

**COOPERATIVE/PLANNING AGREEMENT**  
**Regional Over-Dimensional Truck Route Study**

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT;" the designated Portland area metropolitan planning organization, acting by and through its designation as the Portland Urbanized Area Metropolitan Planning Organization, hereinafter referred to as "METRO;" the CITY OF PORTLAND, acting by and through its elected officials, hereinafter referred to as "CITY;" WASHINGTON COUNTY, acting by and through its elected officials, hereinafter referred to as "WASHINGTON CO.;" CLACKAMAS COUNTY, acting by and through its elected officials, hereinafter referred to as "CLACKAMAS CO.;" and MULTNOMAH COUNTY, acting by and through its elected officials, hereinafter referred to as "MULTNOMAH CO.;" hereinafter referred to individually or collectively as "PARTY" or "PARTIES."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a PARTY to the agreement, its officers, or agents have the authority to perform.
2. METRO, an independent public agency not in the employ of the State of Oregon, is the designated Metropolitan Planning Organization for the Portland Urbanized Area.
3. METRO and ODOT desire to enter into this Agreement for their mutual benefit of developing a project for the Metropolitan Transportation Improvement Program (MTIP). The MTIP schedules spending of federal transportation funds in coordination with significant state and local funds in the Portland metro region. It demonstrates how these projects relate to federal regulations regarding project eligibility, air quality impacts, environment justice and public involvement.
4. ODOT, as the state agency responsible for pass-through Federal-Aid Surface Transportation Funds, is therefore a PARTY to this Agreement.
5. By the authority granted in ORS Chapter 818, ODOT, WASHINGTON COUNTY, CITY OF PORTLAND, CLACKAMAS COUNTY, and MULTNOMAH COUNTY issue permits for the movement of over-dimensional (O-D) vehicles exceeding the weight and size limitations over highways and roads under their respective jurisdictions, and may engage in programs intended to simplify or expedite the issuance of permits.
6. Frequently, vehicles and loads are of such weight and dimension that a specific routing must be followed and such routing includes state highways, CITY streets, and WASHINGTON, CLACKAMAS, and MULTNOMAH County roads, thereby requiring the permittee to obtain separate permits for the same movement from

ODOT, CITY OF PORTLAND, and WASHINGTON, CLACKAMAS, AND  
MULTNOMAH COUNTIES.

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

#### **TERMS OF AGREEMENT**

1. Under such authority, CITY, as the Project Manager, will manage ODOT's Flex Services Consultant ("CONSULTANT") to prepare a strategic plan for the efficient and safe movement of O-D vehicles within and through the Portland Metro region, hereinafter referred to as "Project" and as further described in Exhibit A-Statement of Work, attached hereto and by this reference made a part hereof.
2. The Project shall be conducted as a part of the Federal-Aid Urban Surface Transportation Program (STP), Title 23, United States Code, Catalog of Federal Domestic Assistance (CFDA) No. 20.205. Federal Urban STP funds, provided by METRO for this Project, shall be limited to \$125,000 (the "STP Funds"). CITY, WASHINGTON CO., and CLACKAMAS CO. shall each contribute one-third of the total soft-match required (defined as staff time and incidental administrative costs). The total soft match required is 10.27% of the STP Funds, which is approximately \$14,306.82 total, and \$4,768.94 for each of the foregoing entities, as further described herein. CITY, WASHINGTON CO., and CLACKAMAS CO. shall be each responsible for any non-participating costs.
3. All PARTIES providing their matching funds in the form of "soft match" must first seek pre-approval from ODOT's Program & Funding Services Unit Manager before proceeding.
4. This Agreement becomes effective upon the date all required signatures are obtained and shall automatically terminate ten (10) years from the date of execution, unless extended by a fully executed amendment.

#### **METRO OBLIGATIONS**

1. METRO certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance its obligation under this Agreement.
2. METRO shall, at its own expense, perform the work described in Exhibit A.
3. METRO certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of METRO, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind METRO.

4. METRO's Project Manager for this Project is Tim Collins, Senior Transportation Planner, 600 NE Grand Ave., Portland, OR 97232, 503-797-1762, tim.collins@oregonmetro.gov, or assigned designee upon individual's absence. METRO shall notify the other PARTIES in writing of any contact information changes during the term of this Agreement.

#### **CITY OF PORTLAND OBLIGATIONS**

1. CITY shall provide one-third (1/3) of the 10.27% soft match of in-kind services, as described in Terms of Agreement Paragraph No. 2.
2. CITY will perform work and be reimbursed by ODOT up to \$10,000, as set forth below.
3. CITY certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance its obligation under this Agreement.
4. CITY shall perform the work described in Exhibit A and attributed to CITY to perform. CITY (not METRO, or the COUNTIES) is solely responsible for ensuring that CONSULTANT performs the work ascribed to CONSULTANT in Exhibit A.
5. CITY shall keep accurate cost accounting records. CITY shall prepare and submit monthly itemized, progress invoices for reimbursable work and separate statements for soft match tracking purposes directly to ODOT's Grant Administrator for review and approval. CITY shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from ODOT.
6. CITY shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
7. CITY certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of CITY, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind CITY.
8. CITY's Project Manager for this Project is Bob Hillier, Freight Planning Coordinator, 1120 SW 5<sup>th</sup> Ave., Suite 800, Portland, OR 97214, 503-823-7567, robert.hillier@portlandoregon.gov, or assigned designee upon individual's absence. CITY shall notify all PARTIES in writing of any contact information changes during the term of this Agreement.

#### **WASHINGTON COUNTY OBLIGATIONS**

1. WASHINGTON CO. shall provide one-third (1/3) of the 10.27% soft match of in-kind services, as described in Terms of Agreement Paragraph No. 2.
2. WASHINGTON CO. certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance its obligation under this Agreement. WASHINGTON CO. shall perform the work described in Exhibit A.
3. WASHINGTON CO. shall keep accurate cost accounting records. WASHINGTON CO. shall prepare and submit monthly itemized, progress statements for soft match tracking purposes directly to ODOT's Grant Administrator for review and approval.
4. WASHINGTON CO. certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind WASHINGTON CO.
5. WASHINGTON CO.'s Project Manager for this Project is Steven Szigethy, Principal Planner, 155 N. First ave., Suite 350, Hillsboro, OR 97124, 503-846-3847, [stevenszigethy@co.washington.or.us](mailto:stevenszigethy@co.washington.or.us), or assigned designee upon individual's absence. WASHINGTON CO. shall notify all PARTIES in writing of any contact information changes during the term of this Agreement.

