



RESOLUTION 2013-037

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE OREGON DEPARTMENT OF TRANSPORTATION (ODOT) TO RECEIVE TRANSPORTATION GROWTH MANAGEMENT (TGM) FUNDS TO PERFORM AN UPDATE OF THE CITY OF SHERWOOD TRANSPORTATION SYSTEM PLAN (TSP)

WHEREAS, on January 1, 2012, the State of Oregon adopted amendments to the Oregon Administrative Rule 660-012-005 and 0060, regarding the State Transportation Planning Rules (TPR); and

WHEREAS, Metro adopted Ordinance No.10-1241B amending the 2035 Regional Transportation Plan (RTP) which establishes a comprehensive policy direction for the regional transportation system and recommends a balanced program of transportation investments to implement that policy direction; and

WHEREAS, Metro's RTP is updated every four years, as required by federal law, and may be amended as necessary in response to changing local conditions and newly adopted plans, and to be eligible to build a project with federal funds projects must first be amended into the RTP; and

WHEREAS, as required by law jurisdiction agencies are required to bring their existing Transportation System Plans (TSP) into compliance with the requirements of the updated State of Oregon TPR and Metro 2035 RTP, and are given a 2-year time period to conduct said updates; and

WHEREAS, the current City TSP was adopted in March 2005, and was based on data developed in 2003, which indicates that the City is currently performing transportation planning with data that is between seven and eleven years old; and

WHEREAS, TSP's are recommended to be updated every 5 years to reflect changes in policies and assumptions; and

WHEREAS, to perform the TSP update the City submitted for and was awarded a TGM Grant conditioned on execution of an IGA with ODOT; and

WHEREAS, the City and ODOT have selected through a competitive process administered by ODOT, the transportation engineering firm DKS & Associates to perform consultant services for the City's TSP update; and

WHEREAS, the City, ODOT and the consultant have negotiated a Scope of Work (SOW) and budget consistent with the TGM grant award of \$151,000; and

WHEREAS, the City must enter into an IGA with ODOT prior to a Notice to Proceed (NTP) being issued and work being charged to the project; and

WHEREAS, through the signing of the IGA the City is committed to completing the TSP update and is also committed to providing local staff and resources to meet the required local match of \$22,724, which is 13% of the total project cost of \$173,724; and

WHEREAS, it is in the best interests of the City of Sherwood and its residents to have an updated TSP which is in conformance with the TPR.

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

Section 1: The City Manager is authorized to sign the IGA, attached as Exhibit A 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 6th day of August 2013.



Bill Middleton, Mayor

Attest:



Sylvia Murphy, CMC, City Recorder

EXHIBIT A

TGM Grant Agreement No. 29551
TGM File Code 1C-12
EA # TG13LA06

INTERGOVERNMENTAL AGREEMENT City of Sherwood, Transportation System Plan Update

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 Moving Ahead for Progress in the 21st Century (“MAP-21”) funds. Local funds are used as match for MAP-21 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, 2014 ("Termination Date").

B. Grant Amount. The Grant Amount shall not exceed \$133,900.

C. City's Amount. The City's Amount shall not exceed \$0.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$133,900.

E. City's Matching Amount. The City's Matching Amount is \$22,724 or 14.51% 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 cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall submit cost reports for 100% of City's Federally Eligible Costs.

C. **Reserved**

D. **Reserved**

E. **Reserved**

F. ODOT shall limit reimbursement of, or use as part of the City's Matching Amount, 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 Moving Ahead for Progress in the 21st Century ("MAP-21"), 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) or any of the City's Matching Amount that is applied to the Project pursuant to Section 3.A to substitute for an equal amount of federal MAP-21 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) [Reserved].

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.

TGM Grant Agreement No. 29551
TGM File Code 1C-12
EA # TG13LA06

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: _____

Contact Names:

Robert Galati
City of Sherwood
22560 SW Pine Street
Sherwood, OR 97140
Phone: 5039252303
Fax: 503-625-0629
E-Mail: galatib@sherwoodoregon.gov

Ross Kevlin, Contract Administrator
Transportation and Growth Management Program
123 NW Flanders
Portland, OR 97209-4037
Phone: 503-731-8232
Fax: 503-731-3266
E-Mail: ross.p.kevlin@odot.state.or.us

**TGM 1C-12
 City of Sherwood
 Transportation System Plan Update**

Name: Address: Phone: Fax: Email:	<u>Agency Work Order Contract Project Manager (WOCPM)</u> Ross Kevlin ODOT Region 1 123 NW Flanders Portland, OR 97209-4037 503-731-8232 503-731-3266 Ross.p.kevlin@odot.state.or.us	Name: Address: Phone: Fax: Email:	<u>Consultant Project Manager</u> Chris Maciejewski DKS Associates 720 SW Washington, Suite 500 Portland, OR 97205 503-243-3500 503-843-1934 cms@dksassociates.com
Name: Address: Phone: Fax: Email:	<u>City Project Manager</u> Robert Galati City of Sherwood 22560 SW Pine Street Sherwood, OR 97140 503-925-2303 503-625-0629 galatib@sherwoodoregon.gov		

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:

“PROJECT COOPERATION

This statement of work 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 work assigned to other entities are not Consultant’s obligations under this WOC, but shall be obtained by Agency through separate intergovernmental agreements which contain a statement of work that is the same as or similar to this statement of work. The obligations of entities in this statement of work 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 assigned to a subcontractor shall be construed as being 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 statement of work 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 statement of work.
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 1, 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 statement of work, 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.”

