



## RESOLUTION 2012-022

### **A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH ODOT TO RECEIVE TRANSPORTATION GROWTH MANAGEMENT (TGM) FUNDS TO DEVELOP A PLAN FOR THE SHERWOOD TOWN CENTER**

**WHEREAS**, the City applied for and was awarded a TGM grant to develop a plan for the Sherwood Town Center; and

**WHEREAS**, a plan for the Town Center is needed to address updated Metro Functional Plan requirements and would serve as a foundation for a 99W corridor plan and TSP update by better defining the Town Center area, land use assumptions and vision for the area, therefore should be started first; and

**WHEREAS**, the TGM Grant award is conditional upon execution of an IGA; and

**WHEREAS**, the City and ODOT selected the planning firm Angelo Planning Group to work with the City to develop the Town Center Plan; and

**WHEREAS**, the City, ODOT and the consultant have negotiated a scope of work and budget consistent with the TGM grant award amount of \$169,100; and

**WHEREAS**, Whereas the City must enter into an IGA with ODOT prior to a notice to proceed being issued and work being charged to the project; and

**WHEREAS**, through the signing of the IGA the City is committing to completing the Town Center Plan and is committing to provide local staff and resources to meet the required match of \$20,900, which is 11% of the total project cost of \$190,000; and

**WHEREAS**, it is in the best interest of the City of Sherwood and its residents to develop a plan for the Town Center.

### **NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:**

**Section 1.** The City Manager Pro-Tem is authorized to sign the IGA attached as Exhibit 1 to this Resolution.

**Section 2.** This Resolution shall be effective as of the date of its adoption by the City Council.

Duly passed by the City Council this 1<sup>st</sup> day of May 2012.

  
\_\_\_\_\_  
Keith S. Mays, Mayor

Attest:

  
\_\_\_\_\_  
Sylvia Murphy, CMC, City Recorder

**INTERGOVERNMENTAL AGREEMENT**  
City of Sherwood, Sherwood Town Center Plan

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation (“ODOT” or “Agency”), and City of Sherwood (“City” or “Grantee”).

**RECITALS**

1. The Transportation and Growth Management (“TGM”) Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.

2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.

3. This TGM Grant (as defined below) is financed with federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (“SAFETEA-LU”) funds. Local funds are used as match for SAFETEA-LU funds.

4. By authority granted in ORS 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.

5. City has been awarded a TGM Grant which is conditional upon the execution of this Agreement.

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

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

**SECTION 1. DEFINITIONS**

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

A. "City's Amount" means the portion of the Grant Amount payable by ODOT to City for performing the tasks indicated in Exhibit A as being the responsibility of City.

B. "City's Matching Amount" means the amount of matching funds which City is required to expend to fund the Project.

C. "City's Project Manager" means the individual designated by City as its project manager for the Project.

D. "Consultant" means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

E. "Consultant's Amount" means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

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

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

H. "Grant Amount" or "Grant" means the total amount of financial assistance disbursed under this Agreement, which consists of the City's Amount and the Consultant's Amount.

I. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.

J. "PSK" means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

K. "Project" means the project described in Exhibit A.

L. "Termination Date" has the meaning set forth in Section 2.A below.

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

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

## SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on June 30, 2013 (“Termination Date”).

B. Grant Amount. The Grant Amount shall not exceed \$169,100.

C. City's Amount. The City's Amount shall not exceed \$21,000.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$148,100.

E. City's Matching Amount. The City's Matching Amount is \$20,900 or 11% of the Total Project Costs.

## SECTION 3. DISBURSEMENTS

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

B. City shall present reimbursement requests, cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall submit reimbursement requests, cost reports for 100% of City's Federally Eligible Costs, and shall be reimbursed at 50.12% up to the City's Amount.

C. ODOT shall make interim payments to City for deliverables identified as being City's responsibility in the approved statement of work set out in Exhibit A within 45 days of satisfactory completion (as determined by ODOT's Contract Administrator) of such deliverables.

D. ODOT reserves the right to withhold payment equal to ten percent (10%) of each disbursement until 45 days after ODOT's Contract Administrator's approval of the completion report described Section 5.K(2), at which time the balance due to City under this Agreement shall be payable.

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

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

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

A. City represents and warrants to ODOT as follows:

1. It is a municipality duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.

4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which City or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of City.

B. As federal funds are involved in this Grant, City, by execution of this Agreement, makes the certifications set forth in Exhibits B and C.

#### **SECTION 5. GENERAL COVENANTS OF CITY**

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which City is identified in Exhibit A as being responsible.

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

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

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

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

- (1) Meet with the ODOT's Contract Administrator; and

(2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V and Section 504 of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

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

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



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

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

“This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), local government, and State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.”

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its “home page”.

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

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

K. Within 30 days after the Termination Date, City shall

(1) pay to ODOT City’s Matching Amount less Federally Eligible Costs previously reported as City’s Matching Amount. ODOT may use any funds paid to it under this Section 5.K (1) to substitute for an equal amount of federal SAFETEA-LU funds used for the Project or use such funds as matching funds; and

(2) provide to ODOT’s Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:

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

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

#### **SECTION 6. CONSULTANT**

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though ODOT, rather than City is the party to the PSK with the Consultant, ODOT and City agree that as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. City will appoint a Project Manager to:
  - (1) be City's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;
  - (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and City personnel, as necessary;
  - (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and
  - (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

## **SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS**

- A. ODOT certifies that, at the time this Agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.
- B. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.
- D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

## **SECTION 8. TERMINATION**

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

- A. City fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.
- B. Consultant fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.
- C. 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. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

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

### **SECTION 9. GENERAL PROVISIONS**

A. Time is of the essence of this Agreement.

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

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

D. Sections 5(H), 5(I), and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

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

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

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

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

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

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

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

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

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

On December 1, 2010 the Director of the Oregon Department of Transportation approved DIR-06, in which authority is delegated from the Director of the Oregon Department of Transportation to the Operations Deputy Director and Transportation Development Division Administrator, to approve agreements with local governments, other state agencies, federal governments, state governments, other countries, and tribes as described in ORS 190 developed in consultation with the Chief Procurement Officer.

**City**

*City of Sherwood*

By: \_\_\_\_\_  
(Official's Signature)

\_\_\_\_\_  
(Printed Name and Title of Official)

Date: \_\_\_\_\_

**ODOT**

STATE OF OREGON, by and through  
its Department of Transportation

By: \_\_\_\_\_  
Jerri Bohard, Division Administrator  
Transportation Development Division

Date: \_\_\_\_\_

**ATTORNEY GENERAL'S OFFICE**

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

By: \_\_\_\_\_  
(Official's Signature)

Date: \_\_\_\_\_

**Contact Names:**

Julia Hajduk  
City of Sherwood  
22560 SW Pine Street  
Sherwood, OR 97140  
Phone: 5036254204  
Fax: 503-625-0629  
E-Mail: hajdukj@ci.sherwood.or.us

Seth Brumley, Contract Administrator  
Transportation and Growth Management Program  
123 NW Flanders  
Portland, OR 97209-4037  
Phone: 503-731-8234  
Fax: 503-731-3266  
E-Mail: Seth.A.BRUMLEY@odot.state.or.us

**Exhibit A**  
**Statement of Work and Delivery Schedule**  
**For WOC #5, PA #27627**

TGM 1C-11  
 City of Sherwood  
 Sherwood Town Center Plan

Name: Address:  Phone: Fax: Email:	<b><u>Agency’s Work Order Contract Project Manager (“WOCPM”)</u></b> Seth Brumley 123 NW Flanders St Portland, OR 97209  503-731-8234 503-731-3266 Seth.a.brumley@odot.state.or.us	Name: Address:  Phone: Fax: Email:	<b><u>Consultant’s Project Manager</u></b> Darci Rudzinski 921 SW Washington St Portland, OR 97205  503-227-3669 503-227-3679 drudzinski@angeloplanning.com
Name: Address:  Phone: Fax: Email:	<b><u>City Project Manager</u></b> Julia Hajduk 22560 SW Pine St Sherwood, OR 97140  503-625-4204  Hajdukj@SherwoodOregon.gov		

**A. Definitions and Acronyms**

- Agency or ODOT – Oregon Department of Transportation
- City – City of Sherwood
- City PM – City of Sherwood Project Manager
- County – Washington County
- MMA – Multimodal Mixed-use Area
- NTP – Notice to Proceed
- OAR – Oregon Administrative Rule
- PM – Project Manager
- PMT – Project Management Team
- RTP – Regional Transportation Plan
- SAC - Stakeholder Advisory Committee
- TAC – Technical Advisory Committee
- TAZ - Transportation Analysis Zone
- TPR – Transportation Planning Rule
- TSP – Transportation System Plan



UGMFP – Urban Growth Management Functional Plan  
WOC – Work Order Contract  
WOCPM – Work Order Contract Project Manager

This statement of work describes the responsibilities of all entities involved in this cooperative project.

