

**INTERGOVERNMENTAL AGREEMENT**  
**Columbia River Highway Congestion & Transportation Safety Improvement Study**

**THIS AGREEMENT** is made and entered into by and between the **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State" and the **Multnomah County**, acting by and through its elected officials, hereinafter referred to as "County," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Multnomah County, the local government, is a municipality, as defined in ORS 367.010(10), duly organized and existing under the laws of the State of Oregon.
3. The Transportation Growth Management ("TGM") Program is a joint program between the Oregon Department of Transportation ("ODOT") and the Department of Land Conservation and Development.
4. State has selected the Project consultant through State's procurement process and procedures, with the participation and input of County and executed Work Order Contract Number 4 under Price Agreement B33840 ("Contract") for the services provided for in Exhibit A.
5. County has been awarded a TGM Grant ("Grant"), which is conditional upon the execution of the State's Contract and this Agreement. The Grant is funded through a combination of TGM funds from the Federal Highway Administration (FHWA) and Federal Lands Access Program (FLAP).
6. The Parties desire to enter into this Agreement for their mutual benefit.

**DEFINITIONS**

1. "Claim" Or "Claims" is a written demand or assertion by one of the contracting parties seeking (i) payment of a specific sum of money, (ii) adjustment or interpretation of contract terms, or (iii) other relief arising under or relating to the Contract.
2. "County's Amount" means the portion of the Grant Amount payable by State to County for performing the tasks indicated in Exhibit A as being the responsibility of County.
3. "County's Matching Amount" means the amount of matching funds that County is required to expend to fund the Project.

4. "County's Project Manager" means the individual designated by County as its project manager for the Project.
5. "Consultant" means the personal services contractor(s) hired by State to perform the tasks indicated in Exhibit A to this Agreement as being the responsibility of such contractor(s).
6. "Consultant's Amount" means the portion of the Grant Amount payable by State to the Consultant for the deliverables described in Exhibit A to this Agreement for which the Consultant is responsible.
7. "Executed" or "executed contract" means the executed Contract is a legal document that has been signed off by the people necessary for it to become effective.
8. "Federally Eligible Costs" means those costs which are direct project costs of the type listed in Exhibit D to this Agreement incurred by County and Consultant during the term of this Agreement.
9. "Grant Amount" or "Grant" means the total amount of financial assistance disbursed under this Agreement, which consists of the County's Amount and the Consultant's Amount.
10. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.
11. "Project" means the Historic Columbia River Highway Congestion and Transportation Safety Improvement Plan,
12. "Statement of Work" at a minimum defines the project specific activities, deliverables and timelines in the ODOT executed Contract and as provided for in Exhibit A.
13. "Termination Date" is defined in Section 2 of the Terms of this Agreement.
14. "Total Project Costs" means the total amount of money required to complete the Project.
15. "Work Order Contract" means the Contract entered into between ODOT and the Consultant for the services as required by the Project. Work Order Contract is also refers to WOC number 4 under Price Agreement B33840 ("Contract") for the services provided for in Exhibit A.
16. "Work Product" work developed, written, made, conceived or reduced to practice in the course of or arising out of the Project.

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

## TERMS OF AGREEMENT

1. Under such authority, State and County agree to a transportation planning effort to identify improvements to address congestion and transportation safety along the Historic Columbia River Highway and adjacent County roadways referred to as the *Historic Columbia River Highway Congestion and Transportation Safety Improvement Plan*, hereinafter referred to as "Project." The Project study area includes the segment of the Historic Highway within the boundaries of the Columbia River Gorge National Scenic Area in unincorporated Multnomah County and connecting County roads that lead to and from Multnomah Falls and other popular destinations along the waterfall corridor from the Portland Women's Forum State Scenic Viewpoint to Cascade Locks (milepost 8.40 to 22.00).
2. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment.
3. The Project will be executed for an estimated Total Project Cost of \$405,000.00, of which State's TGM Program is responsible for the match of \$75,000 in state and federal funds. The estimate for the Total Project Cost is subject to change. County shall be responsible for **12%** or \$10,227 of the state and federal funds, which will be provided for utilizing in-kind County staff time. State shall be responsible for any nonparticipating costs.
4. The Parties agree that prior to State paying Consultant, State shall review and approve Consultant's work, billings and progress reports after having obtained input from the County when applicable.
5. Parties agree to work collaboratively to complete the Project in a timely manner.
6. State grants to County a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public. County 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. The contents of this document do not necessarily reflect views or policies of the State of Oregon.*"
7. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment.

## COUNTY OBLIGATIONS

1. County shall be responsible for **12%** or \$10,227 of the total cost of the State and Federal Project Cost. This estimate is subject to change. Cost includes all expenses. Travel expenses will not be reimbursed. County shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward

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to State documentation that demonstrates the in-kind staff time provided and be equal to the 12% of the State and Federal Project Cost.

2. County shall present cost reports, progress reports and deliverables to State's Contract Administrator no less than every other month. County shall submit cost reports for 100% of County's Federally Eligible Costs.
3. Travel expenses may be used by County as post of the County's matching amount if they conform with current State of Oregon Accounting Manual and local government travel rules, effective on the date the expense(s) are incurred.
4. County shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.
5. County shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
6. County shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
7. All employers, including County, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
8. County shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties

that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by any contractor and subcontractor from and against any and all Claims.

9. Any such indemnification shall also provide that neither County's contractor and subcontractor nor any attorney engaged by County's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that County's contractor is prohibited from defending the State of Oregon, or that County's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against County's contractor if the State of Oregon elects to assume its own defense.
10. County acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
11. County certifies and represents that the individual(s) signing this Agreement has authority to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
12. County's Project Manager for this Project is **Jessica Berry, Senior Transportation Planner, 1600 SE 190th Avenue, Portland, OR 97233, (503) 988-3897, jessica.berry@multco.us** or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## STATE OBLIGATIONS

1. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs specified in in this Agreement within State's current appropriation or limitation of the current biennial budget.
2. State will perform contract administration duties as required for in Exhibit A and as required by applicable Oregon Revised Statutes and Oregon Administrative Rules.

