

**INTERGOVERNMENTAL AGREEMENT**  
City of Portland, Portland Truck Parking and Loading Plan

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

**RECITALS**

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

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

**SECTION 1. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 2. TERMS OF AGREEMENT

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

B. Grant Amount. The Grant Amount shall not exceed \$123,740.

C. City's Amount. The City's Amount shall not exceed \$24,130.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$99,610.

E. City's Matching Amount. The City's Matching Amount is \$16,870 or 12% of the Total Project Costs.

## SECTION 3. DISBURSEMENTS

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

B. City shall present reimbursement requests, cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall submit reimbursement requests cost reports for 100% of City's Federally Eligible Costs, and shall be reimbursed at 58.85% up to the City's Amount.

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

D. ODOT reserves the right to withhold payment equal to ten percent (10%) of each disbursement until 45 days after ODOT's Contract Administrator's approval of the

completion report described Section 5.K(2), at which time the balance due to City under this Agreement shall be payable.

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

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

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

A. City represents and warrants to ODOT as follows:

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

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

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

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

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

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

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

C. City understands and agrees that ODOT's obligation hereunder is contingent on ODOT having received 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.

#### **SECTION 5. GENERAL COVENANTS OF CITY**

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which City is identified in Exhibit A as being responsible.

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

D. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

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

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

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

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

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

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

I. (1) All of City's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and City intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark,

trade secret, or any other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. City forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT grants a royalty-free, perpetual, world-wide, non-exclusive, and irrevocable license to use any Work Product for any governmental purpose, including, but not limited to, the right to reproduce Work Product for distribution upon request to members of the public.

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

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

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

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

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

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

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

- (1) pay to ODOT City’s Matching Amount less Federally Eligible Costs previously reported as City’s Matching Amount. ODOT may use any funds paid to it under this Section 5.K (1) or any of the City’s Matching

Amount that is applied to the Project pursuant to Section 3.A to substitute for an equal amount of federal MAP-21 funds used for the Project or use such funds as matching funds; and

- (2) provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:
  - (a) The permanent location of Project records (which may be subject to audit);
  - (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are reimbursable hereunder and those costs which are being treated by City as City's Matching Amount;
  - (c) A list of final deliverables; and
  - (d) City's final disbursement request.

#### SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though ODOT, rather than City is the party to the PSK with the Consultant, ODOT and City agree that as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. City will appoint a Project Manager to:
  - (1) be City's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;
  - (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and City personnel, as necessary;



- (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and
- (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

#### **SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS**

- A. Reserved
- B. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.
- D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

#### **SECTION 8. TERMINATION**

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

- A. City fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.
- B. Consultant fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

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

#### **SECTION 9. GENERAL PROVISIONS**

A. Time is of the essence of this Agreement.

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

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

D. Sections 5(H), 5(I), and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

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

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

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the

circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

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

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

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

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

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

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments

from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

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

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

**City**

*City of Portland*

By: \_\_\_\_\_  
(Official's Signature)

\_\_\_\_\_  
(Printed Name and Title of Official)

Date: \_\_\_\_\_

**Contact Names:**

Robert Hillier  
City of Portland  
1120 SW 5<sup>th</sup> Ave., Suite #800  
Portland, OR 97204  
Phone: 503-823-7567  
Fax: 503-823-7609  
E-Mail: robert.hillier@PortlandOregon.gov

Terra Lingley, Contract Administrator  
Transportation and Growth Management Program  
123 NW Flanders  
Portland, OR 97209-4037  
Phone: 503-731-8232  
Fax: 503-731-3266  
E-Mail: Terra.M.Lingley@ODOT.State.or.us

**ODOT**

STATE OF OREGON, by and through  
its Department of Transportation

By: \_\_\_\_\_  
Jerri Bohard, Division Administrator  
Transportation Development Division

Date: \_\_\_\_\_

APPROVED AS TO FORM

  
CITY ATTORNEY 6/11/15

**EXHIBIT A  
STATEMENT OF WORK FOR  
TGM 1C-14  
City of Portland  
Portland Truck Parking and Loading Plan**

<b><u>Agency Project Manager</u></b> <b>("APM")</b> Name: Terra Lingley Address: 123 NW Flanders St Portland, OR 97209  Phone: 503-731-8232 Fax: 503-731-3266 Email: Terra.m.lingley@odot.state.or.us	Name: Address:  Phone: Fax: Email:	<b><u>Consultant Project Manager</u></b> Wayne Kittelson 610 SW Alder St, Suite 700 Portland, OR 97205  503-535-7404 503-273-8169 wkittelson@kittelson.com
Name: Bob Hillier Address: 1120 SW 5 <sup>th</sup> Ave, Suite 800 Portland, OR 97204  Phone: 503-823-7567 Fax: 503-823-7609 Email: Robert.hillier@portlandoregon.gov		

