



Agenda Report 2014-10-13-03

Date: October 3, 2014

To: John Kovash, Mayor
Members, West Linn City Council

From: Zach Pelz AICP, Associate Planner

Through: Chris Jordan, City Manager *CJ*

Subject: Intergovernmental Agreement between City and Oregon Department of Transportation for Update to 2008 Transportation System Plan

Purpose

The City Council is requested to consider and approve the attached intergovernmental agreement (IGA) that describes the relationship between the City of West Linn, the Oregon Department of Transportation (ODOT) and the consultant(s), as well as outlines their respective roles and responsibilities, in the completion of work necessary to update the 2008 West Linn Transportation System Plan (TSP)

Question(s) for Council:

The Transportation and Growth Management (TGM) program, through which the City has been awarded a grant to update the 2008 TSP, promotes transportation planning and investments that maximize the efficiency of available transportation revenue by encouraging more widespread use of walking, biking and public transit among various other means. The acceptance of funds through the TGM program acknowledges that the City is committed to making efficient use of transportation resources and revenues. Revising the City's TSP is an adopted City Council goal. Does the proposed IGA comply with the Council's objective for a new West Linn TSP?

Public Hearing Required:

None required.

Background & Discussion:

Pursuant to the regional transportation plan (RTP), the City is required to update its TSP this year. To help fund this effort, staff submitted an application to the TGM program late in 2013 and was awarded a grant in early 2014. TGM has been working with the City since then to develop the attached statement of work. The Updated TSP will develop transportation and land-use solutions that align future transportation revenues with forecasted changes to population and employment.

Budget Impact:

The City is obligated to match 12 percent of the total project cost, currently estimated at \$27,500, through either financial or in-kind (staff time) contributions. The total project cost is currently estimated at \$199,800.

Council Options:

1. The City could choose to update the TSP using revenue in the streets SDC Fund and potentially have greater flexibility regarding the range of available solutions.

Staff Recommendation:

Staff recommends Council approve the attached IGA.

Potential Motion:

Move to approve the IGA in Attachment 1 and direct staff to proceed with the TSP Update pursuant the Statement of Work which begins on pg. 14 of the IGA.

Attachments:

1. Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT
City of West Linn, Transportation System Plan

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation (“ODOT” or “Agency”), and the City of West Linn (“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 September 30, 2015 (“Termination Date”).

B. Grant Amount. The Grant Amount shall not exceed \$199,800.

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

D. Consultant’s Amount. The Consultant’s Amount shall not exceed \$199,800.

E. City's Matching Amount. The City's Matching Amount is \$27,500 or 12.10% of the Total Project Costs.

SECTION 3. CITY’S MATCHING AMOUNT

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 use as part of the City’s Matching Amount only Direct Project Costs that are Federally Eligible Costs that City incurs after the execution of this Agreement. 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. ODOT shall limit 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(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, 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 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 Direct Project Costs that are 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 being treated by City as City’s Matching Amount;
- (c) A list of final deliverables

L. **ODOT Web Standards and Expectations.** City shall perform all web-related work required under this IGA in conformance with the **ODOT Web Standards and Expectations** (available at: http://www.oregon.gov/ODOT/COMM/Pages/Web_Toolkit.aspx), which is incorporated into this IGA with the same force and effect as though fully set forth herein. ODOT shall have ownership and control of work products developed by City.

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. ODOT represents that 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. 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 mediation or 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.

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

City

City of West Linn

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through its
Department of Transportation

By: _____
Jerri Bohard, Division Administrator
Transportation Development Division

Date: _____

ATTORNEY GENERAL'S OFFICE

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

By: Approved by Lynn Nagasako
(Official's Signature)

Date: via e-mail dated September 17, 2014

Contact Names:

Zach Pelz
City of West Linn
22500 Salamo Road
West Linn, OR 97068
Phone: 503-538-3922
Fax: 503-650-9041
E-Mail: zpelz@westlinnoregon.gov

Gail Curtis, Contract Administrator
Transportation and Growth Management Program
123 NW Flanders
Portland, OR 97209-4037
Phone: 503-731-8206
Fax: 503-731-3266
E-Mail: Gail.E.Curtis@odot.state.or.us

EXHIBIT A
Statement of Work
TGM 1G-13
City of West Linn
Transportation System Plan Update

Name: Address: Phone: Fax: Email:	<u>Agency Project Manager (“APM”)</u> Gail Curtis ODOT Region 1 123 NW Flanders St Portland, OR 97209-4037 503-791-8206 503-731-3266 Gail.E.Curtis@odot.state.or.us	Name: Address: Phone: Fax: Email:	<u>Consultant Project Manager</u> Susan Wright Kittelson & Associates, Inc. 610 SW Alder St, Suite 700 Portland, Or 97205 503-228-5230 503-273-8169 Swright@kittelson.com
Name: Address: Phone: Fax: Email:	<u>City Project Manager</u> Zach Pelz City of West Linn 22500 Salamo Road West Linn, OR 97068 503-723-2542 503-656-4106 zpelz@westlinnoregon.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 APM of any deliverables that may be delayed due to lack of cooperation by other entities referenced in this statement of work.
2. APM 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. APM 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

APM – Agency Project Manager

CAC - Citizen Advisory Committee

City – City of West Linn

City PM - City Project Manager

DLCD - Department of Land Conservation and Development

OAR - Oregon Administrative Rule

OR43 – Oregon Highway 43

PC - Planning Commission

PMT - Project Management Team

RTFP - Regional Transportation Functional Plan

RTP - 2035 Regional Transportation Plan

SOV - Single Occupancy Vehicle

TAC - Technical Advisory Committee

TAZ – Transportation Analysis Zone

TDM - Transportation Demand Management

TPR - Transportation Planning Rule

TSMO - Transportation System Management and Operations

TSP - Transportation System Plan

V/C - Volume-to-Capacity

PROJECT DESCRIPTION and OVERVIEW of SERVICES

Agency is contracting with Consultant for Services in connection with the following public improvement or public works project (the “Project”), generally referred to in this WOC as the “City of West Linn, Transportation System Plan Update” and more particularly described as follows:

Project Purpose/Transportation Relationship and Benefits

The current City of West Linn (“City”) Transportation System Plan (“TSP”) was adopted December, 2008. This Project will update the 2008 TSP to reflect physical and regulatory changes that have occurred in the City, region, and State of Oregon (the “State”) since 2008 and provide a 20-year horizon (2040) for transportation planning. The Project will also establish key outcomes (i.e. performance measures). The key outcomes will be used to identify, evaluate and prioritize individual projects and programs designed to achieve the key outcomes. The Updated TSP will implement and be consistent with the State’s Transportation Planning Rule (“TPR”), the Metro 2035 Regional Transportation Plan (“RTP”), the 2014 RTP Update (adoption expected in mid-2014), and the Regional Transportation Functional Plan (“RTFP”) adopted in 2010. The Project will update some elements of the 2008 TSP and add new elements. The Project will also identify potential amendments to the RTP, the City’s Development Code, and possibly other implementing documents.

Project Area

The Project Area encompasses the City’s city limits.

Background

The City has a population of about 25,600 and is comprised of a mixture of older and newer residential developments, typically on hillsides, with four commercial shopping areas. The City is bisected by I-205 that provides access to the City at two points. Oregon Highway 43 (“OR43”) also serves the City with limited Tri-Met transit service. From 2006-2012 the traffic volumes on OR43 in the Project Area have decreased from ten to twenty percent. Some of the intersections that had previously been forecast to fail the mobility targets in 2030 may not be failing, as a result of the volume decrease. With respect to Updated TSP solutions, the City has an interest in evaluating transportation infrastructure and program investments likely to increase use of travel options for West Linn citizens and efforts that will result in more services and employment within the City, reducing the need to travel outside of West Linn.

Changes in Regional Policy and Planning Framework

A required outcome of the Project is to provide an updated, recommended list of City projects and programs for future RTP project lists. The 2014 RTP Update will extend the planning horizon to 2040. The West Linn projects included in the 2014 RTP Update are from the 2008 TSP and include the following:

- Rosemont Road widening;
- Safety and efficiency improvements on OR43;
- Willamette Falls Drive pedestrian and bicycle improvements;

- Willamette River Greenway Trail; 19th Street improvements; and
- I-205/10th Street Interchange improvements.

The 2035 RTP (adopted in 2010) provided updated regional policies and performance measures, as well as new requirements of local TSPs. The elements added under the 2035 RTP include the High Capacity Transit Plan and Systems Expansion Policy, Regional Mobility Corridors, the Active Transportation Partnership, Freight Mobility Plan, and the Regional Transportation System Management and Operations (“TSMO”) Plan. The Updated TSP will evaluate local applicability of these plans and will ensure consistency of the City transportation system with the regional direction and planning horizon.

Arch Bridge/Bolton Town Center Master Plan

The Arch Bridge/Bolton Town Center Master Plan includes the OR43/I-205 interchange area and is being developed under a separate City contract expected to be completed in early 2015. The Arch Bridge/Bolton Town Center Master Plan will identify the type, scale, and intensity of land uses including the location and type of public spaces and amenities. The Arch Bridge/Bolton Town Center Master Plan will analyze potential land development scenarios and the associated transportation impacts separate from this Project. This Project will assume the existing comprehensive plan land use designations as reflected in the Regional Travel Model.

Project Objectives

- Update 2008 TSP to be in conformance with RTP and 2010 RTFP and State policies, plans, standards, and requirements.
- Develop TSP Key Outcomes and Evaluation Criteria early in the Project to drive decision making to:
 - help identify, evaluate and prioritize individual projects and programs
 - help reduce greenhouse gas emissions through reduced vehicle miles traveled; expand travel options; and reduce the need for alternative mobility standards through future refinement plan(s).
- Identify individual projects and programs to be included in current or future RTPs.
- Assume the 2008 TSP vehicle system needs and solutions with exception to a few locations.
- Re-evaluate 10th/I-205 roadway system to determine alternative solutions focusing on safety for vehicular movement; and improving pedestrian and bicycle facilities to increase connectivity between neighborhoods on north and south sides of interchange and to implement City trail master plan.
- Advance public understanding of transportation topics including the following: transit supportive land uses; the benefits of a connected street system; and the importance of the “last mile” of the trip in order to focus on the challenges associated with access to transit to get to major destinations.
- Preserve the function and capacity of State facilities, with focus on expanding the use of travel options to driving solutions, including those identified in the current Comprehensive Plan and transportation policies, in lieu of major capacity improvements.
- Coordinate the Project with Arch Bridge/Bolton Town Center Master Plan.
- Update of the Safe Routes to Schools needs and projects (City staff deliverable).

- Incorporate next steps for the “Old Willamette” area to improve parking management.
- Identify four potential park-and-ride locations; one potential location for each commercial center.
- Using primarily the 2008 TSP, identify locations on the State system where alternative mobility targets are needed.
- Develop an Updated TSP that is financially realistic.
- Develop a practical approach to system performance monitoring.

Performance Requirements

Requirements about Written and Graphic Deliverables

The Consultant’s Updated TSP deliverables must be written concisely and use a simple and direct style, both to minimize the length of the final document and to make the document understandable to as large an audience as is reasonable. Where possible, the Consultant must present information in tabular or graphic format, with a simple and concise accompanying narrative (e.g. system inventories, traffic conditions).