#### **CLACKAMAS COUNTY OBLIGATIONS**

1. CLACKAMAS CO. shall provide one-third (1/3) of the 10.27% soft match of in-kind services, as described in Terms of Agreement Paragraph No. 2.
2. CLACKAMAS CO. certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance its obligation under this Agreement.
3. CLACKAMAS CO. shall perform the work described in Exhibit A.
4. CLACKAMAS CO. shall keep accurate cost accounting records. CLACKAMAS CO. shall prepare and submit monthly itemized, progress statements for soft match tracking purposes directly to ODOT's Grant Administrator for review and approval.
5. CLACKAMAS CO. certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of CLACKAMAS CO., under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind CLACKAMAS CO.

6. CLACKAMAS CO.'s Project Manager for this Project is Lawrence Conrad, Principal Transportation Planner, 150 Beavercreek Road, Oregon City, OR 97045, 503-742-4539, larryc@co.clackamas.or.us, or assigned designee upon individual's absence. CLACKAMAS CO. shall notify all PARTIES in writing of any contact information changes during the term of this Agreement.

#### **MULTNOMAH COUNTY OBLIGATIONS**

1. MULTNOMAH CO. certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance its obligation under this Agreement.
2. MULTNOMAH CO. shall, at its own expense, perform the work as a Project Management Team (PMT) member described in Exhibit A and agrees to provide any MULTNOMAH CO. data, as needed to support the Project efforts described in Exhibit A.
3. MULTNOMAH CO. certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of MULTNOMAH CO., under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind MULTNOMAH CO.
4. MULTNOMAH CO. Project Manager for this Project is Kate McQuillan, Transportation Planner, Multnomah County Land Use and Transportation Planning; phone (503) 988-0204; fax (503) 988-3389; email: [katherine.mcquillan@multco.us](mailto:katherine.mcquillan@multco.us); or assigned designee upon individual's absence. MULTNOMAH CO. shall notify all PARTIES in writing of any contact information changes during the term of this Agreement.

#### **ODOT OBLIGATIONS**

1. In consideration for the services performed, ODOT agrees to pay CONSULTANT within forty-five (45) days of receipt by ODOT of the CITY-approved Project invoices a maximum amount of \$115,000. Said maximum amount shall include reimbursement for all expenses. Travel expenses shall not be reimbursed.
2. In consideration for the services performed, ODOT agrees to pay CITY within forty-five (45) days of receipt by ODOT of the Project invoice a maximum amount of \$10,000. Said maximum amount shall include reimbursement for all expenses. Travel expenses shall not be reimbursed.
3. ODOT's Project Manager for this Project is Tony Coleman, Grant Administrator, 123 NW Flanders St., Portland, OR 97209, 503-731-8480, [anthony.t.coleman@odot.state.or.us](mailto:anthony.t.coleman@odot.state.or.us), or assigned designee upon individual's

absence. ODOT shall notify all PARTIES in writing of any contact information changes during the term of this Agreement.

#### GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent by all PARTIES.
2. ODOT may terminate this Agreement effective upon delivery of written notice to all PARTIES, or at such later date as may be established by ODOT, under any of the following conditions:
  - a. If any PARTY fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If any PARTY fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within ten (10) days or such longer period as ODOT may authorize.
  - c. If any PARTY fails to provide payment of its share of the cost of the Project.
  - d. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. 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.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the PARTIES prior to termination.
4. 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 any Party with respect to which any other Party may have liability, the notified Party must promptly notify all other Parties in writing of the Third Party Claim and deliver to all other Parties a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

5. With respect to a Third Party Claim for which one Party is jointly liable with another Party or Parties (or would be if joined in the Third Party Claim), each Party 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 in such proportion as is appropriate to reflect the relative fault of each Party 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 each Party 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. Each Party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if that Party had sole liability in the proceeding.
6. The PARTIES shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the PARTIES may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
7. The PARTIES agree to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, which hereby are incorporated by reference. Without limiting the generality of the foregoing, the PARTIES expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
8. The PARTIES shall perform the service under this Agreement as independent contractors and shall be exclusively responsible for all costs and expenses related to their employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
9. The PARTIES agree that all employers 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. The PARTIES shall ensure that each of its subcontractors complies with these requirements.
10. The PARTIES acknowledge and agree that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of all PARTIES which are

directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting PARTY.

11. As federal funds are involved in this Agreement, EXHIBITS B and C are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by the PARTIES. The PARTIES also certify to any provisions of Exhibit B and C which are applicable to their situation as a sub-sub recipient of federal funds.
12. All PARTIES as a recipient of federal funds, pursuant to this Agreement with ODOT, shall assume sole liability for their organization's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon any breach of any such conditions that requires ODOT to return funds to the Federal Highway Administration, hold harmless and indemnify ODOT for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the PARTIES, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
13. 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.
14. This Agreement and attached exhibits constitute the entire agreement between the PARTIES on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any PARTY unless in writing and signed by all PARTIES and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

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

***SIGNATURES TO FOLLOW***

Metro/Portland/Clackamas/Washington/Multnomah/ODOT  
Agreement No. 29830

**METRO**, an Oregon municipal  
corporation

By \_\_\_\_\_  
Director

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
METRO Counsel

Date \_\_\_\_\_

**METRO Contact:**

Tim Collins, Senior Transportation  
Planner  
600 NE Grand Ave.  
Portland, OR 97232  
503-797-1762  
tim.collins@oregonmetro.gov

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 1 Planning Manager

Date \_\_\_\_\_

**ODOT Contact:**

Tony Coleman  
123 NW Flanders Street  
Portland, OR 97209  
503-731-8480  
anthony.t.coleman@odot.state.or.us

**CITY OF PORTLAND**, by and through its  
designated officials

By \_\_\_\_\_  
Commissioner

Date \_\_\_\_\_

By \_\_\_\_\_  
Auditor

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**  
**APPROVED AS TO FORM**

By \_\_\_\_\_  
CITY COUNSEL

Date \_\_\_\_\_  
CITY ATTORNEY 5/12/12

**CITY Contact:**

Bob Hillier, Freight Planning Coordinator  
1120 SW 5<sup>th</sup> Ave., Suite 800  
Portland, OR 97214  
503-823-7567  
robert.hillier@portlandoregon.gov

**CLACKAMAS COUNTY**, by and through  
its designated officials

By \_\_\_\_\_  
Chair

Date \_\_\_\_\_

By \_\_\_\_\_  
Recording Secretary

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
CLACKAMAS CO. Counsel

Date \_\_\_\_\_

**CLACKAMAS CO. Contact:**

Lawrence Conrad  
Principal Transportation Planner  
150 Beaver Creek Road  
Oregon City, OR 97045  
503-742-4539  
larryc@co.clackamas.or.us

