

Oregon Small City Allotment Guidelines

Preface

The Program Implementation and Analysis Unit of the Oregon Department of Transportation (ODOT) manages the Oregon Small City Allotment (SCA) program. The Program is authorized by Oregon Revised Statute (ORS) 366.805 and governed by an agreement between ODOT and the League of Oregon Cities (LOC).

The Small City Allotment Program Guidelines set the framework to provide grants to small cities of with a population of 5,000 people or less.

These guidelines are intended to describe the parameters of the program, project selection processes, and roles and responsibilities. The intended audiences include: small cities, the Small City Advisory Committee, LOC and ODOT staff.

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Acronyms and Definitions

City or Cities:	Eligible cities of less than 5,000 population as of the latest census
IGA:	Intergovernmental Agreement between ODOT and the city
LOC:	League of Oregon Cities
ODOT:	Oregon Department of Transportation
PM:	The ODOT Small City Allotment Program manager
SCA:	Small City Allotment Program
TPM:	ODOT Transportation Project Manager

1. Purpose of the Guidelines

The purpose of this document is to define the standards by which the Small City Allotment (SCA) program will be administered, and to provide information and guidance to small cities, Oregon Department of Transportation (ODOT) Program Administrators and regional Transportation Project Managers, in regards to project eligibility, selection criteria, stakeholder involvement, implementation, administration, invoicing and project close-out.

The goals of the document are to:

- Provide a reference product for the Program Manager to manage the program in a consistent manner
- Document eligibility requirements.
- Document the invoicing process, to delineate what is required from the City, ODOTs review, approval and payment process.
- Simplify the process of verifying information submitted by applicants.
- Document the project scoring and ranking criteria to ensure that it is applied consistently across the state.
- Provide transparency to how applications are reviewed and ranked, then funding distributed across Oregon.
- Define and communicate roles and responsibilities within ODOT, between the SCA Program Manager and Regional Transportation Project Managers in relation to administering this program.
- Communicate the program and process to applicants, so they can clearly understand application requirements, eligible activities and invoicing/project close-out requirements.

2. About the Small City Allotment Program

The Small City Allotment Program was established in 1947 by the Oregon Legislature under Oregon Revised Statute (ORS) 366.805. The statute appropriates money from the State Highway Fund to a separate account administered by ODOT. The current annual allocation is \$5 million, which is pulled from State Highway Funds appropriated to ODOT and cities. Funds are given to projects through an annual solicitation process. Only cities with a population of 5,000 people or less are eligible for funding. Projects must address an existing capacity or safety issue and not be on a state roadway. A Small City Advisory Committee reviews applications and makes recommendations to the ODOT director for final approval. Further direction for the Small City

Allotment Program is provided in an agreement between ODOT and the League of Oregon Cities (LOC) and specified in these guidelines.

3. Program Roles and Responsibilities

The SCA program is designed as pass-through funding to local jurisdictions via grants managed by ODOT. ODOT's role is to oversee an annual competitive project selection process among small cities. Cities must complete and submit applications to compete for funds. ODOT staff compiles applications received, reviews them against program eligibility requirements and evaluates proposals. ODOT then works with a Small City Advisory Committee, who recommends projects to the ODOT Director for final approval. Once projects are selected, ODOT executes grants with the local jurisdictions.

As mentioned above, there are four primary entities engaged in the SCA program, including: Small Cities, ODOT, LOC, and the Small Cities Advisory Committee. The roles and responsibilities of these entities are further described below.

3.1 Small Cities

Small cities of less than 5,000 population (as of the most recent census) may apply for SCA funds. Cities are responsible for identifying potential projects that are SCA eligible and submitting applications. Once a project is selected, the city receiving the funds is responsible for all project delivery aspects, and adherence to federal and state laws and requirements. The city must comply with all terms of the agreement and be consistent with the original project application/proposal.

Small city responsibilities include:

- Identify needs and projects eligible for SCA funding.
 - Reach out to the ODOT Regional Transportation Project Manager to clarify SCA program or project eligibility questions as needed.
- Obtain local approvals necessary to apply for SCA funding.
- Submit complete, accurate SCA application to ODOT (SCA Program Manager)
 - Within the application, self-certify road conditions as true and correct to the best of their ability.
- If awarded project, review and execute the Intergovernmental Agreement (IGA), and return to ODOT (SCA Program Analyst). Request advance payment, if desired. Provide detailed project description and timeline for completion to ODOT (Regional Transportation Project Managers) for review prior to requesting advance payment. The city may request an advance payment to ODOT (Regional Transportation Project Managers) of up to 50% of the SCA award amount, or \$50,000, whichever is less.
- Assume all management and financial responsibility for all utility removal, relocation or replacement.
- Manage or perform the work as outlined in the IGA.
- Seek pre-approval of any project changes through an IGA amendment request to ODOT (Regional Transportation Project Managers) before completing any work not covered in the existing IGA.
- Ensure the work is consistent with all state and federal requirements that may arise, such as American's with Disabilities Act (ADA) compliance.

- Complete project construction within two (2) years of the date of the executed agreement.
- Certify to ODOT (Regional Transportation Project Managers), within 90 days of project completion, that the project has been constructed in substantial conformance with plans and specifications.
- Submit final invoice to ODOT (Regional Transportation Project Managers) within 90 days of project completion.

3.2 Oregon Department of Transportation (ODOT)

ODOT is responsible for administering the SCA program. ODOT runs a project selection process and develops grant agreements. The agency tracks the projects, pays on invoices, and ensures compliance with agreements.

ODOT responsibilities include:

- Set program guidance in consultation with the Small Cities Advisory Committee and LOC.
- Solicit for projects from small cities and review applications submitted.
- Verify project eligibility and evaluate/score applications.
- Share applications and evaluations with the Small Cities Advisory Committee for them to make project selection recommendations.
- Approve recommendations from the Committee and select projects (ODOT Director).
- Develop and execute Intergovernmental Agreements (IGAs) with awarded cities.
- Review and, as appropriate, approve requests for advance payments.
- Review requests for IGA amendments and, as appropriate, amend IGAs or cancel projects.
- Confirm project was constructed and completed per the agreement.
- Review invoices to ensure expenditures are reasonable and necessary for the project and issue payments.
- Track overall SCA spending and manage fund balances.

Many of these responsibilities are performed by different groups or positions in ODOT, which are detailed in Appendix A.

3.3 League of Oregon Cities (LOC)

The League of Oregon Cities (LOC) is a key partner in the SCA program, representing the collective interests and needs of small cities. ODOT consults with LOC on the administration of the SCA program and solidifies program direction in an agreement between the ODOT and LOC (Appendix B). Program direction in the agreement includes: project award limits, advanced payment options, number of projects allowed per city, and timeframes for agreement signatures and invoice submission. The specifics of these and other program parameters are described in the remaining sections of this Guidelines document.

ODOT also consults with LOC in appointing members to the Small City Advisory Committee.

3.4 Small City Advisory Committee

ORS 366.805 requires the Director of ODOT to establish the Small City Advisory Committee in consultation with LOC. The five member committee includes elected officials or city administrators from each of ODOT's regions.

The Small City Advisory Committee responsibilities, in accordance with the statute, are to:

- Review applications submitted by small cities and ODOT evaluations.
- Recommend applications for approval to the ODOT director or director's designee.

In addition, ODOT consults with the Advisory Committee on program parameters and changes to the LOC agreement, as well as major program direction solidified in these guidelines, such as the project selection processes, the application, funding distribution formula and more.

4. Application Development and Submission

Each year, small cities across Oregon are awarded up to \$100,000 in grants, totaling approximately \$5 million. Projects are awarded through a competitive application process. A quick reference on application requirements, timing, and eligibility requirements is shown in the table below.

SCA Application Must-Knows

Available Funds	\$ 5,000,000
Maximum Award per City/Project	\$ 100,000
Eligible Entities	Cities with a population of 5,000 people or less
Eligible Streets	City or County street within the City limit
Eligible Projects	Must address an existing <i>capacity</i> or <i>safety</i> issue on a public road
Application Submission Timeframe	June 1 st to July 31 st
Number of Applications Accepted	One per City

4.1 Eligible Entities

Eligible applicants are established under ORS 366.805 and include incorporated cities with a population of 5,000 persons or fewer. Data is used from the Portland State University Population Center to verify population size. Unincorporated communities are not eligible to participate in the program.