Unless otherwise specified:

Deliverables: Consultant shall provide a draft of all written deliverables to the City Project Manager (“City PM”) and Agency Project Manager (“APM”) in electronic format at least two weeks prior to broader distribution. City and APM shall review the deliverables and submit comments to Consultant within one week. Conflicting comments must be resolved by the Project Management Team (“PMT”). Consultant shall incorporate City PM and APM comments into deliverables for broader distribution, e.g. the public, Technical Advisory Committee (“TAC”) or Citizen Advisory Committee (“CAC”) or distribution on a Project web site. The Consultant’s draft deliverables must be substantially complete and any changes or revisions needed to address comments are expected to be minor.

Consultant shall revise all deliverables in accordance with the comments received from the City PM, APM, meeting participants and public following TAC, CAC, Community Meetings, Planning Commission and City Council meetings, and provide the revised deliverables to the City and APM within one week unless otherwise specified or another agreed-upon amount of time is established.

Electronic versions must be in Microsoft Word format or an editable format agreed upon by the City and APM. All technical memoranda (“Tech Memos”) must be written in a format similar to the 2008 TSP and must be suitable for inclusion in the Updated TSP.

Consultant shall prepare and provide *maps and graphic deliverables* in PDF format to replicate Consultant products and AutoCad 2007 or newer for engineered graphics and Geographic Information System (“GIS”) format for maps to City and APM. The City and APM shall approve alternative map delivery formats in advance. Maps and graphics must include details necessary to ensure usability. Maps must include, at a minimum: a scale; a north direction indicator; a color

scheme that ensures readability in black and white; a legend; source; and date for the underlying information. All graphics must be provided to the City and APM in electronic format.

The Consultant shall be responsible for the following deliverables (or as otherwise specified in each of the tasks):

- Handout materials for meetings with the exception to the TAC and CAC meeting material; and copies of tech memos and the draft TSP for all meetings unless otherwise noted; project material for posting on the City website during the entire Project.
- Consultant material for the City website includes, at a minimum: draft and final Tech Memos; all GIS products and graphics developed for Project; and meeting information (times, locations, agendas, summaries, and meeting materials).
- Presentation graphics for use at committee meetings and Community Meetings to convey key information. Size and content of graphics must be suitable for large-group presentations. Preparation of electronic versions of presentation materials is encouraged. Facilitation of all meetings and leading the discussion of technical issues and analyses.

Consultant shall provide Project progress reports with each invoice to the City PM and APM. The Progress Reports must document the Services accomplished that month and any outstanding or potential Project issues. One copy of each Deliverable must be submitted with the invoice in which payment for the Deliverable is requested.

Requirements about Traffic Analysis

Limited vehicular traffic analysis is included in this Project SOW; “Safety Study Intersections” are addressed under the subtask in which it occurs. The solutions identified in the “West Linn OR43 Conceptual Design Plan” are assumed for OR43 with potential refinements resulting from Project needs and solutions other than OR43 but related to OR43. An Oregon-registered professional engineer must perform or oversee any traffic analysis Services and include a professional stamp for all traffic-related deliverables.

Requirements about Planning for Transit

Transit plans and proposals must be developed collaboratively with TriMet and other applicable transit providers before they are incorporated into plans. Recognizing the need for a realistic and informative final product, the Updated TSP will not call for fixed-route bus service that cannot be provided cost-effectively. The City expects the Updated TSP will include physical improvements and any needed changes in policy, design standards, or design practices needed to maximize safe, comfortable, and attractive pedestrian, disabled and bicyclist access to transit stops.

Requirements about Public Involvement

Public involvement must comply with Statewide Planning Goal 1 (Citizen Involvement), which calls for “the opportunity for citizens to be involved in all phases of the planning process.” The City shall be responsible for the Citizen Involvement component with some Consultant involvement. Specific information regarding the deliverable and responsibility of Citizen Involvement is listed under the appropriate task. The major way Citizen Involvement will occur

is through notices to all property owners within the urban growth boundary, three Community Meetings, TAC meetings, CAC meetings, web site updates, and adoption through a legislative process by the Planning Commission and City Council.

In carrying out the Citizen Involvement, the City and Consultant shall ensure meetings include outreach to and opportunity for representatives of the following interests to be heard: freight, business, residents-at-large, property development, active transportation, public health, affordable housing, environmental and environmental justice. “Environmental Justice” is the “fair treatment” and “meaningful involvement” of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

“Fair treatment” means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies.

“Meaningful involvement” means that: (1) potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment or health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the decision making process; and (4) the decision makers seek out and facilitate the involvement of those persons or groups potentially affected.

The City shall consider Title VI regarding outreach to minorities, women, and low-income populations. Special efforts shall be directed to ensuring outreach to and representation of minorities, women, and low income populations.

Requirements about the Project Management Team and the Advisory Committee Roles and Meetings

Project Management Team Meetings

The PMT shall consist of the City PM, Consultant Project Manager and APM. The purpose of the PMT is to ensure completion of tasks and deliverables in accordance with the Project SOW and the Project schedule, and to provide strategic policy and technical input. The PMT shall review and comment on draft deliverables prior to distribution to the TAC, SAC, Planning Commission (“PC”), City Council, and the public. PMT shall meet per the SOW, either in person or by conference call. Meetings may take place on a regular schedule or as needed. Any PMT member may request a meeting, up to the number of meetings specified in the SOW. Consultant shall facilitate meetings, provide a draft agenda at least two business days prior to meeting, and provide a PMT meeting summary with decisions and action items no later than one week following the meeting.

Citizen Advisory Committee

The CAC shall serve as the voice of the community in the Project Area and the caretakers of the goals and objectives of the Updated TSP. The CAC will assist with the development of goals and objectives that support the City's mission and vision by developing evaluation criteria and performance measures used to evaluate and select the preferred programs and projects and reviewing Tech Memos and the draft Updated TSP. Through the CAC, City shall ensure outreach to freight organizations, businesses, residents, property developers, the active transportation community, public health officials, affordable housing groups, environmental and Environmental Justice communities.

Technical Advisory Committee

The TAC will provide technical guidance and coordination throughout the Project. The TAC will actively work to address and resolve technical and jurisdictional issues in order to produce a timely and complete Updated TSP. The TAC will consist of representatives of partnering agencies that have jurisdiction of facilities in the City. The TAC will provide transportation services to the community, share common political boundaries and serve in an advisory role. The City shall assemble the TAC, which is expected to include staff from County, Metro, Oregon Department of Transportation (ODOT), Department of Land Conservation and Development ("DLCD"), TriMet and a business representative involved in some aspect of freight delivery.

Meeting Logistics

The City shall schedule meetings, arrange meeting rooms, provide meeting notices, and be responsible for other meeting logistics. The Consultant shall distribute draft notices, agendas, and relevant materials at least two weeks prior to each meeting for review by the City and APM. The City and APM shall review all relevant materials and agendas and return corrections to the Consultant at least one week prior to the meeting. Consultant shall distribute revised materials to committee members and to the City for the City website at least three days prior to meeting. The City shall provide hard copies of deliverables and meeting materials for the TAC and CAC.

Consultant shall facilitate the CAC and TAC meetings, present materials and answer questions, with a minimum of two Consultant team members present. The Consultant shall prepare a 10-20 slide Power Point Presentation for all TAC and CAC meetings. Consultant shall prepare and distribute meeting summaries and incorporate recommendations into the final deliverables within a week after each meeting.

Task 1: Policy Framework

Objective: Provide a strong policy and best practices framework for updating the City's 2008 TSP in order to ultimately identify Project solutions that satisfy regional and State requirements as well as the City's desired outcomes.

Subtasks

- 1.1 **CAC Roster** – The City shall appoint the CAC to provide technical review of the Consultant's Services and Work Product, and to make recommendations on Project deliverables. (See *Expectations about Project Management Team and Advisory*

Committee Roles and Meetings above). The City shall provide PMT the CAC roster including contact information within four weeks of the Notice-to-Proceed.

- 1.2 **TAC Roster** - City shall appoint the TAC to provide technical review of the Consultant's Services and Work Product, provide local, regional, and State policy direction, and to make recommendations on Project deliverables. The City shall provide the PMT the TAC roster including contact information within four weeks of the Notice-to-Proceed.
- 1.3 **Refined Project Schedules** - Consultant shall prepare two more detailed/refined Project schedules (the "Refined Project Schedules"): 1) a detailed, working Refined Project Schedule for PMT members and other City staff and; 2) a generalized schedule for the public. Consultant shall develop the detailed, working Refined Project Schedule in coordination with the City PM and update both Refined Project Schedules throughout the Project life as necessary to keep them current. Consultant shall make initial Refined Project Schedules available to the PMT at least one week following PMT Meeting #1.
- 1.4 **Project Mailings** – Approximately every other month during the Project, but at least 8 times, the Consultant shall prepare and the City shall include the information in the City's monthly newsletter, a short description of the Consultant's Services and Work Product completed or to be performed; and including relevant information like the general Refined Project Schedule, upcoming meetings, and points of contact. Consultant shall submit drafts of the bi-monthly Project newsletter article to City PM for proofing and article must include at least one, TSP-related photo per article.
- 1.5 **Project Website** – The City shall provide a Project website targeted at keeping the public informed about the Project throughout the Project life.
- 1.6 **Tech Memo 1: Policy Framework / Review Comments-** The City shall prepare a draft and a revised Tech Memo 1 documenting the existing applicable State, regional and local policies, targets and standards. Tech Memo 1 must consider the most recent version of the following documents:
 - The City's Comprehensive Plan, transportation related goals, policies and recommended action measures; and development code in order to identify City policies and code concepts that are missing in order to be in compliance with the RTFP and TPR.
 - Transportation System Planning Guidelines
 - Clackamas County TSP
 - TriMet Transit Investment Plan
 - TriMet Bike Parking Design Standards
 - TriMet Elderly and Disabled Transportation Plan
 - TriMet Elderly & Disabled Transportation and Land-Use Study
 - TriMet Pedestrian Network Analysis
 - Metro Transit Oriented Development Strategic Plan

- Metro’s 2035 RTP (including attached plans such as Freight Mobility and High Capacity Transit)
- Metro’s 2014 RTP Update
- Metro 2014 RTP - Federal Component
- Metro 2035 RTFP
- Metro 2040 Concept objectives
- Metro Regional Trails Plan and Active Transportation Plans and Priorities
- Clackamas County Trails and Active Transportation Plans and Priorities
- Metro Non-Single Occupancy Vehicle (“SOV”) Target Actions study
- TPR (Oregon Administrative Rule (“OAR”) Chapter 660, Division 12)
- Oregon Statewide Planning Goals
- Oregon Access Management Rule (See ODOT Highway Division administrative rule, OAR 734-051)
- Oregon Transportation Plan
- ODOT Highway Design Manual
- Current State Transportation Improvement Program
- State greenhouse gas reduction target for transportation (more information here: <http://www.oregonmetro.gov/index.cfm/go/by.web/id=36945>)

The City shall provide draft Tech Memo 1 to the PMT at least two weeks prior to PMT Meeting #1. No new policy or code language is to be developed as part of this deliverable. Consultant shall provide review comments at or before PMT Meeting #1. City shall revise Tech Memo 1 as necessary, responding to any Consultant and ODOT comments and suggested edits, within two weeks after PMT Meeting #1.