**WASHINGTON COUNTY**, by and  
through its designated officials

By \_\_\_\_\_  
Chair of Board of Commissioners

Date \_\_\_\_\_

By \_\_\_\_\_  
Recording Secretary

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_

WASHINGTON CO. Counsel

Date \_\_\_\_\_

**WASHINGTON CO. Contact:**

Steven Szigethy, Principal Planner  
155 N. First ave., Suite 350  
Hillsboro, OR 97124  
503-846-3847  
stevenszigethy@co.washington.or.us

**MULTNOMAH COUNTY**, by and through  
its designated officials

By \_\_\_\_\_  
Chair of Board of Commissioners

Date \_\_\_\_\_

By \_\_\_\_\_  
Recording Secretary

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_

MULTNOMAH CO. Counsel

Date \_\_\_\_\_

**MULTNOMAH CO. Contact:**

Kate McQuillan, Transportation Planner  
Multnomah County Land Use and  
Transportation Planning  
phone (503) 988-0204  
fax (503) 988-3389  
katherine.mcquillan@multco.us

## EXHIBIT A

### City of Portland Regional Over-Dimensional Truck Route Study

#### STATEMENT OF WORK

##### Definitions

Agency/ODOT	Oregon Department of Transportation
APM	Agency Project Manager
City	City of Portland
City PM	City Project Manager
DCP	Development Concept Plan
DLCD	Department of Land Conservation and Development
PM	Project Manager
PMT	Project Management Team
SAC	Stakeholder Advisory Committee
TAC	Technical Advisory Committee
TSP	Transportation System Plan

##### Project Background

1. The Oregon Department of Transportation (ODOT) requires motor carriers transporting oversize or overweight loads to obtain a variance permit prior to departure (for loads originating in-state) or entering Oregon from another state. Under Oregon Revised Statute (ORS) 818 – Vehicle Limits, drivers operating on Oregon roads must obtain a state-issued over-dimension (single-trip or annual) variance permit to haul any single, non-divisible load meeting the following condition:  
 Height: Vehicle or vehicle combination and load exceeds 14 feet.  
 Width: Load or hauling equipment exceeds 8 feet 6 inches.  
 Length: Load greater than 40 feet, exceeding 5 feet beyond the end of the semi-trailer, or load less than or equal to 40 feet, exceeding one-third of the wheelbase of the combination, whichever is less.
2. Truck operators obtain an over-dimensional variance permit from the State when their vehicle exceeds any of the legal limits. The permits provide routing plans and restrictions on travel. In addition, any road authority may also require a permit for the use of their streets by over-dimensional vehicles exceeding the weight or size limitations set forth in ORS 818.
3. In 2007, the Portland Bureau of Transportation conducted an analysis of over 6,000 state and city permit records issued in 2006 to define the existing nature of over-dimensional movements and the clearance requirements of permitted loads. The analysis found that construction equipment (cranes and excavators) along with log loaders and steel plates were the most commonly permitted commodities and account for more than half of the over-dimension loads transported. The analysis also identified both the median and largest sized trucks using city streets to move these commodities in order to provide insight on the appropriate routing and minimum clearance requirements for these vehicles.

4. While the orderly and efficient movement of these over-sized and over-weight commodities are crucial to the economic well-being of the Metro region, their transport can create negative impacts to the local neighborhoods in respect to excessive roadway damage, noise, pollution and traffic congestion. For example, N Columbia Blvd and NE Lombard St (US 30 Bypass) are the two primary east/west truck routes linking the adjacent industrial properties to the Interstate Highway System. These two facilities serve as the only viable east/west routes for over-dimensional vehicles in the Columbia Corridor Industrial area. However, current height restrictions and other operational constraints force over-dimension truck traffic through the St. Johns Town Center on the US 30 Bypass rather than taking the preferred city truck route along N. Columbia Blvd. In Washington County, the Oregon St. /Tonquin Rd. /Grahams Ferry/Day Rd. /Boones Ferry Road route poses significant safety and operational challenges for over-dimensional loads traveling between Tualatin-Sherwood Rd. and I-5. In Clackamas County, there are numerous routes used to transport over dimensional loads to construction sites and between the rural resource lands and the urban area.
5. Most freight moved into, out of, within, and through the Metro region is by truck. While various factors influence freight mode selection, over-dimensional loads are unique with respect to door-to-door origin and destination and typically rely on trucks for the entire delivery. Based on the Commodity Flow Forecast, 67 percent of all freight in the region moves by truck, which is projected to grow to 73 percent by 2030, an increase of 93 percent.
6. The Washington County 2020 Transportation Plan strategy 16.1 calls for coordination of planning, development, maintenance and operation of an efficient and safe freight system with the private sector and government agencies in the Portland metropolitan area. Moreover, the adopted Portland Freight Master Plan calls for preparing a strategy for truck routes that serve the movement of over-dimensional loads as an implementing action. Developing a strategy to transfer the US 30 Bypass designation from Lombard to Columbia Blvd is also a recommended action in the Portland Freight Master Plan to improve freight mobility and to enhance community livability in the St. Johns neighborhood.
7. The Clackamas County Transportation System Plan includes Policy 5.V.3 - Consider Heavy and Oversize Freight Movement requirements on State and County facilities when developing plans for transportation improvements and land use changes along freight routes designated as ORS 366.215 Corridors, as shown on Maps 5-9c and 5-9d.
8. Clackamas County faces similar issues to those faced by the other jurisdictions in the region in terms of maintaining freight mobility and identified routes for over dimensional freight. The metals manufacturing sector produces a number of over dimensional products that are shipped from Clackamas County to other locations throughout the west. OR 99E is an over dimensional freight route that contains three bridge related height limitations that can affect over dimensional freight movement.
9. Since both ODOT and the local jurisdictions issue separate permits for oversize and overweight loads, there is a need for a more comprehensive and consistent regional approach for routing over-dimensional vehicles throughout the metro region and to

Metro/Portland/Clackamas/Washington/Multnomah/ODOT  
Agreement No. 29830

identify current height restrictions and other operational constraints on the regional transportation network.

10. Furthermore, Oregon Revised Statute (ORS) 366.215 states that the Oregon Transportation Commission (OTC) may not permanently reduce the "vehicle-carrying capacity" of identified state freight routes. Review procedures have been established for local and regional agencies that are conducting planning, design or project development activities on identified freight routes to coordinate with ODOT's Motor Carrier Transportation Division (MCTD).