Each city that meets this requirement may apply for a project (reimbursable up to \$100 thousand in SCA funds) each year. A city may only have two active projects at any one time. Cities who have two open/ongoing projects will not be eligible to compete for a third project and shall not submit an application. However if the City is reasonably sure that they will complete any existing project to stay within the two project limitation they may apply for an additional project.

4.2 Eligible Projects

An application must be for a project that meets the eligibility requirements of the State Highway Fund. Article IX, section 3a limits the use of the State Highway Fund to the "construction, reconstruction, improvement,

repair, maintenance, operation and use of public highways, roads, streets and roadside rest areas in this state”.

A project can be on a County Road or a City Street within the City limit, but not on a State Highway.

In addition the project must meet the specific eligibility requirements of the SCA program (ORS 366.805), which states that money must be used upon streets “that are inadequate for the capacity the streets serve or are in a condition detrimental to safety”. For the purposes of the SCA program, “capacity” and “safety” are defined as follows:

Capacity projects address issues that increase the efficiency of vehicle or person throughput. Examples include: redesigning or reconfiguring a roadway to accommodate a higher volume of vehicles; repaving, sealing, resurfacing, or otherwise improving roadway conditions that impact traffic flow; paving a dirt or gravel road to an existing development/populated area; or adding walkways or bikeways where none exist. Capacity projects would *not* include paving a dirt or gravel road to a future or planned development.

Safety projects address a safety issue or concern. Examples include: adding turn lanes, crosswalks, or other safety countermeasures to roadways where a crash or near miss has occurred; improving gravel/dirt roads or pavements that are in poor or severe condition and present a hazard to the traveling public; or adding walkways or bikeways where none exist.

The City may apply on a project that meets one or both of these requirements and represents the most urgent need for the City. All SCA projects must be able to be completed within two years.

Requests for SCA funding may be for stand-alone projects, or to leverage a larger project.

Stand-alone project – is fully funded through SCA and may include one or more locations or types of work. Cities may choose to bundle efforts into a single project for efficiency and cost savings. An example of a bundled project is a City applying for funds to repave Center Street add sidewalks and also address potholes on Front Avenue at the same time. The locations and work varies but are bundled into a single application/project.

Leveraging a larger project – occurs when SCA funds are blended with other funding sources to form a larger project. SCA funds are limited to the \$100,000 limit. Projects anticipated to cost more should use other sources of funding to leverage SCA dollars.

When seeking leverage funding the City cannot apply for SCA dollars contingent upon the award of other funds – other funds must already be secured.

For example, a City may apply for SCA funds to match/leverage a Safe Routes to School project. The SCA application is only eligible when Safe Routes to School program funding has already been awarded to the project. If the City wishes to apply for SCA funds before Safe Routes to School projects are selected, the SCA application must be able to stand alone (i.e. the SCA application should be scoped to address a small portion of the desired larger project). If Safe Routes to School program funds are later awarded the SCA dollars can be used to leverage the larger project. Note that even if SCA funds are being used to leverage a larger project, the SCA funds must still only be used for SCA eligible activities.

Cities may not receive funding for the same project multiple years – meaning that if the City knows that the total project cost is \$200,000 they cannot receive two consecutive SCA awards. A City may, however, phase a project so that the SCA application is for a distinct location one year, and a connected but separate location the following year, recognizing that funding may not be awarded in the following year.

4.3 Applying for Funding

In May of each year, the SCA Program Manager will send out an announcement to eligible cities. The announcement will explain the program, provide application milestones, deadlines, and eligibility requirements. These guidelines will be updated each year and a link to them provided in the announcement.

More about what is required on the application and submission process is provided below.

4.3.1 Filling out an Application

To compete for SCA funding a City must complete and submit an application. A City may resubmit the same application the following year if they did not receive funding. Each City may submit only one application.

Applications can be found online at <https://www.oregon.gov/ODOT/LocalGov/Documents/2020-SCA-Application.pdf>, and in Appendix C.

The type of information required on the application includes:

- Contact information.
- Amount requested.
- Project location(s).
- Description of project
 - Paragraph describing the *need* for the project in relation to an existing capacity or safety issue.
 - Paragraph describing how the project will address the need.
- Project attributes (completing a checklist on type of work to be performed).
- Traffic volumes in project area (low, medium, or high).
- Self-evaluation of roadway conditions, as applicable for
 - gravel roads,
 - paved roads, and/or
 - multimodal facilities (walkways or bikeways) .
- Name and signature of person authorized to submit the application on behalf of the City.

The city may include optional items when submitting the application that may help in the evaluation. These can include:

- Photos of the proposed project site(s) showing roadway conditions.
- Map of the project site with project boundaries clearly marked (internet satellite map/photo or drone photo with hand-written notes is acceptable)

Cities should direct any questions about the application to the regional Transportation Project Manager or to the SCA Program Manager.

4.3.2 Submitting an Application

Completed applications must be sent to the SCA email address at: smallcityallotments@odot.state.or.us. Cities are also encouraged to copy their Regional Transportation Project Manager. Applications must be submitted between 12:01 a.m. on June 1st and 11:59 p.m. on July 31st of each calendar year to be considered for funding in the next calendar year cycle of awards.

For example, an application submitted in June 2020 would, if selected, be awarded SCA funding for calendar year 2021.

5. Application Review and Project Selection

SCA projects are selected based on need and the ODOT region in which the application was submitted. ORS 366.805 requires that SCA funds be fairly distributed based on the size of the cities in the region and total number of cities in the region. ODOT uses a funding formula that includes this information as well as the number of applications submitted per region, which serves as a proxy to determine the need.

In summary, the funding formula consists of the average of the following three factors:

- Percentage of total population by region for all cities under 5,000 population, and
- Percentage of total number of eligible cities by region, and
- The percentage of applications within each region compared to all eligible cities within the state as a whole.

The formula is used to identify an allocation or cap for each region and then projects are selected based on need within the region. Need is determined through a scoring process, site visits, and Advisory Committee discussions.

Overall the SCA project selection involves a five step application review process:

1. Initial Application Review – screen for eligibility.
2. Application Scoring – score and rate applications per region.
3. Project Evaluation – assess top rated projects on-the-ground and conduct site visits as needed.
4. Advisory Committee Recommendation – review applications and ratings then recommend projects.
5. Final Project Selection – considering recommendations, ODOT Director selects projects.

Each step is detailed briefly below. Recommendations from the final step are submitted to the ODOT Director, who makes final project selection determinations.

5.1 Initial Application Review

Starting August 1st each year the ODOT SCA Program Manager and Program Analyst will conduct the initial review of project applications to determine if the project meets the eligibility requirements for the SCA program, and costs appear reasonable.

If a project does not pass this initial review, the SCA Program Manager will return the application to the City, detailing the reason for rejection.

5.2 Application Scoring

All eligible applications are scored. Scores are based on information Cities provide in their applications. Condition ratings (fair, poor, and severe) that the City provides are assigned a numerical value and a total score is determined. The scoring matrix used for initial evaluation can be found in Appendix D.

The total score will be used to rank the projects in order to draw a cut line of 150% of available SCA funds for each region. Projects within the 150% list will be further evaluated. The SCA Program Manager will send each TPM their region's 150% list of projects by September 1st for further evaluation.

5.3 Project Evaluation

Projects will be further evaluated that are within the 150% fund list for each region. The intent of the evaluation is to confirm the condition ratings the City indicated on their application, gather additional condition data as needed, and talk with the City if there are any questions. Each region's ODOT TPM will be in-charge of the project evaluation. The TPM will conduct on-site project reviews, if necessary, after reviewing the application and any supporting materials. Evaluations, including individual scoresheets (Appendix F) and ranked regional project score, based on the detailed criteria are due to the ODOT Program Manager by October 1st.