- 1.7 **Tech Memo 2: Transportation Changes Since 2008 and Special Interest Topics -** City shall prepare Tech Memo 2 documenting the changes to the transportation system since 2008 and highlighting TSP Special Interest Topics to help inform the development of Updated TSP. Tech Memo 2 must be in summary format (either mapped, text, or spreadsheet) and address the following:

Transportation Changes Since 2008

- Existing sidewalks
- Existing pedestrian roadway crossings including identification of pedestrian treatment such as signage, striping, flashing lights, rapid flash beacons, signals, etc.
- Existing railroad crossings
- Existing bikeways
- Bridges (location only);
- Intermodal connections and facilities (e.g., park-and-ride lots, highway to freight and passenger rail transfer facilities);
- Existing traffic posted speeds
- “Old Willamette” parking data and issue identification

- New traffic signals and changes to existing traffic signals

TSP Special Interest Topics

- Next steps for “Old Willamette” area to improve parking management.
- Mode share targets for key destinations, such as employment and shopping areas and schools, based on City’s Metro 2040 design types
- Existing “white papers” if readily available on the special topics of:
 - transit supportive land uses;
 - the benefits of a connected street system;
 - why the “last mile” is important;
 - concept of applying the “five E’s”: engineering: encouragement, education, enforcement and evaluation simultaneously to gain positive outcomes;
 - Transportation Demand Management (“TDM”) solutions for new and existing development in small communities;
 - Multimodal Network Quality. Evaluate and recommend practical measures and tools for multimodal network quality evaluation in a small community; and
 - Alternatives to auto level of service and Volume-to-Capacity (“V/C”) standards more likely to achieve mode neutral outcomes and objectives.
 - “Outcomes-Based, Performance-Drive Planning at Metro” FHWA publication: <http://ops.fhwa.dot.gov/publications/fhwahop10055/index.htm>.

The City shall provide draft Tech Memo 2 to the PMT at least two weeks prior to PMT Meeting #1. Consultant shall review and provide review comments at or before PMT Meeting #1. City shall revise Tech Memo 2, as necessary, within two weeks of meeting. City shall post white papers on TSP Special Interest Topics on the City Project website as educational material for City residents and interested people, as part of preparing Tech Memo 2. City may choose to include additional topics from TSP pre-outreach effort.

- 1.8 **PMT Meeting #1** - Consultant shall organize and facilitate PMT Meeting #1 in West Linn. City PM shall schedule PMT Meeting #1 to be held on the same day as the “Key Outcomes Workshop.” Consultant shall facilitate the meeting, provide an agenda at least two business days prior to meeting, and provide a meeting summary no later than one week following the meeting. The purpose of PMT Meeting #1 is to discuss the Consultant’s Services performed and Work Product delivered to date and the content or intended content of Tech Memos 1-5, the Project public outreach, the detailed Refined Project Schedule and to answer any PMT questions about Project scope.
- 1.9 **Draft Tech Memo 3: Draft TSP Key Outcomes and Evaluation Criteria** – The City shall prepare Draft Memo 3 to develop draft TSP Key Outcomes and Evaluation Criteria for the Key Outcomes Workshop. Draft Tech Memo 3 must also describe the objective of monitoring the system performance.

The Tech Memo 3 Evaluation Criteria must be clear, concise and comprehensive, reflect the Project Objectives and mandatory policy framework, including the applicable Performance Measures, and be written to help increase travel options and reduce single-occupant vehicles and the need for capacity improvements. The Tech Memo 3 Evaluation Criteria must also express the community's values to the extent they are understood at this point in the Project. The Tech Memo 3 Evaluation Criteria must be multi-objective evaluation criteria, incorporate cost-effectiveness, including public costs, private costs (e.g. cost of driving, cost of using transit) and social costs (e.g. health and carbon pollution); and allow for a mode-neutral ranking of solutions. The Tech Memo 3 Evaluation Criteria must also include a qualitative criterion to indicate how much a potential solution is likely to help achieve the Key TSP Outcomes. City shall consider the evaluation criteria found in Sustainable Transportation Analysis and Rating System - Plan 1.0 appendices A-C when developing both the TSP Key Outcomes and the Tech Memo 3 Evaluation Criteria.

Draft Tech Memo 3 must either be written to be suitable for a lay person to understand or include a summary that is suitable for a lay person to understand. Some performance measures exist as part of the RTFP and some will be newly developed as part of this deliverable. The newly developed performance measures may exceed the RTFP performance measures. See related, Tech Memo 9, Regulatory Solutions.

- 1.10 **Key Outcomes Workshop** – The City shall organize, facilitate and be responsible for the TSP Key Outcomes Workshop and meeting notes. The Key Outcomes Workshop must occur the same day as PMT Meeting #1. The Consultant team shall participate and the PMT and TAC shall be invited. The purpose of the TSP Key Outcomes Workshop is to gain consensus on five to seven desired, draft TSP Key Outcomes (i.e. performance measures) and evaluation criteria to measure the outcomes. City shall prepare and send meeting participants the draft TSP Key Outcomes (i.e. performance measures) and potential evaluation criteria at least two weeks before the Key Outcomes Workshop.
- 1.11 **Revised Draft Tech Memo 3: Revised Draft TSP Key Outcomes and Evaluation Criteria** – Consultant shall revise the Draft Tech Memo 3, and the draft TSP Key Outcomes and Evaluation Criteria developed at the Key Outcomes Workshop. Revised Draft Tech Memo 3 must also introduce a method to monitor the system performance.
- 1.12 **Draft Tech Memo 4: Forecast Funding and Local Funding Sources** – The City shall prepare draft and revised Draft Tech Memo 4 to provide a framework for TSP transportation financing program consistent with TPR Section -0040. This effort may include a screening step for projects based on anticipated funding capacity. City shall document any local sources of Project funding (the “Local Funding Sources”), including developer contributions and provide that information in a summary text, graphic and table format to the Consultant, prior to start of Consultant's performance of Services under this WOC.

The City shall quantitatively document and describe 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 the planning horizon year. Information must be in a summary text, graphic and table format of information regarding existing, historic, and future financially constrained and potential additional local, regional, and State transportation funding projected to be available through 2040. Draft Tech Memo 4 must include a brief narrative explaining each of the following:

- a. Committed funding sources (e.g. Capital Improvement Plan, Metropolitan Transportation Improvement Program, Statewide Transportation Improvement Program);
- b. Future projections of likely available funding through 2040;
- c. An evaluation of funding shortfalls;
- d. Potential new transportation funding sources including debt financing, discussing the pros, cons, applicability, trade-offs and feasibility of each; and
- e. Funding assumptions for the Financially Constrained and Planned systems.

The City shall provide draft Tech Memo 4 to the PMT at least two weeks prior to PMT Meeting #1. Consultant shall review and provide review comments on the draft Tech Memo 4 at or before PMT Meeting #1. City shall revise Tech Memo 4 as necessary within two weeks after meeting, responding to any Consultant and ODOT comments and suggested edits.

1.13 **Draft Tech Memo 5: Existing Conditions** – Consultant shall prepare draft and revised Draft Tech Memo 5 documenting the existing modal conditions for the Project and analyze the “Project Intersections” listed below using the traffic volume data collected in advance of the Project start by ODOT. Draft Tech Memo 5 must provide the basis for the identification of future needs. Draft Tech Memo 5 must include the following:

- a. Updated existing conditions maps using 2008 TSP base maps and Tech Memo #2
- b. Existing Functional Classification System for state, county and local roads
- c. Existing Lane Geometry, Traffic Control Devices and Number and Width of Lanes
- d. Intelligent Transportation Systems facilities
- e. State and local freight and motor carrier routes
- f. National Highway System facilities: Highways that are part of the National Freight Network (see: <http://ops.fhwa.dot.gov/freight/sw/overview/>).
- g. Mode Share and Vehicle Miles Traveled – Consultant shall coordinate with Metro to compile mode share and vehicle miles traveled data at the Transportation Analysis Zone (TAZ) and City levels. Consultant shall use Metro's most recent survey data and RTP assumptions
- h. Roadway System – The 2008 vehicle system deficiencies, solutions, and identified projects provide the basis of the vehicular system needs for the West Linn TSP Update with the exception to locations where a known change has occurred or will occur through the TSP. Traffic counts conducted by ODOT spring 2014, reveal a

decline in vehicular volumes at seventeen of the 2008 TSP study intersections. For this reason, no intersection operations will be analyzed as part of this Project.

- i. Safety – The Consultant shall document the existing safety conditions of the “Safety Study Intersections” listed below and the Borland Road bridge crash location to provide a basis for solutions under Task 3.

Consultant shall analyze the locations below to identify collision patterns, types, severity (property damage, injury, or fatality), high-frequency collision locations, severe collision locations, evaluation of causes, and potential counter measures considered. Consultant shall utilize current crash data and 2014 traffic counts conducted by ODOT but will rely upon operational analysis from the 2008 TSP or other more current study.

Safety Study Intersections

System A:
- OR43 and Cedar Oak Drive – to improve safety
- OR43 and Hidden Springs Road- to improve safety
System B:
- OR43 and I-205 SB
- OR43 and I-205 NB
- OR43 and Willamette Falls Drive
System C: “10 th Street Interchange Area”:
- Blankenship Road and Tannler Drive
- 10th Street and Blankenship Drive
- 10th Street and I-205 SB
- 10th Street and I-205 NB
- 10th Street and 8th Avenue
- Willamette Falls Drive and 10th Street

- k. Freight – Consultant shall update the 2008 TSP “Freight and Goods Movement” section using data from the 2035 RTP and Regional Freight Plan. The update must be consistent with Section 3.08.150 of the RTFP, Freight System Design and address RTP Mobility Corridors # 7, 8, and 14.
- l. Public Transit – Consultant shall update 2008 TSP text and figures about Public Transportation, including Figure 7-1 Transit Facilities to reflect current transit trips, travel times, headways, and ridership by stop for all transit routes. Consultant shall acquire information from TriMet and City. The public transit chapter must identify and acknowledge LIFT paratransit service and present summary data if provided by TriMet. Consultant shall also identify any private or semi-private shuttle service in the Project Area.

- m. Active Transportation Options for Bicyclists and Pedestrians – Consultant shall update the 2008 TSP text and maps for Figure 3-2 Sidewalk Inventory (and provide other pedestrian facility information) and Generators including adding “Town Center” and Main Street destinations. Consultant shall update the 2008 TSP text and maps for Figure 3-3 Bicycle Facility Inventory and Generators including adding “Town Center” and Main Street destinations to reflect current pedestrian and bicycle system conditions. Both updated figures must be in color and show topography. Consultant shall evaluate the quality of the existing bicycle and pedestrian network using a “level of stress” tool for the streets listed below. The purpose of the “level of stress” tool is to assess existing conditions and to provide the City a tool that they can use to forecast and measure network quality changes overtime. Available City, Metro and ODOT data must be incorporated into the pedestrian and bicycle inventory. Consultant is not required to collect or field-verify data.

Level of Stress Evaluation Streets

- Streets served by transit;
- Safe Routes to School street routes (see Tech Memo 6 expectations);
- Streets with posted speeds greater than 25 mph;
- Streets with 24-hour counts over 5,000 vehicles per Figure 3-8 2008 TSP plus
- Salamo Road;
- 10th Street (between Salamo and Willamette Falls Drive)
- Hidden Springs Drive
- Dollar Street
- Willamette Falls Drive
- Proposed Clackamas County PAT Routes

Streets that do not need to be included but may be included: OR43 and I-205.

Highway 43 does not need to be included in the evaluation because the “West Linn OR43 Concept Design Plan” adopted in 2008 provides a future vision for OR 43 that when implemented will improve the corridor for all modes. Including OR43 in the evaluation may help demonstrate the relative need for improvements within the Project corridor.