### Definitions

Agency/ODOT – Oregon Department of Transportation  
APM – Agency Project Manager  
CBD – Central Business District  
CEID – Central Eastside Industrial District  
City – City of Portland  
PAC – Project Advisory Committee  
PBOT – Portland Bureau of Transportation  
PMT – Project Management Team  
TGM -- Transportation and Growth Management Program

### Project Purpose and Transportation Relationship and Benefits

The primary Project purpose is to define common truck parking and loading problems and to develop a toolbox of strategies for targeted areas within the City of Portland ("City") in order to increase the efficiency and effectiveness of "last mile" local freight delivery operations. The study will focus on the Central City area and the Central Eastside Industrial District ("CEID"),

which have been found in recently completed investigations to have inadequate loading/unloading facilities. The problem definition task will rely heavily on stakeholder interviews and input from the Project Advisory Committee. Data needs will also be addressed by identifying gaps in previously collected data and asking stakeholders for measured data or anecdotal information that may address a data gap. This information, along with occupancy and turnover rates, will be used to develop a toolbox of truck loading and parking strategies. Existing conditions data previously collected on pre-selected block faces will form the foundation for this work. Existing conditions data collected on pre-selected block faces will form the foundation for this work. Performance measures will be identified for use in assessing the efficiency and effectiveness of last mile freight delivery operations. Toolbox strategies will be developed in collaboration with key stakeholders while giving consideration to the perspectives of shipping, receiving, enforcement, and multimodal road users. The strategies will be drawn from local experience and insights as well as best practices documented and demonstrated in other major metropolitan areas.

Based on current City and regional land use policies Portland's Central City is expected to become even more densely populated and economically diverse over the next 20 years. Among the many ripple effects will be increased demand for products and the "last mile" freight traffic needed to deliver them. In addition to more traffic, there will be additional competition for street space among transit vehicles, trucks, pedestrians, bicyclists, and motor vehicles. One of the many challenges of an increasingly dense area will be accommodating diverse transportation needs, including deliveries, shipping, and waste disposal.

Additionally, many buildings in Portland's Central City and other neighborhoods have footprints that cover most of the lots and are positioned close to or at the property line. This forces many businesses without access to off-street loading facilities to conduct truck loading activities within the public right-of-way, which competes with other transportation functions for limited right-of-way space. The inherent benefits of providing adequate loading and unloading space are a more efficient commercial delivery system and effective use of public right-of-way space for other transportation modes.

### **Project Area**

The project will focus on two urban typologies that exist in the City, both of which have distinctive characteristics that can affect the effectiveness and appropriateness of individual last mile freight delivery strategies:

- 1) the Central Business District ("CBD"): the downtown core from west Burnside Street south to Market Street west of the Willamette River and east of I-405;
- 2) the CEID: the area east of the Willamette River, south of I-84 to Powell, and west of 12<sup>th</sup> Avenue.

The CBD typology is the primary focus of this project and will be explicitly addressed in the project task activities that follow.

## **Background**

In 2009, the Portland City Council adopted the City of Portland and Multnomah County Climate Action Plan, which sets targets for reducing carbon emissions over the next 20 years. Moving goods and people accounts for nearly half of the greenhouse gas emissions in the City of Portland/Multnomah County area, and the City of Portland and Multnomah County Climate Action Plan highlighted the importance of improving freight movement efficiency in the Portland region. In response, in 2012 the Portland Bureau of Transportation (“PBOT”) prepared the Central City Sustainable Freight Strategy to identify freight efficiencies and address the challenges of accommodating safe and efficient goods movement in an increasingly dense central city environment. One of the key findings based on stakeholder feedback was the inadequate supply of available on-street loading space in the Central City for trucks to accomplish their deliveries and meet customer needs. This results in double parking and increased truck vehicle-miles traveled and more emissions as drivers circulate to find available loading space. Providing adequate on-street loading capacity reduces double parking by delivery vehicles, improves safety by minimizing conflicts with other modes, and allows carriers and shippers the ability to serve local business in an efficient and cost-effective manner. This project is a recommended action from the Sustainable Freight Strategy to prepare a comprehensive truck loading and parking plan for the Central City.

The Sustainable Freight Strategy also identified the economic and environmental benefits of having centralized distribution facilities. These facilities can reduce the number of heavy commercial trips in the city center resulting in less noise and vibration, diesel emissions, and fuel consumption. Many of these business operations are located in the CEID, which generates increased demands on existing on-street loading and parking space. The Project will identify solutions to increase the efficiency of the on-street loading system within the CBD and to balance commercial loading and parking needs with other uses in the public right-of-way. Improving the efficiency of freight movements and creating viable neighborhood-oriented commercial areas are key objectives for implementing the urban form and mobility goals identified in the adopted City of Portland and Multnomah County Climate Action Plan. An efficient commercial delivery system that provides for adequate parking and loading is an important component to achieving the goals in the City of Portland and Multnomah County Climate Action Plan.