Definitions

Agency/ODOT – Oregon Department of Transportation
CAC –Citizen Advisory Committee
City – City of Sherwood
RTFP – Regional Transportation Functional Plan
RTP – Regional Transportation Plan
SPIS – Safety Priority Index System
TAC – Technical Advisory Committee
TSP – Transportation System Plan
WOCPM – Work Order Contract Project Manager

Project Purpose and Transportation Relationship and Benefit

The City of Sherwood (City) is undertaking this project to update its Transportation System Plan (TSP) to revise plans, policies, project lists and implementing ordinances to incorporate recently developed facility plans and adopted amendments, to identify new improvements for pedestrian, bicycle, transit and roadway facilities, and to address new requirements for local TSPs required in the updated Regional Transportation Plan (RTP) and its associated Regional Transportation Functional Plan (RTFP). The City’s current TSP was adopted in 2005, and to date has had six amendments since adoption.

Project Area

The Project Area consists of the area inside the Sherwood Urban Growth Boundary limits (see attached map).

Background

Metro, Oregon Department of Transportation (ODOT), and local partners are in the process of working on the Southwest Corridor Plan, which addresses local growth aspirations through transit-supportive land uses and development, analyzes transportation needs, gaps and deficiencies, and will identify High Capacity Transit, Active Transportation, and Roadway improvements on state, county and local systems in the corridor traversing the cities of Portland, Tigard, Tualatin, and Sherwood. Sherwood staff is representing the City in that project, and will serve as the liaison between the Corridor Plan and TSP Update. It is intended that all agreed upon solutions identified in the Southwest Corridor Plan be incorporated into the TSP Update project list as the TSP Update timeline allows.

In addition, the City is also in the process of developing a Town Center Plan which will identify Town Center boundaries and opportunities and constraints for the successful development of Sherwood's Town Center, and create a strategy for implementation of the Town Center Plan. The Town Center Plan will establish modifications to land uses and a multimodal transportation network that will be supportive of Metro's 2040 Growth Concept and Urban Growth Management Functional Plan. Town Center Plan recommendations regarding transportation improvements will be incorporated into the TSP Update.

The City intends that the TSP Update Project produces neither a brand-new, "from scratch" TSP, nor a simple fill-in-the-blank update of the 2005 TSP. Instead, the City desires the Project to refine the 2005 TSP into a more concise, user-friendly document that separates key elements of the plan from supporting materials and information, and eliminates extraneous background information. This is expected to entail some degree of editing and reorganizing the document for clarity and readability. Also, the TSP Update will clarify in the City's plan, code and standards documents, as necessary, that TSP decisions identify the mode, function, typical cross-sections, and general location of transportation improvements, whereas project development and development review decisions implement the TSP subject to engineering judgment and site-specific considerations.

Project Objectives

- Adopt a TSP Update that meets the requirements of state and regional requirements, including the *Oregon Transportation Plan*, *Oregon Highway Plan*, the Transportation Planning Rule, and the Metro RTP, Metro Transportation and Growth Management Functional Plans, Metro State of Safety Report, and Title VI of the Civil Rights Act of 1964 (Title VI).

- Incorporate recommendations of the Southwest Corridor Plan, and maintain the mobility of State Highway 99W.
- Update the 2005 TSP to address the 2035 horizon year, confirm the goals and policies of the City's adopted Comprehensive Plan, and identify amendments to the Comprehensive Plan, the development code, and the Engineering Design and Standard Detail Manual necessary to implement the TSP Update.
- Review relevant plans, inventory transportation network and facility projects completed subsequent to the 2005 TSP, conduct additional inventories as needed, identify transportation needs, gaps, and deficiencies for all modes, and identify necessary projects to meet identified needs.
- Obtain public input on needs and solutions for transportation for each mode of travel consistent with Statewide Planning Goal 1 for Public Participation. Conduct an outreach program that reaches all segments of the community, and ensures the Project complies with Title VI of the Federal Civil Rights Act.
- Identify needs and determine options for meeting identified needs for all modes of travel and all transportation user groups.
- Plan improvements to the local street and bicycle/pedestrian network to reduce local trips on arterial streets. Identify gaps and barriers in the street network (including local streets) that require excessive out-of-direction travel that discourages biking and walking, and generally discuss opportunities and constraints to bridging the gaps and barriers.
- Evaluate pedestrian facility needs, particularly for safe routes to school and access to key community activity centers including shopping areas and parks. Consider pedestrian crossing needs and design options for arterial and collector roadways.
- Identify City comprehensive plan and development code changes necessary to implement the TSP Update. Ensure that transportation impacts and availability of facilities is linked to land development processes.
- Ensure the TSP Update is a concise, user-friendly document, and includes caveats to the plan, code and street standards manual discussing the need to consider site-specific issues and apply engineering judgment during project development and development review.
- Ensure the TSP Update is financially realistic.
- Generate a transportation financing program as required by the Transportation Planning Rule, Oregon Administrative Rule 660-012-0040, including a list of Capital Improvement Projects to implement the TSP Update. The updated TSP must include prioritized project lists, with general planning level cost estimates, for all planned improvements.

