



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

May 21, 2015

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement for TGM Grant Agreement No. 30687
with Oregon Department of Transportation to Develop the
Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan**

Purpose/Outcomes	Intergovernmental Agreement with ODOT for the Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan
Dollar Amount and Fiscal Impact	Total Project Cost Estimate: \$163,602 Road Fund Match: \$19,632 (staff time)
Funding Source	Transportation and Growth Management Program (TGM) Road Fund
Safety Impact	Project will identify bicycle and pedestrian needs within the Villages at Mt. Hood boundary. A Safe Routes to Schools plan will be completed for Welches elementary and middle schools 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 Clackamas County Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan (Project) is to address the following project elements:

- Identify bicycle and pedestrian needs within the Villages at Mt. Hood boundary (including Brightwood, Welches/Wemme, Zig Zag and Rhododendron)
- Develop a Safe Routes to Schools Plan for Welches elementary and middle schools
- Identify locations for at-grade or grade separated pedestrian crossings of US 26 within the Project Area
- Conduct a feasibility analysis to determine if there is an appropriate location for a multi-use path through the Project Area

COPY

The total project cost is estimated at \$163,602. County Road Fund will provide the match in the form of staff time on the project, estimated at \$19,632.

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. 30687 for the Villages at Mt. Hood Pedestrian and Bikeway Implementation 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, Villages at Mt. Hood Pedestrian and Bikeway Implementation 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 \$143,970.

C. County's Amount. The County's Amount shall not exceed \$40,000.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$103,970.

E. County's Matching Amount. The County's Matching Amount is \$19,632 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 67.08% 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:

Karen Buehrig
Clackamas County
150 Beaver Creek Rd.
Oregon City, OR 97045
Phone: 503-742-4683
Fax: 503-742-4349
E-Mail: karenb@co.clackamas.or.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
Statement of Work
TGM 1F-14
Clackamas County
Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan

	<u>Agency Project Manager (APM)</u>		<u>Consultant Project Manager</u>
Name:	Gail Curtis	Name:	Sumi Malik
Address:	ODOT Region 1 123 NW Flanders St Portland, OR 97209	Address:	CH2M Hill 2020 SW 4 th Ave, Suite #300 Portland, Or 97201
Phone:	503-731-8206	Phone:	503-872-4495
Fax:	503-731-3266	Fax:	503-736-2000
Email:	Gail.E.Curtis@odot.state.or.us	Email:	Sumi.malik@ch2m.com
	<u>City Project Manager</u>		
Name:	Karen Buehrig		
Address:	Clackamas County 150 Beavercreek Rd Oregon City, OR 97045		
Phone:	503-742-4683		
Fax:	503-742-4349		
Email:	karenb@co.clackamas.or.us		

Definitions & Abbreviations

- Agency/ODOT – Oregon Department of Transportation
- APM – Agency Project Manager
- Consultant – CH2M HILL, Inc.
- County – Clackamas County
- County PM – County Project Manger
- PAC – Project Advisory Committee
- PMT – Project Management Team
- Project -- Clackamas County Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan
- TAC – Technical Advisory Committee
- TSP – Transportation System Plan

Project Purpose and Transportation Relationship and Benefit

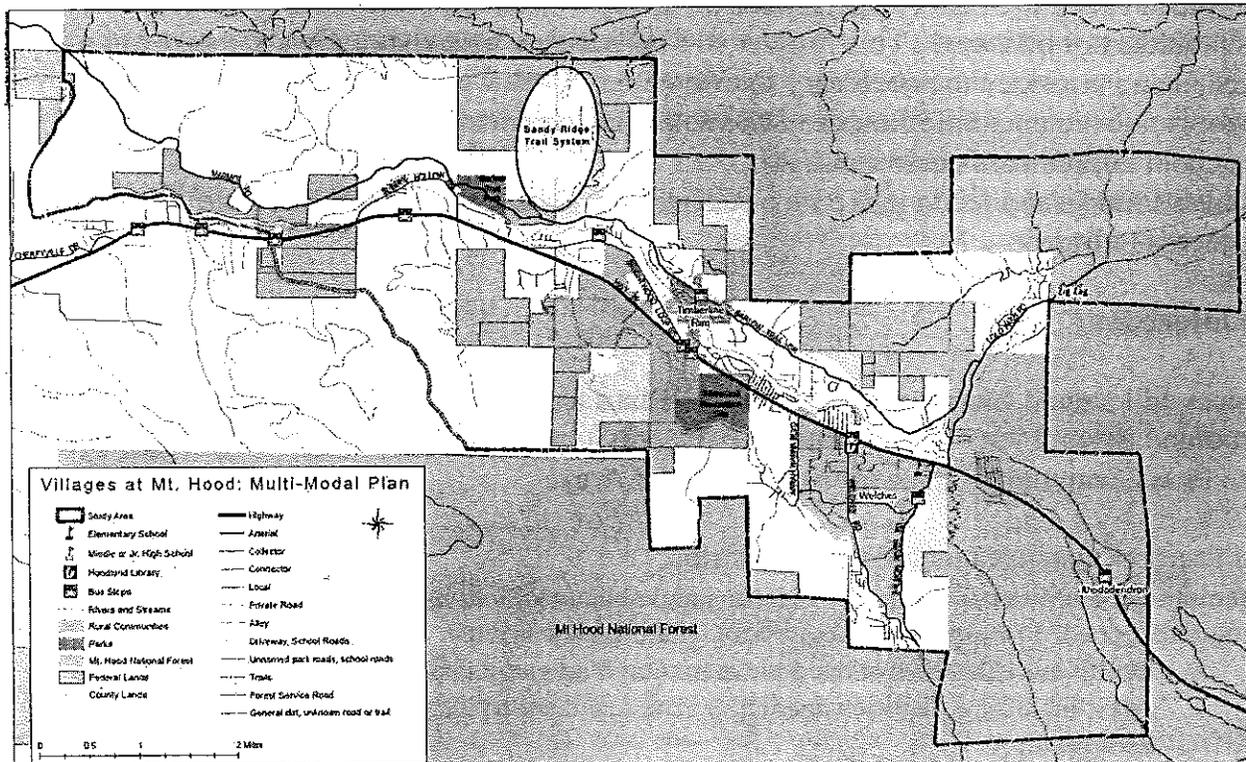
The primary purpose of the Clackamas County Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan (“Project”) is to address the following Project Elements:

- a. Identify bicycle and pedestrian needs within the Villages at Mt Hood boundary (including Brightwood, Welches/Wemme, Zig Zag and Rhododendron);
- b. To develop a Safe Routes to Schools Plan for Welches Elementary and Middle Schools;
- c. To identify locations for at-grade or grade-separated pedestrian crossings of US 26 within the Project Area; and
- d. To conduct a feasibility analysis to determine if there is an appropriate location for a multi-use path through the Project Area.