- n. Transportation System Management Operations - Consultant shall update the 2008 TSP “Existing Conditions” section addressing TSMO. Consultant shall inventory the existing local and regional TSMO infrastructure within or through the Project Area including strategies and programs including I-205 at OR43 and 10th Street. The TSMO inventory must be consistent with Section 3.08.160, TSMO of the RTFP.
- o. TDM – Consultant shall update the “Existing Conditions” section for TDM. The City shall provide the Consultant with a summary of existing TDM activities in the City, including the number, size, performance and program details for employers that implement the Oregon Department of Environmental Quality’s ECO-Rule, as well as

other TDM activities in the City and identify location and number of parking places at existing “park and ride” lots. The Consultant shall incorporate this information into the TDM section of Tech Memo 5. The Consultant shall include a progress assessment for the City’s Non SOV Modal Targets relative to the Metro, 2020 year target and 2008 TSP.

- p. Environmental Justice - Consultant shall identify the socio-economically sensitive populations within City using the existing Metro sensitive populations’ data developed for the 2035 RTP using either TAZ-level data from the Metro model, or 2010 Census data. The Environmental Justice mapping is for the purposes of meeting the City's needs and avoiding undue adverse impacts when examining future projects and needs and must consist of maps and brief text identifying the locations of the following socio-economically sensitive populations:

- Minority groups (all persons who did not self-identify as white, non-Hispanic);
- Low-income (persons who earned between 0 and 1.99 times the federal Poverty Level in 1999);
- Elderly persons (persons 65 years of age or older in 2010);
- Youth (persons 16 years of age or younger in 2010);
- Non-English speakers (people who stated that they didn't speak any English at all in 2010); and
- People with disabilities (all persons 5 years or older with any type of disability: sensory, physical, mental, self-care, go-outside-the-home or employment).

City Deliverables

- 1A CAC Roster (Subtask 1.1)
- 1B TAC Roster (Subtask 1.2)
- 1C Project Mailings (Subtask 1.4)
- 1D Project Website (Subtask 1.5)
- 1E Tech Memo 1 (Subtask 1.6)
- 1F Tech Memo 2 (Subtask 1.7)
- 1G PMT Meeting #1 (Subtask 1.8)
- 1H Draft Tech Memo 3 (Subtask 1.9)
- 1I Key Outcomes Workshop (Subtask 1.10)
- 1I Draft Tech Memo 4: Forecast Funding / Local Funding Sources (Subtask 1.12)
- 1J Review and comment on Consultant deliverables

Consultant Deliverables

- 1A Refined Project Schedules (Subtask 1.3)
- 1B Project Mailings (Subtask 1.4)
- 1C Review Comments on Tech Memo 1 (Subtask 1.6)
- 1D Review Comments on Tech Memo 2 (Subtask 1.7)
- 1E PMT Meeting #1 (Subtask 1.8)
- 1F Key Outcomes Workshop (Subtask 1.10)

- 1G Revised Draft Tech Memo 3 (Subtask 1.11)
- 1H Review Comments on Tech Memo 4 (Subtask 1.12)
- 1I Draft Tech Memo 5 (Subtask 1.13)

Task 2: Initiate Committee Involvement

Objective: Inform others on Project objectives and gain consensus on special considerations and desired outcomes.

Subtasks

- 2.1 **PMT Meeting #2** - Consultant shall organize and facilitate PMT Meeting #2 in West Linn. Consultant shall facilitate the meeting, provide an agenda at least two business days prior to meeting, and provide a meeting summary no later than one week following the meeting. The purpose of PMT Meeting #2 is to discuss and prepare for presentations of Tech Memos 1-5 or portions of Tech Memos 1 - 5 to committee meetings and work sessions.
- 2.2 **TAC Meeting #1** - City shall organize and Consultant shall facilitate TAC Meeting #1 to brief the TAC on the Project and to gain feedback on Draft Tech Memos 1-5. Consultant shall attend and present meeting materials. Consultant shall prepare meeting summary notes. Consultant's Key Personnel: Susan Wright shall attend TAC Meeting #1.
- 2.3 **CAC Meeting #1** - City shall organize and Consultant shall facilitate CAC Meeting #1 to brief the CAC on the Project and to gain feedback on Draft Tech Memos 1, 3, 4, and 5. Consultant shall attend and present meeting materials. Consultant shall prepare meeting summary notes. Consultant's Key Personnel: Susan Wright shall attend CAC Meeting #1.
- 2.4 **PC Meeting #1** - City shall organize and facilitate PC Meeting #1, a work session to brief the PC on the Project and to gain feedback on Draft Tech Memos 1-5. Consultant shall attend and present meeting materials which must include a 10-20 slide PowerPoint Presentation summarizing the materials. City shall prepare meeting summary notes. Consultant's Key Personnel: Susan Wright shall attend City PC Meeting #1.
- 2.5 **City Council Meeting #1** - City shall organize and facilitate City Council Meeting #1, a work session to brief the City Council on the Project and to gain feedback on Draft Tech Memos 1-5. Consultant shall attend and present meeting materials which must include a 10-20 slide PowerPoint Presentation similar in content to the presentation presented to the PC. City shall prepare meeting summary notes. Consultant's Key Personnel: Susan Wright shall attend City Council Meeting #1.
- 2.6 **Final Tech Memos 1, 3 and 5** - Consultant shall finalize Tech Memos 3 and 5 based on the TAC, CAC, PC and City Council direction and provide copies to the City and APM within 2 weeks of City Council Meeting #1. City shall prepare final Tech Memo 1. City shall post all or portions of Final Tech Memos 1 - 5 on the Project Website as needed.

City Deliverables

- 2A PMT Meeting #2 (Subtask 2.1)
- 2B TAC Meeting #1 (Subtask 2.2)
- 2C CAC Meeting #1 (Subtask 2.3)
- 2D PC Meeting #1 (Subtask 2.4)
- 2E City Council Meeting #1 (Subtask 2.5)
- 2F Final Tech Memo 1 (Subtask 2.6)
- 2G Review and comment on Consultant deliverables

Consultant Deliverables

- 2A PMT Meeting #2 (Subtask 2.1)
- 2B TAC Meeting #1 (Subtask 2.2)
- 2C CAC Meeting #1 (Subtask 2.3)
- 2D PC Meeting #1 (Subtask 2.4)
- 2E City Council Meeting #1 (Subtask 2.5)
- 2F Final Tech Memos 3 and 5 (Subtask 2.6)

TASK 3: Transportation System Needs

Objective: Identify transportation system needs consistent with the RTFP and TPR and document assumptions in order to provide a sound basis for the TSP Solutions.

Subtasks

- 3.1 **PMT Meeting #3** - Consultant shall organize and facilitate a PMT Meeting #3 in West Linn. Consultant shall facilitate the meeting, provide an agenda at least two business days prior to PMT Meeting #3, and provide a meeting summary no later than one week following PMT Meeting #3. The purpose of PMT Meeting #3 is to prepare for Task 3 Services. Consultant shall present proposed pedestrian and bicyclist “level of traffic stress” analyses tools to forecast and measure bicycle and pedestrian network quality changes. Consultant shall gain PMT consensus on proposed “level of traffic stress” method to be applied as part of Draft Tech Memo 9. City shall provide to Consultant a list of City locations where the current 2008 TSP street cross-sections are not feasible, according to the City, for preparation of Tech Memo 9’s proposed alternative street cross-sections.
- 3.2 **Tech Memo 6: Safe Routes to Schools Update** - City shall coordinate with the School District and community as needed to update the Safe Routes Action Plan. City shall document in draft and revised Tech Memo 6 the Safe Routes work accomplished to date, the unfinished projects and programs in the 2008 TSP and to gain input and document the additional priority projects or programs that should be considered for the Updated TSP. City shall revise draft Tech Memo 6 after the Task 4 TAC and CAC meetings.
- 3.3 **Draft Tech Memo 7: Needs Analysis** - Consultant shall prepare draft and revised Draft Tech Memo 7 to bring forth and expand upon the 2008 TSP identified needs. Draft Tech

Memo 7 must build upon Tech Memos 1-5, and especially Tech Memos 2 and 5, to identify transportation “Gaps” and “Deficiencies” consistent with RTFP, Title 7 definitions. Draft Tech Memo 7 must be consistent with TPR OAR 660-012-0030, RTFP section 3.08.210 plus address RTP Mobility Corridors # 7, 8, and 14 identified needs. ODOT shall provide a description about I-205’s general capacity needs in order to help inform interested persons. Draft Tech Memo 7 must be provided to the PMT and include a summary and full report including the following elements:

- A. Street Network and Connectivity Needs Analysis** - Consultant shall update and bring forth the “Local Street Connectivity” map in Figure 8-6 of the 2008 TSP consistent with the TPR provisions of OAR 660-0012(045)(3), (4), and (5) and the RTFP Section 3.08.110 Street System Design requirements. The updated map must include existing and proposed arterial, collector, and local streets, pedestrian and bicycle and trail connections. Consultant shall provide the street classifications and cross-sections from the 2008 TSP with any proposed changes addressing the desired cross-section changes provided by the City at PMT Meeting 3. Proposed cross-sections must be consistent with the RTFP section 3.08.110 and must consider the regional street design classifications.
- B. Public Transportation and Inter-modal Connections Analysis** - Consultant shall identify desired transit service levels and routes in the community, along with the actions and investments needed to support this level of transit service in coordination with Tri-Met and considering the regional transit classifications shown in the RTP and provisions of RTFP Section 3.08.120.C, using the Environmental Justice map from Tech Memo 5. Consultant shall identify key pedestrian and bicycle needs that will provide better access to transit stops including sidewalks and safe roadway crossings consistent with RTFP Section 3.08.120. Consultant shall identify the quality of existing transit stops, where more or new service is needed or desired. Needed inter-modal connections between passenger rail, commuter rail, light rail, and bus transit must also be identified. The description must include an Oregon City transit center service description (due to the close proximity to West Linn) and reference the potential high-speed passenger rail in Oregon City under the “Rail” section.
- C. Pedestrian Needs Analysis** - Consultant shall perform a needs analysis for pedestrian facilities using the City’s GIS data, applying changes since 2008 identified in Memo 2, and considering the “desired outcomes” from Tech Memo 3. The pedestrian needs analysis must reflect the pedestrian system design requirements of RTFP section 3.08.130 and the transit system design requirements of RTFP section 3.08.120.A and B, while considering “desired outcomes” identified in Tech Memo 3. Consultant shall identify connections needed to local trails and to the Regional Trails and Greenways network. Consultant shall update existing maps to identify missing sidewalks and document the deficient existing or recommended dimensional and design characteristics that determine whether existing sidewalks are safe, comfortable and adequate. Consultant shall use a pedestrian “level of traffic stress” analysis tool that