3. State will make payment to Consultant for services provided for in Exhibit A of the Agreement and as specified in the State's corresponding executed contract.
4. State reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work and products for governmental purpose.
5. State's Project Manager for this Project is **Terra Lingley, Region 1 Senior Transportation Planner, 123 NW Flanders, Portland, OR 97209, (503) 731-8232, Terra.m.Lingley@odot.state.or.us** or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

### **GENERAL PROVISIONS**

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to County, or at such later date as may be established by State, under any of the following conditions:
  - a. If County fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If County fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If County fails to provide payment of its share of the cost of the Project in accordance with the terms of this Agreement.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State 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 Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency 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 State on the one hand and of Agency 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency 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 State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State 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 Agency on the one hand and of State 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. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

8. As federal funds are involved in this Agreement, EXHIBITS B and C are attached hereto and by this reference made a part hereof, and are hereby certified to by Agency representative.
9. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
10. 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.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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

This Project is in the 2015-2018 Statewide Transportation Improvement Program, (Key # 19941) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently approved by amendment to the STIP).

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

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

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

By \_\_\_\_\_

Transportation Development Division  
Administrator

Date \_\_\_\_\_

County/State  
Agreement No.31944

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY** *(if required)*

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

Date \_\_\_\_\_

**County Contact:**

Jessica Berry  
Senior Transportation Planner,  
1600 SE 190th Avenue  
Portland, OR 97233,  
(503) 988-3897  
jessica.berry@multco.us

**State Contact:**

Terra Lingley  
Region 1 Senior Transportation Planner  
123 NW Flanders,  
Portland, OR 97209  
(503) 731-8232  
Terra.m.Lingley@odot.state.or.us

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

Region 1 Planning Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
*Assistant Attorney General (If Over \$150,000)*

Date \_\_\_\_\_

**EXHIBIT A**  
**Project Specific Statement of Work**  
**ODOT Work Order Contract: B33870 WOC No. 4**

**A. PROJECT DESCRIPTION and OVERVIEW of SERVICES**

The Historic Highway is designated as a National Historic Landmark and features several popular destinations over 23 miles. The ability for travelers to access and enjoy the historic and scenic nature of the corridor is constrained by the narrow lane widths and distribution of available parking at the recreation sites. It is also a well-used recreational cycling route, especially since ODOT has been working to complete the Historic Columbia River Highway State Trail to provide a continuous off-interstate route from Sandy River to The Dalles. The primary purpose of this planning effort is to preserve the historic and scenic integrity of the Historic Highway, a national landmark, by reducing roadway congestion and improving safety for all users throughout the corridor. The Historic Highway was designed with the intent to provide travelers a connection to nature and the scenic beauty of the area. A corridor lined with parked cars and stopped traffic has negative impacts on both the cultural and scenic landscape. Congestion also results in direct, negative impacts on safety and visitor experience.

Congestion within the Historic Highway corridor is caused by high traffic volumes and unconstrained traffic flow. It causes extended travel time delays, which impact emergency vehicle response times and the overall visitor experience. Additionally, large numbers of cars park in undesignated areas (including the shoulder and sometimes over the fog line and into the roadway) once parking lots are full, limiting traffic flow by impeding travel through the corridor. Visitors park along the roadway or other undesignated parking areas then walk in the travel lanes to reach the recreation destinations. This creates unsafe situations for drivers and walkers. Lastly, the narrow shoulder does not provide adequate space for cyclists, who ride in the travel lane conflicting with traffic flow.

Public and stakeholder involvement and coordination are critical to the success of the Historic Columbia River Highway Congestion and Transportation Safety Improvement Plan ("Plan"). Numerous key stakeholders exist, which include the Agency, the County, Oregon Parks and Recreation Department ("OPRD"), United States Forest Service ("USFS"), and Western Federal Lands Highway Division ("WFLHD"), the Department of Land Conservation and Development ("DLCD"), Federally recognized Tribes, Gorge residents, visitors, the Columbia River Gorge Commission, elected officials, cyclists, tour operators, hikers, Friends of the Historic Highway, Friends of Vista House and Multnomah Falls and Friends of the Columbia Gorge, among others.

The Agency, its Project partners and the Consultant must perform the needed Services in accordance with Title VI of the Civil Rights Act of 1964. Under Title VI and subsequent federal directives, no person in the United States shall on the ground of race, color, national origin, income, age, disability, sex or limited proficiency in English, be excluded from participation in, denied the benefits of, or subjected to discrimination under any

