

**INTERGOVERNMENTAL AGREEMENT**  
City of Ashland, Transportation System Plan Update

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

**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.J 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 October 31, 2012 ("Termination Date"). The Agency's payments of amounts under this Agreement attributed to work performed after June 30, 2011, are limited to a maximum of \$170,000.

B. Grant Amount. The Grant Amount which includes City's Matching Amount of \$241,740 shall not exceed \$416,740.

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

D. Consultant's Amount. The Consultant's Amount shall not exceed \$416,740.

E. City's Matching Amount. The City's Matching Amount is \$241,740. City shall pay ODOT \$25,000 at time of the signing of this Agreement, \$125,000 prior to Task 7 and \$91,740 prior to Task 10.

## SECTION 3.

[RESERVED]

## 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, 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 as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). City shall require and ensure that each of its subcontractors complies with these requirements.

E. City shall be responsible, to the extent permitted by the Oregon Tort Claims Act, ORS 30.260-30.300, only for the acts, omissions or negligence of its own officers, employees or agents.

F. 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.

G. 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.

H. 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.

I. 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.

J. (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".

K. 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.

L. City shall

(1) pay to ODOT City's Matching Amount. ODOT may use any funds paid to it under this Section 5.L (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) within 30 days after the Termination Date, 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; and
- (c) A list of final deliverables.

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

E. (a) 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.

(b) 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.

(c) Notwithstanding Section 9.E.(b) 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 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 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.

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 29, 2008, the Oregon Transportation Commission (“Commission”) approved Delegation Order No. 2, which authorizes the Director of ODOT to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program (“STIP”) or a line item in the biennial budget approved by the Commission.

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways; Deputy Director, Central Services and the Chief of Staff, to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program or in other system plans approved by the Oregon Transportation Commission such as the Oregon Traffic Safety Performance Plan, or in a line item in the biennial budget approved by the Director. The Director may also delegate to other Administrators the authority to execute intergovernmental agreements over \$75,000 for specific programs such as transportation safety, growth management and public transit.

**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: \_\_\_\_\_

**ATTORNEY GENERAL'S OFFICE**

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

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

Date: **via e-mail dated May 10, 2010**

**Contact Names:**

Michael Faught  
City of Ashland  
City Hall, 20 East Main Street  
Ashland, OR 97520-1849  
Phone: 541-488-6002  
Fax: 541-488-5311  
E-Mail: faughtm@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**  
**TGM 3A-09**

**CITY OF ASHLAND**  
**TRANSPORTATION SYSTEM PLAN**

STATEMENT OF WORK

**Acronyms/Definitions**

|                         |                                                                                                                                                                                                                                                                                     |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Adopted                 | A plan or regulation that an implementing authority has voted to accept                                                                                                                                                                                                             |
| Agency/ODOT             | Oregon Department of Transportation                                                                                                                                                                                                                                                 |
| CCI                     | Construction Cost Index                                                                                                                                                                                                                                                             |
| City or Ashland         | City of Ashland                                                                                                                                                                                                                                                                     |
| Code                    | Ashland Land Use Code                                                                                                                                                                                                                                                               |
| Conceptual Plans        | Plans illustrating the assessment and possible suitable development of a site                                                                                                                                                                                                       |
| Council                 | Ashland City Council                                                                                                                                                                                                                                                                |
| County                  | Jackson County in Oregon                                                                                                                                                                                                                                                            |
| Draft                   | The first iteration of a document, intended to provide a baseline of information on which identified groups may comment                                                                                                                                                             |
| Final                   | The final iteration of a document, having addressed all comments and reflecting the intention of the adopting or implementing authority                                                                                                                                             |
| Findings                | A series of statements of fact identifying how a plan or policy complies with applicable laws                                                                                                                                                                                       |
| GIS                     | Geographic Information Systems                                                                                                                                                                                                                                                      |
| Implementing Ordinances | Laws that facilitate adopted policies and plans                                                                                                                                                                                                                                     |
| LOS                     | Level of Service                                                                                                                                                                                                                                                                    |
| Mayor                   | Mayor for the City of Ashland                                                                                                                                                                                                                                                       |
| Month                   | A 30-day period of time                                                                                                                                                                                                                                                             |
| Node                    | A specific geographic area within which a defined goals or set of goals is to be accomplished, and plans developed to a degree of specificity necessary to provide decision-makers the information needed to determine whether to approve or disapprove implementation of the goals |
| OAR                     | Oregon Administrative Rule                                                                                                                                                                                                                                                          |
| OHP                     | Oregon Highway Plan                                                                                                                                                                                                                                                                 |
| NTP                     | Notice to Proceed                                                                                                                                                                                                                                                                   |
| OTP                     | Oregon Transportation Plan and applicable modal plans                                                                                                                                                                                                                               |
| PI                      | Public Involvement                                                                                                                                                                                                                                                                  |
| PC                      | City of Ashland Planning Commission                                                                                                                                                                                                                                                 |
| Revised                 | The second iteration of a document, intended to provide a refined set of information on which identified groups may comment and to be more fully reflective of the intention of the adopting or implementing authority                                                              |

