

**RESOLUTION NO. 2499**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF OREGON, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION (ODOT) FOR PLANNING AND PRELIMINARY DESIGN OF THE FRENCH PRAIRIE BRIDGE (CAPITAL IMPROVEMENT PROJECT #9137).**

WHEREAS, the City has planned and budgeted for the completion of Capital Improvement Project #9137, known as the French Prairie Bridge project (the Project); and

WHEREAS, the project will determine the final bridge location, alignment, and preliminary design necessary to determine whether to pursue bridge final design and construction; and

WHEREAS, the City's budgeted funds will sufficiently cover the required "local match" requirements in order to receive the Federal Funds; and

WHEREAS, the City of Wilsonville is required to enter into Intergovernmental Agreements with the Oregon Department of Transportation to initiate the use of Federal funding for planning and preliminary design projects and

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Council does hereby approve and authorize the Mayor to sign Intergovernmental Agreement No. 30118 for planning and preliminary design for the project known as the French Prairie Bridge (Project #9317) between the City of Wilsonville and the State of Oregon, acting by and through its Department of Transportation. A copy of Intergovernmental Agreement No. 30118 marked Exhibit "1" is attached hereto and incorporated herein.
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 1st day of December 2014, and filed with the Wilsonville City Recorder this date.

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Tim Knapp, Mayor

ATTEST:

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Sandra C. King, City Recorder, MMC

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Goddard	Yes
Councilor Fitzgerald	Yes
Councilor Stevens	Yes

Attachments:

Exhibit 1 – IGA Agreement No. 30118

**DRAFT: October 31, 2014**

**INTERGOVERNMENTAL AGREEMENT  
PLANNING PHASE  
French Prairie Bridge: Boones Ferry Road to Butteville Road  
City of Wilsonville**

**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 CITY OF WILSONVILLE, acting by and through its elected officials, hereinafter referred to as "Agency," 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.

**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. The following documents are attached hereto and by this reference made a part of this Agreement.
  - a. Exhibit A – Scope of Work
  - b. Exhibit B – Contractor Certification
  - c. Exhibit C – Federal Provisions
2. The purpose of this Agreement is to enable Agency to participate in this federal aid project to determine the final location and alignment and prepare preliminary construction documents and environmental documentation for the French Prairie Bridge; a bike and pedestrian bridge over the Willamette River in Wilsonville, Oregon. The Agency shall engage public participation in the bridge location, alignment and design selection process through the formation of a Public Advisory Committee and development of a Brand Messaging and Public Involvement Plan. Agency shall specifically, develop unique public outreach activities to engage the elderly and disabled populations within the area, hereinafter referred to as "Project," as described in Exhibit A, French Prairie Bridge, Scope of Work (including Site Map 1 and 2).

3. A personal services contractor, hereinafter referred to as "Consultant," will be selected by Agency, pursuant to the process established by ORS 279.125 and Oregon Administrative Rule 137-048-0260, to perform the Project. It is the intent of the Parties that State will enter into a personal services contract directly with Consultant and Agency will manage and direct the consultant's work in accordance with this Agreement.
4. The Project will be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. The total Project cost for the Planning Phase is estimated at \$1,393,000, which is subject to change. STP urban funds for this Project will be limited to \$1,393,000. The Project will be financed with STP urban funds at the maximum allowable federal participating amount, with Agency providing any non-participating costs, including all costs in excess of the available federal funds.
5. The federal funding for this Project is contingent upon approval by the Federal Highway Administration (FHWA). Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.
6. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
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 or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

## **AGENCY OBLIGATIONS**

1. Agency shall be responsible for the performance of its share of the work described in Exhibit A.
2. Agency shall keep accurate cost accounting records. Agency invoices will be in a form identifying the Project, the Agreement number, the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall STP Urban Funds for this Project exceed \$1,393,000, including all expenses. Travel expenses shall be reimbursed to Agency in accordance with the current State of Oregon Department of Administrative Services' rates. The Project will be financed with STP Urban Funds at the maximum allowable federal participating amount with Agency providing any non-participating costs, including all costs in excess of the available federal funds.