To implement the Project Elements, two sections of the Clackamas County Comprehensive Plan will be updated: the Mount Hood Community Plan within Chapter 10 and Chapter 5, Transportation System Plan (“TSP”), if specific projects are adopted into the Comprehensive Plan.

Project Area

The Project Area extends north and south of US 26 from approximately Brightwood on the west to the eastern side of Rhododendron – see map below. Project Area includes the communities of Brightwood, Welches/Wemme, Zig Zag and Rhododendron.



Map 1: Project Area

Background

The primary outcome of the Project is to provide transportation choices to support the communities along the US 26 corridor within the Villages at Mt. Hood. The Villages at Mt

Hood is an organization recognized by Clackamas County (“County”) through the Hamlet and Village program. Hamlets and Villages, a program unique to Clackamas County, are similar to Citizen Planning Organizations, but also are agents of the County and are insured by the County for actions taken regarding Hamlet or Village business matters. Hamlets and Villages are part of unincorporated Clackamas County and not a state planning designation. The Hamlets and Villages participate in community projects, can execute intergovernmental agreements with other governmental groups, write and accept grants, and conduct joint projects with other organizations.

The Project Area has a permanent population of approximately 5,000. The communities within the Project Area primarily serve recreational users from the Portland area and have a mix of uses. The Project Area is well-developed and has several lodging facilities, restaurants and other services. There is also a strong community of local residents that access the services and frequently travel up and down the US 26 corridor.

This Project will promote communities composed of active centers linked by convenient transportation options. Presently, when visitors use the lodging in many of these communities, they are forced to use their cars to access local services because the local roadways are narrow without shoulders or bikeways. This Project will help define where shoulders and bikeways are most needed and prioritize the necessary improvements. Work will be done directly with the local schools to develop a Safe Routes to Schools plan to provide that facilities needed to support school children are considered. Also, the Project will coordinate closely with the Mt. Hood Express transit service to make sure pedestrian and bikeway facilities are identified to support access to transit.

Project Objectives

The Project will amend Chapter 10: Community Plans and Design Plans and Chapter 5: Transportation System Plan of the Clackamas County Comprehensive Plan to reflect an update to the Mt Hood Community Plan within the Project Area.

Specific Project Objectives include the following:

- Promote alternatives to driving for visitors and residents including prioritized improvements or programs needed to support walking, biking and transit service.
 - Identify existing and needed pedestrian and bikeway facilities throughout the Project Area, including facilities needed to access and support the transit stops and to access US 26 crossings.
 - Understand the feasibility of a multiuse trail within the Project Area;
 - Determine if additional right-of-way is needed for prioritized projects.
- Promote public health by reducing barriers and identifying improvements to increase residents’ and visitors’ ability to safely walk and bike to key destinations.

- Update the transportation element of the Mt. Hood Community Plan to be in conformance with State policies, plans, standards, and requirements. Indicate where potential solutions require a deviation from State standards or requirements that can be made with an exception.
- Develop a transportation system plan that supports and is consistent with the communities' land use goals.
- Develop evaluation criteria to drive decision making to evaluate and help select potential project and program solutions.
- Coordinate with Oregon Department of Transportation ("ODOT"), US Forest Service, and other public agency property owners.
- Involve the public and other stakeholders, including specific outreach to disadvantaged populations in accordance with the requirements of Title VI.

Project Assumptions

Traffic counts for US 26 will be provided by Agency at Project start for the following locations:

- Rhododendron near the Dairy Queen;
- US 26 and Lolo Pass Road;
- Existing school crosswalk near the fire station;
- West of Wemme near the post office; and
- One other location as determined by Agency.

Performance Requirements

Requirements about Public Involvement

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

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

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

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

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

Requirements about Written and Graphic Deliverables

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

Deliverables: Consultant shall provide a draft of written deliverables to the County Project Manager (“County PM”) and Agency Project Manager (“APM”) in electronic format at least two weeks prior to broader distribution. Electronic versions must be in Microsoft Word format or an editable format agreed upon by the County and APM. The Consultant’s draft deliverables must be substantially complete and any changes or revisions needed to address comments are expected to be minor. County PM and APM will review the deliverables and submit comments to Consultant within one week. Consultant shall incorporate County PM and APM comments into deliverables for broader distribution, e.g. the public, Technical Advisory Committee (“TAC”) or Project Advisory Committee (“PAC”) or distribution on the Project website. Conflicting comments must be resolved by County PM.

Consultant shall revise all deliverables in accordance with the comments received from the County PM, APM, meeting participants and public following TAC, PAC and Public Meetings with direction from County PM as needed. Consultants shall provide the revised deliverables to the County and APM within one week unless otherwise specified or another agreed-upon amount of time is established.

Consultant shall provide final versions of Consultant Project deliverables in both Pdf and modifiable version to PMT. Final plans, headers and footers, and graphics will not include Consultant names and logos, Transportation and Growth Management Program or ODOT logos or project codes. These items will only be on the acknowledgement page. 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”. Final plan, plan amendments, or other documents to be adopted must include the amendments or deletions to existing County plans to avoid conflicts and enable integration of proposed plan with existing County documents.

The following text must appear in the final version of the 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.

Maps and graphics: Maps must include, at a minimum: a scale; a north direction indicator; a color scheme that ensures readability in black and white; a legend; source; and date for the underlying information. All graphics must be provided to the County and APM in electronic format.

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

Project Management

County shall identify County PM to provide day-to-day and overall project administration and management. Project Management Team (“PMT”) must consist of the County PM, APM and Consultant PM. The PMT will meet as described in the tasks.