The work order contract (for the purposes of the quoted language below the “WOC”) with the work order consultant (“Consultant”) shall contain the following provisions in substantially the form set forth below:

**“B. Project Cooperation**

This Statement of Work and Delivery Schedule (“SOW”) describes the responsibilities of the entities involved in this cooperative Project. In this Work Order Contract (“WOC”), the Consultant shall only be responsible for those deliverables assigned to the Consultant. All services or work assigned to other entities are not Consultant’s obligations under this WOC, but shall be obtained by Agency through separate intergovernmental agreements or other agreements which contain a statement of work that is the same as or similar to this SOW, with a specification of the specific tasks assigned to others. The obligations of entities in this SOW other than the Consultant are merely stated for informational purposes and are in no way binding, nor are the named entities parties to this WOC. Any tasks or deliverables which the Consultant assigns to a subcontractor shall nevertheless be the responsibility of the Consultant.

Any Consultant tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity as described in this SOW shall be subject to the following guidelines:

1. At the first sign of non-cooperation, the Consultant shall provide written notice (email acceptable) to Oregon Department of Transportation (“Agency”) Work Order Contract Project Manager (“WOCPM”) of any deliverables that may be delayed due to lack of cooperation by other entities referenced in this SOW.
2. WOCPM shall contact the non-cooperative entity or entities to discuss the matter and attempt to correct the problem and expedite items determined to be delaying the Consultant.

If Consultant has followed the notification process described in item B.1 above, and Agency finds that delinquency of any deliverable is a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in this SOW, the Consultant will not be found in breach of contract; nor shall Consultant be assessed or liable for any damages arising as a result of such delinquencies. Neither shall ODOT be responsible or liable for any damages to Consultant as the result of such non-cooperation by other entities. WOCPM will negotiate with Consultant in the best interest of the State, and may amend the delivery schedule to allow for delinquencies beyond the control of the Consultant.”

**C. Key Personnel.** The Consultant acknowledges and agrees that Agency selected the Consultant, and is entering into this WOC, because of the special qualifications of the Consultant’s key people. In

particular, Agency through this WOC is engaging the expertise, experience, judgment, and personal attention of the following Consultant personnel: Darcie Rudzinski and Chris Maciejewski (collectively "Key Personnel" or individually a "Key Person"). The Consultant's Key Personnel shall not delegate performance of the management powers and responsibilities he/she is required to provide under this WOC to another (other) Consultant employee(s) without first obtaining the written consent (email acceptable) of Agency. Further, Consultant shall not re-assign or transfer a Key Person to other duties or positions such that a Key Person is no longer available to provide Agency with his/her expertise, experience, judgment, and personal attention, without first obtaining Agency's prior written consent to such re-assignment or transfer. In the event Consultant requests that Agency approve a re-assignment or transfer of a Key Person, Agency shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any approved substitute or replacement for a Key Person shall be deemed a Key Person under this WOC.

#### **D. Project Purpose and Transportation Relationship and Benefit**

The purpose of the Sherwood Town Center Plan Project (the "Project") is to determine the boundaries of the City of Sherwood ("City") Town Center (the "Town Center"), identify opportunities and constraints for the successful development of the Town Center and create a strategy for the development and re-development of the area. The Sherwood Town Center Plan will likely establish modifications to land uses and a multimodal transportation network that will be supportive of Metro's 2040 Plan implementation.

The Project will result in a plan that can be adopted as part of the comprehensive plan as well as implementing amendments to the development code. This plan will outline steps to bring the Town Center into compliance with the Metro Title 6 guidance in 3.07.620 and must include evaluation and recommendations with the goal to achieve compliance with 3.07.630. The plan will include recommendations regarding a multimodal mixed-use area ("MMA") designation within or contiguous with the Town Center boundaries based on the new guidance for MMAs in the Transportation Planning Rule ("TPR") - Oregon Administrative Rule ("OAR") 660-012-0060.

#### **E. Description of the Project Area**

The Project area will be refined in Task 1. The Project area must, at minimum, include the existing Town Center boundaries and the "Old Town" district (the "Project Area"). The Old Town district is generally bounded by Sherwood Middle School to the north, SW Main St and SW Park St to the west, SW Washington St and SW Willamette St to the south, and SW Foundry Ave to the east. The existing Town Center boundary straddles Highway 99W and is bordered on the north by Tualatin-Sherwood Road.

Over the years, the area known as the Town Center has developed with traditional auto oriented retail and financial uses with limited street connectivity. The average daily traffic for the 99W/Tualatin-Sherwood Road intersection is 40,000 vehicles with a high percentage of trucks. This highway is designated as a Freight Corridor and is part of the regional freight system in the Regional Transportation Plan ("RTP"). Although this area is served by transit, the streets are wide and heavily traveled making it a challenging area to redevelop as a compact, pedestrian friendly Town Center.

In contrast, the City's traditional downtown "Old Town" area has an existing street grid pattern and pedestrian friendly environment that has experienced redevelopment and revitalization including public services (new library, city hall and city offices), small scale retail and office uses.

#### **F. Background**

Since the year 2000, Sherwood has had a Metro 2040 Town Center designation at the intersection of Highway 99W and Tualatin-Sherwood Road. Although a boundary for the Town Center has been defined, a formal plan for the area was never established. The lack of a plan for the Town Center has resulted in a development pattern that is not compact, mixed use, pedestrian friendly or transit supportive. Upon review, it appears that the determination of where the boundaries should be located did not include analysis of needs, opportunities, and constraints to developing the area consistent with the Metro definition for town centers or any significant public involvement.

Metro has recently updated the Urban Growth Management Functional Plan ("UGMFP") to better address and incentivize planning for and development of centers, corridors and main streets as part of their capacity ordinance. One of the stated purposes of the revisions to Title 6 (Centers, Corridors, Station Communities and Main Streets) of the UGMFP is to "use investments and other incentives to induce cities and counties to revise their comprehensive plans and land use regulations to eliminate barriers to the types and densities of residential development and commercial and civic services that make higher-density residential development market-feasible". The updates to Title 6 of the UGMFP require local jurisdictions to adopt boundaries and develop plans and implementation strategies for town centers in order to be eligible for certain regional investments.

The Oregon Land Conservation and Development Commission has recently updated OAR 660-012-0060 governing plan and land use regulation amendments. OAR 660-012-0060 (10) allows cities to designate a MMA. Within the MMA the city would be allowed to upzone land for urban development without needing to meet traffic congestion performance standards as would otherwise be required under OAR 660-012-0060.

#### **G. Project Objectives**

The overall Project objective is to develop a plan for the town center that will guide development and re-development in the Project Area. In order to achieve this overall objective, the following additional objectives must be met:

- Affirm or modify the location of Town Center boundary.
- Determine vision for town center
- Determine appropriate land uses and standards to implement vision and to provide an improved transportation system that includes pedestrian friendly and transit supportive facilities
- Develop a plan that balances land use and transportation choices so as to improve the safety and efficiency for all modes of transportation.
- Comply with recently adopted Metro Title 6 requirements and the updated OAR 660-012-0060 MMA definition to enable eligibility for regional investment and up-zoning.
- Identify strategic solutions to existing highway capacity issues.

- Be informed by and help inform the Southwest Corridor Plan. The outcomes of that planning effort and the vision and outcome of this planning effort will likely improve the transportation system and complement the development patterns in the town center.

All the Project objectives set forth in this Section G of the SOW are referred to as the “Project Objectives.”

