

INTERGOVERNMENTAL AGREEMENT
City of Ashland, Normal Avenue Neighborhood Plan

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

RECITALS

1. The Transportation and Growth Management (“TGM”) Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Grant (as defined below) is financed with federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (“SAFETEA-LU”) funds. Local funds are used as match for SAFETEA-LU funds.
4. By authority granted in ORS 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. City has been awarded a TGM Grant which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

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

SECTION 1. DEFINITIONS

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

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

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

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

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

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

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

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

H. “Grant Amount” or “Grant” means the total amount of financial assistance (including City's Matching Amount) disbursed under this Agreement, which disbursements consist of the City's Amount and the Consultant’s Amount.

I. “ODOT’s Contract Administrator” means the individual designated by ODOT to be its contract administrator for this Agreement.

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

K. “Project” means the project described in Exhibit A.

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

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

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

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. Further, ODOT’s obligation to make any disbursements under this Agreement is subject to payment of the City's Matching Amount by City to ODOT. This Agreement terminates on July 31, 2013 (“Termination Date”). The Agency’s payments of amounts under this Agreement attributed to work performed after June 30, 2013, is limited to a maximum amount of \$3,400.

B. Grant Amount. The Grant Amount which includes City's Matching Amount of \$12,450 shall not exceed \$82,450.

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

D. Consultant’s Amount. The Consultant’s Amount shall not exceed \$82,450.

E. City's Matching Amount. The City's Matching Amount is \$12,450. City shall pay ODOT the City's Matching Amount at time of the signing of this Agreement

SECTION 3. DISBURSEMENTS

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

B. City shall present cost reports, progress reports, and deliverables to ODOT’s Contract Administrator no less than every other month. City shall submit cost reports for 100% of City’s Federally Eligible Costs.

C. **Reserved**

D. **Reserved**

E. Reserved

F. ODOT shall limit reimbursement of, or use as part of the City's Matching Amount, travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

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

A. City represents and warrants to ODOT as follows:

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

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

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

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

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

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

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

SECTION 5. GENERAL COVENANTS OF CITY

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

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

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

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

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

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

- (1) Meet with the ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V and Section 504 of the Rehabilitation

Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

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

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

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

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

"This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land

Conservation and Development. This TGM grant is financed, in part, by federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), local government, and State of Oregon funds.

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

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

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

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

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

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

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

- (a) The permanent location of Project records (which may be subject to audit);
- (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are reimbursable hereunder and those costs which are being treated by City as City’s Matching Amount;
- (c) A list of final deliverables; and
- (d) City’s final disbursement request.

SECTION 6. CONSULTANT

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

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

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

- A. ODOT certifies that, at the time this Agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.
- B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will

participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.

D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

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

A. City fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

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

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

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

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

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

E. The parties agree as follows:

(a) Contribution.

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

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

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

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

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

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

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately

abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

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

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

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

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

City

City of Ashland

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____

Jerri Bohard, Division Administrator
Transportation Development Division

Date: _____

Contact Names:

Maria Harris
City of Ashland
City Hall, 20 East Main Street
Ashland, OR 97520-1849
Phone: 5415522045
Fax: 541-488-5311
E-Mail: harrism@ashland.or.us

John McDonald, Contract Administrator
Transportation and Growth Management Program
3500 NW Stewart Parkway
Roseburg, OR 97470
Phone: 541-957-3688
Fax: 541-957-3547
E-Mail: John.McDonald@odot.state.or.us

EXHIBIT A
CITY OF ASHLAND
NORMAL AVENUE NEIGHBORHOOD PLAN

Acronyms/Definitions

Agency/ODOT	Oregon Department of Transportation
City	City of Ashland
Council	Ashland City Council
County	Jackson County in Oregon
GIS	Geographic Information Systems
PC	City of Ashland Planning Commission
Plan	City of Ashland Normal Avenue Neighborhood Plan
PMT	Project Management Team
RVMPO	Rogue Valley Metropolitan Planning Organization
TPAU	Transportation Planning Analysis Unit
TSP	Transportation System Plan
UGB	Urban Growth Boundary
WOC	Work Order Contract
WOCPM	Work Order Contract Project Manager

PROJECT MANAGEMENT TEAM (“PMT”)

Consultant – Parametrix	
Jason Franklin, Project Manager	jfranklin@parametrix.com
Parametrix	503-416-6167
700 NE Multnomah Suite 1000	
Portland, OR 97232	
City of Ashland	
Brandon Goldman, Senior Planner	brandon.goldman@ashland.or.us
Department of Community Development	541-552-2045
20 E Main Street	
Ashland, OR 97520	
ODOT/TGM	
Work Order Contract Project Manager	
John McDonald	john.mcdonald@odot.state.or.us
Oregon Department of Transportation	541-957-3688
3500 NW Stewart Parkway	
Roseburg, OR 97470	

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

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

“PROJECT COOPERATION

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

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

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

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

PROJECT BACKGROUND AND OBJECTIVES

Project Purpose/Transportation Relationship and Benefit

The Normal Avenue Neighborhood Plan (Plan) will guide future development to provide for a compact urban form which better accommodates needed housing types, creates a system of greenways, protects and integrates natural features, enhances overall mobility while reducing reliance on the automobile, and

supports green infrastructure within the Project Area. Given the project area's central location, it presents an opportunity for a concentration of housing and neighborhood services in a manner that supports efficient land use and transit-oriented development.

Project Area

Normal Avenue neighborhood, situated between East Main Street in the north and railroad tracks in the south, Clay Street in the east and the Ashland Middle School in the west. Currently, the 94 acre area has a mix of Comprehensive Plan designations including single family residential and suburban residential, and is presently outside the City of Ashland (City) city limits but within the City Urban Growth Boundary (UGB).

See attached Map.