- allows the City to forecast and measure network quality changes. (See “Safety Needs Analysis” below).
- D. Bicycle Needs Analysis** - Consultant shall perform a needs analysis for bicycle facilities using the City’s GIS data, applying changes since 2008 identified in Memo 2, and considering the “desired outcomes” from Tech Memo 3. The bicycle needs analysis must be consistent with RTFP section 3.08.140. Consultant shall evaluate providing bicycle connections to the Regional Trails and Greenways network and Regional and County Active Transportation Plan systems. Consultant shall apply the bicyclist “level of traffic stress” analysis tool that allows the City to forecast and measure network quality changes. (See “Safety Needs Analysis” below).
- E. TSMO, Access Management and TDM Needs Analysis** – Consultant shall use 2008 TSP information for access management. Consultant shall evaluate the existing local and regional TSMO and TDM strategies and programs and identify gaps and opportunities to expand TSMO investments, strategies and programs, including multimodal traffic management, traveler information and TDM, consistent with section 3.08.160(2) of the RTFP. Consultant shall include the “Old Willamette” parking management “next steps” from Tech Memo 2 provided by the City. Consultant shall give particular attention to the potential need and role for additional “park and ride” parking lots as part of addressing TDM needs.
- F. Roadway Future Conditions Performance and Capacity Needs Analysis** - Consultant shall reference or include the 2008 TSP to explain the future roadway V/C Operating Standards deficiencies.
- G. Safety Needs Analysis** - Consultant shall update the 2008 TSP section on “Safety” applying, in part, the performance measures identified in Final Tech Memo 3, to identify locations that need safety improvements including pedestrian and bicyclist crossings of streets, especially those leading to key destinations, such as employment and shopping areas and schools. Consultant shall also update the 2008 TSP section on “Safety” to address the “safety intersections” identified in the existing conditions crash analysis. **Note:** Safety needs and solutions for the “10th Street Interchange Area” are developed under Draft Tech Memo 8. City shall provide Consultant with information about observed and perceived speeding, as well as safety and traffic diversion problems on local streets. Consultant shall also analyze needs for City-identified common problems and possible traffic calming measures.
- H. Freight Needs Analysis** - Consultant shall use 2008 TSP and Tech Memo 2 to identify gaps and deficiencies in the freight system.
- I. Air, Rail, Pipeline, and Water Needs Analysis** - Consultant shall update the 2008 TSP air, rail, pipeline and water needs analysis using Tech Memo 2 to identify any changes to this section of the TSP. The “Rail” section must include discussion about the potential high-speed passenger rail in Oregon City.

J. Menu of Potential Solutions – Consultant shall identify a menu of solutions to help solve or address the identified gaps and deficiencies for all travel modes, for further refining during the Task 4 meetings. The majority of the vehicle capacity solutions will be from the 2008 TSP, to be reprioritized under Task 5 based on “desired outcomes” and RTFP requirements.

3.4 **Draft Tech Memo 8: 10th Street Interchange Area Analysis and Recommendation Report** – Consultant shall develop a draft and revised Draft Tech Memo 8, 10th Street Interchange Area Analysis and Recommendation Report, to update the 2008 TSP “10th Street Interchange Area” description, by doing the following:

- Documenting existing transit, bicycle and pedestrian facilities in order to develop Project solutions.
- Documenting existing conditions based on 2008 TSP and 2010 10th/Willamette Falls Drive roundabout study to be provided by the City or ODOT.
- Developing two alternative solutions to the current, 2008 TSP (and RTP) single point urban interchange and analyze for mobility, operations and impacts to safety. PMT shall approve alternative solution concepts prior to analysis being initiated. The PMT may choose to include a “no-build” (existing conditions) to be analyzed.
- Updating the 2008 TSP “10th Street Interchange Area”. This section identifies a Split Diamond interchange improvement for this location. The 2008 TSP states that additional improvements beyond a split-diamond would be necessary to satisfy the mobility standards (in 2030). In order to have an understanding of the potential safety related impacts (and potential solutions) of the failing interchange, ODOT has analyzed the queue length for the I-205/10th Street interchange off-ramps during the peak hours in order to determine if the queues back up into the “deceleration distance” from the mainline. Consultant must incorporate the 2010 10th/Willamette Falls Drive roundabout study. ODOT shall provide Consultant queue length data collected spring, 2013.
- Conducting a traffic operational analysis to derive 2040 volumes based on population and employment numbers and run through Metro’s travel demand mode, and post processed consistent with National Cooperative Highway Research Program Report 255. A Year 2000 (updated) Highway Capacity Manual-based program like Synchro must be used to analyze future conditions. The impacts from the proposed plan overall intersection v/c ratios and peak queues for the 10th St/I-205 NB and SB interchange off-ramps must be evaluated, using a Highway Capacity Manual-based program. ODOT shall provide traffic count data for all ramps. Where queues extend into the ramp’s deceleration zone, and where the analysis of pedestrian and bicycle access identified safety problems, Consultant shall identify measures to mitigate these

problems. The mitigation measures must describe solutions, consistent with the TPR requirements, and provide general estimates at a unit-cost level.

- Determining whether alternative mobility targets are needed.

The Draft Tech Memo 8 must explain any relevant “Key Outcomes” from Tech Memo 3.

3.5 **Draft Tech Memo 9: Regulatory Solutions** – Building on Tech Memo 1, Consultant shall prepare a draft and revised Draft Tech Memo 9 to recommend regulatory changes to achieve local, City Code consistency with the applicable provisions of the RTP, RTFP and TPR. The Draft Tech Memo 9 must be in table format showing the concept to explain the intent, the existing City Code language or policy (if it exists) and the recommended City Code language or policy to achieve compliance. Recommended City Code language must be in an 80% completed format. The Draft Tech Memo 9 must recommend City Code language that ensures the following:

- a. TDM municipal code language must require new development, major expansions and conditionally approved development to reduce single-occupant vehicle trips potentially superseding regional or state requirements. TDM municipal code language must include a “tool box” or list of options to achieve compliance;
- b. Consistency with OAR 660-0012(045)(3), (4), and (5);
- c. Compliance with RTFP Section 3.08.110 Street System Design including requirements pertaining to completeness of the existing roadway system connectivity to support transit, walking and bicycling; building orientation; street tree locations and spacing; street lighting and furniture for pedestrians, pedestrian paths to provide reasonably direct routes;
- d. Roadway design standards for roads, bicycle and pedestrian facilities, trails, and transit facilities, allowing implementation of complete street designs as set forth in Metro’s “*Creating Livable Streets: Street Design Guidelines*”, and green street designs set forth in Metro’s “*Green Streets: Innovative Solutions for Stormwater and Street Crossings*”, and “*Trees for Green Streets: an Illustrated Guide*”.
- e. Compliance with RTFP Section 3.08.120 Transit System Design; and
- f. Compliance with RTFP Section 3.08.130.C. and consideration of Section 3.08.130.B.

City Deliverables

- 3A PMT Meeting #3 (Subtask 3.1)
- 3B Tech Memo 6 (Subtask 3.2)
- 3C Review and comment on Consultant deliverables

Consultant Deliverables

- 3A PMT Meeting #3 (Subtask 3.1)
- 3B Draft Tech Memo 7 (Subtask 3.3)
- 3C Draft Tech Memo 8 (Subtask 3.4)

3D Draft Tech Memo 9 (Subtask 3.5)

TASK 4: Present Potential Solutions

Objective: To discuss the Project Key Outcomes, measurable objectives, system needs and potential solutions with committee members, City officials and citizens. Determine which solutions should be included to analyze the system performance with and without the preferred solutions.

Subtasks

- 4.1 **PMT Meeting #4** - Consultant shall organize and facilitate PMT Meeting #4 in West Linn. Consultant shall facilitate the meeting, provide an agenda at least two business days prior to PMT Meeting and provide a meeting summary no later than one week following the meeting. The purpose of PMT Meeting #4 is to discuss and prepare for Task 4 meetings, discuss the presentation of Tech Memos 6-9 or portions of those memos and discussion of Services completed to date.
- 4.2 **TAC Meeting #2** - City shall organize and Consultant shall facilitate TAC Meeting #2 to review and receive feedback on Draft Tech Memos 6-9, in order to determine if any discrepancies exist or any further revisions are required. Consultant shall prepare a draft and final agenda prior to the meeting, as well as meeting notes following the meeting.
- 4.3 **Revised Draft Tech Memo 7** - Consultant shall revise Draft Tech Memo 7, incorporating comments from the City, APM and TAC for CAC Meeting #2 and distribute Revised Tech Memo 7 to the City, APM and TAC members, concurrent with Revised Tech Memo 8.
- 4.4 **Revised Draft Tech Memo 8** - Consultant shall revise Draft Tech Memo 8, incorporating comments from the City, APM and TAC for CAC Meeting #2 and distribute Revised Tech Memo 8 to the City, APM and TAC members concurrent, with Revised Tech Memo 7.
- 4.5 **CAC Meeting #2** – City shall organize and Consultant shall facilitate CAC Meeting #2, to review and receive feedback on Revised Draft Tech Memos 7 and 8 and Draft Tech Memo 9. City shall present Tech Memo 6. Consultant shall present Tech Memos 7, 8 and 9 and prepare a draft and final meeting agenda prior to the meeting, as well as summary meeting notes following the meeting.
- 4.6 **Community and Virtual Community Meeting #1** – City shall organize and Consultant shall facilitate Community and Virtual Community Meeting #1 to introduce citizens to the Project’s purpose, process and intended outcomes; and to receive citizen comments on Project work and Consultant Services completed to date. Consultant shall prepare a draft and final meeting plan and agenda for PMT review, with the meeting plan to include a method to obtain citizen feedback. At Community Meeting #1, Consultant shall present information on the Project process and summarize the Tech Memos, so that citizen

feedback can be obtained. Consultant shall produce draft and final meeting notice(s), handouts and materials for PMT review and City distribution. Meeting materials must include 5-10 poster boards and a 10-20 slide PowerPoint Presentation. City shall send out meeting notice(s), arrange for the meeting location and logistics and provide copies of meeting materials as needed. A minimum of two Consultant team members shall attend Community Meeting #1 and the City shall provide any needed staff support. Consultant shall provide the PMT with a summary of the comments and recommendations received at Community Meeting #1 in the form of meeting summary notes within two weeks of Community Meeting #1.

Community Meeting #1 must include an on-line Virtual Community Meeting #1 event effort that allows people to participate on-line to provide input. The on-line event must take place during the in-person community meeting and remain available for approximately seven days. Consultant shall prepare a summary of comments received from Virtual Community Meeting #1 event along with the in-person meeting summary notes. The Virtual Community Meeting must include web versions of poster boards, PowerPoint slides, and handouts presented at the Community Meeting, as well as the opportunity to provide similar input as sought at the in-person Community Meeting. Virtual Community Meeting #1 will not include any Project videos.

- 4.7 **PC Meeting #2** – City shall arrange and Consultant shall facilitate PC Meeting #2, a work session to update the PC on Project work and Consultant Services completed to date and receive feedback. Consultant shall facilitate a discussion of the results of the Tech Memos. Consultant’s presentation must include a 10-20 slide PowerPoint Presentation summarizing the meeting materials. Consultant shall prepare a draft and final meeting agenda for PMT review and discussion, prior to distribution to the PC by City.
- 4.8 **City Council Meeting #2** – City shall arrange and conduct City Council Meeting #2, a work session to update the City Council on Project work and Consultant Services completed to date and receive feedback. Consultant shall facilitate a discussion of the results of the Tech Memos. Consultant’s presentation must include a 10-20 slide PowerPoint Presentation summarizing the material, similar in content to the presentation provided to the PC under Subtask 4.7. Consultant shall prepare a draft and final meeting agenda for PMT review and discussion prior to distribution to the PC.
- 4.9 **Final Tech Memo 7** - Consultant shall finalize Tech Memo 7 to reflect the direction of the PMT to incorporate comments of the CAC, TAC, and community. Consultant shall provide copies of Final Tech Memo to City and APM concurrent with Tech Memo 8.
- 4.10 **Final Tech Memo 8** - Consultant shall finalize Tech Memo 8 to reflect the direction of the PMT to incorporate comments of the CAC, TAC, and community. Consultant shall provide copies of Final Tech Memo to City and APM concurrent with Tech Memo 7.

