

INTERGOVERNMENTAL AGREEMENT

City of Portland, Growing Transit Communities

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 incurred by City during the term of this Agreement and include those costs approved in City's Federally Approved Indirect Cost Plan.

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.

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

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on June 30, 2016 ("Termination Date").

B. City's Amount. The City's Amount shall not exceed \$151,360.

C. City's Matching Amount. The City's Matching Amount is \$20,640 or 12% 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. City may also use as part of the City's Matching Amount only Direct Project Costs that are Federally Eligible Costs that City incurs after the execution of this Agreement. 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% up to the City's Amount

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

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

F. ODOT shall limit reimbursement of, and City may use as part of City's Matching Amount only, 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.

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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(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

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

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

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

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

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

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this

Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

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

(2) ODOT grants a royalty-free, perpetual, word-wide, non-exclusive, and irrevocable license to use any Work Product for any governmental purpose, including, but not limited to, the right to reproduce 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".

J. 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.

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

(1) pay to ODOT City's Matching Amount less Federally Eligible Costs previously reported as City's Matching Amount. ODOT may use any funds paid to it under this Section 5.K (1) or any of the City's Matching Amount that is applied to the Project pursuant to Section 3.A 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.

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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(I), 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 mediation or non-binding arbitration) to resolve the dispute short of litigation.

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

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

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

TGM Grant Agreement No. 30532
TGM File Code 1B-14
EA # TG15LA02

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 March 5, 2015

Contact Names:

April Bertelsen
City of Portland
1120 SW 5th, Suite 800
Portland, OR 97204
Phone: 503-823-6177
Fax: 503-823-7609
E-Mail: april.bertelsen@portlandoregon.gov

Terra Lingley, Contract Administrator
Transportation and Growth Management Program
123 NW Flanders
Portland, OR 97209-4037
Phone: 503-731-8232
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E-Mail: Terra.M.Lingley@ODOT.State.or.us

APPROVED AS TO FORM


CITY ATTORNEY 4/15/15

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Exhibit A
Statement of Work and Delivery Schedule
City of Portland
Growing Transit Communities Plan

Name: Agency Project Manager Address: Terra Lingley ODOT Region 1 123 NW Flanders St Portland, OR 97290-4037 Phone: 503-731-8232 Fax: 503-731-3266 Email: Terra.M.Lingley@ODOT.state.or.us	Name: City Project Manager Address: April Bertelsen City of Portland 1120 SW 5 th Avenue, Suite 800 Portland, OR 97204 Phone: 503-823-6177 Fax: 503-823-7609 Email: april.bertelsen@portlandoregon.gov
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Abbreviations

Agency/ODOT -- Oregon Department of Transportation
APM -- Agency Project Manager
CAG -- Community Advisory Group
City -- City of Portland
GIS -- Geographic Information System
PM -- Project Manager
PMT -- Project Management Team
TAC -- Technical Advisory Committee
TEG -- Transportation Expert Group
TSP -- Transportation System Plan

Background and Study Area

By 2035, the City of Portland ("City") is expected to grow by nearly 120,000 households (about 280,000 people) and add nearly 150,000 jobs. The Portland Plan and the Climate Action Plan have established a mode split goal of 25% of all trips on transit by 2035, and the 2035 Regional Transportation Plan includes a goal of tripling transit mode share over 2005 levels. Data from Metro's 2011 Travel Activity Survey indicates that 6.6% of trips in Portland are currently on transit, increasing only 20% between 1994 and 2011. Additional support for transit is needed, as the current growth trend is not aggressive enough to meet mode share targets and accommodate the transportation needs of expected population and employment growth.

The City of Portland is currently updating its Comprehensive Plan, which will prioritize transit-oriented centers and corridors to accommodate expected population and employment growth while minimizing traffic growth. TriMet is also developing its Service Enhancement Plans to present long-term visions for the future development of the transit system. These two planning efforts combined can work together to provide high-frequency and high-capacity transit to areas identified for high-density residential and

employment land uses. This coordination can result in a concentration of compact, 20-minute neighborhoods where transit is the mode of choice for longer trips to other parts of the City or region.