Background

Residential development in the Project Area has historically been low density - rural residential large lot single family homes - consistent with Jackson County (County) zoning standards. Unfortunately, this pattern of large lot development did not fully consider opportunities for further intensification of land use nor achieve the densities provided for in City's Comprehensive Plan.

Project Area constitutes the largest remaining area of residentially designated land that is suitable for medium- to high-density development which remains largely vacant or redevelopable. However, City's current Comprehensive Plan anticipates this area will primarily develop as low density and suburban residential upon annexation into the City. City is concerned that these planned densities may be insufficient to accommodate projected population growth and support a high level of transit service. In 2010, City received a pre-application to annex an individual parcel within the Project Area with a proposed density over twice that of the future zoning anticipated in the underlying Comprehensive Plan. Such high density housing would be supportive of transit and help City maintain a tight urban form. It is City's intention to update the current Comprehensive Plan to provide for a coordinated approach to planning the entire area.

This Normal Avenue Neighborhood Plan project (Project) will implement policies of the Comprehensive Plan's Transportation Element and City Transportation System Plan (TSP), currently being updated and likely adopted spring 2012, which aim to reduce automobile dependency by providing enhanced pedestrian, bicycle, and transit connections between the Normal Avenue Neighborhood to the rest of the City. The integrated land use and transportation plan will provide a circulation plan identifying new local streets, bike and pedestrian paths, transit route opportunities, and consolidated access points to the adjacent major arterial street (East Main Street). The Project will seek to implement policies of the Ashland Comprehensive Plan including the provision openspace and greenways within an area of compact transit oriented development.

Given its centralized location, equidistant between the downtown and commercial center surrounding I-5 interchange 14, the property is well-positioned to accommodate a concentration of a variety of housing in an area where multi-modal transportation options are likely to be convenient and utilized. City's Central Bike Path borders the south side of the Project Area and provides ready access to pedestrians and bicyclists to the City's commercial centers, schools, and recreation opportunities. Along the

northern boundary of the Project Area is East Main Street which is a main arterial which previously was served by the Rogue Valley Transportation District's Route 15 bus line. The Draft TSP projects the Project Area will have transit supporting densities upon build-out under the current comprehensive plan designations. The success of transit is largely a factor of the residential or job densities served by the line, and as such the efficient development of these lands will support and enhance the existing transportation system.

The Project Area includes the largest locally significant wetland within City's UGB, totaling about five acres in size. The area includes sections of Clay Creek and Cemetery Creek. Preservation and enhancement of these existing wetlands and streams will provide amenities that benefit the area and City as a whole. A coordinated planning effort to accommodate needed housing types in an efficient manner in consideration of these natural resources supports the long-term vision of City.

Timeliness

As City continues to promote a compact urban form through efficient land use, the development pressure on lands currently outside the city limits yet within the UGB has increased. City recently identified no new growth areas through the Regional Problem Solving process between County and local municipalities. This position is reliant on the expectation that City continues to accommodate future population growth within the existing UGB throughout the Regional Problem Solving planning period. As such, it is imperative that City examines opportunities to most efficiently urbanize remaining lands, secure multi-modal transportation options, build upon the City's system of greenways as identified in the Parks and Openspace Plan, and remain sensitive to environmental constraints in relation to future development potential. This Project is not contingent upon the ultimate approval of the Regional Problem Solving plan, but rather supports the position that future urbanization should occur within City's existing UGB to accommodate future growth.

City recently adopted new ordinances regulating the protection of wetlands and riparian area (chapter 18.63 of the Ashland Land Use Ordinance), which went into effect in January, 2010. Project Area contains both significant wetlands and locally designated streams which would be impacted by future development within County or upon annexation. Plan will serve as a demonstration of how future development can occur in a manner that is sensitive to these vital natural resources.

City is currently conducting an update of City's TSP funded in large part through the Transportation and Growth Management program. Anticipating higher residential densities where appropriate will assist in the development of the Updated TSP in factoring such densities to support a high level of transit service. Future updates of the pedestrian and bicycle circulation elements will also benefit from identified linkages both internally and to nearby transit stops. The Plan will follow up the momentum established with review and adoption of the Updated TSP with specific neighborhood planning to implement portions of the Updated TSP.

Project Objectives

- Increase efficiency in the use of land through concentration of housing in a centrally located area within the City UGB planned for future urban development;

- Achieve a development pattern that results in a balanced, multi-modal transportation system and that enhances opportunities for walking, bicycling or using transit in areas planned for transit service;
- Delineate housing, neighborhood serving commercial, open space, public space, and green infrastructure improvements, in a manner that provides for preservation and enhancement of creeks and wetlands;
- Develop new illustrative conceptual architectural and site plans for Project Area consistent with Transportation and Growth Management objectives. Concepts will meet City's and the property owners' development goals and standards.
- Design a local street grid for the Project Area including connections to existing and planned street, pedestrian, and bicycle facilities outside Project Area, to more fully integrate the Project Area into the City transportation system;
- Provide for pedestrian and bicycle routes and facility improvements within the Project Area that will provide safe access to local schools;
- Provide alternatives to, or delay the need for, expansion of the City UGB;
- Reduce emissions that contribute to climate change through changes to transportation or land use plans that reduce expected automobile vehicle miles traveled;
- Provide an implementation strategy that includes supporting Comprehensive Plan and updated TSP amendments, form based codes, and design standards; and
- Present the Plan and documentation necessary to support adoption to City's Planning Commission (PC) and City Council (Council).

GENERAL PROVISIONS

Expectations about Written and Graphic Deliverables

Plan 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, information must be presented in tabular or graphic format, with a simple and concise accompanying narrative (e.g. system inventories, traffic conditions). Electronic documents must be in a format easily translated by a screen reader or text-to-voice software.