City Deliverables

- 4A PMT Meeting #4 (Subtask 4.1)
- 4B TAC Meeting #2 (Subtask 4.2)
- 4C CAC Meeting #2 (Subtask 4.5)
- 4D Community Meeting and Virtual Community #1 (Subtasks 4.6)
- 4E PC Meeting #2 (Subtask 4.7)
- 4F City Council Meeting #2 (Subtask 4.8)
- 4G Review and comment on Consultant deliverables

Consultant Deliverables

- 4A PMT Meeting #4 (Subtask 4.1)
- 4B TAC Meeting #2 (Subtask 4.2)
- 4C Revised Draft Tech Memo 7 (Subtask 4.3)
- 4D Revised Draft Tech Memo 8 (Subtask 4.4)
- 4E CAC Meeting #2 (Subtask 4.5)
- 4F Community and Virtual Community Meeting #1 (Subtask 4.6)
- 4G PC Meeting #2 (Subtask 4.7)
- 4H City Council Meeting #2 (Subtask 4.8)
- 4I Final Tech Memo 7 (Subtask 4.9)
- 4J Final Tech Memo 8 (Subtask 4.10)

Task 5: Solutions: Develop and Evaluate

Objective: Develop, refine and evaluate potential TSP solutions to deficiencies and needs, paying attention to avoid re-evaluating solutions that have already been satisfactorily defined (but not implemented) or it has been determined no solution is worth pursuing. Screen solutions for obvious environmental, engineering, land use, or financial "fatal flaws", and then evaluate feasible TSP solutions against the Project Evaluation Criteria.

Subtasks

- 5.1 **Draft Tech Memo 10: TSP Solutions** – Consultant shall prepare a draft and revised Draft Tech Memo 10, to recommend TSP Solutions and to update the 2008 TSP projects and programs, build on the “Menu of Potential Solutions” and build on the needs identified in Final Tech Memo 8. For vehicular-system solutions, the solutions from the 2008 TSP are to be brought forth to the West Linn TSP Update with any exceptions to the “Safety Study Intersections”. Consultant shall consider the Refined TSP Key Outcomes and satisfy the standards, goals and objectives, and Evaluation Criteria identified in Tech Memos 1 and 3 in selecting the TSP Solutions. Consultant shall identify potential project(s) that would help meet the mobility standards, including operational improvements, local street system improvements, TDM, and alternative mode improvements with order of magnitude cost estimates. Consultant must identify, in consultation with ODOT or other facility owners, whether major improvements are feasible from financial, environmental, and land use perspectives. The objective is to avoid the need to develop alternative mobility standards as a future plan refinement,

consistent with Oregon Highway Plan Action 1G1 and, amongst other objectives, to expand travel options and reduce greenhouse gas emissions.

For solutions currently not in the 2008 TSP, Consultant shall identify one to three alternative solutions, typically depending upon the identified system needs (gap or deficiency) or objectives. The City PM and APM shall provide direction on the number of alternative solutions, if there is a debate or question. Solutions must reflect and implement the Metro 2035 RTP Corridor Investment Strategies. Projects included in the 2008 TSP and in the Financially Constrained and “State” RTP systems of investments (project lists), Regional TSMO Plan, Regional Freight Plan, and Regional High Capacity Transit Plan must be considered against the new Policy Framework (Tech Memo 1) and the Evaluation Criteria in Tech Memo 3.

Solutions must be packaged by mode and project mode and type in the order listed in RTFP section 3.08.220. The Consultant must indicate, by ranking method, how the TSP solution(s) support the Refined TSP Key Outcomes. Consultant shall identify a refined menu of TSP solutions to help solve or address the identified gaps and deficiencies, for Committee members’ and City officials’ use during the outreach meetings. Order of magnitude planning cost estimates must be included.

Tech Memo 10 must include the following elements:

- A. Update of the 2008 TSP Safety Solutions and Improvements.** Consultant shall bring forth the 2008 proposed recommended safety improvements not yet implemented for pedestrian, bicycle, transit and vehicle travel for only the “Safety Study Intersections”. Safety improvements are expected to potentially include traffic calming, realignment and other geometric improvements. The description of proposed solutions must include the needed acquisition of any easements and rights-of-way.
- B. List of TSMO Solutions and Improvements** – Consultant shall develop a list of TSMO solutions and improvements, including TDM, geometric, and operational improvements and including consideration of transit and freight signal priority. Consultant shall identify projects within the City, County, and region that provide transportation system and demand management benefit for travelers to, through, and within the Project Area. Consultant shall use planning-level evaluation of potential strategies that effect signal timing (e.g., transit signal priority, freight signal priority, and Intelligent Transportation Systems strategies). Consultant shall also include “best practices” parking management strategies, TDM standards for new development¹ and TDM education and incentive programs. Consultant shall identify four new “park and ride” parking lot locations, if identified as a need in Draft Tech Memo 9.
- C. Access Management Solutions** - Consultant shall recommend access management and spacing solutions for State facilities and City and County arterials, incorporating

¹ See “TDM Plans for Development,” <http://www.oregon.gov/LCD/TGM/docs>

the access management provisions from the “West Linn OR43 Conceptual Design Plan” and maintaining 10th Street access provisions between I-205 and Willamette Falls Drive from 2008 TSP, or obtaining ODOT approval to any recommended access modifications. Solutions may be physical improvements or recommendations for Code or street standard amendments. Consultant shall identify facilities or segments thereof where a future more detailed access management plan would encourage smoother traffic flows with fewer collisions and fewer conflicts with pedestrians and bicycles.

- D. Prioritized Lists of Pedestrian, Bicycle, Trail, and Transit Solutions and Improvements** Consultant shall recommend potential improvements to the existing transit system, both locally and regionally, including sidewalk access, safe crossings of roadways to access transit stops to improve the quality of the transit stops and to meet identified transit needs. Consultant shall identify new routes and areas requiring new or additional transit service and identify whether these routes are likely to be cost-effective to serve. Any language addressing recommendations for changes in transit service must be developed in collaboration with TriMet. Consultant shall recommend solutions to meet identified bicycle and pedestrian needs, including recommendations to improve connectivity to key employment and shopping destinations, schools and transit stops and to the existing multi-use trails system. Consultant shall recommend new multi-use trail locations within the City. Consultant shall conduct an access to transit opportunities analysis utilizing data from TriMet, with geospatial analysis techniques similar to the Pedestrian Network Analysis. Consultant shall identify three target areas that provide the most opportunity for improvement, based on the transit opportunities analysis. Solutions and improvements related to these opportunity areas must be highlighted in the prioritized list. Consultant shall determine if the Metro non-SOV mode split targets have been met and, if not, Consultant shall assess why the target is or will not likely be met, and recommend actions the City can take to meet the 2035 targets. To help inform potential new actions, the Consultant shall consider actions for achieving non-SOV mode split targets recommended by the 2005 Metro TGM Non-SOV Modal Target study. Bicycle and pedestrian projects must be shown as stand-alone projects, while indicating which of those offer the potential to be rolled into larger roadway projects.
- E. List of Improvements to Improve System Connectivity** - Consultant shall recommend updates to the 2008 TSP to improve street network connectivity, if and where feasible connections exist.
- F. List of Solutions and Improvements to Maintain Freight Mobility and Reliability** - Consultant shall update the 2008 TSP to recommend freight route improvements (including rail) for consistency with the RTFP.
- G. List of Solutions and Improvements to Maintain or Improve Roadway Capacity** - Consultant shall bring forth 2008 TSP projects to address capacity needs, identify where capacity improvements are not feasible and identify locations that do not or

will not be likely to meet regional mobility standards based on the 2008 TSP, considering other identified Project solutions are in place.

- H. Screening** – Consultant shall screen new solutions (not 2008 TSP solutions) proposed above in A through G, for obvious environmental, engineering, land use “fatal flaws” and anticipated funding capacity. This screening can be qualitative or sketch level, and need not include a full system wide traffic analysis, but does require operational analysis where alternative solutions to a specific localized operational or capacity need are proposed.
- I. Performance Measures and Targets** – Consultant shall incorporate the transportation performance measures and targets consistent with RTFP Section 3.08.230 and the Evaluation Criteria. Where the regional mobility standards in Table 3.08-2 of the RTFP will not likely be met, Consultant shall document where the mobility standards are not met and why, and identify future refinement plans with a timeframe and budget. For facilities where the regional mobility standards in Table 3.08-2 of the RTFP will not be met, Consultant shall provide findings explaining why the TSP solutions do not solve the need(s) and shall identify in the Updated TSP project list a future refinement plan with a timeframe and budget for alternative mobility standards to be developed.
- J. System Performance Monitoring** - Consultant shall develop a practical approach to system performance monitoring. The system performance monitoring must be a refinement of the concept(s) introduced in Tech Memo 3.

Consultant shall provide the Draft Tech Memo 10 to PMT and TAC for their meetings.

- 5.2 **Revised Draft Tech Memo 9: Regulatory Solutions** – Consultant shall revise Draft Tech Memo 9 to recommend any Municipal Code and policy changes needed to implement work from Draft Tech Memo 10, and the Municipal Code and policy changes must be in 100% complete format. Consultant shall incorporate TDM code requirements for new development and major expansions, and access management (identified in Draft Tech Memo 10) while maintaining the Metro RTFP, TPR section -045 measures for compliance from the Draft Tech Memo 10. If there are corridors where more or new transit service is desired, there must be a recommended policy to support implementation. As part of this deliverable, Consultant’s shall make two revisions: one to incorporate Task 4 input and one to incorporate input from PMT Meeting #5, TAC Meeting #3, and CAC Meeting #3.
- 5.3 **PMT Meeting #5** - Consultant shall organize and facilitate a PMT Meeting #5 in West Linn. Consultant shall facilitate PMT Meeting #5, provide an agenda at least two business days prior to meeting, and provide a meeting summary no later than one week following meeting. The purpose of PMT Meeting #5 is to discuss Revised Draft Tech Memo 9, conduct a preliminary evaluation and prioritization of the Draft Tech Memo 10 recommendations, and prepare for presentations to the Task 5 committee and community

meetings. Consultant shall provide Draft Tech Memo 10 to PMT at least one week prior to meeting.