|       |                                                 |
|-------|-------------------------------------------------|
| RVMPO | Rogue Valley Metropolitan Planning Organization |
| RVTD  | Rogue Valley Transportation District            |
| TAC   | Technical Advisory Committee                    |
| TC    | City of Ashland Transportation Commission       |
| TGM   | Transportation and Growth Management            |
| TPAU  | Transportation Planning Analysis Unit           |
| TPR   | Transportation Planning Rule                    |
| TSDC  | Transportation System Development Charge        |
| TSP   | Transportation System Plan                      |
| UGB   | Urban Growth Boundary                           |
| V/C   | Volume-to-Capacity                              |
| WOCPM | Work Order Contract Project Manager             |

### **Project Contacts**

#### **Consultant**

Marc Butorac

[mbutorac@kittelson.com](mailto:mbutorac@kittelson.com)

Kittelson & Associates, Inc

503-228-5230

#### **City of Ashland**

Micheal Faught

[faughtm@ashland.or.us](mailto:faughtm@ashland.or.us)

541- 488-5587

#### **TGM Project Manager and the WOCPM**

John McDonald

[John.mcdonald@odot.state.or.us](mailto:John.mcdonald@odot.state.or.us)

541-957-3688

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. 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 Purpose/Transportation Relationship and Benefits**

The City of Ashland (City) has a population of approximately 21,600. The current Transportation System Plan (TSP) was last updated in 1998 and is based upon data collected between 1991 and 1997. 1998 TSP is vehicular focused and provides only minimal attention to other modes of transportation. This past philosophy has resulted in poor pedestrian connectivity throughout the community and inadequate accommodation of bicyclists.

The 1998 TSP does not reflect the current philosophy of the community. Ashland’s elected officials, appointed officials, staff and citizens call for an update that considers multi-modal transportation alternatives in a more creative light. Updated TSP (the modified 1998 TSP to be updated under this WOC) will not only comply with the Transportation Planning Rule (TPR) and follow the Oregon Transportation Plan (OTP) and applicable modal plans, but will also integrate future land use and multi-modal transportation system elements thus making pedestrian, bicycle, rail air, and transit traffic as important, and in some areas more important, than vehicular traffic.

The primary goal of Project is to assist the community in providing transportation facilities to the residents and guests of Ashland in a sustainable way. For vehicular traffic, this includes the goal of providing a minimum level of service (LOS) for through streets and for intersections as defined in the Highway Design Manual and Oregon Highway Plan (OHP). These goals must also complement the need for other modes of transportation including pedestrian, bicycle, bus and rail transit.

The project scope includes all roads within the city limits of Ashland, including Highway 66 (Ashland Street), North Main, Highway 99 (Siskiyou Boulevard) and the I-5 interchanges. Capacity of I-5 is not part of the scope but the impact of future through traffic growth on the

local infrastructure is included as part of the project. Other local, regional and county-wide transportation visions and policies must be incorporated into the Updated TSP where possible.