Expectations

Expectations about Written and Graphic Deliverables

All Consultant text products must be produced in Word and maps must be produced in ArcGIS (or compatible software) and PDF format. All Consultant deliverables must be provided simultaneously in electronic version to City and ODOT's Work Order Contract Project Manager (WOCPM) one week in advance of the scheduled Technical Advisory Committee (TAC) or Citizen Advisory Committee (CAC) meeting. **The City shall distribute the electronic deliverables to the TAC and CAC members in advance of the committee meetings.**

Consultant shall prepare plans and amendments to plans as draft final policy statements of the local government and shall not include language such as "it is recommended..." or "the City should" Consultant shall prepare new and amended code language as draft final regulatory statements of City. Draft final plan, plan amendments, code, and code amendments must include all necessary amendments or deletions to existing City plans or code to avoid conflicts and enable full integration of proposed plan with existing City documents.

City shall collect, prepare, and provide to Consultant one adjudicated set of written City comments on the Draft deliverables. Consultant shall revise draft deliverables based on comments received.

Expectations about Meetings

All TAC and CAC meetings will be held at the City of Sherwood in the City Council Chamber. City shall provide logistics such as reserving and preparing the room on the scheduled committee meeting dates for TAC, CAC, City Planning Commission, and City Council meetings.

Consultant shall have primary responsibility for facilitation of meetings and public events and taking meeting minutes, unless otherwise stated.

Work Approach

Task 1: Public Involvement and Interagency Coordination

Objectives

- Ensure an open planning process that solicits and considers input from direct stakeholders and community members.
- Ensure the project is coordinated with agency stakeholders, including the City, Tualatin Valley Fire and Rescue, City of Tigard, City of Tualatin, Washington County, Tri-Met, ODOT, and Metro.
- Ensure good project management through internal team coordination.

Methodology

- 1.1 TAC and CAC Rosters - City shall identify representatives to comprise a TAC and CAC. The TAC must consist of representatives from affected jurisdictions, as well as departments of the City, to provide a technical and policy review of draft materials. The TAC should include representatives from the City of Sherwood, the City of Tigard, the City of Tualatin, Tualatin Valley Fire and Rescue, Washington County, Tri-Met, ODOT, and Metro. The CAC's purpose is to provide community review and input on interim and final products, to help ensure products are consistent with community desires. City shall develop and confirm TAC and CAC rosters.
- 1.2 Project Management Team Meetings Roster – City shall identify members of the Project Management Team. City, Consultant and ODOT shall participate in up to four Project Management Team Meetings throughout Project to discuss and coordinate work program and deliverables. Project Management Team Meetings are not deliverables themselves, but are necessary for project management; the cost of Consultant attendance is reflected in the cost of other Consultant deliverables. City Project Manager shall determine, subject to WOCPM approval, how many and when Project Management Team Meetings are held.
- 1.3 Publicity Materials - Consultant shall write and City shall review Publicity Materials to publicize the TSP Update efforts to the community. Materials must include a letter to stakeholders, and an article for publication in City newsletter. The letter and article must describe the TSP Update's objectives and public involvement opportunities, and encourage participation. City shall mail the letter to stakeholders and address outreach to Title VI populations. City shall create a project page on the City's website (including opportunities for submitting comments via the website). The Consultant shall log comments, provide a summary of comments to the PMT, and respond to frequently asked questions or comments on a monthly basis.
- 1.4 Organizational Meeting – City, WOCPM, and Consultant shall attend an Organizational Meeting at the City of Sherwood to coordinate schedules for meetings, workshops, and project publicity. As part of Organizational Meeting, Consultant shall prepare tentative working schedule for review and a revision of same after the Organizational Meeting. The working schedule must outline the target dates for project meetings and completing project tasks.
- 1.5 Progress and Close-Out Reports – City shall provide Progress and Close-Out Reports throughout Project as stated in the Intergovernmental Agreement.
- 1.6 Background Information – City shall compile and provide available Background Information to Consultant relevant to updating the 2005 TSP. Background information at a minimum, must include the following (unless it is available electronically via the City website):
 - Sherwood 2005 TSP

- Sherwood Comprehensive Plan
- Area 59 Concept Plan
- Brookman Area Concept Plan
- Adams Avenue North Concept Plan
- Tonquin Employment Area Concept Plan
- Transportation System Plan Amendments: Cannery Square PUD and Cedar Brook Way TSP amendment
- Sherwood Zoning and Development Code and City Engineering Design and Standard Details Manual.
- Sherwood Capital Improvement Plan
- Baseline GIS data for creation of base maps.
- Baseline data on transportation system revenues (from federal, state and local sources) and expenses (for maintenance and capital projects).
- Sherwood Town Center Plan
- Sherwood Budget and Revenue Summaries
- Sherwood Parks Master Plan
- Sherwood Urban Renewal Plan

City Deliverables

- 1.1 TAC and CAC Rosters
- 1.2 Project Management Team Roster
- 1.3 Review and comment on Publicity Materials
- 1.4 Organizational Meeting attendance
- 1.5 Progress and Close-Out Reports
- 1.6 Background Information
- 1.7 Review and comment on Task 1 deliverables

Consultant Deliverables

- 1.1 Publicity Materials
- 1.2 Organizational Meeting, including tentative and revised working schedule

Task 2: Existing Conditions, Plans and Policies

Objectives

- Document existing transportation facilities and land use designations that should be considered in updating 2005 TSP.
- Identify local, regional and state plans and policies affecting TSP Update development and implementation.
- Identify criteria for evaluating and identifying TSP Update solutions.

