

CITY OF PORTLAND
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

CONTRACT NUMBER TBD

TITLE OF WORK PROJECT
Safe Routes to School Project Planning

This contract is between the City of Portland ("City," or "Bureau") and Toole Design Group, LLC, hereafter called Consultant. The City's Project Manager for this contract is Dana Dickman.

Effective Date and Duration

This contract shall become effective on December 28th, 2016. This contract shall expire, unless otherwise terminated or extended, on December 30, 2017.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$345,366 for accomplishment of the work.
(b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): Toole Design Group, LLC

Address: 8484 Georgia Avenue, Suite 800, Silver Spring, MD 20910

Employer Identification Number (EIN):
[INDEPENDENT CONSULTANTS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) - LEAVE BLANK IF NO EIN]

City of Portland Business Tax Registration Number: 76839

- Citizenship: Nonresident alien [] Yes [x] No
Business Designation (check one): [] Individual [] Sole Proprietorship [] Partnership [] Corporation
[x] Limited Liability Co (LLC) [] Estate/Trust [] Public Service Corp. [] Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval.

TERMS AND CONDITIONS

1. Standard of Care

Consultant shall perform all services under this contract using that care, skill, and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

Passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

3. Order of Precedence

This contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence: a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the contract.

4. Early Termination of Contract

- (a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.
(b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant justifiably terminates the contract pursuant to subsection 4(b), the Consultant's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Consultant's work product before the date of termination becomes property of the City.

6. Assignment

Consultant shall not subcontract, assign, or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations. In connection with its activities under this Contract, the Consultant shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this contract and, for a contract involving a grant, the Grant Terms and Conditions.

8. Indemnification for Property Damage and Personal Injury

Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

9. Insurance

Consultant shall obtain and maintain in full force at Consultant expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.

Required and attached // Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent consultant's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required and attached // Waived by Bureau Director or designee // Reduce by Bureau Director or designee

- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required and attached // Waived by Bureau Director or designee // Reduce by Bureau Director or designee

- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

Required and attached // Waived by Bureau Director or designee // Reduce by Bureau Director or designee

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Certificate(s) of Insurance: Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Consultant shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

Subconsultant(s): Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

10. Ownership of Work Product

All work product produced by the Consultant under this contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Consultant and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Consultant hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this contract, the Consultant-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant.

11. EEO Certification

In the event Consultant provides in excess of \$2,500.00 for services to the City in any fiscal year, Consultant shall obtain EEO certification from the City.

12. Equal Benefits

Consultant must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

13. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

14. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

15. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

16. Errors

The Consultant shall promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

17. Governing Law/Venue

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

19. Business Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

The Consultant shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

21. Payment to Vendors and Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

22. Access to Records

The Consultant shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Consultant's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

23. Audits

- (a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 22. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- (b) If an audit discloses that payments to the Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

24. Electronic Signatures

The City and Consultant may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

25. Merger Clause

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

26. Dispute Resolution/Work Regardless of Disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

27. Progress Reports: / Applicable / Not Applicable

If applicable, the Consultant shall provide bi-monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

28. Consultant's Personnel: / Applicable / Not Applicable

If applicable, the Consultant shall assign the primary personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change primary personnel without the prior written consent of the City, which shall not be unreasonably withheld.

29. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its proposals. Failure to use the identified M/W/ESB subconsultants without prior written consent is a material breach of contract.

For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained by contacting the PTE Contract Compliance Specialist.

30. Third Party Beneficiaries

There are no third party beneficiaries to this contract. Enforcement of this contract is reserved to the parties.

31. Conflict of Interest

Consultant hereby certifies that, if applicable, its contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Consultant as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Consultant certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Consultant understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

32. Respectful Workplace Behavior

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees with the City of Portland as well as consultants, vendors or consultants who provide services to the City of Portland. By signing this Contract/Agreement, the Consultant indicates compliance with all terms and conditions contained in this Contract including HR 2.02.

**STATEMENT OF THE WORK
AND PAYMENT SCHEDULE**

SCOPE OF WORK

Please see attached Exhibit A which is hereby incorporated into this contract by reference.