There are a number of concurrent planning processes that will inform and be informed by this Plan including the 2035 Central City Plan, the Portland Plan and City Comprehensive Plan Update, the completed Central Eastside Street Plan, and the Southeast and West Quadrant Plans. City shall coordinate adoption of Project recommendations, including the Recommended Comprehensive Plan Policy and Code Language, with the citywide Comprehensive Plan Update,



Central City 2035 Plan Update, and the Transportation System Plan process. Vibrant and successful central city communities rely on a robust business sector to provide the everyday goods and services that support increasing consumer needs. Providing an efficient delivery system that can help minimize the negative impacts of meeting consumer needs is an integral part of maintaining successful central city communities and a thriving business sector. The Central City 2035 planning effort will address challenges and opportunities in the Central City to ensure this unique economic, transportation, cultural, and educational hub will be a vibrant resource for all residents over the next 25 years.

### **Project Objectives**

- Identify performance measures for use in assessing the efficiency and effectiveness of last mile freight delivery operations.
- Summarize existing conditions data on block faces representative of current critical last mile freight delivery issues, with gaps supplemented by stakeholder interviews.
- Identify and assess best practices from major metropolitan areas for addressing last mile freight delivery operational and management issues.
- Develop a toolbox of truck loading and parking strategies for targeted areas within the City of Portland.
- Identify strategies to address conflicts between modes within limited public right-of-way in dense, urban environments.

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

#### *Written and Graphic Deliverable Requirements*

All written (text) and graphic deliverables must be submitted electronically. It is expected that draft deliverables are substantially complete and that any changes or revisions needed to address comments will be minor.

Electronic versions of written (text) deliverables must be in Microsoft Word (.doc) and final deliverables in Microsoft Word (.doc) and Portable Document Format (.pdf). Written deliverables must include the Project name, File Code (TGM 1C-14), a title that refers to the contract deliverable and date of preparation. Any deliverables specified for sharing with the Project Advisory Committee ("PAC") must be submitted in .pdf.

Graphic deliverables may be developed in ArcMap, Adobe Illustrator, Auto CAD, PCMaps, or other applications appropriate to the deliverable. Graphic deliverables submitted for review must be converted to .pdf for readability. Electronic files of final graphics submitted to the City and Oregon Department of Transportation ("ODOT") may be in the native format but must also be converted to .pdf. All graphic deliverables must be well documented, with Project name, a title that corresponds to the contract deliverable, draft number, a legend, and the date of preparation.

Electronic versions of base and plan maps and Project documents may be in color but must be readable when reproduced in black and white. Maps, aerial photos, and other graphic material prepared for Project must be suitable for enlargement to create wall displays for Project meetings and presentations. Display-sized maps for Project meetings must be printed in color when important to public comprehension and must be mounted on foam core to allow display on an easel or wall; display of graphics by projector only is not acceptable.

Project memoranda and meeting materials must be developed in a manner suitable for their eventual incorporation into the Truck Loading and Parking Plan Final Report. All Consultant generated Project deliverables or material must be reviewed by the Project Management Team ("PMT") and corrections made based on PMT comments prior to distribution beyond the PMT.

City Project Manager and APM shall review the deliverables and submit comments to Consultant within one week for revision prior to distribution of the draft to the PAC.

Final plans, codes, and plan and code amendments must be prepared as recommendations for adoption-ready final policy statements of the City of Portland and must not include language such as "it is recommended..." or "City should..." New and amended code language shall be prepared as final regulatory statements of the local government. Final plan, plan amendments, code, and code amendments must include all necessary amendments or deletions to existing Portland plans or code to avoid conflicts and enable full integration of proposed plan or code amendments with existing local government documents.

The following text must appear in the final version of all final deliverables:

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

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

Consultant name or logos may not appear on *final* documents, with the exception of the acknowledgement page.

### **Public Involvement Requirements**

Public Involvement must allow residents and business owners of Portland an opportunity to provide input into the parking management planning process. City shall consider environmental justice, which is the fair treatment and meaningful involvement of all people regardless of race,

color, national origin, or income with respect to the development, implementation, and enforcement of laws, regulations, and policies. Fair treatment means that no group of people, including a racial, ethnic, or socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies.

Meaningful involvement means that: (1) potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that affects their environment or health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the decision making process; and (4) the decision makers seek out and facilitate the involvement of all those potentially affected.

The public involvement program must include specific steps to provide opportunities for participation by federal Title VI communities. The City and Consultant shall utilize the ODOT Title VI (1964 Civil Rights Act) Plan guidance to identify Title VI populations, formulate public involvement strategies, and report outreach efforts to and participation by Title VI communities.

Throughout the Project, City shall provide information and prepare updates on the Project and announce meetings via email list of interested parties created for this Project. Project information must be approved by the PMT prior to distributing to interested parties.