Transit and higher density zoning alone are not sufficient to produce the levels of development and transit use to meet regional goals. Without safe pedestrian and bicycle access to transit, high-quality transit stops, fast and reliable transit operations, parking management, and effective demand management, the automobile will likely be the preferred mode. TriMet's future investment and improving and expanding the frequent transit network will be prioritized based on the level of local access investments, transit-supportive policies, and priority treatments. The City shall work on this Growing Transit Communities Plan, in coordination with TriMet to update corridors with transit-supportive investments to help support both frequent transit service and transit-oriented development.

This planning process will develop transit-supportive investment plans for 2 to 5 transit corridors. The corridors will be selected using criteria from a pool of potential corridors. A suite of corridor-level analysis tools for prioritizing investments will be developed and applied in each corridor. The suite of tools will be developed with the intention of being replicable for use in other corridors and by other jurisdictions. Consideration may be given to selecting corridors with a variety of characteristics that may be used as typologies for informing future planning efforts. The study area map includes 9 potential corridors (This list is illustrative, not exclusive):

1. NE Sandy Boulevard east of 82nd Avenue
2. 122nd Avenue
3. NE Halsey Street west of 122nd Avenue
4. SE Stark Street between I-205 to the eastern City limits
5. SW Macadam Avenue
6. SW Capitol Highway
7. N Lombard Street between St Johns and N Interstate Avenue
8. N Lombard Street north of St. Johns Bridge to Rivergate
9. M L King Jr Boulevard

Transportation Relationship and Benefit

This Project will identify the necessary conditions for frequent transit service success in places where the current environment is not transit-supportive. The Growing Transit Communities Plan will support desired growth in centers and along corridors (consistent with the City's Comprehensive Plan update).

Targeted investments in access to transit, stop amenities, transit priority treatments, and demand management are ways to increase transit ridership. This project will help the City reach the adopted Climate Action Plan goal of achieving a 25% transit mode share by 2035. Making early investments before anticipated development will ensure future residents and employees find transit to be an attractive travel choice when they are moving or changing jobs and are most receptive to a change in mode choice.

Transit-supportive investments have additional benefits by improving pedestrian and bicycle networks and enhancing transit service used by a wider population than those who work and live along the

corridor. These investments will also help corridors meet TriMet's criteria for frequent service expansion, allowing the City to leverage investments for increased transit service hours.

Project Objectives

- Provide safe and convenient walking, biking, and public transportation opportunities to support land use goals and recommended comprehensive plan designations.
- Increase transit ridership and focus frequent transit network investment by linking land use and infrastructure improvements, policies, and programs.
- Increase bicycle and pedestrian access to transit by addressing network gaps and barriers.
- Increase transit-supported development along existing and future high-frequency transit lines.

Task 1: Project Management and Agency and Public Involvement

Objectives

- Ensure the Project is effectively managed.
- Ensure meaningful public participation and input.

Subtasks

- 1.1 Project Management** – City shall manage and coordinate overall planning process and be responsible for on time, on budget completion of deliverables described in this Scope of Work. City shall provide a Project Manager (“PM”) throughout the project and adequate staff to complete the project in accordance with the anticipated timeline. City shall prepare and submit to the Agency Project Manager (“APM”) Bi-Monthly Status Reports and invoices and the Project Close-out report. Progress reports shall include a description of progression toward completion of deliverables and emerging project issues and their resolution. Project Manager performance issues must be resolved in a timely manner through communication between the City PM and APM as needed.

City shall maintain effective communication and coordination between Portland Bureau of Transportation, Bureau of Planning and Sustainability, Oregon Department of Transportation (“ODOT”), Metro, TriMet, and other agencies throughout the Project through participation with the Project Management Team (“PMT”) and Technical Advisory Committee (“TAC”).

- 1.2 Regular PMT Check-ins** – The PMT shall check in (conference calls are acceptable) regularly throughout the project to discuss scope, schedule, and budget. Up to ten half hour Check-ins are anticipated. The PMT must include the City PM, the APM, and a representative from TriMet.
- 1.3 Project Timeline** – City shall prepare a graphical, easy to read Project Timeline showing project milestones by task, anticipated dates for deliverables and milestones, along with key times to engage the community.

- 1.4 Community Outreach and Engagement Plan** – City shall prepare a Community Outreach and Engagement Plan tailored to address coordination between agencies, organizations, groups, and individuals likely to have an interest in the project outcome, and outreach needed to meet Title VI civil rights goals.

