

INTERGOVERNMENTAL AGREEMENT
City of Portland, Lower Southeast Rising Area 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 Fixing America’s Surface Transportation Act (“FAST Act”) funds. Local funds are used as match for FAST Act funds.

4. By authority granted in Oregon Revised Statutes (“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. ODOT has awarded City a grant under the TGM Program (the “TGM Grant”) which is conditional upon the execution of this Agreement.

6. The parties desire to enter into this Agreement for their mutual benefit.

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

SECTION 1. DEFINITIONS

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

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

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

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

D. “Federally Eligible Costs” means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by City during the term of this Agreement.

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

F. “ODOT’s Contract Administrator” means the individual designated by ODOT to be its contract administrator for this Agreement.

G. “Project” means the project described in Exhibit A.

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

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

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

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on August 31, 2022 (“Termination Date”).

B. City’s Amount. The City’s Amount shall not exceed \$195,000.

D. City's Matching Amount. The City's Matching Amount is \$29,964 or 13.32% of the Total Project Costs.

SECTION 3. DISBURSEMENTS

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

B. City shall present reimbursement requests, cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall submit reimbursement requests for 100% of City's Federally Eligible Costs and shall be reimbursed at 86.68% 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.L, at which time the balance due to City under this Agreement shall be payable.

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

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

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

A. City represents and warrants to ODOT as follows:

1. It is a municipality or intergovernmental entity 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. For purposes of the certifications in Exhibits B and C, references to "Contractor" shall be deemed references to City.

SECTION 5. GENERAL COVENANTS OF CITY

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

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

C. City shall perform such work described in Exhibit A as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law,

including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

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

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

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

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

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

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

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

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

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

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

"This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by the federal Fixing America's Surface Transportation Act ("FAST Act"), 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. Single Audit Act Requirements. The TGM Program receives FAST Act grant funds through the Catalog of Federal Domestic Assistance ("CFDA") No. 20.205: Highway Planning and Construction and is subject to the regulations of the U.S. Department of Transportation ("USDOT"). City is a sub-recipient.

(1) Subrecipients receiving federal funds in excess of \$750,000 in the subrecipient's fiscal year are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. The Grantee, if subject to this requirement, shall at its own expense submit to ODOT a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to ODOT the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of the Grantee responsible for the financial management of funds received under this Agreement.

(2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If the Grantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant received under this Agreement.

(3) The Grantee shall save, protect and hold harmless ODOT from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Agreement. The Grantee acknowledges and agrees that any audit costs incurred by the Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between the Grantee and the State of Oregon.

Exhibit E sets out the information required by 2 CFR 200.331(a)(1). Records must be available as provided in Section 5.H. above.

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

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

L. Within 30 days after the Termination Date, City shall provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:

- (a) The permanent location of Project records (which may be subject to audit);

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

SECTION 6. ODOT'S REPRESENTATIONS AND COVENANTS

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

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

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

SECTION 7. TERMINATION

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

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

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

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

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

SECTION 8. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

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

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

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

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9(E) with respect to the Third Party Claim.

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

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

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

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

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

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

(c) Alternative Dispute Resolution.

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

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

ATTORNEY GENERAL'S OFFICE

City of Portland

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

By: Jamey Duhamel Digitally signed by Jamey Duhamel
Date: 2020.12.21 08:11:44 -08'00'
(Official's Signature)

By: Samuel Ziegler, AAG
(Official's Signature)

(Printed Name and Title of Official)

Date: via e-mail dated November 10, 2020

Date: _____

ODOT

Ken McGair Digitally signed by Ken McGair
Date: 2020.12.17 16:18:20
-08'00'

STATE OF OREGON, by and through its Department of Transportation

City of Portland, City Attorney

By: Jerri Bohard Digitally signed by Jerri Bohard
Date: 2020.12.28 14:11:34 -08'00'
Jerri Bohard, Division Administrator or designee
Policy, Data & Analysis Division

Date: _____

EXHIBIT A

**STATEMENT OF WORK
CITY OF PORTLAND
LOWER SOUTHEAST RISING
TRANSPORTATION AND GROWTH MANAGEMENT PROGRAM (“TGM”)
FILE CODE 1B-19**

