



COPY 7

BARBARA M. CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

March 19, 2015

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement for TGM Grant Agreement No. 30522
with Oregon Department of Transportation to Develop a
Monroe Neighborhood Street Design Plan**

Purpose/Outcomes	Intergovernmental Agreement with ODOT for the Monroe Neighborhood Street Design Plan
Dollar Amount and Fiscal Impact	Total Project Cost Estimate: \$136,750 Road Fund Match: \$16,410 (staff time)
Funding Source	Transportation and Growth Management Program (TGM) County Road Fund
Safety Impact	Project will develop a neighborhood street design plan to improve safety for all modes of travel, including pedestrians and cyclists. A Safe Routes to School plan will be completed for Whitcomb Elementary School as a part of this project.
Duration	Project shall begin when all required signatures are obtained and terminates on June 30, 2016
Previous Board Action	At the June 11, 2014 BCC Policy Session the BCC approved the grant application and sent a letter of support dated June 12, 2014.
Contact Person	Karen Buehrig, Transportation Planning Supervisor 503-742-4683

BACKGROUND:

The Oregon Transportation and Growth Management Program (TGM) provides local governments with funding for planning projects and Transportation System Plan (TSP) updates. At the June 11, 2014 study session meeting the Board of County Commissioners expressed support for the TGM grant application and a letter of support from the BCC was submitted with the application. In August 2014, DTD was notified that the grant application had been awarded and has since been working with ODOT to develop the statement of work and the Intergovernmental Agreement.

The primary purpose of the Clackamas County Monroe Neighborhood Street Design Plan (Project) is to develop a conceptual plan for the street design treatments for the selected route considering bicycle, pedestrian and vehicular movement. In addition, the Project will identify the primary active transportation route from the intersection of SE Linwood Avenue and SE Monroe Street in order to extend the City of Milwaukie Monroe Street Greenway to the I-205 multi-use path and Clackamas Regional Center area. The Project also includes developing a Safe Routes to School Plan for Whitcomb Elementary School, which is located within the Project area.

The total project cost is estimated at \$136,750. County Road Fund will provide the match in the form of staff time on the project, estimated at \$16,410.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval of the attached Intergovernmental Agreement for TGM Grant Agreement No. 30522 for the Monroe Neighborhood Street Design Plan.

Respectfully submitted,



Mike Bezner, PE

Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Karen Buehrig at 503-742-4683

INTERGOVERNMENTAL AGREEMENT
Clackamas County, Monroe Neighborhood Street Design 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 Clackamas County ("County" 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. County 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. "County's Amount" means the portion of the Grant Amount payable by ODOT to County for performing the tasks indicated in Exhibit A as being the responsibility of County.

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

C. "County's Project Manager" means the individual designated by County 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 County 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 County's Amount and the Consultant's Amount.

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

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

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

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

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

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

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on June 30, 2016 ("Termination Date").

B. Grant Amount. The Grant Amount shall not exceed \$120,340.

C. County's Amount. The County's Amount shall not exceed \$29,090.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$91,250.

E. County's Matching Amount. The County's Matching Amount is \$16,410 or 12% of the Total Project Costs.

SECTION 3. DISBURSEMENTS

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

B. County shall present reimbursement requests, cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. County shall submit reimbursement requests, cost reports for 100% of County's Federally Eligible Costs, and shall be reimbursed at 63.93% up to the County's Amount.

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

D. ODOT reserves the right to withhold payment equal to ten percent (10%) of each disbursement until 45 days after ODOT's Contract Administrator's approval of the

completion report described Section 5.K(2), at which time the balance due to County under this Agreement shall be payable.

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

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

SECTION 4. COUNTY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

A. County 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 County.

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

5. The authorization, execution and delivery of this Agreement by County, 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 County 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 County.

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

C. County understands and agrees that ODOT's obligation hereunder is contingent on ODOT having received 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.

SECTION 5. GENERAL COVENANTS OF COUNTY

A. County shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. County shall complete the Project; provided, however, that County 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. County shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which County is identified in Exhibit A as being responsible.

C. County shall perform such work identified in Exhibit A as County'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. County 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 County, 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. County 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. County 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. County agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, County 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. County 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, County 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. County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document County's performance. County 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 County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

County 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 County's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and County 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", County 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. County shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. County 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 County a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) County 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, County 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, County shall

(1) pay to ODOT County’s Matching Amount less Federally Eligible Costs previously reported as County’s Matching Amount. ODOT may use any funds paid to it under this Section 5.K (1) or any of the County’s Matching Amount that is applied to the Project pursuant to Section 3.A to substitute for an equal amount of federal MAP-21 funds used for the Project or use such funds as matching funds; and

- (2) provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:
 - (a) The permanent location of Project records (which may be subject to audit);
 - (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are reimbursable hereunder and those costs which are being treated by County as County's Matching Amount;
 - (c) A list of final deliverables; and
 - (d) County's final disbursement request.

SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though ODOT, rather than County is the party to the PSK with the Consultant, ODOT and County 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 County;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from County;
- C. County shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. County will appoint a Project Manager to:
 - (1) be County'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 County 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. reserved
- B. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.
- D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

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

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

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

E. The parties agree as follows:

(a) Contribution.

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

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

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would

have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

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

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

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

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

(c) Alternative Dispute Resolution.

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

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and

signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

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

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.