The Community Outreach and Engagement Plan must include Committee rosters including a TAC, made up of relevant technical staff and Agency representatives to review and comment on Project deliverables, and a Community Advisory Group (“CAG”) with representatives from transit, bicycle, pedestrian, and stakeholders along identified corridors. The Community Outreach and Engagement Plan must identify decision-making structure and how committees will be engaged throughout the process including a list of milestones and the anticipated involvement by each of the committees, or larger outreach, as necessary.

The Community Outreach and Engagement Plan must identify community composition along identified corridors, environmental justice and social equity considerations, including concentration of transportation disadvantaged communities and non-native English speaking populations and their native language. The Community Outreach and Engagement Plan must identify outreach strategies specific to these communities, such as community newspapers and other media outlets, community associations, groups or congregations, meeting locations or key contacts.

The Community Outreach and Engagement Plan will be a later deliverable, to be finalized once the specific corridors are selected. This will enable staff to tailor each outreach plan to the stakeholders, demographics and community organizations in each corridor. Prior to formation of a CAG, the Project Team may consider working with the Transportation System Plan (“TSP”) Technical Expert Group (“TEG”) and the City modal committees for broad stakeholder input while selecting the corridors to be advanced in this planning effort.

- 1.5 TAC Roster and Meeting #1** – City shall create a TAC roster consisting of key City and TriMet staff, transportation experts including those representing bicycling, walking, and transit (active transportation), and other Agency staff, as appropriate. City shall schedule and conduct TAC Meeting #1 to provide background on the TAC’s role, introduce committee members to the Project, and discuss the Project timeline.

City Deliverables

- 1A PMT Check-ins (up to 10)
- 1B Project Timeline
- 1C Community Outreach and Engagement Plan
- 1D TAC Meeting #1 and Roster

Task 2: Prioritize Study Corridors

Objectives

- Develop criteria to help select priority corridors.

- Use the City's Comprehensive Plan and TriMet's Service Enhancement Plans to identify a range of potential corridors where both compact growth and frequent service are planned.
- Identify priority corridors for further corridor-level planning.

Subtasks

- 2.1 **Priority Corridor Criteria** – City shall develop objective Priority Corridor Criteria to help select priority corridors, using, in part, existing criteria from the Portland TSP, Bureau of Planning and Sustainability's Commercial Corridors Study and criteria for TriMet's frequent transit service from the Transit Investment Plan. Criteria are likely to include known pedestrian and bicycle network gaps, barriers to providing frequent transit service, Comprehensive Plan designation, and information from TriMet's Service Enhancement Plans. The City shall apply criteria to narrow down the corridors to those with the most chance of benefiting from transit-supportive policies, programs, and infrastructure investment. Areas with near-term transit-oriented development potential will be prioritized as long as barriers to such development exist that necessitate intervention in the form of public investment. Corridors that reflect a variety of characteristics may be selected and used as typologies for informing future planning efforts.
- 2.2 **List of Transit Community Corridors** – City shall identify, using the Priority Corridor Criteria, 2-5 corridors to develop plans to create Transit Communities. If the chosen corridors contain ODOT-owned roadways or other facilities, the PMT will coordinate with ODOT throughout the process to ensure that any planned investments are compatible with state goals and policies.
- 2.3 **Project Partner Meetings** – City shall schedule and conduct two Project Partner Meetings to review initial draft List of Transit Community Corridors (Subtask 2.2). Project Partners include the City, TriMet, and ODOT.
- 2.4 **TAC Meeting #2** – City shall schedule and conduct TAC Meeting #2 to discuss Priority Corridor Criteria and the List of Transit Community Corridors.
- 2.5 **CAG Meeting #1** – City shall schedule and conduct CAG Meeting #1 to provide background on the CAG's role, introduce members to the Project, discuss the Project timeline, introduce the List of Transit Community Corridors and discuss next steps.

City Deliverables

- 2A Priority Corridor Criteria
- 2B List of Transit Community Corridors (2-5 individual corridors)
- 2C Project Partner Meetings
- 2D TAC Meeting #2
- 2E CAG Meeting #1

Task 3: Existing Conditions

Objective

- Document the existing conditions in the List of Transit Community Corridors identified in Task 2 to inform the subsequent needs analysis in each corridor.