3. Agency shall not transfer ownership or maintenance responsibilities of French Prairie Bridge from Boones Ferry Road to Butteville Road to another public agency without prior notification of such transfer, as mentioned in State Obligations No. 6.
4. Agency 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.
5. Agency 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.
6. All employers, including Agency, 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.
7. Agency 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.
8. Agency certifies and represents that the individual(s) signing this Agreement has been authorized 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.
9. Agency's Project Manager for this Project is Zachary J. Weigel, Civil Engineer, City of Wilsonville, 29799 SW Town Center Loop E, Wilsonville, OR 97070, (503) 570-1565 Weigel@ci.wilsonville.or.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 shall be responsible for obtaining FHWA approval to obligate the Urban STP funds for this Project.
2. Upon approval by FHWA, State shall send a Notice to Proceed (NTP) to Agency.
3. State shall be responsible for the performance of its share of the work described in Exhibit A as a Project expense chargeable against the Project.
4. In consideration for the services performed, and upon receipt of the Consultant's monthly reimbursement requests, along with invoices and supporting documentation, that were approved by Agency for services performed by Consultant for eligible costs, State shall review for approval and make payment to Consultant for eligible costs. Said payment shall be within forty-five (45) days of receipt by State of the Project invoices and shall not exceed a maximum amount of \$1,393,000. Said maximum amount shall include reimbursement for all expenses, including travel expenses. Travel expenses shall be reimbursed to Consultant in accordance with the current State of Oregon Department of Administrative Services (DAS) rates.
5. In consideration for the services performed, State agrees to pay Agency within forty-five (45) days of receipt by State of the Project invoice a maximum amount of \$1,393,000. Said maximum amount shall include reimbursement for all expenses, including travel expenses.
6. State has no monetary obligation under this Agreement other than in its role as a "pass-through agency" to distribute Urban STP funds for the Project outlined in Exhibit A.
7. State will be notified by Agency prior to any transfer of ownership or maintenance responsibility of the French Prairie Bridge from Boones Ferry Road to Butteville Road to another public agency, as mentioned in Agency Obligations No 3.
8. State will enter into a personal services contract directly with Consultant and State will ensure the contract outlines the Consultant's responsibilities with regards to the Agency so that Agency can perform its obligations under this Agreement, and it will include language that the Agency will manage and direct the Consultant's work in accordance with this Agreement.
9. State will ensure that the Consultant contract states that the Consultant will submit invoices and required supportive documentation regarding specific tasks and the

progress on said tasks as shown in Exhibit A (i.e. monthly progress statement) for 100 percent of actual eligible costs incurred by Consultant on behalf of the Project directly to the Agency and State. Invoices and required supportive documentation shall be presented for period of not less than one (1) month duration, based on actual eligible expenses incurred. Invoices shall display 100 percent of total eligible expenses incurred during the period of the invoice, and identify any matching amounts if applicable. Invoices shall also display a categorical breakdown of costs, such as personnel costs (salary and benefits), other direct charges, and indirect charges that are appropriate for this Project. Eligible project expenses are those deemed allowable by Office of Management and Budget (OMB) Circular A-87.

10. In the event the invoice is not approved, State shall request corrective action be taken by the Consultant and accomplished prior to approval of the invoice. The invoice shall be resubmitted with documentation supporting completion of the corrective action.
11. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
12. State's Project Manager for this Project is David Arena, Local Agency Liaison, Oregon Department of Transportation, 123 NW Flanders Street, Portland, OR 97209 (503) 731- 8276, david.arena@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 mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement and as further outlined in Exhibit A, within the time specified herein or any extension thereof.
  - b. If Agency 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 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.
    - d. 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.

Agency/State  
Agreement No. 30,118

**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 2012-2015 Statewide Transportation Improvement Program, (Key #17264) that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

**SIGNATURE PAGE TO FOLLOW**

Agency/State  
Agreement No. 30,118

**CITY OF WILSONVILLE**, by and through  
its elected officials

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By \_\_\_\_\_  
Recorder

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

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

Date \_\_\_\_\_

**Agency Contact:**

Zachary J. Weigel, Civil Engineer  
City of Wilsonville  
29799 SW Town Center Loop E  
Wilsonville, OR 97070  
(503) 570-1565  
Weigel@ci.wilsonville.or.us

**State Contact:**

David Arena, Local Agency Liaison  
Oregon Department of Transportation  
123 NW Flanders Street  
Portland, OR 97209  
(503) 731-8276  
David.arena@odot.state.or.us

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

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

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

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 Project Services Manager

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

## EXHIBIT A

### French Prairie Bridge Scope of Work

#### Project Purpose

This is a local federal aid project to determine the final location and alignment and prepare preliminary construction documents and environmental documentation for the French Prairie Bridge, a bike and pedestrian bridge over the Willamette River in Wilsonville, Oregon.