Abbreviations

Agency or ODOT	Oregon Department of Transportation
APM	Agency Project Manager
City	City of Portland
PAC	Project Advisory Committee
PMT	Project Management Team
Project	Lower Southeast Rising
TAC	Technical Advisory Committee
TGM	Transportation and Growth Management Program

Name:	Agency’s Project Manager Héctor Rodríguez Ruiz ODOT Region 1 123 NW Flanders
Address:	Portland, OR 97209
Phone:	(503) 731-8434
Email:	hector.rodriguez-ruiz@odot.state.or.us
Name:	Local Project Manager
Address:	Marty Stockton Bureau of Planning and Sustainability 1900 SW 4 th Avenue, Suite 7100
Phone:	Portland, OR 97201
Email:	(503) 823-2041 Marty.Stockton@portlandoregon.gov

I. PROJECT DESCRIPTION AND OVERVIEW OF SERVICES

A. Project Purpose and Transportation Relationship and Benefit

The Lower Southeast Rising project (“Project”) will identify, develop, and prioritize infrastructure improvements for the City of Portland (“City”) in order to address the historic lack of transportation infrastructure investment in the project area that has led to fewer choices for residents in how they access their daily needs. The Project will also

explore potential land use changes to provide more daily needs within the neighborhood to reduce average trip lengths. The Project will conduct a thorough needs inventory for walking, biking, and public transportation in the area as well as potential land use changes, informed by a robust public outreach process with the diverse communities who could benefit or be impacted by transportation changes, as well as analysis of travel patterns, ridership, safety issues, gaps and deficiencies, and other factors. The needs inventory will be used to develop a list of transportation projects, which will be evaluated and prioritized to produce an investment strategy.

B. Project Area

Project Area includes portions of Brentwood-Darlington, Mt Scott-Arleta, Woodstock and Lents. Specifically, the project area is from SE Cesar Chavez Boulevard to SE 92nd Avenue, south of Holgate Boulevard and Foster Road to the southern city limits. See Figure 1.

C. Background

The Project Area shares many characteristics with East Portland such as unimproved streets, sidewalks gaps, limited street network, poor transit service, and few neighborhood commercial amenities. Project Area lacks commercial nodes for people to walk or bike to and has limited connections for people to reach surrounding centers or corridors without depending on driving. Project Area also has a large concentration of low-income households, and historically underrepresented communities. The lack of a clear plan for growth and transportation has led to a lack of investment. Without adequate transportation, Project Area is unable to be zoned for higher density mixed-use development, but the lack of a designated center or corridor also leads to less investment in transportation.

D. Project Objectives

- A. Identify opportunities to adjust land use through conducting a needs assessment in housing and economic development that is both geographic and community-based, including analysis of commercial real estate and employment indicators.
- B. Identify opportunities for coordination and partnership between City bureaus, government agencies and community organizations to address displacement risk, housing and economic development needs.
- C. Identify system needs, i.e., gaps and deficiencies in the active transportation and transit network.
- D. Prioritize improvements to the transportation system in the active transportation and transit network
- E. Develop economic development, housing, and land use recommendations to create greater economic opportunity and explore designation of a new center and corridor to anchor the community.
- F. Produce an adoption-ready product or products that lead to a local policy decision and that directly address the project objectives, such as a transportation system plan, comprehensive plan amendment, land use plan, code amendment, implementation program, or intergovernmental agreement.
- G. Recommend strategies and projects that will improve the function of the land use and transportation systems and will help to achieve the goals of the Portland Plan, the 2035 Comprehensive Plan, the Vision Zero Action Plan, the Transportation System Plan and the Regional Transportation Plan.

II. STANDARDS and GENERAL REQUIREMENTS

Unless otherwise specified in tasks,

A. Project Management

1. A Project Management Team (“PMT”), comprised of City’s Project Manager and Oregon Department of Transportation’s (“ODOT”) Agency Project Manager (“APM”) shall provide overall guidance for the Project. The PMT shall address project management issues, review

draft deliverables, prepare for committee meetings, and discuss Project progress.

2. City shall provide a Project Manager throughout the Project and other adequate staff to complete the Project in accordance with the anticipated timeline. City shall maintain regular communication with APM to ensure satisfactory completion of deliverables in accordance with project schedule
3. City shall maintain effective communication throughout the Project.
4. City shall perform the Project tasks and prepare meeting materials. City shall prepare Project deliverables and other materials for distribution to Project committee members and APM by e-mail unless hardcopy is specified in a subtask. City shall prepare one draft of each deliverable for review and comment from Project committees, City staff, and APM as needed.