- 5.4 **TAC Meeting #3** – City shall organize and Consultant shall facilitate TAC Meeting #3 to review and receive feedback on Revised Draft Tech Memo 9 and conduct an evaluation and prioritization to evaluate, score and prioritize the potential solutions identified in Draft Tech Memo 10. This evaluation and prioritization of the solutions identified in Draft Tech Memo 10 must go beyond using the qualitative evaluation criteria developed in Tech Memo 3 to determine whether the potential Draft Tech Memo 10 solutions are likely to achieve the measurable objectives identified Tech Memo 3 and, if not, recommend changes to increase the likelihood of meeting the objectives. Consultant shall present materials and be responsible for the draft and final TAC Meeting #3 agenda and the notes summarizing the meeting.
- 5.5 **CAC Meeting #3** – City shall organize and Consultant shall facilitate CAC Meeting #3 to review and receive feedback on draft Tech Memo 9 and 10. Consultant shall present materials and be responsible for the draft and final meeting agenda and the notes summarizing the meeting.
- 5.6 **Revised Draft Tech Memo 10** - Consultant shall prepare Revised Draft Tech Memo #10 incorporating PMT, TAC and CAC comments. Consultant shall also finalize the evaluation and prioritization from PMT Meeting #5, to evaluate, score and prioritize the potential solutions (identified in A - G of Draft Tech Memo 10) based on PMT, TAC and CAC comments.
- 5.7 **Community and Virtual Community Meeting #2** – City shall organize and Consultant shall facilitate Community and Virtual Community Meeting #2 to gain citizen feedback on the screening, evaluation and prioritization of the identified needs. Consultant shall produce handouts and materials and the City shall provide meeting notice(s), meeting location, logistics and provide copies of any meeting materials. A minimum of two Consultant team members shall attend Community Meeting #2 and the City shall provide any needed staff support. Consultant shall provide a presentation of the Project to date, in a format to convey the material and to gain citizen input. Meeting materials must include 5-10 poster boards and a 10-20 slide PowerPoint Presentation. Consultant shall provide to the City and APM a summary of the citizen comments and recommendations received at Community Meeting #2 in the form of meeting summary notes.

Community Meeting #2 must include an on-line Virtual Community Meeting #2 event effort that allows people to participate on-line to provide input. The on-line event must take place during the in-person community meeting and remain available for approximately seven days. Consultant shall prepare a summary of comments received from the Virtual Community Meeting #2 event, along with the in-person meeting summary notes. The Virtual Community Meeting must include web versions of poster boards, PowerPoint slides, and handouts presented at the Community Meeting, as well as

the opportunity to provide similar input as sought at the in-person Community Meeting. The Virtual Community Meeting will not include any Project videos.

- 5.8 **Final Tech Memo 9** - Consultant shall prepare Final Tech Memo 9 to reflect the direction of the PMT to incorporate comments of the public, CAC, and TAC. Consultant shall provide copies to the City and APM within 2 weeks of Community Meeting #2.
- 5.9 **Final Tech Memo 10** - Consultant shall prepare Final Tech Memo 10 to reflect the direction of the PMT to incorporate comments of the public, CAC, and TAC. Consultant shall provide copies to the City and APM within 2 weeks of Community Meeting #2.

City Deliverables

- 5A PMT Meeting #5 (Subtask 5.3)
- 5B TAC Meeting #3 (Subtask 5.4)
- 5C CAC Meeting #3 (Subtask 5.5)
- 5D Community and Virtual Community Meeting #2 (Subtask 5.7)
- 5E Review and comment on Consultant deliverables

Consultant Deliverables

- 5A Draft Tech Memo 10 (Subtask 5.1)
- 5B Revised Tech Memo 9 (Subtask 5.2)
- 5C PMT Meeting #5 (Subtask 5.3)
- 5D TAC Meeting #3 (Subtask 5.4)
- 5E CAC Meeting #3 (Subtask 5.5)
- 5F Revised Draft Tech Memo 10 (Subtask 5.6)
- 5G Community and Virtual Community Meeting #2 (Subtask 5.7)
- 5H Final Tech Memo 9 (Subtask 5.8)
- 5I Final Tech Memo 10 (Subtask 5.9)

Task 6: Develop Draft Planned and Financially Constrained TSP and TSP Policy

Objectives: Gain consensus on the draft planned and a financially-constrained system of transportation facilities and transportation services for all modes to be evaluated; prioritize programs and projects, based on the Project Evaluation Criteria, to reflect available funds and the timing of when the need occurs. Define the financially constrained system of improvements that can be assumed to be provided by the end of the planning period for the purpose of future Comprehensive Plan and Zoning amendments subject to the TPR, section -0060. Define a planned transportation system that would be provided if additional financial resources were to become available.

Subtasks

6.1 **Draft Tech Memo 11: Planned and Financially Constrained Transportation Systems**

- Consultant shall prepare a draft and revised Draft Tech Memo 11 to describe the Planned and Financially Constrained Transportation Systems consistent with TPR Section -0040. The description of each of these Systems must be sufficient to describe the planned mode, function, performance standards, typical cross-section, and general location of facilities, services, and improvements. Projects or planned improvements that involve financial contributions from sources outside the City must include a statement as to the likelihood of funding availability, developed in concert with the jurisdiction or agency expected to provide funding. One-time capital funds must be distinguished clearly from continuing operating expenditures. The development of the Planned and Financially Constrained Transportation Systems must be consistent with the Project Key Outcomes, and must be based on the Evaluation Criteria. Consultant shall consider the feedback from the PMT, TAC, CAC, PC and City Council in previous tasks in developing the Financially Constrained and Planned Transportation Systems.

Consultant shall provide an initial version of the memo to the TAC in addition to City and APM with a comment deadline.

6.2 **CAC Meeting #4** - City shall organize and Consultant shall facilitate CAC Meeting #4 to discuss draft Tech Memo 11 and to gain consensus on what should constitute the Financially Constrained and Planned Transportation Systems and those aspects of Final Tech Memo 9 not previously reviewed or needing further discussion.

6.3 **Revised Tech Memo 11** - Consultant shall prepare Revised Tech Memo 11 at the direction of PMT, to reflect the feedback of the CAC. Consultant shall provide copies of revised Tech Memo 11 to the City and APM within 2 weeks after CAC Meeting #4.

6.4 **City Council and PC Joint Work Session #1** - City shall organize and Consultant shall facilitate a joint meeting to update the PC and City Council on the status of the Project and gain consensus on what should constitute the Financially Constrained and Planned Transportation Systems, TSP Policy and Regulatory Solutions. The Consultant's presentation must include a 10-20 slide PowerPoint Presentation summarizing the material.

City Deliverables

- 6A CAC Meeting #4 (Subtask 6.2)
- 6B City Council and PC Joint Work Session #1 (Subtask 6.4)
- 6C Review and comment on Consultant deliverables

Consultant Deliverables

- 6A Draft Tech Memo 11 (Subtask 6.1)
- 6B CAC Meeting #4 (Subtask 6.2)
- 6C Revised Tech Memo 11 (Subtask 6.3)
- 6D City Council and PC Joint Work Session #1 (Subtask 6.4)

Task 7: Evaluate Draft Planned and Financially Constrained Transportation Systems

Objective: Evaluate the Financially Constrained Transportation System and gain feedback on the Solutions.

Subtasks

- 7.1 **Draft Tech Memo 12: Performance Analysis of Financially Constrained and Planned Transportation Systems and Alternative Mobility Targets** - Consultant shall prepare a draft and revised Draft Tech Memo 12, analyzing the performance of the financially constrained and planned systems consistent with *Expectations for Traffic Analysis*, including vehicle queues, and summarize the results. Based on the performance analysis, Consultant shall recommend any revisions to the Draft Financially Constrained and Planned Systems. Consultant shall recommend phasing and sequencing of projects. If and where the recommended Planned System does not satisfy regional and state mobility targets, Consultant shall document the difference(s) and recommend a strategy for how this issue can best be addressed as a future action, separate from the Updated TSP.
- 7.2 **TAC Meeting # 4** - City shall organize and Consultant shall facilitate TAC Meeting #4 to review and gather comments on Draft Tech Memo 12.
- 7.3 **CAC Meeting # 5** - City shall organize and Consultant shall facilitate CAC Meeting #5 to review and gather comments on Draft Tech Memo 12.
- 7.4 **Final Tech Memo 11** - Consultant shall prepare Final Tech Memo 11 to reflect the direction of PMT, to incorporate the comments of the public, CAC, and TAC. Consultant shall provide copies of Final Tech Memo 11 to City and APM within 2 weeks of City Council and PC Joint Work Session#1.
- 7.5 **Final Tech Memo 12** - Consultant shall prepare Final Tech Memo 12 to reflect the direction of PMT, and to incorporate the comments of the CAC and TAC. Consultant shall provide copies of final Tech Memo 12 to City and APM within 2 weeks of City Council and PC Joint Work Session #1.

City Deliverables

- 7A TAC Meeting #4 (Subtask 7.2)
- 7B CAC Meeting #5 (Subtask 7.3)
- 7C Review and comment on Consultant deliverables

Consultant Deliverables

- 7A Draft Tech Memo 12 (Subtask 7.1)
- 7B TAC Meeting #4 (Subtask 7.2)
- 7C CAC Meeting #5 (Subtask 7.3)
- 7D Final Tech Memo 11 (Subtask 7.4)
- 7E Final Tech Memo 12 (Subtask 7.5)

Task 8: Draft TSP Update and Implementing Language

Objective: Prepare the Draft TSP Update, RTP Amendments and implementing TSP language for consideration by City officials and Metro.

Subtasks

- 8.1 **Draft TSP Update** - Consultant shall prepare a Draft TSP Update, incorporating earlier Tech Memos. The Draft TSP must follow the organization of the 2008 TSP and include, separately, or as a part of Draft TSP Update as determined by City PM, draft amendments to the City Code and other implementing ordinances necessary to implement the TSP Update and based on Tech Memo 10. Some or part of the Tech Memos prepared earlier in the Project may be included as an Appendix to the Draft TSP Update and any recommended changes to the RTP project list. Consultant shall provide the TAC and CAC a link to the Draft TSP with a comment deadline.
- 8.2 **Metro and DLCDC Notice** - City shall submit a link to a copy of the Draft TSP Update to Metro's Chief Operating Officer at least 45 days prior to the first public hearing as directed in the RTFP, and make all corrections as designated by Metro prior to the public hearing. City shall also submit a copy of the Draft TSP Update to DLCDC at least 35 days prior to the first evidentiary hearing as directed by ORS 197.610 and OAR 660-018-020 and make all corrections necessary prior to the public hearing.
- 8.3 **Community Meeting #3** – City shall organize and Consultant shall facilitate Community Meeting #3 to gain citizen feedback on Draft TSP Update. City shall invite City Council and Planning Commission members to attend. A minimum of two Consultant team members shall attend Community Meeting #3 and City shall provide staff support. Meeting materials must be previewed by the City PM and APM for approval and include, at a minimum, 5-10 poster boards and a 10-20 slide PowerPoint Presentation. Consultant shall provide to City and APM a summary of the citizen comments and recommendations received at Community Meeting #3, in the form of meeting summary notes.

Community Meeting #3 must include an on-line Virtual Community Meeting #3 event effort that allows people to participate on-line to provide input. The on-line event must take place during the in-person community meeting and remain available for at least seven days. Consultant shall prepare a summary of comments received from the Virtual Community Meeting #3 event, along with the in-person meeting summary notes. The Virtual Community Meeting must include web versions of poster boards, PowerPoint slides, and handouts presented at the Community Meeting, as well as the opportunity to provide similar input as sought at the in-person Community Meeting. Virtual Community Meeting will not include any Project videos.
- 8.4 **Recommended TSP Update** - Consultant shall revise the Draft TSP Update into the Recommended TSP Update incorporating comments from City, APM and Community

Meeting #3 and shall submit twenty paper copies and one electronic copy of the Recommended TSP Update on compact discs to the City and one hard copy to the APM concurrent with any identified revisions to Memo 9, the implementing code, policy and RTP Amendments revised under another subtask. City shall send an email with a link to the Recommended TSP Update to interested parties including the APM, TAC, CAC, DLCD and Metro.