## **H. Deliverables Overview**

### **1. Written and Graphic Deliverables:**

- Consultant and City shall jointly perform the technical work. City and WOCPM shall review Consultant Deliverables. Unless stated otherwise in tasks description, Consultant shall send draft memos and Project deliverables electronically to the City Project Manager (“City PM”) and WOCPM for review (and revision if needed) one week prior to distribution for meetings (generally two weeks prior to the actual meeting). A shorter or longer review period may be mutually agreed on for specific situations. The City PM is responsible for providing Consultant with a single set of internally consistent, City staff comments. References to “Key City Staff” means up to three staff. For any additional staff reviews the City PM must obtain and incorporate City staff comments into City’s review. City shall resolve conflicting issues and Consultant shall use professional judgment to incorporate input received through City, Technical Advisory Committee (“TAC”), Stakeholder Advisory Committee (“SAC”), and public review process.
- Document identification: Graphic deliverables must be documented with Project name, a title that best represents the WOC deliverable (not necessarily the WOC deliverable title), draft number, a legend, the task reference number and the date of preparation as appropriate to the graphic. Graphics that are maps must have a legible, graphic (bar) scale. File types and formats may vary from the above upon approval of the WOCPM. Consultant names shall not be placed on deliverables, with the exception of the acknowledgement page in the final Plan documents.
- Consultant-generated draft and final materials, including presentation materials, memorandums, and graphics, must be substantially complete, professionally written and fully proofed by Consultant prior to distribution. All Consultant-generated material is to be reviewed by City PM and WOCPM prior to release. The City PM and WOCPM’s review is not to proof material but to review for inclusion or exclusion of substantive content.
- The City shall produce materials for meetings including memoranda, reports, handouts and graphics 11x17 in size or smaller. The Consultant shall produce necessary graphics that are larger than 11x17. All materials provided for meetings or public outreach must be available electronically in a format that is easily uploaded to the City Project Web Site.
- Format of draft text and graphics for review: During the Project, for most draft products the Consultant shall provide electronic copies of draft text deliverables (for example, memoranda, reports, agendas) to City PM and WOCPM in an editable file format that is compatible with Microsoft Word 2002. However, graphically intensive presentation materials or reports (such as the Market Analysis, Land Use and Transportation Analysis and Town Center Plan) may be produced using Adobe Creative Suite and provided in .pdf format. If desired, Consultant can provide text from these reports in a Microsoft Word or compatible document. Depending on the specific type of graphic, Consultant shall provide electronic copies of draft graphics in a .pdf

format. (The objective is that deliverables are in versions that allow tracking changes and amendments to the documents.)

- Format of Project Schedule: Consultant shall provide the Project Schedule to the City PM and WOCPM in MS Project or similar program which the City or WOCPM can manipulate for internal use.
- Format of final deliverables (text and graphics): Consultant shall provide electronic copies of final text deliverables (such as final memoranda) to City PM and WOCPM in an editable file format that is compatible with Microsoft Word 2002. As noted above, graphically intensive documents may be produced using Adobe Creative Suite and provided in PDF format. If desired, Consultant can provide text from these reports in a Microsoft Word or compatible document. The final Town Center Plan, which incorporates the results of all task deliverables, will be produced in a program such as InDesign and saved as a .pdf. Consultant shall provide to City PM and WOCPM the source files for future use. Consultant shall provide to City PM and WOCPM electronic copies of final graphics in Adobe Illustrator, Adobe Photoshop, JPEG or ArcView compatible format as agreed upon. Data used for the final version of all maps must be provided in a standard ESRI file format in  
NAD\_1983\_HARN\_StatePlane\_Oregon\_North\_FIPS\_3601\_Feet\_Intl.
- Adoption ready: Consultant shall prepare final plans and amendments to plans as final policy statements of the local government and shall not include language such as “it is recommended” or “City should.” New and amended code language must be prepared as final regulatory statements of City. Final plans and plan amendments must include all necessary amendments to existing City plans to avoid conflicts and enable full integration of proposed Plan with existing City documents.
- The following text must appear in final work products produced in this Project:

This Project is partially funded by a grant from the Transportation and Growth Management (“TGM”) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (“SAFETEA-LU”), local government, and the State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.

## **2. Project Management Related Deliverables Overview:**

City shall form the Project Management Team (“PMT”) to provide Project direction and oversight, assess progress and ensure Project success. PMT members are expected to gain consensus on issues prior to material being distributed to other committees. To achieve this, PMT Members will exchange written comments to the City PM in advance of distribution to other committees. Conflicting areas of discussion or topics needing additional consensus must be resolved by the City PM in consultation with WOCPM.

The PMT is expected to collaborate and coordinate with agencies conducting concurrent public activities. Projects concurrent to the Sherwood Town Center Plan include: Southwest Corridor Plan, Southwest Corridor Refinement Plan, and Southwest Corridor Transit Alternatives Analysis, Linking

Tualatin Plan, and Tigard High Capacity Transit Plan. PMT is expected to conduct Project public meetings in coordination with public meetings relating to the various projects listed above, when feasible.

The PMT meetings are in-person meetings unless PMT members agree to teleconference. The choice for meeting location is Consultant office, ODOT office, or City office and is anticipated to be based on efficiency for participants.

### **I. Joint Responsibilities**

City, WOCPM and Consultant shall work together to provide sufficient oversight to ensure the Project is well managed, to ensure the outcomes are consistent with City, regional and state policies, and to effectively manage diverse community points of view in order to achieve a sound base for smart growth, urban development and public improvements.

### **J. City Responsibilities**

1. The City, jointly with WOCPM, shall manage the Project and oversee execution of tasks and deliverables as described in this SOW. This includes review and approval of all Consultant products.
2. Focus on outcomes that are consistent with Metro Functional Plan and Title 6 requirements
3. Brief the City Planning Commission and City Council as needed to ensure productive, future Project meetings.
4. Coordinate with public agencies and affected service districts throughout the Project process to ensure that Project direction is consistent with policies and plans.
5. Coordinate and lead the public involvement program for the Project (the "Public Involvement Program") throughout the process to ensure the effort is consistent with community objectives.
6. Coordinate City staff.
7. Notify the WOCPM of potential scope, schedule, budget or Project issues.

### **K. Consultant Responsibilities**

1. Provide technical guidance to the City, PMT, and committee members.
2. Focus on outcomes that are consistent with Metro Functional Plan and Title 6 requirements and products that are able to be implemented.
3. Communicate regularly with the City and WOCPM.
4. Respond to City and WOCPM inquiries.
5. Notify the City PM and WOCPM of potential scope, schedule, or Project issues.
6. Notify the WOCPM and City PM of any potential delays in deliverables.

### **L. Meeting Related Deliverables:**

Unless otherwise noted, City shall arrange all meetings (except PMT meetings) including time, locations, preparation of agenda, distribution of materials, and required legal notices. City shall maintain Project information on the City-sponsored Project Web Site. City shall distribute Consultant-generated materials to committee members. Draft meeting agendas and summary notes are subject to review by Consultant and WOCPM prior to public release. The WOCPM shall be invited to all Project meetings.

**M. Public Involvement Related Deliverables:**

City shall provide overall coordination and management of the Public Involvement Program including meetings with the SAC, TAC, general public and Planning Commission and City Council work sessions. This includes meeting logistics, preparation of agendas and meeting minutes.

Outreach efforts must follow State and City public involvement policies. This includes making special efforts to engage minority, low-income, women, and disabled and senior populations. This could mean providing things like child-care at key meetings.

Public involvement will be key to the Project's success. Public involvement will occur through the SAC, on-going coordination with the Project Area standing citizen groups, and Planning Commission which will serve as the Steering Committee.

Public involvement must allow residents and business owners of the Project Area opportunities to provide input into the Project planning process. City shall consider environmental justice issues, which includes the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. To reflect environmental justice considerations, an effort to involve minority populations, women, older adults, people with disabilities and people with low-income shall be made. "Fair treatment" means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies. "Meaningful involvement" means that: (1) potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment or health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the decision making process; and (4) the decision makers seek out and facilitate the involvement of those potentially affected.

In addition to public meetings, City may present Project updates to other groups interested in civic affairs in an effort to raise awareness of the planning process. Examples of these groups may include Rotary, Lions, chamber of commerce, local bodies representing low-income or disadvantaged groups, or other groups that may be interested in the Project planning process. City shall provide meeting notice and logistics including Project information materials to the local media.

**N. Expectations about Traffic Analyses:**

All data and calculations must be submitted to the City PM and WOCPM for review and record-keeping. Electronic file copies of analysis data are required. These written and electronic products must be in ODOT and City compatible formats.