### **Project Area**

The Project Area (see Map A at end of statement of work) encompasses the current City Urban Growth Boundary (UGB). However, Consultant is required to provide a regional impact and probability evaluation for all multi-modal transportation options (street car, express transit, multi-use trails).

### **About Ashland**

Ashland is a pretty, small town, filled with passionate people. This community fosters curiosity, creativity and communication. It shows up in many ways: walking past homes built at the turn of the 20th century, preserved because people care, shopping in buildings you remember seeing in historic photographs, in clean streets, excellent schools and expansive libraries. Walk down the street and look people in the eye or communicate with someone half a world away with high speed internet access via the Ashland Fiber Network. Progressive and active business community cultivates big city amenities which locals and visitors enjoy alike.

City has a Mayor/City Council form of government. The Mayor, who presides at the Council meetings, is elected for a four-year term and meets with the City Council twice monthly in meetings open to the public. The City Council is advised in part by over 15 different advisory boards and commissions staffed by volunteer citizens. They cover a range of responsibilities from the Affordable Housing Committee to the Conservation Commission.

Economic development is encouraged and supported by City with an emphasis on retention and expansion of existing businesses and attracting new businesses to the area. City seeks clean industry that provides living wage jobs and has identified the technology industry as a desirable and viable addition to the community.

The citizens of Ashland place great value on creating and maintaining a sustainable and living community, by maintaining high development standards, emphasizing historic preservation and developing numerous conservation programs. Ashland's elected officials, appointed officials, staff and citizens have expressed a desire to go beyond a TSP update that simply addresses multimodal transportation in usual terms. The community wishes to integrate the transportation plan with land use and explore innovative ways to promote transit, bicycle and pedestrian use. To that end, it is important that the TSP update meet the City Council's environmental goal to "Develop an integrated land use and transportation plan to increase the viability of transit, bicycles, walking and other alternative modes of transportation; reduce per capita automobile vehicle miles traveled; provide safe walking and bicycling routes to home, work, shopping and schools; implement environmentally responsible design standards, and minimize new automobile-related infrastructure."

In addition, three prominent intersections on boulevards in Ashland were identified as potential future activity nodes in the September 2007 Transportation and Growth Management (TGM) Outreach Workshop on "Designing Great Arterial Streets" – Siskiyou Boulevard and Bridge

Street, Ashland Street and Walker Avenue and East Main Street and North Mountain Avenue. Each of the three sites is located on particularly auto-oriented sections of Ashland's boulevard system and presents an opportunity for a mixture of uses that would add activity and energy to the intersection and surrounding area.

### **Problem Statement/Background**

Ashland's 1998 TSP is based upon data collected between 1991 and 1997. There are numerous deficiencies with the 1998 TSP, as well as several changes in the community direction, including:

- A 12% increase in population;
- A need to refine land use and transportation policy to support City as a green transportation community, which includes making walking and bicycling trips viable options for a wide variety of people and enhancing land uses and densities on transit corridors to fully support public transportation and parking requirements;
- A deficient reflection of the community's evolving vision for minimal transportation infrastructure, increased alternative travel options, and smarter, more efficient transportation system management and operation (i.e. bicycle boulevards, separated bike lanes, corridors to "pedestrian nodes" and employment centers, reviewing existing zoning and pedestrian lighting, four-lane bike trails as well as access management, developing transit densities along these corridors, streetcar transit, street narrowing);
- Need for an evaluation of pedestrian nodes (focal points where pedestrian amenities such as seating, shade, drinking fountains, public art, landscaping informational displays, bicycle rest-stops or transit shelters are provided to increase the perception of an active, urban corridor while encouraging walking, bicycling and transit use);
- An exploration of new opportunities to become a statewide (even nationwide) small-city leader in green transportation systems, focusing on multi-modal elements, not included in 1998 TSP, such as a comprehensive commuter plan for pedestrian, bicycle and transit nodes and connections between key development sites.;
- The development of two key infill development areas that are identified for growth, but lack integration into the transportation system at large. The Croman area is an 80-acre industrially zoned site, and the Railroad area is a 40-acre site zoned for employment; with a potential to dramatically impact regional travel patterns;
- A comprehensive "Safe Routes to School" program;
- The City has several offset intersections and needs to develop long term realignment strategies;
- A need for formal programs to inform the traveling public of local multimodal opportunities;
- Regional transit planning efforts such as the Rogue Valley Metropolitan Planning Organization's (RVMPO) proposed commuter rail connection between Central Point and Ashland, and Rogue Valley Transportation District's (RVTD) plans to explore future modes such as streetcar or bus rapid transit would change existing transit and auto patterns;