County

Clackamas County

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

Contact Names:

Scott Hoelscher
Clackamas County
150 Beavercreek Rd.
Oregon City, OR 97045
Phone: 5037424524
Fax: 503-742-4349
E-Mail: scotthoe@clackamas.us

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

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Jerri Bohard, Division Administrator
Transportation Development Division

Date: _____

Exhibit A
TGM 1E-14
Statement of Work
Clackamas County Monroe Neighborhood Street Design Plan

<u>Agency Project Manager (APM)</u>		<u>Consultant Project Manager</u>	
Name:	Gail Curtis	Name:	Catherine Ciarlo
Address:	ODOT Region 1 123 NW Flanders St Portland, OR 97209-4037	Address:	CH2M HILL, Inc. 2020 SW Fourth Avenue, Suite 300 Portland, OR 97201
Phone:	503-731-8206	Phone:	503-872-4845
Fax:	503-731-3266	Cell:	503-449-7087
Email:	Gail.E.Curtis@odot.state.or.us	Email:	Email: catherine.ciarlo@ch2m.com
<u>County Project Manager</u>			
Name:	Scott Hoelscher		
Address:	Clackamas County 150 Beavercreek Rd Oregon City, OR 97045		
Phone:	503-742-4511		
Fax:	503-742-4559		
Email:	ScottHoe@co.clackamas.or.us		

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 & Abbreviations

Agency/ODOT – Oregon Department of Transportation
APM – Agency Project Manager
AT – Active Transportation
County – Clackamas County
County PM - County Project Manager
Outreach Plan - Community Outreach and Engagement Plan
PAC – Project Advisory Committee
PMT – Project Management Team
Project - Monroe Neighborhood Street Design Plan project
School Team - Whitcomb Elementary Safe Routes to School Team
TAC – Technical Advisory Committee
TSP –Transportation System Plan

Project Purpose and Transportation Relationship and Benefit

The primary purpose of Clackamas County Monroe Neighborhood Street Design Plan (“Project”) is to:

- a. identify the primary active transportation route from the intersection of SE Linwood Avenue and SE Monroe Street in order to extend the City of Milwaukie Monroe Street Greenway to the I-205 multi-use path and Clackamas Regional Center area;
- b. develop a conceptual plan for the street design treatments for the selected route considering user; bicycle, pedestrian and vehicular movement; construction and maintenance cost and
- c. develop a Safe Routes to School Plan for Whitcomb Elementary School located within the Project Area.

The streets to be evaluated for the primary active transportation route(s) include:

- Monroe Street between Linwood Avenue and Fuller;
- 72nd and Thompson Road between Monroe Street and Fuller Road;

- Fuller Road at Thompson to Boyer and Causey; and
- Fuller Road at Monroe to Boyer and Causey routes.

Project Area

The Project Area is located in unincorporated Clackamas County (“County”). The northern boundary is King Road, the eastern boundary is the I-205 multi-use path, the southern boundary is Harmony Drive/Causey Avenue, and the western boundary is SE Linwood Avenue. Whitcomb Elementary School is located within the Project Area boundaries. The City of Milwaukie is adjacent to the western boundary.

Background

The City of Milwaukie Monroe Street Greenway is a planned (and partially built) active transportation route that extends between the Willamette River and Trolley Trail on the west to SE Linwood Avenue on the east.

The Clackamas County Transportation System Plan (“TSP”) identifies SE Monroe Street as a key east-west bicycle route connection. Improvements to the SE Monroe Street route are intended to provide bicycle and pedestrian enhancements for the North Clackamas Revitalization Area, the urban renewal area just east of Milwaukie in the vicinity of Monroe Street. The 2014 TSP contains three Tier 1 projects for SE Monroe Street:

- a. SE Linwood Avenue to 72nd Avenue – Add bikeways
- b. 72nd Avenue to Fuller Road – Add bikeways and pedways
- c. Fuller Road to I-205 bike path –Add bikeways

Other intersection and street projects within the Project Area are soon to be constructed including:

- a. Boyer Street extension from Fuller Road to 82nd Avenue. This is a funded and programmed project to be complete by 2017.
- b. Improvements to 70th Street between Monroe Street and King Road are scheduled to be built the spring of 2015 and include a sidewalk.

The section of SE Monroe Street west of Linwood Avenue is designated in the Milwaukie TSP as a “Greenway”, an active transportation route and is currently being studied by the City of Milwaukie for improvements as part of the Monroe Street Neighborhood Greenway Conceptual Plan project. The SE Linwood Avenue and SE Monroe Street intersection is under the County’s jurisdiction; however, the City of Milwaukie project will include recommendations for safety and traffic improvements for the intersection.

Project Objectives

- Develop a neighborhood street design plan for the selected Project route that improves safety for all modes of travel but has a particular focus on facility planning for pedestrians and cyclists.
- Support a healthy and active community.
- Recommend selection criteria to be used in the route alternative analysis that includes safety and impact to health criterion.

- Identify the walking and biking destinations within the Project Area.
- Provide a map showing the “gaps and deficiencies” in sidewalks and bikeway facilities for the Safe Routes to Schools portion of the Project Area.
- Document desired road characteristics conducive to increasing pedestrian and bicycle safety or perceived safety for potential or recommended Project route(s) including Whitcomb Elementary Safe Routes to School routes.
- Identify crossing treatments for significant intersections along the potential or selected Project routes and for the Safe Routes to Schools potential or selected routes; plus other needed improvements to meet Project Objectives.
- Provide outreach to disadvantaged populations in accordance with the requirements of Title VI and involve the public and stakeholders in developing the Safe Routes to School Plan and Project route neighborhood street design concept.
- Assess the potential impacts resulting from recommended street classifications or street changes that reroute traffic if necessary as a Contingency Task.
- Determine if additional right-of-way is needed for potential treatments, identify associated property impacts, and address acquisition and mitigation strategies.
- Identify options to address stormwater runoff from impervious surface in the right-of-way, considering green street treatments as well as more conventional measures.
- Identify project phasing and potential funding sources for improvements for implementation over time.