1. All traffic analysis work must comply with the following requirements:
  - An Oregon-registered professional engineer (Civil or Traffic) must perform or oversee all traffic analysis work.

- Traffic analysis must be consistent with ODOT's Transportation Planning Analysis Unit's analysis procedures available on the Internet at:  
<http://www.oregon.gov/ODOT/TD/TP/APM.shtml>
2. Traffic Sensitivity Analysis of Land Use and Transportation Alternatives
- Consultant shall use the Metro 2035 Financially Constrained with Beta Forecast (2010 and 2035 land use allocations) travel demand model for the "base case" traffic demand model. Programmed public improvements and in-process and proposed private development must be included in the model. Consultant may refine the Metro travel demand model Transportation Analysis Zone ("TAZ") system and network for traffic assignments within the Project Area. TAZ disaggregation will maintain control totals with Metro TAZ data unless otherwise approved by the PMT and Metro. Consultant may utilize a mesoscopic or Dynamic Traffic Assignment windowed-area technique to further refine traffic assignments for the Project Area.
  - Consultant must use the 2035 Financially Constrained with Beta Forecast model (including possible refinements) for testing land use zoning alternatives and determining traffic demand with each land use alternative.
  - Consultant shall compare and evaluate relative traffic impacts of each alternative to recommend a preferred land use and transportation alternative to advance to more in-depth analysis.
3. Transportation and Zoning Impact Analysis of Existing and Preferred Land Use
- Consultant shall compile current 3-year crash data for the study intersections and identify top 10% Safety Priority Index System sites in the Project Area.
  - ODOT will provide traffic count data to the Consultant. Consultant will work with ODOT and City staff to determine the time period for collecting the system PM peak 2-hour traffic volumes. Consultant shall adjust the traffic volumes to reflect 30<sup>th</sup> highest annual hour of traffic volumes as necessary.
  - Consultant shall analyze Existing (2012) and Future Year (2035).
  - Consultant shall post-process travel forecast in accordance with National Cooperative Highway Research Program Report 255 guidelines and develop future year PM balanced traffic volumes.
  - Consultant shall prepare a 1-hour peak period analysis at study intersections. The mobility standard for the peak hour will be coordinated with Agency staff to determine if the 1.1 highest hour or 0.99 second hour standard will be applied.
  - Intersection performance must be determined using the Highway Capacity Manual 2000 published by the Transportation Research Board. All traffic analysis software programs used must follow Highway Capacity Manual 2010 procedures. Synchro / SimTraffic (Version 8) must be used for signal controlled intersections in key urban corridors. The City Engineer may approve a different intersection analysis method prior to use when the different method can be justified for City intersections.
  - For all study intersections, traffic operational results including volume-to-capacity ratio, level-of-service, queue length (99W intersections only), and other parameters pertinent to overall intersection function must be presented. Coordination and collaboration with ODOT, Washington County (the "County") and City technical staff shall be required.
  - Future Year Preferred Land Use Alternative must be consistent with the City, County and ODOT design standards. Alternative improvements may be proposed subject to the approval of the facility's jurisdiction.



- Consultant shall use the existing traffic signal timing for ODOT intersections in the Existing, Future Year Base and Future Year Preferred Land Use analysis, unless otherwise approved by Agency staff.
- To derive the trip generation, a reasonable land use scenario must be used for the existing and proposed zoning impact analyses. The land use assumptions must be documented and based on existing or proposed City code (versus land uses based on the market) using factors such as floor area ratios, parking, building height, type of use, and building-to-land ratio in determining the land use scenario.

4. The data must be gathered and the analysis conducted in such a way that the transportation related work can be folded into the future update of the City's Transportation System Plan ("TSP"), which was adopted in 2005. This includes consistency with the adopted provisions of the 2035 RTP.

## **O. Work Tasks**

### **TASK 1 - Project Kick-off**

#### Objectives

- Establish Draft Goals, Objectives and Evaluation Criteria for the Project
- Encourage public participation in the Project through the Public Involvement Program
- Provide meaningful public participation opportunities to ensure development of recommendations that are endorsed by the community.

#### Subtasks

1.1 **Project Web Site** – The City shall develop, maintain and host a web site for the Project (the "Project Web Site") using Basecamp or similar web-based tools, which must include an overview of the Project, a schedule showing major Project tasks, tentative dates for public meetings and related deliverables, a list of Project deliverables, and information clearly identifying the Project Web Site as a web site developed, owned, operated and controlled by the City (and not by ODOT). The City and the ODOT WPM shall approve all material posted to the Project Web Site, prior to posting. If, for any reason, material is posted to the Project Web Site that has not been approved by the ODOT PM, the City shall immediately remove the material from the Project Web Site at the Agency's request.

The Project Web Site must be used by the Consultant to post Project notices, schedules, and deliverables, as deemed appropriate by the PMT.

1.2 **Committee Rosters** – The City shall establish PMT, SAC and TAC committees and prepare rosters with key City staff and committee member contact information.

- The PMT must consist of, at a minimum, the City PM, WOCPM, and Consultant.
- TAC must consist of the City and representatives from affected agencies, including but not limited to ODOT, Department of Land Conservation and Development, Tri-Met, Metro and neighboring jurisdictions. City shall consult with PMT as to the appropriate representatives. TAC's role is to provide technical review, ensure coordination among agencies and other

- planning efforts in the Project Area, and ensure compliance with state and regional plans and policies.
- SAC shall be formed with representatives to be invited from the stakeholders and other community members. The City shall form the committee and prepare Roster. Total membership must not exceed 15 members and must include a cross sample of stakeholders including property owners, business owners and community organizations.
- 1.3 **Project Schedule** - Consultant shall prepare a draft and final Project schedule (the “Project Schedule”) reflecting all meeting dates (SAC, TAC, PMT) and meeting purpose. The Project Schedule must be at a level of detail to show the PMT, TAC and SAC reviews of major products, the public review process and the adoption process. The schedule must be provided in electronic format so the City and WOCPM can utilize it for scheduling in-house work. Consultant shall prepare final version after PMT Meeting #1.
- 1.4 **Draft Goals, Objectives, and Evaluation Criteria** - Consultant shall prepare draft Project goals, objectives, and evaluation criteria (the “Draft Goals, Objectives and Evaluation Criteria”), building on and clarifying the Project Objectives and establishing Evaluation Criteria for further refinement in subsequent tasks. Draft Goals, Objectives, and Evaluation Criteria shall address the Center criteria within the UGMFP as well as the MMA definition within the updated OAR 660-012-0060.
- 1.5 **Public Involvement Plan** – City shall develop the draft and final public involvement plan (the “Public Involvement Plan”) based on this SOW, the Project Objectives, and the draft Project Schedule. City shall prepare a final version of the Public Involvement Plan after PMT Meeting #1.
- 1.6 **PMT Meeting # 1** - Consultant shall arrange, attend, participate in as needed and facilitate PMT Meeting #1. Consultant shall distribute agenda and meeting materials as needed, at least one week prior to the PMT Meeting #1. Discussion topics must include:
- Establishing Project Area boundaries
  - Draft Public Involvement Plan
  - Draft Project Schedule
  - PMT roles and responsibilities
  - Stakeholder interview coordination and
  - Draft Goals, Objectives, and Evaluation Criteria.
- 1.7 **Land Use and Transportation Base Maps** - Consultant shall prepare maps of the Project Area in ArcGIS compatible format.
- a. The Consultant shall prepare a land use base map (the “Land Use Base Map”), which must depict property lines, existing zoning and land uses, and building footprints. The Land Use Base Map must be prepared using existing data sources including Metro’s Regional Land Information System and the City’s geographic information system.
  - b. The Consultant shall prepare a transportation base map (the “Transportation Base Map”) which must, at a minimum, depict roadway functional classification, transit routes and stop

locations, and bike and pedestrian facilities. The Transportation Base Map must be prepared using existing data sources and scaleable to the Land Use Base Map.

- 1.8 **Stakeholder Interviews** – City shall arrange and City and Consultant shall conduct three to five, one-hour interviews with groups of key stakeholders to discuss potential development opportunities. To the extent possible, these meetings will be held over the course of one or two days. City shall determine the list of stakeholders to be interviewed with Consultant input before finalizing list. An effort will be made to conduct interviews with groups of three to five people at a time in order to maximize input and to generate discussion. One stakeholder interview may be substituted for direct outreach to landowners. City shall undertake any necessary additional outreach to landowners outside the stakeholder interviews.