- Addressing transportation challenges to support City goals of comprehensive and efficient land use by reducing or delaying the need for new infrastructure through smarter system management and operations;
- The access management and transportation impact study guidelines are in desperate need of revision and codification to manage future development;
- A large number of plans, studies, and workshops conducted since 1998 TSP was adopted that need to be consolidated into a single document, and
- Identified the need to plan for future commuter rail service in the greater Rogue Valley area.

### **Timeliness**

As noted above, 1998 TSP is more than ten years old, with analysis data sometimes more than fifteen years old. An Updated TSP is needed to comply with new TPR rules and to further realize City's vision of being a "green transportation community". Further, an Updated TSP is needed to provide the transportation foundation to support future residential and economic development.

### **Project Objectives**

Project is focused on the following objectives and supporting outcomes, which are only a sample of the expected Updated TSP goals and objectives (note: many outcomes could span multiple objectives) to be developed in Task 2:

- **Improve quality of life and support economic prosperity**
  - Adopt a comprehensive Updated TSP that supports a safe, efficient, multi-modal transportation network based on existing and forecasted land uses, with a focus on modal equity and balance to provide travel options for system users;
  - Explore innovative ways through infrastructure, regulation, education and promotion to increase bicycle and pedestrian trips. Reach beyond the athletic and dedicated non-motorized travelers and make walking and biking viable options for a wider variety of people;
  - Identify and remove barriers for at least three future activity nodes to add activity and energy to the intersection and surrounding area;
  - Identify areas to improve and enhance public transportation;
  - Identify areas where refinement plans would increase the life of a facility or delay the need for improvements (e.g. Ashland St. or Siskiyou Blvd.);
  - Provide alternative routes and reduce the burden on the state highway system through improved local, collector, and arterial street connectivity;
  - Identify transportation solutions that improve the development potential within the Project Area (e.g. north of Bear Creek and East of I-5) using minimal new transportation infrastructure, which support increased overall density delaying need to expand the Urban Growth Boundary.

- **Create a “green” template for other communities to follow**
  - Create a prioritized list of multi-modal, green projects that share the community’s values and support as well as assist in improving environmental quality by reducing number of auto trips, auto trip length, and emissions;
  - Expand multi-modal infrastructure design to include features that ensure increased use for non-motorized users such as bicycle boulevards, separated bike lanes, four-lane bike trails, and bike and pedestrian lighting to provide for all season use;
  - Establish targets for increasing biking and walking trips (e.g. 10, 20 and 30 year increments);
  - Develop new mixed land-use activity centers, with a multi-modal focus following the “Designing Great Arterial Streets” concept to set the standard for future development and infrastructure within the City;
  - Review our transportation circulation systems and addresses the problem of heavy flow of traffic through downtown
  - Improve carbon impacts by adjusting transportation-related land use patterns
  - Develop transit corridors using land use and transportation measures to support the public transportation system;
  - Update and adopt into code street design standards to provide more options for enhanced pedestrian and bicycle facilities such as off-street pedestrian/bike trails and more “green street” options for stormwater and landscaping treatments;
  - Investigate the launching of a customized [Smart Trips](#) traveler information program to encourage alternative mode travel and commuting through employers and individuals in City.
- **Make safety a priority**
  - Prepare “Safe Routes to School” plans for the local schools and Southern Oregon University;
  - Develop a comprehensive access management plan for the City that can be adopted into code and enforced;
  - Strategically plan for further safety and operational improvements such as bicyclist and pedestrian lighting, bicycle boulevards and separated bike lanes to the existing network of pedestrian and bicycle facilities;
  - Determine the appropriate means for managing the state highways and major arterials (e.g., Ashland St. (Highway 66) and Siskiyou Blvd. (Highway 99)) to meet both local and through traffic needs as well as improving safety and mobility using minimal infrastructure;
- **Satisfy the TPR requirements of a TSP update**
  - Seek input and collaborate with City’s transportation system users (e.g. public process regarding pedestrian Node evaluation, public Transportation Commission meetings, joint Planning Commission meetings, a Project website for public use);
  - Ensure compliance with the TPR, OTP, and OHP;
  - Coordinate with RVMPO, Jackson County and the City of Medford to ensure regional connectivity and avoid redundant planning;
  - Ultimately support TPR requirement of “allowed land uses are consistent with the identified function, capacity, and performance standards of the facility.”