Deliverables Overview

- Except as specified, Consultant shall provide three hard copies of all products in two packages prior to contract termination date, as well as an electronic file to County and Agency’s Project Manager (“APM”) (in Word-compatible format for all written products; in PDF format for graphic products, as well as in MXD or AutoCAD format as appropriate). County shall receive GIS data layers as applicable to the deliverable.
- Consultant’s draft deliverables must be professionally written and substantially complete; changes or revisions needed to address comments are expected to be minor.
- Consultant shall not be required to provide written review and comment on any County prepared deliverables unless explicitly mentioned herein.
- As necessary, final plans and amendments to plans must be prepared as final policy statements of the local government and must not include language such as “it is recommended ...” or “County should ...” New and amended code language must be prepared as final regulatory statements of County. Final plan, plan amendments, code, code amendments, or other documents to be adopted must include all necessary amendments or deletions to existing County plans or code to avoid conflicts and enable full integration of proposed plan with existing County documents.
- The following text must appear in the final version of all final deliverables:

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 the State of Oregon funds.

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

- Final plans, headers and footers, graphics, etc. must not include Consultant names and logos, Transportation and Growth Management Program or Oregon Department of Transportation logos or project codes, etc. These items must only be on the acknowledgement page.

Meetings and Management Overview

- **Project Management Team (“PMT”):** The PMT must consist of the County Project Manager (County PM), APM, and Consultant. The purpose of the PMT is to make day to day Project decisions and to meet as specified in the Task descriptions.
- **Meeting Logistics and Facilitation:** The County shall provide meeting logistics, including providing meeting locations and meeting notification. County shall work in conjunction with the Consultant to prepare meeting agendas, convene meetings, and facilitate the non-technical portion of meetings. The Consultant shall present, facilitate, and lead discussion on technical materials to be discussed at each meeting.
- **Meeting Material:** All draft materials must be submitted to the County PM and APM at least one week prior to the packet mailing date for the meeting at which they are to be presented. It is expected that preliminary draft deliverables are for the PMT’s review and comment for the draft version of the deliverable. Consultant shall prepare and reproduce originals of materials to be distributed or presented at meetings. Consultant shall provide originals to County in hard copy and electronic form at least two days prior to the packet mailing date for the meeting at which they will be used (or two days prior to the meeting itself, if no packet will be sent in advance).

Task 1: Public Involvement and Project Coordination

Objectives

- Develop an open planning process that solicits and considers input from direct stakeholders and community members.
- Coordinate the Project with affected local jurisdictions and organizations.

Subtasks

- 1.1 **Project Committee Rosters** – County shall identify representatives to comprise the Project Advisory Committee (“PAC”) and the Technical Advisory Committee (“TAC”) and prepare rosters for both committees plus a PMT contact list.

The purpose of the PAC is to review draft materials prior to public presentation so that products are consistent with applicable policies and standards, to provide suggestions and recommendations to enhance products, and meet project objectives. The PAC must include representatives of: the neighborhood (e.g. residents and business owners); seniors; youth; Whitcomb Parent Teacher Organization; public safety; transportation disadvantaged interests; and pedestrian and bicycle advocates.

The role of the TAC is to review the information developed by the Consultant and provide technical expertise throughout the Project. The TAC shall be composed of representatives from:

North Clackamas Revitalization Area; County Engineering and Planning divisions; City of Milwaukie; Oregon Department of Transportation; County Water Environment Services; Clackamas County Fire District #1; regional pedestrian and bicycle advocacy groups such as the Bicycle Transportation Alliance and Oregon Walks; and other identified stakeholders.

- 1.2 **Safe Routes to School Team Roster** - County shall form the Whitcomb Elementary Safe Routes to School Team ("School Team") in consultation with the Whitcomb Elementary School Parent Teacher Organization. The purpose of the School Team is to advise the County on the development of the Whitcomb Elementary Safe Routes to School Plan.
- 1.3 **Community Outreach and Engagement Plan** – County shall prepare draft and final Community Outreach and Engagement Plan ("Outreach Plan"). The Outreach Plan must be tailored to community composition in and near the Project Area to include the Community Planning Organizations and meet Title VI, Civil Rights goals: to identify community composition, address environmental justice, and social equity including concentration of transportation disadvantaged communities and non-native English speaking populations and their native language including Spanish and Russian speakers. The Outreach Plan must identify the intended outreach strategies specific to these communities' community newspapers and other media outlets, community associations, groups or congregations, meeting locations, and contacts, including one graphic for implementation under Project Publicity subtask. The Outreach Plan must identify the party responsible for the specific element, the reviewers of the draft products and related deadlines. County shall prepare final version of Outreach Plan after PMT Meeting #1.
- 1.4 **Refined Project Schedule** – Consultant shall prepare a draft and final Refined Project Schedule that lists dates for deliverables, workshops, meeting and outreach product deadlines from Community Outreach and Engagement Plan. Consultant shall prepare final version after PMT Meeting #1. Consultant shall update the Refined Project Schedule throughout the project as needed.
- 1.5 **Project Publicity** – Consultant shall prepare draft and final materials to publicize the Project:
 - a. **Project Purpose and Timeline Flyer:** A one-to-two page flyer with graphics describing the Project purpose, the Project timeline, opportunities for public input, the County PM's contact information, and links to Project Web Page. The draft version must be available for PMT review at or prior to the PMT Meeting #1.
 - b. **Whitcomb Elementary Safe Routes to School Plan Project Flyer:** A one-to-two page flyer for the School Team and interested parties in English and Spanish explaining the health and economic benefits of using transit, walking and bicycling including research-based findings. The flyer must also include a summary of the objectives and expected elements of the Safe Routes to School Plan.
 - c. **Other:** A third, one-to-two page flyer as defined in the Community Outreach and Engagement Plan.