Methodology

- 2.1 Base Maps -- Consultant shall prepare Base Maps of Project Area depicting property lines, streets, existing plan and zone designations, and right-of-way lines. For major facilities (e.g., arterials and collectors), Base Maps must include locations where pedestrian or bicycle facilities do not meet standard widths, general curb-to-curb dimensions, travel lane area configuration including travel lanes, bike lanes and marked crosswalks, bike and pedestrian accessways, signal locations, transit stops, medians, railroads, obstacles such as steep slopes and known wetlands, and major land use attractors such as commercial zones, parks and schools. To-scale aerial photography may be used to show travel lane configurations, curb-to-curb dimensions, and median locations. Base Maps must be in a GIS-compatible data format. Base Map must be developed so that map layers may be used in subsequent tasks, for example to produce modal maps for the TSP Update.
- 2.2 Plan and Policy Summary Report – Consultant shall review plans and policies affecting the TSP Update, and produce a draft and revised assessment highlighting conflicts, changed conditions, data gaps, and revision needs.

Plans and policies that must be considered include the 2005 TSP, Transportation Planning Rule, Oregon Transportation Plan, Oregon Statewide Planning Goals, Oregon Access Management Rule (OAR 734-051), the Oregon Highway Plan, ODOT Highway Design Manual, the RTP, RTFP, Metro State of Safety Report, Metro 2040 Growth Concept, Metro transportation and urban growth management functional plans, Washington County Transportation System Plan, TriMet Transit Investment Plan, plans for facilities within the City (e.g. Southwest Corridor Plan, I-5-99W Connector Study, Tualatin-Sherwood Road Improvements, Ice Age Tonquin Trail Master Plan), and City plans as listed in Task 1.6. The assessment must generally describe actions that must be taken to address plan and policy requirements (e.g. whether policies require mandatory actions or consideration of actions, whether actions are to be implemented through the TSP or development ordinances).

Consultant shall revise Plan and Policy Summary Report after Task 2 meetings to reflect TAC and CAC comments.

- 2.3 Planning Commission Briefing #1 - City shall arrange and introduce the project and project team at a Planning Commission Work Session. Consultant shall prepare and present an Introduction to Transportation System Plans presentation, answer questions, and take notes of meeting.
- 2.4 Existing Conditions Report – Consultant shall review base maps and crash data, to produce a draft and revised report summarizing existing conditions of the transportation system.
- i. Existing Conditions Report must include a review of the most recent five years of crash data for the City, including identification of locations where crashes occurred involving pedestrians, bicycles, or resulted in a fatality. Safety needs identified by ODOT for ODOT Top 10% and Top 5% Safety Priority Index System (SPIS) locations will be summarized. Safety needs at Washington County SPIS locations will be summarized, including identification of key crash patterns and which locations may be affected by further traffic growth.
 - ii. Consultant shall identify existing bicycle and pedestrian facilities and gaps and deficiencies in the bicycle/pedestrian system (i.e. locations where barriers or a lack of connections require excessive out-of-direction travel, or where existing facilities are substandard), including local streets and off-street facilities, and including safe pedestrian crossings and controlled crossings on major arterials.
 - iii. Consultant shall assess the spacing of existing arterial and collector streets against the spacing targets specified in section 3.08.110 of the RTFP, and identify locations where targets are not met.
 - iv. Consultant shall provide a summary description and maps of public transportation, freight routes (as designated by ODOT and Washington County), air transportation, and pipeline transportation facilities running through or serving Sherwood. The transit system element and map must include all elements required in the RTFP, section 3.08.120.A and B.1.
 - v. Using baseline revenue and expense data from the City and data from Metro, Consultant shall quantitatively document and generally describe historic local, regional, and state transportation system funding sources available to the City, and shall apply trend and growth estimation to forecast total transportation system funding and maintenance expenses to 2035. Additionally, report must discuss potential new transportation system funding sources, including debt financing, and discuss the pros, cons, applicability and trade-offs of each.
 - vi. Existing Conditions Report must include narratives and maps (scalable so as to be overlaid) depicting existing sidewalks (distinguishing if on one side or both sides of street), existing bike facilities, existing off-street access ways, the existing arterial/collector network, transit routes, freight system and major trip attractors and

essential destinations such as transit stops, shopping centers, schools, hospitals, medical centers, grocery stores, and social service centers.

- vii. Consultant shall collect weekday PM peak period intersection turn-movement counts at up to 10 intersections to update historic traffic count data and to aid in future forecasting tasks. PMT shall review and approve the locations where counts will be collected.

Draft Existing Conditions Report must be revised after Task 2 meetings to reflect TAC and CAC comments.

- 2.5 TAC Meeting #1 - City shall arrange TAC Meeting #1 to present Base Map, Existing Conditions, and Plan and Policy Summary Reports. Consultant shall facilitate the meeting and present Consultant Task 2 deliverables. Consultant shall document participant comments and provide a written summary to WOCPM and City.
- 2.6 CAC Meeting #1 - City shall arrange CAC Meeting #1 to present drafts of Base Map, Existing Conditions Report, and Plan and Policy Summary Report. Consultant shall facilitate the meeting and present Consultant Task 2 deliverables. Consultant shall document participant comments and provide a written summary to WOCPM and City.