#### **Project Purpose and Outcomes**

The purpose of this study is to provide local jurisdictions with a comprehensive assessment of over-dimensional truck movements in order to more effectively plan for their safe and efficient routing within and through the Metro region. This project will identify and map the most commonly used and the preferred routes for the safe movement of over-dimensional vehicles and document the minimum clearance requirements to accommodate over-sized loads in the Metro region. Physical and operational constraints and missing gaps in the over-dimensional network will be defined and recommended transportation improvements and planning-level cost estimates to remove identified constraints will be developed. An inventory and assessment of current transportation policies and regulations and over-dimensional permitting practices will be conducted to identify potential policy changes and permitting efficiency improvements. The goal is to develop a seamless over-dimensional vehicle route system that transcends jurisdictional boundaries and to provide policy guidance for accommodating over-dimensional vehicles in state, regional and local transportation system plans and street design guidelines.

#### **Responsible Entities**

*The City of Portland will serve as the lead agency and provide overall project management responsibilities, review technical reports and related materials, and facilitate stakeholder and project management team meetings and meetings with key interest groups. The City of Portland will also coordinate with its regional partners to provide consultant with relevant transportation data and background materials and related data and permitting information for over-dimensional truck movements. The project consultant will conduct the technical planning and engineering analysis and cost estimates and final report preparation. The consultant will also participate in all stakeholder and interest group activities to provide technical support as specified in the Statement of Work.*

A Project Management Team (PMT) shall be formed and consist of the following lead agencies and partners:

- City of Portland Bureau of Transportation - Lead Agency/Project Manager
- Metro - Partner agency
- Clackamas County - Partner agency
- Washington County - Partner agency
- Multnomah County - Partner agency
- Oregon Department of Transportation - Partner agency

#### **Expectations about Written and Graphic Deliverables**

*CONSULTANT shall provide one electronic copy of all deliverables. All written and graphic products must be provided in MS Word and PDF format and be reproducible in hardcopy as handouts for broad distribution in black and white without loss of clarity. Where hard copy*

*deliverables are required in this scope of work, ten (10) copies are required unless otherwise noted.*

*All written deliverables must be professionally written and include the project name, a title that refers to the contract deliverable, draft number, subtask number and date of preparation. All draft written deliverables shall be provided in an editable file format compatible with MS Office 2007 and include redline/strikeout format as drafts are revised. Final written deliverables must also be provided in an editable format compatible with MS Office 2007.*

*All map deliverables shall be provided in both PDF and ESRI-compatible format (shape file, coverage, or geo database), or other acceptable format determined by Agency (in consultation with the PMT). The spatial reference system must be NAD83 HARN, Oregon State Plane North. Maps must include details necessary to ensure usability, including but not limited to MPO limits, Urban Growth Boundaries, street names, relevant environmental and cultural features, legend, and date. Maps must be at a scale that is legible, including font size. Digital copies of all other graphic files shall be provided in native (e.g., CorelDraw) formats.*

#### **Expectations about Review and Comments**

*CONSULTANT shall coordinate with PMT as necessary and shall revise Draft deliverables to incorporate PMT draft review comments. It is assumed that draft deliverables will be revised one time prior to public/SAC release, then will be revised one more time following public/SAC review, unless otherwise noted.*

*CONSULTANT shall convey deliverables to the City of Portland Project Manager for distribution. The review cycle for these materials is five (5) business days for intermediate products, and ten (10) business days for final products unless otherwise specified. All references to "days" in the WOC are in Business Days as defined in the Purchase Agreement (not calendar days).*

#### **Meetings**

*The Scope of Work describes several types of meetings that will occur over the course of the project. These include Project Management Team meetings and Stakeholder Advisory Committee meetings, which are identified as specific tasks elsewhere in the SOW. Unless specified otherwise, the CONSULTANT shall collaborate with the City of Portland, and PMT as necessary, to organize and conduct these meetings and events. The City of Portland will be responsible for taking the presentation lead at all meetings, unless otherwise delegated to the CONSULTANT. The Consultant shall attend all meetings, unless otherwise specified.*

*City of Portland staff will provide guidance on the informational materials and graphics for the meetings. The CONSULTANT shall use this guidance to prepare informational materials and graphics. CONSULTANT shall provide easels and note pads, lead presentations and discussions (as requested by the City of Portland). CONSULTANT shall provide electronic copies of draft meeting materials to the PMT for their review and approval at least ten (10) days in advance of meetings and events.*

*City of Portland staff shall provide meeting agendas and meeting summaries for all committee meetings, work sessions, workshops and presentations. Meeting summaries are not intended to be detailed accounts of meetings, but shall at least provide attendance, significant issues raised, identify the person(s) raising issues, resolution of any issue, and decisions made at such*

*meetings, work sessions, workshops and presentations. Meeting summaries shall be provided within one week following the meeting.*

*The City of Portland will coordinate all other meeting arrangements, which may be referred to elsewhere in this SOW as "logistics." This includes identifying meeting locations, making reservations, ensuring that tables and chairs are available if necessary, posting directional signs to meeting rooms, and making any other arrangements necessary to conduct the meetings. City of Portland will help staff the meetings and participate in discussions. For Committee meetings, City of Portland will finalize, print and distribute meeting announcements, agendas, and discussion materials (prepared by CONSULTANT).*

### **Statement of Work (Tasks, Deliverables and Schedule)**

#### **Task 1.0 - Project Management**

**Objective:** Define the project management structure and roles and responsibilities of the involved entities.

#### **City of Portland or its CONSULTANT shall:**

- 1.1 Be responsible for managing and completing the tasks and deliverables identified in this SOW and coordinating with the Project Management Team (PMT) to ensure completion within the Project timeline. City of Portland or its CONSULTANT shall coordinate with all sub-contractors, the PMT, and other project partners as needed throughout the duration of the Project.
- 1.2 Form the PMT consisting of staff from the Oregon Department of Transportation (ODOT), the Portland Bureau of Transportation (PBOT), Clackamas County, Washington County, Metro, Multnomah County, and others that will be responsible for providing overall project management and direction throughout the process. The PMT will be responsible for the review and final approval of all work tasks and deliverables identified in this SOW and participation in all stakeholder events and activities.
- 1.3 Provide quality control such that draft and final deliverables undergo a peer review process prior to submittal to ODOT. City or its CONSULTANT shall prepare work breakdown structure and critical path schedule for all tasks and deliverables necessary to complete the Project on time and within budget. City or its CONSULTANT shall prepare and submit monthly invoices in a format approved by State. The monthly invoices will reflect the Project schedule and show the budgeted cost for each task, tasks completed/percent complete, actual cost/cost to date, billable hours per person per task, and cost of materials.

#### **Project Management Team (Metro, ODOT, City of Portland, Clackamas County, Washington County and Multnomah County) shall:**

- 1.1 Participate in all scheduled PMT meetings, review and final approval of all work tasks and deliverables identified in this SOW and participate in all stakeholder events and activities.