Consultant shall prepare final version of each flyer after PMT Meeting #1.

- 1.6 **PMT Meeting #1** – County shall arrange and Consultant shall conduct PMT Meeting #1 to discuss all of the draft Task 1 deliverables. Consultant shall prepare and distribute an agenda one week prior to meeting. Agenda must include determination of traffic count locations (see Subtask 2.1). Consultant and County shall distribute their respective draft deliverables a week prior to meeting and discuss them at PMT Meeting #1. County shall provide PMT members a list with contact information of the PMT, PAC, and TAC Rosters. Consultant shall provide summary meeting notes limited to decisions made and “Next Steps” and distribute to PMT members within one week of PMT Meeting #1.
- 1.7 **Interested Parties Contact List and Initial Outreach** – County shall maintain an Interested Parties Contact List, a list of Project Area owners, addresses, interested bicycle and pedestrian groups and Project Area Community Planning Organizations.
- County shall prepare and send a letter or postcard, as determined by the County PM, to Interested Parties Contact List to describe the Project Objectives, public involvement opportunities and to encourage public input which may be the Project Purpose and Timeline Flyer or something more concise. Property owners shall receive correspondence from the County by mail and tenants by mail or through door hangers or comparable method. In addition, the County shall send Whitcomb Elementary Safe Routes to School Plan Project Flyer to the parents of Whitcomb Elementary School.
- 1.8 **Project Web Page** – Consultant shall establish a Project Web Page that links to the County website to provide an online resource for interested parties. Consultant shall maintain and update Project Web Page throughout the duration of the Project in coordination with the County PM.

County Deliverables

- 1a Project Committee Rosters
- 1b Safe Routes to School Team Roster
- 1c Community Outreach and Engagement Plan
- 1d Project Publicity
- 1e PMT Meeting #1
- 1f Interested Parties Contact List and Initial Outreach

Consultant Deliverables

- 1a Refined Project Schedule
- 1b Project Publicity
- 1c PMT Meeting #1 and notes
- 1d Project Web Page

Task 2: Existing Conditions and Desired Outcomes

Objectives

- Document the 2014 TSP policy basis for Project.
- Identify and describe existing roadway physical features and traffic characteristics within the Project Area.

- Identify environmental conditions (i.e. hydrology, access, sight distance, etc.) that may present needs, opportunities, or constraints to street conceptual designs.
- Come to consensus on Project desired outcomes and selection criteria for alternative analysis.
- Identify and describe the Project needs, opportunities, constraints and potential design tools (i.e. improvement types).

Subtasks

2.1 Traffic Volume and Speed Counts – ODOT will obtain:

- a. 24-hour tube counts of vehicles and their travel speeds for at least six locations within the Project Area; locations to be determined by the PMT at PMT Meeting #1.
- b. weekday PM peak two-hour vehicle turning movement counts and bicycle counts at the intersections of Fuller Road and Thompson Road, Monroe Street and 72nd Avenue, Monroe Street and Linwood Avenue, Monroe Street and Maplehurst Road and Monroe Street and Fuller Road plus one additional intersection as determined by the PMT.

2.2 Base Maps – County shall prepare draft and revised scaleable Base Maps of the Project Area using existing available data to show:

- a. Publically owned parcels.
- b. Locations of key shopping areas and other key locations and must include the identification of “health supportive services.”
- c. Programmed street projects.
- d. Aerial photography showing building footprints and vegetation.
- e. Parcel zoning.
- f. Comprehensive Plan designations.
- g. Street centerlines.
- h. Existing sidewalk gaps and deficiencies (substandard condition) in GIS for County inventory.
- i. Existing off-street trails.
- j. Existing pavement conditions.
- k. Street and right-of-way widths.
- l. The planned extension of SE Boyer Street between SE Fuller and SE 82nd Avenue.
- m. Jurisdiction of roadways.
- n. Location of existing TriMet transit stops, routes and park and rides.
- o. Speed limits.
- p. Goal 5 resources; water quality facilities and environmental or historic features (such as mature trees or stone walls) that could impact design or feasibility of roadway changes.
- q. Tax lot parcels with County assessor’s data for each side of at least four streets as determined by the County PM.
- r. Geography/Hydrology. Based on available GIS resources, the County shall prepare Geography/Hydrology base map with structural features (i.e., catch basins, stormwater conveyance systems and treatment facilities) as well as surface water features (i.e., creeks and drainages).
- s. Key destinations outside but close to the Project Area vicinity as determined by the County including schools, parks, libraries, places where there are opportunities for physical activity, and other key public areas.

- t. Transportation disadvantaged.

Base maps must be reproducible in sufficient size for use at public presentations.

Consultant shall review and provide written Comments in email format. County shall prepare revised Base Maps incorporating comments received after Task 2 meetings.

- 2.3 **Tech Memo 1: Policy Framework and Alternatives Analysis Selection Criteria** – Consultant shall develop two drafts, a revised and final version of Tech Memo 1 to:
 - a. Document the 2014 TSP polices applicable to the Project;
 - b. Recommend selection criteria to be used in the route alternative analysis that includes improved safety, potential for improved public health benefits based on increased physical activity, consideration of exposure to air toxics and noise, and access to health supportive services, planning-level construction and maintenance cost, etc. for interested but concerned potential users; and
 - c. Provide a list and photos of comparable, example neighborhood streets that balance various modes to serve as examples of street designs for PAC members and Interested Parties to visit on their own.

Consultant shall prepare draft version of Tech Memo 1 for the PMT, a revised draft Tech Memo 1 for TAC and PAC review and a final version incorporating comments received after TAC and PAC Meetings #2. Revised Tech Memo 1 must include a one or two page summary that includes the recommended selection criteria and other elements that, in the Consultants' professional opinion, are of greatest interest to the PAC.