Consultant shall provide copies of written deliverables to the Project Management Team (PMT), including the City and WOCPM, in electronic formats.

The following apply to all deliverables unless otherwise specified in this SOW or by Agency:

1. Draft Materials

It is expected that draft deliverables shall be substantially complete and that any changes or revisions needed to address comments will be minor. Consultant is not required to make major or extensive revisions without an approved contract amendment. This provision does not limit the right of Agency to require correction of deliverables that do not meet the requirements of this SOW.

Consultant shall provide draft deliverables to the PMT at least ten working days prior to the scheduled meeting/public release.

City shall submit one set of consolidated, non-conflicting comments on draft deliverables to Consultant within five working days after receipt, unless otherwise directed by PMT. WOCPM shall submit one set of comments on draft deliverables to Consultant within three working days after receipt of draft materials, unless otherwise directed by PMT.

Consultant shall make minor revisions and corrections to draft deliverables based on comments received and provide new draft to City and WOCPM at least two working days prior to meeting/public release.

2. Text memorandums and reports

All memorandums and reports are to be delivered to local government and TGM program digitally in Microsoft Word format, or an editable format agreed upon by PMT. Final versions of deliverables must also be provided in an open universally readable format. Memorandums and reports are to be formatted for 8½-inch by 11-inch or 11-inch by 17-inch paper.

The following text must appear in Project's final products:

“This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), local government, and the State of Oregon funds. The contents of this document do not necessarily reflect views or policies of the State of Oregon.”

Consultant name or logos may not appear on *Final* Plan documents, with the exception of the acknowledgement page.

3. Maps and graphic deliverables

Maps and site plans must be provided as electronic deliverables which can be read and used directly with ArcGIS 9.0, geo-referenced to the City's Geographic Information System (GIS) base data, or in a format as agreed between Consultant, City, and Agency.

Maps and graphics must include details necessary to ensure usability. Maps must include, at a minimum: a scale; a direction indicator indicating north; a color scheme that ensures readability in black and white; a legend; source; and date for the underlying information.

All graphics, including but not limited to vector based graphics including perspectives, axonometric drawings and elevations created digitally, are to be delivered to the PMT digitally in both the native format in which they are created (such as Adobe Indesign, Photoshop, Sketch up, AutoCad etc.) and in an open universally readable format (such as PDFs and or JPGs), as agreed between Consultant, City and Agency.

4. Web Access to All Materials

Consultant shall provide the PMT continued web access to all completed project files throughout the duration of the Project. Consultant may satisfy this requirement for an online repository of electronic project files by providing a dedicated webpage for PMT use which includes links to each file, providing access to a File Transfer Protocol site enabling direct downloading of Project files, or an alternative distribution method as agreed between Consultant, City and WOCPM.

Expectations About Meetings and Public Involvement

The Public Involvement program 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.”

City shall consider environmental justice issues, which 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 and health;
- (2) the public's contribution can influence the regulatory agency's decision;
- (3) the concerns of all participants involved will be considered in the decision making process; and
- (4) the decision makers seek out and facilitate the involvement of those potentially affected.

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

The primary aspect of public involvement is through the City’s PC. City shall ensure that commission meetings include outreach to and opportunity for representatives of the following interests to be heard: property owners, property development, business, residents-at-large, freight, and environmental justice.

Specific information regarding the deliverables and responsibility of public involvement tasks are listed under the appropriate task. In general the following applies to all public involvement:

Meetings

- a. City shall schedule and arrange all PC/Council meetings
- b. City shall provide support for all meetings including published and mailed notices as appropriate, meeting space and collecting feedback after the meeting.
- c. City shall maintain a project webpage on the City web site containing all materials and information relevant to development of the plan.
- d. City shall facilitate PC/Council Study Sessions.

- e. Consultant shall present materials and answer questions at PC/Council Study Sessions, as agreed between Consultant and Agency.
- f. Consultant shall provide hard copies of large scale maps and concept plans for use at public meeting that are a minimum 2-foot by 3-foot in size.
- g. Meeting notes must confirm that Consultant conducted or attended the meeting as required. Meeting notes are a brief summary of the attendees, topics discussed, and decisions reached. Clear, handwritten notes taken during the meeting are acceptable. Minutes from public meetings before City Commissions or Council shall be completed by the City and shall satisfy this provision.

Expectations About Traffic Analysis

An Oregon-registered professional engineer (civil or traffic) shall perform or oversee all traffic analysis work. Traffic analysis software must follow Highway Capacity Manual 2010 procedures. Traffic analysis must comply with ODOT Analysis Procedures Manual. Consultant shall coordinate all analysis with ODOT's Transportation Planning Analysis Unit (TPAU). Consultant shall get approval of methodology from TPAU prior to beginning analysis.

The planning horizon year for future scenarios is **2034** to provide consistency with other local and regional planning efforts. The expectations for the evaluation of the existing and future traffic conditions are more fully described in the related tasks.

Project Workscope

Task 1: Information Assembly and Existing Conditions Analysis

1.1 Project Management Meeting #1

Consultant shall facilitate Project Management Meeting #1 via video- or teleconference with PMT to initiate the Project and discuss the planning process, schedule, and issues. Consultant shall submit Meeting Summary of Project Management Meeting #1 to City and WOCPM within one week following Project Management Meeting #1.

1.2 Project Schedule

Consultant shall prepare and submit to City and WOCPM at Project Management Meeting #1 a Project Schedule using MS Project compatible software. Consultant shall update Project Schedule as needed, as WOCPM requests, and distribute updated schedule to City and WOCPM.

Consultant shall provide Project Schedule and updates to City for placement on Project Webpage (see Task 2).

1.3 Background Information Summary

City shall prepare and submit Background Information Summary to Consultant and WOCPM within two weeks following Project Management Meeting #1. The Background Information Summary must include a simple and concise narrative of the background information as it pertains to Plan.