**Schedule:** Ongoing for duration of the project

Metro/Portland/Clackamas/Washington/Multnomah/ODOT  
Agreement No. 29830

**City of Portland Deliverables:**

- A. Identify and form the PMT and schedule meetings.
- B. Review and provide comments on the CONSULTANT's Task 1 deliverables.

**CONSULTANT Deliverables:**

- A. Attend one (1) kickoff meeting and up to six (6) PMT coordinating meetings (maximum of two (2) hours/each in length). CONSULTANT Project Manager will attend all of the PMT coordinating meetings.
- B. Prepare a critical path schedule (delivered in electronic format) for project tasks and deliverables based on the finalized project work scope.
- C. Produce monthly progress reports (delivered in electronic format) that reflect the Project schedule and show the budgeted cost for each task and/or deliverable, tasks completed/percent complete, actual cost/cost to date, and billable hours per person per task and/or deliverable, and cost of materials.
- D. Produce and submit monthly invoices.

**Project Management Team Deliverables:**

- A. Participate in kickoff meeting and up to six (6) PMT coordinating meetings

**TASK 2.0 – Stakeholder Involvement**

**Objective:** Implement a stakeholder involvement process that generates strategic input from a broad cross-section of stakeholders that are involved with the movement of over-dimensional freight in the Portland Metro region.

**Task 2.1 – Stakeholder Advisory Committee**

**City of Portland or its CONSULTANT shall:**

- 2.1.1 Lead and facilitate up to four (4) Stakeholder Advisory Committee (SAC) meetings (maximum two (2) hours/meeting in length) and prepare meeting agendas, meeting notes and related review materials. City of Portland, in consultation with the PMT, will determine the members of the SAC that will be composed of state and local government transportation planning and engineering staff and representatives from the over-dimensional hauling industry. The SAC will meet up to four (4) times at key milestones during the study process to review, inform and endorse project information and work products and provide technical input to the PMT. CONSULTANT Project Manager will attend these SAC meetings as appropriate.

**Project Management Team shall:**

- 2.1.1 Recommend membership and participate in all scheduled Stakeholder Advisory Committee meetings.

**Schedule:** Complete SAC membership roster within one (1) month from Notice to Proceed.

**City of Portland Deliverables:**

- A. Select and maintain the SAC membership roster.

Metro/Portland/Clackamas/Washington/Multnomah/ODOT  
Agreement No. 29830

- B. Schedule SAC meetings and invite members to each meeting.
- C. Prepare and distribute meeting notes

**CONSULTANT Deliverables:**

- A. Lead and facilitate up to four (4) SAC meetings

**Project Management Team Deliverables:**

- A. Participate in up to four (4) SAC meetings

**Task 2.2 – Stakeholder Interviews**

**City of Portland or its CONSULTANT shall:**

- 2.2.1. Conduct up to 6 interviews with freight industry stakeholders to clarify and summarize the main transportation and operational issues associated with over-dimensional truck movements in the Metro region. The City and its consultant shall prepare a draft questionnaire for review and final approval by the PMT.

**Schedule:** Completion within one (1) month from the consultant's Notice to Proceed.

**City of Portland Deliverables:**

- A. Select the stakeholder interview list.

**CONSULTANT Deliverables:**

- A. Schedule and conduct up to six (6) interviews; prepare notes of interview responses.
- B. Prepare Technical Memorandum (delivered in electronic format) summarizing the interview responses and issues identified.

**Project Management Team Deliverables:**

- A. Review and comment on stakeholder interview materials.

**Task 3 –Existing Conditions Analysis**

**Objective 3.1:** Document existing conditions affecting the regional over-dimensional transportation network and provide the technical foundation for identifying both short and long-term system needs and developing potential solutions.

**Objective 3.2:** Document existing state and local policies and regulations affecting over-dimensional freight movement and provide a basis for developing a more coordinated regional policy framework in providing efficient freight mobility and mitigating community impacts.

**Objective 3.3:** Describe the various permitting procedures and practices for issues over-dimensional permits by jurisdiction that provides a basis for identifying potential efficiencies in the permitting process.

**City of Portland or its CONSULTANT shall:**

- 3.1 Identify and map the most commonly used and designated over-dimensional truck routes and critical connections in the Metro region. The area mapped will include the entire Washington, Multnomah, and Clackamas county boundaries in order to identify routes and

issues leading into the Metro boundary. Data sources for this task shall include, but not be limited to:

- 1) Over-dimensional permitting data compiled by the City of Portland for the past three (3) years.
- 2) Stakeholder interview data collected as identified in Task 2.
- 3) State and local Transportation System Plans, street classifications pertaining to freight
- 4) Identified state and local jurisdictional staff responsible for issuing over-dimensional truck permits.

Evaluate the types of over-dimensional commodities moved through the Metro region, their frequency, physical size, and most commonly used routes.

- 3.2 Identify, in coordination with the SAC and PMT, the desired design vehicle for over-dimensional route planning (e.g., over-dimensional vs. super-sized loads). Assess the condition of existing transportation infrastructure affecting over-dimensional freight movements in the Metro Region (i.e., bridge structures, overhead signals, sign bridges, weight-restricted bridges, etc.). Inventory existing bridge clearances and document the minimum clearance envelope for accommodating over-sized vehicles on the most commonly used (or desired) routes.
- 3.3 Evaluate current state and local planning policies and related regulations and their impacts on over-dimensional freight mobility in the Metro region. The evaluation shall include but not be limited to: 1) Summary of local Transportation System Plan street function and design classifications; and 2) Relationship between National Highway System (NHS) and ORS 366.215 freight routes and reductions to vehicle-carrying capacity.
- 3.4 Document current practices and regulations for issuing over-dimensional permits by state and local jurisdictions within the Metro region. Include a qualitative assessment of current permitting practices and procedures and also identify potential opportunities for efficiencies within the current permitting system.

**Project Management Team shall:**

- 3.1 Provide City of Portland and their CONSULTANT with available local data from their respective agencies that will include, but not be limited to: 1) Over-dimensional permitting data compiled for the past three (3) years; 2) Transportation System Plans ; 3) staff contacts that are responsible for issuing over-dimensional truck permits; and 4) available data sources showing the condition of the local transportation infrastructure affecting over-dimensional freight movements, including bridge clearances and the minimum clearance envelope.
- 3.2 Provide City of Portland and its CONSULTANT with the most current local planning documents, street design guidelines and related information that pertain to and affect over-dimensional freight movement.
- 3.3 Provide City of Portland and its CONSULTANT with supporting documentation that describes their current procedures and practices for issuing over-dimensional truck permits.