- 2.4 **Joint PAC and TAC Meeting #1** – County shall arrange and conduct Joint PAC and TAC Meeting #1, a field trip tour of the Project Area. County shall print and distribute Project Purpose and Timeline Flyer (from Project Publicity subtask) for Field Trip participants and distribute. Depending on the weather and the physical ability of PAC members, the tour may include bicycling or walking. Consultant shall assist in Field Tour and take note of conditions and participant comments in a written summary.

- 2.5 **Safe Routes to School Plan** – County shall work with Whitcomb Elementary School to assess modes of student travel and conduct a school circulation assessment in order to assess ways to improve pedestrian safety and bicycle safety around the school. County staff conducting the school circulation assessment must consist of at least one planner and one traffic engineer and must observe the school circulation a minimum of two times to assess the morning and afternoon circulation patterns and student travel method. County shall prepare revised Safe Routes to School Plan, incorporating comments received, after Task 2 meetings.

- 2.6 **Tech Memo 2: Needs, Opportunities, Constraints and Design Tools Memo** – Consultant shall prepare draft and revised Tech Memo 2 that identifies Project Area conditions that relate to desired outcomes and Selection Criteria. Tech Memo 2 must discuss:

- a. Specific needs of potential users (i.e. interested but concerned potential user) including the transportation disadvantaged (using existing maps and information provided by the County);

- b. Characteristics of the route or potential route including SE Monroe Avenue, SE Thompson Road, SE Fuller Road, the routes providing access to Whitcomb Elementary School and the other potential Project routes east of Fuller Road. Characteristics must incorporate information from the Base Maps and the Traffic Volumes and Speed Counts;
- c. Desired road characteristics conducive to increasing pedestrian and bicycle safety or perceived safety for the potential Project route(s) including the recommendations of Safe Routes to School Plan;
- d. Conceptual design tools - signage, pavement markings, intersection treatments, curb extensions, refuge islands, traffic diversion, speed bumps, sidewalks and mini traffic circles - that would result in appropriate traffic volumes and speeds to accommodate automobiles, bicycles, pedestrians, and stormwater management. The majority of this content will be drawn from existing work on the Milwaukie Monroe Street Project, the Clackamas County Active Transportation Plan Facility Design Toolkit, and the Washington County Toolkit.
- e. Recommended routes or a combination of potential routes for the Route Alternative Analysis including:
 - Monroe Street between Linwood Avenue and Fuller;
 - 72nd and Thompson Road between Monroe Street and Fuller Road;
 - Fuller Road at Thompson to Boyer and Causey; and
 - Fuller Road at Monroe to Boyer and Causey routes.

Needs, Opportunities, Constraints, and Design Tools Memo is intended to highlight factors that, in the Consultant's professional opinion, should be considered in the development of the alternatives analysis and Design Concepts developed in Task 3. Tech Memo 2 must discuss the opportunities and constraints that these factors present toward achieving Project Objectives, the design elements that generally comprise a neighborhood greenway (including bikeways and pedestrian ways), and the design tools that may be applied considering identified needs, opportunities, and constraints.

Discussion text and graphics must cover potential street design elements, including bikeway marking and signage; methods for traffic calming and volume redistribution; pedestrian facilities, including walkway widths and surface materials; safe bike and pedestrian crossings of higher-volume and higher-speed streets (e.g. 82nd Avenue and Boyer); green stormwater treatments; streetscape improvements, including landscaping and lighting; and Americans with Disabilities Act requirements; and must discuss the pros, cons, and applicability of each.

Needs, Opportunities, Constraints, and Design Tools Memo must consider and discuss design elements in terms of their impact on total right-of-way width, general construction costs (linear-foot costs for each component, and total costs to meet corridor needs), and impacts to private property and on-street parking. Tech Memo 2 must state which design tools are, in the Consultant's professional opinion, most appropriate for the Project potential active transportation route and why. Design examples from at least the following sources: the Metro Green Street Handbook, the guidelines provided by County Water Environmental Services, and Clackamas County's Bicycle Facility Design Toolkit developed as a part of the Clackamas County Active Transportation Plan, must be considered.

Consultant shall prepare revised Tech Memo 2, incorporating comments received, after Task 2 meetings.

- 2.7 **PMT Meeting #2** – County shall arrange and Consultant shall conduct PMT Meeting #2 to discuss draft Tech Memos 1 and 2, draft Safe Routes to School Plan, whether Consultant recommends Contingency task 5.1 be used to conduct Traffic Impact Analysis, and the upcoming TAC and PAC Meeting agendas. Consultant shall provide summary meeting notes limited to decisions made and “Next Steps” and distribute to PMT members within one week after PMT Meeting #2.
- 2.8 **TAC Meeting #2** – County shall arrange, prepare agenda and conduct TAC Meeting #2 for review of and comment on draft Tech Memos 1 and 2 and draft Safe Routes to Schools Plan. Consultant shall attend and present draft Tech Memos, and record TAC comments.
- 2.9 **PAC Meeting #2** – County shall arrange, prepare agenda and conduct PAC Meeting #2 for review of and comment on draft Tech Memos 1 and 2 and draft Safe Routes to School Plan. Consultant shall present draft Tech Memos and record PAC comments.