Background information must include, but is not limited to:

- City Comprehensive Plans, maps and text;
- Development regulations, zoning maps and text;
- City Street Standards (City Handbook for Planning and Designing Streets);
- City most recent Buildable Lands Inventory;
- Section 18.63 of the Ashland Land Use Ordinance;
- City Local Wetlands Inventory;
- National Flood Insurance Program Study for County;
- TSP;
- Draft TSP including all technical memoranda;
- Multi-modal LOS methodology used in City TSP update;
- Site surveys or detailed maps of the Project Area and immediate surroundings;
- Aerial photography;
- Topographic maps;
- GIS shapefiles including taxlots, wetlands, floodplains, roads, buildings, soils, and other relevant data;
- Site plans or pending applications within the Project Area, including existing conceptual plans;
- Traffic studies prepared for previous applications within the Project Area;
- Rogue Valley Transit District routes and schedules;
- Rogue Valley Transit District Strategic Business and Operations Plan;
- City Capital Improvement Program; and
- Any other pertinent data specific to the Project Area.

1.4 Base Maps

City shall prepare and submit to Consultant and WOCPM Base Maps depicting relevant existing conditions for use in later tasks. Base Maps must include a digital copy of the map, and geospatial data files developed to create Base Maps. Base Maps must include:

- Streets;
- Railroad;
- pedestrian and bike paths;
- property boundaries;
- tax lots;
- buildings;
- designated wetlands;
- wetland buffer areas;
- creeks;
- floodplains; and
- other significant natural features.

1.5 Stakeholder Meetings and Summary

City shall arrange and conduct Stakeholder Meetings interviewing up to twenty stakeholders or stakeholder groups. City shall provide a location in Ashland for Stakeholder Meetings. Potential participants include:

- Property owners of parcels in and next to Project Area;
- Representatives from religious institutions in and next to Project Area;
- Representatives of the Ashland business and civic community;
- Representatives of the City's Community Development, and various City Departments;
- Rogue Valley Transportation District;
- County Planning Department; and
- Other Stakeholders as identified.

City may use Base Maps for illustrative purposes at Stakeholder Meetings.

City shall prepare and submit Summary to Consultant and WOCPM within two weeks following Stakeholder Meetings outlining the topics of discussion and comments of each Stakeholder Meeting/interview.

1.6 Annotated Map

City shall prepare Annotated Map of the key opportunity areas, constraints and issues for Project Area based upon information obtained from subtasks 1.1 through 1.4. Annotated Map must include a digital copy of the map, and geospatial data files developed to create the map.

1.7 Existing Site Conditions Executive Summary

City shall prepare Existing Site Conditions Executive Summary and submit to Consultant and WOCPM. Existing Site Conditions Executive Summary must include:

- An evaluation of the Project Area in relation to schools, commercial business districts, commercial and civic attractors, and adjacent residential development; An inventory and delineation of existing natural areas including wetlands, riparian areas, floodplains, significant trees, and other significant natural features;
- An evaluation of the existing road classifications and transit availability as they relate to the Project Area;
- Photos of the Project Area; and
- Stakeholder Meetings Summary

City Deliverables

- 1.1 Project Management Meeting #1
- 1.3 Background Information Summary
- 1.4 Base Maps
- 1.5 Stakeholder Meetings and Summary
- 1.6 Annotated Map
- 1.7 Existing Site Conditions Executive Summary

Consultant Deliverables

- 1.1 Project Management Meeting #1
- 1.2 Project Schedule

Task 2: Public Involvement

Objective: Ensure early involvement of property owners, residents, local and state government, and other interested parties in developing an identity and vision for the Project Area.

2.1 Project Webpage

City shall develop and maintain a public Project Webpage on the City's website containing all materials and information relevant to development of the Plan. Webpage with all project related information and materials developed, all GIS products and graphics, and meeting information (times, locations, agendas, summaries, and materials). Project Webpage will be "live" within eight weeks of Notice to Proceed.

2.2 Project Area Mailing and Summary

City shall prepare Project Area mailing and submit to WOCPM. City shall mail the Project Area Mailing to all property owners within the Project Area (up to 25 mailers). Project Area Mailing must include:

- A summary sheet that outlines Project Objectives and processes;
 - A general outline of the public involvement process and timeline;
 - Project Webpage information (from City);
 - A Key Participant Survey;
 - A stamped return envelope for survey responses;
 - A framework to examine residents' expectations about the future development of the Project Area and their property;
 - A means of eliciting comments regarding potential development constraints and opportunities in the Project Area; and
 - A request for contact information including email to receive future information regarding the Normal Avenue Neighborhood Plan development
- City shall prepare Summary which must include a summary of responses received.

2.3 PC/Council Update and Summary

City shall update the Council and PC on the Plan's initial phase. City shall provide PC and Council an analysis of input received from Key Participant Survey, Stakeholder Meetings Summary, and Project Webpage. City shall solicit from Council/PC any specific and general goals and guiding principles for the Project. City shall prepare and submit to Consultant and WOCPM a Council/PC update Summary. Summary must include materials presented, feedback received, questions asked, and meeting minutes.

2.4 City-wide Mailing

City shall prepare a Project Summary for inclusion in the CitySource publication to be included in city utility bill. City-wide Mailing must include a general description of the Project and Project Area to be evaluated, clear direction regarding how residents can participate in the planning process and obtain more detailed information, and Project Webpage information.

City Deliverables

- 2.1 Project Webpage
- 2.2 Project Area Mailing and Summary
- 2.3 PC/Council Update and Summary
- 2.4 City-wide Mailing

Consultant Deliverables

none

Task 3: Alternatives Development and Analysis

Objective: To develop a series of neighborhood framework overlays which identify and illustrate alternatives for the concentration, density, and types of land uses in relation to neighborhood transportation networks, significant natural area, open spaces and community facilities.