SUBCONSULTANTS

The Consultant shall assign the following subconsultants to perform work in the capacities designated:

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT
Catherine Ciarlo	Senior Planner	\$ 68,440
Brenda Martin	Staff Planner	\$ 25,740

The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. A copy of the Subconsultant Change Request Form can be found on Procurement Services' website under Contractor Resources.

COMPENSATION

The maximum that the Consultant can be paid on this contract is \$345,366 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this contract, including reimbursable expenses, if any. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Consultant may be less than that amount.

The Consultant is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Consultant based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Consultant must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

Any estimate of the hours necessary to perform the work is not binding on the City. The Consultant remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

If work is completed before the "not to exceed" amount is reached, the Consultant's compensation will be based on the Consultant's bills previously submitted for acceptable work performed and approved.

PAYMENT TERMS: Net 30 Days

Hourly Rates

The billing rates shall not exceed those set forth below:

NAME	ROLE ON PROJECT	RATE PER HOUR
Jennifer Toole	PIC	262
Michael Hintze	Project Director	147
Jessica Zdeb	Project Manager	102
Rob Burchfield	Engineering Lead	179
Adrian Witte	Project Enginner	136
Spencer Gardner	GIS Analyst	102
Lisa Enns	GIS Specialist	84
Jennifer Hefferan	SRTS Specialist	122
Engineer		107
Designer		84
CH2M		
Catherine Ciarlo	Senior Planner	232
Brenda Martin	Staff Planner	90

Standard Reimbursable Costs

Travel costs shall not exceed \$2480.00 without express written permission of COP project manager

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The maximum markup on subconsultant services shall not exceed zero%.

Adjustment of Labor Rates Due to Inflation

Annual adjustment of hourly rates will be considered upon written request from the Consultant. Approval of a request for rate increases is solely within the City's discretion and under no circumstances is the City obligated to approve such a request.

Rate increases are subject to the following limitations:

- No increases will be granted before the one-year anniversary of the contract;
- No more than one increase shall be granted per contract year;
- Rate increases may not exceed the then-current average inflation rate for the Portland Metropolitan Area (as determined from the US Department of Labor statistics);
- Rate increases shall not be retroactive.

Other than the impact of inflation as described above, hourly rates may not be increased.

Progress Payments

On or before the 15th of each month, the Consultant shall submit to: PBOTContract@portlandoregon.gov an electronic copy(pdf only) invoice for work performed by the Consultant during the preceding month. The invoice shall be on the prime contractors business letterhead and contain the City's Contract Number and Task Order number, as applicable, the PBOT Project Managers name, and set out all items for payment including, but not limited to: invoice number, period services wen: performed for, the name of the individual, labor category, direct labor rate, hours worked during the period. and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, as applicable. A summary shall be provided per invoice showing, Current amount billed, past invoices billed but unpaid, invoices paid to reflect total amount billed as of invoice date against

contract total. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract, if subconsultants were used under this contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultant -matching the subconsultant invoices. Prior to initial billing, the Consultant shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

WORKERS' COMPENSATION INSURANCE STATEMENT

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST SIGN HERE:

I, undersigned, am authorized to act on behalf of entity designated below, and I hereby certify that this entity has current Workers' Compensation Insurance.

Consultant Signature: _____ Date: _____ Entity: _____

IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST COMPLETE THE FOLLOWING INDEPENDENT CONSULTANT CERTIFICATION STATEMENT:

As an independent Consultant, I certify that I meet the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent Consultant in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Consultant: check four or more of the following:

- _____ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- _____ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
- _____ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- _____ D. Labor or services are performed only pursuant to written contracts;
- _____ E. Labor or services are performed for two or more different persons within a period of one year; or
- _____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Consultant Signature

Date

FOR CITY USE ONLY

PROJECT MANAGER-COMPLETE ONLY IF CONSULTANT DOES NOT HAVE WORKER'S COMPENSATION INSURANCE
ORS 670.600 Independent Consultant standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent consultant" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

Date

CONSULTANT SIGNATURE:

This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the City and Consultant may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE WORK made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent consultant as defined in ORS 670.600.