5.4 Advisory Committee Recommendation

The ODOT Program Manager will provide applications, and evaluation information to the Small Cities Advisory Committee. The Advisory Committee will meet in mid-October and review application rankings and make project selection recommendations. Project selection recommendations are sent to the ODOT Director for final approval.

5.5 Final Project Selection

The ODOT Director or designee will approve the final list of projects. Once approved, the ODOT SCA Program Manager or Analyst will notify each City awarded a project, other applicants whose projects were not selected, and LOC. Notifications will go out in early November. ODOT TPMs will be copied on emails to Cities in their region.

6. Project Agreement

The ODOT SCA Program Manager or Analyst will notify cities by email (Notice of Award) in early November whether or not their project was selected for funding. For those awarded funding, the email will contain a Contact Information Form that the city is required to complete and return. This form should identify the person with authority to sign the Intergovernmental Agreement (IGA), the person who will be managing the project, as well as a subsequent City contact that can typically be reached by phone or email.

These people will be contacted to develop the IGA, and will be the points of contact for any amendments needed.

6.1 IGA Development and Execution

ODOT has a master IGA template for SCA agreements. The project name, general location, amount, and scope descriptions vary between agreements. ODOT inputs this data into the IGA based on information the City provides in their application. Cities are responsible for complying with the contract language, including state and federal laws. All IGAs will contain language on the Cities obligations to meet the American's with Disabilities Act (ADA), and the ADA language will differ slightly depending on the type and location of the project. A copy of the IGA template can be found in Appendix H.

IGAs will be sent to each City by late November or early December. Agreements will be emailed for signature, requesting the signed signature pages be returned via email. Cities have 90 days after receipt of the IGA to sign and return, or risk project cancellation.

The City signs the agreement first and then ODOT headquarters. The date of this final signature represents the official project start date, referred to as the *date of execution*. The Program Analyst will send a copy of the executed agreement to the city via email signifying the project is ready to commence.

Expenses incurred prior to the date of execution are not eligible for reimbursement.

6.2 IGA Amendment

Once an IGA has been executed the work performed must match the agreement in order to be paid. If a minor change in the scope of work is needed, an amendment must be proposed and executed prior to work being performed. Because projects are selected using a competitive process and scoring based on roadway conditions, only minor amendments will be allowed. Minor amendments may include but are not limited to: increasing the project area based on cost savings, minor reduction of work due to cost escalation, adding an unforeseen project element such as drainage. Major amendments are not allowed, such as: changing the type of work performed (e.g. switching from adding walkways to a road re-paving project), changing the location to a totally different street/part of town, or reducing scope by dropping major elements of work.

Cities shall submit amendment requests to the ODOT TPM who will forward the request and their recommendation to the SCA Program Manager. The SCA Program Analyst will review the amendment request for eligibility and advise the TPM whether the change will be approved. Upon approval, the SCA Program Analyst will update the IGA to incorporate the Amendment. The revised IGA will be sent to the City for signature. Once signed, the City sends to the ODOT SCA Program Analyst for signature and the amendment will be executed.

No work related to the amendment can be performed until the amendment is executed.

6.3 Project Cancellation

If a City finds it can no longer perform the project, the city may not change the scope of work to perform a different project. Instead, the city should withdraw the project, and funds will be added to the SCA program for the next cycle. If a project is expected to be cancelled, cancellation shall be done in accordance with the IGA.

The City shall not be penalized for canceling a project in good faith, and the City will be able to apply for SCA projects in the next cycle. Any advanced funds must be returned within 90 days of project cancellation.

7. Eligible Expenses and Project Payments

Cities must have an active Vendor Identification (ID) before they are eligible to receive reimbursements. Vendor IDs expire after 36 months of inactivity. To establish a new Vendor ID or reactivate an existing one the City is required to submit a current W-9 form by fax. ODOT will send the fax number and form when the City is awarded a project and found not to have a valid Vendor ID. It is not secure to send a completed W-9 form by email.

Invoices should be submitted to the ODOT TPM. The TPM will review invoice and recommends to the SCA Program Manager that it be paid.

Cities are paid for project expenses through advance payment and/or reimbursement when the project is complete. Information on eligible expenses, advance payments, and final payments is provided below.

7.1 Eligible Expenses

SCA funds are to be used for construction and capital expenditures, not operations. Eligible project costs generally include the actual costs expended that are reasonable, necessary and directly related to the project. The table below provides some examples of eligible and ineligible expenditures.

Examples of Eligible and Ineligible SCA Expenditures

SCA Eligible	SCA Ineligible
Capital construction costs	Right of Way purchases
Roadway resurfacing	Utility Relocation
Pothole Repair	Training and Conferences
Slurry seal/chip seal	Lease payments
Sidewalk construction/repair	Ongoing operations
Roadway drainage, grate repair	Disposable items, or those that can be depleted
Roadway reconfiguration / restriping	Moving costs
Preliminary Engineering	Personal Services
	Office supplies/furnishings
	Travel expenses
	Equipment or materials that could be used for work beyond the project

Cities are responsible to ensure that expenditures are reasonable and necessary to deliver their project. If a City is unsure of whether a cost is eligible to be reimbursed, they should contact their ODOT TPM with specific questions.

7.2 Advance Payment

Once the agreement has been executed the City may request an advance payment of up to half of the award amount. The City sends the request for advance payment to their TPM along with a detailed project description and timeline. The TPM recommends approval to the SCA Program Manager, who processes the request.

7.3 Final Payment

If the City receives an advance payment, the other half of expenditures is reimbursed upon project completion. For Cities who do not request an advance payment, all project expenditures are reimbursed at the

end of the project. SCA is a reimbursement program, meaning Cities must pay their project expenses prior to requesting payment from ODOT. ODOT will request proof of payment.

Grant recipients are required to keep documentation of all Project costs. Expenses incurred on or after the agreement execution date (the date of the last signature on the agreement) are eligible for reimbursement.

Reimbursement Requests must be submitted to the regional Transportation Project Manager on City letterhead and contain the following information:

- Project name
- Agreement number
- Agreement execution date
- Invoice date
- Invoice period
- Total amount requested
- Narrative of services/work performed or itemized receipt(s)
- Date(s) work completed
- SCA advance amount, if applicable
- Reimbursement amount requested.

A sample Reimbursement Request form is included in Appendix G of this report.

It should be noted that if the City intends to bid SCA project work with additional work to be paid by a separate funding source, then the SCA work should be differentiated. Under no circumstance should the SCA expenses be intermingled with non-SCA expenses on the invoice.

7.4 Project Acceptance

Within 90 days of project completion the City shall submit a Certificate of Completion and the final invoice to the assigned ODOT TPM.

Upon final project review the TPM shall complete the Project Acceptance form, documenting how the project meets the terms of the agreement. The TPM is responsible to obtain the appropriate City Representative's signature on the Project Acceptance Form.

The TPM will review the final invoice to ensure it meets the requirements outlined in the invoicing and reimbursement section of these guidelines. The TPM will work with the City to correct any errors or to obtain missing documentation as necessary. After approving the invoice, the TPM will forward the completed Project Acceptance form and the final invoice documentation to the SCA Program Manager.

Upon receipt of the completed Project Acceptance Form and Final Invoice the SCA Program Analyst will code the invoice and compile the payment documentation, forwarding to Financial Services for payment to the city.

Appendix A: Detailed ODOT Roles and Responsibilities

There are many different groups and people in ODOT involved in the SCA program. Those most directly involved are listed below.

SCA Program Manager

The SCA Program Manager is housed in the ODOT Program Implementation and Analysis Unit as part of ODOT headquarters. The Program Manager is responsible for the overall management of the SCA program. Decisions on program policy and guidance rest with the Program Manager based on feedback from the Small Cities Advisory Committee and in consultation with LOC.

The SCA program manager responsibilities include:

- Working directly with LOC and the Advisory Committee on:
 - Policies and procedures,
 - Application review and rankings, and
 - Funding allocations formula.
- Establishing and updating program guidelines (this document), and making the document available to the public online.
- Contacting small cities directly on project solicitation, awards, and agreements, copying TPMs on correspondence.
- Providing final review of invoices and recommends payment to Unit Manager.
- Establishing project evaluation criteria, completion timelines and invoicing requirements.
- Providing annual reports on expenditures to assure that funds are allocated and expended according to the requirements of the program.