## **Tasks and Project Schedule**

### **Task 1. Project Start-up and Coordination**

#### **Objectives**

- Create a PMT roster and hold meetings to review work products and guide the planning process.
- Establish PAC and a general project timeline.
- Create a project mailing list.

#### **Subtasks**

1.1 **PMT Roster**— City shall prepare a PMT Roster consisting of the project managers and other key staff as may be appropriate from PBOT, ODOT, and Consultant. PMT meetings are for the purpose of managing the project; communicating key findings and directions; ensuring that effective coordination is occurring between the City and the Consultant; that work flow is staying on schedule; draft products are being prepared on time and receiving appropriate Quality Assurance and Quality Control by the Consultant and are reviewed by the City and ODOT. The PMT shall review draft work products, coordinate agendas for PAC meetings, and ensure completion of work products consistent with the Project Scope, and Schedule. PMT shall meet

up to seven times throughout Project. Consultant shall conduct all PMT Meetings, including preparing agendas and a List of Actions, with assignments and due dates.

1.2 **PAC Roster** – City shall prepare a PAC Roster consisting of key City planning, operations, policy and enforcement staff; freight expert(s); and representatives of key stakeholder groups including business and residential representatives, representatives from the trucking and delivery industries, and bicycle, pedestrian, and transit professionals. The PAC will provide input throughout the process, review draft deliverables, and provide feedback and recommendations to the PMT.

1.3 **Project Timeline** – City shall prepare a graphic Project Timeline and approximate meeting schedule for the Project duration. The Timeline will identify the purpose of each PMT and PAC meeting, in addition to the likely timing and duration of each meeting. The City shall update the Timeline and provide it in advance of each PMT meeting, as necessary. On average, each PMT is expected to last less than one hour and each PAC is expected to last less than two hours.

1.4 **PMT Meeting #1** – Consultant shall schedule PMT Meeting #1 to occur within one week of the date the City completes the Project Timeline. The purpose of the meeting will be to review and finalize the Project Timeline, confirm the availability of data and documents to support the Project Timeline, identify any issues or concerns that threaten the Project Timeline or jeopardize the likelihood of project success, and determine actions and strategies the City or the Consultant will take to protect against these threats. Consultant shall summarize the meeting in the form of a List of Actions, with assignments and due dates.

1.5 **PAC Meeting #1** - City shall arrange and Consultant shall conduct PAC Meeting #1 to introduce the purpose of the Project, the role of the PAC, review project objectives, and review project schedule and anticipated outcomes. City shall issue a meeting invitation to the PAC, indicating the purpose of the meeting and providing instruction for preparing for the meeting. The agenda will cover three main topics: (1) discuss what success means with respect to last mile freight management and operations; (2) list obstacles to efficient operations from user and regulator perspectives and identify locations within the study area that are representative of these obstacles; and, (3) identify tools other cities have used to address these types of obstacles. An outcome of this discussion will include a list of bullet points reflecting the various opinions and perhaps consensus of PAC members on this topic. PAC will also provide input on Project maps, as described in Subtask 3.2. Consultant shall prepare and distribute the agenda and a brief meeting summary that includes the main topics.

1.6 **Interested Parties Email List and Email** – City shall identify individuals and organizations to add to an Interested Parties Email List and email project information to the list. Email must include content provided by the Consultant describing the Project.

#### **City Deliverables**

- 1A PMT Roster
- 1B PAC Roster
- 1C Project Timeline
- 1D PMT Meeting #1

- 1E PAC Meeting #1
- 1F Interested Parties Email List and Email

### Consultant Deliverables

- 1A PMT Meeting #1, with agenda and list of actions
- 1B PAC Meeting #1, with agenda and brief meeting summary
- 1C Content for Interested Parties Email

## Task 2. Identify Performance Measures and Define the Problem

### Objectives

- Identify and define specific aspects of the problems and issues associated with truck loading and parking in the central city.
- Develop a comprehensive yet concise definition of what success means with respect to last mile freight management and operations.
- Based on the definition of success developed above, identify at least one and no more than five performance measures that can be used to objectively monitor and assess the efficiency and effectiveness of last mile freight delivery operations.

### Subtasks

2.1 **Work Session #1** – City shall schedule Work Session #1 with Consultant, PAC and City. City shall provide invited staff with a copy of the PAC Meeting #1 Summary and compile a list of known last mile freight management and operations issues and a list of regulatory constraints that contribute to these issues (List of Issues and Constraints). Consultant shall arrange and conduct Work Session #1 for the purpose of identifying the problem and defining success in last mile freight management and operations, contributing to the main topics discussed by the PAC, identifying regulatory constraints that limit success, and identifying potential strategies to overcome those constraints. Consultant shall provide an initial list of concept performance measures out of Work Session #1, to be included in Technical Memo #1.