### **Expectations about Written and Graphic Deliverables**

Updated TSP 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. Final Updated TSP should achieve a Flesch-Kincaid Grade Level of 10 or less. 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 City and Work Order Contract Project Manager (WOCPM) in electronic formats. Electronic versions must be in Microsoft Word format, or an editable format agreed upon by City and WOCPM.

Draft Deliverables: City shall submit one set of consolidated, non-conflicting comments on draft deliverables to Consultant. WOCPM shall submit one set of comments to Consultant.

Consultant shall provide maps and graphic deliverables in JPEG or an editable electronic format (Auto Cad for engineered graphics and Geographic Information System (GIS) format for maps) to City and WOCPM. Electronic versions must be either in JPEG or Adobe Acrobat format, or a format agreed upon by City and WOCPM. 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.

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.”

At the conclusion of the project, Consultant shall provide copies of the final document, ordinances, findings, and other related materials to City and WOCPM, in **both** hard copy and electronic formats. Electronic format must be Microsoft Word or an editable format agreed upon by City and WOCPM.

### **Expectations About Public Involvement**

The Public Involvement (PI) 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 PI is through City's Transportation Commission (TC). City shall ensure that TC meetings include outreach to and opportunity for representatives of the following interests to be heard: freight, business, residents-at-large, property development, and environmental justice.

Specific information regarding the deliverable and responsibility of PI tasks is listed under the appropriate task.

Consultant shall prepare and maintain a project website, linked to the City of Ashland website, containing all information relevant to development of the Updated TSP and this Project.

#### **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 2000 procedures. Traffic analysis must comply with Oregon Department of Transportation's (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.

In addition, Consultant shall have a professional transportation planner on the project team.

The planning horizon year for future scenarios is **2034** to provide consistency with other local and regional planning efforts.

### **Expectations About Meetings**

#### **Technical Advisory Committee (TAC)**

TAC provides the primary technical review and guidance of Consultant's efforts.

Consultant shall prepare agendas and meeting materials at least 10 business days prior to each TAC meeting, and prepare and distribute meeting summaries within one week after each TAC meeting. Consultant shall facilitate TAC meetings.

City shall distribute notices, agendas, and relevant materials at least one week prior to each TAC meeting, and distribute meeting summaries within ten days after each TAC meeting.

It is anticipated that TAC meetings may last up to three hours.

#### **Transportation Commission**

TC is an existing City commission. TC meetings are the primary PI mechanism.

Consultant shall present materials and answer questions at TC meetings.

City shall arrange meetings of the TC.

It is expected that the same agenda and meeting materials used in the TAC meetings will be used in the TC meetings and that all TC meetings will occur on the same day as TAC meetings.

City shall distribute notices, agendas, and relevant materials in accordance with City standards regarding TC meetings. City shall facilitate TC meetings. City shall ensure outreach to and opportunity to be heard by the following interests: freight, business, residents-at-large, property development, and environmental justice.

It is anticipated that TC meetings may last up to three hours.