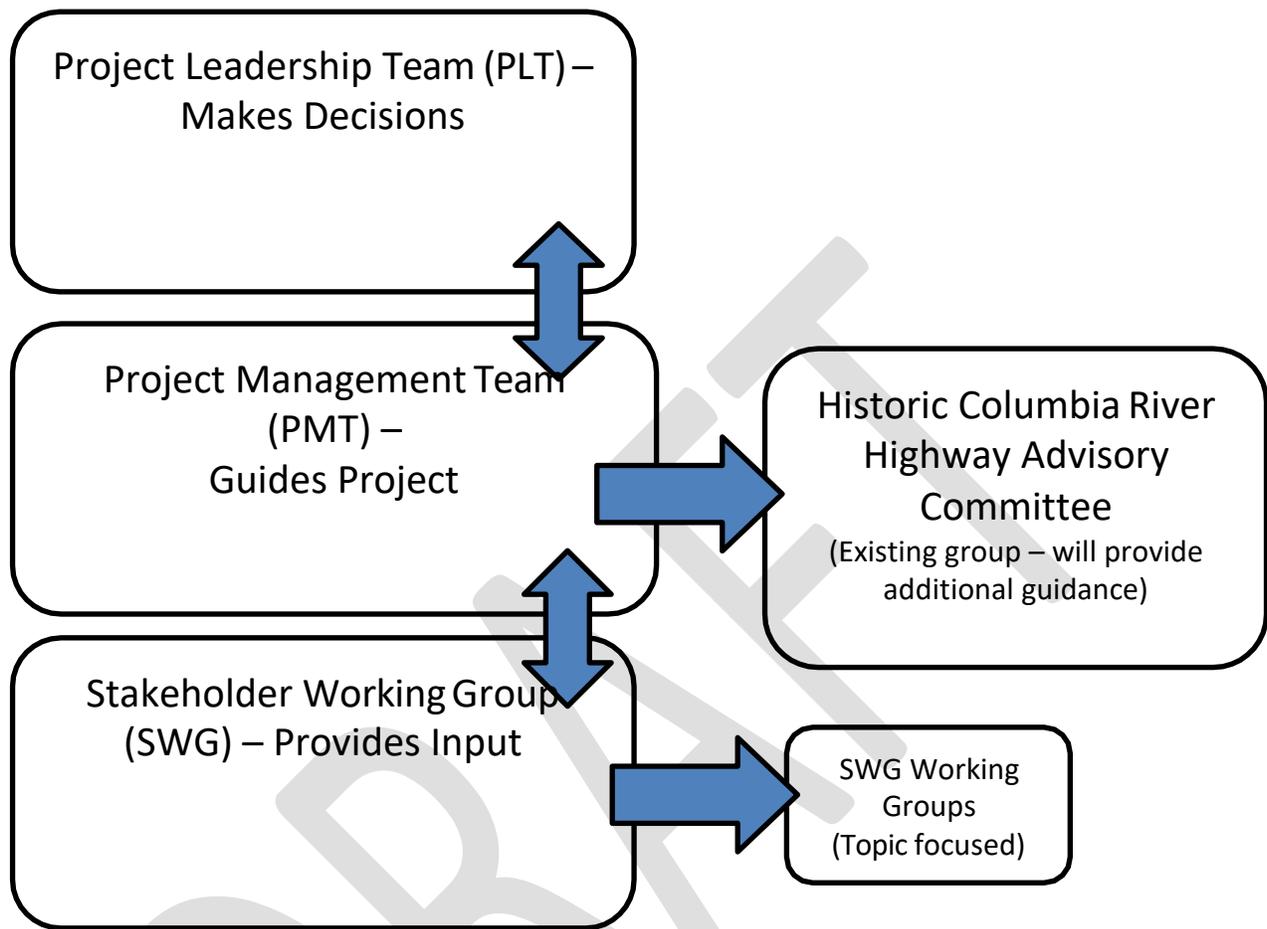
program or activity receiving Federal financial assistance. The study area includes higher than state average low-income residents and elderly residents.

### Committee Structure

Reference Figure 1. Definitions are as follows:

- Project Management Team (“PMT”): The PMT will include representatives from the Agency, USFS, WFLHD, and OPRD. The PMT is responsible for providing technical guidance to the Consultant, along with receiving direction from the Project Leadership Team. The PMT will also provide information to the Stakeholder Working Group.
- Project Leadership Team (“PLT”): The PLT is composed of decision makers from entities with implementation authority in the Project area, including representatives from ODOT, OPRD, Multnomah County and USFS. The PMT will determine the appropriate representatives from each entity in task 1.3. The PLT makes key decisions for development of the Plan. The PLT ensures elected and invested stakeholders are engaged and informed in the Project and that they help make decisions at key project points. The PLT will be advised by the PMT, and the PMT will share recommendations from the Stakeholder Working Group (“SWG”) with the PLT at identified project milestones.
- Stakeholder Working Group The SWG is composed of key stakeholders to provide on-the ground input and project guidance on Consultant deliverables to the PMT. The PMT will suggest members for the SWG in task 1.4. When necessary, the PMT will form smaller sub-groups of the SWG based on interest in specific topics to provide particular feedback.
- Historic Columbia River Highway Advisory Committee (“HCRH AC”): The HCRH AC was created by the Oregon Legislature to review and make recommendations to ODOT and OPRD. The HCRH AC is to advise ODOT, OPRD and Travel Oregon on policy matters pertaining to the preservation and restoration of the Historic Highway. ODOT staff will provide project milestone updates at the HCRH AC regularly scheduled quarterly meetings.

Figure 1: Background – See Next Page



The Columbia River Gorge is a national treasure, and as a result, in 1986 Congress designated it a National Scenic Area (Columbia River Gorge National Scenic Area) to protect and enhance the scenic, natural, cultural, and recreational resources. The Historic Highway, America’s first scenic highway was designed to capture the beauty of the Gorge. The Historic Highway was designated a National Historic Landmark in 2000, which recognized the highway as a significant national heritage resource. This scenic, two-lane road, with limited room for parking, provides access to the wonders of the Columbia Gorge, including popular waterfalls and hiking trails that attract over two and a half million visitors every year.

The beauty of the Columbia River Gorge attracts thousands of visitors each day, particularly on summer weekends during good weather. During these times, parking demand often exceeds capacity; limiting access to picturesque sites such as Multnomah Falls. Constrained parking also creates safety concerns when vehicles backup on I-84 or park illegally on the Historic Highway. The Historic Highway celebrated its 100th anniversary in 2016, prompting local communities, public agencies, and land managers to look for ways to better manage congestion and provide expanded transportation

options. This planning effort was initiated through these efforts. Recent increases in population and visitation to Columbia River Gorge area destinations have been an economic boom for Gorge communities, however, they have contributed to traffic congestion issues; have produced negative effects for the natural environment from vehicles parked in non-designated parking spaces; and have decreased visitor satisfaction due to parking shortages and long travel times. Recent increases in population and visitation to Columbia River Gorge area destinations have also, at times, had a negative impact on residents of rural Multnomah County who use these roads for recreation and work. Visitation is expected to continue to increase, and the associated increased economic activity may further benefit Gorge communities, but parking demand needs to be managed effectively to maintain access and promote sustainable growth. As a result of the increased visitation and a constrained transportation network, traffic and parking congestion have become increasingly frequent occurrences.

The Historic Highway's designation as a National Historic Landmark means that altering the roadway design or footprint may not be feasible. This constrained roadway presents challenges to manage congestion. From a historical preservation perspective, preference will be given to strategies such as parking demand management and transit that don't involve construction.

Numerous plans and stakeholders have recommended transit service to address congestion issues, preserve a quality visitor experience, and better manage access to Gorge destinations. At the same time, the economic environment for project implementation is challenging – revenues for transportation funding are declining. The situation requires solutions to be affordable and achievable. Creative solutions are needed. The Agency, the County, OPRD, USFS, and WFLHD are all working cooperatively to improve conditions along the Historic Highway and to identify cost-effective, implementable solutions.