2.2 **Technical Memo #1: Problem Statement and Recommended Performance Measures**  
 Consultant shall prepare a draft and revised Technical Memo #1 defining the specific aspects of the problems associated with truck loading and parking and listing the regulatory constraints initially identified by City and describing the recommended performance measures to be used for monitoring and assessing the success of subsequently-developed last mile freight delivery strategies.

2.3 **PMT Meeting #2** - Consultant shall schedule PMT Meeting #2 to review results from Work Session #1 and draft Technical Memo #1. Conflicting comments will be discussed and addressed to provide Consultant direction in finalizing the revised Technical Memo #1. Consultant shall summarize the meeting in the form of a List of Actions, with assignments and due dates. The PMT shall provide feedback to the Consultant regarding information relevant to determining existing truck parking conditions for Technical Memo #2.

**City Deliverables**

- 2A Work Session #1 scheduling and invitation to staff
- 2B List of Issues and Constraints
- 2C Work Session #1
- 2D PMT Meeting #2

**Consultant Deliverables**

- 2A Work Session #1, with agenda
- 2B Draft and revised Technical Memo #1
- 2C PMT Meeting #2, with agenda and brief meeting summary

**Task 3. Existing Conditions and Background Information****Objectives**

- Identify, document, and gather existing City data sources related to truck loading and parking in the central city. Gather anecdotal information from freight operators to shape issues and potential solutions explored in Project.
- Compile, understand, and quantify to the extent possible existing parking, loading, and last mile operations-related conditions within the context of the recommended performance measures developed in Task 2.
- Research and summarize best practices in other comparable major metropolitan urban areas, around the world with respect to last mile freight delivery management and operations.

**Subtasks**

**3.1 Technical Memo #2: Existing Regulatory Conditions** – City shall prepare draft and revised Technical Memo #2 to review existing policies including the ongoing City's Comprehensive Plan and Transportation System Plan, and relevant code language and enforcement, and prepare a comprehensive assessment of Portland's current on-street truck loading and parking regulations and practices. Technical Memo #1 and discussions during Work Session #1 will inform the City's efforts to prepare Technical Memo #2. At a minimum, the assessment must identify the following for each relevant policy, code, ordinance, and enforcement practice: (1) which are effective and should remain unaltered; (2) which are ineffective, for what reason, and ideas for how they can be improved relative to Task #2 outcomes; (3) which need to be removed or replaced, for what reason, and ideas for what the replacement should be; and, (4) gaps that must be filled, for what reason, and ideas for how to overcome the gap. City shall prepare revision after PAC Meeting #2.

**3.2 On-Street Loading Geodatabase** – City shall compile existing information into an On-Street Loading Geodatabase of existing parking and loading facilities in the public right-of-way within the Project Area. On-Street Loading Geodatabase must include location of loading zones, curb space footage, duration of loading time, limits on time of day and day of week, the adjacent land use, and if it is metered or unmetered for the two project areas (CBD and CEID). City shall

create two maps, one for each area, with information relevant to determining existing truck parking conditions, as determined by the PMT at PMT Meeting #2, including information shared at PAC Meeting #1.

**3.3 PMT Meeting #3** – Consultant shall schedule PMT Meeting #3 to review draft Technical Memo #2 and existing data from subtask 3.2. Consultant shall prepare an initial draft set of potential questions to include in the Truck Operator and Business Owner Interviews for discussion. City shall prepare a list of up to 10 comparable cities for the Consultant to use in Task 3.4. The PMT shall provide final input to draft interview questions and narrow list of comparable cities from 10 to five during PMT Meeting #3. Consultant shall summarize PMT Meeting #3 in the form of a List of Actions, with assignments and due dates. The PMT shall provide feedback to the City regarding Technical Memo #2.

**3.4 Technical Memo #3: Truck Parking and Loading Best Practices** – Consultant shall prepare draft and revised Technical Memo #3 to review and document truck parking and loading policies and practices in at least five comparable cities. Technical Memo #3 will frame City's approach to truck loading and serve as a source of ideas for policy and regulatory revision. Comparable cities are higher-density cities with limited street areas for truck parking and loading. PMT shall agree on a list of potential comparable cities prior to Consultant's work on Technical Memo #3. Consultant shall prepare revision after PMT Meeting #4.

**3.5 Data Collection** - City shall coordinate, compile, and deliver to Consultant existing parking data in target areas identified in Technical Memo #2. Consultant shall collect parking data for up to 15 block faces over seven consecutive days and for a 12-hour period on each day. The block faces shall be selected such that no more than two people are required to be in the field at any one time in order to collect the necessary data. Any data gaps regarding peak days of the week or times not captured in existing data will be supplemented through stakeholder interviews. City shall summarize data and provide to Consultant in a readily useable electronic format (e.g., Excel spreadsheet), as defined by the Consultant.