County Deliverables

- 2a Base Maps
- 2b Tech Memo 1
- 2c Joint PAC and TAC Meeting #1
- 2d Safe Routes to School Plan
- 2e Tech Memo 2
- 2f PMT Meeting #2
- 2g TAC Meeting #2
- 2h PAC Meeting #2

Consultant Deliverables

- 2a Comments on Base Maps
- 2b Tech Memo 1
- 2c Joint PAC and TAC Meeting #1
- 2d Tech Memo 2
- 2e PMT Meeting #2
- 2f TAC Meeting #2
- 2g PAC Meeting #2

Task 3: Alternatives Analysis and Design Concepts

Objectives

- Conduct an alternatives analysis and refine potential conceptual design, consistent with Project Objectives and supported by technical and community stakeholders.
- Conduct evaluation to assess the safety impacts of proposed system changes.
- Present the public with information gathered in Task 2, including opportunities and constraints.

- Enable workshop participants to understand multimodal and green street design features; their advantages and impacts; and how they affect multimodal circulation and adjacent development.
- Share the priorities from the Safe Routes to Schools Plan for Whitcomb Elementary School and incorporate into the analysis.
- Conduct an engaging public process that encourages community participation.
- Inform TAC and PAC members of community concerns and desires that arise from the public process, and provide a vetting opportunity so the process outcome is technically sound.
- Refine potential conceptual design consistent with Project Objectives and supported by technical and community stakeholders.

Subtasks

- 3.1 **Route Alternatives Analysis** – Consultant shall prepare the preliminary draft, draft, and revised Route Alternative Analysis using the selection criteria developed in Task 2 in order to provide a basis for the selected Project route. Route Alternative Analysis must identify:
- a. Alternative routes and the recommendations of the Safe Routes to School Plan;
 - b. A written summary of each alternative route to explain the improvements and design concepts with at least four conceptual route cross-sections; and
 - c. A high-level alternative route screening applying the route selection criteria from Tech Memo 1 to demonstrate the strengths and weakness of the various routes.

Consultant shall prepare three revisions of Route Alternatives Analysis, incorporating comments received, after PMT Meeting #3, after TAC Meeting #3, and after Public Workshop #1.

- 3.2 **PMT Meeting #3** – County shall arrange and Consultant shall conduct PMT Meeting #3 to review preliminary draft Route Alternatives Analysis and to discuss preparations and agendas for TAC and PAC Meetings #3 and Public Workshop #1. County shall prepare and send agenda to PMT with preliminary draft Route Alternatives Analysis and draft TAC, PAC and Public Workshop #1 agendas. Consultant shall provide summary meeting notes limited to decisions made and “Next Steps” and distribute to PMT members within one week after PMT Meeting #3. PMT Meeting #3 will be held at Consultant’s office.
- 3.3 **TAC Meeting #3** – County shall arrange, prepare agenda and conduct TAC Meeting #3 to present the draft Route Alternatives Analysis and route design concepts. Consultant shall attend, present the draft Route Alternatives Analysis and route design concepts, and record TAC members’ comments
- 3.4 **Public Workshop #1** – County shall arrange and Consultant shall conduct Public Workshop #1 to gain PAC and public comment on the revised Route Alternatives Analysis. County shall follow steps identified in the Community Outreach and Engagement Plan to publicize Public Workshop #1 meeting. Public Workshop #1 must include table exercises (facilitated by Consultant and County staff) to solicit input from participants, including opinions of and changes to the alternative routes and design concepts. Consultant shall document participants’ input.
- 3.5 **PAC Meeting #3** – County shall arrange, prepare agenda and conduct PAC Meeting #3. Consultant shall present the revised Routes Alternatives Analysis and the results of Public

Workshop #1. County and Consultant shall seek PAC consensus regarding the recommended alternative routes and design concepts based upon the Public Workshop #1 feedback. Consultant shall record PAC members' comments.

County Deliverables

- 3a Route Alternatives Analysis
- 3b PMT Meeting #3
- 3c TAC Meeting #3
- 3d Public Workshop #1
- 3e PAC Meeting #3

Consultant Deliverables

- 3a Route Alternatives Analysis
- 3b PMT Meeting #3
- 3c TAC Meeting #3
- 3d Public Workshop #1
- 3e PAC Meeting #3

Task 4: Recommended Plan

Objectives

- Prepare Project Recommended Plan based on PAC meetings and Public Workshop #1
- Document the project outcomes and how the recommended Route Refinement achieves the desired outcomes.
- Prepare adoption-ready materials for incorporation into the Clackamas County Comprehensive Plan and/or County Road Standards.

Subtasks

- 4.1 **PMT Meeting #4** – County shall arrange and conduct PMT Meeting #4 via phone to answer questions and provide Consultant direction in preparing Draft Recommended Plan. Consultant shall provide summary meeting notes limited to decisions made and “Next Steps” and distribute to PMT members within one week after PMT Meeting #4.
- 4.2 **Draft Recommended Plan** – Consultant shall prepare a draft and two revised Project Draft Recommended Plan. County PM shall provide Consultant direction or advise as needed during Project Draft Recommended Plan development.

The Project Draft Recommended Plan must include but not necessarily in this order:

- a. The desired outcomes and an explanation of how the recommended alternative achieves them;
- b. An overview of the planning process;
- c. The draft and final maps necessary to illustrate the Project Draft Recommended Plan;
- d. A plan view illustration;
- e. Route Refinement;

- f. The selected route descriptions and conceptual design by segment including the applicable cross-sections for possible inclusion in County's Road Standards;
- g. Concept-level cost estimates of identified improvements; and recommend and prioritize short, mid-term and long-term improvements for implementation plus identify potential funding methods; and
- h. Policy language for the Clackamas Comprehensive Plan recommending the Project implementation.