City Deliverables

- 2.1 Planning Commission Briefing #1
2.2 TAC Meeting #1
2.3 CAC Meeting #1
2.4 Review and comment on Task 2 deliverables

Consultant Deliverables

- 2.1 Base Maps
2.2 Plan and Policy Summary Report
2.3 Planning Commission Briefing #1
2.4 Existing Conditions Report
2.5 TAC Meeting #1 and written summary.
2.6 CAC Meeting #1 and written summary.

Task 3: Needs, Opportunities, Constraints and Tools

Objectives

- Identify transportation system needs that must be addressed in the TSP Update including gaps in the bike and pedestrian system, poor connectivity, and facility plans developed since the 2005 TSP document was adopted.

- Identify needs the TSP update must address to comply with requirements of the Metro RTP and associated RTFP, section 3.08.210.
- Identify issues the TSP Update must address to account for incorporation of previous TSP amendments, Town Center Plan development, and Urban Growth Boundary concept plan findings.
- Develop criteria for identifying and evaluating projects, implementation measures, and other elements of the TSP Update.
- Identify general opportunities, constraints, and tools to establish new street or accessway connections in gap locations identified in the prior task to enhance system connectivity, both for bicyclists and pedestrians, and to address local street, arterial and collector spacing targets per the RTFP.

Methodology

- 3.1 Needs, Opportunities, Constraints and Tools Report -- Consultant shall produce a draft and revised Needs, Opportunities, Constraints and Tools Report to evaluate the existing transportation system and 2005 TSP and development code and identify needs the TSP Update must address, as well as potential solutions. Needs, Opportunities, Constraints and Tools Report must include:
- An evaluation of the 2005 TSP and development code considering plan, policy and regulatory requirements identified in the Plan and Policy Summary Report.
 - An evaluation of the existing multi-modal transportation system. Consultant shall develop a peak hour mesoscopic focus area model for Sherwood utilizing Metro's latest Regional Travel Demand Model (Gamma). The mesoscopic focus area will include traffic assignment utilizing Highway Capacity Manual node delay methodologies and be used to identify constraints in the operation of the roadway system (i.e., intersection bottleneck locations). Multi-modal needs that must be addressed in developing the TSP Update (i.e., for the street, bike, pedestrian, freight and transit systems), including needs to comply with policy and regulatory requirements identified above, will be described. Performance measures required to meet RTFP requirements will be evaluated, including Vehicle Miles Travelled per capita, Vehicle Hours of Delay on freight corridors, overall system Vehicle Hours of Delay, and non-single occupant vehicle percentages by transportation analysis zones. Transportation system needs must be expressed in text and graphics sufficient to describe the location and extent of needs (e.g., segments on arterials or collectors missing crossings, bike lanes or sidewalks).
 - A discussion of tools and methods that may potentially address identified needs, including their general applicability, pros, cons and trade-offs. For example, where constraints could preclude construction of a planned bike or pedestrian facility, a

method to address the underlying need would be the consideration of alternative, unconstrained routes.

- Identification of opportunities and constraints to address and resolve identified needs. This must include a discussion of opportunities and constraints for each of the bike/pedestrian and arterial/collector gap locations identified in the Existing Conditions Report. Consultant shall complete a GIS analysis to evaluate walking and bicycling priority areas (based on proximity to key generators as identified by the PMT).
- Criteria for evaluating potential solutions consistent with the hierarchy of solutions described in RTFP 3.08.220 to determine which are most appropriate for prioritization and inclusion in the TSP Update.

Draft Needs, Opportunities, Constraints and Tools Report must be revised after Task 3 meetings to reflect comments from TAC and CAC.

- 3.2 TAC Meeting #2 - City shall arrange TAC Meeting #2 to present draft Needs, Opportunities, Constraints and Tools Report. Consultant shall attend and facilitate meeting to present Consultant Task 3 deliverables. Consultant shall document participant comments and provide a written summary to WOCPM and City.
- 3.3 CAC Meeting #2 - City shall arrange CAC Meeting #2 to present draft Needs, Opportunities, Constraints and Tools Report. Consultant shall attend and facilitate meeting to present Consultant Task 3 deliverables. Consultant shall document participant comments and provide a written summary to WOCPM and City.
- 3.4 Open House #1 - City shall arrange Open House #1 to share information from the draft Needs, Opportunities, Constraints and Tools Report and collect public input. Consultant shall prepare informational materials (e.g., posters) and facilitate the Open House event. Consultant shall prepare a summary of public input.

City Deliverables

- 3.1 TAC Meeting #2
- 3.2 CAC Meeting #2
- 3.3 Open House #1
- 3.4 Review and comment on Task 3 deliverables

Consultant Deliverables

- 3.1 Needs, Opportunities, Constraints and Tools Report
- 3.2 TAC Meeting #2 and written summary notes.
- 3.3 CAC Meeting #2 and written summary notes.
- 3.4 Open House #1

Task 4: Project Selection and Prioritization

Objectives

- Select the best solutions to address needs
- Prioritize projects considering available funding