**3.6 Truck Operator/Business Owner Interviews** – Consultant shall develop and conduct an in-person or telephone interview of 15 delivery truck operators, business owners, bicycle, pedestrian, and transit representatives (stakeholders not members of the PAC) to clarify and document specific aspects of the problems associated with truck loading and parking in the central city and to prioritize the loading issues that should be addressed by the Truck Parking and Loading Plan. Stakeholders will be asked to fill in any data gaps with measured or anecdotal information on days of the week and times where truck parking is an issue in the CBD and the CEID. PMT shall provide comments on the draft interview summary. Consultant shall incorporate one round of comments before conducting the interview. City shall identify up to 20 stakeholders from which the Consultant shall gather 15 interviews.

**3.7 Technical Memo #4: Interview Results** – Consultant shall summarize interview results in matrix format by interview question, with no more than a one page summary per stakeholder.

**3.8 PMT Meeting #4** - Consultant shall schedule PMT Meeting #4 to review Technical Memos #3 and #4. Conflicting comments must be discussed and addressed to provide Consultant direction in finalizing Technical Memos #3 and #4. Consultant shall summarize the meeting in the form of a List of Actions, with assignments and due dates.

3.9 **PAC Meeting #2** – City shall arrange and Consultant shall conduct PAC Meeting #2 to present findings from Technical Memos #2 - #4 and On-Street Loading Geodatabase. Consultant shall solicit feedback on Technical Memos #2 - #4 and the On-Street Loading Geodatabase. Consultant shall bring PAC up-to-date on the nature and status of recommended performance measures at PAC Meeting #2. PAC shall discuss identifying up to 15 block faces within the City where critical last mile freight delivery issues exist and need to be addressed. Consultant shall prepare and distribute agenda and meeting summary.

3.10 **Interested Parties Email** – City shall email project information to the Interested Parties Email List with updates on the Project and other content provided by the Consultant.

#### **City Deliverables**

- 3A Draft and revised versions of Technical Memo #2
- 3B On-Street Loading Geodatabase
- 3C PMT Meeting #3
- 3D Comments on Technical Memo #3
- 3E Data Collection
- 3F Stakeholder list for interviews, comments on interview questions
- 3G PMT Meeting #4
- 3H PAC Meeting #2
- 3I Interested Parties Email

#### **Consultant Deliverables**

- 3A Comments on Technical Memo #2
- 3B PMT Meeting #3, with agenda and brief meeting summary
- 3C Draft and revised Technical Memo #3
- 3D Data Collection and Summary
- 3E Truck Operator/Business Owner Interviews
- 3F Technical Memo #4
- 3G PMT Meeting #4, with agenda and brief meeting summary
- 3H PAC Meeting #2, with agenda and brief meeting summary
- 3I Content for Interested Parties Email

### **Task 4. Define Needs, Conflicts, and Opportunities**

#### **Objective**

- Identify the need and demand for on-street loading and parking and develop evaluation criteria to help evaluate potential solutions and alternatives.

#### **Subtasks**

4.1 **Technical Memo #5: Needs, Conflicts, and Opportunities** – Consultant shall prepare draft and revised Technical Memo #5 to identify conflicts and opportunities presented by



policies, practices, and measured demands identified in Task 3 for the block faces within the study area.

Consultant shall prepare revision after PAC Meeting #3 and PMT Meeting #5.

4.2 **PMT Meetings #5** - Consultant shall arrange and conduct PMT Meeting #5 to review and solicit feedback on Technical Memo #5. Consultant shall summarize the meeting in the form of a List of Actions, with assignments and due dates.

4.3 **PAC Meeting #3** – City shall arrange and Consultant shall conduct PAC Meeting #4 to review Needs, Conflicts, and Opportunities, and solicit feedback on Technical Memo #5.

Consultant shall prepare and distribute agenda and PAC Meeting#3 summary.

4.4 **Interested Parties Email** – City shall email project information to the Interested Parties Email List with updates on the Project and other content provided by the Consultant.

#### **City Deliverables**

- 4A Comments on Technical Memo #5
- 4B PMT Meeting #5
- 4C PAC Meeting #3
- 4D Interested Parties Email

#### **Consultant Deliverables**

- 4A Draft and revised versions of Technical Memo #5
- 4B PMT Meeting #5, with agenda and list of actions
- 4C PAC Meeting #3, with agenda and summary
- 4D Content for Interested Parties Email

### **Task 5. Solutions Development and Evaluation**

#### **Objective**

- Create a toolbox with general solutions that can be applied in a variety of contexts that address the defined problems, common needs, opportunities and constraints within the studied block faces.