Subtasks

- 3.1 Existing Conditions Report** – The City shall research and gather existing conditions data for each priority corridor. Data will be gathered through existing reports, Geographic Information System (“GIS”) data, US Census data, TriMet transit data, and site visits.

The Existing Conditions Report must include, but is not limited to:

- Current and emerging City policy, including but not limited to:
 - Comprehensive Plan and Zoning Map
 - TSP modal street classifications
 - Street plans
 - TSP system improvement projects
 - Bicycle Plan 2030
- Gaps in the bicycle and pedestrian networks;
- Barriers to transit access (physical and policy);
- Existing or funded enhanced crossings;
- Existing transit stops and amenities;
- Transit ridership and ramp deployment;
- Transit travel time and reliability problems;
- Existing transit priority treatments;
- Safety concerns;
- Parking supply and pricing;
- Existing transit incentives;
- Demographic information;
- Results from TriMet’s Pedestrian Network Analysis;
- Information from Metro’s Regional Active Transportation Plan;
- Future forecasted population and employment growth; and
- Future forecasted transit ridership.

- 3.2 Priority Corridor Base Maps** – The City shall develop Priority Corridor Base Maps for each priority corridor, including existing conditions such as bicycle and pedestrian facilities/gaps, zoning, areas that are likely to develop, redevelop, Comprehensive Plan corridor or center designations, areas with high-density residential or employment.

- 3.3 TAC Meeting #3** – City shall schedule and conduct TAC Meeting #3 to review the Existing Conditions Report and solicit feedback on the data provided by the Existing Conditions Report and Priority Corridor Base Maps.

- 3.4 CAG Meeting #2** – City shall schedule and conduct CAG Meeting #2 to solicit feedback on the Existing Conditions Report and the Priority Corridor Base Maps.

City Deliverables

- 3A Existing Conditions Report
- 3B Priority Corridor Base Maps
- 3C TAC Meeting #3
- 3D CAG Meeting #2

Task 4: Corridor-Level Analysis and Prioritization Tools

Objectives

- Develop a suite of refined corridor-level tools that provide a methodology to prioritize investment needs within a corridor for improving pedestrian and bicycle access to transit and transit operations.
- Develop a suite of tools that are replicable for use in other corridors and by other jurisdictions.
- Build on existing plans and methodologies, including but not limited to the TriMet Pedestrian Network Analysis Project, Portland Bicycle Plan 2030, and East Portland in Motion.
- Develop a refined and replicable process, updating data inputs, estimate costs in current and future years, and a methodology to prioritize improvements.

Subtasks

4.1 Pedestrian Network Analysis Tool – The City shall create a routable GIS-based pedestrian network model tool for evaluating the access and connectivity benefit of improvements to pedestrian infrastructure and prioritizing them, such as building sidewalks or crossing enhancements. This tool will be designed for use in corridor-level analyses and to be replicable for use in other corridors and by other jurisdictions.

- a. **Pedestrian Network Analysis Corridor Tool Methodology** – City shall develop a methodology, coordinating with TriMet to be used to create a routable GIS-based pedestrian network model tool. The Pedestrian Network Analysis Corridor Tool must be replicable and the methodology must provide a clear understanding of data input needs and how the tool works. City shall also develop a methodology for how to use the model to simulate, evaluate and compare the access and connectivity benefits of discrete pedestrian improvements in order to prioritize needs from within a corridor to support improved access to transit.
- b. **Pedestrian Network Analysis Corridor Tool** – City shall develop a routable GIS-based pedestrian network model that can be used for refined corridor-level analysis. The tool and process needs to be refined and replicable, include current data inputs, and must be useable for comparing and distilling the most crucial access improvements necessary to support transit. The City shall develop a replicable method for generating planning level

cost estimates in current and future years. The Pedestrian Network Analysis Corridor Tool must include criteria for prioritizing investments. The Pedestrian Network Analysis Corridor Tool must be available for use by the City, TriMet, and other jurisdictions around the state for use on future projects.