Consultant shall develop a draft and final interview outline with questions for WOCPM and City review and comment prior to interviews. City shall provide draft and final meeting summary notes for each interview session. Consultant shall review the draft meeting summary notes before becoming final.

- 1.9 **Joint TAC Meeting #1 and SAC Meeting #1** – City shall arrange and conduct a kick-off Joint TAC Meeting #1 and SAC Meeting #1; Consultant shall prepare written and electronic materials needed for the meeting. The purpose of the TAC and SAC kick off meeting is to introduce the Project and committee roles and responsibilities. City shall present the Public Involvement Plan and Consultant shall present the Project Schedule and the Draft Goals, Objectives and Evaluation Criteria. City shall submit meeting summary to PMT for review and comment before providing to the TAC and SAC.
- 1.10 **Steering Committee Meeting #1** - City shall provide update to the Planning Commission, acting as the Steering Committee, and gather comments and input for final refinement of the Draft Goals, Objectives and Evaluation Criteria. City shall prepare meeting summary.
- 1.11 **Final Goals, Objectives, and Evaluation Criteria** - Consultant shall prepare final Project goals, objectives and evaluation criteria (the “Final Goals, Objectives, and Evaluation Criteria”) incorporating TAC, SAC, and Steering Committee input.

**City Deliverables**

- 1A Project Web Site
- 1B Committee Rosters
- 1C Comments on Project Schedule
- 1D Comments on Draft Goals, Objectives, and Evaluation Criteria
- 1E Public Involvement Plan
- 1F PMT Meeting #1
- 1G Stakeholder Interviews
- 1H Joint TAC Meeting #1 and SAC Meeting #1
- 1I Steering Committee Meeting #1

### **Consultant Deliverables**

- 1A Comments on Project Web Site
- 1B Project Schedule
- 1C Draft Goals, Objectives, and Evaluation Criteria
- 1D Comments on Public Involvement Plan
- 1E PMT Meeting #1
- 1F Land Use and Transportation Base Maps
- 1G Stakeholder Interviews
- 1H Joint TAC Meeting #1 and SAC Meeting #1
- 1I Final Goals, Objectives, and Evaluation Criteria

### **Task 2 – Existing Conditions and Market Analysis**

#### Objectives

- Review public policies, plans, regulatory requirements, previous studies and data that pertain to the Project Area, to document relevant issues.
- Analyze local economic conditions and identify best practices that encourage redevelopment and vitality within Project Area.
- Identify needs in Project Area to address existing or forecast problems such as safety, traffic congestion, infrastructure deficiencies, and underutilized land.
- Identify opportunities to promote redevelopment that promotes the use of transit and other alternative travel modes, including pedestrian and bike connectivity to land uses and transit.
- Identify constraints to redevelopment and transportation improvements, and where possible, potential strategies to overcome constraints.

#### Subtasks

- 2.1 **Regulatory and Policy Framework Technical Memorandum** - Consultant shall prepare a draft and final Regulatory and Policy Framework Technical Memorandum to identify the State of Oregon, regional and local policies and regulations affecting land development and transportation within Project Area. The Regulatory and Policy Framework Technical Memorandum must list a matrix of the state, regional, and county codes, regulations and policies relevant to planning, rezoning, and redevelopment with summaries of the key provisions. The policy review must include:
- a. Related RTP and UGMFP; updated OAR 660-012-0060; OAR 734.051; and the Oregon Highway Plan policies;
  - b. Applicable City zoning provisions noting those that implement the Metro 2040 Functional Plan requirements (e.g., Transit Oriented Design) and OAR 660-012-0060 MMA definition;
  - c. Applicable sections of the City of Sherwood Comprehensive Plan including the 2005 TSP (applicable policies and adopted cross-sections must be included) and other applicable adopted City or County plans;
  - d. Applicable sections of the Washington County TSP and Intelligent Transportation System Master Plan; and
  - e. Economic Opportunities Analysis.

City shall provide the Consultant and WOCPM computer links or electronic copies of the plans listed above if available.

Consultant shall prepare a final version of Policy Framework Technical Memorandum, incorporating TAC, SAC, and PMT input after SAC Meeting #2

- 2.2 **Market Analysis** – Consultant shall prepare a draft and final memo identifying the existing market conditions and projected future market demands within the Project Area (the “Market Analysis”). The purpose of the Market Analysis is to establish parameters around the type of development or redevelopment that may be feasible in order to arrive at levels of land use densities the market could support. The Market Analysis must include a discussion of how the Town Center fits into the regional context and overall development trends. The Market Analysis must include identification of improvement to land value ratios for all properties in the Project Area, a brief demographic analysis of City area market trends including but not limited to land cost, lease rates and sales prices, population, employment and household trends, and discuss how this information impacts redevelopment potential in the Project Area. Based on Consultant’s professional opinion and considering market demand, the Market Analysis must indicate whether and where redevelopment may occur, including the type and magnitude of development and potential barriers to development based on available funding. The Market Analysis must provide a range of densities, mix of uses, and intensities that in the Consultant’s professional opinion will be economically viable, assuming no limiting factors other than economics.

Consultant shall prepare a final version of the Market Analysis, incorporating TAC, SAC, and PMT input after SAC Meeting #2.

- 2.3 **PMT Meeting #2** - Consultant shall arrange, attend, participate in as needed and conduct PMT Meeting #2. Consultant shall distribute agenda and meeting material at least one week prior to the meeting. The purpose of this meeting is to discuss Regulatory and Policy Framework Technical Memorandum, Market Analysis and prepare for Existing Conditions Traffic Analysis, Future Baseline Traffic Analysis, and Existing Conditions Report.

- 2.4 **Existing Conditions Traffic Analysis** – Consultant shall prepare a draft and final assessment of existing transportation conditions within the Project Area (the “Existing Conditions Traffic Analysis”). ODOT shall provide existing traffic counts (2 hour) for intersections along 99W (up to 5 locations) and shall obtain weekday P.M. peak period (2 hour) traffic counts at up to an additional 10 study intersections within the Project Area as determined by the City and Consultant at PMT Meeting #2. Consultant shall evaluate count data and analyze 15 study intersections, to compare the performance of the Project Area roadway system to the Regional Transportation Functional Plan table 3.08-2, ODOT, City and County operational standards for the weekday p.m. peak hour.

Consultant shall review pedestrian facilities and volumes (collected as part of the P.M. peak hour traffic counts) to determine existing system gaps, key pedestrian volume locations, and assess the quality of pedestrian facilities. Consultant shall review bicycle facilities and volumes to

determine existing system gaps and key bicycle routes. Consultant shall provide an overview of transit service within the Project Area.

Consultant shall analyze the last three years of crash data for roadways within the Preliminary Project Area. Top 10% ODOT Safety Priority Index System sites must be identified. The crash analysis at the Top 10% Safety Priority Index System locations must identify crash rates, compare with average published rates for similar facilities, identify any crash patterns, and suggest potential countermeasures based on crash patterns.

- 2.5 **Future Baseline Traffic Analysis** – Consultant shall prepare a draft and final future baseline traffic analysis (the “Future Baseline Traffic Analysis”), an analysis of year 2035 conditions in the Project Area. The Future Baseline Traffic Analysis must identify future traffic deficiencies under the existing zoning and must be developed in consultation with ODOT and the County and include the proposed methodology and documentation of relevant traffic information. Consultant shall identify future roadway volume-to-capacity operating standards deficiencies for the Project Area intersections. The Consultant shall compare the performance of the roadway system and the intersections to the Regional Transportation Functional Plan table 3.08-2, ODOT, City and County operational standards for the weekday p.m. peak hour. For each deficiency, Consultant shall clearly describe the deficiency. ODOT, City traffic engineer and Consultant shall meet (teleconference acceptable) to confirm the methodology and traffic study parameters prior to starting traffic analysis work.

Consultant shall prepare a final version of Future Baseline Traffic Analysis, incorporating TAC, SAC, and PMT input after SAC Meeting #2.