The Route Refinement will largely draw from earlier Memos, and must include but not necessarily in this order:

- a. A description of the conceptual design's major features and how they respond to technical and public issues;
- b. The design concepts must consist of a plan view, typical cross-sections, and conceptual drawings where necessary to illustrate specific proposed improvements. The typical cross sections and plan views for each recommended alternative must illustrate design elements in the right-of-way, including: sidewalks or pathways; structural elements such as green stormwater features; streetscape improvements including landscaping and other unifying design elements; lighting; bike lanes, sharrows, cycle tracks, or other bicycle facility type; motor vehicle travel lanes; on-street parking; crosswalk improvements; and traffic-calming elements.
- c. All drawings must include concept-level preferred dimensions for each design element; however, if an exact dimension cannot be specified, a range of dimensions may be indicated, along with accompanying text describing factors to consider at a later date when developing a preferred dimension. Drawings must include notes describing materials where appropriate. Design elements not consistent with the appropriate jurisdictions' current standards must be noted and explained.
- d. Locations where deviations in the cross-section are necessary to address site-specific concerns must be called out with text and graphics to describe the deviation and provide guidance to subsequent project development. Additionally, drawings may include up to four locations where two or more optional designs may be considered; for example, where prior workshop participants did not agree on a preference of design elements. To facilitate a decision, these optional designs must be described with graphics and text describing their major features and differences.
- e. Conceptual Designs including conceptual level drawings and written descriptions of potential stormwater drainage or green street treatments (such as landscaping) that, in the Consultant's professional opinion, may be incorporated in the roadway design. Descriptions, if provided, must indicate the type of treatment, general dimensions, suggestions and principles for the construction of improvements, and special considerations to be taken into account at later stages of project development.
- f. Preliminary implementation concepts that address phased improvements, provide rough estimates of unit costs, and describe the array of funding options, in order to compare construction cost estimates with generally available revenue.

Consultant shall prepare one draft and two revisions of Project Draft Recommended Plan incorporating comments received, one after TAC Meeting # 4, one after PAC Meetings #4 and one after Public Workshop #2.

- 4.3 **TAC Meeting #4** – County shall arrange, prepare agenda and conduct TAC Meeting #4. Consultant shall present the preliminary Project Draft Recommended Plan and record TAC member comments.
- 4.4 **PAC Meeting #4** – County shall arrange, prepare agenda and conduct PAC Meeting #4. Consultant shall present a revised Project Draft Recommended Plan and record PAC member comments.
- 4.5 **Public Workshop #2** – County shall arrange and Consultant shall conduct Public Workshop #2. Consultant shall present preliminary Project Draft Recommended Plan to gain public comment on the revised Project Draft Recommended Plan. County shall follow steps identified in the Community Outreach and Engagement Plan to publicize the Public Workshop #2 meeting. Public Workshop #2 must solicit input from participants, including opinions of and desired changes to revised Project Draft Recommended Plan. Consultant shall document participants' input and revise the Project Draft Recommended Plan for the Planning Commission and Board of Commission work sessions.
- 4.6 **Planning Commission Work Session** – County shall arrange and conduct Planning Commission Work Session. Consultant shall attend and co-present Project Draft Recommended Plan.
- 4.7 **Board of Commissioners Work Session** – County shall arrange and conduct Board of Commissioners Work Session. Consultant shall attend and co-present Project Draft Recommended Plan.
- 4.8 **Title VI Report** – County shall prepare a report to document outreach efforts to low-income, minority, and other local disadvantaged populations, in accordance with the requirements of Title VI.
- 4.9 **Recommended Plan** - Consultant shall prepare revisions to incorporate Board of Commissioners' actions and deliver electronic copies of Recommended Plan to County and APM in both PDF and Word-compatible formats. Consultant shall deliver 10 hard copies of Recommended Plan to County and three hard copies to APM.

County Deliverables

- 4a PMT Meeting #4
- 4b Draft Recommended Plan
- 4c TAC Meeting #4
- 4d PAC Meeting #4
- 4e Public Workshop #2
- 4f Planning Commission Work Session

- 4g Board of Commissioners Work Session
- 4h Title VI Report

Consultant Deliverables

- 4a PMT Meeting #4
- 4b Draft Recommended Plan
- 4c TAC Meeting #4
- 4d PAC Meeting #4
- 4e Public Workshop #2
- 4f Planning Commission Work Session
- 4g Board of Commissioners Work Session
- 4h Recommended Plan

Task 5: CONTINGENCY TASK

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

- 5.1 **Traffic Impact Analysis** – Upon written authorization of APM, Consultant shall conduct a traffic impact analysis for three to five intersections or equivalent traffic impact analysis as determined jointly by the County and APM in order to understand the potential impacts resulting from recommended neighborhood street design concepts, street classifications or street changes that reroute traffic. Consultant is not responsible for providing traffic counts. County shall review and provide written comments.
- 5.2 **Contingent Meeting** - Upon written authorization of APM, Consultant and County PM shall attend an additional Project meeting (PMT, TAC, CAC, PC or County Board) to present and receive feedback. Consultant shall provide summary meeting notes within one week after meeting.

