular access
- Evaluate the potential solutions for improving the street network, and the advantages, disadvantages and trade-offs of each solution.
- Develop an implementation strategy for improving street connectivity and applying new residential street options to deficient local streets

Subtasks

- 4.1 **Local Street Solutions Memo** – Based on information in the final Transportation System Needs, Opportunities, and Constraints Memo, City shall prepare a draft for the PMT and final Local Street Solutions Memo for the PWG. The Local Street Solutions Memo must include a street and accessway plan to improve network connectivity in the Study Area, Local street solutions (including Facility Types identified in Task 2.5) for deficient streets and suitable residential street options to address challenges to implementation, such as construction cost, right-of-way needs, engineering standards and stormwater requirements. City shall consider the application of Facility Types developed in the TGM-funded *Cully Commercial Corridor and Local Street Plan* as a model. The intent is for this Project to be consistent with the Outer Powell Conceptual Design Plan. Any changes affecting the recently City-adopted *Outer Powell Boulevard Conceptual Design Plan* must be coordinated with ODOT. City shall revise the draft Local Street Solutions Memo based on comments from the PWG and Open House #2 into the final version.
- 4.2 **Division Commercial Corridor Solutions Memo** – City shall prepare a draft, revised draft and final **Division Commercial Corridor Solutions Memo** to propose solutions for improving safety and access along the Division Commercial Corridor for people who walk, drive, bicycle or use a mobility-device within the Study Area. City shall prepare the draft version for the PMT's review and comment. City shall revise draft Division

Commercial Corridor Solutions Memo based on comments from the PMT and present revised draft to PWG at PWG Meeting #2 and Open House #2.

- 4.3 **Solution and Project Prioritization Evaluation** – City shall develop a draft, revised draft and final Solution and Project Prioritization Evaluation report. City shall prepare the draft version for the PMT’s review and comment. City shall revise draft Solution and Project Prioritization Evaluation based on comments from the PMT and present revised draft to PWG at the PWG Meeting #2 and Open House #2. In developing the Solution and Project Prioritization Evaluation report the City shall evaluate the solutions identified to date using the Local Street Solutions Memo (developed under Subtask 4.1) ; the Facility Types (developed under in Subtask 2.5); the solutions for the Division Commercial Corridor (developed under Subtask 4.2) and the Solution Selection and Project Prioritization Criteria (developed under Task 3.1) to:
- consider identified needs, opportunities and constraints;
 - review the applicability of pros, cons and trade-offs for each solution/Facility Type;
 - review policy considerations for applying Facility Types, including street classification, traffic volume and speed, and safety issues; and
 - apply the Solution Selection and Project Prioritization Criteria to evaluate, select and prioritize projects.
- 4.4 **PWG Meeting #3** - City shall facilitate PWG Meeting #3 to present findings from the Local Street Solutions memo, Division Commercial Corridor Solutions memo, Solution and Project Prioritization Evaluation and document participant comments.
- 4.5 **Open House #2** - City shall facilitate Open House #2 to present the Local Street Solutions and Division Commercial Corridor Solutions memos. City shall present the Task 4 deliverables and document participant comments.

City Deliverables:

- 4A Local Street Solutions Memo (Subtask 4.1)
- 4B Division Commercial Corridor Solutions Memo (Subtask 4.2)
- 4C Solution and Project Prioritization Evaluation (Subtask 4.3)
- 4B PWG Meeting #3 (Subtask 4.4)
- 4C Open House #2 (Subtask 4.5)

Task 5: Final Plan and Implementation

Objectives

- Refine the developed and evaluated solutions into a set of implementation strategies that meet the overall Goals and Objectives and Plan Principles of the Project and reflect community input.

Subtasks

- 5.1 **Recommended Plan and Implementation Report** – City shall prepare a preliminary, draft and adoption-ready Recommended Plan and Implementation Report. The preliminary draft is for the PMT’s review and must be revised based on PMT comments. The Recommended Plan and Implementation Report is to adopt and implement the recommended transportation solutions for the Study Area, and must consist of:
- Findings and recommendations for any amendments to the Transportation System Plan including revised street classifications, master street plans and project lists;
 - Street Plan recommendations on new street and pathway connections,
 - Identify and prioritize safe routes to school, parks, commercial areas and other community destinations;
 - Define the range of options suitable for improving deficient local residential streets in the Study Area;
 - Summary of community events and workshop.

Recommended Plan and Implementation Report must be revised based on comments from the PWG to form draft version.