3.1 Housing and Land Use Framework

Consultant shall prepare and submit to City and WOCPM Housing and Land Use Framework which must include:

- A summary of the City Buildable Lands Inventory (provided by City) land supply within the Project Area;
- A summary of the City Housing Needs Analysis (provided by City);
- Market Feasibility Report, including: market profile, market demand scenarios, and describing the potential ranges of numbers and types of dwelling units;
- A summary of Housing Equity opportunities providing for a broad range of housing types of varying costs commensurate with area income ranges;
- A summary and illustrative plan outlining housing development potential under two alternative land use development scenarios:
 1. Development consistent with existing Comprehensive Plan designations;
 2. Development consistent with a high density residential Comprehensive Plan designation.

Scenario 2 above may additionally consider the inclusion of neighborhood-serving commercial uses where appropriate.

(In recognition of Ashland's position in the Regional Problem Solving Plan, to maintain the existing Urban Growth Boundary in its present location, each scenario above must include an evaluation of whether the objective of accommodating future population growth within the existing UGB is supported by the scenario.)

- An evaluation of opportunities for neighborhood serving commercial uses and mixed use development within the Project Area.

3.2 Greenway and Openspace Framework

Consultant shall prepare and submit to City and WOCPM Greenway and Openspace Framework, consistent with subtask 3.1, which must include:

- Identification of natural areas including wetlands, riparian area, and other environmentally-sensitive areas;
- Identification of opportunities for public spaces and parks; and
- Identification of opportunities for private openspace.

3.3 Mobility Framework

Consultant shall prepare and submit to City and WOCPM Mobility Framework, consistent with subtask 3.1, which must include:

- A circulation system for bicyclists and pedestrians that includes connectivity with the Ashland Central Area Multi-Use Path, open space and natural areas, and safe routes to schools;

- A circulation system for automobile connectivity within the existing street system in keeping with the Transportation Element policies of the Comprehensive Plan;
- Identification of street alignment opportunities to maximize building solar orientation opportunities;
- Identification of specific access points along East Main Street and Clay Street;
- Analysis of current and potential opportunities for transit service; and identification of future transit stop locations and amenities.
- Preliminary identification of safety focus locations requiring further study in Task 5. Safety focus locations are defined as those intersections or roadway segments where the existing five-year crash rate exceeds published Crash Rate Tables for similar facilities.

3.4 Infrastructure Framework

Consultant shall prepare and submit to City and WOCPM Infrastructure Framework, consistent with subtask 3.1, which must include

- Identification of location and extension of key public facilities including sewer, water, electric and the Ashland Fiber Network; and
- Identification of storm water management strategies and regulations to be implemented through the development of public facilities and site design, including:
 - Green streets;
 - Pervious parking and hardscape requirements;
 - Study Area water retention location opportunities; and
 - Landscaping and water conservation requirements.

3.5 Sustainable Neighborhood Framework

Consultant shall prepare and submit to City and WOCPM Sustainable Neighborhood Framework which must include:

- A summary of the relationships between frameworks (subtasks 3.1 to 3.4) in creating and fostering a sustainable neighborhood;
- Examination of LEED-ND requirements and application opportunities in the Project Area;
- Identification of opportunities to increase energy efficiency and sustainability in site planning, and building design; and
- Identification of incentives (e.g density bonuses, height bonus, expedited permitting and planning application process) for achieving efficiency in energy use, water conservation, waste reduction and in providing support of a multimodal transportation system.

3.6 Conceptual Plan

Consultant shall use assembled data, comments from PMT, Stakeholder Interviews, Annotated Map, and frameworks developed in tasks 3.1 through 3.5 to generate one Conceptual Plan. The Conceptual Plan is intended to show ideas for development of the Project Area based on the requirements and desires of participants in Stakeholder Meetings and City. The Plan must illustrate an alternative development scenario that could presently be achievable under the existing Comprehensive Plan designations and development standards. The Conceptual Plan must include area plan showing proposed zoning; openspace areas; street circulation and design; pedestrian and bike facilities; housing density; building massing, photos of existing examples to demonstrate the general character and scale of proposed structures; and other graphic materials necessary to show the overall design of the Conceptual Plan. The

Conceptual Plan does not require a high level of architectural design detail, but must be suitable to the local context (i.e. the “small-town character” of Ashland).

Conceptual Plan must

- include development types identified in Housing and Land Use Framework
- identify best locations for concentrations of housing, and any proposed neighborhood serving mixed-use commercial components.
- show any designated greenways or public open space.
- identify locations for consolidated storm water management water retention facilities if proposed.
- each include adequate methods of accommodating pedestrian, bicycle, and motor vehicle traffic through Project Area.
- show any connections to existing or planned transportation facilities within, or neighboring, the Project Area.

Consultant shall coordinate with PMT to ensure the Concept Plan is adequate to meet City and ODOT requirements for issues such as access management and local street standards

The Conceptual Plan must include:

- Plan views showing zoning and lot layouts in consideration of natural features and transportation network;
- Vehicular, pedestrian, and bicycle circulation plans, including their connections to the City transportation system;
- A short narrative with the highlights including a summary of:
 - Housing and Land Use Framework
 - Greenway and Openspace Framework;
 - Mobility Framework
 - Infrastructure Framework and
 - Sustainability Framework

City Deliverables

- 3.1 Summary of Buildable Lands Inventory and City Housing Needs Analysis

Consultant Deliverables

- 3.1 Housing and Land Use Framework
- 3.2 Greenway and Openspace Framework
- 3.3 Mobility Framework
- 3.4 Infrastructure Framework
- 3.5 Sustainable Neighborhood Framework
- 3.6 One Conceptual Plan

Task 4: Concept Plan Alternatives Review

4.1 Project Management Meeting #2

Consultant shall facilitate Project Management Meeting #2 via video- or teleconference with PMT to review the Three Conceptual Plan Alternatives and provide guidance to Consultant prior to the charrette. Consultant shall prepare summary and submit to City and WOCPM within one week.