Toole Design Group, LLC

BY: _____ Date: _____

Name: _____

Title: _____

CONTRACT NUMBER: _____

CONTRACT TITLE: Safe Routes to School Project Planning

CITY OF PORTLAND SIGNATURES:

By: _____
Bureau Director

Date: _____

By: _____
Chief Procurement Officer

Date: _____

By: _____
Elected Official

Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

By: _____
Office of City Attorney

Date: _____

EXHIBIT A

Portland Safe Routes to School Project Planning Scope of Work

Task 1. Project Management and Administration

The consultant team will begin the project with a kick-off meeting with PBOT and representatives other City agencies to discuss the overall coordination and project management strategy. Based on feedback from this meeting, the consultant team will revise the draft project work plan and project schedule. This work plan will include planning for Stakeholder Advisory Committee involvement throughout the project process.

We anticipate regular and on-going communication between the consultant team and the PBOT project team. We will hold biweekly calls with the PBOT project manager, bringing in other team members and representatives from schools as needed. We will also prepare monthly progress reports that include task accomplishments, status of deliverables, and expected upcoming activities.

Deliverables

- *Project kick-off meeting*
- *Biweekly project team calls, assumes 24 over course of project*
- *Refined project work plan and schedule (including SAC and Open House activities)*
- *QA/QC plan*
- *Bimonthly status reports and invoices*
- *Monthly sub-consultant payment and utilization reports*

Task 2. Strategic Plan

This task will create a new strategic plan for the SRTS team at PBOT. This plan will support and enhance PBOT's existing SRTS programs and set the stage for new efforts, focusing on the non-engineering E's of safe routes and how they integrate with engineering activities. The plan will address how to incorporate and achieve PBOT's equity objectives, including addressing needs for program success at Title I schools, and expanding SRTS to middle schools (extension of on-going programming) and high schools (creation of new programming).

Using input from interviews and focus groups, the consultant team will work with PBOT and the SAC to identify the vision and goals for the strategic plan. Finally, this task will identify key stakeholders for outreach in subsequent tasks. The result of this task will be a five-year plan for the SRTS team including short term and long term actions.

2.1 Program and policy review

A thorough understanding of PBOT's existing SRTS outreach efforts and their impact will inform the recommendations for the Strategic Plan. We will first compile and review data on the existing program including events, educational materials, and program reports, parent and student surveys, as well as other outreach methods.

2.2 Internal PBOT/PPS/non-PPS interviews and work planning

The consultant team will conduct up to 10 interviews with PBOT staff and School District personnel for the purpose of understanding existing program successes and challenges, as well as current PBOT and School District SRTS roles and responsibilities. Interviews will help identify areas for program focus and/or expansion.

2.3 Focus groups

Three focus groups will be conducted to provide outside input about the current state and efficacy of PBOT SRTS programming. Focus groups may be formed by role (e.g., principals, parents, youth) or geographically. PBOT staff will work with stakeholders to determine the groups with consultant staff leading and documenting the discussion. Focus group input will help further define a vision and goals for the future of the SRTS program.

2.4 Current program status summary memo

This memo will summarize the results of program review, interviews, focus groups, and comments on parent travel surveys. The memo will identify gaps in existing outreach and policies as they relate to the City's goal of expanding the SRTS program.

2.5 Development of vision and goals

The consultant team will work with PBOT staff to draft a vision statement and list of goals for the Strategic Plan. The vision statement will be reviewed by the SAC.

2.6 Best practices review and peer agency interviews

Based on the vision and goals and identified gaps, the consultant team will perform a best practices review of other SRTS programs nationally. Focus topics will be confirmed with PBOT's SRTS team. This will largely draw upon existing knowledge and understanding of successful communities, especially those with strong program results in Title I schools. Some research will be conducted through interviews with staff at peer agencies where needed.

2.7 Strategic Plan Report

The consultant team will use input from all prior work in this task to create a strategic plan for the SRTS program (e.g., development of tools for staff, program adaptation for older children, etc.) and a five-year set of "stretch goals" and future programmatic elements. The actions in this plan will be prioritized to enable PBOT staff and stakeholders to prioritize action items within the requested two-year and five-year lists, with particular consideration placed on incorporating PBOT and the City's equity and racial justice goals.