City shall compile and summarize all comments from these groups to incorporate into each final deliverable.

B. Public, Stakeholder, and Agency Involvement

1. City shall design and execute public and stakeholder outreach for the Project. Public and stakeholder outreach events may be held in conjunction with other planning or community processes to reach a broad audience. The number and types of events will depend upon what is learned during the planning process about interested and impacted stakeholder groups.
2. City shall ensure involvement of City staff, Planning and Sustainability Commission, community organizations, and Council members throughout the Project (e.g., through periodic briefings) to help assure that final products have general City and community support.

C. Written and Graphic Deliverable Requirements

- A. Deliverables must be written concisely and use a simple and direct style, both to minimize the length of the final document and to make the document understandable to as large an audience as is reasonable. Where possible, City shall present information in tabular or graphic format, with a simple and concise accompanying narrative (e.g., system inventories, transit conditions).
- B. Deliverables: City shall provide a draft of all written deliverables to the APM in electronic format at least two weeks prior to broader distribution. APM will review the deliverables and submit comments to City within one week. City shall make corrections prior to distribution of the draft deliverables to the Project Advisory Committee (“PAC”) and Technical Advisory Committee (“TAC”). City’s draft deliverables must be substantially complete, and any changes or revisions need to address APM comments are expected to be minor and part of the draft.
- C. City shall collect, prepare, and provide to APM one coordinated set of written comments on the draft deliverables following any comments received from PAC and TAC and public outreach. City shall provide the revised deliverables to the APM within one week unless otherwise specified or another agreed-upon amount of time is established.
- D. Electronic versions must be in Microsoft Office formats or an editable format agreed upon by PMT.

- E. City shall prepare and provide to PMT draft memoranda in Word format, and maps and graphic deliverables in PDF format. Final versions must be separately provided in their native format, e.g., AutoCAD or ArcGIS.

D. Meeting Requirements

- A. City is responsible for all Project meeting arrangements including scheduling, timely distribution of agendas and meeting materials, reserving a suitable location and remote access for virtual meetings, advertising, posting notice, legal notice, and mailing notice as required. City shall lead meetings and facilitate discussion of relevant issues. City shall provide the APM with a memo within one week of each Project meeting that summarizes key issues discussed at the meeting and implications, if any, for Project schedule, budget, methods, or deliverable products.
- B. Notice of Project meetings must include reference to the Project web site where City is responsible for posting the Project objectives, schedule, and deliverable product. City shall consider environmental justice issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. Fair treatment means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies. Meaningful involvement means that:
1. Potentially affected community members have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment and health;
 2. The public's contribution can influence the regulatory agency's decision;
 3. The concerns of all participants involved will be considered in the decision-making process; and
 4. The decision makers seek out and facilitate the involvement of those potentially affected.
- C. The public involvement program must include specific steps to provide opportunities for participation by federal Title VI communities. City 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.

III. TASKS, DELIVERABLES, AND SCHEDULE

Task 1. Project Management and Public Involvement

Objectives

- Develop a community outreach and engagement plan with an equity framework.
- Plan and conduct a variety of outreach events, including interviews with stakeholder and community members, and online open houses.
- Convene a community advisory group to meet throughout the project to review products and advise project staff.
- Convene a technical advisory group to meet through the project made up of staff from

relevant bureaus and agencies.