#### Project Focus

- i. Engage public participation in the bridge location, alignment, and design selection process through the formation of a Public Advisory Committee and development of a Brand Messaging and Public Involvement Plan. Specifically, develop unique public outreach activities to engage elderly and disabled populations within the area.
- ii. Determine final bridge location, alignment, size, and type.
- iii. Write project prospectus, including selection of NEPA approach.
- iv. Provide Design Acceptance Package (DAP), including 30% construction documents and cost estimates for the selected bridge design.
- v. Provide environmental documentation and permits based on the DAP in preparation for future Advance Design work.

#### Budget Table

<b>Project Task Description</b>	<b>Budget</b>
1 – Project Kickoff	\$20,000
2 – Project Management	\$180,000
3 – Public Involvement	\$150,000
4 – Alternatives Analysis	\$130,000
5 – Bridge Type Selection	\$90,000
6 – Funding Alternatives	\$20,000
7 – 30% Construction Documents	\$440,000
8 – Environmental Documentation & Permits	\$340,000
<b>Sub-Total</b>	<b>\$1,370,000</b>
Contingency Sub-Tasks	\$137,000
<b>Total</b>	<b>\$1,510,000</b>

Schedule Table

<b>Project Task Description</b>	<b>Completion Time</b> <b>(From Notice to Proceed)</b>
1 – Project Kickoff	1 month
2 – Project Management	24 months
3 – Public Involvement	21 months
4 – Alternatives Analysis	9 months
5 – Bridge Type Selection	12 months
6 – Funding Alternatives	12 months
7 – 30% Construction Documents	18 months
8 – Environmental Documentation & Permits	24 months

Work: Roles & Responsibilities

City will perform a portion of the task work associated Tasks 1-3 following as well as provide general project owner oversight of all task work contained in this scope exhibit . State (ODOT) will perform FHWA/ODOT Stewardship Agreement oversight responsibilities for all task work contained in this scope exhibit including but not limited to public involvement, design, NEPA, permitting, utilities, right of way, and alternative selection. State will review all draft and final deliverable documentation. ODOT will coordinate with resource agencies on behalf of the project and will assist with City project permitting as necessary. Consultant will coordinate with State (ODOT) on project designs and concepts to ensure the avoidance and minimization of natural resources as required by Local, State, and Federal environmental regulations. Consultant will perform project management and technical work associated with all tasks and will prepare all necessary project deliverables.

Pre-Contract Activity: Refine Scope of Work

During fee negotiation with the selected consultant and prior to final execution of consultant contract, the City, State, and consultant shall meet and discuss desired project outcomes and refine scope of work, including the following:

- Review project time-line.
- Determine project milestones.
- Refine project deliverables.
- Discuss roles of the City, ODOT, and consultants.
- Establish lines of communication, decision making, and internal review process.
- Review preliminary work and data collected by the City, including maps, reports, contact information, and past plans and studies.

Scope of Work Outline

Task 1 – Project Kickoff

- i. Prepare a Purpose / Needs Statement: Draft purpose and needs statements explaining purpose and goals of the project to provide guidance/direction for City Council and Committees throughout each phase of the project.

- ii. Schedule: Prepare a detailed project schedule, including scheduling for each task.

#### Task 2 – Project Management

- i. Administration: Supervise and coordinate project work, maintain files and records, monitor work tasks, budgets, and schedule, prepare invoices, provide exhibits, maps and figures as needed.
- ii. Identify Project Management Team : Assist City staff in formation of Project Management Team. (City Staff, ODOT, Consultants)
- iii. Develop Technical Advisory Committee: Assist City staff in formation of Technical Advisory Committee (Regional and Local Agency Stakeholders, Environmental Regulatory Agencies, Emergency Response Providers).
- iv. Develop Public Advisory Committee: Assist City staff in formation of Public Advisory Committee. Members with different project perspectives (Parks & Recreation Board, Neighborhood Organizations, Active Transportation Advocates, Business Groups, etc.)
- v. Meetings: Schedule, facilitate, produce agendas, meeting materials, minutes for all project meetings.
  - a. Kick-Off Meeting
  - b. Project Management Team Meetings
  - c. Technical Advisory Committee Meetings
  - d. Public Advisory Committee Meetings
  - e. Council Meetings
  - f. Public Open House (At Least 3)