SCA Program Analyst

The SCA Program Analyst is also housed in ODOT's Program Implementation and Analysis Unit and assists the Program Manager in managing the SCA program.

The duties of the Program Analyst are at a more technical level than the Program Manager and include:

- Compiling SCA applications from small cities.
- Working with ODOT Grant Writer to coordinate any IGA changes.
- Determining application eligibility against SCA funding requirements.
- Scoring applications to determine 150% percent fund list.
- Working with TPMs on on-site reviews as needed and evaluations of 150% list and synthesizing results.
- Running the SCA allocation formula to determine funding distribution between each region.
- Collecting blocks of IGA numbers from Oregon Procurement Office.

- Developing Mail-Merge spreadsheet to fill in blanks on the IGA.
- Working with ODOT agreement writing staff to develop IGAs with small cities.
- Distributing IGAs to small cities for review and signature, and receive back from cities.
- Working with Transportation Project Managers.
- Saving IGAS as pdfs for future records.
- Entering the new projects into the Project Tracking database which will include the following information:

Award Year	City
Project Name	Grant Award Amount
Advancement Amount	Difference between Grant Amount and Advancement
IGA number	IGA Expiration Date
Payment Date(s)	Comment Field
EA Number	Vendor Number

- Working with Financial Services Group to develop Expense Accounts for projects.
- Receiving advance payment requests recommended by ODOT TPM, reviewing and processing for payment, as appropriate.
- Receiving and reviewing scope change request from ODOT TPM and with ODOT agreement writing staff, amending the IGA as appropriate.
- Receiving final invoice and project acceptance from ODOT TPM, review and process for payment.
- Maintaining the SCA project database, tracking applications, active and completed projects for a minimum of 10 years.

Upon receipt of the completed project acceptance form and Final Invoice, the SCA Program Analyst will code the invoice and compile payment documentation to submit to the units Key Contact person to enter into TEAMS to initiate payment. Steps to be taken include:

- ✓ Verify the City has an active Vendor I.D.
- ✓ Verify whether or not the City received an advance payment via Audit Trail.
- ✓ Verify when the IGA was executed and the Award Amount.
- ✓ Review invoice documentation
 - Does it reflect the correct IGA number?
 - Does it include project start and end dates?
 - Do the invoices support that expenses were incurred after the IGA execution date?
 - Are all the itemized expenses eligible under SCA guidelines?
- ✓ Complete the ODOT SCA Grant Agreement Final Payment Request form.
- ✓ Obtain the appropriate signatures on the Payment Request form (Program Manager & Section Manager with appropriate signature authority (depends on the amount of the payment)).
- ✓ Scan signed Payment Request form and supporting docs and save to the Project Folder on the 6610 drive.
- ✓ Submit the Final Payment Request form along the supporting documentation to the unit's Key Contact person.

- ✓ Note in the Small City Allotment Work Book that payment was submitted to Key Contact.
- ✓ Notify the City and the appropriate TPM that the payment has been submitted for processing.
- ✓ Verify the final payment was released by reviewing the Financial Audit Trail Inquiry.
- ✓ Update the SCA Work Book to reflect the date the payment was released and the previous comment indicating the date the payment request was submitted to the Key Contact for TEAMS entry will be deleted.
- ✓ Thirty days after confirmation that the payment was released, request closing the EA to the Program and Funding Services Manager.
- ✓ Once the request to close the EA has been submitted; enter a note into the SCA Work Book indicating that the project has been closed.
- ✓ Notify the TPM and City that the payment is now being processed, and may take several weeks at this point.
- ✓ The Project Manager will check once a week on payment processing using the Financial Audit Trail Inquiry: <http://highway.intranet.odot.state.or.us/cf/fs/tai/>
- ✓ Once the payment is shown as complete in the Financial Audit Trail Inquiry, update the SCA Spreadsheet indicating the project is complete.

Transportation Project Manager (TPM)

ODOT TPMs, also known as Project Managers, are region staff that support cities and are the on-the-ground resource for the SCA Program Manager. The TPMs primary responsibilities include: helping cities with application questions, working on IGA amendment requests, and reviewing detailed project descriptions, timelines, and construction invoices when recommending approval of city payment requests.

The TPM will:

- Provide feedback and recommendations on the SCA Program to the SCA Program Manager; including but not limited to: application development, competitive process and program implementation.
- Promote SCA funding availability to eligible cities within their region.
- Serve as the primary point of contact for the cities within their region to:
 - Provide guidance regarding application development and project implementation.
 - Conduct on-site reviews as needed, and when necessary meet with City officials to discuss the proposed project or project amendments.
 - Receive and review advance payment requests and detailed project descriptions and timelines. Make recommendation for approval of advance payment to ODOT SCA Program Analyst.
 - Receive and review IGA amendment requests and make recommendation for approval of amendment to ODOT SCA Program Analyst.
- Monitor progress and project completion; including final project review, provide close-out recommendations and recommend approval of final payment to ODOT SCA Program Analyst.

Appendix B: League of Oregon Cities/ODOT Agreement

OREGON DEPARTMENT OF TRANSPORTATION

IN COOPERATION WITH THE LEAGUE OF OREGON CITIES

SMALL CITY ALLOTMENT PROGRAM GUIDELINES AND WORKING AGREEMENT FINAL DRAFT

THIS AGREEMENT (“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 “ODOT”; and the LEAGUE OF OREGON CITIES, acting by and through its Board of Directors, hereinafter referred to as “LOC,” both herein referred to individually or collectively as “Party” or “Parties.”

RECITALS

- I. 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.
- II. LOC was founded in 1925 and is formed by an intergovernmental agreement among all of Oregon’s 241 incorporated cities. Per ORS [190.030](#), and subject to the provisions of said intergovernmental agreement, LOC is vested with all the powers, rights and duties of its member cities and serves as the functional equivalent of a public body.
- III. Pursuant to ORS 366.800 and 366.805, ODOT shall annually allocate \$5,000,000 for the SCA Program. Within that total allocation, \$2,500,000 shall be withdrawn annually from the Appropriation of Highway funds specified in ORS 366.800, and \$2,500,000 shall be withdrawn annually from the State Highway Fund, as set forth in ORS 366.805.

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

I. Purpose

The purpose of this Agreement is to establish guidelines and working procedures for the administration of the Small City Allotment (SCA) Program, hereinafter referred to as the “SCA Program.”

II. Policy

ODOT shall cooperate with LOC to adopt procedures and guidelines for selecting, developing, financing, and constructing SCA projects in accordance with ORS 366.800 and ORS 366.805.

III. Organization

- A. ODOT's SCA Program Manager shall provide general administrative oversight for the SCA Program.
- B. Oregon cities are governed by city councils and are staffed to identify and develop local street improvement projects under the SCA Program and in cooperation with ODOT.
- C. In consultation with the LOC, the ODOT's Executive Director of Transportation (Director) established a small city advisory committee (Advisory Committee) with one representative of a small city in each of the five regions of this state, in accordance with ORS 366.805. Advisory Committee members are appointed for three year terms beginning on May 1st, with possibility of renewal.

IV. SCA Program Eligibility

- A. Cities of less than 5,000 in population ("Cities"), based on the latest available census data, are eligible to participate in the SCA Program.
- B. Eligible streets must not be part of the state highway system, and must be inadequate for the capacity they serve or are in an unsafe condition.
- C. Cities can have no more than two (2) active SCA projects at any time.

V. Small City Allotment Account and Project Administration

- A. Small City Allotment Account
 - 1. ODOT shall annually allocate \$5,000,000 for the SCA Program. Within that total allocation, \$2,500,000 shall be withdrawn annually from the Appropriation of Highway funds specified in ORS 366.800, and \$2,500,000 shall be withdrawn annually from the State Highway Fund, as set forth in ORS 366.805.
 - 2. SCA funds shall be placed in a separate account administered by ODOT.