While this task will focus on SRTS programmatic activities and actions over the next five years, it will also set the stage (and include recommendations) for engagement strategies to support walking routes and proposed infrastructure (Tasks 3 and 5). One outcome of this effort could be a toolbox of engagement and communications options for Task 5 activities, enabling PBOT and the school districts to choose engagement strategies for particular schools, neighborhoods, and projects based upon available resources and the individual culture of each school community.

The Strategic Plan will be a stand-alone document from the final project report deliverable related to Tasks 3 through 7. Once the document template is developed with the graphic design consultant and PBOT staff, we will complete a three-round review process: administrative (internal project team) draft, stakeholder and public draft and edits to a final draft. All original files will be shared with PBOT staff and graphic design consultant.

Task 2.8 Stakeholder Advisory Committee attendance and facilitation

Members of the consultant team will attend and facilitate five SAC meetings over the course of the project. These meetings will be used to gather input on the entire project effort, not only Task 2. Time is allocated for preparation of agendas, presentation materials and follow-up meeting summaries.

Deliverables

- *Up to 10 Internal agency PBOT/School District interviews and work planning*
- *Three focus groups with SRTS stakeholders in schools, School District administration, PBOT, and/or community groups*
- *Current program status summary memo*
- *Draft and final vision and goals; vision and goals working meeting with PBOT; review with SAC*
- *Draft and final Strategic Plan, including two-year and five-year prioritized actions*
- *Facilitation of and attendance at five Stakeholder Advisory Committee meetings*

Task 3. Safe Walking Routes

This task will identify recommended walking routes for all Portland schools, both PPS and non-PPS. We will review the existing methodologies entailed in route development and make recommendations for alteration. The new methodology will update PPS routes and create new routes for non-PPS schools. Analysis will focus on a 1-mile walkshed for elementary schools and 1.5-mile for middle and high schools.

Task 3 will so directly inform Task 5 that we propose to make preliminary project recommendations during the course of walking route development. These preliminary recommendations will not be part of the public outreach in Task 4, but they will help the consultant team begin the work of project list development.

3.1 Review data availability and quality

A thorough understanding of available data is necessary to perform the work of reviewing the existing methodology and proposing any revisions. The consultant team will review roadway characteristic and schools data provided by PBOT.

3.2 Review PBOT and PPS methodologies

The consultant team will review documentation and models for the development of existing PBOT SRTS family walking maps and the methodology developed by PPS for identifying walking routes.

If necessary, the consultant team will conduct interviews with PBOT and PPS staff to further understand and document the existing process for identifying walking routes, and to understand PBOT's road safety toolbox for overcoming barriers to safe walking routes. This understanding will inform project the facility selection matrix in Task 5.3.

We will test PBOT's methodology by conducting desktop review of a selection of the identified routes for high risk intersections and segments. This review will include verification of preliminary SRTS selections in the PPS GIS model for each high school cluster. Subsequent to testing, the Consultant team will make recommendations for refinements to the methodology and/or the PBOT/PPS GIS database.

3.3 Develop draft route identification methodology

The consultant team will develop a draft route development methodology based on SAC, PBOT/PPS staff input and understanding of best practices related to pedestrian safety and willingness to detour from a shortest path route. This methodology will incorporate qualitative inputs from the SAC, staff and equity goals in determining quantitative data inputs. Summarized data output from the SafeRoutesPDX app will also be incorporated.

This methodology will identify both walking routes and existing safety risks/barriers and be created in such a way that PBOT may continue to use the methodology as infrastructure improvements are made. Consultation with PBOT staff is expected throughout this process, including after Task 3.5 when mapping results are available for review.

3.4 Data collection and cleaning

It is anticipated that not all identified data needs for the revised methodology will be met by existing data sets. This task provides for field or desktop verification of data, inputting of this new data, and cleaning of existing data.

3.5 Produce walking routes

A set of draft walking routes for all PPS and non-PPS schools will be produced based on the methodology developed in Task 3.3 and data in Task 3.4. These routes will be mapped to identify both linear routes and point locations of barriers. Draft map files will be produced such that they can be utilized as part of the public outreach process in Task 4.

3.6 Final route methodology and route definition

Based upon feedback from PBOT and PPS staff, the route identification methodology will be revised. The final methodology will be applied and identify walking routes and barriers.