4.2 Charrette

Consultant shall conduct the charrette in Ashland to exhibit the Conceptual Plans and Frameworks, obtain input from key stakeholders and the public and create a preferred alternative. City will arrange the charrette space and logistics, including ensuring proper amount of studio space with adequate facilities and provide at least one staff person full time to provide ongoing logistical support. The charrette will occur over four consecutive days and three nights with the following general schedule.

Day 1	Day 2	Day 3	Day 4
	Staff & Technical Meetings	Studio	Studio to package deliverables
	One-on-one stakeholder meetings		Lunch
Site Tour and Stakeholder meetings	Lunch Break	Lunch Break	
Public Meeting to present Frameworks	Studio	Public meeting to present work	

Consultant shall prepare summary and submit to City and WOCPM within one week of charrette; summary must include a brief outline of the charrette (time, location, duration, summary of materials presented), participants list, comment and feedback, and comment and feedback trends.

Consultant shall prepare and submit to City and WOCPM Final Charrette Materials, including up to two (2) illustrations of key opportunity sites, and a plan that addresses each framework component (housing, land use, mobility, openspace, infrastructure, and sustainability).

The charrette will result in the development of a preferred alternative for inclusion in the draft Plan as well as draft language for code and design changes to be included in the draft plan. The public meetings must include diagrams, maps and drawings necessary to convey the ideas and issues present in the Project Area.

City Deliverables

- 4.1 Project Management Meeting #2
- 4.2 Charrette

Consultant Deliverables

- 4.1 Project Management Meeting #2
- 4.2 Charrette and Final Charrette Materials

Task 5: Transportation Analysis

5.1 Traffic Counts

ODOT will conduct 4-hour PM peak period (2-6 PM) counts of the following intersections:

- OR66/Normal Ave (only needed if a plan alternative will include formalization of the Normal Avenue railroad crossing)
- East Main/Clay
- East Main/Tolman Creek Road

Counts must include vehicular traffic by type, pedestrian movements, bicycle, wheeled pedestrians (wheelchairs, skateboards, etc.), and whether bicyclists are wearing helmets. Counts must use 15-minute intervals over the entire period. Counts should be taken when school is in session and avoid any holiday weeks (September-May).

ODOT will submit traffic counts, recordings, and related data to WOCPM, City, and the Rogue Valley Metropolitan Planning Organization (RVMPO).

5.2 Existing Traffic Analysis

Consultant shall prepare and submit to City and WOCPM Existing Traffic Analysis for all traffic count intersections identified in subtask 5.1 and shall include the Draft TSP analysis of the intersections of East Main/Walker, OR66/Walker, and OR66/Tolman Creek Road in order to judge impacts on the surrounding system.

Analysis must include deficiencies (e.g. failure to meet application state or local policies or laws).

Operational analysis for all facilities, regardless of jurisdiction, must include:

- Volume-to-capacity ratio
- Level of Service
- Multi-Modal Level of Service, utilizing the methodology in the current City TSP Update
- 95th Percentile queuing
- Turning movements

Non-automobile transportation analysis must include:

- Volume
- Type
- Direction
- For non-automobile devices that typically require safety equipment (e.g. bicycle, skateboard), the percentage of users wearing safety equipment (at least helmets).

Consultant shall obtain approval of methodology and assumptions for the existing conditions, (and for future conditions and alternatives) from TPAU and Region 3 Traffic Office prior to beginning analysis of existing conditions. Consultant shall prepare a *Methodology and Assumptions Memorandum* for review by TPAU and Region 3 traffic. Methodology and Assumptions Memorandum must cover analysis methodologies and assumptions for developing 30th highest hour volumes, 2034 future baseline volumes (to be developed from forecasts in the City's Draft TSP Update), and 2034 volumes for any

alternatives, travel demand model scenario descriptions, and any other relevant analysis methodologies/assumptions/major parameters used throughout the analysis tasks.

Consultant shall obtain three to five years of crash data from Agency's Crash Data & Reporting Unit for Project Area intersections and adjacent roadway segments. Consultant shall calculate segment and intersection crash rates in the Project Area. Intersection crash rate calculations must use the Highway Safety Manual Critical Rate method. Segment crash rates must be compared with Table II in the Agency's published Crash Rate Tables for similar facilities. For any identified locations that exceed the published segment or calculated critical intersection rate, Consultant shall identify and present crash patterns and potential countermeasures/safety improvements in the Existing Traffic Analysis. Consultant shall document summary crash data results including crash rates in Existing Traffic Analysis.

All traffic volumes must use the 30th Highest Hour. All traffic analysis, including electronic files, must be submitted to ODOT Region 3 Traffic for approval. Consultant shall submit all traffic count analysis to WOCPM, City, and the RVMPO.

Consultant shall collect (either from the Draft TSP work or from site-visits) all necessary inventory data to support the base and future analysis.

City Deliverables

None

ODOT Deliverables

- 5.1 Traffic Counts
- 5.2 Crash Data

Consultant Deliverables

- 5.3 Existing Traffic Analysis

Task 6: Final Plan and Implementing Code Amendments

Objective: To prepare the final adopted plan and related code amendments.

6.1 Project Management Meeting #3

Consultant shall schedule and facilitate Project Management Meeting #3 via teleconference with PMT to review the results of the public involvement efforts, and to determine which Concepts or elements from Task 3 to include in the Draft Normal Avenue Neighborhood Plan. Consultant shall prepare and submit a meeting summary to City and WOCPM within one week of Project Management Meeting #3.