#### **Joint Planning Commission (PC) and TC Study Sessions**

City shall arrange regular Planning/Transportation Commission Study Session meetings (see Schedule) of the TC, to ensure compliance with Statewide Planning Goal 1 (Citizen Involvement).

Consultant shall present materials and answer questions at joint PC/TC Study Sessions.

It is expected that the same agenda and meeting materials used in the TAC meetings will be used in the joint PC/TC meetings.

City shall distribute notices, agendas, and relevant materials in accordance with City standards regarding PC meetings. City shall facilitate joint PC/TC meetings.

It is anticipated that joint PC/TC meetings will last up to three hours.

### **Expectations About Match Milestones Tasks**

Tasks 7 through 9 and 10 through 11 are match milestone tasks.

Consultant shall not proceed with match milestone tasks until WOCPM provides a Notice to Proceed, contingent on City providing ODOT with matching funds to cover the match milestone tasks.

If City is unable to provide match funds in their entirety, WOCPM shall determine whether it is appropriate to proceed with or terminate the project. WOCPM shall advise City and Consultant in writing of his/her decision regarding continuation of Services under this WOC, as currently set forth or as amended by mutual agreement, or termination.

If terminated, Consultant's obligations are set out according to Part II Section 11 in Price Agreement #27624.

### **PROJECT WORKSCOPE**

The final TSP must comply with the OHP and applicable modal plans, Highway Design Manual, Oregon Administrative Rule (OAR) chapter 734 division 051, the TPR and all other applicable laws, rules, and regulations.

#### **Task 1: Establish Committees and Start Project**

Objective: To provide the foundational project management tools necessary for successful execution of the TSP update.

#### **Subtasks**

##### **1.1 TAC Roster**

City shall appoint TAC, to provide technical review of work; provide local, regional, and state policy direction; and make recommendations on project deliverables. TAC should include staff from City, County, RVMPO, ODOT, School District, Southern Oregon University, Public Safety, City Planning Department and a business representative involved in some aspect of freight delivery.

City shall develop a TAC Roster and confirm membership within two weeks of Notice to Proceed (NTP).

##### **1.2 Kick-off Meeting**

City, WOCPM, and Consultant shall attend a "Kick-Off Meeting" in Ashland. City shall schedule Kick-Off Meeting to be held within two weeks of NTP. Consultant shall facilitate Kick-Off Meeting, provide agenda at least two business days prior to Kick-Off Meeting, and provide a meeting summary no later than one week following Kick-Off Meeting. Up to two key Consultant staff will attend in person. Additional Consultant staff will attend via video conference.

### **1.3 Bi-Weekly Teleconferences (up to 52 teleconferences)**

City, WOCPM, and Consultant shall attend a one hour teleconference every other week. The day of week and time will be determined at the Kick-Off Meeting. Consultant shall arrange a standard call-in number. Consultant shall develop an agenda for each teleconference, and shall disseminate the agenda to City and WOCPM no later than the evening prior to the teleconference. Consultant shall develop a teleconference summary, and distribute to City and WOCPM no later than two days following each teleconference.

It is estimated that this project will take approximately 2 years to complete, and that there will be up to 52 teleconferences.

### **1.4 Project Website**

Consultant shall prepare and maintain a Project website during the entire Project. Consultant shall coordinate with City to link the Project website with City website. Consultant shall be responsible for all aspects of website, including: development, registration, hosting, content, and controls, as required by City and Agency. Consultant shall turn over to City all underlying project data at end of project, providing City with the same rights to intellectual property as it would have given to Agency.

Website must include, at a minimum: Draft and Revised Tech Memos under this WOC; all GIS products and graphics developed for this Project; and meeting information (times, locations, agendas, summaries, and materials).

Website must include an interactive public input website to allow comments on opportunities and constraints for all travel modes.

### **1.5 Project Schedule**

Consultant shall prepare Project Schedule using MS Project compatible software, and deliver to City and WOCPM within two weeks after Kick-Off Meeting. Where reasonable, Consultant shall schedule and perform tasks concurrently, to minimize time. Consultant shall update Project Schedule as needed, at WOCPMs request, and distribute updated schedule to City and WOCPM.