- 2.6 **Existing Conditions Report** - Consultant shall prepare a draft and final existing conditions report (the “Existing Conditions Report”) that must:
1. At a minimum include the following technical data: transportation system, storm water, sanitary sewer, water, and environmental.
  2. Evaluate existing code standards with focus on potential regulatory barriers to mixed use pedestrian friendly and transit supportive development. Include design standards, building code, and parking requirements analysis to inform the practical upper limit of built densities under current regulations.
  3. Address land use types, densities and intensities, safety, and transportation facilities, based on existing available data, including transit stops and pedestrian accessibility within the Project Area.
  4. Address the relative potential of various areas or sub-districts to develop into the desired Town Center. The analysis of existing land use from an urban design perspective must entail inventorying nodes, gateways, edges, paths, landmarks as well as assessing existing building stock, public space, and the relative capability of certain areas to redevelop or be rehabilitated based on available data and mapping and a site tour of the Project Area.
  5. Identify opportunities and constraints, including general constraints on public infrastructure financing, to determine factors that present opportunities and constraints to land use,

transportation and community goals and objectives in the Project Area. Existing Conditions Report must include an “Opportunities and Constraints Map” keyed to a corresponding table.

Consultant shall prepare a final version of Existing Conditions Report, incorporating TAC, SAC, and PMT input after SAC Meeting #2.

- 2.7 **PMT Meeting # 3** - Consultant shall arrange, attend, participate in as needed and conduct PMT Meeting #3. Consultant shall distribute agenda and meeting material at least one week prior to PMT Meeting #3. The purpose of PMT Meeting #3 is to review Existing Conditions Report, Existing Conditions Traffic Analysis, Future Baseline Traffic Analysis and prepare for TAC Meeting #2 and SAC Meeting #2.
- 2.8 **TAC Meeting #2** - City shall arrange and conduct TAC Meeting #2. Consultant shall present the Regulatory and Policy Framework Technical Memorandum, Existing Conditions Report, Market Analysis, Existing Conditions Traffic Analysis, and Future Baseline Traffic Analysis. City shall prepare meeting summary.
- 2.9 **SAC Meeting #2** - City shall arrange and conduct SAC Meeting #2. Consultant shall present the Regulatory and Policy Framework Technical Memorandum, Existing Conditions Report, Market Analysis, Existing Conditions Traffic Analysis and Future Baseline Traffic Analysis. City shall prepare meeting summary.
- 2.10 **PMT Meeting #4** – Consultant shall arrange, attend, participate in as needed and conduct PMT Meeting #4 to prepare for Open House #1. Consultant shall present draft presentation materials as needed for review by the WOCPM and the City. Consultant shall distribute agenda and meeting material at least one week prior to PMT Meeting #4.
- 2.11 **Open House #1** – City shall arrange and Consultant and City shall conduct Open House #1 to develop the concepts for consideration in Task 4 towards defining the Town Center boundary. Open House #1 must include discussion of Final Goals, Objectives, and Evaluation Criteria, the products from tasks 2.1-2.6 and must result in at least two and no more than four concepts for further development and evaluation. City shall invite PMT, TAC, SAC, and interested community members. City shall prepare meeting summary.

**City Deliverables:**

- 2A Comments on Regulatory and Policy Framework Technical Memorandum
- 2B Comments on Market Analysis
- 2C PMT Meeting #2
- 2D Comments on Existing Conditions Traffic Analysis
- 2E Comments on Future Baseline Traffic Analysis
- 2F Comments on Existing Conditions Report
- 2G PMT Meeting #3
- 2H TAC Meeting #2
- 2I SAC Meeting #2
- 2J PMT Meeting #4

2K Open House #1

**Consultant Deliverables:**

- 2A Regulatory and Policy Framework Technical Memorandum
- 2B Market Analysis
- 2C PMT Meeting #2
- 2D Existing Conditions Traffic Analysis
- 2E Future Baseline Traffic Analysis
- 2F Existing Conditions Report
- 2G PMT Meeting #3
- 2H TAC Meeting #2
- 2I SAC Meeting #2
- 2J PMT Meeting #4
- 2K Open House #1

**Task 3: Develop and Evaluate Concept Plan Alternatives**

Objective

- Develop a range of land use alternatives considering local objectives, Project Objectives and other Project needs, opportunities and constraints.
- Select recommended alternative and Town Center boundary

Subtasks

3.1 **Land Use and Transportation Alternatives** - Consultant shall develop at least two and no more than four draft and final land use and transportation alternatives (the “Land Use and Transportation Alternatives”) based on input from Open House #1 and addressing needs, opportunities, constraints and Final Goals, Objectives, and Evaluation Criteria. The Land Use and Transportation Alternatives must include scenarios that will achieve the City’s strategic goals, address Metro Town Center criteria, and address the OAR 660-012-0060 MMA definition. The Land Use and Transportation Alternatives must represent a range of potential land use densities and mix of uses. Conceptual alternatives must be developed in consultation with the PMT. Land Use and Transportation Alternatives must:

- Land use elements must be depicted in plan view with accompanying text and graphics (e.g. axonometric, elevation or perspective drawings) and descriptions sufficient, to inform public discussion and evaluation of alternatives. In order to be consistent with regional analyses, the Consultant shall use outputs from Metro-maintained data sets (i.e. housing, population, employment, etc.) which can be obtained from Metro's Data Resource Center. Consultant shall work with Metro to explore using the Context Tool to analyze land use and transportation alternatives.
- Transportation elements must include bike, pedestrian and local street connections that are sufficient to comply with updated TPR and UGMFP requirements and show which existing streets will be extended and connected to planned streets and show new off-street



connections. Transportation alternatives must be developed that address overall needs for vehicle, bicycle, pedestrian, and transit modes.

- Consultant shall perform a qualitative assessment of the alternatives to evaluate their suitability to support high capacity transit and future station locations. Consultant shall assess potential station locations based on factors consistent with regional goals and objectives for station locations, such as land use mix and densities, multi-modal access, and circulation patterns.

Consultant shall prepare final version of Land Use and Transportation Alternatives incorporating TAC, SAC, and PMT input after TAC Meeting #3.

- 3.2 **Traffic Sensitivity Analysis Report** – Consultant shall prepare a draft and final traffic sensitivity analysis report (the “Traffic Sensitivity Analysis Report”) to assess the benefits and consequences of each alternative on the transportation system. This assessment must focus on comparing traffic volume, traffic patterns, and trip distribution between the alternatives. One alternative must reflect the City’s existing 99W trip cap. The Traffic Sensitivity Analysis Report must show trip distribution and compare with the Future Baseline to measure the significance of impact. The Traffic Sensitivity Analysis Report must describe methodology and document findings of the analysis for all Land Use and Transportation Alternatives. Consultant shall prepare a final version of Traffic Sensitivity Analysis Report, incorporating TAC, SAC, and PMT input after TAC Meeting #3.
- 3.3 **PMT Meeting #5** - Consultant shall arrange, attend, participate in as needed and conduct PMT Meeting #5 to review draft Land Use and Transportation Alternatives and Traffic Sensitivity Analysis Report and prepare for SAC Meeting #3, TAC Meeting #3, and Open House #2. Consultant shall distribute agenda and meeting material at least one week prior to PMT Meeting #5; City shall prepare meeting summary.
- 3.4 **SAC Meeting #3** - City shall arrange and conduct CAC Meeting #3; Consultant shall present draft Land Use and Transportation Alternatives and Traffic Sensitivity Analysis Report. City shall prepare meeting summary.
- 3.5 **TAC Meeting #3** – City shall arrange and conduct TAC Meeting #3; Consultant shall present draft Land Use and Transportation Alternatives and Traffic Sensitivity Analysis Report. City shall prepare meeting summary.
- 3.6 **Alternatives Evaluation Report** - Consultant shall prepare a draft and final alternatives evaluation report (the “Alternatives Evaluation Report”) that considers the following:
  - a. Land Use and Transportation Alternatives in terms of the Goals, Objectives, and Evaluation Criteria as defined in Task 1.
  - b. Land Use and Transportation Alternatives in terms of the needs, opportunities, constraints as defined in Task 2..

- c. Land Use and Transportation Alternatives against City and Metro objectives and updated TPR MMA criteria and definitions
- d. A range of potential land use densities and mix of uses for the Land Use and Transportation Alternatives
- e. Results and findings of Traffic Sensitivity Analysis Report.