City Deliverables

- 8A Metro and DLCD Notice (Subtask 8.2)
- 8B Community and Virtual Community Meeting #3 (Subtask 8.3)
- 8C Review and comments on Consultant deliverables

Consultant Deliverables

- 8A Draft TSP Update (Subtask 8.1)
- 8B Community and Virtual Community Meeting #3 (Subtask 8.3)
- 8C Recommended TSP Update (Subtask 8.4)

Task 9: Final TSP, Implementing Language and Adoption Findings

Objective: Adoption of Recommended TSP Update and Implementing Language.

Subtasks

- 9.1 **City Council and PC Joint Work Session #2** – Consultant shall attend one work session between the City Council and PC to summarize comments from Community Meeting #3, provide an overview of the Recommended TSP Update and its documentation and to answer questions. The City shall arrange, notice, and conduct this work session.
- 9.2 **TSP Staff Report and Findings** - City shall prepare a staff report with findings to support adoption of the Recommended TSP Update and implementing language.
- 9.3 **PC Adoption Hearings** - City shall conduct the PC Hearings to consider recommendation of the adoption of the Revised Updated TSP, Revised Implementing Amendments, Revised Adoption Findings and associated Legislative application. City shall arrange and notice the PC Adoption Hearings.
- 9.4 **City Council Adoption Hearing** – City shall conduct the City Council Adoption Hearings to consider adoption of the Revised Updated TSP, Revised Implementing Ordinance Amendments, and Revised Adoption Findings. Consultant shall attend and present the materials to be considered at up to one City Council Adoption Hearing. City shall arrange and notice the City Council Adoption Hearing and report any language changes to Consultant.
- 9.5 **Adopted TSP**– Once the City Council takes action on the Recommended TSP Update, the Consultant shall prepare a final TSP version with the adopting ordinance number and

effective date, if known, incorporating City Council actions. Consultant shall submit eleven bound copies of the Adopted TSP to City, plus 3 hard copies to APM and submit an electronic copy of all documentation on compact discs to the City and APM in PDF and a modifiable format.

- 9.6 **Adopted TSP to Metro** - City shall submit a hard copy of the Adopted TSP to Metro's Chief Operating Officer within 14 days after adoption.
- 9.7 **Title VI Report** – City shall prepare and submit to the APM Title VI Report documenting Project processes and outreach for all income, race, gender, and age groups for the entire Project.

City Deliverables

- 9A City Council and PC Joint Work Session #2 (Subtask 9.1)
- 9B TSP Staff Report and Findings (Subtask 9.2)
- 9C PC Adoption Hearings (Subtask 9.3)
- 9D City Council Adoption Hearings (Subtask 9.4)
- 9E Adopted TSP to Metro (Subtask 9.6)
- 9F Title VI Report (Subtask 9.7)

Consultant Deliverables

- 9A City Council and PC Joint Work Session #2 (Subtask 9.1)
- 9B PC Adoption Hearing (Subtask 9.3)
- 9C City Council Adoption Hearing (Subtask 9.4)
- 9D Adopted TSP (Subtask 9.5)

TASK 10: Contingent Task

Contingent Task: No Services under this contingent task shall be performed without the prior written approval (e-mail acceptable) of APM. APM shall give separate written authorization for each subtask.

- 10.1 **Contingent Meeting #1** - Upon written authorization of APM, Consultant shall attend an additional Project meeting (PMT, TAC, CAC, PC or City Council) to present and receive feedback. Consultant shall provide summary meeting notes within one week of meeting. Consultant Key Staff: Susan Wright
- 10.2 **Contingent Meeting #2** - Upon written authorization of APM, Consultant shall attend an additional Project meeting (PMT, TAC, CAC, PC or City Council) to present and receive feedback. Consultant shall provide summary meeting notes within one week of meeting. Consultant Key Staff: Susan Wright
- 10.3 **Contingent Meeting #3** - Upon written authorization of APM, Consultant shall attend an additional Project meeting (PMT, TAC, CAC, PC or City Council) to present and

receive feedback. Consultant shall provide summary meeting notes within one week of meeting. Consultant Key Staff: Susan Wright

10.4 **Contingent Code Changes** - Upon written authorization of APM, Consultant shall revise Final Memo #9 to reflect requested changes prior to or during TSP adoption. City shall send an email with a link to code changes to interested parties including the APM, TAC, CAC, DLCD and Metro.

10.5 **Contingent Sensitivity Analysis 1** - Upon written authorization of APM, Consultant shall perform a “sensitivity analysis” to more closely study a segment of the transportation system as defined by the PMT.

Consultant Deliverables

- 10A Contingent Meeting #1 (Subtask 10.1)
- 10B Contingent Meeting #2 (Subtask 10.2)
- 10C Contingent Meeting #3 (Subtask 10.3)
- 10D Contingent Code Changes (Subtask 10.4)
- 10E Contingent Sensitivity Analysis (Subtask 10.5)

Project Schedule

Task	Timeframe	City Match Estimate
1: Policy Framework	October - November	\$5,000
2: Initiate Committee Involvement	November - December	\$3,000
3: Transportation System Needs	October – December	\$3,000
4: Present Potential Solutions	November - January	\$2,000
5: Solutions: Develop and Evaluate	December - March	\$2,000
6: Develop Draft Planned and Financially Constrained TSP and TSP Policy	February -May	\$3,000
7: Evaluate Draft Planned and Financially Constrained Transportation Systems	April - June	\$2,000
8: Draft TSP Update and Implementing Language	June - August	\$3,000
9: Final TSP, Implementing Language and Adoption Findings	June - September	\$3,500
10: Contingent Task	Ongoing	\$1,000
TOTAL		\$27,500

Consultant Deliverables Table

Task	Description	Cost per Deliverable	Sub Total
1	Policy Framework		
1A	Refined Project Schedules (Subtask 1.3)	\$800	
1B	Project Mailings (Subtask 1.4)	\$4,000	
1C	Review Comments on Tech Memo 1(Subtask 1.6)	\$1,300	
1D	Review Comments on Tech Memo 2 (Subtask 1.7)	\$750	
1E	PMT Meeting #1 (Subtask 1.8)	\$2,050	
1F	Key Outcomes Workshop (Subtask 1.10)	\$3,150	
1G	Revised Tech Memo 3 (Subtask 1.11)	\$2,300	
1H	Review Comments on Tech Memo 4 (Subtask 1.12)	\$650	
1I	Draft Tech Memo 5 (Subtask 1.13)	\$12,350	
	Subtotal - Task 1		\$27,350
2	Initiate Committee Involvement		
2A	PMT Meeting #2 (Subtask 2.1)	\$1,850	
2B	TAC Meeting #1 (Subtask 2.2)	\$2,500	
2C	CAC Meeting #1 (Subtask 2.3)	\$1,650	
2D	PC Meeting #1 (Subtask 2.4)	\$1,800	
2E	City Council Meeting #1(Subtask 2.5)	\$1,800	
2F	Final Tech Memos 1, 3 and 5 (Subtask 2.6)	\$2,750	
	Subtotal - Task 2		\$12,350
3	Transportation System Needs		
3A	PMT Meeting #3 (Subtask 3.1)	\$1,850	
3B	Draft Tech Memo 7 (Subtask 3.3)	\$12,650	
3C	Draft Tech Memo 8 (Subtask 3.4)	\$5,300	
3D	Draft Tech Memo 9 (Subtask 3.5)	\$8,650	
	Subtotal - Task 3		\$28,450
4	Present Potential Solutions		
4A	PMT Meeting #4 (Subtask 4.1)	\$1,850	
4B	TAC Meeting #2 (Subtask 4.2)	\$2,500	
4C	Revised Draft Tech Memo 7 (Subtask 4.3)	\$1,250	
4D	Revised Draft Tech Memo 8 (Subtask 4.4)	\$3,250	
4E	CAC Meeting #2 (Subtask 4.5)	\$1,650	
4F	Community and Virtual Community Meeting #1 (Subtask 4.6)	\$8,300	
4G	PC Meeting #2 (Subtask 4.7)	\$2,500	
4H	City Council Meeting #2 (Subtask 4.8)	\$2,150	

Task	Description	Cost per Deliverable	Sub Total
4I	Final Tech Memo 7 (Subtask 4.9)	\$800	
4J	Final Tech Memo 8 (Subtask 4.10)	\$2,100	
	Subtotal - Task 4		\$26,350
5	Solutions: Develop and Evaluate		
5A	Draft Tech Memo 10 (Subtask 5.1)	\$11,150	
5B	Revised Tech Memo 9 (Subtask 5.2)	\$1,800	
5C	PMT Meeting #5 (Subtask 5.3)	\$2,050	
5D	TAC Meeting #3 (Subtask 5.4)	\$2,600	
5E	CAC Meeting #3 (Subtask 5.5)	\$1,850	
5F	Revised Draft Tech Memo 10 (Subtask 5.6)	\$1,750	
5G	Community and Virtual Community Meeting #2 (Subtask 5.7)	\$7,500	
5H	Final Tech Memo 9 (Subtask 5.8)	\$1,300	
5I	Final Tech Memo 10 (Subtask 5.9)	\$1,300	
	Subtotal – Task 5		\$31,300
6	Develop Draft Planned and Financially Constrained TSP and TSP Policy		
6A	Draft Tech Memo 11 (Subtask 6.1)	\$5,850	
6B	CAC Meeting #4 (Subtask 6.2)	\$2,400	
6C	Revised Tech Memo 11 (Subtask 6.3)	\$1,550	
6D	City Council and PC Joint Work Session #1 (Subtask 6.4)	\$2,150	
	Subtotal – Task 6		\$11,950
7	Evaluate Draft Planned and Financially Constrained Transportation Systems		
7A	Draft Tech Memo 12 (Subtask 7.1)	\$7,550	
7B	TAC Meeting #4 (Subtask 7.2)	\$2,200	
7C	CAC Meeting #5 (Subtask 7.3)	\$1,650	
7D	Final Tech Memo 11 (Subtask 7.4)	\$1,350	
7E	Final Tech Memo 12 (Subtask 7.5)	\$1,100	
	Subtotal – Task 7		\$13,850
8	Draft TSP Update and Implementing Language		
8A	Draft TSP Update (Subtask 8.1)	\$15,550	
8B	Community and Virtual Community Meeting #3 (Subtask 8.3)	\$7,500	
8C	Recommended TSP Update (Subtask 8.4)	\$5,100	
	Subtotal – Task 8		\$28,150

Task	Description	Cost per Deliverable	Sub Total
9	Final TSP, Implementing Language and Adoption Findings		
9A	City Council and PC Joint Work Session #2 (Subtask 9.1)	\$3,500	
9B	PC Adoption Hearing (Subtask 9.3)	\$2,900	
9C	City Council Adoption Hearing (Subtask 9.4)	\$2,250	
9D	Adopted TSP (Subtask 9.5)	\$4,500	
	Subtotal – Task 9		\$13,150
	SUBTOTAL		\$192,900
10	Contingent Task		
10A	Contingent Meeting #1 (Subtask 10.1)	\$1,600	
10B	Contingent Meeting #2 (Subtask 10.2)	\$1,600	
10C	Contingent Meeting #3 (Subtask 10.3)	\$1,100	
10D	Contingent Code Changes (Subtask 10.4)	\$1,100	
10E	Contingent Sensitivity Analysis 1 (Subtask 10.5)	\$1,500	
	Contingency Subtotal – Task 10		\$6,900
		PROJECT TOTAL	\$199,800

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

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

V. NONDISCRIMINATION

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

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

without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

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

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

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

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

DBE POLICY STATEMENT

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

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

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