#### **City Deliverables**

- 1.a TAC Roster
- 1.b Kick-Off Meeting

#### **Consultant Deliverables**

- 1A Kick-Off Meeting
- 1B Bi-Weekly Teleconferences (up to 52)
- 1C Project Website
- 1D Project Schedule

**Task 2: Develop Policy Basis for Updated TSP**

Objective: Assess existing plans, policies, standards, rules, regulations, and other applicable documents as they pertain to development of Updated TSP.

**Subtasks**

**2.1 Draft Tech Memo 1 (Review of Policies, Plans, Rules, and Regulations)**

Consultant shall prepare Draft Tech Memo 1, to provide the baseline of existing plans, policies, standards, rules, regulations, and other applicable documents as they pertain to development of City's TSP. Tech Memo 1 is intended to guide later decisions regarding selection of preferred alternatives and necessary amendments to pertinent document and regulations. Consultant shall identify which City documents may be consolidated into the Updated TSP. Draft Tech Memo 1 must review and summarize the applicability to Updated TSP of the following:

- OAR chapter 660 division 012
- OAR chapter 734 division 051
- OHP
- Oregon Public Transportation Plan
- Oregon Rail Plan
- Oregon Bicycle/Pedestrian Plan
- Statewide Planning Goals
- Interchange Area Management Plan for Interchange 14
- Statewide Transportation Improvement Program
- International Scan Summary Report on Pedestrian and Bicyclist Safety and Mobility
- City of Portland B2 Power
- City of Portland Bicycle Boulevards 2009
- RVMPO Regional Transportation Plan
- RVMPO Regional Transportation Improvement Program
- RVMPO Freight Study
- RVMPO OR 99 North-South Travel Demand Study
- Greater Bear Creek Valley Regional Plan
- Bear Creek Greenway Management Plan
- RVTD Ten-Year Long Range Plan
- Jackson County Comprehensive Plan
- Jackson County TSP
- City Comprehensive Plan
- 1998 TSP
- City Partial TSP update
- City's Land Use Code
- City's Handbook for Planning and Designing Streets
- City's Site Design & Use Standards
- City's Ashland in Action Report
- City's Buildable Lands Inventory
- City's Croman Mill Site Redevelopment Plan
- City's Downtown Plans
- City's Economic Opportunities Analysis Report

- City's Historic Preservation Plan
- City's Railroad Property Master Plan
- City's Southern Oregon University Master Plan Update
- City's Recommended Street Tree Guide
- City's Solar Setback Guide
- Airport Master Plan
- City of Ashland Transportation & Growth Management Outreach Workshop Final Report (October 19<sup>th</sup>, 2007)
- City's Economic Opportunities Analysis
- City's TGM Grant Application from 2008
- Relevant environmental studies
- Other state, region, County, and City plans, studies, and ordinances as applicable

Consultant shall submit Draft Tech Memo 1 to City and WOCPM. City shall submit one set of consolidated, non-conflicting comments to Consultant. WOCPM will submit one set of comments to Consultant

## **2.2 Draft Tech Memo 2 (Goals, Objectives, Evaluation Criteria)**

Consultant shall prepare Draft Tech Memo 2 to establish the goals, objectives, and evaluation criteria for later use in setting policy and selecting preferred alternatives. Goals, objectives, and evaluation criteria serve as the basis for the needs analysis, policy and ordinance development, and project selection. Draft Tech Memo 2 must include the following:

- Evaluation of the current Comprehensive Plan Transportation Element's goal and objectives;
- Transportation goals of City in creating an integrated land use and transportation plan and a nationally-leading green transportation system;
- Maximizing multi-modal mobility, safety, efficiency, and accessibility to the transportation system;
- Promoting, to the greatest extent practicable, sustainability and green transportation solutions;
- Targets for increasing walking, bicycling, and transit trips (10, 20, and 30 year intervals);
- Evaluation matrix to be used in later project selection; and
- Requirements identified in Tech Memo 1.