6.2 Draft Normal Avenue Neighborhood Plan

Consultant shall refine Concepts and prepare a Draft Normal Avenue Neighborhood Plan based upon the input received from the charrette and direction of the PMT.

The Draft Normal Avenue Neighborhood Plan must include, at a minimum:

- Maps, plans, and drawings as refined from the previous tasks.

- At least one perspective or axonometric drawing of Project Area to convey the essence of the Plan's implementation.
- Internal and external street designs for Project Area consistent with City's Street Standards, or clearly identify any recommended deviations, that accommodates pedestrian, bicycle, and motor vehicle traffic.

The Draft Normal Avenue Neighborhood Plan must be consistent with City's development requirements or clearly identify any recommended deviations. Consultant shall coordinate with PMT to ensure Draft Normal Avenue Neighborhood Plan is adequate to meet City and ODOT requirements for issues such as driveway spacing, access management, and capacity impacts to major and minor intersections as identified in Task 5.

6.3 Draft Area Site Design and Use Standards

Consultant shall prepare and submit to City and WOCPM Draft Area Site Design and Use Standards. Draft Area Site Design and Use Standards must address any deviations from the City's existing Site Design Standards which are necessary to regulate development of the Project Area consistent with the Draft Normal Avenue Neighborhood Plan. Consultant shall draft code language to incorporate site design and use Standards. Code language will not be adoption ready but have enough detail to allow staff to put into adoption format.

6.4 Draft Chapter 18 Code Amendments

Consultant shall prepare and submit to City and WOCPM Draft Chapter 18 Code Amendments. Draft Chapter 18 Code Amendments must address any deviations from the City's existing Chapter 18 necessary to allow the development of the area consistent with the Draft Normal Avenue Neighborhood. Code language will not be adoption ready but have enough detail to allow staff to put into adoption format.

6.5 Public Open House and PC Study Session

Consultant shall conduct a Public Open House directly before a PC Study Session, in coordination with City staff, providing an opportunity for citizens to review the Draft Normal Avenue Neighborhood Plan.

Consultant shall prepare and submit to City and WOCPM a meeting summary one week after Public Open House and PC Study Session.

City Deliverables

- 6.1 Project Management Meeting #3
- 6.5 Public Open House and PC Study Session

Consultant Deliverables

- 6.1 Project Management Meeting #3
- 6.2 Draft Normal Avenue Neighborhood Plan
- 6.3 Draft Area Site Design and Use Standards
- 6.4 Draft Chapter 18 Code Amendments
- 6.5 Public Open House and PC Study Session

Task 7: Final Draft Plan and Implementing Ordinances

Objective: To prepare an adoption-ready plan and related ordinances.

7.1 Final Draft Normal Avenue Neighborhood Plan

Consultant shall prepare and submit to City and WOCPM Final Draft Normal Avenue Neighborhood Plan, incorporating feedback from subtask 6.5 into draft. Consultant shall provide two hard copies and two electronic copies – both .pdf and editable format - on compact disc to both City and WOCPM at conclusion of Project. City shall make any necessary final changes to make the Plan adoption ready.

7.2 Final Draft Area Site Design and Use Standards

City shall prepare and submit to Consultant and WOCPM Final Area Site Design and Use Standards, incorporating feedback from subtask 6.5 into draft. City shall provide two hard copies and two electronic copies – both .pdf and editable format - on compact disc to WOCPM at conclusion of Project.

7.3 Final Chapter 18 Code Amendments

City shall prepare and submit to Consultant and WOCPM Final Chapter 18 Code Amendments, incorporating feedback from subtask 6.5 into draft. City shall provide two hard copies and two electronic copies – both .pdf and editable format - on compact disc to WOCPM at conclusion of Project.

7.4 Final Buildable Lands Inventory and Housing Needs Analysis

City shall prepare and submit to Consultant and WOCPM Final Buildable Lands Inventory and Housing Needs Analysis.

7.5 Comprehensive Plan Change Planning Application

City shall prepare and submit to WOCPM Comprehensive Plan Change Planning Application.

7.6 Transportation Planning Rule Findings

City shall prepare and submit to WOCPM Transportation Planning Rule Findings.

7.7 Final Presentations

City shall present the Final Normal Avenue Neighborhood Plan, Comprehensive Plan Changes, and associated Ordinance Amendments to the Planning Commission at a Public Hearing for final approval and recommendation to the Council.

City shall present the Final Normal Avenue Neighborhood Plan, Comprehensive Plan Changes, and associated Ordinance Amendments to the Council at a Public Hearings for adoption.

City shall provide the PMT a Public Hearings Summary, identifying issues, feedback received and guidance given by decision-makers, and a copy of adopted Findings relating to the final decision of the City.

7.8 Title VI Report

City shall prepare and submit to WOCPM a report delineating Title VI activities, documenting project process and outreach for all low income, race, gender, and age groups.