B. Project Administration

1. ODOT shall enter into a separate agreement (Project Agreement) with each City approved to receive SCA funding. Each approved project shall receive a maximum allotment of \$100,000. Signed Project Agreements must be returned to ODOT 90 calendar days from request for signature.
2. Following execution of a Project Agreement, Cities may submit an advance payment request of half of the award amount up to \$50,000 to ODOT's regional Local Agency Liaison, who will recommend approval to ODOT's SCA Program Manager. In addition to the request, Cities shall also submit a detailed project description and timeline for completion.
3. As detailed in the Project Agreement, Cities shall repay the full amount of SCA funding awarded by ODOT if any SCA project is cancelled by the City, or if the City fails to comply with the terms of the Project Agreement.
4. Cities shall complete project construction within two (2) years of the execution date of the Project Agreement, unless the SCA Program Manager grants an extension.
5. Cities shall, upon project completion, certify to ODOT that projects have been constructed in substantial conformance with project description as stated in the application. Cities shall submit final invoices to ODOT's regional Local Agency Liaison for payment. Invoices shall include sufficient documentation to reflect total project costs. Final invoice must be submitted to ODOT within 90 calendar days from project completion.
6. ODOT's regional Local Agency Liaisons shall perform final project review. ODOT SCA Program Manager shall reimburse Cities upon Local Agency Liaison approval of final project review and based on sufficient invoice documentation.

VI. Project Application, Review, and Selection

- A. ODOT's SCA Program Manager shall distribute an advisory letter and project application instructions to eligible Cities prior to **June 1st** of each calendar year.
- B. Cities shall apply for SCA funding prior to **August 1st** of each calendar year for the following calendar year program.
- C. ODOT shall maintain a record of all Cities that submit SCA project applications.
- D. ODOT's regional Local Agency Liaisons shall conduct on-site project reviews as needed for each submitted application and, when necessary, meet with City officials to discuss a local project.
- E. ODOT's regional Local Agency Liaisons will prioritize and recommend those projects that

best meet eligibility requirements to the SCA Program Manager. Upon applying the distribution formula, based on the total number of SCA eligible cities, applications, and population, consistent with ORS 366.805, the SCA Program Manager will determine the number of projects to be awarded per region and compile a ranked list of the highest priority projects from each region to present to the Advisory Committee. The Advisory Committee shall review the rankings and applications and recommend applications for approval to the Director or Director's designee.

- F. Selected projects shall meet the criteria described in ORS 366.805 and this Agreement. Application review and project selection shall begin after **August 1st** of each calendar year.
- G. The SCA Program Manager will inform applicants of the action taken regarding requested projects.
- H. ODOT shall enter into Project Agreements with Cities approved for SCA funding by **December 31st** of each calendar year. These agreements shall be prepared by ODOT and shall describe the project and assign specific responsibilities.

VII. Preliminary Engineering

- A. Preliminary engineering shall be performed by Cities or their consultants and shall be included in the total project costs.
- B. Cities shall advertise for bids and award individual contracts, unless otherwise agreed upon by the Parties.

VIII. Right of Way

- A. Cities shall conduct all right of way activities in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35.
- B. Cities shall assume management and financial responsibility for the acquisition of all right of way. Right of way may be acquired by a City or by a consultant on behalf of a City at a City's' choice.

IX. Utilities, Construction Engineering, Maintenance and ADA

- A. City shall be responsible for management and funding of the adjustment, reconstruction, and relocation of utility installations, including all privately or publicly owned utility conduits, lines, poles, mains, pipes and all other facilities identified in the Project Agreement, if such relocation or reconstruction is required for project completion.

- B. City shall be responsible for construction engineering will include such activities in the total project cost as identified in the Project Agreement.
- C. City shall be responsible for management and funding of the ongoing maintenance of any SCA project following construction completion is identified in the Project Agreement.
- D. All projects must fully comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"). Specific requirements for compliance with ADA requirements and standards are identified in the Project Agreement.

X. General Provisions

- A. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate ten (10) calendar years following the date all required signatures are obtained, unless extended by an amendment.
- B. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
- C. ODOT may terminate this Agreement effective upon delivery of written notice to LOC, or at such later date as may be established by ODOT, under any of the following conditions:
 - 1. If LOC fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - 2. If LOC 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 ODOT fails to correct such failures within ten (10) days or such longer period as ODOT may authorize.
 - 3. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - 4. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.
- D. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- E. This Agreement shall terminate upon execution of a subsequent Small City agreement.
- F. Both Parties 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, both Parties

expressly agree 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.

- G. All employers, including both Parties, 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. Both Parties shall ensure that each of its contractors complies with these requirements.
- H. Both Parties acknowledge and agree that ODOT, 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 both Parties 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 the requesting Party.
- I. ODOT and LOC certify and represent that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of ODOT and LOC, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind ODOT and LOC.
- J. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or LOC 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.
- K. With respect to a Third Party Claim for which ODOT is jointly liable with LOC (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by LOC in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of LOC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of LOC 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. ODOT'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 ODOT had sole liability in the proceeding.
- L. With respect to a Third Party Claim for which LOC is jointly liable with ODOT (or would be if joined in the Third Party Claim), LOC shall contribute to the amount of expenses (including attorneys'

fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of LOC on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of LOC on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. LOC'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.

- M. 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.
- N. 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.
- O. This Agreement constitutes 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. Either party's failure to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

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

LEAGUE OF OREGON CITIES, by and through its Board of Directors

By _____

Print _____

Date _____

By _____

Print _____

Date _____

LEGAL REVIEW AS TO FORM (If required in LOC's process)

By _____

League of Oregon Cities Counsel

Date _____

LOC Contact:

Michael Cully, Executive Director
League of Oregon Cities
1201 Court St. NE, Suite 200
Salem, OR 97301

(503) 588-6550 mcully@orcities.org

STATE OF OREGON, by and through its Department of Transportation

By _____

Director

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Assistant Attorney General

Date _____

ODOT Contact:

Alan Thompson, Small City Allotment Program Manager

Oregon Department of Transportation
555 13th Street NE
Salem, OR 97301
(503) 986-7202
alan.l.thompson@odot.state.or.us

Appendix C: Application Template

2020 Small City Allotment Application

City of: _____ Date: _____

Address: _____

Name: _____ Phone: _____ Email: _____

SCA Funds Requested: \$ _____ Estimated Total Project Cost: \$ _____

Project Name: _____ Project Length (feet): _____

General Location(s)* (*identify the street names and general extent of project locations*):

Description of Need. For multiple streets, describe street in worst condition* (*describe how the project addresses existing capacity or safety issues*): -

Description of Project. For multiple streets, describe project for street in worst condition * (*describe the type of work that will be done and how it will address the need*):

***Attach any supplemental pages that can help highlight Location, Need, and Project Description), including site maps and any photos of project area.**

Project Attributes (*check all that apply*)

- Roadway Overlay Sidewalk(s): if yes, then N/S/E/W (circle all that apply)
 Slurry Seal Estimated Daily Sidewalk Foot/Bike Traffic _____
 Chip Seal Curb(s) Gutters: If Yes, then N/S/E/W (circle all that apply)
 Curb Ramp: if yes, then N / S / E / W (circle all that apply)
 Bike Lane(s): if yes, then N / S / E / W (circle all that apply)
 Storm Sewer: If yes, Storm Sewer is: New / Repair (Circle one)
 Bridge Repair: If yes, Bridge Name is: _____

Is funding to be used as match for an existing project? Yes / No (Circle One)

Source and amount of any additional (non-SCA) funds: _____

Project Location (check all that apply):

- City Street
- County Road
- Abuts / crosses / runs parallel / touches a State Highway (circle all that apply)

Conditions:

Please note: Applicant is self-certifying road conditions as true and correct to the best of their ability. Information provided will be reviewed and verified by ODOT.