The Alternatives Evaluation Report must identify and discuss outstanding issues or concerns, if any, with each alternative (e.g. conflicts that may need to be addressed during the subsequent refinement task). Graphic tools to help visualize the alternatives are expected. Cost estimates to implement the alternatives must be developed at the planning level. Consultant shall prepare a final Alternatives Evaluation Report incorporating Open House, TAC, SAC, and PMT input after Steering Committee Meeting #2.

- 3.7 **Open House #2** – City shall arrange and conduct Open House #2; Consultant shall present draft Land Use and Transportation Alternatives and Alternatives Evaluation Report in order to get public input on a recommended alternative. Consultant shall prepare graphic materials sufficient to convey to the general public work completed in Task 3. City shall provide advertisement and copies of materials that are 11x17 or smaller. City shall prepare meeting summary.
- 3.8 **SAC Meeting #4** - City shall arrange and facilitate SAC Meeting #4. Consultant shall prepare meeting materials and attend SAC Meeting#4. The SAC shall review draft Alternatives Evaluation Report, review Open House #2 feedback and provide comments and recommendations on final Town Center Boundary and recommended alternative. City shall prepare meeting summary.
- 3.9 **TAC Meeting #4** – City shall arrange and facilitate TAC Meeting #4. Consultant shall prepare meeting materials as needed, and attend TAC Meeting #4. The TAC shall review draft Alternatives Evaluation Report, review Open House #2 feedback and provide comments and recommendations on final Town Center Boundary and recommended alternative. City shall prepare meeting summary.
- 3.10 **Steering Committee Meeting #2** - City shall arrange and conduct Steering Committee Meeting #2 to present Traffic Sensitivity Analysis Report, Alternatives Evaluation Report, and feedback received at the Open House and get direction on the final Town Center boundary location and recommended alternative. The Steering Committee will be asked to provide direction on recommended alternative for further evaluation. City shall prepare meeting summary.

**City Deliverables:**

- 3A Comments on Land Use and Transportation Alternatives
- 3B Comments on Traffic Sensitivity Analysis Report
- 3C PMT Meeting #5
- 3D SAC Meeting #3
- 3E TAC Meeting #3
- 3F Comments on Alternatives Evaluation Report
- 3G Open House #2

- 3H SAC Meeting #4
- 3I TAC Meeting #4
- 3J Steering Committee Meeting #2

**Consultant Deliverables:**

- 3A Land Use and Transportation Alternatives
- 3B Traffic Sensitivity Analysis Report
- 3C PMT Meeting #5
- 3D SAC Meeting #3
- 3E TAC Meeting #3
- 3F Alternatives Evaluation Report
- 3G Open House #2
- 3H SAC Meeting #4
- 3I TAC Meeting #4

**Task 4: Finalize Town Center Plan**

Objectives

- Refine the recommended alternative
- Address Metro’s 2040 plan objectives through map and text amendments to the Comprehensive Plan and zoning code where appropriate
- Synthesize data and analyses with public and agency input into coordinated, comprehensive implementation recommendations for land use, urban design, transportation, economic development, and implementation strategies.

Subtasks

- 4.1 **Traffic Analysis (Contingent Task)** – Upon written authorization of the WOCPM, Consultant shall prepare a traffic analysis to assess traffic operations within the Project Area (the 15 study intersections from Task 2.4) (the “Traffic Analysis”) for the recommended land use and transportation alternative from Task 4 for the purposes of satisfying TPR requirements. The peak hour operational results of the Traffic Analysis at the study intersections must be compared to performance standards in the 2005 TSP, County TSP, and Metro RTP. For all intersections where the analysis shows a significant traffic impact per the TPR, Consultant shall develop and analyze mitigation measures. Consultant shall evaluate the consistency of mitigation measures with Metro’s transportation functional plan, to help demonstrate the recommended alternative’s compliance with the TPR.
- 4.2 **Implementation Report** - Consultant shall prepare a draft and final implementation report (the “Implementation Report”) consisting of:
  - Refinements to Alternatives Evaluation Report, considering public and technical input from previous task.
  - Recommendations on funding sources for recommended public infrastructure improvements. Where costs cannot be feasibly covered by private development, the Implementation Report must describe alternative revenue sources and public policy tools to meet the shortfall.
  - An implementation strategy that describes implementation actions.

- In the case of transportation projects, the implementation strategy must list general cost estimates and construction priority for inclusion in the 2005 TSP (or as updated).
- The strategy must include recommendations for policy and ordinance amendments, consistent with the Draft Goals, Objectives, and Evaluation Criteria in Task 1 and supported by subsequent analysis and PMT, TAC, and SAC input.

Consultant shall prepare a final Implementation Report, incorporating PMT, TAC, SAC, Steering Committee and City Council input after City Council Work Session in Task 5

- 4.3 **PMT Meeting #6** - Consultant shall arrange, attend, participate in as needed and conduct PMT Meeting #6 to review Traffic Analysis (Contingent Task), Implementation Report and discuss preparation of Draft Sherwood Town Center Plan. Consultant shall distribute agenda and meeting material at least one week prior to the meeting. City shall prepare meeting summary.
- 4.4 **Draft Sherwood Town Center Plan** - Consultant shall prepare a draft Sherwood Town Center Plan and Implementation Strategy (the “Draft Sherwood Town Center Plan and Implementation Strategy”) document and provide to the PMT, SAC and TAC for review. The Draft Sherwood Town Center Plan and Implementation Strategy must include:
- a. Executive Summary
  - b. Alternatives Evaluation Report
  - c. Traffic Analysis
  - d. Implementation Report
- 4.5 **SAC Meeting #5** - City shall arrange and conduct and Consultant shall prepare materials for SAC Meeting #5 to present Implementation Report and Draft Sherwood Town Center Plan and Implementation Strategy and get comments and recommendations. City shall prepare meeting summary.
- 4.6 **TAC Meeting #5** – City shall arrange and conduct and Consultant shall prepare materials for TAC Meeting #5 to present Implementation Report and Draft Sherwood Town Center Plan and Implementation Strategy and get comments and recommendations. City shall prepare meeting summary.
- 4.7 **Steering Committee Meeting #3** - City shall arrange and conduct Steering Committee Meeting #3 to present the Implementation Report and the Draft Sherwood Town Center Plan and Implementation Strategy, and obtain SAC and TAC feedback. City shall prepare meeting summary.
- 4.8 **Plan and Code Amendments** - City shall prepare amendments to the comprehensive plan, zoning map, overlay district, development standards, and other development regulations as necessary to implement the Draft Sherwood Town Center Plan and Implementation Strategy. Comprehensive plan amendments must include recommended changes to the 2005 TSP to add planned transportation projects and otherwise describe the recommended transportation network. Amendments must be appropriate to be included in the City’s comprehensive plan. Consultant shall review Plan and Code Amendments and provide written comments to City.

**City Deliverables:**

- 4A Comments on Traffic Analysis (Contingent Task)
- 4B Comments on Implementation Report
- 4C PMT Meeting #6
- 4D Comments on Draft Sherwood Town Center Plan and Implementation Strategy
- 4E SAC Meeting #5
- 4F TAC Meeting #5
- 4G Steering Committee Meeting #3
- 4H Plan and Code Amendments

**Consultant Deliverables:**

- 4A Contingent: Traffic Analysis
- 4B Implementation Report
- 4C PMT Meeting #6
- 4D Draft Sherwood Town Center Plan
- 4E SAC Meeting #5
- 4F TAC Meeting #5
- 4G Comments on Plan and Code Amendments

**Task 5: Adoption**

Objectives

- Adoption of necessary amendments to implement the Sherwood Town Center Plan

Subtasks

- 5.1 **City Council Work Session** - City shall arrange and conduct a City Council Work Session to present the Draft Sherwood Town Center Plan and Implementation Strategy. Consultant shall prepare and Consultant and City shall deliver a PowerPoint presentation at the work session that summarizes the planning process and plan recommendations. City shall lead a discussion to garner input from City Council. City shall invite members of the Planning Commission, SAC and TAC. City shall record comments and provide written summary.
- 5.2 **Final Sherwood Town Center Plan** - Consultant shall prepare a final Sherwood Town Center plan and implementation strategy (the "Final Sherwood Town Center Plan and Implementation Strategy") to incorporate input from City Council Work Session and PMT. Consultant shall provide 3 hardcopies and 2 CD of Final Sherwood Town Center Plan and Implementation Strategy to both the City and WOCPM. Electronic versions must be provided in both .pdf and modifiable format.
- 5.3 **Adoption Hearings** – City shall prepare arrange and conduct Adoption Hearings including staff report and analysis. Consultant shall provide technical support.
- 5.4 **Final Revisions** – Consultant shall provide technical support, as needed, addressing City Planning Commission and City Council recommendations for final policy or code amendments necessary to implement the Sherwood Town Center Plan.