Walking routes for PPS and non-PPS schools will be finalized after Task 4 through consideration of public input gathered at open houses.

3.7 Summary memo

This memo will summarize three key parts of this task:

1. Current PBOT/PPS methodology for identifying safe walking routes,

2. Recommended modifications to the methodology,
3. Current PBOT facility selection criteria, and
4. How walking routes should inform project identification and implementation, and vice versa.

For this last item, the Consultant team will review PBOT's prior practices regarding how infrastructure projects were identified and constructed on walking routes. We will provide recommendations on how to amend this process and how to make decisions about whether to alter routes or include them with caveats when safety risks are present.

Deliverables

- *Draft route development methodology*
- *Draft walking routes and barriers maps*
- *Final route development methodology*
- *Final walking routes and barriers maps*
- *Summary memo of current and revised methodologies and recommendations for use of routes/barriers in project identification*

Task 4. Outreach on Routes

Community input received in this task will inform the final route development methodology, identification of projects, and the project prioritization methodology. The consultant team's role in this task will be to determine what public feedback will be most pertinent and helpful to those three efforts. PBOT staff will execute logistics and staffing for the public outreach open houses and events, and the consultant team will provide planning, materials development and summaries. Task 5.3 will produce a toolkit resource that can be used in this task to help PBOT staff explain the application of various facility types to identified barriers.

4.1 Open house/outreach event planning

We will work with PBOT to determine the appropriate means of outreach for each school cluster. It is assumed that traditional open houses will be held in PPS clusters, while PBOT staff will "piggy-back" on existing events/meetings in non-PPS districts to solicit feedback. This task will create a concrete plan for each type of outreach event.

4.2 Open house/outreach event materials

We will work with PBOT to select the appropriate means for soliciting public feedback on routes, projects and priorities. This task will include development of materials such as surveys, talking points, maps, input boards and scripts.

4.3 Open house/outreach event attendance

It is assumed that two members of the consultant team will attend each open house/outreach event (total of 12) to support PBOT staff and in order to accurately summarize public feedback collected.

4.4 Open house/outreach event summaries

This task will summarize feedback gathered at each individual event for use in the final summary memo.

4.5 Outreach summary memo

This memo will analyze and compile feedback from all events. This summary will provide input into the route development methodology, project identification and prioritization.

Deliverables

- *Outreach event plans*
- *Content for materials for eight open houses and four outreach events*
- *Staffing for open houses and outreach events (assume 2 staff for 12 events)*
- *Summary of input received at each open house*
- *Public outreach summary for internal use and for final plan document*

Task 5. Unconstrained Project List

The barriers/safety risks identified in Task 3 will be used to develop a project list in this task. While recommendations at this stage are not cost-constrained, our engineers appreciate the necessity of recommending projects that are feasible and will make the best use of available funds.

5.1 Draft project list

Initial treatment recommendations from Task 3 will be refined to produce an unconstrained project list addressing system deficiencies in each high school cluster. The list will provide a facility type recommendation (e.g., sidewalk, RRFB, high-viz crosswalk) and location. Costs will be planning level and agreed upon by the consultant team and PBOT engineering staff. Projects will address identified barriers to walking and bicycling travel.

5.2 Final project list

The project list will be refined based upon consultation with the TAC and SAC and PBOT engineering staff.

5.3 Facility selection matrix and toolkit

The consultant team will work with PBOT staff to refine the existing road safety toolbox in order to streamline treatment selection at intersections and along street segments with specific criteria. The result will be a matrix of facility types and roadway characteristics that staff can apply to areas with safety issues along designated or desired walking routes. A secondary outcome of this task will be a printed resource that equips PBOT SRTS staff with information to explain facility selection for given situations, as well as expected timelines for implementation.

Deliverables

- *Draft project list by high school cluster, including planning-level cost estimates*
- *Final project list*
- *Facility selection matrix*
- *Facility toolkit*

Task 6. Prioritized Project List and Designs

While the unconstrained project list from Task 5 represents the universe of improvements necessary to fully implement safe walking and biking routes for Portland schools, near-term implementation will be constrained by the available funds from the PPS bond and Fixing Our Streets. Public input from Task 4 on identified safety risks and community priorities will inform project prioritization. The consultant team will also ensure that prioritization reflects Portland's equity framework to create safe access to schools for the historically underserved.