Estimated Daily Traffic Volumes (select the location with the highest traffic volumes):

Motor Vehicle (cars, trucks and commercial vehicles) Traffic: (Circle One)

Low = Less than 500 vehicles Medium = 500-999 vehicles/day High = more than 1,000 vehicles/day

Gravel Road (if applicable to the project). If multiple streets, score street in worst condition

Gravel Road Condition		Fair	Poor	Severe
Scoring Key: SEVERE <i>(throughout the project area)</i> POOR <i>(some deterioration within the project area)</i> FAIR <i>(small segments within the project area)</i>	Potholes			
	Washboarding			
	Rutting (vehicle weight causing ruts in lanes)			
	Missing Aggregate/Gravel			
	Dusting (aggregate decomposing to smaller particles)			
	Other (Describe):			

Pavement (if applicable to the project). If multiple streets, score street in worst condition

Asphalt Road Condition		Fair	Poor	Severe
Scoring Key SEVERE (<i>throughout the project area</i>) POOR (<i>some deterioration within the project area</i>) FAIR (<i>small segments within the project area</i>)	Potholes			
	Cracking along the roadway (parallel)			
	Rutting where tires tracks are depressed			
	Cracking crossing (perpendicular) the roadway			
	Rough Pavement			
	Other (describe): _____ _____ _____			

Sidewalks / Bike Lanes (if applicable to the project; check all that apply):

Multi/Modal Road Condition		Fair	Poor	Severe/ Missing
Scoring Key SEVERE/MISSING (<i>throughout the project area</i>) POOR (<i>some deterioration within the project area</i>) FAIR (<i>small segments within the project area</i>)	Uneven sidewalk slabs			
	Sidewalk obstructed or missing sections			
	Cracked/broken sidewalk slabs			
	New curb ramps needed			Y / N
	New curbs/gutters needed			Y / N
	Bike lane missing on streets with high daily traffic			Y / N
	Sidewalk to connect to school, downtown, shopping or transit			Y / N
	Other (describe): _____ _____ _____			

Signature:

Printed Name

Authorized Signature

Email copy of this application to:
smallcityallotments@odot.state.or.us and copy
 the ODOT Transportation Project Manager for
 your region.

Or Mail (Postmarked July 31st or earlier) to:
 Alan Thompson, SCA Program Manager,
 ODOT, 555 13th Street NE
 Salem OR 97301

Appendix D: Initial Scoring Matrix

Priority Area	Categories	Sub-categories	sub-category from Application			Score	Notes on How to Score	
Match	Leverage need for larger project (grant, not local money)						(Maximum 50 Points)	
Safety	Gravel only	Conditions			Fair	Poor	Severe	Can score gravel or asphalt roads, but not both Three or more Severe = 100 (Maximum Score) Three or more Poor = 50 (Maximum Score) Three or more Fair =10 (Maximum Score) Otherwise, add 20 points for each Severe, add 10 points for each Poor, add 2 points for each Fair
		Potholes						
		Washboarding						
		Rutting						
		Missing Aggregate						
		Dusting						
	Other							
	Asphalt Only	Conditions			Fair	Poor	Severe	Can score gravel or asphalt roads, but not both Three or more Severe = 100 (Maximum Score) Three or more Poor = 50 (Maximum Score) Three or more Fair =10 (Maximum Score) Otherwise, add 20 points for each Severe, add 10 points for each Poor, add 2 points for each Fair
		Potholes						
		Cracking along the roadway (parallel)						
		Rutting where tires tracks are depressed						
		Cracking crossing (perpendicular) the roadway						
Rough Pavement								
Other								
Multi-Modal (Added to Project)	Conditions			Fair	Poor	Severe	Maximum Score 10 Severe = 8 Points Poor = 5 Points Fair = 1 Point	
	Uneven slabs							
	Sidewalk obstructed or missing sections							
	Cracked/broken sidewalk slabs						Missing = 10	
	New Infrastructure			Missing				
	New curb ramps needed							
	New curbs/gutters needed							
	Bike lane missing on streets with high daily traffic							
	Sidewalk to connect to school, downtown, shopping or transit							
	Other							

Multi-Modal (Stand Alone Project)	Conditions		New	Score	Maximum Score 100 Stand Alone Project = 100 points. Cannot be used in conjunction with Gravel or Asphalt repair	
	Bike lane missing on streets with high daily traffic					
	Sidewalk to connect to school, downtown, shopping or transit					
Capacity	AADT	Conditions	Low	Medium	High	Score High=10; Med = 5; Low=3
		High / Med / Low AADT as marked in application				
History	Time since last award	Minimum 5 years				10 points after 5 years, two points/ year until 10 years (Maximum 20 Points)
Unique Need	From Narrative	Unique problem not otherwise addressed		Up to 10 Points		Project Description presents a unique problem not addressed in scoresheet

Application Score

Instructions:

1. Mark severe, fair, poor for each criteria as stated in application
2. If project is a match for a larger project, add 50 points. If not, leave blank
3. Under the Safety priority, for Gravel or Asphalt roads, score according to the Notes in right column of the scoresheet. A maximum score of 100 points is available for gravel or asphalt roads. Do not combine gravel and asphalt. Only score one.
4. For multi-modal Added-To projects, score according to the Notes in right column. A maximum score of 10 points is allowed and added to the safety category. Note: Bike Lane is referred to as a bike lane or separated bike lane only. A sharrow is not considered a bike lane for purposes of scoring.
5. For multimodal stand-alone projects, the score is 100 for new bike lanes or sidewalks. This score is separate from safety priority and is not added to it, as it is a stand-alone project.
6. Capacity is scored based on the application and the Notes in the right column of the scoresheet.
7. Application history is based on the number of years since a SCA project was last awarded to an applicant (regardless of execution or completion). Project is scored 10 points after 5 years, and two points per year afterwards to a maximum of 20 points with 10 or more years.
8. It is possible applicant may express a unique need or problem in the application narrative not otherwise identified in the scoring under "other." Scorer will review narrative and assign a score of 0-10 based on their review of the narrative and overall project need.
9. Scorer will add all scores. The maximum possible score is 150 points (200 points if it is a match for a larger project).
10. Scorer will add to project tracking sheet and rank them by score by region.

Appendix E Regional Funding Distribution Template

The ODOT program manager uses a formula to provide geographic equity, balanced by the needs of each region. The formula is based on population, the number of cities, and the number of applications received within each region.

The Formula is:

$$(\text{Average (PTP, PTN, PAR)}) / \text{Total State Allocation} = \text{Amount of Allocation}$$

Where:

1. Percentage of total population (PTP) by region for all cities 5,000 and under in population
2. Percentage of total number (PTN) of eligible cities by region
3. Percentage of Applications Received (PAR) from eligible cities within each region

An example calculation is below:

	PTP	% of Total	PTN	% of Total	PAR	% of Total
Region 1	17,540	7.79%	11	6.63%	9	5.95%
Region 2	105,115	46.67%	61	36.75%	34	22.62%
Region 3	45,500	20.20%	23	13.86%	21	14.29%
Region 4	16,280	7.23%	25	15.06%	20	13.10%
Region 5	40,802	18.12%	46	27.71%	66	44.05%
Total	225,237	100.00%	166	100.00%	150	100.00%

$$(\text{Average (PTP, PTN, PAR)}) / \text{Total State Allocation} = \text{Amount of Allocation}$$

	(A) PTP	(B) PTN	(C) PAR	Average of A, B, C	SCA Funding for each Region
Region 1	7.79%	6.63%	5.95%	6.79%	\$339,500
Region 2	46.67%	36.75%	22.62%	35.35%	\$1,767,333
Region 3	20.20%	13.86%	14.29%	16.12%	\$805,833
Region 4	7.23%	15.06%	13.10%	11.80%	\$589,833
Region 5	18.12%	27.71%	44.05%	29.96%	\$1,498,000
Total Funding					\$5,000,000