#### Task 3 – Public Involvement

- i. Identify Key Stakeholders
- ii. Brand Messaging Package: Prepare a Brand Messaging Package that includes logos, images and language to be included on all project related materials that conveys a consistent message about the project goals and benefits and reinforces the project identity.
- iii. Public Involvement Plan: Prepare a Public Involvement Plan that includes strategies and desired outcomes for engaging key stakeholders and the public in the project. Specifically, address the unique outreach needs and opportunities of the elderly and disabled populations in the area. Includes outreach events, social media, news outlets, project website.
- iv. Outreach Materials & Media: Prepare all public involvement materials in coordination with City Staff, including postcards, news articles newsfeed, PowerPoint presentations, and informational displays. Develop and maintain a Project Website in coordination with City Staff for duration of the work.
- v. Public Open House: Determine number of public open houses. Schedule, attend, and prepare materials for public open houses. At a minimum, a public open house shall be held at the following milestones:
  - a. After location alternatives have been studied, but before final location selection.

- b. After bridge type and alignment has been studied, but before final bridge type and alignment selection.
- c. Prior to completion of the 30% construction documents.

#### Task 4 - Alternatives Analysis

- i. Identify Bridge Locations for Alternatives Analysis: Select two potential bridge sites with up to two alignment options for each location for performance of alternatives analysis.
  - a. Site #1: Charbonneau Connection, east of Boones Bridge, with connection to French Prairie Drive.
  - b. Site #2: Boones Ferry Connection, west of Boones Bridge near south end of Boones Ferry Road.
- ii. Surveying & Mapping:
  - a. Obtain digital aerial mapping of the study sites. Each study site shall consist of a 500-foot wide corridor. Use to identify horizontal and vertical alignments, bridge length, property impacts, environmental and permitting requirements.
  - b. Provide property impacts map identifying property boundaries, right-of-ways and easements located within the corridor for each of the study sites. Include survey monuments, property ownership, tax lot information, and recorded surveys. Provide title reports for all non-City owned parcels.
- iii. Preliminary Geotechnical Investigation: Assess geotechnical conditions for bridge construction at each of the study sites. Research and review available historic geologic literature and geotechnical investigations performed in the area. Perform a visual inspection of each site. Identify potential geologic and geotechnical conditions that are anticipated to significantly impact the bridge design, including recommendations to avoid or minimize impacts.
- iv. Preliminary Traffic Impact Analysis: Assess bicycle and pedestrian traffic patterns for each of the study sites.
  - a. Document determination of the bridge design vehicle resulting from stakeholder discussions. The design vehicle selection shall take into account potential users of the bridge, specifically emergency vehicle usage. Design requirements will be related to width, turning dimensions/radii and weight/axle configuration.
  - b. Review City, County and Regional Transportation/Bike/Pedestrian plans for compliance of each of the study sites.
  - c. Conduct traffic forecasts for vehicle, bike, and pedestrians for no build and build at year of opening and no build and build at year of opening plus 20 years.
  - d. Identify anomalies and/or unrealistic patterns, impacts to all modes of transportation, and potential mitigation for each of the study sites and traffic forecast scenarios.
  - e. Identify public infrastructure improvements needed to support each bridge location.
- v. Preliminary Hydrology and Hydraulics Report: Obtain FEMA model and mapping to assess anticipated effects of a new bridge at each location. Qualitatively compare hydrology and hydraulics of the basin, including floodplain impacts, for each of the study sites to determine a general approach to achieving the No Rise certification.
- vi. Preliminary Wetlands Impact Assessment: Assess impacts to wetlands at each of the study sites. Review published references and perform a field inspection to determine the approximate