Unless otherwise noted in the tasks, the County shall :

- schedule meetings, make meeting arrangements, and provide notification,
- attend PMT meetings at Consultant office,
- hold TAC Meetings at County office,
- distribute and reproduce meeting material,
- prepare and distribute draft agenda and PMT meeting material one-week in advance of the meeting and final PMT meeting agendas at least 2 days prior to meeting,
- prepare and distribute draft and final TAC, PAC and Public meeting agendas in time for final agenda to be sent out at least one week prior to meeting,
- assemble and reproduce meeting materials,

- distribute Project meeting summary notes within two weeks of the meeting; and provide PAC members the opportunity to make changes to the summary notes. Typically there will be only one set of meeting notes unless corrections are needed.
- provide briefings to interested groups, advisory committees, and other related jurisdictional planning efforts.

Unless otherwise noted in the tasks, the Consultant shall:

- hold PMT Meetings at Consultant's office,
- facilitate the technical portion of Project meetings,
- comment on draft meeting agendas,
- develop final meeting materials and provide to the County PM nine days prior to meeting,
- post PAC and Public Meeting final agenda and meeting material on Project website at least one week prior to meeting,
- develop and distribute PMT meeting summary notes within one week of meeting,
- develop and distribute PMT, TAC, PAC and Public meeting summary notes within one week of the meeting to document meeting discussion, decisions made and next steps, provide PAC members the opportunity to make changes to the summary notes at the subsequent meeting. Typically there will be only one set of meeting notes unless corrections are needed.

Task 1: Public Involvement and Project Coordination

Subtasks

- 1.1 **Project Committee Rosters** – County shall identify representatives to comprise the PAC and the TAC and prepare rosters for both committees. The PAC must include people representing: the neighborhood (i.e. residents and business owners); seniors; youth; Welches Elementary and Middle School Parent Teacher Organization (including contact information of the School Staff members); public safety; transportation disadvantaged interests; pedestrian and bicycle advocates, as well as representatives from the US Forest Service, the Villages at Mt. Hood, and the Chamber of Commerce. The purpose of the PAC is to guide the Project development and make recommendations to enhance draft products.

The County shall extend invitations to representatives of the following organizations to serve on the TAC: Clackamas County Tourism Department; Clackamas County Social Service transit liaison; Clackamas County Engineering and Planning Divisions; US Forest Service, Oregon Department of Transportation; Department of Land Conservation and Development, Clackamas County Social Services (representing the Mt Hood Express). The role of the TAC is to review the information developed by Consultant and provide technical expertise throughout the Project.

County shall develop and distribute PMT roster and supporting School Staff to PMT and supporting School Staff.

- 1.2 **Safe Routes to School Team Roster** - County shall form the Welches Elementary and Middle Schools Safe Routes to School Team in consultation with the Welches Elementary and Middle Schools Parent Teacher Organizations. The purpose of the Safe Routes to School Team is to advise the County on the development of the Welches Elementary and Middle Schools Safe Routes to Schools Plan.
- 1.3 **Community Outreach and Engagement Plan** – County shall prepare draft and final Community Outreach and Engagement Plan. The Community Outreach and Engagement Plan must have an on-line component to solicit public comment on the Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan. The Community Outreach and Engagement Plan must be tailored to the Project tasks and 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 to address diverse seasonal recreational users, environmental justice and social equity, including concentrations of transportation disadvantaged communities and non-native English speaking populations and their native language including Spanish and Russian speakers. The Community Outreach and Engagement 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 Community Outreach and Engagement Plan must include a strategy for the County to distribute flyers developed under the Project Publicity subtask. The Community Outreach and Engagement Plan must have strategies to reach out to seasonal and recreational users. The Community Outreach and Engagement Plan must identify the party responsible for the specific element, the reviewers of the draft products, and related deadlines. County shall prepare final version after PMT Meeting #1.
- 1.4 **Check-in Organizational Meeting and Refined Project Schedule** – Consultant shall arrange and conduct a one-hour phone check-in organizational meetings every other week and prepare a draft and final Refined Project Schedule. Consultant shall send meeting agendas in advance of Check-in Organizational Meeting. Consultant shall show deliverables and meetings consistent with the Community Outreach and Engagement Plan and contract on Refined Project Schedule. Consultant shall coordinate development of draft schedule with County PM and prepare final version after PMT Meeting #1. Consultant shall update the Refined Project Schedule throughout the project on a quarterly basis, as part of project management.
- 1.5 **Project Publicity**– Consultant shall prepare draft and final sets of three one-to-two page materials formatted for 8-1/2 x 11 to publicize the Project. Flyers must address:

- a. **Project Purpose and Timeline Flyer:** A flyer with graphics describing the Project purpose, the Project timeline, opportunities for public input, County Project Manager's contact information, and Project website address. Draft version of Project Purpose and Timeline Flyer must be available for PMT review at or prior to the PMT Meeting #1.
- b. **Safe Routes to Schools Plan Project Flyer:** A flyer for the Safe Routes to 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. Safe Routes to Schools Plan Project Flyer must include a summary of the objectives and expected elements of the Safe Routes to School Plan.
- c. **Other:** A third flyer as defined in the Community Outreach and Engagement Plan.

Consultant shall finalize first of two flyers after PMT Meeting #1 for County to have the option to use a portion or all of flyer in letter or postcard to Interested Parties Contact List to describe the Project Objectives (subsequent task). Consultant shall post flyers on the Project Website as determined by the County PM. The County shall print or distribute the flyers as determined by the County PM.

- 1.6 **PMT Meeting #1** – Consultant shall conduct a two-hour PMT Meeting #1 at Consultant office. County shall send PMT the following meetings materials at least one week prior to the meeting: final agenda; committee rosters, draft Community Outreach and Engagement Plan; draft Stakeholder Interview Questions; draft first two of three Project Publicity flyers. Consultant shall prepare draft Stakeholder interview questions in advance of PMT Meeting #1 and prepare final version afterwards. Stakeholder interview questions must be relative to the Project Elements and Project Objectives. Consultant and County shall co-lead discussion of their respective deliverables. Consultant shall provide Summary meeting notes and three Consultant staff must attend including Sumi Malik; Reza Farhoodi; and Sharon Daleo.
- 1.7 **Interested Parties Contact List and Initial Outreach** – County shall maintain an Interested Parties Contact List, a list of Project Area property owners, residents, businesses and interested bicycle and pedestrian groups and Project Area Community Planning Organizations.