Appendix F: Site Visit Evaluation and Scoring Sheet

Instructions: Use this reporting sheet for estimating the pavement condition for each project area. Calculate for each row, multiplying the Si (1-5) by the Weight Index and adding to the Cd (1-5) which is also multiplied by the Weight index. Then add the totals for each row. Repeat for each row and add scores for each row and add together. This is a basic pavement condition index.			Severity of Distress (Si)					Coverage of Distress (Cd)				
			Very Slight	Slight	Moderate	Severe	Very Severe	Few	Intermittent	Frequent	Extensive	Throughout
								<10%	10-20%	20-40%	40-80%	>80%
Road Condition	Weight Index	1	2	3	4	5	1	2	3	4	5	
Gravel Road (Max = 100) or	Potholes	3.0										
	Washboarding	3.0										
	Rutting	2.0										
	Missing Aggregate	1.5										
	Dusting	1.0										
Other												
Asphalt Road (Max = 100)	Potholes	3.0										
	Alligator	3.0										
	Rutting	1.5										
	Longitudinal Cracking	1.0										
	Transverse Cracking	1.0										
	Raveling/Spalling	0.5										
	Single & Multiple cracking	0.5										
Other												
+ Multi-Modal (Max = 10)	Uneven sidewalk slabs/ New Sidewalk in SOW	1.0										
	New Bike Lanes (part of project) in SOW	1.0										
	Curb Ramps in SOW	1.0										
	New Curbs/Gutters in SOW	0.5										
Match/Lev	Match for Larger Project (Y/N)	Y/N	X	X	X	X	X	X	X	X	X	50
As an example. If the Si was severe for Raveling (Weight Index = 3.0), but the Cd was only intermittent, the score for that row would be 12 +6 where: (Si = (4x3.0)) + (Cd=(2x3.0))												

Instructions for the Site Visit Evaluation and Scoring Sheet.

1. The maximum allowable score is 110, but if a match for a larger project, the maximum allowable score is 160.
 - a. Gravel or Asphalt Road = 100 maximum points
 - b. Multi-modal as a stand-alone project = 100 points
 - c. Mutli-Modal as part of gravel or asphalt project = 10 maximum points
 - d. Match/leverage = 50 points

It is possible that your scores will exceed the maximum allowable points for each category. If that is the case, note your score. When ranking projects in your region, it will be used in the event of a tie score, if necessary, when ranking projects and at the funding cut-off line.

2. Examine the project area(s) and, if more than one street, choose the street that appears to be in the greatest need of repair. It can be a gravel road, or asphalt road, but not both.
3. Calculate a technical score for each relevant row, multiplying the Severity of Distress (1-5) by the Weight Index. Multiply the Coverage of Distress by the Weight Index and add the totals for each row. Calculate technical score. Maximum points is 100.
4. If there is a multi-modal element, calculate for each relevant row, similar to Step 2, above, and add to the totals. Maximum score for this category is 10 points.
5. If project is being used as Match or leverage, add 50 points to the total.
6. If project is a stand-alone active transportation project, do not calculate gravel or asphalt criteria. Add 100 points for new bicycle lanes, or 100 points for new sidewalks. Maximum score is 100 points.
7. There are rows marked "other" in Gravel and Asphalt. If the applicant described something in the "Other" field distinct from other listed conditions, list it in the space provided, and assign a weight index criteria of between 0.5 and 3, using your judgement as to how serious this condition is to safety.
8. Total all scores. Maximum score is 110.

**SMALL CITY ALLOTMENT PROGRAM
PROJECT EVALUATION SHEET**

City of: _____
 Year: _____
 Roadway: _____

Unique Problem in Narrative not Otherwise Addressed	Rating
Significant Problem and urgent	10
Moderate Problem impacting project	6
Minor Problem impacting project	2
Minor Problem not impacting project, or already addressed by other conditions	0

Calculations

	Totals
Score from Site Visit (Max 110)	
Is Project Match for Larger Project? (50 Points)	
Ranking from Unique Problem	
Ranking from Roadway Volume	
Years since Last Project Awarded (10 points at 5 years. 2 points/yr up to 20 points at 10 years) Total	
Total	

Roadway Volumes

Traffic	Cars	Trucks	Rating
Heavy	>1000	>120	10
Moderate	500-999	40-120	5
Light	<500	<40	3

Appendix G: Reimbursement Requests



Small Cities Allotment REIMBURSEMENT REQUEST GUIDELINES Overview of Actions and Responsibilities

Who initiates the reimbursement request	Small City Allotment Recipient (the City)
When should the request for final payment be submitted?	When project is complete and after all invoices have been paid by city.
Where does the City send the request for payment?	To ODOT Project Manager identified in the IGA
What documentation needs to be attached to the reimbursement request	<p>The documentation should include:</p> <ul style="list-style-type: none"> • City certification that projects constructed in substantial conformance to the agreement • itemized invoices showing project expenses • Any before/after photographs of project from same locations/positions (optional) <p>ODOT cannot reimburse for any spending prior to execution of Inter-Government Agreement letter</p>
Action required by TPM	<p>-Review documentation, ensure costs are eligible and reasonable, dates of work are after IGA execution and they meet the requirements of the IGA.</p> <p>-Provide to SCA Program Analyst the final invoice documentation, Project Close Out Inspection form</p> <p>-If adequate information is not provided with the documentation, the ODOT TPM will seek the necessary information from the City prior to forwarding documentation to the SCA Program Analyst for payment</p>
Action required by ODOT Small Cities Allotment Program Analyst:	<p>-The Program Analyst reviews the recommendations, invoice and backup materials provided by the TPMs to ensure they meet the requirements of the SCA Program. The ODOT SCA Program Analyst seeks internal approvals and processes the invoice for payment.</p> <p>-If adequate information is not provided with the invoice, the ODOT SCA Program Analyst will seek the necessary information from the TPM prior to processing payment.</p>
When will the City receive payment?	-If the invoice and backup material are complete, the City should receive a check within 45 days of ODOT's approval.

Required Reimbursement Elements	Example
Project name	Gates Main St. Rehab
IGA number	37302
IGA execution date	02/24/2017
Invoice date	12/01/2018
Invoice period (start and end dates)	2/24/2017-11/15/2018
Total amount requested	\$75,338
Itemized breakdown of expenses paid, including copies of invoices paid	Attached to Reimbursement Form
SCA Advanced amount (up to \$25,000)	-\$25,000
Amount to be reimbursed (or amount remaining SCA fund balance (if not a final invoice)	\$50,338

Name of City or Letterhead

Address

INVOICE

Billed To:

Date: 12/01/2018

ODOT Region 1
123 NW Flanders St.
Portland OR 97209

Invoice Period 2/24/2017-
11/15/2018

IGA #37302

IGA Execution
Date:2/24/2017

Attn: J. Shoemaker
Transportation Project
Manager

Total Due: \$50,388

Project Name/Description: Gates Main Street Rehabilitation

Item Description	Amount
Resurface Main Street 500 linear feet*	\$35,000
Sidewalk Repair/Drain grates on Flower Street*	\$40,338
SCA Project Advance (if applicable)	-\$25,000
Total Due:	\$50,338
<i>*Please see attached supporting Documentation (Itemized breakdown of expenses paid)</i>	

For Questions Contact _____ at _____

Appendix H: Intergovernmental Agreement Template

Misc. Contracts and Agreements

No. (Insert Agreement Number)

A051-G041918

(The template can only be used when the project is entirely on the City street system. If the work performed is on the County system or a combination of City and County system, use SCA template version 2.)

(Fill in year funds are awarded) SMALL CITY ALLOTMENT AGREEMENT

(Insert Project Name)

(Insert Agency Name)

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 (Insert name of local agency), acting by and through its elected officials, hereinafter referred to as "Agency," each herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. (Insert name of street(s)) (is or are) part of the city street system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statutes (ORS) [190.110](#), [366.800](#) and [366.805](#), there has been withdrawn from State Highway Funds appropriated for allocation to cities of the State of Oregon the sum of \$2,500,000 and an additional \$2,500,000 available to the Oregon Department of Transportation from the State Highway Fund. These sums have been set up in a separate account to be administered by the Department of Transportation for the Small City Allotment (SCA) Program ("the Account"). The \$5,000,000 shall be allotted each year by State for use upon streets that are not a part of the state highway system, that are within cities with populations of 5,000 or fewer persons, and that are inadequate for the capacity they serve or are in a condition detrimental to safety. No single project may receive more than \$100,000 in SCA funds.