- Develop strategies for distributing information, soliciting input and recruiting participation.
 - Identify potential benefits and burdens associated with the project and define project equity goals.
 - Coordinate with the TGM APM to ensure compliance with scope, schedule, and budget.
 - Conduct regular PMT check-ins to discuss scope, schedule, and budget.
- 1.1 PMT Check-Ins** – City shall arrange and facilitate PMT Check-ins (in person or virtual) regularly throughout the Project to discuss scope and schedule.
- 1.2 Project Timeline** – City shall prepare and update, a graphical, easy to read Project Timeline showing Project milestones by task, anticipated dates for deliverables and milestones, along with key times to engage the community.
- 1.3 Public Involvement Plan** – City shall prepare draft and final Public Involvement Plan to address engagement of, and coordination between agencies, organizations, stakeholders, groups, and individuals likely to have an interest in the Project outcome, and outreach needed to meet Title VI, Civil Rights goals. The Public Involvement Plan must include outreach and engagement strategies as well as identify which key agency and community stakeholder groups to target for inclusion in the Outreach Plan. The Public Involvement Plan will identify potential benefits and burdens the project may impose on communities typically under-represented in land use and transportation planning projects (e.g., communities of color, people with disabilities, renters, etc.) and identify related engagement recommendations and project equity goals.
- 1.4 Fact Sheets** – City shall prepare, print, and distribute three Fact Sheets describing the Project at key points. Each Fact Sheet will not exceed two-pages. APM will approve the timing and content.
- 1.5 Public Involvement Activities** – City shall conduct five public involvement activities through the duration of the Project, including but not limited to physical open houses, online open houses, focus groups, walking/biking tours, surveys, and charrettes. City shall plan, coordinate and produce a one- to two-page summary memo for each activity or event. In this case, each scheduled event counts as one event. In-person events are anticipated to be 3 to 4 hours in length.
- 1.6 TAC Roster** – City shall create a TAC roster consisting of Portland Bureau of Transportation, Bureau of Planning and Sustainability, Portland Bureau of Environmental Services, Parks, TriMet, Metro, Department of Land Conservation

and Development, ODOT Planning, and others as determined by the PMT. Expertise represented should include bicycle, and pedestrian modes, systems operations, stormwater, parks and open space, transit operations, transit planning, housing and displacement, and land use planning.

- 1.7 PAC Roster** – City shall create a PAC roster consisting of community members with an interest in the Project Area, including representatives of business district associations, neighborhood associations, community-based organizations, schools, historically underserved communities, modal and other advocacy groups, as well as individual residents and business owners.
- 1.8 PAC Kick-off Meeting** – City shall arrange and facilitate PAC Kick-off Meeting. The purpose of PAC Kick-off Meeting is to go over the scope and schedule of the planning process with PAC members, verify project goals and outcomes, and gather feedback on the Public Involvement Plan. PAC Kick-off Meeting is anticipated to be up to two hours in length and to be held in the Project Area or online.

City Deliverables

- 1.1 PMT Check-Ins
- 1.2 Project Timeline
- 1.3 Public Involvement Plan
- 1.4 Fact Sheets
- 1.5 Public Involvement Activities
- 1.6 TAC Roster
- 1.7 PAC Roster
- 1.8 PAC Kick-off Meeting

Task 2. Existing Conditions and Alternatives Development

Objectives

- Review Project Area demographics, trends and differences between Census tracts.
- Collect and summarize data regarding existing conditions for land use and transportation.
- Review past plans and studies to establish the existing planning, programs, and policy context in the project area.
- Gather public feedback on community needs for land use and transportation in the project area. Service and Amenities: analyze the project area in terms of the Portland Plan’s 20-Minute Neighborhoods Analysis.
- Maps: develop an input mapping atlas that includes major destinations and transportation infrastructure.
- Prepare an Opportunity Mapping Analysis that documents the service amenities, input

mapping atlas and policy review.

- 2.1 Existing Conditions Inventory** – City shall document Existing Conditions for the Project Area. City shall collect existing and new data and prepare a summary of existing conditions in the Project Area. City shall review demographics, trends and differences between Census tracts. Data collected must include traffic speeds and volumes, turning movement counts, pedestrian and bicycle counts, and crash information at selected streets and locations in and around the Project Area. Summary of existing conditions must include this data as well as information about zoning, comprehensive plan designations, growth trends, commute patterns, transit service levels, transit delay, transit stop locations, existing and planned facilities, and any other information deemed relevant by the PMT. City shall also review and summarize local, regional, and state plans, studies, identified needs, project lists, past public feedback, and policy documents relevant to the Project Area.
- 2.2 Opportunity Mapping Analysis** – City shall conduct an Opportunity Mapping Analysis. City shall analyze the Project Area in terms of two primary factors:
 - *Distance and design:* how far people need to travel to reach destinations, and the extent to which street connectivity, sidewalks and other conditions facilitate walking. Access to frequent-service transit will also be considered as a factor to providing options to reach destinations.
 - *Destinations:* the presence of nearby businesses (grocery stores, restaurants, and retail) and public facilities (community centers, libraries, parks and schools).
- 2.3 Commercial Real Estate Indicators and Retail Market Analysis** – City shall conduct a Commercial Real Estate Indicators and Retail Market Analysis. City shall analyze commercial real estate data in the Project Area and to be determined subareas, to look at existing retail and office square feet, vacancies and rents. Retail market analysis must analyze the “Retail Gap” or the difference between the potential spending in an area, based on population, and the capacity of that area’s retail stores to meet the potential.
- 2.4 Existing Conditions and Opportunities Report** – City shall prepare draft and final Existing Conditions and Opportunities Report incorporating the process and findings of Tasks 2.1, 2.2, and 2.3. City shall prepare final version after Task 2 TAC and PAC meetings.
- 2.5 TAC Meeting #1** – City shall arrange and facilitate TAC Meeting #1. The purpose of TAC Meeting #1 is to obtain feedback on draft Task 2 deliverables. TAC Meeting #1 is anticipated to be up to two hours in length and to be held in City offices or online.