County shall prepare and send a letter or postcard, as determined by County PM to Interested Parties Contact List to describe the Project Objectives, public involvement opportunities and to encourage public input. County shall send property owners correspondence by mail and tenants by mail or through door hangers or comparable method. In addition, the County shall send Safe Routes to Schools Plan Project Flyer to the parents of Welches Elementary and Middle Schools Elementary School.

- 1.8 **Project Website** – Consultant shall establish a Project Website that links to the County website to provide an online resource for interested parties. The Project website must have no more than three pages that include the project objectives, timeline, public

involvement opportunities, Project Online Survey, PAC and Community Meeting materials and recommended plan(s).

County Deliverables

- 1a Project Committee Rosters
- 1b Safe Routes to School Team Roster
- 1c Community Outreach and Engagement Plan
- 1d Check-in Organizational Meeting and Final Project Schedule
- 1e PMT Meeting #1
- 1f Interested Parties Contact List and Letter to Project Area Citizens

Consultant Deliverables

- 1A Check-in Organizational Meeting and Refined Project Schedule
- 1B Project Publicity
- 1C PMT Meeting #1
- 1D Project Website

Task 2: Existing Conditions and Desired Outcomes

Subtasks

- 2.1 **Base Maps** – County shall prepare draft and revised Base Maps of the Project Area using existing available data to show:
 - a. Key destinations with Project Area including shopping areas, Welches schools, parks, libraries, fire stations, community services, access to US Forest Service or Bureau of Land Management trailheads, other places where there are opportunities for physical activity, and key public areas.
 - b. Publically owned parcels.
 - c. Collector and arterial streets and any programmed and planned street projects.
 - d. Aerial photography to show building footprints and vegetation.
 - e. Zoning designations.
 - f. Comprehensive Plan designations.
 - g. Street centerlines.
 - h. Existing sidewalks and pedestrian network gaps and deficiencies (e.g. substandard condition).
 - i. Existing bicycle facilities and bicycle network gaps and deficiencies.
 - j. Street and right-of-way widths.
 - k. Jurisdiction of roadways.
 - l. Planned pedestrian, bicycle, transit, and roadway improvements.
 - m. Location and existing roadway characteristics of Old Mt Hood Highway, Barlow Trail Road and Still Creek Road, distinguished by paved and unpaved segments.
 - n. Location of public parks, major trails and trailheads distinguished by trail type; and including Barlow Trail, Pioneer Bridal Trail and Still Creek Road (a US Forest Service

Road located south of US 26 between Rhododendron and Government Camp), as well as the Sandy Ridge Trail system.

- o. Location of existing pedestrian crossings, transit stops, transit routes and park and rides.
- p. Speed limits for collector and higher classified roads.
- q. Statewide Planning Goal 5 resources that could impact Project.
- 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) in the project area as well as surface water features (i.e., creeks and drainages).
- s. The estimated or actual population by age and income; and generalized community health profile based on existing County data.
- t. The estimated or actual number of year-round and second-home residents.
- u. Estimated number of seasonal visitors using available tourist accommodation and recreation destinations data.
- v. Existing land use inventory, including general land use categories such as commercial uses, lodgings, recreations, single family use, etc.

Base Maps must be reproducible in a 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. County shall provide base maps to Consultant in electronic format. Consultant will not conduct any GIS analysis, and will use County produced base maps in subsequent tasks.

2.2 **Tech Memo 1: Existing Conditions: Needs, Constraints and Opportunities -**

Consultant shall prepare draft and revised Tech Memo 1 that identifies Project Area conditions that relate to the Project Objectives using the Base Maps.

Tech Memo #1 must include:

- a. information regarding existing and planned public transit including stop location, boarding, and deboarding data.
- b. facilities needed to access transit stops (i.e. sidewalks) and at the transit stops (i.e. bus shelters and park and rides).
- c. identification of gaps and deficiencies in the pedestrian and bikeway network to reach key destinations.
- d. potential locations where crossing improvements are needed on County roads.
- e. identification of locations for increased pedestrian and bicycle activity between destinations if facility improvements were constructed.
- f. documentation of the following factors as they apply to the Project Area using the "SE McLoughlin Blvd (OR 99E) Active Transportation Road Safety Audit Health Impact Assessment" as a guide:
 - i. Opportunities for physical activity;
 - ii. Access to health supportive resources such as full service grocery stores, schools, jobs and social and medical services;

- iii. Exposure to air and noise pollution using traffic data; and
- iv. Health equity – i.e. disproportionate impacts on vulnerable groups such as youth, elderly, disabled and low income individuals and households.

Consultant shall prepare Revised Tech Memo 1, incorporating comments received, after Task 2 meetings.

- 2.3 **Stakeholder Interviews** – Consultant shall lead, and one County staff shall participate in, 6-8 Stakeholder Interviews using final stakeholder interview questions. Consultant shall prepare interview summary. The purpose of the interviews is to understand and document the Stakeholders “Desired Outcomes” in order to reflect in the evaluation and prioritization criteria in Tech Memo 2. County shall provide the Consultant with the Stakeholder Interview List, arrange the stakeholder meetings, and prepare agendas. The Stakeholder Interview list is expected to include: Villages at Mt Hood organization members with specific interest in the Project Area; active transportation (pedestrian and bicycle) advocacy groups; representatives of freight; the US Forest Service, Mt. Hood Express transit service; and Welches School District. At least three of the interviews must be face-to-face in the course of one-day or combined with other Project related trips. Other interviews may be conducted by phone or combined with other Project related trips. Consultant shall complete the Interview Summary Report prior to completing Tech Memo 2.
- 2.4 **Tech Memo 2: Policy Framework and Alternatives Evaluation and Prioritization Criteria** – Consultant shall develop preliminary draft, revised draft and final Tech Memo 2. Tech Memo 2 must include a summary and include the following:
- a. Summary of the applicable State and County transportation and land use policies, including from these sources:
 - i. Clackamas County Mt. Hood Community Plan
 - ii. Clackamas County Comprehensive Plan, Chapter 5: Transportation System Plan
 - iii. Clackamas County Comprehensive Plan, Chapter 10: Community Plans and Design Plans
 - iv. Clackamas County Active Transportation Plan
 - v. Mt. Hood Multimodal Transportation Plan
 - vi. Transportation Planning Rule (Oregon Administrative Rule Chapter 660, Division 12)
 - vii. Current State Transportation Improvement Program
 - viii. Oregon Transportation Plan, Oregon Highway Plan, Oregon Bicycle and Pedestrian Plan, Oregon Freight Plan, Oregon Transportation Safety Action Plan, Highway Design Manual for bicycle and pedestrian elements, and Oregon Transportation Options Plan.
 - b. Stakeholder’s “Desired Outcomes” cross-referenced with the Project Objectives.
 - c. Evaluation and prioritization criteria based on the Project Objectives and Desired Outcomes. The prioritization criteria must consider safety, the number of people to be served, access to key destinations, impact to health including benefits of physical activity