Methodology

- 4.1 Project Options Memo – Consultant shall prepare a draft and revised Project Options Memo including a list of potential projects addressing the needs identified in the Needs, Opportunities, Constraints and Tools Report, and considering results from the modeling of alternatives packages for the Southwest Corridor Plan. Project Options Memo must describe how each identified project responds to an identified need, and for locations or needs where there is more than one feasible project, Project Options Memo must describe the advantages and disadvantages for each option.
- Consultant shall seek comment from the TAC and PMT, which may be by phone or e-mail, on the list of potential projects prior to modeling selected motor vehicle projects. Consultant shall run the focus area mesoscopic model including selected motor vehicle projects to evaluate mobility. Project Options Memo must document model run results.
- Project Options Memo must include planning level cost estimates for all potential projects, and must recommend a prioritized projects list or lists reflecting the criteria developed in Task 3, consistent with the “hierarchy” of solutions described in RTFP section 3.08.220, and reflecting likely available funding as described in the transportation system funding and expense forecasts in the Existing Conditions Report. Draft Project Options Memo must be revised after Task 4 meetings to reflect comments from TAC and CAC.
- 4.2 TAC Meeting #3 -- City shall arrange and Consultant shall facilitate TAC Meeting #3 to present Project Options Memo and make project selection recommendations and recommended prioritization of projects. Consultant shall present Consultant Task 4 deliverables. Consultant shall document participant comments.
- 4.3 CAC Meeting #3 -- City shall arrange and Consultant shall facilitate CAC Meeting #3 to present Project Options Memo and review TAC recommendations on project selection and prioritization. Consultant shall document participant comments.
- 4.4 Open House #2 - City shall arrange Open House #2 to share information from the Project Options Memo and collect public input. Consultant shall prepare informational materials (e.g., posters) and facilitate the event. Consultant shall prepare a summary of public input.

- 4.5 Joint City Council/Planning Commission Briefing - City shall arrange and conduct a joint City Council/Planning Commission Work Session to share information from the Project Options Memo and public input. Consultant shall prepare and present a summary of the Project Options Memo and project recommendations and priorities.

City Deliverables

- 4.1 TAC Meeting #3
- 4.2 CAC Meeting #3
- 4.3 Open House #2
- 4.4 Joint City Council/Planning Commission Briefing
- 4.5 Review and comment on Task 4 deliverables

Consultant Deliverables

- 4.1 Project Options Memo
- 4.2 TAC Meeting #3 and written summary notes
- 4.3 CAC Meeting #3 and written summary notes
- 4.4 Open House #2
- 4.5 Joint City Council/Planning Commission Briefing

Task 5: TSP Recommendations and Adoption

Objectives

- Develop recommendations for updating the 2005 TSP.
- Ensure technical soundness and public acceptance of TSP Update recommendations
- Develop adoption-ready materials for plan and code and TSP Update amendments and implementation tools.
- Conduct hearings to adopt recommended TSP Update and ordinance amendments and implementation tools.

Methodology

- 5.1 Draft TSP Update - Consultant shall prepare a draft TSP Update, containing prioritized plans, projects and facility design standards which address roadway, bicycle, pedestrian and transit needs. The project lists must identify the need or needs each project is intended to address. Projects, plans and facility design standards must be described in text and graphics, in a manner that may be adopted through a TSP amendment, and include a planning-level cost estimate and construction prioritization. Consultant shall prepare an annotated outline of the draft TSP Update for PMT review prior to preparing the draft TSP Update.

The TSP Update must include a summary of the considerations leading to the selection of the prioritized project lists, as well as findings to support any motor vehicle capacity improvements. The TSP Update must include functional classifications and planned and

financially constrained networks for all modes, and must include performance targets consistent with RTPF section 3.08.230. TSP policies must be updated as necessary to support and reflect changes elsewhere in the TSP Update. The TSP Update must refine the 2005 TSP into a more concise, user-friendly document that separates key elements of the plan from supporting materials and information, and eliminates extraneous background information. Also, the TSP Update will clarify in the City's plan, code and standards documents, as necessary, that TSP decisions identify the mode, function, typical cross-sections, and general location of transportation improvements, whereas project development and development review decisions implement the TSP Update subject to engineering judgment and site-specific considerations.

Consultant shall prepare a revised draft TSP Update based on comments from TAC and CAC. Consultant shall provide three hard copies and two CDs (each containing written documents in MSWord and PDF format) of the final TSP Update to both WOCPM and City.

- 5.2 Draft Policy and Implementation Language - Consultant shall prepare draft recommended text amendments to Comprehensive Plan Chapter 6 (Transportation) and City development code ordinances to comply with the Metro RTP and functional plans, with text changes to existing policy and code language shown in underline/overstrike. Consultant shall revise the recommended implementation language based on comments from TAC and CAC.
- 5.3 TAC Meeting #4 - City shall arrange TAC Meeting #4 to present TSP Update and Implementation Language. Consultant shall facilitate meeting and present Consultant Task 5 deliverables. Consultant shall document participant comments.
- 5.4 CAC Meeting #4 - City shall arrange CAC Meeting #4 to present TSP Update and Implementation Language. Consultant shall facilitate meeting and present Consultant Task 5 deliverables. Consultant shall document participant comments.
- 5.5 Joint Planning Commission/City Council Work Session. City shall arrange and conduct a joint planning commission/city council work session. Consultant shall attend meeting and shall:
 - a. Review project background and outreach efforts.
 - b. Review major issues and proposed changes.
 - c. Respond to questions.
- 5.6 Notice and Staff Report. City shall provide public notice and prepare staff report(s) necessary to adopt TSP Update and Implementation Language. Consultant shall provide draft language for the required DLCD and Metro notice for City review, modification, and mailing. Consultant shall provide a summary of the project background, process, and necessary actions for inclusion into the staff report. Consultant shall also produce draft findings of fact to support the adoption of the TSP and related code language for City

incorporation into the staff report. Consultant shall provide support in modifying the City Council staff report to reflect PC recommendations and input.