- 2.6 PAC Meeting #1** – City shall arrange and facilitate PAC Meeting #1. The purpose of PAC Meeting #1 is to obtain feedback on the draft Task 2 deliverables. PAC Meeting #1 is anticipated to be up to two hours in length and to be held in the Project Area or online.

City Deliverables

- 2.1 Existing Conditions Inventory
- 2.2 Opportunity Mapping Analysis
- 2.3 Commercial Real Estate Indicators and Retail Market Analysis
- 2.4 Existing Conditions and Opportunities Report
- 2.5 TAC Meeting #1
- 2.6 PAC Meeting #1

Task 3. Alternatives Analysis and Framework Plan Development

Objectives

- Develop up to three alternative frameworks for land use and transportation in and around the project area, including new and proposed centers and corridors and priority pedestrian, bicycle, and transit connections.
- Conduct an alternatives analysis of the frameworks to assess their performance in terms of technical feasibility, 20-minute neighborhood access improvements, transit operations, equity considerations, and how they address the Project goals.
- Conduct public outreach on the alternative frameworks to gather feedback on the appropriate approach to take for future development in the project area.
- Select a preferred alternative from the frameworks or develop a hybrid framework using elements of the alternatives.

- 3.1 Equity and Land Use Alternatives Analysis** – City shall establish land use and population needs and evaluation criteria based on Task 2.2 Opportunity Mapping. City shall develop and evaluate up to three alternative frameworks including a base case, a neighborhood center and a corridor designation with related land use changes, displacement risk mitigation and actions and other considerations. Evaluation must include equity analysis for each alternative in addition to other factors decided by the PMT.

- 3.2 Transit Network Analysis** – In consultation with TriMet staff, City shall develop and evaluate three realistic and revenue-neutral transit network redesign alternatives that correspond to and serve the three alternative frameworks from Task 3.1, including full route alignments, frequency levels, and span of service. Evaluation must include an access analysis, operational analysis, and equity analysis for each alternative in addition to other factors decided by the PMT in consultation with TriMet staff.

- 3.3 Active Transportation Analysis** – City shall develop and evaluate three active transportation network alternatives corresponding to the three alternative frameworks from Task 3.1. Active transportation network alternatives must include walking and biking connections to current and proposed land uses and should indicate major routes and minor routes. Evaluation must include analysis of access to major destinations, existing and future centers and corridors, safety benefits or impacts, level of traffic stress, feasibility, and other factors decided by the PMT.
- 3.4 Street Improvement Analysis** – City shall develop and evaluate three street improvement alternatives corresponding to the three alternative frameworks from Task 3.1. Street improvement alternatives must include priority unimproved or under-improved streets that are priorities to be improved to support current and proposed Centers and Corridors. The analysis must consider financial feasibility evaluation given the land use development context. The analysis must consider public feedback to date, destinations, desire lines, traffic circulation needs, and other inputs determined by the PMT.
- 3.5 TAC Meeting #2** – City shall arrange and facilitate TAC Meeting #2. The purpose of TAC Meeting #2 is to obtain feedback on the draft land use and transportation alternatives analyses. TAC Meeting #2 is anticipated to be up to two hours in length and to be held in City offices or online.
- 3.6 PAC Meeting #2** – City shall arrange and facilitate PAC Meeting #2. The purpose of PAC Meeting #2 is to obtain feedback on the draft land use and transportation alternatives analyses. PAC Meeting #2 is anticipated to be up to two hours in length and to be held in the Project Area or online.
- 3.7 Preferred Framework Report**–City shall develop a draft and final Preferred Framework report that discusses the results of Tasks 3.1, 3.2, 3.3, and 3.4, and selects a preferred alternative (or a hybrid alternative) for further development. City shall prepare a final version after Task 3 TAC and PAC meetings.
- 3.8 TAC Meeting #3** – City shall arrange and facilitate TAC Meeting #3. The purpose of TAC Meeting #3 is to obtain feedback on the draft Preferred Framework report. TAC Meeting #3 is anticipated to be up to two hours in length and to be held in City offices or online.
- 3.9 PAC Meeting #3** – City shall arrange and facilitate PAC Meeting #3. The purpose of PAC Meeting #3 is to obtain feedback on the draft Preferred Framework Report. PAC Meeting #3 is anticipated to be up to two hours in length and to be held in the Project Area or online.