as well as consideration of exposure to air toxics and noise, and planning-level cost/benefit and presented as a stand-alone document separate from the remainder of Tech Memo 2.

Consultant shall prepare two revisions, incorporating comments received, after PMT Meeting #2 and after TAC and PAC Meetings #2.

- 2.5 **Joint PAC and TAC Meeting #1** – County shall arrange, prepare agenda, and conduct Joint PAC and TAC Meeting #1, a field trip of the Project Area. County shall print and distribute Project Purpose and Timeline Flyer for Field Trip participants. Consultant shall attend to meet PAC and TAC members and to observe Project constraints and opportunities. Consultant shall provide the PMT a written summary of the observed constraints and opportunities within one week of the field trip. Three Consultant staff shall attend including Sumi Malik, Reza Farhoodi and Sharon Daleo.
- 2.6 **Tech Memo 3: Safe Routes to Schools Assessment** – County shall develop a draft, revised draft and final Tech Memo 3, an assessment of modes of student travel and circulation at the Welches Elementary and Middle Schools. Tech Memo 3 must summarize method, findings and recommendations to improve pedestrian and bicycle safety at the school sites. Assessment must be done in coordination with the Safe Routes to School Team. County staff conducting the school circulation assessment must consist of at least one planner and one traffic engineer and must observe the school circulation to assess the circulation patterns and student travel methods four times including two times during a morning and two times during an afternoon.

County shall provide Draft Tech Memo 3 to the PMT and prepare Revised Draft Tech Memo 3 after PMT Meeting #2. County shall provide Revised Draft Tech Memo 3 to the Safe Routes to School Team, TAC, and PAC for their review and comment. County shall prepare Final Tech Memo 3 after TAC and PAC Meetings #2.

PMT will review draft Tech Memo 3 and provide comment to County.

- 2.7 **Tech Memo 4: Design Tools** – Consultant shall prepare draft, revised draft, and final Tech Memo 4 using Clackamas County Active Transportation Plan “Facility Design Toolkit” as a guide. Tech Memo 4 must include a toolkit of design treatments for use within the Project Area to address the Project Elements. Design Treatments may include sidewalks, pedestrian pathways, wayfinding, transit stop facilities, signage, pavement markings, intersection and crossing treatments, lighting, curb extensions, refuge islands or medians, traffic diversion, speed bumps, and multi-use trail treatments. Tech Memo 4 must include estimates about how the number and type of users who will be served by the proposed facilities distinguished by area school children, visitors (including part-time residents) and full-time residents in order to help understand who will benefit.

Consultant shall prepare two revisions, incorporating comments received, after PMT Meeting #2 and after TAC and PAC Meetings #2.

- 2.8 **PMT Meeting #2** – Consultant shall conduct PMT Meeting #2 at Consultant office to discuss draft Base Maps and PMT draft Tech Memos 1- 4; to prepare for the upcoming TAC and PAC Meetings; and upcoming Tech Memo 5. Consultant shall recommend to PMT pedestrian crossing study locations and additional traffic count locations, if needed. PMT shall decide on pedestrian crossing study locations to make recommendations at TAC and PAC Meetings #2.
- 2.9 **TAC Meeting #2** – Consultant shall conduct TAC Meeting #2 to review and solicit comments on draft Base Maps, Tech Memos 1-4, recommended pedestrian crossing study locations and additional traffic count locations. Three Consultant staff must attend including Sumi Malik, Reza Farhoodi and Sharon Daleo.
- 2.10 **PAC Meeting #2** – Consultant shall conduct PAC Meeting #2 to review and solicit comments on draft Base Maps, Tech Memos 1-4, recommended pedestrian crossing study locations and draft on-line survey. Three Consultant staff must attend.

County Deliverables

- 2a Base Maps
- 2b Comments on Tech Memo 1
- 2c Stakeholder Interviews
- 2d Comments on Tech Memo 2
- 2e Joint PAC and TAC Meeting #1
- 2f Tech Memo 3
- 2g Comments on Tech Memo 4
- 2h PMT Meeting #2
- 2i TAC Meeting #2
- 2j PAC Meeting #2

Consultant Deliverables

- 2A Comments on Base Maps
- 2B Tech Memo 1
- 2C Stakeholder Interviews
- 2D Tech Memo 2
- 2E Joint PAC and TAC Meeting #1
- 2F Comments on Tech Memo 3
- 2G Tech Memo 4
- 2H PMT Meeting #2
- 2I TAC Meeting #2

2J PAC Meeting #2

Task 3: Solutions and Design Concepts Development and Analysis

Subtasks

3.1 **Tech Memo 5: Project Alternative Solutions and Traffic Analysis**– Consultant shall prepare preliminary draft, draft, revised draft and final Tech Memo 5 using the evaluation and prioritization criteria developed in Task 2. Consultant shall develop planning level cost estimates for project alternatives using rough cost factors, such as a range of dollar signs. Tech Memo 5 must address the Project Elements by identifying:

1. Solutions to address bicycle and pedestrian needs and deficiencies within the Villages at Mt Hood.
2. Safe Routes to Schools Plan showing routes, project solutions, and program solutions to be implemented in conjunction with and complement other Project solutions. Program solutions are encouragement programs for biking and walking to school. Safe Routes to School solutions are presented with evaluation.
3. Feasibility analysis to determine if there is an appropriate location(s) for a multi-use path through the Project Area including recommendations for multiuse path surface, width, and description of known issues associated with feasibility.
4. Potential and recommended US 26 pedestrian crossings location(s) considering both at-grade and grade-separated facilities including a traffic analysis. Consultant shall, in conformance with Chapter 6.6 of the 2013 ODOT Traffic Manual, prepare traffic analysis:
 - A. Analyze existing conditions not previously analyzed in Tech Memo 1:
 - i. Collect and review available County and Agency traffic data (i.e., crash data, traffic volumes, aerials, and other pertinent information) including new traffic counts provided by and as determined by Agency.
 - ii. Visit each potential pedestrian crossing locations to observe current conditions.
 - iii. Document locations of, and spacing between, existing pedestrian crossing opportunities.
 - iv. Measure the sight distance available at existing crossing near the Welches Fire Station and school and 4 to 6 potential pedestrian crossing locations.
 - B. Analyze potential and existing uncontrolled crossing location traffic analyses for the following locations:
 - i. Existing school crosswalk at E. Salmon River Road near Welches;
 - ii. Proposed crossing in Rhododendron;
 - iii. Proposed crossing west of Wemme by Post Office; and
 - iv. One other proposed pedestrian or trail crossing location as determined by PMT in consultation with Agency.

In analyzing the above locations, the Consultant must apply the National Cooperative Highway Research Program Report (NCHRP) 562 crossing evaluation. Consultant shall complete the worksheets contained within NCHRP 562 and provide a crash history analysis covering the most recent five years of crash data and focusing on pedestrian involved and pedestrian related crashes.

- C. Consultant shall analyze potential signalized pedestrian crossing locations:
 - i. Signal warrant analysis consistent with Manual on Uniform Traffic Control Devices guidance and ODOT Analysis Procedures Manual guidance;
 - ii. A crash history analysis covering the most recent 5 years of crash data; and
 - iii. Evaluation of safety concerns and considerations given the potential to increase crashes at high speed rural signals.

- D. Consultant shall conduct additional analyses of both signalized and uncontrolled pedestrian crossing locations that must include:
 - i. Development of a conceptual description of alternatives;
 - ii. Schematic layouts of the alternatives;
 - iii. Estimates of probable construction cost for alternatives; and
 - iv. Conceptual benefit-cost analysis for each alternative using predictive safety methods.

- 5. US26/Lolo Pass Road intersection traffic signal warrant analysis consistent with Manual on Uniform Traffic Control Devices guidance and ODOT Analysis Procedures Manual guidance providing the following analyses:
 - i. A full crash history analysis covering the most recent five years of crash data;
 - ii. Turning movement counts; and
 - iii. An operational analysis using Highway Capacity Manual and ODOT Analysis Procedures Manual guidance.

Consultant shall prepare three revisions of Tech Memo 5 incorporating comments received after PMT Meeting #3, after TAC Meeting #3, and after Public Workshop #1.

- 3.2 **PMT Meeting #3** – Consultant shall facilitate PMT Meeting #3, approximately 2-hours, at Consultant office to: review preliminary draft Tech Memo 5; finalize on-line survey; review draft agendas for TAC meeting #3, PAC Meetings #3, and Public Workshop #1 and to discuss preparations for these meetings. County shall send TAC Meeting #3, PAC Meeting #3, and Public Workshop #1 and PMT Meeting draft agendas one-week in advance of PMT meeting. Three Consultant staff must attend PMT Meeting #3 including Sumi Malik; Reza Farhoodi; and Sharon Daleo.

- 3.3 **TAC Meeting #3** – Consultant shall conduct TAC Meeting #3 to present draft Tech Memo 5 analysis and recommendations. Three Consultant staff must attend including Sumi Malik; Reza Farhoodi; and Sharon Daleo.

- 3.4 **Project Online Survey** – Consultant shall develop an online survey to solicit Project input from the public and provide a written summary for Project website posting. Consultant shall develop a draft and final questionnaire for PMT’s review and comment. Consultant shall post final questionnaire online for at least 2 weeks. Consultant shall develop a draft and final summary of the online survey and provide the draft summary to the PMT within two weeks after the Public Workshop #1. The Consultant shall develop the final version of the online survey results based on PMT comments and post on the Project Website.
- 3.5 **Public Workshop #1** – County shall arrange and prepare agenda and Consultant shall conduct Public Workshop #1 to solicit public comment on the analysis and recommendations in revised draft Tech Memo 5. Consultant shall work closely with County in planning for workshop. County shall convene the workshop and facilitate the non-technical portion. County shall follow steps identified in the Community Outreach and Engagement Plan to publicize Public Workshop #1. Public Workshop #1 must include presentation of information and discussions (facilitated by Consultant and County) to gather participants’ input on the analyses and recommendations to date. Public Workshop #1 must include table exercises (facilitated by Consultant and County staff) to solicit input from participants, including opinions of and potential changes to the Project Alternative Solutions from Tech Memo 5. Four Consultant staff must attend. Key Personnel: Theresa Carr, Consultant to facilitate meeting; plus Sumi Malik; Reza Farhoodi; and Sharon Daleo.
- Consultant shall prepare a draft and final annotated summary of ideas and comments presented in Public Workshop #1. Summary must list the comment and a response (for instance, addressing the validity of the concern, or pointing out how the concern will be addressed in the conceptual design). Consultant shall submit the draft to the PMT within two weeks of Public Workshop #1 and the final version after PMT Meeting #4.
- 3.6 **PMT Meeting #4** – County shall arrange and prepare draft and final agenda for PMT Meeting #4. PMT Meeting #4 is anticipated to be two to three hours at Consultant offices to review Public Workshop #1 input and develop revisions to the solutions prior to PAC Meeting #3. Consultant shall present and lead discussion. Consultant shall provide written summary meeting notes to PMT within one week after PMT Meeting # 4. Three Consultant staff must attend including Sumi Malik; Reza Farhoodi; and Sharon Daleo.
- 3.7 **PAC Meeting #3** - County shall arrange and prepare agenda for PAC Meeting #3 Consultant shall conduct PAC Meeting #3 to present revised draft Tech Memo # 5 and the results of Public Workshop #1. County and Consultant shall seek PAC consensus regarding the recommended Project Alternative Solutions. Consultant shall record PAC members’ comments and distribute to PMT members within one week after PAC

Meeting # 3. Three Consultant staff must attend including Sumi Malik; Reza Farhoodi; and Sharon Daleo.