City Deliverables

- 7.2 Final Area Site Design and Use Standards
- 7.3 Final Chapter 18 Code Amendments
- 7.4 Final Buildable Lands Inventory and Housing Needs Analysis
- 7.5 Comprehensive Plan Change Planning Application
- 7.6 Transportation Planning Rule Findings
- 7.7 Final Presentations
- 7.8 Title VI Report

Consultant Deliverables

- 7.1 Final Draft Normal Avenue Neighborhood Plan

Consultant Amounts per Deliverable and Schedule

<i>Task</i>	<i>Description</i>	<i>Total Fixed Amount Payable to Consultant Per Deliverable</i>	<i>Schedule</i>
1.1	Project Management Meeting #1	\$650	June 1, 2012
1.2	Project Schedule	\$900	June 1, 2012
	Task 1 Total	\$1550	
	Task 2 – No Consultant Deliverables		
3.1	Housing and Land Use Framework	\$6,250	August 2012
3.2	Greenway and Openspace Framework	\$2,050	August 2012
3.3	Mobility Framework	\$2,000	August 2012
3.4	Infrastructure Framework	\$1,300	August 2012
3.5	Sustainable Neighborhood Framework	\$1,550	August 2012
3.6	One Conceptual Plan	\$11,500	October 2012
	Task 3 Total	\$24,650	
4.1	Project Management Meeting #2	\$500	November 2012
4.2	Charrette and Final Charrette Materials	\$26,500	December 2012
	Task 4 Total	\$27,000	
5.3	Existing Traffic Analysis	\$7,900	August 2012
	Task 5 Total	\$7,900	
6.1	Project Management Meeting #3	\$650	February 2013
6.2	Draft Normal Avenue Neighborhood Plan	\$8,500	
6.3	Draft Area Site Design and Use Standards	\$2,500	March 2013
6.4	Draft Chapter 18 Code Amendments	\$2,500	April 2013
6.5	Public Open House and PC Study Session	\$3,800	May 2013
	Task 6 Total	\$17,950	
7.1	Final Draft Normal Avenue Neighborhood Plan	\$3,400	July 2013
	Task 7 Total	\$3,400	
	Project Total	\$82,450	

Project Area Map

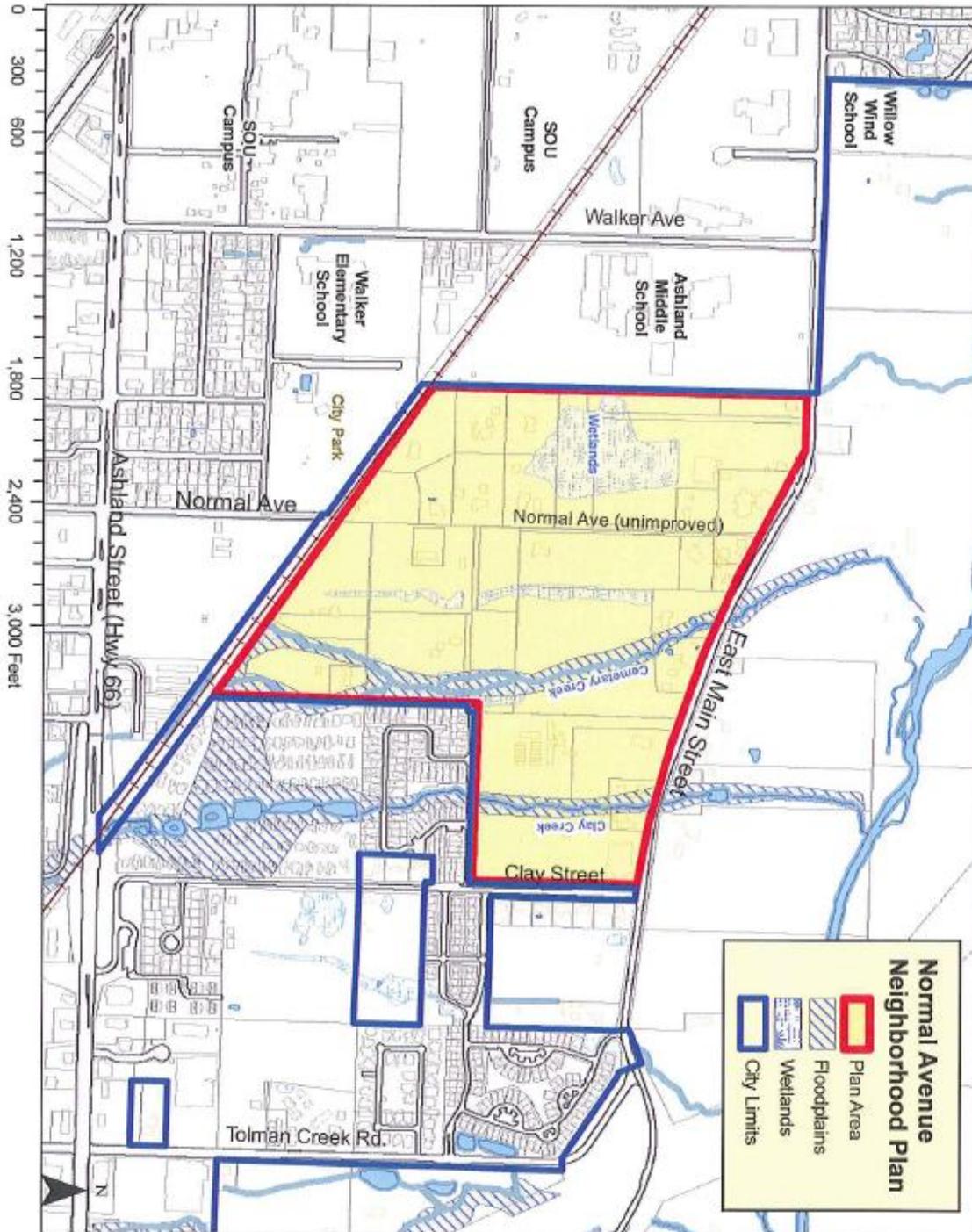


EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

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

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

AGENCY OFFICIAL CERTIFICATION (ODOT)

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

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

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

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

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

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

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

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

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

EXCEPTIONS:

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

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

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

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

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

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

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

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

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

- Appendix B of 49 CFR Part 29 -

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

Instructions for Certification

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

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

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

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

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

IV. EMPLOYMENT

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

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

V. NONDISCRIMINATION

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

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

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

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

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

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

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

DBE POLICY STATEMENT

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

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

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

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

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

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

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

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

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

VII. LOBBYING

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

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

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

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

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

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

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

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