City Deliverables

- 3.1 Equity and Land Use Alternatives Analysis
- 3.2 Transit Network Analysis
- 3.3 Active Transportation Analysis
- 3.4 Street Improvement Analysis
- 3.5 TAC Meeting #2
- 3.6 PAC Meeting #2
- 3.7 Preferred Framework Report
- 3.8 TAC Meeting #3
- 3.9 PAC Meeting #3

Task 4. Implementation Strategy

Objectives

- Review displacement risk mitigation, housing and economic development actions.
- Prepare a Land Use and Community Development Implementation Strategy Memo summarizing the recommendations.
- Develop a list of priority transportation projects needed to implement the preferred framework plan.
- Recommend changes to transit service including revised alignments, frequency levels, and span of service.
- Develop top-tier projects to a concept design level, including alternatives if necessary.
- Create planning-level cost estimates and funding scenarios to guide project investments.
- Develop non-project recommendations, including programs, policies, and action items.

4.1 Displacement Risk Mitigation and Actions Table – City shall review the Citywide Anti-Displacement Inventory (in-progress), and the project equity goals identified in the Public Involvement Plan (Task 1.3), and prepare a draft and final Displacement Risk Mitigation and Actions Table to consult with stakeholders, TAC and PAC as appropriate. Table must include housing displacement, commercial displacement, cultural displacement/social resilience tools, programs, projects, services, and regulation options for discussion.

4.2 Land Use and Community Development Implementation Strategy– City shall prepare a Land Use and Community Development Implementation Strategy to include the following recommendations: map amendments, a list of priority displacement risk mitigation and actions and other appropriate recommendations. Strategy must be aligned and scaled with the Task 3 Preferred Framework Report.

- 4.3 Transportation Project and Program Recommendations** – City shall prepare Transportation Project and Program Recommendations with a list and map of projects and prioritizing projects into two or more tiers of priority for implementation based on criteria agreed upon by the PMT. Evaluation must include consideration of feasibility, cost benefit, and alignment with community feedback. Recommendations must include concept designs and alternatives as necessary to communicate the potential future designs of certain projects.
- 4.4 Transit Network Design Recommendations** – In consultation with TriMet, City shall prepare Transit Network Design Recommendations with a map and descriptions of proposed service changes including revised network, levels of frequency and span, and stop locations. Recommendations must include descriptions of how these changes would affect transit service in areas outside the Project Area and shall summarize benefits and impacts expected from the changes.
- 4.5 Transportation Funding and Phasing Recommendations** – City shall prepare Transportation Funding and Phasing Recommendations with planning level cost estimates, phasing concepts, and potential funding sources for implementation of the projects and other recommendations developed through this planning effort.
- 4.6 TAC Meeting #4** – City shall arrange and facilitate TAC Meeting #4. The purpose of TAC Meeting #4 is to obtain feedback on early drafts of implementation strategy materials. TAC Meeting #4 is anticipated to be up to two hours in length and to be held in City offices or online.
- 4.7 PAC Meeting #4** – City shall arrange and facilitate PAC Meeting #4. The purpose of PAC Meeting #4 is to obtain feedback on early drafts of implementation strategy materials. PAC Meeting #4 is anticipated to be up to two hours in length and to be held at a community location within or near the Project Area or online.
- 4.8 Implementation Strategy Report** -- City shall develop a draft and final Implementation Strategy Report that discusses the results of Tasks 4.1, 4.2, 4.3, 4.4, and 4.5 and packages the recommendations into one implementation strategy document. City shall prepare a final version after TAC and PAC Meetings #5.
- 4.9 TAC Meeting #5** – City shall arrange and facilitate TAC Meeting #5. The purpose of TAC Meeting #5 is to obtain feedback on final drafts of implementation strategy materials. TAC Meeting #5 is anticipated to be up to two hours in length and to be held in City offices or online.
- 4.10 PAC Meeting #5** - City shall arrange and facilitate PAC Meeting #5. The purpose of PAC Meeting #5 is to obtain feedback on final drafts of implementation strategy