County Deliverables

- 3a Comments on Tech Memo 5
- 3b PMT Meeting #3
- 3c TAC Meeting #3
- 3d Comments on Project Online Survey
- 3e Public Workshop #1
- 3f PMT Meeting #4
- 3g PAC Meeting #3

Consultant Deliverables

- 3A Tech Memo 5
- 3B PMT Meeting #3
- 3C TAC Meeting #3
- 3D Project Online Survey
- 3E Public Workshop #1
- 3F PMT Meeting #4
- 3G PAC Meeting #3

Task 4: Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan

Subtasks

- 4.1 **Draft Recommended Village at Mt. Hood Pedestrian and Bikeway Implementation Plan –**
Consultant shall prepare preliminary draft for the PMT, draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan for the Public Workshop #2, and revised Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan after TAC and PAC Meetings #4. The Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan must include: Recommended and prioritized short, mid-term, and long-term improvements and programs for Project implementation consistent with the County's TSP funding categories and:
 - a. Explanation of how the recommended Project Solutions achieve the Project Objectives and Evaluation and Prioritization Criteria;
 - b. How the recommended Project Solutions respond to technical and public issues;
 - c. An overview of the planning process including the key issues identified and how they were resolved;
 - d. The maps necessary to illustrate the Draft Recommended Village at Mt. Hood Pedestrian and Bikeway Implementation Plan;
 - e. At least 15 illustrations or images to show the proposed transportation network and proposed prioritized recommended projects. Graphics must include cross-sections, plan view illustrations, and maps using County created base maps;
 - f. The selected US 26 crossing solutions and description for future implementation;

- g. Concept-level cost estimates of prioritized solutions;
- h. Identify potential funding methods;
- i. Policy and project-related language for Chapters 5 and 10 of the Clackamas County Comprehensive Plan to implement the Project;
- j. Final Tech Memo 1-5, PAC Meeting summary comments and Public Meeting #1 and #2 summary comments shown in the appendix unless otherwise directed by County Project Manager; and
- k. Draft language to update the Transportation Element of the Mt. Hood Community Plan within the Project Area with prioritized projects for implementation, including solutions for gaps and deficiencies in the pedestrian and bikeway network throughout the Project Area.

Consultant shall prepare two revisions, incorporating comments received. Consultant shall prepare one revision after Joint PMT Meeting # 5 and TAC Meeting #4; and final version after PAC Meeting #4.

- 4.2 **Joint PMT Meeting and TAC Meeting #2** – County shall arrange and Consultant shall conduct PMT Meeting and TAC Meeting #2 at County office to present and solicit input on the preliminary draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan. Three Consultant staff shall attend including Sumi Malik; Reza Farhoodi; and Sharon Daleo.
- 4.3 **Public Workshop #2** – County shall arrange and Consultant shall conduct Public Workshop #2 to present Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan. County shall follow steps identified in the Community Outreach and Engagement Plan to publicize Public Workshop #2. Public Workshop #2 must solicit input from participants, using a comment form, including opinions of and desired changes to Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan.

Consultant shall provide 10 to 12 boards, a sign-in sheet, and comment form. Consultant shall post materials on project website. Four Consultant staff must attend. Key Personnel: Theresa Carr, Consultant to facilitate meeting plus including Sumi Malik; Reza Farhoodi; and Sharon Daleo.

Consultant shall leave the 10 to 12 boards with County for the Planning Commission workshop.

County shall provide Consultant a summary of the on-line comments. Consultant shall prepare a draft and final annotated summary of ideas and comments presented in Public Workshop #1 and from on-line. Summary must list the comment and include a response of how the concern will be addressed. Consultant shall submit the draft summary to the PMT within two weeks after Public Workshop #2 and the final summary after PMT Meeting #5 for PAC Meeting #4 packet.

- 4.4 **PMT Meeting #5** – County shall arrange and Consultant shall conduct PMT Meeting #5 phone meeting to discuss comments from Public Workshop #2, confirm final PAC Meeting #4 agenda and meeting material.
- 4.5 **PAC Meeting #4** – County shall arrange and Consultant shall conduct PAC Meeting #4 to gain PAC’s direction and feedback on Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan. PAC #4 meeting packet must include the final summary of the on-line comments. Consultant shall seek the PAC’s input on the priorities and summarize PAC member comments. Three Consultant staff must attend including Sumi Malik; Reza Farhoodi; and Sharon Daleo.
- 4.6 **Villages at Mt. Hood Neighborhood Meeting** – County shall arrange Villages at Mt. Hood neighborhood meeting. County shall present the Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan. County shall provide meeting summary notes within one week after meeting.
- 4.7 **Planning Commission Work Session** – County shall arrange and conduct Planning Commission Work Session. County shall provide PMT meeting summary notes within one week after meeting.
- 4.8 **PMT Meeting #7** – County shall arrange and Consultant shall conduct PMT Meeting #7 phone meeting to discuss needed changes for final Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan.
- 4.9 **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.
- 4.10 **Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan** - Consultant shall incorporate comments received based on County PM direction and prepare draft and final Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan. Draft version is for one-round of technical review by County and document processing by Consultant. Plan must be formatted for adoption by the Board of Commissioners. Consultant shall deliver electronic copies of Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan to County and APM in both PDF and Word-compatible formats. Graphics developed throughout the project must be provided in PDF format as well as in native file format. Consultant shall deliver 10 hard copies of Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan to County and three hard copies to APM.