**Schedule:** Completion within three (3) months from the consultant's Notice to Proceed.

**City of Portland Deliverables:**

- A. Prepare maps and other supporting materials identifying the most commonly used and currently designated over-dimensional routes and critical connections in the Metro region.
- B. Provide CONSULTANT with available over-dimensional permitting data in a spreadsheet or GIS based format approved by the consultant and PMT, the most recent state and local TSPs and related documents, contact information for local jurisdictional staff responsible for issues over-dimensional permits, available state and local data on bridge clearance and structural conditions and other known impediments to over-dimensional movements.
- C. Prepare a Policy Assessment for inclusion in Existing Conditions Technical Memorandum that includes:
  - a. Maps and supporting narrative depicting the NHS and local freight designations.
  - b. Relationship between NHS and ORS 366.215 freight routes.
- D. Prepare an Over-Dimensional Permitting Assessment for inclusion in Existing Conditions Technical Memorandum that includes:
  - a. Narrative and summary matrix describing the various permitting practices in the Metro region.
- E. Review and approve draft CONSULTANT work products.

**CONSULTANT Deliverables:**

- A. Provide the City of Portland recommended data fields and format for the over-dimensional permitting data.
- B. Prepare a Draft and Final Technical Memorandum (delivered in electronic format) of the Existing Conditions Analysis with supporting maps and graphics that documents:
  1. Types of over-dimensional commodities being moved and the condition of the existing transportation infrastructure affecting over-dimensional truck movements in the Metro Region;
  2. Policies related to over-dimensional freight movement (prepared by City of Portland);
  3. Over-dimensional permitting assessment including narrative and summary matrix showing permit practices across the Metro region (prepared by the City of Portland).

**Project Management Team Deliverables:**

- A. Provide available over-dimensional permitting data, roadway infrastructure conditions and related information from their respective agencies.
- B. Provide the most current local planning documents and related regulatory information.
- C. Provide documentation describing their jurisdictions current over-dimensional permitting procedures and practices.
- D. Review and comment on draft CONSULTANT work products.

Metro/Portland/Clackamas/Washington/Multnomah/ODOT  
Agreement No. 29830

#### **Task 4 – Constraints/Gaps/Project Needs**

**Objective:** Identify existing physical and operational constraints that impede the safe and efficient movement of over-dimensional vehicles to provide the technical basis for identifying system improvement needs.

**City of Portland or its CONSULTANT shall:**

4.1 Prepare a *System Constraints, Gaps and Project Needs Report* based on the information developed from the stakeholder interviews, existing conditions analysis, policy assessment and input from the PMT and SAC. The *System Constraints, Gaps and Project Needs Report* will include but not be limited to:

- 1) Defined problem statement;
- 2) Identified system gaps and physical and operational constraints (i.e., bridge clearance and weight restrictions, inadequate street width, turning radius at critical connections, etc.);
- 3) Constraints and related issues associated with transferring the US 30 Bypass to Columbia Blvd in north Portland;
- 4) Range of potential system improvements (e.g., a toolbox of typical improvement alternatives) for addressing over-dimension freight mobility.

**Schedule:** Completion within five (5) months from the consultant's Notice to Proceed.

#### **City of Portland Deliverables:**

- A. Review and provide comments to CONSULTANT's draft System Constraints, Gaps and Project Needs Report.

#### **CONSULTANT Deliverables:**

- A. Prepare a draft System Constraints, Gaps and Project Needs Report (delivered in both electronic and hard copy format) for review and comment by the PMT.
- B. Prepare a final System Constraints, Gaps and Project Needs Report (delivered in both electronic and hard copy format) incorporating comments provided by the PMT.

#### **Project Management Team Deliverables:**

- A. Provide City of Portland and its CONSULTANT with available documentation and supporting data that identifies known system constraints and operational issues affecting over-dimensional freight movement (e.g., state and local data on bridge clearance and structural ratings, corridor studies on identified freight routes).
- B. Review and provide comments to CONSULTANT's draft System Constraints, Gaps and Project Needs Report.

#### **Task 5 – Develop and Evaluate System Improvements and Alternatives**

**Objective:** Provide a quantitative framework for developing and assessing the effectiveness of potential transportation improvements that address identified system needs.

##### **Task 5.1 –Develop Evaluation Criteria**

Metro/Portland/Clackamas/Washington/Multnomah/ODOT  
Agreement No. 29830

**City of Portland or its CONSULTANT shall:**

5.1.1. Based upon the information contained in the *System Constraints, Gaps and Project Needs Report*, develop evaluation criteria, including cost proportionality, to assess the effectiveness of transportation improvements and alternatives for meeting identified system needs.

**Schedule:** Completion within six (6) months from the consultant's Notice to Proceed.

**City of Portland Deliverables:**

- A. Coordinate with PMT and Stakeholder Advisory Committee to review and approve draft evaluation criteria.

**CONSULTANT Deliverables:**

- A. Prepare evaluation criteria (delivered in electronic format) for assessing the effectiveness of identified transportation system improvements.

**Project Management Team Deliverables:**

- A. Review and approve draft evaluation criteria.

**Task 5.2 – Develop Transportation System Improvements and Alternatives**

**City of Portland or its CONSULTANT shall:**

5.2.1 Develop and evaluate potential capital transportation and operational improvements and alternative solutions based on identified system needs. Describe the required improvements to accommodate the regional movement of over-dimensional vehicles that will include, but not be limited to:

- 1) Bridge clearance height, weight and structural improvements,
- 2) Roadway system improvements on common or preferred over-dimensional routes,
- 3) Intersection improvements along identified critical connections,
- 4) Required improvements and/or alternatives associated with the Union Pacific Railroad Bridge on Columbia Boulevard to accommodate over-dimensional vehicles.

The identified improvements/alternatives will be developed and presented in both narrative and graphical format and will include a general range of costs ("low, medium and high") associated with each improvements/alternatives.

**Schedule:** Completion within seven (7) months from the consultant's Notice to Proceed.

**City of Portland Deliverables:**

- A. Review and provide comments to its CONSULTANT's drafts Transportation System Improvements and Alternatives report.

**CONSULTANT Deliverables:**

- A. Prepare draft version Transportation System Improvements and Alternatives Technical Memorandum (delivered in both electronic and hard copy format).

Metro/Portland/Clackamas/Washington/Multnomah/ODOT  
Agreement No. 29830

- B. Prepare a final Transportation System Improvements and Alternatives Technical Memorandum (delivered in both electronic and hard copy format) incorporating comments provided by the PMT and project Stakeholder Advisory Committee.

**Project Management Team Deliverables:**

- A. Review and provide comments on the CONSULTANT's draft Transportation System Improvements and Alternatives Technical Memorandum.