In summer 2016, ODOT initiated the Columbia Gorge Express as a two-year pilot project. This weekend-only transit service provided roughly 29,000 trips over the entire summer season (May 27-September 25). The popularity of the Gorge Express service demonstrates demand for transportation options in the Gorge, though the service does not currently have a sustainable funding source. A sustainable funding source is needed to continue service into the future.

Congestion on the corridor also impacts mobility on I-84. In response to excess demand at the 183-space I-84 Multnomah Falls parking lot, ODOT installed a gate that closes the lot entrance when the lot is full. This improves safety by eliminating traffic backing up on I-84, but increases visitor frustration for those trying to access Multnomah Falls and necessitates the Columbia Gorge Express to use an eight mile detour, adding time and costs.

## **B. TASKS, DELIVERABLES and SCHEDULE**

Unless the WOC is terminated or suspended, Consultant shall complete all tasks and provide all deliverables (collectively, the “Services”) included in this WOC and in accordance with the performance requirements and delivery schedules included in this WOC. For purposes of standardization, the task numbering in this SOW may be non-sequential. The delivery schedule is listed under each task.

### **Task 1. Project Management and Public Involvement**

Consultant shall: ensure the project is making timely progress and that data collection, analysis, and deliverable development are on track with project objectives; ensure that affected agencies, stakeholders, and the general public are included in the development of the Plan; and work with partner agencies to develop and implement a robust public involvement plan that achieves project goals.

**1.1 Monthly progress reports** – Consultant shall submit written monthly progress reports professional service activities. Consultant shall prepare monthly progress reports and progress billings in a format approved by Agency. Consultant shall immediately raise any concerns about scope, schedule or budget with the Agency Project Manager (“APM”).

**1.2 Regular PMT check-ins** – Consultant shall lead monthly hour-long in-person or via conference call PMT check-ins throughout the project to discuss scope, schedule, and budget. Consultant shall prepare a summary of action items after each meeting.

**1.3 Public Involvement Plan** – The Public Involvement Plan must address needed coordination among agencies, organizations, groups, and individuals likely to have an interest in the Project outcome. The Public Involvement Plan must include appropriate methods to meet the requirements of Title VI of the 1964 Civil Rights Act and the US Department of Transportation Environmental Justice Order 5610.2[a], and must provide meaningful opportunities for input from all citizens and interested parties.

Agency will lead and the PMT shall provide input on developing a draft Public Involvement Plan that includes the committee structure identified in Figure 1; Agency will participate in a Public Involvement Planning meeting with Consultant and review and provide comments on how best to engage the public to meet project goals. Consultant shall review pre-existing intercept survey results to assist with identification of key public audiences and development key project messaging for target audiences. Agency will share mailing lists and key contacts for Consultant to use for outreach. Consultant shall implement the Public Involvement Plan through meetings, interviews, and surveys identified in subsequent tasks. Consultant shall organize Public Involvement around three milestones: (1) early public outreach and education about the study; (2) review of analysis and options (range of scenarios); and (3) presentation and review of recommendations.

**1.4 Project Leadership Team Roster and Charter** – The PMT will identify and

invite PLT members to participate in the Project. The PLT will meet at project milestones (tasks 1, 2, 4, 5, 6, and 7). PLT meetings must be facilitated by Consultant. Consultant shall develop and recommend a PLT charter that identifies decision-making structure, protocols, and function.

**1.5 Stakeholder working group (SWG) roster and protocols** - The PMT will identify and invite members to serve on a SWG, and Consultant shall review the roster and provide input. Consultant shall develop a SWG protocol document that identifies decision-making structure, function, roles and responsibilities, and asks for SWG member signatures of acknowledgement.

**1.6 Project Website** - Consultant shall provide content for, and Agency will host, a project webpage to provide public access to technical materials, calendar, and on-line survey instruments. Project website will be updated bi-monthly with project news and technical documents. Consultant will work with an existing website, no new Uniform Resource Locator ("URL") is anticipated. Agency will design the website; updates are limited to text changes, messaging, links to surveys, and visuals (graphics, maps) created as part of other subtasks.

**1.7 Partner Meetings** – Consultant shall conduct up to 6 meetings with project partners prior to the PLT meetings to ensure that agency partners have an opportunity to discuss project milestones.

**1.8 PLT Meeting #1** – Agency will arrange (and secure venue for) and Consultant shall facilitate an up to 2-hour PLT Meeting #1 to introduce the project and explain the purpose of the Plan, and review and agree upon the decision-making structure and recommended PLT Charter. Included in the facilitation of the meeting, Consultant shall provide an agenda, sign-in sheet and summary notes, and attend a debrief meeting.

**1.9 Project Schedule and Project Instructions** – Consultant shall develop a graphic project schedule that can be used on the website and in public presentations. Consultant shall make up to 3 revisions of the project schedule. Consultant shall develop a set of project instructions for use by the internal project team, including roles and responsibilities, change management protocols, field safety plans, and quality control and assurance protocols.

***Consultant Deliverables / Schedule:***

- 1.1 Electronic monthly progress reports and billing invoices including a breakdown of expenses to be submitted to Agency by the 20th of each month.
- 1.2 Provide PMT check-ins summary of action items.
- 1.3 Lead development of the Public Involvement Plan and provide comment and provide key messaging to Agency for review within 10 business days of receiving the plan.
- 1.4 Provide Project Leadership Team Charter due 30 calendar days following notice to proceed (NTP).
- 1.5 Provide Stakeholder Working Group protocol document due 30 calendar days following NTP.

- 1.6 Provide project website content bi-monthly for duration of project.
- 1.7 Partner meetings due at least 7 calendar days prior to PLT meetings.
- 1.8 Provide PLT meeting #1 agenda to PLT members via e-mail within 5 business days of the meeting. Provide the meeting summary via e-mail to the APM within 10 business days after the meeting has been concluded. PLT Meeting is due 50 calendar days following NTP.
- 1.9 Provide project schedule and project instructions, including field safety plan, 30 calendar days following NTP.