- location and extent of wetlands. Identify the potential for minimizing impacts and developing mitigation strategies for each of the study sites.
- vii. Environmental Baseline Report: Identify the Area of Potential Impact (API) for each site. Assess each site for natural resource and other environmental features within their respective API. Document existing conditions and features in an Environmental Baseline Report (EBR). Prepare a supporting graphic for each site identifying key features. Environmental elements to be addressed include:
    - a. Aquatic, vegetation and wildlife habitat and wetlands assessment based on published references and a one-day site visit covering each API. Identify type and approximate location of significant trees and vegetation, protected plant species. Describe wetlands and waters, threatened and endangered species, critical habitat and movement corridors, including potential effects to each aspect. , and non-native/noxious plant species.
    - b. Preliminary determination of Endangered Species Act (ESA) compliance documentation for present species: No Effect Memo (NEM), Programmatic or Individual.
    - c. ODFW, DSL & USCOE permits necessary for each site.
    - d. Hazardous materials database/desktop search.
    - e. Identify Section 4(f) and Section 6(f) resources.
    - f. Other permitting needs including Coast Guard, DEQ and Local Permits.
  - viii. Cultural Resources Baseline Report: Identify archaeological, cultural, and historical resources that may be located within each API. Summarize findings and identify the extent of additional fieldwork, research, and formal survey work that may be needed to meet federal and state requirements for the protection of significant cultural resources.
  - ix. Preliminary Access Layout: Prepare layouts of bridge access routes and preliminary design of bridge access and public infrastructure improvements needed to support bridge access at each study location. Develop a preferred horizontal and vertical alignment and bridge length for each site. Identify key access points, challenges, and preliminary construction costs.
  - x. Final Bridge Location Selection: Provide report and set of exhibits summarizing the alternatives investigation. Prepare a matrix comparing each of the study sites using the information obtained as part of the alternatives analysis. Include planning level bridge construction costs, including property acquisition acreages, for each site. Make recommendation for final bridge location and alignment.

#### Task 5 – Bridge Type Selection

- i. Determine bridge height to meet navigational, hydraulic and connection point requirements.
- ii. Conceptual Design: At the final selected bridge location, provide four conceptual design alternatives with cost estimates taking into account environmental constraints, FEMA floodplain/way encroachment limitations, navigational clearance requirements and right-of-way constraints.
  - a. Structures Design: At the final selected bridge location, investigate four alternatives for bridge, retaining wall, and other structures design, including assessment of bridge and wall type, span configuration, material types, foundation alternatives, and aesthetic treatments.



- b. Bridge Access Infrastructure: At the final selected bridge location, investigate four alternatives for design of connections between existing public infrastructure and bridge structure, including geometric design for bike, pedestrian, and emergency vehicle connections, lighting, stormwater control, architectural and landscaping treatments.
    - c. Summarize aesthetic considerations and options for key project elements.
- iii. Refine bridge type conceptual design and cost estimates for two alternatives based on feedback from the public, committees, and council.
- iv. Final Bridge Type Selection: Make final bridge type, size, and location recommendation and cost estimate based on funding analysis and input from public and committees. Summarize type selection process and decision in a Bridge Selection Report including cost estimates and exhibits depicting each alternative.

#### Task 6 – Funding Alternatives

Prepare an analysis of different funding options for design and construction completion of the final selected bridge type, size and location. Analysis should include available grant programs and funding sources from stakeholder groups.

#### Task 7 - 30% Construction Documents (Final selected bridge type, size and location only.)

- i. Topographic Survey: Perform topographic survey and create a Digital Terrain Model for the selected location. Data collection will include existing topography, built features, utilities, waters, wetlands, trees/vegetation. Trees larger than 6” in diameter shall be tagged with an identification number corresponding to identification number assigned on project documents. Retrace right-of-way to identify property impacts.
- ii. Geotechnical Investigation: Perform geotechnical field explorations, laboratory testing and engineering analysis and provide geotechnical recommendations for bridge foundations, retaining walls and pavement design. Number and location of borings will be dependent on final bridge type selection and related access structures.
- iii. River Hydraulics: Conduct a detailed hydraulics analysis and floodplain study for the selected location and alternative. Assess the hydraulic performance of the bridge structures. Obtain river cross-sections, update FEMA model, perform floodplain modeling, provide recommendations for meeting No-Rise certification and prepare a Hydraulic Report.
- iv. Hydrologic Analysis & Stormwater Management:
  - a. Assess the hydrologic conditions for the project area.
  - b. Determine appropriate stormwater management design for the project and impacts to basin hydrology.
  - c. Prepare a Stormwater Management Report documenting storm water facility sizing and design.
- v. Preliminary Traffic Design: Prepare 30% construction documents and cost estimates for striping, lighting and signing.