materials. PAC Meeting #5 is anticipated to be up to two hours in length and to be held at a community location within or near the Project Area or online.

City Deliverables

- 4.1 Displacement Risk Mitigation and Actions Table
- 4.2 Land Use and Community Development Implementation Strategy
- 4.3 Transportation Project and Program Recommendations
- 4.4 Transit Network Design Recommendations
- 4.5 Transportation Funding and Phasing Recommendations
- 4.6 TAC Meeting #4
- 4.7 PAC Meeting #4
- 4.8 Implementation Strategy Report
- 4.9 TAC Meeting #5
- 4.10 PAC Meeting #5

Task 5. Draft Plan Development

Objectives

- Develop plan drafts and solicit comments

- 5.1 Early Review Draft** – City shall prepare an Early Review Draft for feedback from the PMT, TAC, and PAC in order to prepare the Discussion Draft.
- 5.2 TAC Meeting #6** – City shall arrange and facilitate TAC Meeting #6. The purpose of TAC Meeting #6 is to obtain feedback on the Early Review Draft. TAC Meeting #6 is anticipated to be up to two hours in length and to be held in City offices or online.
- 5.3 PAC Meeting #6** – City shall arrange and facilitate PAC Meeting #6. The purpose of PAC Meeting #6 is to obtain feedback on the Early Review Draft. PAC Meeting #6 is anticipated to be up to two hours in length and to be held at a community location within or near the Project Area or online.
- 5.4 Discussion Draft** – City shall prepare Discussion Draft, incorporating comments on Early Review Draft. City shall publish Discussion Draft for feedback from the public in order to prepare the Proposed Draft.
- 5.5 Proposed Draft** – City shall prepare Proposed Draft, incorporating comments on Discussion Draft. City shall publish the Proposed Draft for feedback from the Planning and Sustainability Commission.

City Deliverables

- 5.1 Early Review Draft

- 5.2 TAC Meeting #6
- 5.3 PAC Meeting #6
- 5.4 Discussion Draft
- 5.5 Proposed Draft

Project Schedule

Task	Estimate Months after NTP
Task 1: Project Management and Public Involvement	Throughout Project Timeline
Task 2: Existing Conditions and Alternatives Development	1 st month through 4 th month
Task 3: Alternatives Analysis and Framework Plan Development	4 th month through 9 th month
Task 4: Implementation Strategy	9 th month through 14 th month
Task 5: Draft Plan Development	14 th month through 18 th month

City Budget and Match Plan

Task		Staff Hours (\$108/hr average)*	Task Costs
1	Project Management and Public Involvement	517	\$55,836
2	Existing Conditions and Alternatives Development	240	\$25,920
3	Alternatives Analysis and Framework Plan Development	476	\$51,408
4	Implementation Strategy	560	\$60,480
5	Draft Plan Development	290	\$31,320
	Project Total	2083	\$224,964
		City's Match	\$29,964
		TGM Grant Amount	\$195,000

* Actual Rates vary depending on the types of people projected to work on the project and their salaries.

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:

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency; | 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; |
| 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 | |

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

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

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

EXCEPTIONS:

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

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

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

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

certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.

4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.

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

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

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

- Appendix B of 49 CFR Part 29 -

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

Instructions for Certification

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

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

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

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

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

IV. EMPLOYMENT

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

V. NONDISCRIMINATION

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

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations. In particular, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-

333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

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-LLLL, "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.**

Clean Air, Clean Water, EPA Regulations.