**Task 5.3 –Project Screening and Refinement Analysis**

**City of Portland or its CONSULTANT shall:**

5.3.1 Apply the evaluation criteria developed in Task 6.1 to the Transportation System Improvements and Alternatives developed in Task 6.2 and propose a list of capital improvements and alternatives that, in the CONSULTANT's judgment, best accommodates the safe and efficient movement of over-dimensional vehicles, for further analysis and consideration. City of Portland and its CONSULTANT shall present the project screening and refinement analysis to the PMT and the Stakeholder Advisory Committee to identify potential improvements for further refinement and analysis.

**Schedule:** Completion within eight (8) months from the consultant's Notice to Proceed.

**City of Portland Deliverables:**

- A. Schedule Stakeholder Advisory Committee Meeting.
- B. Review and provide comments to its CONSULTANT's drafts project screening and refinement analysis.

**CONSULTANT Deliverables:**

- A. Complete the project screening and refinement analysis in order to propose a list of capital improvements and alternatives for further analysis.
- B. Prepare a Project Screening and Refinement Analysis Technical Memorandum (delivered electronically and in hardcopy format).

**Project Management Team Deliverables:**

- A. Review and provide comments on the CONSULTANT's draft Project Screening and Refinement Analysis Technical Memorandum.

**Task 6 – Identify and Recommend Improvements and Cost Estimates**

**Objective:** Identify and recommend the most viable transportation system improvements that provide for a safe and efficient regional over-dimensional freight network.

**City of Portland or its CONSULTANT shall:**

6.1 Based on the results of the Project Screening and Refinement Analysis developed in Task 6.3, identify and recommend both short and long-term transportation improvements and other operational and policy strategies for providing a safe and efficient regional over-dimensional freight network. Each of the recommended improvements shall be prioritized, ranked and include, at a minimum, planning-level cost estimates that can be included into the regional and local transportation system plans. Additionally, Up to three (3) conceptual design alternatives

Metro/Portland/Clackamas/Washington/Multnomah/ODOT  
Agreement No. 29830

and planning-level cost estimates (including single-line graphics over aerial photos or other imagery) will be developed for accommodating over-dimensional vehicles at up to three (3) locations (assuming one location in Portland, one in Washington County, and one in Clackamas County). (Example: Columbia Boulevard at the Union Pacific Railroad Bridge west of I-5).

City of Portland and its CONSULTANT shall present the draft recommendations to the PMT and the Stakeholder Advisory Committee for further review and comment and prepare a Recommendations and Implementation Report.

**Schedule:** Completion within nine (9) months from the consultant's Notice to Proceed.

**City of Portland Deliverables:**

- A. Review and provide comments to CONSULTANT's draft Recommendations and Implementation Report.

**CONSULTANT Deliverables:**

- A. Prepare a draft Recommendations and Implementation Report (delivered in both electronic and hard copy format) summarizing the recommended improvements, which includes graphical and narrative descriptions of the recommended improvements and corresponding planning-level cost estimates and project prioritization and ranking. The report shall include implementation recommendations.
- B. Prepare a final Recommendations and Implementation Report (delivered in both electronic and hard copy format) incorporating comments provided by the PMT and Stakeholder Advisory Committee.

**Project Management Team Deliverables:**

- A. Review and provide comments on the CONSULTANT's draft Recommendations and Implementation Report.

**Task 7 – Final Report and Communication Materials**

**Objective:** Recommended transportation system improvements that can be adopted into the regional and local transportation system plans. Prepare communication materials for conveying project findings and recommendations to key stakeholder groups, which may include, but not be limited to: TPACT, OFAC, PFC, Westside Economic Alliance, County transportation boards or commissions, etc.

**City of Portland or its CONSULTANT shall:**

- 7.1 Prepare a final report based upon the collective analysis, findings and recommendations identified in Tasks 1-6. The final report shall include an executive summary and a technical appendix of supporting documentation and analysis. The draft final report will be provided to the PMT and project Stakeholder Advisory Committee at their final meeting.
- 7.2 Develop communication materials, such as FAQ /fact sheets, PowerPoint, etc., for conveying project-related information and technical findings to identified key stakeholder groups. Present project findings and recommendations to key stakeholder groups.

**Schedule:** Completion within nine (9) months from the consultant's Notice to Proceed.

Metro/Portland/Clackamas/Washington/Multnomah/ODOT  
Agreement No. 29830

**City of Portland Deliverables:**

- A. Review and provide comments to CONSULTANT's draft Final Report.
- B. Prepare communication materials for presentation and distribution to key stakeholder groups as identified by the Project Management Team.

**CONSULTANT Deliverables:**

- A. Prepare a draft Final Report (delivered in both electronic and hard copy format) of recommended improvements and corresponding cost estimates that includes an executive summary and supporting technical appendix.
- B. Prepare a Final Report (delivered in both electronic and hard copy format) of recommended improvements and corresponding cost estimates, including an executive summary and technical appendix, incorporating comments provided by the PMT and project Stakeholder Advisory Committee.

**Project Management Team Deliverables:**

- A. Review and endorse the CONSULTANT's draft Final Report and communication materials.
- B. Identify the key stakeholder groups for presenting project findings and recommendations.
- C. Participate in all scheduled key stakeholder group meetings.