- 5.7 Adoption Hearings – City shall schedule and document all necessary Planning Commission and City Council hearings to adopt TSP Update and Implementation Language. Consultant shall attend up to four hearings as determined by City Project Manager (and approved by WOCPM) to provide a summary presentation of the recommendations and answer questions.

Note: The scope and budget for this task does not include significant plan revisions or development of significant new information between adoption hearings.

- 5.8 Final TSP Update and Implementation Language - Consultant shall prepare a Final TSP Update and Final Implementation Language based on the outcome of the Adoption Hearings.

City Deliverables

- 5.1 TAC Meeting #4
- 5.2 CAC Meeting #4
- 5.3 Joint Planning Commission/City Council Work Session
- 5.4 Notice and Staff Report (lead)
- 5.5 Adoption Hearings
- 5.6 Review and comment on Task 5 deliverables

Consultant Deliverables

- 5.1 Draft TSP Update
- 5.2 Draft Policy and Implementation Language
- 5.3 TAC Meeting #4
- 5.4 CAC Meeting #4
- 5.5 Joint Planning Commission/City Council work session
- 5.6 Draft Notice and Staff Report
- 5.7 Adoption Hearings (up to 4)
- 5.8 Final TSP Update and Implementation Language

City Staff Labor Estimate:

<i>City Personnel</i>	<i>Rate/Hour</i>	<i>Hours</i>	<i>Total</i>
City Engineer	\$74.18	124	\$9,198.00
City Planning Manager	\$59.44	36	\$2,140.00
Associate Engineer II	\$59.44	86	\$5,112.00
Administrative Assistant	\$40.32	106	<u>\$4,274.00</u>
Sub-Total City Personnel Costs			<u>\$20,724.00</u>
Notifications and Mailings	\$2,000.00	1	<u>\$2,000.00</u>
Total City Costs			\$22,724.00

Project Schedule

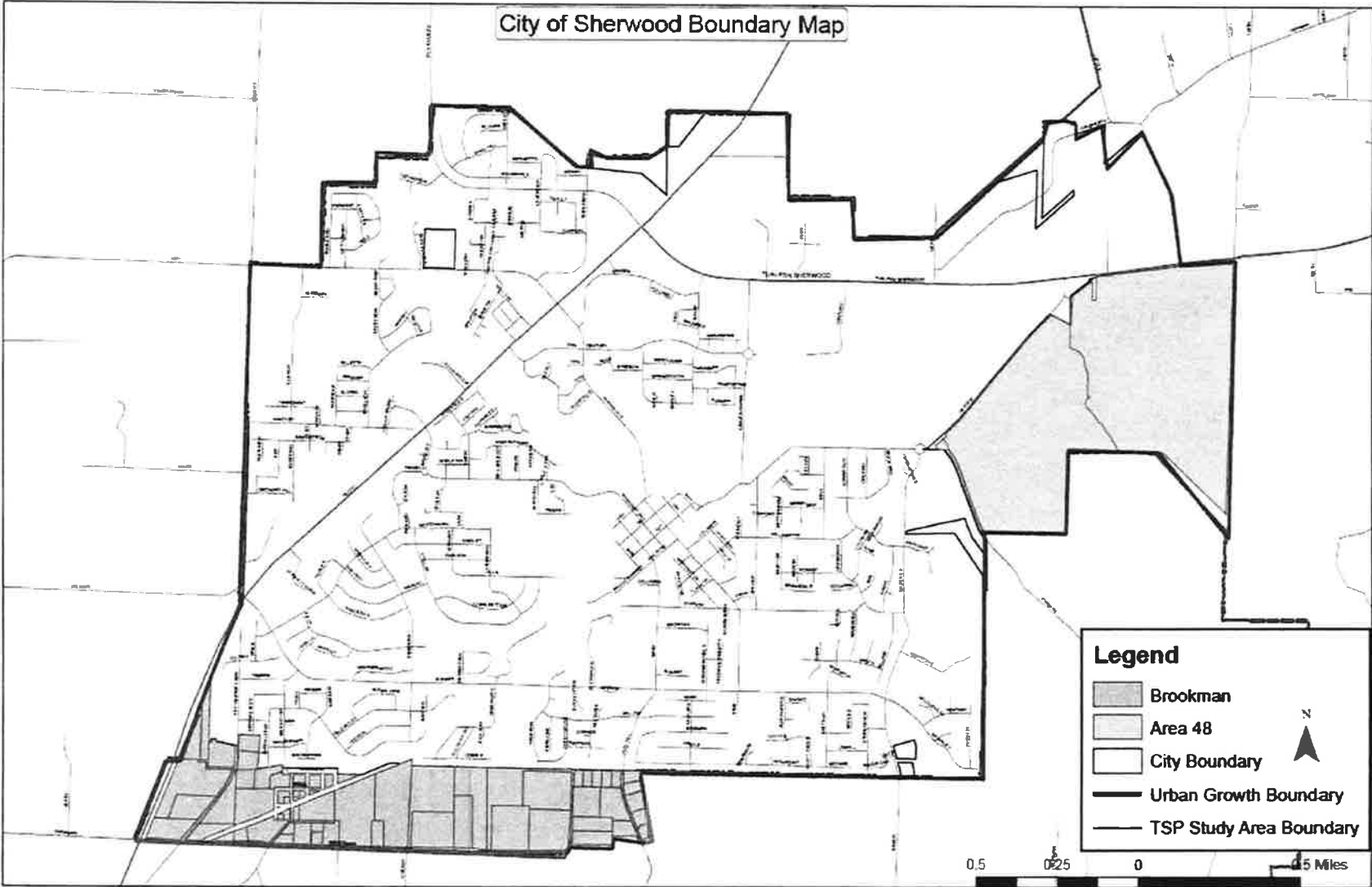
<i>Task #</i>	<i>Description</i>	<i>Months (after NTP)</i>
1	Public Involvement and Interagency Coordination	July 2013, ongoing
2	Existing Conditions, Plans and Policies	September 2013
3	Needs, Opportunities, Constraints and Tools	November 2013
4	Project Selection and Prioritization	February 2014
5	TSP Recommendations and Adoption	May 2014