#### **Subtasks**

5.1 **Technical Memo #6: Solutions Toolbox** – Consultant shall prepare draft and revised Technical Memo #6. The Solutions Toolbox must include a general set of solutions that address the defined problems, conflicts and opportunities outlined in Task 4. The Solutions Toolbox must provide a suite of policy and management tools that can be applied flexibly to address specific loading issues not only along the block faces being studied but potentially also in other locations within the City under varying conditions. Technical Memo #6 must provide a general assessment of the pros and cons associated with each toolbox strategy as well as the strategy's overall potential effectiveness in addressing each of the performance measures identified in Task 2.

Tools, strategies, and issues to be considered may include, but are not limited to:

- Regular review of existing loading zones to determine if they are still necessary or relevant.
- Use of nearby delivery areas.
- Off-hour delivery pilot programs.
- Dedicated on-street loading zones in high demand commercial districts.
- Curb-side loading space based on commercial square footage.
- Expanding morning parking restrictions to accommodate perishable goods delivery.
- Implementing maximum loading time to increase loading turnover rates.

Consultant shall prepare a revised Tech Memo #6 at the conclusion of Task 5.

5.2 **PAC Meeting #4** – City shall arrange and Consultant shall conduct PAC Meeting #4 to review Technical Memo #6 and provide feedback on the evaluation and tools in the memo. Consultant shall prepare and distribute agenda and meeting summary.

5.3 **PMT Meeting #6** - Consultant shall arrange and conduct PMT Meeting #6 for the purpose of bringing PMT members up to date on project activities completed to date and also to solicit their input, guidance, and direction on currently-active task activities.

5.4 **PBOT Staff Work Session** – City shall arrange and conduct, and Consultant shall create materials for and present at a PBOT Staff Work Session with parking, traffic engineers, and other City staff that are responsible for implementing the Project recommendations. The purpose of the PBOT Staff Work Session is to review the parking toolbox and likely City code changes, and to solicit feedback for the recommendations and for Technical Memo #6. City shall provide feedback on the ability to implement, and technical feasibility of the recommendations. City shall compile the set of policies and codes to be written or edited and included as a part of the Truck Loading and Parking Plan.

5.5 **Interested Parties Email** – City shall email project information to the Interested Parties Email List with updates on the Project and other content provided by the Consultant.

#### **City Deliverables**

- 5A Comments on Technical Memo #6
- 5B PAC Meeting #4
- 5C PMT Meeting #6
- 5D PBOT Staff Work Session
- 5E Compiled set of draft policies and codes for the Truck Loading and Parking Plan
- 5F Interested Parties Email

#### **Consultant Deliverables**

- 5A Draft and revised versions of Technical Memo #6
- 5B PAC Meeting #4, with agenda and summary
- 5C PMT Meeting #6, with agenda and list of actions
- 5D PBOT Staff Work Session
- 5E Content for Interested Parties Email

## Task 6. Refinement and Implementation

### Objectives

- Develop, refine, and finalize a Truck Loading and Parking Plan for the block faces in the Study Area that reflects the application of the results of Task 5.
- Brief City Council on the process and recommendations of the project and adopt recommended code changes.

### Subtasks

6.1 **Draft Truck Loading and Parking Plan** – Consultant shall synthesize the data and analyses compiled over the previous tasks to prepare a plan document that presents comprehensive implementation recommendations for the 15 block faces included in the Project's study area. The draft Truck Loading and Parking Plan must include the following:

- Executive summary;
- Toolbox of strategies for truck parking solutions;
- Specific strategies for the CBD and CEID typologies within the central city;
- City Code Title 16 updated language to implement the solutions within the Truck Loading and Parking Plan in both clean and ~~strike through~~ and underline formats (provided by City); and
- An appendix with all of the data, including public involvement materials.

6.2 **PMT Meeting #7** - Consultant shall arrange and conduct this PMT Meeting #7 to bring PMT members up to date on project activities completed to date and also to solicit their input, guidance, and direction on currently-active task activities.

6.3 **PAC Meeting #5** – City shall arrange and Consultant shall conduct PAC Meeting #5 to review the Draft Truck Loading and Parking Plan and to solicit comments to include in the Truck Loading and Parking Plan Final Report. Consultant shall prepare and distribute agenda and meeting summary.

6.4 **Truck Loading and Parking Plan Final Report** – Consultant shall revise the Draft Truck Loading and Parking Plan for consideration of adoption by Planning and Sustainability Commission and City Council after the Project conclusion. Consultant shall deliver electronic copies of Truck Loading and Parking Plan Final Report to APM and City in both PDF and a modifiable format, as agreed by PMT. Consultant shall deliver two hard copies to City and two hard copies to APM.

6.5 **Title VI Report** – City shall prepare a summary of Project public involvement and submit to APM by the end of the Project period. The Title VI Report must summarize the Project public involvement and include the number of minorities, women, and low-income individuals who participated in the Project.

6.6 **City Council Briefing** – City shall arrange and conduct a City Council Briefing to present the Truck Loading and Parking Plan Final Report, including the recommended changes to Title 16.

6.7 **Interested Parties Email** – City shall email project information to the Interested Parties Email List with updates on the Project.