**\*\*SEE BUDGET TABLES NEXT PAGE\*\***

BUDGET

Deliverables Table									
Task	Consultant Deliverable	Consultant Fee	Task	City of Portland Deliverable	City of Portland Fee to be Reimbursed	City of Portland Match Contribution	County Deliverable	Clackamas County Match Contribution	Washington County Match Contribution
Task 1.0 - Project Management									
1A	Attend 1 Kickoff and up to 6 PMT Meetings (\$1900 kick off meeting; \$900/PMT meeting)	\$ 7,300	1A	Identify and form the PMT, schedule and attend meetings	\$ 3,675		Participate in kickoff meeting and up to six (6) PMT meetings	\$ 800	\$ 1,200
1B	Prepare a critical path schedule	\$ 4,900	1B	Review and approve the Consultant's Task 1 deliverables.	\$ 490				
Task 2.1 -Stakeholder Advisory Committee									
2.1A	Lead and facilitate up to four (4) SAC Meetings (\$2400/meeting)	\$ 9,600	2.1A	Select and maintain the SAC membership roster.	\$ 1,225				
			2.1B	Schedule SAC meetings and invite members to each meeting.	\$ 1,470				
			2.1C	Prepare and distribute meeting notes	\$ 980				
Task 2.2 -Stakeholder Interviews									
2.2A	Schedule and conduct up to six (6) Interviews; prepare notes of interview responses	\$ 2,000	2.2A	Select the stakeholder interview list.	\$ 1,225		Select the stakeholder interview list; Review and comment on stakeholder interview materials	\$ 300	\$ 600
2.2B	Prepare Technical Memorandum summarizing the interview responses and issues identified.	\$ 2,000							
Task 3 -Existing Conditions Analysis									
3A	Provide the City of Portland recommended data fields and format for the over-dimensional permitting data.	\$ 1,000	3A	Prepare maps/other materials identifying the most common and currently designated over-dimensional routes and critical connections.	\$ 625		Identify and map the most commonly used and designated over-dimensional truck routes	\$ 1,700	\$ 1,200
3B	Data Fields and Format for the Over-Dimensional Truck Permit Data	\$ 6,000							
3C	Prepare a Draft Technical Memorandum (delivered in electronic format) of the Existing Conditions Analysis with supporting maps and graphics.	\$ 5,000	3B	Provide Consultant with O-D permitting data in a spreadsheet or GIS format, state/local TSP documents, contacts for staff responsible for issues O-D permits, available state/local data on bridge clearance and structural conditions and known impediments.		\$ 1,225	Evaluate the types of over-dimensional commodities	\$ 300	\$ 300
3D	Prepare a Final Technical Memorandum (delivered in electronic format) of the Existing Conditions Analysis with supporting maps and graphics.	\$ 1,500							
			3C	Prepare Policy Assessment for inclusion in Existing Conditions Tech Memo that includes: a) Maps and supporting narrative depicting the NHS and local freight designations, b) Relationship between NHS and ORS 366.215 freight routes.		\$ 500	Identify, in coordination with the SAC and PMT, the desired design vehicle for over-dimensional route planning (e.g., over-dimensional vs. super-sized loads).	\$ 200	\$ 150
			3D	Prepare Permitting Assessment for inclusion in Existing Conditions Tech Memo that includes: a) Narrative and summary matrix describing the various permitting practices in the Metro region.	\$ 310	\$ 500	Provide Data to consultant	\$ 500	\$ 239
			3E	Review and approve draft Consultant work products.		\$ 250	Review and approve draft Consultant Technical Memorandum	\$ 130	\$ 130
Task 4 - Constraints/Gaps/Project Needs									
4A	Prepare a draft System Constraints, Gaps and Project Needs Report (delivered in both electronic and hard copy format) for review and comment by the PMT.	\$ 10,000	4A	Review and provide comments to Consultant's draft System Constraints, Gaps and Project Needs Report.		\$ 500			
4B	Prepare a final System Constraints, Gaps and Project Needs Report (delivered in both electronic and hard copy format) for review and comment by the PMT.	\$ 5,000							

187159

BUDGET

<b>Task 5 – Develop and Evaluate System Improvements and Alternatives</b>									
5.1A	Prepare evaluation criteria (delivered in electronic format) for assessing the effectiveness of identified transportation system improvements.	\$ 2,500	5.1A	Coordinate with PMT and Project Stakeholder Committee to review and approve draft evaluation criteria.	\$ 400	Review and approve draft evaluation criteria.	\$ 200	\$ 200	
5.2A	Prepare draft version Transportation System Improvements and Alternatives Technical Memorandum (delivered in both electronic and hard copy format).	\$ 10,000	5.2A	Review and provide comments to its Consultant's drafts Transportation System Improvements and Alternatives report.	\$ 400	Review and provide comments to Consultant's draft Transportation System Improvements and Alternatives report	\$ 100	\$ 150	
5.2B	Prepare a final Transportation System Improvements and Alternatives Technical Memorandum (delivered in both electronic and hard copy format) incorporating comments provided by the PMT and project Stakeholder Advisory Committee.	\$ 3,000							
5.3A	Prepare a draft Project Screening and Refinement Analysis Technical Memorandum (delivered electronically and in hardcopy format).	\$ 4,000	5.3A						
5.3B	Prepare a final Project Screening and Refinement Analysis Technical Memorandum (delivered electronically and in hardcopy format).	\$ 1,200	5.3B	Review and provide comments to its Consultant's drafts project screening and refinement analysis.	\$ 200	Review and provide comments on the Consultant's draft Project Screening and Refinement Analysis Technical Memorandum	\$ 130	\$ 150	
<b>Task 6 – Identify and Recommend Improvements and Cost Estimates</b>									
6A	Prepare a draft Recommendations and Implementation Report (delivered in both electronic and hard copy format) summarizing the recommended improvements, which includes graphical and narrative descriptions of the recommended improvements and corresponding planning-level cost estimates and project prioritization and ranking. The report shall include implementation recommendations.	\$ 20,200	6A	Review and provide comments to Consultant's draft Recommendations and Implementation Report.	\$ 200				
6B	Prepare a final Recommendations and Implementation Report (delivered in both electronic and hard copy format) incorporating comments provided by the PMT and Stakeholder Advisory Committee.	\$ 6,800				Review and provide comments on the Consultant's draft Recommendations and Implementation Report	\$ 300	\$ 250	
<b>Task 7 – Final Report and Communication Materials</b>									
7A	Prepare a draft Final Report (delivered in both electronic and hard copy format) of recommended improvements and corresponding cost estimates that includes an executive summary and supporting technical appendix.	\$ 8,500	7A	Review and provide comments to Consultant's draft Final Report.	\$ 200	Review and provide comments to Consultant's draft Final Report.	\$ 109	\$ 200	
7B	Prepare a Final Report (delivered in both electronic and hard copy format) of recommended improvements and corresponding cost estimates, including an executive summary and technical appendix, incorporating comments provided by the PMT and project Stakeholder Advisory Committee.	\$ 3,500	7B	Review and approve communication materials	\$ 200				
				Prepare communication materials for presentation and distribution to key stakeholder groups as identified by the Project Management Team (delivered in electronic format).	\$ 194				
					\$ 10,000		\$ 4,769	\$ 4,769	\$ 4,769

For purposes of Exhibits B and C, references to Department shall mean ODOT, references to Contractor shall mean METRO, Washington County, Clackamas County, Multnomah County, and City of Portland and references to Contract shall mean Agreement.

**EXHIBIT B  
CONTRACTOR CERTIFICATION**

Contractor certifies by signing this Contract that Contractor has not:

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

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

**DEPARTMENT OFFICIAL CERTIFICATION**

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

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

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

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**EXHIBIT C**

Federal Provisions  
Oregon Department of Transportation

**CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION**

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

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

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

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

#### EXCEPTIONS:

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

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

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

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

implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The Contractor agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Unprocurement 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.

Metro/Portland/Clackamas/Washington/ODOT  
Agreement No. 29830

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 Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information

of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

**IV. EMPLOYMENT**

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting,

Department shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

#### V. NONDISCRIMINATION

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

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

subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:
  - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
  - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor,

state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
  - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

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

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

##### DBE POLICY STATEMENT

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

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

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

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

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

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

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

#### CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

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

#### VII. LOBBYING

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

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

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

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

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

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

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