- 5.2 **PWG Meeting #4** - City shall facilitate PWG Meeting #4 to present the draft Recommended Plan and Implementation Report. City shall present the deliverables, document participant comments and revise the draft Recommended Plan and Implementation Report following PWG Meeting #4 to form the final Recommended Plan and Implementation Report for adoption.
- 5.3 **Community Outreach Report** - City shall prepare and submit to the APM a Community Outreach Report to document outreach efforts that can be quantified such as meeting type, number in attendance and minority represented.

City Deliverables:

- 5A Recommended Plan and Implementation Report (Subtask 5.1)
5B PWG Meetings #4 (Subtask 5.2)
5C Community Outreach Report (Subtask 5.3)

CITY BUDGET

City Budget by Task

TASK	BUDGET
1. Project Organization	\$26,200
2. Baseline Conditions	\$33,000
3. Opportunities and Constraints	\$33,500
4. Developing and Evaluating Solutions	\$32,000
5. Final Plan and Implementation	\$27,000
Totals:*	\$151,700

* Amounts include City's Amount and City's Matching Amount

PROJECT SCHEDULE

<i>Task</i>	<i>Schedule</i>
1 Project Organization	Ongoing
2 Baseline Conditions	July 2013
3 Opportunities and Constraints	November 2013
4 Developing and Evaluating Solutions	February 2014
5 Final Plan and Implementation	May 2014

- PBOT Supervisor, 50 hours, \$107.38/hr, \$5,369.00
- PBOT Planner (Lead), 617 hours, \$111.50/hr, \$68,795.50
- PBOT Planner (Assistant), 100 hours, \$108.16/hr, \$10,816.00
- PBOT Intern, 300 hours, \$45.94/hr, \$13,782.00
- PBOT Safe Routes to School, 30 hours, \$93.64/hr, \$2,809.20
- PBOT Engineer, 60 hours, \$154.82/hr, \$9,289.20
- PBOT Program Manager (Street by Street), 25 hours, \$115.49/hr, \$2,887.25
- BPS Planner (Public Involvement), 300 hours, \$66.83/hr, \$20,049
- BPS Urban Designer 175 hours, \$66.83/hr, \$11,695.25
- BPS Intern, 200 hours, \$18.00/hr, \$3,600.00
- East Portland Neighborhood Office, 50 hours, \$52.01/hr, \$2,600.50

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

Contractor certifies by signing this contract that Contractor has not:

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

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

AGENCY OFFICIAL CERTIFICATION (ODOT)

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

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

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

EXHIBIT CFederal Provisions
Oregon Department of Transportation**I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION**

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

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

criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;

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

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

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

EXCEPTIONS:

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

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

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

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

- certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
 6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
 7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.
- III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS
- This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.
- Appendix B of 49 CFR Part 29 -
- Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**
- Instructions for Certification
1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

IV. EMPLOYMENT

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

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

V. NONDISCRIMINATION

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

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

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

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

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

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

DBE POLICY STATEMENT

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

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

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

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

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

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

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

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

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

VII. LOBBYING

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

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

TGM Grant Agreement No. 29290
TGM File Code 1A-12
EA # TG13LA02

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

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

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

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

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

EXHIBIT D
ELIGIBLE PARTICIPATING COST
DESCRIPTION
PERSONNEL SERVICES
<i>Salaries</i> - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.
<i>Overtime</i> - Payments to employees for work performed in excess of their regular work shift.
<i>Shift Differential</i> - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.
<i>Travel Differential</i> - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.
SERVICES AND SUPPLIES
In-State Travel - Per Rates Identified in State Travel Handbook
<i>Meals & Misc.</i> - Payment for meals incurred while traveling within the State of Oregon.
<i>Lodging & Room Tax</i> - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon. Fares, Taxi, Bus, Air, Etc.
<i>Per Diem</i> - Payment for per diem, incurred while traveling within the State of Oregon.
<i>Other</i> - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.
<i>Private Car Mileage</i> - Payment for private car mileage while traveling within the State of Oregon.
Office Expense
<i>Direct Project Expenses Including:</i>
<i>Photo, Video & Microfilm Supplies</i> - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.
<i>Printing, Reproduction & Duplication</i> - Expenditures for services to copy, print, reproduce and/or duplicate documents.
<i>Postage</i> - Payment for direct project postage.
<i>Freight & Express Mail</i> - Payment for direct project freight services on outgoing shipments.
Telecommunications
<i>Phone Toll Charges (long-distance)</i> - Payment for telephone long distance charges.
Publicity & Publication
<i>Publish & Print Photos</i> - Payment for printing and publishing photographs to development of publicity and publications.
<i>Conferences</i> (costs to put on conference or seminars)
Equipment \$250 - \$4,999
NOT ELIGIBLE
Employee Training, Excluding Travel
NOT ELIGIBLE
Training In-State Travel
NOT ELIGIBLE
CAPITOL OUTLAY
NOT ELIGIBLE