- c. **User Guide** – City shall develop a “User Guide” to the corridor tool that describes network development, how to use it for analysis, inputs, outputs, how to update it over time, and how the results are packaged and delivered to ensure other jurisdictions and the City may use the tool to develop similarly prioritized project lists on additional corridors.
- 4.2 **Active Transportation Project Prioritization Tool** – City shall develop a spreadsheet-based prioritization tool for evaluating and prioritizing pedestrian and bicycle infrastructure improvements. The Active Transportation Project Prioritization Tool must utilize and build upon existing or emerging tools in the profession, such as past plans and research products from the National Cooperative Highway Research Program. The tool may be used to compare, validate and calibrate outputs from the above Pedestrian Network Analysis Tool. The Active Transportation Project Prioritization Tool must be designed for use in corridor-level analyses and to be replicable for use in other corridors and by other jurisdictions.
- 4.3 **Transit Priority Operational Improvements Methodology** – City shall develop a methodology in partnership with TriMet for prioritizing infrastructure investments in transit priority operational and design treatments. Criteria must be developed to inform prioritization. City shall use available data from traffic conditions and TriMet transit operations to shape the criteria and evaluation.
- 4.4 **TAC Meeting #4** – City shall schedule and conduct TAC Meeting #4 to review and solicit feedback from technical staff on the Pedestrian Network Analysis and the Active Transportation Project Prioritization Tools.
- 4.5 **CAG Meeting #3** – City shall schedule and conduct CAG Meeting #3 to review and solicit feedback on the Pedestrian Network Analysis and the Active Transportation Project Prioritization Tools.

City Deliverables

- 4A Pedestrian Network Analysis Corridor Tool Methodology
- 4B Pedestrian Network Analysis Corridor Tool
- 4C Pedestrian Network Analysis User Guide
- 4D Active Transportation Project Prioritization Tool
- 4E Transit Priority Operational Improvements Methodology
- 4F TAC Meeting #4
- 4G CAG Meeting #3

Task 5: Needs Analysis

Objective

- Identify specific policy, program, and infrastructure needs for each priority corridor based on existing conditions.

Subtasks

- 5.1 **List of Infrastructure Needs** – City shall develop a List of Infrastructure Needs to improve pedestrian and bicycle access to transit and transit priority operational and design treatments. The List of Infrastructure Needs may include, but is not limited to, bicycle access, transit priority opportunities, bus stop amenities, pedestrian infrastructure. The List of Infrastructure Needs must be informed by the past plans and existing conditions findings in Task 3.
- 5.2 **Apply Pedestrian Network Analysis and Active Transportation Project Prioritization Tools and Findings Report**– City shall apply the Pedestrian Network Analysis and the Active Transportation Project Prioritization Tools and other methods developed in Task 4 to each of the 2-5 Transit Community Corridors from Task 2. City shall prepare a Findings Report with the results of the Corridor Tool application and the potential implications for the Priority List of Investments by Corridor to be developed in the next task.
- 5.3 **TAC Meeting #5** – City shall schedule and conduct TAC Meeting #5 to review and solicit feedback from technical staff on the Findings Report.
- 5.4 **CAG Meeting #4** – City shall schedule and conduct CAG Meeting #4 to review and solicit feedback on the Findings Report.
- 5.5 **Public Engagement Events** – City shall schedule and conduct 2 to 6 Public Engagement Events (online is acceptable) to share findings and solicit feedback from the broader public. These events may be held in conjunction with other planning processes to reach as broad of an audience as possible. The events may include public open houses or focused outreach to targeted stakeholder group. The number of events will depend upon the number of corridors, demographics, community composition and known stakeholder groups. These events will be targeted near geographies chosen in the Transit Community Corridors.

City Deliverables

- 5A List of Infrastructure Needs
- 5B Findings Report
- 5C TAC Meeting #5
- 5D CAG Meeting #4
- 5E Public Engagement Events

Task 6: Investment Plan

Objectives

- Create actions to support transit in priority corridors including programs, policies, and infrastructure projects.
- Prioritize potential transit-supportive investments.