This task also provides 5 percent conceptual design for projects on the two-year funded projects list so that PBOT is quickly ready to move toward implementation.

6.1 Draft prioritization framework

The draft prioritization scheme will incorporate factors and weighting gleaned from stakeholder conversations and public open houses, and incorporate considerations from Portland's equity matrix. Inputs to the scheme will be constrained by available data, but best efforts will be made to identify all available data sources and develop, where needed and in consultation with project stakeholders, appropriate proxies for unavailable items. The prioritization framework will be reviewed and refined with the project SAC and TAC.

6.2 Final prioritization framework and two-year project list

Pending PBOT staff review, the project list will be finalized according to funding available from Fixing Our Streets and the PPS Bond. Projects in this two-year list will be developed to 5 percent conceptual design. Cost estimates will be developed for this list of projects.

6.3 Concept level project designs

Prior to undertaking the design work of this task, the consultant team will meet with PBOT engineering and project implementation staff to create a shared understanding of the level of design needed to enable PBOT to move to project development. It is assumed that the level of design will be sufficient for developing planning-level cost estimates (i.e., 5% - 10%). The number of projects for which concept designs are developed will depend on the desired level of design and the level of complexity of individual projects. Designs and cost estimates will be created for each project on the two-year list, as budget allows.

Deliverables

- *Draft prioritization scheme*
- *Final prioritization scheme*
- *Two-year fiscally-constrained project list*
- *Concept-level designs and cost estimates for as many projects on the two-year list as budget allows based on the level of design desired by PBOT and complexity of projects.*

Task 7. Planning and Support and Recommendations

This task will help PBOT understand and potentially integrate

Supplemental Transportation Plan (STPU) with SRTS policies and plans. This task will also provide general guidance to PPS and other Portland school districts about on the use of hazard bussing.

Beyond the STPU, consistency is needed with other district transportation plans and in the City's approach to transportation criteria in Conditional Use Review in school construction and expansion.

7.1 Existing plan and policy review

The consultant team will research Oregon state laws and policies as it relates to SPUs, in addition to best practices in other states and districts. The PPS 1991 Supplemental Transportation Plan and other district Transportation Plans will be reviewed for their incorporation of SRTS elements. We will also review the existing templates for Continuous Service Plans and Traffic Engineering Reports.

7.2 Staff interviews

The Consultant team will conduct focused interviews with Department of Education, PPS and other school districts to understand how SRTS can and should integrate with school transportation planning.

7.3 Recommendations development and memo

We will develop a suite of recommendations based upon the policy and plan review, interviews, and our knowledge of national best practices for integrating SRTS into city and school district planning and development processes. This will include a revised template for Continuous Service Plans, technical and policy support to PPs and PBOT in the STPU process, and recommendations for updating PBOT's Traffic Engineering Reports to be consistent with the Continuous Service Plans.

Deliverables

- *Summary of existing plan review*
- *Staff interviews*
- *Draft and final policy memo covering all recommendations*
- *Draft and final template for Continuous Service Plans*

Task 8. Final Summary Report

An understandable, visually compelling final summary report will allow PBOT to clearly communicate the prioritization decisions and the process through which they were developed, and gain buy-in and approval from Portland residents and City Council. The report will communicate how decisions were made regarding public funds, how PBOT interacts with PPS and other school districts, how diverse Portland families and communities were engaged and their concerns addressed, and what to expect to see within the next two years of implementation. Paste in Place will lead the development of the plan document while the rest of the consultant team provides content and oversight.

8.1 Draft Report

The Consultant team will compile and refine deliverables from Tasks 3 through 7 and work closely with Paste In Place to develop a unified document that communicates both the process and outcomes of those tasks. The report will be highly visual and graphics-oriented, and written in a public-facing style that reinforces PBOT's SRTS brand.

8.2 Final Report

The Consultant team will use a comment tracking matrix, which will be shared with the PBOT Project Manager, and coordinate closely with Paste In Place to ensure all staff input is addressed and incorporated where appropriate.

Deliverables

- *Draft summary report*
- *Comments tracking matrix*
- *Final summary report*