If this Agreement, including amendments, exceeds \$150,000 then Grantee shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

4. Other Environmental Standards.

Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g)

protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

5. Energy Efficiency. Grantee shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

Uniform Guidance and Administrative

Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding Agency in 2 CFR Subtitle B, including but not limited to the following:

a. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds. Such requirements include, without limitation, that material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the Project continues to be supported by Grant Funds. Ownership of equipment acquired with Grant Funds shall be vested with the Grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the Grantee. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly notify Agency. In such event, Agency may direct the Grantee to transfer, return, keep, or otherwise dispose of the equipment.

b. Procurement Standards. When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and

279C; or for *federally funded* projects 2 CFR §§ 200.318 b through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include

these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

- 9. **Federal Whistleblower Protection.** Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

**EXHIBIT D
ELIGIBLE PARTICIPATING COST**

DESCRIPTION

PERSONNEL SERVICES

Salaries - 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.

Overtime - Payments to employees for work performed in excess of their regular work shift.

Shift Differential - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.

Travel Differential - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.

SERVICES AND SUPPLIES

In-State Travel - Per Rates Identified in State Travel Handbook

Meals & Misc. - Payment for meals incurred while traveling within the State of Oregon.

Lodging & Room Tax - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon.

Fares, Taxi, Bus, Air, Etc.

Per Diem - Payment for per diem, incurred while traveling within the State of Oregon.

Other - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.

Private Car Mileage - Payment for private car mileage while traveling within the State of Oregon.

Office Expense

Direct Project Expenses Including:

Photo, Video & Microfilm Supplies - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.

Printing, Reproduction & Duplication - Expenditures for services to copy, print, reproduce and/or duplicate documents.

Postage - Payment for direct project postage.

Freight & Express Mail - Payment for direct project freight services on outgoing shipments.

Telecommunications

Phone Toll Charges (long-distance) - Payment for telephone long distance charges.

Publicity & Publication

Publish & Print Photos - Payment for printing and publishing photographs to development of publicity and publications.

Conferences (costs to put on conference or seminars)

Equipment \$250 - \$4,999

NOT ELIGIBLE

Employee Training, Excluding Travel

NOT ELIGIBLE

Training In-State Travel

NOT ELIGIBLE

CAPITOL OUTLAY

NOT ELIGIBLE

EXHIBIT E

Information Required by 2 CFR 200331(a) (1)

- 1. Federal Award Identification: 0000(276)
- 2. Grantee Name (which must match the name associated with 3 below): City of Portland
- 3. Grantee's unique entity identifier (i.e. DUNS number): 054971197
- 4. Federal Award Identification Number (FAIN): 0000(276)
- 5. Federal Award Date: July 17, 2019
- 6. Period of Performance Start and End Date: From November 2020 to August 2022
- 7. Total Amount of Federal Funds Obligated by this Agreement: \$195,000

A. Total Amount of Federal Award: \$195,000
Federal award project description: 2019-21 Transportation and Growth Management Program

Name of Federal awarding agency: FHWA
Contact information for awarding official: Linda Swan
Indirect cost rate: 37.43%

i.a. CFDA Number and Name: 20.205 - Highway Planning and Construction
i.b. Amount: \$195,000

ii.a. CFDA Number and Name: _____
ii.b. Amount: _____

iii.a CFDA Number and Name: _____
iii.b Amount: _____

B. Total Amount of Federal Award: _____
Federal award project description: _____
Name of Federal awarding agency: _____
Contact information for awarding official: _____

Indirect cost rate: _____
i.a. CFDA Number and Name: _____

i.b. Amount: _____

ii.a. CFDA Number and Name: _____
ii.b. Amount: _____

iii.a CFDA Number and Name: _____
iii.b Amount: _____

C. Total Amount of Federal Award: _____
Federal award project description: _____
Name of Federal awarding agency: _____
Contact information for awarding official: _____

Indirect cost rate: _____
i.a. CFDA Number and Name: _____

i.b. Amount: _____
ii.a. CFDA Number and Name: _____
ii.b. Amount: _____
iii.a CFDA Number and Name: _____
iii.b Amount: _____

8. Total Amount of Federal Funds Obligated to Grantee: \$195,000

9. Is Award R&D? Yes No