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. By the authority granted in ORS [366.805\(2\)](#), Agency has requested monies from the Account for (insert project description and location) hereinafter referred to as "Project." Said Project improvements shall consist of (insert further project detail). Agency acknowledges that such Project improvements funded under this Agreement may trigger other Agency responsibilities under the Americans with Disabilities Act. Agency agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Agency Obligations, Paragraph 15. The total estimated cost of this Project is \$(insert total project cost).
2. State has considered Agency's request for the Project and has determined that this Project is eligible for funding under the Small City Allotment (SCA) Program.
3. The Parties hereto mutually agree and understand that the cost of the Project will be paid for with SCA funds and by Agency as follows:
 - a. SCA funds will pay for eligible Project costs up to an amount not to exceed \$(insert amount here) ("Award Amount").
 - b. Agency shall pay all Project costs in excess of the SCA funds.
 - c. State may, upon request by Agency after execution of this Agreement, and upon receipt and review of the Project plans and specifications, advance to Agency 50% of the Award Amount, not to exceed \$25,000 in SCA funds.
 - d. Only expenses incurred after the Effective Date of this Agreement are eligible for reimbursement with SCA funds.
 - e. To qualify for reimbursement, each expenditure must be an Eligible Project Cost. Eligible Project Costs are documented costs of preliminary engineering and construction engineering services performed by the Agency or the Agency's consultant in performance of the Project, after the effective date of this Agreement, and that comply with the requirements of Article IX, Section 3a of the Oregon Constitution.
4. The term of this Agreement will begin on the date all required signatures are obtained ("Effective Date") and will terminate two (2) years following the Effective Date unless extended by an executed amendment.

AGENCY OBLIGATIONS

1. Agency shall conduct all right of way activities in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, Federal-Aid Policy Guide, Code of Federal Regulations (CFR) and the ODOT Right of Way Manual, and Title 23 CFR Part 710 and Title 49 CFR Part 24.
2. Agency shall, at its own expense, acquire all right of way. Right of way may be acquired by State on behalf of Agency (by consultants or State) at Agency's choice. If State performs the acquisition, a right of way services agreement shall be executed setting forth the responsibilities of each party.

3. Agency shall, at its own expense, adjust, reconstruct, and relocate utility installations, as necessary for the Project.
4. Agency shall prepare, or cause to be prepared, the plans and specifications for the Project, advertise the Project, contract the work, perform the construction engineering, and make the necessary contract payments.
5. If work will occur on or along the state highway, Agency shall obtain a miscellaneous permit to occupy State right of way through the State's District Permitting Office prior to the commencement of construction.
6. If Agency enters into a contract for performance of Project work on or along a State highway, then Agency will require its contractor to provide the following:
 - a. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.
 - b. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than

(Check boxes should indicate appropriate coverage amounts based on risk assessment for this Agreement. See DAS risk assessment tool: <http://www.oregon.gov/das/Risk/Pages/Ovcontracts.aspx> OPO will assist in helping complete the risk assessment.) \$1,000,000 \$2,000,000 \$5,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$1,000,000 \$2,000,000 \$4,000,000 10,000,000.

- e.d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
- e.e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.

e-f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor's or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.

7. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Agency shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic control device to be installed.
8. Agency shall enter into a separate traffic signal agreement with State to cover obligations for any traffic signal being installed on a state highway.
9. Agency shall ensure its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate, in order to inspect electrical installations on State highways. The State District Permitting Office shall verify compliance with this requirement prior to construction. The permit fee should also cover the State electrician's supplemental inspection.
10. Upon completion of the Project and at its own expense, Agency shall maintain the pavement surrounding the vehicle detector loops installed in the Agency's street(s), if any, in such a manner as to provide adequate protection for said detector loops. Failure to do so may result in State requiring Agency to repair or replace the damaged loops at Agency's expense. Future Agency roadwork activities involving the detector loops may also result in the same State requirements. Agency shall also adequately maintain any pavement markings and signing installed, in accordance with the approved signal plan sheets for the signal installation or current Manual on Uniform Traffic Control Devices standards.
11. Agency shall, during the course of the work, accumulate and retain documentation of all Project costs.
12. Agency shall, upon completion of Project, certify to State that Project is complete and in substantial conformance with the plans and controlling specifications.
13. Agency shall, no later than ninety (90) days after the completion of the Project or the Termination Date, whichever occurs earlier, submit an invoice for the remaining eligible costs of Project which, when added to any amount previously advanced by State, shall not exceed the actual total cost of Project or **\$(insert amount here)**, whichever is less. Such invoices shall be on Agency letterhead and shall identify the Project, Agreement number, Project start and end dates and itemize all expenses for which reimbursement is claimed, as well as provide a detailed breakdown of Project Costs expended and funds reimbursed to date. Upon request by ODOT, Agency shall provide to ODOT proof of payment and backup documentation supporting Agency's invoice.
14. Agency shall, at its own expense, maintain, operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. State and Agency agree that the useful life of this Project is defined as 7 years. Maintenance and power responsibilities shall survive any termination of this Agreement. If Project is canceled by Agency after Agency has received payment of any SCA

funds from State, or not completed within the time requirements or in accordance with the terms of this Agreement, Agency shall immediately repay to State the full amount of SCA funds received by Agency.

15. **Americans with Disabilities Act Compliance:**

a. **State Highway: For portions of the Project located on or along the State Highway System or a State-owned facility (“state highway”):**

- i. Agency shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, “ADA”), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
- ii. Agency shall follow ODOT’s processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
- iii. At Project completion, Agency shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State’s Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable Curb Ramp Inspection Form and instructions are available at the following address:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>
- iv. Agency shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.
- v. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction, to the greatest extent possible.

b. **Local Roads: For portions of the Project located on Agency roads or facilities that are not on or along a state highway:**

- i. Agency shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
- ii. Agency may follow its own processes or may use ODOT's processes for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:
<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>;

Additional ODOT resources are available at:

<http://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

ODOT has made its forms, processes, and resources available for Agency's use and convenience.

- iii. Agency assumes sole responsibility for ensuring that the Project complies with the ADA, including when Agency uses ODOT forms and processes. Agency acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
 - iv. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction, to the greatest extent possible.
- c. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,

- iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - d. Maintenance obligations in this section shall survive termination of this Agreement.
- 16. 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.
- 17. 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 [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) 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.
- 18. 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 this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
- 19. 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.
- 20. Agency 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 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.
- 21. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency'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 any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency'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 Agency's contractor if the State of Oregon elects to assume its own defense.

22. Agency's Project Manager for this Project is (insert title, address phone number and e-mail address), 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 administer the funds in the SCA Account in the following manner:
 - a. At Agency's request, State may, upon execution of this Agreement, and after receipt and review of the Project plans and specifications, forward to the Agency an advance payment of 50% of the Award Amount, not to exceed \$25,000.
 - b. State shall make final payment to Agency for all remaining eligible Project costs upon satisfactory final review of the Project, and after receipt of the certification of acceptance of work by the Agency accompanied by documentation of all Project costs. Total payments to Agency, including any advance deposit payment, shall not exceed the actual total cost of the Project or **\$(insert amount here)**, whichever is less.
2. State's Project Manager for this Project is (insert title, address phone number and e-mail address), 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 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 the 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 the 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. 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.

9. 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.

SIGNATURE PAGE TO FOLLOW

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

The Project was approved on (insert month, day, year), by the Program and Funding Services Manager.

(insert title of agency), by and through its elected officials

By _____

Date _____

By _____

Date _____

LEGAL REVIEW APPROVAL (If required in Agency's process)

By _____
Agency Counsel

Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____

Date _____

APPROVAL RECOMMENDED

By _____

Date _____

Agency Contact:

(insert name/title)

(insert physical mailing address)

(insert phone number)

(insert email address)

State Contact:

(insert name/title)

(insert physical mailing address)

(insert phone number)

(insert email address)

(Include the following signature if a traffic signal, marked crosswalk, or other traffic control device is being installed or improved on a state highway, as defined in ODOT's Traffic Manual, Chapter 5. Send to Scott Cramer as a Technical Reviewer.)

By _____

State Traffic Roadway Engineer

Date _____