Subtasks

- 6.1 Priority List of Investments by Corridor** – City shall identify and prioritize potential transit-supportive investments in each Transit Community Corridor to address needs identified in Task 5. Investments may be policies, programs, or infrastructure improvements. These investments will be included in the TSP and RTP updates, as necessary.
- a. Policies may include changes to parking management and pricing, transit stop spacing and amenities, and transportation demand management requirements for new development. Programs may include establishment of system management and demand management programs. Infrastructure investments may include pedestrian and bicycle access improvements, bicycle parking, transit priority roadway treatments, transit stop improvements, and street lighting improvements. City may consider identifying triggers for timing of investments.
 - b. City shall coordinate with TriMet on developing the investment plan.
 - c. All identified investments will be organized by priority using criteria and methodology in Task 4.
 - d. If Transit Community Corridors contain ODOT facilities the PMT will collaborate and coordinate with ODOT during this task.
- 6.2 TAC Meeting #6** – City shall schedule and conduct TAC Meeting #6 to review Priority List of Investments by Corridor and determine if the lists are appropriate for each priority corridor.
- 6.3 CAG Meeting #5** – City shall schedule and conduct CAG Meeting #5 to review Priority List of Investments by Corridor and determine if the lists are appropriate for each priority corridor.
- 6.4 Public Engagement Events** – City shall schedule and conduct approximately 2 to 6 Public Engagement Events (may be online) to share findings and solicit feedback from the broader public. Public Engagement Events must review with community stakeholders that the lists of investments are appropriate for each priority corridor. These events may be held in conjunction with other planning processes to reach as broad of an audience as possible. These events may include the TEG from the TSP process. The events may include public open houses or focused outreach to targeted stakeholder group. The number of events will depend upon the number of corridors, demographics, community composition and known stakeholder groups. These events will be targeted near geographies chosen in the study corridors.

City Deliverables

- 6A Priority List of Investments by Corridor
- 6B TAC Meeting #6
- 6C CAG Meeting #5
- 6D Public Engagement Events

Task 7: Implementation Strategy

Objective

- Develop corridor-specific implementation strategies including funding mechanisms.

Subtasks

- 7.1 **Corridor-Specific Implementation Strategies** – City shall prepare Corridor-Specific Implementation Strategies for each corridor. Implementation Strategies will identify potential funding mechanisms. City, in coordination with TriMet, will develop packages of investments. Phasing may be considered when developing these Corridor-Specific Implementation Strategies.
- 7.2 **TAC Meeting #7** – City shall schedule and conduct TAC Meeting #7 to review and provide feedback on the recommended Corridor-Specific Implementation Strategies.
- 7.3 **CAG Meeting #6** – City shall schedule and conduct CAG Meeting #6 to review and provide feedback on the recommended Corridor-Specific Implementation Strategies.
- 7.4 **Final Project Report** – City shall prepare an adoption-ready Final Project Report for the Growing Transit Communities project including the process, methodology, and model for other jurisdictions to potentially replicate the process. The Final Project Report must include the specific implementation strategies for each priority corridor, as verified by the TAC.
- 7.5 **Community Outreach Status Report** – City shall prepare a Community Outreach Status Report at the end of Project documenting outreach efforts and accomplishments, especially with regard to Title VI civil rights populations.

City Deliverables

- 7A Corridor-Specific Implementation Strategies
- 7B TAC Meeting #7
- 7C CAG Meeting #6
- 7D Final Project Report
- 7E Community Outreach Status Report

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Project Budget

Task	City Budget Estimate
1: Project Management and Agency and Public Involvement	\$11,000
2: Prioritize Study Corridors	\$8,000
3: Existing Conditions	\$20,000
4: Corridor-Level Pedestrian Network Analysis Tool	\$32,000
5: Needs Analysis	\$40,000
6: Investment Plan	\$36,000
7: Implementation Strategy	\$25,000
Total	\$172,000*

* This amount includes City's Amount and City's Matching Amount

Project Schedule

Task	Months from NTP
1: Project Management and Agency and Public Involvement	1-4
2: Prioritize Study Corridors	2-4
3: Existing Conditions	4-7
4: Develop Corridor-Level Pedestrian Network Analysis Tool	3-8
5: Needs Analysis	8-10
6: Develop Investment Plan	10-13
7: Develop Implementation Strategy	14-15
TOTAL	

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EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

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

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

AGENCY OFFICIAL CERTIFICATION (ODOT)

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

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

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

EXHIBIT C

Federal Provisions Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

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

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency; 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a | <p>criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;</p> |
|---|--|

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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

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

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

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

IV. EMPLOYMENT

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

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

V. NONDISCRIMINATION

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

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

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

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

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

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

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

DBE POLICY STATEMENT

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

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

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

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

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

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

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

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

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

VII. LOBBYING

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

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

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

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

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

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

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

TGM Grant Agreement No. 30532
TGM File Code 1B-14
EA # TG15LA02

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