County Deliverables

- 5a Comments on Traffic Impact Analysis
- 5b Contingent Meeting

Consultant Deliverables

- 5a Traffic Impact Analysis for three to five intersections
- 5b Contingent Meeting

County Deliverable Table

Task	Description	Budget
1	Public Involvement and Project Coordination	
1A	Project Committee Rosters	\$ 400
1B	Safe Routes to School Team Roster	\$ 400
1C	Community Outreach and Engagement Plan	\$2,000
1D	Project Publicity	\$ 500
1E	PMT Meeting #1	\$1,000
1F	Interested Parties Contact List and Initial Outreach	\$2,000
	Subtotal - Task 1	\$6,300
2	Existing Conditions and Desired Outcomes	
2A	Base Maps	\$3,500
2B	Tech Memo 1	\$1,500
2C	Joint PAC and TAC Meeting #1	\$2,200
2D	Safe Routes to School Plan	\$5,000
2E	Tech Memo 2	\$2,000
2F	PMT Meeting #2	\$1,000
2G	TAC Meeting #2	\$1,000
2H	PAC Meeting #2	\$1,000
	Subtotal - Task 2	\$17,200
3	Alternatives Analysis and Design Concepts	
3A	Route Alternatives Analysis	\$2,000
3B	PMT Meeting #3	\$2,000
3C	TAC Meeting #3	\$1,000
3D	Public Workshop #1	\$2,000
3E	PAC Meetings #3	\$1,000
	Subtotal - Task 3	\$8,000
4	Recommended Plan	
4A	PMT Meeting #4	\$1,500
4B	Draft Recommended Plan	\$1,000
4C	TAC Meeting #4	\$3,000
4D	Joint PAC and TAC Meeting #3	\$1,500
4E	PAC Meeting #4	\$1,000
4F	Public Workshop #2	\$2,000
4G	Planning Commission Work Session	\$ 500
4H	Board of Commissioners Work Session	\$500
4I	Title VI Report	\$500
4J	Recommended Plan	\$1,500
	Subtotal - Task 4	\$13,000
5	Contingent Task	
5A	Traffic Impact Analysis (review and comment)	\$500
5B	Contingent Meeting	\$500

Task	Description	Budget
	Subtotal – Task 5	\$1,000
	Subtotal Non-Contingent	\$44,500
	Subtotal Contingent	\$ 1,000
	TOTAL	\$45,500*

*This amount includes Grant Amount, County Match Amount and Direct Costs.

Consultant Amount per Deliverable Table

Task	Description	Total Fixed Amount Per Deliverable
1	Public Involvement and Project Coordination	
1a	Refined Project Schedule	\$ 560
1b	Project Publicity	\$3,300
1c	PMT Meeting #1 and notes	\$1,000
1d	Project Web Page	\$2,190
	Subtotal - Task 1	\$7,050
2	Existing Conditions and Desired Outcomes	
2a	Base Map	\$ 400
2b	Tech Memo 1	\$ 4,000
2c	Joint PAC and TAC Meeting #1	\$ 1,000
2d	Tech Memo 2	\$11,400
2e	PMT Meeting #2	\$ 1,000
2f	TAC Meeting #2	\$ 1,000
2g	PAC Meeting #2	\$ 3,700
	Subtotal - Task 2	\$22,500
3	Alternatives Analysis and Design Concepts	
3a	Route Alternatives Analysis	\$14,150
3b	PMT Meeting #3	\$ 650
3c	TAC Meeting #3	\$1,000
3d	Public Workshop #1	\$5,700
3e	PAC Meetings #3	\$3,700
	Subtotal – Task 3	\$25,200
4	Recommended Plan	
4a	PMT Meeting #4	\$ 400
4b	Draft Recommended Plan	\$14,100
4c	TAC Meeting #4	\$ 700
4d	PAC Meeting #4	\$ 3,500
4e	Public Workshop #2	\$ 5,100
4f	Planning Commission Work Session	\$ 900
4g	Board of Commissioners Work Session	\$ 900
4h	Recommended Plan	\$6,000
	Subtotal – Task 4	\$31,600

Task	Description	Total Fixed Amount Per Deliverable
5	CONTINGENCY TASKS	
C5.1	Traffic Impact Analysis for 3 to 5 intersections	\$3,000
C5.2	Contingent Meeting	\$1,900
	Subtotal – Task 5	\$4,900
	Subtotal – Non-Contingency	\$86,350
	Subtotal – Contingency	\$4,900
	TOTAL	\$91,250

Project Schedule

Task	Description	Schedule
1	Public Involvement and Project Coordination	April 2015 -June 2015
2	Existing Conditions and Desired Outcomes	April 2015 – June 2015
3	Alternatives Analysis and Design Concepts	July 2015 – September 2015
4	Recommended Plan	October 2015 –June 2016
5	CONTINGENCY TASKS	To Be Determined

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

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

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

AGENCY OFFICIAL CERTIFICATION (ODOT)

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

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

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

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

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

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;

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

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

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

EXCEPTIONS:

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

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

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

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

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

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

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

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

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

- Appendix B of 49 CFR Part 29 -

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

Instructions for Certification

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

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

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

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

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

IV. EMPLOYMENT

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

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

V. NONDISCRIMINATION

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

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

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

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

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

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

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

DBE POLICY STATEMENT

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

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

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

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

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

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

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

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

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

VII. LOBBYING

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

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

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

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

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

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

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

EXHIBIT D
ELIGIBLE PARTICIPATING COST

DESCRIPTION

PERSONNEL SERVICES

Salaries - 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.

Overtime - Payments to employees for work performed in excess of their regular work shift.

Shift Differential - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.

Travel Differential - 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

Meals & Misc. - Payment for meals incurred while traveling within the State of Oregon.

Lodging & Room Tax - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon. Fares, Taxi, Bus, Air, Etc.

Per Diem - Payment for per diem, incurred while traveling within the State of Oregon.

Other - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.

Private Car Mileage - Payment for private car mileage while traveling within the State of Oregon.

Office Expense

Direct Project Expenses Including:

Photo, Video & Microfilm Supplies - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.

Printing, Reproduction & Duplication - Expenditures for services to copy, print, reproduce and/or duplicate documents.

Postage - Payment for direct project postage.

Freight & Express Mail - Payment for direct project freight services on outgoing shipments.

Telecommunications

Phone Toll Charges (long-distance) - Payment for telephone long distance charges.

Publicity & Publication

Publish & Print Photos - Payment for printing and publishing photographs to development of publicity and publications.

Conferences (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