## **Task 2. Planning study area, vision, and goals**

Consultant shall: finalize planning area with input from stakeholder agencies, create a transportation vision, goals, and evaluation criteria to guide the project and notify stakeholders to announce the planning process and the opportunities for input.

**2.1 Define planning area** – Consultant shall, in coordination with the PMT, SWG, and PLT, refine the planning and focus areas for in-depth study to collect data and inform implementation actions to address specific areas of concern along the Historic Highway. Consultant shall create a map showing the planning area, and suggest focus areas. Agency will provide a Geographic Information System (“GIS”) layers for the base map.

**2.2 Technical Memo #1: Vision, Goals, and Evaluation Criteria** - Using the Project objectives as a basis for development, Consultant shall create a draft and final Technical Memo #1: Vision, Goals, and Evaluation Criteria. The memo must address how the developed goals and evaluation criteria will be used to evaluate potential congestion mitigation and safety scenarios to ensure that developed and recommended actions reflect the purpose of the project. The PMT and SWG will provide input on the draft memo during SWG Meeting #1 to help develop a vision for future transportation and congestion along the Historic Highway. Evaluation criteria will include both qualitative and quantitative measures to allow comparison among scenarios. The number of criteria and measures shall not exceed 10, to ensure an efficient and effective evaluation process. Evaluation criteria must include impact on adjacent Multnomah County rural roads. Consultant shall include a 1-page reader-friendly executive summary as part of Technical Memo #1.

**2.3 SWG Meeting #1** – Agency will arrange (and secure venue for) and Consultant shall facilitate an up to 2-hour SWG Meeting #1 to review the project planning area and vision, goals, and evaluation criteria. Included in the facilitation of the meeting, Consultant shall provide an agenda, sign-in sheet, summary notes and a debrief meeting.

**2.4 PLT Meeting #2** - Agency will arrange (and secure venue for) and Consultant shall conduct an up to 2-hour PLT Meeting #1 to review the PLT Charter, solicit feedback on Technical Memo #1: Vision, Goals, and Evaluation Criteria, and confirm the Project Study Area. Included in the facilitation of the meeting, Consultant shall provide an agenda, sign- in sheet and summary notes, and attend a debrief meeting.

**2.5 Early Public Notification** – Consultant shall draft and design up to 8 public notification materials about project start up and opportunities to provide input. Materials will include e-newsletter, project fact sheet, talking points, news release, text for use in social media posts, informational displays. E-newsletter will include a link to comment form/database and format will be multi-purpose. Consultant will translate key documents pending results of language assessment or specific direction from Agency. Agency will review drafts before Consultant distribution. Agency will lead distribution of information to media and serve as media spokesperson.

***Consultant Deliverables / Schedule:***

- 2.1 Provide the Project planning area map to the Agency due 30 calendar days following NTP for review and acceptance.
- 2.2 **a.)** Provide draft Technical Memo #1: Vision, Goals and Evaluation Criteria for agency review within 7 business days of the SWG meeting #1. Draft Technical Memo #1 is due 70 days following NTP; and  
**b.)** Provide final Technical Memo #1: Vision, Goals and Evaluation Criteria for agency review within 10 business days of the PLT meeting #2 being concluded. Final Technical Memo #1 is due 120 calendar days following NTP.
- 2.3 Provide SWG meeting #1 agenda to SWG members via e-mail within 5 business days of the meeting. Provide the meeting summary via e-mail to the APM within 10 business days after the meeting as concluded of SWG Meeting #1. SWG Meeting #1 is due 90 calendar days following NTP.
- 2.4 Provide PLT meeting #2 agenda to PLT members via e-mail within 5 business days of the meeting. Provide the meeting summary via e-mail to the APM within 10 business days after the meeting has been concluded. PLT Meeting #2 is due 100 calendar days following NTP.
- 2.5 Provide final public notification materials within 45 calendar days of NTP.

**Task 3. Collect existing and future conditions data**

Consultant shall: document the existing congestion and safety conditions for the planning area, document the expected future conditions qualitatively, based on anticipated population and employment growth and Automatic Traffic Recorder (“ATR”) data trends, and develop a by understanding the existing policy framework for the corridor

**3.1 Data Collection** – Consultant shall collect additional information as follows:

- Road tube counts for 8 days at 3 locations. The type of data collected: volume by direction per 15-min Potential locations for data collection may include HCRH east of Larch Mountain Road, HCRH east of Bridal Veil and HCRH east of Ainsworth State Park. Agency and Consultant to agree to the location of data collection prior to the collection of data.
- Bicycle and pedestrian data in two locations via video camera. The data collection shall occur for 4 days between the hours of 9am – 3pm. The type of Data collected: volumes by 15-min. Potential locations for data collection include: HCRH west of Women’s Forum Overlook and HCRH at Multnomah Falls. Agency and Consultant to agree to the location of data collection prior to the collection of

data.

- Parking occupancy/turnover/spillover data to validate the findings of the Trailhead Parking Utilization Study, Summer 2016 (by Rick Williams), and to add data from parking areas not part of the 2016 study in that study, including but not limited to Portland Women's Forum, Vista House, Guy Talbot/Latourelle Falls, Bridal Veil State Park and Angel's Rest trailhead including the access road to I-84, and identification of all legal and illegal parking areas.

**3.2 Stakeholder Phone Interviews** – Consultant shall schedule and interview by telephone up to 8 stakeholders including: 4 PLT members, a member of the Gorge Commission, emergency response, and law enforcement stakeholders, prior to the first PLT meeting, to gather information on goals, concerns, and issues related to congestion along the Historic Highway. Agency will identify the stakeholders. Consultant shall draft a list of questions for Agency review. Consultant shall report the outcomes of the interviews in a summary not to exceed 4 pages.

**3.3 Technical Memo #2: Existing Conditions** – Consultant shall create draft and final Technical Memo #2: Existing Conditions to synthesize data collected in subtasks 3.1 through 3.3. Consultant shall use charts, maps, photos, and diagrams, as appropriate, to portray relevant data. Consultant shall provide the geospatial data to the PMT. Consultant shall provide a map or other product that visually highlights areas of congestion or safety focus, such as heat maps showing parking or travel time. Consultant shall include a 1-page reader-friendly executive summary as part of Technical Memo #2.