#### City Deliverables

- 6A City Code Title 16 updated language
- 6B Review and comments on Draft Truck Loading and Parking Plan
- 6C PMT Meeting #7
- 6D PAC Meeting #5
- 6E Title VI Report
- 6F City Council Briefing
- 6G Interested Parties Email

#### Consultant Deliverables

- 6A Draft Truck Loading and Parking Plan
- 6B PMT Meeting #7, with agenda
- 6C PAC Meeting #5, with agenda and summary
- 6D Truck Loading and Parking Plan Final Report

#### Project Schedule

Task	Timeframe from Notice to Proceed
Task 1: Project Start-up and Coordination	June - July 2015
Task 2: Identify Performance Measures and the Problem	June - August 2015
Task 3: Existing Conditions and Background Analysis	July - October 2015
Task 4: Define Needs, Conflicts, and Opportunities	October - November 2015
Task 5: Solutions Development and Evaluation	November - December 2015
Task 6: Refinement/Implementation	December 2015 - March 201

## City Budget (including City Match Amount)

Task	City Cost Estimate
Task 1: Project Start-up and Coordination	\$6,000
Task 2: Identify Performance Measures and the Problem	\$3,000
Task 3: Existing Conditions and Background Analysis	\$7,000
Task 4: Define Needs, Conflicts, and Opportunities	\$10,000
Task 5: Solutions Development and Evaluation	\$10,000
Task 6: Refinement/Implementation	\$5,000
Total	\$41,000

## Consultant Deliverables Table

Task		Lump Sum Per Deliverable Amounts
1	Task 1. Project Startup and Coordination	\$ 3,070
1A	PMT Meeting #1, with agenda and list of actions	\$ 1,230
1B	PAC Meeting #1, with agenda and brief meeting summary	\$ 1,690
1C	Content for Interested Parties Email	\$ 150
2	Task 2. Identify Performance Measures and the Problem	\$ 6,920
2A	Work Session #1, with agenda	\$ 4,420
2B	Draft and revised Technical Memo #1	\$ 1,270
2C	PMT Meeting #2, with agenda and brief meeting summary	\$ 1,230
3	Task 3. Existing Conditions and Background Information	\$ 36,730
3A	Comments on Technical Memo #2	\$ 1,310
3B	PMT Meeting #3, with agenda and brief meeting summary	\$ 1,230
3C	Draft and revised Technical Memo #3	\$ 7,510
3D	Data Collection and Summary	\$ 14,260
3E	Truck Operator/Business Owner Interviews	\$ 6,240
3F	Technical Memo #4	\$ 3,110
3G	PMT Meeting #4, with agenda and brief meeting summary	\$ 1,230
3H	PAC Meeting #2, with agenda and brief meeting summary	\$ 1,690
3I	Content for Interested Parties Email	\$ 150
4	Task 4. Define Needs, Conflicts, and Opportunities	\$ 13,680
4A	Draft and revised versions of Technical Memo #5	\$ 10,610
4B	PMT Meeting #5, with agenda and list of actions	\$ 1,230
4C	PAC Meeting #3, with agenda and summary	\$ 1,690
4D	Content for Interested Parties Email	\$ 150

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Task		Lump Sum Per Deliverable Amounts
5	Task 5. Solutions Development and Evaluation	\$ 21,180
5A	Draft and revised versions of Technical Memo #6	\$ 13,260
5B	PAC Meeting #4, with agenda and summary	\$ 1,690
5C	PMT Meeting #6, with agenda and list of actions	\$ 1,230
5D	PBOT Staff Work Session	\$ 4,850
5E	Content for Interested Parties Email	\$ 150
6	Task 6. Refinement/Implementation	\$ 18,030
6A	Draft Truck Loading and Parking Plan	\$ 10,520
6B	PMT Meeting #7, with agenda	\$ 1,230
6C	PAC Meeting #5, with agenda and summary	\$ 1,690
6D	Truck Loading and Parking Plan Final Report	\$ 4,590
<b>TOTAL</b>		<b>\$ 99,610</b>

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

Contractor certifies by signing this contract that Contractor has not:

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

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

**AGENCY OFFICIAL CERTIFICATION (ODOT)**

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

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

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

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

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

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;</li> <li>2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a</li> </ul> | <ul style="list-style-type: none"> <li>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;</li> </ul> |
|---|---|

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

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

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

#### EXCEPTIONS:

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

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

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

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.



9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

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

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

- Appendix B of 49 CFR Part 29 -

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

##### Instructions for Certification

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

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

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

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

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

**IV. EMPLOYMENT**

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

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

**V. NONDISCRIMINATION**

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

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

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

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

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

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

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

#### DBE POLICY STATEMENT

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

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

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

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

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

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

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

#### CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

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

#### VII. LOBBYING

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

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

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

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

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

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

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

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