Consultant Amounts per Deliverable

<i>Task</i>	<i>Deliverable</i>	<i>Lump Sum Per Deliverable</i>
1	Public Involvement and Interagency Coordination	
1.1	Publicity Materials	\$4,050
1.2	Organizational Meeting, including tentative and revised working schedule	\$1,050
	Task Total	\$5,100
2	Existing Conditions, Plans and Policies	
2.1	Base Map	\$5,050
2.2	Plan and Policy Summary Report	\$6,050
2.3	Planning Commission Briefing #1	\$1,250
2.4	Existing Conditions Report	\$11,800
2.5	TAC Meeting #1 and written summary	\$1,850
2.6	CAC Meeting #1 and written summary	\$1,850
	Task Total	\$27,850
3	Needs, Opportunities, Constraints and Tools	
3.1	Needs, Opportunities, Constraints and Tools Report	\$24,800
3.2	TAC Meeting #2 and written summary	\$1,850
3.3	CAC Meeting #2 and written summary	\$1,850
3.4	Open House #1	\$2,550
	Task Total	\$31,050
4	Project Selection and Prioritization	
4.1	Project Options Memo	\$16,350
4.2	TAC Meeting #3 and written summary notes	\$1,850
4.3	CAC Meeting #3 and written summary notes	\$1,850
4.4	Open House #2	\$2,550
4.5	Joint Council/Commission Meeting	\$1,950
	Task Total	\$24,550
5	TSP Recommendations and Adoption	
5.1	Draft TSP Update	\$15,950
5.2	Draft Implementation Language	\$5,650
5.3	TAC Meeting #4 and written summary	\$2,400
5.4	CAC Meeting #4 and written summary	\$2,400
5.5	Joint Planning Commission/City Council Work	\$2,000

TGM Grant Agreement No. 29551
TGM File Code 1C-12
EA # TG13LA06

<i>Task</i>	<i>Deliverable</i>	<i>Lump Sum Per Deliverable</i>
	Session	
5.6	Draft Notice and Staff Report	\$3,050
5.7	Adoption Hearings (up to 4 at \$1,950 per hearing)	\$7,800
5.8	Final TSP Update & Implementation Language	\$6,100
	Task Total	\$45,350
	Project Total	\$133,900



Map prepared by MLM on 1.6.13 with RLIS data

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

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

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

AGENCY OFFICIAL CERTIFICATION (ODOT)

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

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

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

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

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

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- 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 criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this 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
PERSONNEL SERVICES
<p><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.</p> <p><i>Overtime</i> - Payments to employees for work performed in excess of their regular work shift.</p> <p><i>Shift Differential</i> - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.</p> <p><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.</p>
SERVICES AND SUPPLIES
<p>In-State Travel - Per Rates Identified in State Travel Handbook</p> <p><i>Meals & Misc.</i> - Payment for meals incurred while traveling within the State of Oregon.</p> <p><i>Lodging & Room Tax</i> - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon. Fares, Taxi, Bus, Air, Etc.</p> <p><i>Per Diem</i> - Payment for per diem, incurred while traveling within the State of Oregon.</p> <p><i>Other</i> - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.</p> <p><i>Private Car Mileage</i> - Payment for private car mileage while traveling within the State of Oregon.</p> <p>Office Expense</p> <p><i>Direct Project Expenses Including:</i></p> <p><i>Photo, Video & Microfilm Supplies</i> - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.</p> <p><i>Printing, Reproduction & Duplication</i> - Expenditures for services to copy, print, reproduce and/or duplicate documents.</p> <p><i>Postage</i> - Payment for direct project postage.</p> <p><i>Freight & Express Mail</i> - Payment for direct project freight services on outgoing shipments.</p> <p>Telecommunications</p> <p><i>Phone Toll Charges (long-distance)</i> - Payment for telephone long distance charges.</p> <p>Publicity & Publication</p> <p><i>Publish & Print Photos</i> - Payment for printing and publishing photographs to development of publicity and publications.</p> <p><i>Conferences</i> (costs to put on conference or seminars)</p> <p>Equipment \$250 - \$4,999 NOT ELIGIBLE</p> <p>Employee Training, Excluding Travel NOT ELIGIBLE</p> <p>Training In-State Travel NOT ELIGIBLE</p>
CAPITOL OUTLAY
NOT ELIGIBLE