**3.4 SWG Meeting #2** - Agency will arrange (and secure venue for) and Consultant shall facilitate an up to 2-hour SWG Meeting #2 to review Technical Memo #2: Existing Conditions and solicit feedback on the data presented. Included in the facilitation of the meeting, Consultant shall provide an agenda, sign-in sheet and summary notes, and attend a debrief meeting.

### ***Consultant Deliverables / Schedule***

3.1 Data Collection due 80 calendar days following NTP:

- Road tube counts for 8 days at 3 locations. The deliverables must include but are not limited to an average daily traffic volume by day and average hourly volume for the following; typical weekday (Monday-Thursday), typical Friday, typical Saturday, typical Sunday, extended holiday Friday, extended holiday Saturday, extended holiday Sunday, extended holiday Monday, holiday. Data collection to occur on Consultant and Agency agreed to dates as approved by the Agency APM.
- Bicycle and pedestrian video data: Average daily traffic volume by day collected, Average hourly volume for each day collected;
- Parking occupancy/turnover/spillover data;

3.2 Stakeholder Interview Summary due 90 calendar days following NTP.

3.3 a.) Provide draft Technical Memo #2: Existing Conditions for agency review within

7 business days of the SWG meeting #2. Draft Technical Memo #2 is due 100 days following NTP; and

- b.) Provide final Technical Memo #2: Existing Conditions for agency review within 10 business days of the SWG meeting #2 being concluded. Final Technical Memo #2 is due 180 days following NTP.

3.4 Provide SWG meeting #2 agenda to SWG members via e-mail within 5 business days of the meeting. Provide the meeting summary via e-mail to the APM within 10 business days after the meeting as concluded of SWG Meeting #2. SWG Meeting #2 is due 140 days after NTP.

#### **Task 4. Congestion Management and Safety Tools**

Consultant shall identify and evaluate the applicability of a wide variety of congestion management tools; document safety concerns, risks, and tradeoffs for each management tool, and identify longer-term safety improvements for all modes.

#### **4.1 Technical Memo #3: Congestion Management and Safety Toolkit and**

**Analysis** – Consultant shall create draft and final Technical Memo #3: Congestion Management Tool Analysis. Consultant shall use the National Park Service Congestion Management Toolkit at [https://www.nps.gov/transportation/pdfs/NPS-CMS\\_Toolkit.pdf](https://www.nps.gov/transportation/pdfs/NPS-CMS_Toolkit.pdf) and the Range of Solutions chapter in [Multnomah County's Transportation System Plan](#) (“TSP”) during their analysis along with other common tools customary to perform this task. Analysis must include options to better manage congestion, improve safety, enhance visitor experience, and manage parking demand, including governance structure and parking pricing examples from recreation areas with similar characteristics (e.g. within an hour drive of a metropolitan area, high demand and seasonal visitation, parking constraints). Safety and congestion management solutions must include multi-modal tools. Consultant shall analyze each tool and identify the risks, tradeoffs, and the applicability as it relates to the unique Historic Highway regulatory environment. Consultant shall also identify management action points where tools may be appropriate, including likely timeframe to implement, and political and regulatory barriers.

As part of this technical memorandum, Consultant shall assess existing conditions, examine the toolkit, and develop potential solutions for specific locations in the study area. The Consultant shall also bundle solutions (defined as specific projects, programs, or strategies) into sets called scenarios. Each scenario will include a set of projects, programs, or strategies that can be implemented over time, depending on when “triggers” are reached. Each scenario must define the projects/programs/strategies, location if applicable, triggers for additive action, and other relevant characteristics consistent with an adaptive management approach. All scenarios shall be consistent with the vision and goals developed in Task 1 with the PMT, SWG, and PLT. One scenario must be a “Do Nothing” scenario. Other scenarios may prominently feature transportation demand management techniques or limited access. Consultant shall develop up to 3 scenarios. These scenarios will be evaluated in Task 5 – Alternatives Evaluation. Consultant shall include a 1-page reader-friendly executive summary as part of Technical Memo #3.

**4.2 SWG Meeting #3** - Agency will arrange (and secure venue for) and Consultant shall facilitate an up to 2-hour SWG Meeting #3 to review Technical Memo #3: Congestion Management Tools and solicit feedback on potential fatal flaws, risks, and tradeoffs associated with the Tools, and the applicability of the potential solutions presented. Included in the facilitation of the meeting, Consultant shall provide an agenda, sign-in sheet and summary notes, and attend a debrief meeting.

**4.3 PLT Meeting #3** – Agency will arrange (and secure venue for) and Consultant shall facilitate an up to 2-hour PLT Meeting #2 to review the results of Technical Memo #3: Congestion Management and Safety Tools and solicit feedback on potential fatal flaws, risks, and tradeoffs associated with the Tools, and the applicability of the potential solutions presented. Included in the facilitation of the meeting, Consultant shall provide an agenda, sign-in sheet and summary notes, and attend a debrief meeting.

***Consultant Deliverables / Schedule:***

- 4.1 **a.)** Provide draft Technical Memo #3: Congestion Management Tool Analysis for agency review within 7 business days of the SWG meeting #3. Draft Technical Memo #3 is due 4 months following NTP.
- b.)** Provide final Technical Memo #3: Congestion Management Tool Analysis for agency review within 10 business days of the PLT meeting #3 being concluded. Final Technical Memo #3 is due 6 months following NTP.
- 4.2 Provide SWG meeting #3 agenda to SWG members via e-mail within 5 business days of the meeting. Provide the meeting summary via e-mail to the APM within 10 business days after the meeting as concluded of SWG Meeting #3. SWG meeting #3 is due 5 months following NTP.
- 4.3 Provide PLT meeting #3 agenda to PLT members via e-mail within 5 business days of the meeting. Provide the meeting summary via e-mail to the APM within 10 business days after the meeting as concluded of PLT Meeting #3. PLT meeting #3 is due 5 months following NTP.

**Task 5. Alternatives Evaluation**

Consultant shall evaluate potential congestion mitigation and safety alternatives (scenarios) against goals and criteria and recommend a scenario for the final Plan.