**City Deliverables:**

- 5A City Council Work Session
- 5B Comments on Final Sherwood Town Center Plan and Implementation Strategy
- 5C Adoption Hearings

**Consultant Deliverables:**

- 5A City Council Work Session
- 5B Final Sherwood Town Center Plan
- 5C Adoption Hearings
- 5D Final Revisions

**CITY DELIVERABLES BUDGET**

<b>Task #</b>	<b>Fee</b>
Task 1 – Project Kick-off	\$8,800
Task 2 – Existing Conditions and Market Analysis	\$5,300
Task 3 – Develop and Evaluate Concept Plan Alternatives	\$14,300
Task 4 – Finalize Town Center Plan	\$6,800
Task 5 – Adoption	\$6,700
<b>Total</b>	<b>\$41,900</b>
* Amounts include match	

**Consultant Deliverable Table**

<i>Task</i>	<i>Description</i>	<i>Total Fixed Amount Per Deliverable</i>	<i>Schedule</i>
<b>1</b>	<b>Project Kick-off</b>		
1A	Comments on Project Web Site	\$100	
1B	Project Schedule	\$400	
1C	Draft Goals, Objectives and Evaluation Criteria	\$2950	
1D	Comments on Public Involvement Plan	\$100	
1E	PMT Meeting #1	\$1,100	
1F	Land Use and Transportation Base Maps	\$1,800	
1G	Stakeholder Interviews	\$1,750	
1H	Joint TAC Meeting #1 and SAC Meeting #1	\$700	
1I	Final Goals, Objectives, and Evaluation Criteria	\$1,100	
	<b>Task 1</b>	<b>\$10,000</b>	<b>July 2012</b>

<i>Task</i>	<i>Description</i>	<i>Total Fixed Amount Per Deliverable</i>	<i>Schedule</i>
<b>2</b>	<b>Existing Conditions and Market Analysis</b>		
2A	Regulatory and Policy Framework Technical Memorandum	\$3,350	
2B	Market Analysis	\$8,550	
2C	PMT Meeting #2	\$1,750	
2D	Existing Conditions Traffic Analysis	\$10,200	
2E	Future Baseline Traffic Analysis	\$10,050	
2F	Existing Conditions Report	\$8,650	
2G	PMT Meeting #3	\$1,600	
2H	TAC Meeting #2	\$2,000	
2I	SAC Meeting #2	\$1,900	
2J	PMT Meeting #4	\$1,600	
2K	Open House #1	\$3,900	
	<b>Task 2</b>	<b>\$53,550</b>	<b>October 2012</b>
<b>3</b>	<b>Develop and Evaluate Concept Plan Alternatives</b>		
3A	Land Use and Transportation Alternatives	\$14,600	
3B	Traffic Sensitivity Analysis Report	\$4,600	
3C	PMT Meeting #5	\$1,300	
3D	SAC Meeting #3	\$1,750	
3E	TAC Meeting #3	\$1,750	
3F	Alternatives Evaluation Report	\$7,850	
3G	Open House #2	\$4,000	
3H	SAC Meeting #4	\$1,750	
3I	TAC Meeting #4	\$1,750	
	<b>Task 3</b>	<b>\$39,350</b>	<b>January 2013</b>
<b>4</b>	<b>Finalize Town Center Plan</b>		
4A	<i>(Contingent task) Traffic Analysis</i>	\$10,550	
4B	Implementation Report	\$8,000	
4C	PMT Meeting #6	\$1,150	
4D	Draft Sherwood Town Center Plan	\$9,450	
4E	SAC Meeting #5	\$1,750	
4F	TAC Meeting #5	\$1,450	
4G	Comments on Plan and Code Amendments	\$3,850	
	<b>Task 4</b>	<b>\$36,200</b>	<b>March 2013</b>

<i>Task</i>	<i>Description</i>	<i>Total Fixed Amount Per Deliverable</i>	<i>Schedule</i>
<b>5</b>	<b>Adoption</b>		
5A	City Council Work Session	\$1,100	
5B	Final Sherwood Town Center Plan	\$7,500	
5C	Adoption Hearings	\$200	
5D	Final Revisions	\$200	
	<b>Task 5</b>	<b>\$9,000</b>	<b>April 2013</b>
	<b>Total Non-Contingency</b>	<b>137,550</b>	
	<b>Total Contingency</b>	<b>10,550</b>	
	<b>TOTAL</b>	<b>148,100</b>	

**P CONTINGENCY TASKS**

Table 1 is a summary of contingency tasks that Agency, at its discretion, may authorize Consultant to produce. Details of the contingency tasks and associated deliverables are stated in the Task section of this SOW. Consultant shall complete only the specific contingency task(s) identified and authorized via written (email acceptable) Notice-to-Proceed (“NTP”) issued by WOCPM.

If Agency chooses to authorize some or all of these tasks, Consultant shall complete the authorized tasks and deliverables per the schedule identified for each task. The NTP will include the contingency task name and number, agreed-to due date for completion and NTE for the authorized contingency task.

Each contingency task is only billable (up to the NTE amount identified for the task) if specifically authorized per NTP. In the table below, the NTE amount for a contingency task includes all labor, overhead, profit, and expenses for the task. The funds budgeted for contingency tasks may not be applied to non-contingency tasks without an amendment to the WOC/Contract. The total amount for all contingency tasks authorized shall not exceed the maximum identified in the table below. Each authorized contingency task must be billed as a separate line item on Consultant’s invoice.

**Table 1--CONTINGENCY TASK SUMMARY**

Contingency Task Description	Method of Compensation	Total NTE Amount
4A Traffic Analysis	Lump Sum per Deliverable	\$10,550
<b>Total For All Contingency Tasks:</b>		<b>\$10,550</b>



**Q Summary Report of Subcontractors Paid**

Consultant shall submit (via fax, scanned and sent via e-mail, or hard copy delivery) a completed, signed "Summary Report of Subcontractor's Paid" 734-2722 (pdf) " form 734-2722 to WOCPM certifying that payment was made to all certified and non-certified subcontractors or suppliers (**required for all Projects that include subs, regardless of funding or whether or not a DBE goal or MWESB Aspirational Target is assigned**). The form is available from the Internet at: <http://www.odot.state.or.us/forms/odot/highway734/2722.pdf> or from the Office of Civil Rights at 503-986-4350. Submit the form when a progress or final payment has been made to each subcontractor or supplier or when any held retainage is returned to a subcontractor or supplier. Submit the form no later than the fifth day of each month following date payment was made to a subcontractor or supplier. At the completion of the Project, Consultant shall submit a final Summary Report of Subcontractors Paid form (marked as "FINAL REPORT") indicating the total amounts paid to all subcontractors and suppliers. WOCPM will review the report, reconcile any discrepancies with Consultant, and forward to Region Civil Rights staff.

**EXHIBIT B (Local Agency or State Agency)**

**CONTRACTOR CERTIFICATION**

Contractor certifies by signing this contract that Contractor has not:

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

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

**AGENCY OFFICIAL CERTIFICATION (ODOT)**

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

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

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

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**EXHIBIT C**

Federal Provisions  
Oregon Department of Transportation

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

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

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;</li><li>2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a</li></ul> | <p>criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;</p> |
|--|--|

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

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

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

**EXCEPTIONS:**

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

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

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

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

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

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

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

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

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

- Appendix B of 49 CFR Part 29 -

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

##### Instructions for Certification

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

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

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

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

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

**IV. EMPLOYMENT**

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

entitled to rely on the accuracy, competence, and completeness of Contractor's services.

**V. NONDISCRIMINATION**

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

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
  - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

- without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
- b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such

direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

#### VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

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

#### DBE POLICY STATEMENT

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

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

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

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

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

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

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

#### CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL   0   %

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

#### VII. LOBBYING

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

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

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

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

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

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

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

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