- vi. Preliminary Structures Design: Prepare 30% construction documents and cost estimates for bridge, retaining wall, and other structures.
- vii. Preliminary Access Design: Prepare 30% construction documents and cost estimates for non-structural bike, pedestrian, emergency vehicle connections from existing public infrastructure to bridge. Include improvements to existing infrastructure to support access to the bridge. Include preliminary architectural and landscape design.
- viii. Prepare Design Acceptance Package: Prepare DAP package for submission to ODOT, including 30% construction documents and cost estimates.
- ix. Prepare Project Prospectus: Prepare a project prospectus using 30% construction documents, environmental documentation and cost estimates for submission to ODOT.

Task 8 – Environmental Documentation & Permits (Final selected bridge type, size and location only.)

- i. Permit Strategy: Identify federal, state and local permits required for construction. Summarize in tabular format with pertinent requirements for each permit.
- ii. Wetland Delineation: Conduct wetland delineation within the project area. Prepare Wetland Delineation Report for submission to Oregon DSL.
- iii. *CONTINGENCY - Wetland Mitigation Plan: Prepare a wetland mitigation plan for submission to Oregon DSL and Army Corps of Engineers.*
- iv. *CONTINGENCY - Historic & Archaeological Determination of Eligibility & Finding of Effect: Perform DOE & FOE for any identified historic or archaeological resources, including documentation of, and/or mitigation for impacts.*
- v. Phase 1 Hazardous Material Corridor Assessment (HMCA): Identify potential and known sources of contamination within the API through field observations, environmental database information, historic land use, and other historical sources of data. Determine the extent of additional investigation, if needed.
- vi. *CONTINGENCY – Phase 2 HMCA report and testing: Conduct sampling and perform laboratory testing for anticipated contaminants. Identify the need for project specifications to address contaminants that will be encountered during construction.*
- vii. *CONTINGENCY – Section 4(f) Documentation: Prepare impact assessment and mitigation documentation if 4(f) resources are impacted.*
- viii. *CONTINGENCY – Section 6(f) Documentation: Prepare impact assessment and mitigation documentation if 6(f) resources are impacted.*
- ix. Endangered Species Act (ESA) Documentation: Prepare “No Effect” ESA Compliance Documentation for plants and wildlife species. Prepare SLOPES V or FAHP ESA Programmatic Compliance Document for aquatic species.
- x. *CONTINGENCY – Biological Assessment (BA): If ESA listed plants or wildlife are within the project API, prepare an individual BA for the affected species. If the project does not qualify for programmatic documentation through NMFS for aquatic species impacts, prepare an individual BA.*

- xi. ODFW Fish Passage Plan: Coordinate with ODFW and ensure project meets Oregon Fish Passage Law.
- xii. USCG Bridge Permit: Coordinate with the US Coast Guard. Prepare and submit a USCG Permit Application.
- xiii. DSL Easement Application: Prepare and submit easement application and easement descriptions to DSL.
- xiv. Local Land Use Permits: Complete and submit all applicable local land use permits. These may include, but are not limited to Willamette Greenway Conditional Use and Floodplain.
- xv. Joint Permit Application: Prepare Joint Permit Application for submission to Oregon DSL and Army Corps of Engineers.
- xvi. Permitting Review & Support: Include review time and revisions for the City, and other agencies with project approval authority for all environmental documentation and permits. Provide support during review and approval process, including responding to regulatory agency comments and making permit revisions as required.
- xvii. NEPA Categorical Exclusion Documentation: Complete and submit NEPA Class 2 Categorical Exclusion documentation for submittal to ODOT.

### Site #1 - Charbonneau Connection



### Site #2 - Boones Ferry Connection



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:

Agency/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   0   %**

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

**VII. LOBBYING**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

**FOR INQUIRY CONCERNING  
DEPARTMENT'S DBE**

PROGRAM REQUIREMENT  
CONTACT OFFICE OF CIVIL  
RIGHTS AT (503)986-4354.