**5.1 Technical Memo #4: Alternatives Evaluation**– Consultant shall create draft and final Technical Memo #4 that qualitatively and quantitatively evaluates up to 3 potential scenarios against the evaluation criteria developed in Task 2 to determine how each scenario helps further the project goals. The evaluation will articulate tradeoffs (pros and cons) of the scenarios as reflected through the evaluation criteria. Consultant shall describe scenarios and document the evaluation for the final plan. The memo shall include a draft recommendation for incorporation in the final plan, based on evaluation results – which will then be revised as needed to reflect input from the SWG, PLT, and

the public. Consultant shall include a 1-page reader-friendly executive summary as part of Technical Memo #4.

**5.2 SWG Meeting #4** - Agency will arrange (and secure venue for) and Consultant shall facilitate an up to 2-hour SWG Meeting #4 to review the contents of Technical Memo #4: Alternatives Evaluation and solicit feedback on the data presented. Included in the facilitation of the meeting, Consultant shall provide an agenda, sign-in sheet and summary notes, and attend a debrief meeting.

**5.3 SWG Focus Groups** – Agency will arrange (and invite attendees and secure venue for) and Consultant shall facilitate four 1-hour SWG Focus Groups to review the evaluation results with project stakeholders and other interested parties, as determined by the PMT. Focus groups will be held prior to SWG Meeting #4. Agency will arrange public notification if necessary.

**5.4 Online Open House and Survey, Survey Notification and Outreach** - Consultant shall lead development and deployment of an online open house and survey to gain input on scenarios and their evaluation. The public feedback will be shared with the PLT prior to PLT Meeting #4. Consultant shall provide content for online open house, which will be deployed by Agency. Consultant shall summarize results of survey as part of final Technical Memo #4. Consultant shall draft and design notification materials related to online survey on implementation strategies, including e-newsletter, digital/display advertising, news release, updated fact sheet, and social media posts. Agency will distribute news release and social media posts. Consultant will distribute e-newsletter, place advertisements, and provide information at up to four community meetings.

**5.5 PLT Meeting #4** - Agency will arrange (and secure venue for) and Consultant shall facilitate an up to 2-hour PLT Meeting #4 to review Technical Memo #4: Alternatives Evaluation and provide direction on which scenario (or combination of solutions) to include in the final plan. Included in the facilitation of the meeting, Consultant shall provide an agenda, sign-in sheet and summary notes, and attend a debrief meeting.

***Consultant Deliverables / Schedule:***

- 5.1 **a.)** Provide draft Technical Memo #4: Alternatives Evaluation for agency review within 7 business days of the SWG meeting #4. Draft Technical Memo #4 is due 7 months following NTP.
- b.)** Provide final Technical Memo #4: Alternatives Evaluation for agency review within 10 business days of the PLT meeting #4 being concluded. Final Technical Memo #4 is due 9 months following NTP.
- 5.2 Provide SWG meeting #4 agenda to SWG members via e-mail within 5 business days of the meeting. Provide the meeting summary via e-mail to the APM within 10 business days after the meeting as concluded of SWG Meeting #4. SWG meeting #4 is due 7 months following NTP.
- 5.3 Provide Focus Groups agenda to attendees via e-mail within 5 business days of the meeting. Provide the meeting summary via e-mail to the APM within 10 business days after the last Focus Group is conducted. Focus Group meetings are due 7

months following NTP.

- 5.4 Provide draft questions for online survey within 7 business days of the SWG meeting #4; results of survey are due with final Technical Memo #4. Survey notification materials and online open house due with five business days of SWG meeting #4; survey outreach summaries due within 7 days of each event.
- 5.5 Provide PLT meeting #4 agenda to PLT members via e-mail within 5 business days of the meeting. Provide the meeting summary via e-mail to the APM within 10 business days after the meeting as concluded of PLT Meeting #4. PLT meeting #4 is due 7 months following NTP.

### **Task 6. Implementation Strategies**

Consultant shall identify options for matching high priority and short-term alternatives with sustainable funding sources; identify appropriate sponsor/owner agencies to implement alternatives; create actionable improvement strategies that can be directly incorporated into the plan; ensure that appropriate plans and actions meet current County codes and CRGNSA Management Plan Guidelines; and identify potential limitations to current County codes or CRGMSA Management Plan for agreed upon high priority solutions.

**6.1 Technical Memo #5: Implementation Strategies** – Consultant shall create draft and final Technical Memo #5: Implementation Strategies to identify short, medium, and long-term implementation strategies, including recommendations for sustainable funding for implementation of alternatives from Task 5, as well as policies and statute changes needed to support the alternatives. Consultant shall assume sustainable funding for the Columbia Gorge Express. Consultant shall also identify high priority strategies within the short, medium, and long-term categories, and identify which, if any strategies need to be implemented together. This memo must also include planning-level cost estimates (for up to 10 strategies, programs, or projects) for high priority alternatives. Consultant shall include a 1-page reader-friendly executive summary as part of Technical Memo #5.

**6.2 Plan and Code Changes** - Consultant shall suggest County TSP, County code language, ORS, or CRGNSA Management Plan changes to support strategies identified in the Plan to ensure that the appropriate agencies can legally implement the strategies. Consultant shall also review relevant agency regulations to include but not limited to gas tax restrictions, parking payment guidance, day use regulations and Agency right-of-way rules.

**6.3 Technical Memo #6: Action Plan** – Consultant shall identify actions for each responsible agency, including measures to evaluate success of individual recommendations, and create an action plan, including specific actions for each partner agency to implement, with a suggested timeline. Consultant shall include a 1-page reader-friendly executive summary as part of Technical Memo #6.

**6.4 Technical Memo #7: Public Outreach Strategy** – Consultant shall create draft and final Technical Memo #7: Public Outreach Strategy that supports and enables deployment of the actions in Technical Memo #7: Action Plan, based on feedback from

the SWG and the PMT. Technical Memo #7 must summarize roles and responsibilities, key messages, and implementation outreach activity schedules. Consultant shall include a 1-page reader-friendly executive summary as part of Technical Memo #7.