County Deliverables

- 4a Comments on Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan
- 4b Joint PMT Meeting #5 and TAC Meeting #4
- 4c Public Workshop #2
- 4d PMT Meeting #5
- 4e PAC Meeting #4
- 4f Villages at Mt. Hood Neighborhood Meeting
- 4g Planning Commission Work Session
- 4h PMT Meeting #6
- 4i Title VI Report
- 4j Comments on Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan

Consultant Deliverables

- 4A Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan
- 4B Joint PMT Meeting #5 and TAC Meeting #4
- 4C Public Workshop #2
- 4E PMT Meeting #5
- 4F PAC Meeting #4
- 4G PMT Meeting #6
- 4H Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan

Task 5: Contingent Task

- 5.1 Contingent Meeting #1 - Upon written authorization of APM (email acceptable), Consultant shall attend an additional Project meeting (PMT, TAC, CAC, School Staff, Planning Commission or County Board) to present and receive feedback. Consultant shall provide PMT summary meeting notes within one week after meeting.

County Deliverables

- 5a Contingent Meeting #1

Consultant Deliverables

- 5A Contingent Meeting #1

Project Schedule

Task	Schedule
1. Public Involvement and Project Coordination	June to August 2015
2. Existing Conditions and Desired Outcomes	June to August 2015
3. Solutions and Design Concepts Development and Analysis	September to December 2015
4. Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan	January to June 2016
5. Contingent Task	As needed

County Deliverable Table

Task	Deliverable	Estimated County Reimbursement Budget	Estimated Match Budget
1	Public Involvement and Project Coordination		
1a	Project Committee Rosters	\$500	\$ 300
1b	Safe Routes to School Team Roster	\$500	\$ 300
1c	Community Outreach and Engagement Plan	\$1,000	\$ 500
1d	Check-in Organizational Meeting and Refined Project Schedule	\$1,250	\$ 700
1e	PMT Meeting #1	\$750	\$ 400
1f	Interested Parties Contact List and Letter to Project Area Citizens	\$700	\$ 300
	Subtotal	\$4,700	\$2,500
2	Existing Conditions and Desired Outcomes		
2a	Base Maps	\$4,000	\$2,500
2b	Comments on Tech Memo 1	\$ 750	\$ 400
2c	Stakeholder Interviews	\$1,000	\$ 500
2d	Comments on Tech Memo 2	\$ 750	\$ 400
2e	Joint PAC and TAC Meeting #1	\$1,000	\$ 500
2f	Tech Memo 3	\$5,000	\$2,500
2g	Comments on Tech Memo 4	\$ 750	\$ 400
2h	PMT Meeting #2	\$ 750	\$ 400
2i	TAC Meeting #2	\$1,250	\$ 700
2j	PAC Meeting #2	\$1,250	\$ 700
	Subtotal	\$16,500	\$9,000

Task	Deliverable	Estimated County Reimbursement Budget	Estimated Match Budget
3	Solutions and Design Concepts Development and Analysis		
3a	Comments on Tech Memo 5	\$ 1,000	\$ 500
3b	PMT Meeting #3	\$ 750	\$ 400
3c	TAC Meeting #3	\$1,000	\$ 500
3d	Comments on Project Online Survey	\$ 500	\$ 300
3e	Public Workshop #1	\$2,000	\$ 900
3f	PMT Meeting #4	\$ 750	\$ 400
3g	PAC Meeting #3	\$1,000	\$ 500
	Subtotal	\$7,000	\$3,500
4	Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan		
4a	Comments on Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan	\$1,500	\$800
4b	Joint PMT Meeting and TAC Meeting #2	\$1,800	\$500
4c	Public Workshop #2	\$2,000	\$700
4d	PMT Meeting #5	\$ 750	\$ 300
4e	PAC Meeting #4	\$ 1,000	\$ 300
4f	Villages at Mt. Hood Neighborhood Meeting	\$ 500	\$ 200
4g	Planning Commission Work Session	\$ 500	\$ 200
4h	PMT Meeting #6	\$ 750	\$ 300
4i	Title VI Report	\$ 500	\$ 200
4j	Comments on Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan	\$ 1,500	\$500
	Subtotal	\$10,800	\$4,000
	Total Non-Contingency	\$39,000	
5	Contingent Task		
5a	Contingent Meeting #1	\$1,000	\$632
	PROJECT TOTAL	\$40,000	\$ 19,632

Consultant Deliverable Table

Task	Description	Lump Sum Per Deliverable
1	Public Involvement and Project Coordination	
1A	Check-in Organizational Meeting and Refined Project Schedule	\$ 4,700
1B	Project Publicity	\$ 3,100
1C	PMT Meeting #1	\$ 1,700
1D	Project Website	\$ 1,500
	Subtotal - Task 1	\$ 11,000
2	Existing Conditions and Desired Outcomes	
2A	Comments on Base Maps	\$ 500
2B	Tech Memo 1	\$ 5,100
2C	Stakeholder Interviews	\$ 2,560
2D	Tech Memo 2	\$ 3,820
2E	Joint PAC and TAC Meeting #1	\$ 1,530
2F	Comments on Tech Memo 3	\$ 270
2G	Tech Memo 4	\$ 5,740
2H	PMT Meeting #2	\$ 660
2I	TAC Meeting #2	\$ 730
2J	PAC Meeting #2	\$ 1,380
	Subtotal - Task 2	\$ 22,290
3	Solutions and Design Concepts Development and Analysis	
3A	Tech Memo 5	\$ 21,670
3B	PMT Meeting #3	\$ 660
3C	TAC Meeting #3	\$ 1,630
3D	Project Online Survey	\$ 2,120
3E	Public Workshop #1	\$ 6,420
3F	PMT Meeting #4	\$ 1,660
3G	PAC Meeting #3	\$ 2,070
	Subtotal - Task 3	\$ 36,230
4	Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan	
4A	Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan	\$ 16,000
4B	Joint PMT Meeting and TAC Meeting #2	\$ 2,300
4D	Public Workshop #2	\$ 5,100
4E	PMT Meeting #5	\$ 820
4F	PAC Meeting #4	\$ 2,040

Task	Description	Lump Sum Per Deliverable
4G	PMT Meeting #6	\$ 820
4H	Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan	\$ 6,320
	Subtotal – Task 4	\$ 33,400
5	Contingent Task	
5A	Contingent Meeting #1	\$1,050
	Subtotal Non-Contingent	\$102,920
	Subtotal Contingent	\$ 1,050
	TOTAL	\$103,970

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