**6.5 SWG Meeting #5** - Agency will arrange (and secure venue for) and Consultant shall conduct an up to 2-hour SWG Meeting #5 to review Technical Memo #5: Implementation Strategies, Technical Memo #6: Action Plan, and Technical Memo #7: Public Outreach Strategy and solicit feedback on the strategies and Action Plan.

**6.6 PLT Meeting #5** - Agency will arrange (and secure venue for) and Consultant shall conduct an up to 2- hour PLT Meeting #5 to review Technical Memo #5: Implementation Strategies, Technical Memo #6: Action Plan and Technical Memo #7: Public Outreach Strategy and solicit feedback. Included in the facilitation of the meeting, Consultant shall provide an agenda, sign- in sheet and summary notes, and attend a debrief meeting.

***Consultant Deliverables / Schedule:***

- 6.1 **a.)** Provide draft Technical Memo #5: Implementation Strategies for agency review within 7 business days of the SWG meeting #5. Draft Technical Memo #5 is due 8 months following NTP.
- b.)** Provide final Technical Memo #5: Implementation Strategies for agency review within 10 business days of the PLT meeting #5 being concluded. Final Technical Memo #5 is due 9 months following NTP.
- 6.2 Plan and Code Changes. Due 8 months following NTP.
- 6.3 **a.)** Provide draft Technical Memo #6: Action Plan for agency review within 7 business days of the SWG meeting #5. Draft Technical Memo #6 is due 9 months following NTP.
- b.)** Provide final Technical Memo #6: Action Plan for agency review within 10 business days of the PLT meeting #5 being concluded. Final Technical Memo #6 is due 10 months following NTP.
- 6.4 **a.)** Provide draft Technical Memo #7: Public Outreach Strategy for agency review within 7 business days of the SWG meeting #5. Draft Technical Memo #7 is due 9 months following NTP.
- b.)** Provide final Technical Memo #7: Public Outreach Strategy for agency review within 10 business days of the PLT meeting #5 being concluded. Final Technical Memo #7 is due 10 months following NTP.
- 6.5 Provide SWG meeting #5 agenda to SWG members via e-mail within 5 business days of the meeting. Provide the meeting summary via e-mail to the APM within 10 business days after the meeting as concluded of SWG Meeting #5. SWG meeting #5 is due 10 months following NTP.
- 6.6 Provide PLT meeting #5 agenda to PLT members via e-mail within 5 business days of the meeting. Provide the meeting summary via e-mail to the APM within 10 business days after the meeting as concluded of PLT Meeting #5. PLT meeting #5 is due 10 months following NTP.

**Task 7. Draft and Final Congestion Mitigation Plan**

Consultant shall consolidate all relevant data into a Congestion Mitigation Plan and provide an action plan with timelines and assignments.

**7.1 Draft Congestion and Transportation Safety Improvement Plan** - Consultant shall develop the Draft Congestion and Transportation Safety Improvement Plan that summarizes the planning process and provides the implementation plan, action plan, and outreach strategy to all key agency stakeholders in an easy-to-read, accessible document. The draft plan must include an executive summary with relevant project elements. Effort assumes the plan will use technical memos for a significant portion of the content.

**7.2 SWG Meeting #6** - Agency will arrange (and secure venue for) and Consultant shall facilitate an up to 2-hour SWG Meeting #6 to review the draft plan and solicit feedback. Included in the facilitation of the meeting, Consultant shall provide an agenda, sign-in sheet and summary notes.

**7.3 PLT Meeting #6** - Agency will arrange (and secure venue for) and Consultant shall facilitate an up to 2-hour PLT Meeting #5 to review the Draft Plan and provide feedback. Included in the facilitation of the meeting, Consultant shall provide an agenda, sign- in sheet and summary notes, and attend a debrief meeting.

**7.4 Final Congestion and Transportation Safety Improvement Plan** - Consultant shall incorporate comments from the SWG and PLT to produce the Final Plan.

**7.5 Public Notification** – Consultant shall draft notification materials for public outreach about the final plan. Materials will include e-newsletter, news release, updated fact sheet, social media posts. Agency will distribute news release, social media posts and provide briefings to community groups. Consultant will distribute e-newsletter.

***Consultant Deliverables / Schedule:***

7.1 Provide draft Congestion and Transportation Safety Improvement Plan for agency review within 7 business days of the SWG meeting #6. Draft Congestion and Transportation Safety Improvement Plan due 12 months following NTP.

7.2 Provide SWG meeting #6 agenda to SWG members via e-mail within 5 business days of the meeting. Provide the meeting summary via e-mail to the APM within 10 business days after the meeting as concluded of SWG Meeting #5. SWG meeting #6 is due 11 months following NTP.

7.3 Provide PLT meeting #6 agenda to PLT members via e-mail within 5 business days of the meeting. Provide the meeting summary via e-mail to the APM within 10 business days after the meeting as concluded of PLT Meeting #6. PLT meeting #6 is due 11 months following NTP.

7.4 Provide final Congestion and Transportation Safety Improvement Plan for agency review within 10 business days of the PLT meeting #6 being concluded. Final Congestion and Transportation Safety Improvement Plan due 12 months following NTP.

7.5 Provide final notification materials within 14 days of Final Congestion and Transportation Safety Improvement Plan.

County/State  
Agreement No.31944

For purposes of Exhibits B and C, references to Department shall mean State, references to Contractor shall mean Agency and references to Contract shall mean Agreement.

**EXHIBIT B  
CONTRACTOR CERTIFICATION**

Contractor certifies by signing this Contract that Contractor has not:

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

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

**DEPARTMENT OFFICIAL CERTIFICATION**

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

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

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

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**EXHIBIT C**

Federal Provisions  
Oregon Department of Transportation

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

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

County/State  
Agreement No.

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

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

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

**EXCEPTIONS:**

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

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

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

1. By signing this Contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Department determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

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

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

participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

**IV. EMPLOYMENT**

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Department shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

#### V. NONDISCRIMINATION

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

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the

Contract covers a program set forth in Appendix B of the Regulations.

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

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

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

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

**DBE POLICY STATEMENT**

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

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

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

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

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

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

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

#### CONTRACTOR'S DBE CONTRACT GOAL

**DBE GOAL** 8.5 %

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

#### VII. LOBBYING

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

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

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

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

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

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

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

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