Consultant shall submit Draft Tech Memo 2 to City and WOCPM. City shall submit one set of consolidated, non-conflicting comments to Consultant. WOCPM will submit one set of comments to Consultant

## **2.3 Travel Survey**

Consultant shall conduct a "Travel Survey" to identify household and business trip characteristics to be used in establishing mid- and long-term targets for increasing non-automotive trips (i.e. walking, bicycling, and transit). Consultant shall submit a draft Travel Survey to City and WOCPM prior to mailing or posting on-line. City shall submit one set of comments to Consultant within one week of receipt of Travel Survey. WOCPM will submit one set of comments to Consultant.

Using existing regular City mailings such as utility bills, the City shall notify all households and businesses in Ashland that a travel survey is available on-line and in hard copy at city hall. The Travel Survey must:

- i. ask household responders to identify trips by frequency, type (e.g. recreation, employment, school) and mode. Survey must also identify preferred future methods of local and regional travel (e.g. passenger rail, transit, streetcar).
- ii. ask business responders to identify employee trips by frequency and mode, and barriers to employee travel by non-automotive means

Consultant shall compile responses received on-line and in hard copy within three weeks and prepare and submit summary to City and WOCPM.

If hard copy Travel Surveys are mailed to desired responders, the City shall prepare copies and send out the mailings (see contingency task for Consultant to tabulate hard copy Travel Surveys).

#### **2.4 TAC Meeting #1**

Consultant shall facilitate TAC Meeting #1 to discuss project purpose and tasks/responsibilities, and to review and receive feedback on Draft Tech Memos 1 and 2.

#### **2.5 TC Meeting #1**

City shall facilitate and Consultant shall attend TC Meeting #1 to discuss project purpose and tasks/responsibilities, and to review and receive feedback on Draft Tech Memos 1 and 2.

#### **2.6 Revised Tech Memos 1 and 2**

Consultant shall revise Draft Tech Memos 1 and 2, incorporating comments from City, WOCPM, TAC, and TC and submit Revised Tech Memos 1 and 2 to City and WOCPM.

#### **City Deliverables**

- 2.a All Regional, County, and City documents identified in subtask 2.1
- 2.b Insert travel survey announcement and web link in other City mailing that will reach all desired responders (prepare copies, mailing, postage, addresses and labels for Travel Survey if hard copies are desired to be sent to desired responders)
- 2.c TAC Meeting #1
- 2.d TC Meeting #1
- 2.e Written comments on draft Consultant deliverables

#### **Consultant Deliverables**

- 2A Draft Tech Memo 1
- 2B Draft Tech Memo 2
- 2C Travel Survey
- 2D TAC Meeting #1
- 2E TC Meeting #1
- 2F Revised Tech Memo 1
- 2G Revised Tech Memo 2

### **Task 3: Develop Transportation System Inventory**

Objective: Baseline the current City transportation system.

#### **Subtasks**

##### **3.1 Draft Tech Memo 3 (System Inventory)**

Consultant shall prepare Draft Tech Memo 3, to baseline the existing transportation system within Project Area. This information may be obtained from the 1998 TSP, Comprehensive Plan and other sources. Coordination between Consultant, City, and WOCPM is vital to ensure a comprehensive inventory. Data to be displayed must consist only of the most recently-available data provided by the City, County, Rogue Valley Council of Governments, or ODOT. GIS data must be provided to Consultant in a ready-to-use format. No new GIS data will be developed by Consultant in this task.

Inventories must be in tabular and GIS format, with a simple and concise accompanying narrative. Draft Tech Memo 3 must include the following elements as available:

##### **A. Lands and Population Inventory**

The purpose of this inventory is to identify existing, planned, and potential land uses, and environmental constraints to development.

Consultant shall assemble an inventory of available lands, including:

1. developed, un-developed, under-developed, and un-developable lands
2. zoning, both current and planned
3. natural resources and environmental barriers
4. activity centers that are likely destinations for bicyclists and pedestrians, such as schools, parks, commercial centers, and neighborhood centers
5. location of minority and transportation-disadvantaged populations
6. population growth patterns

##### **B. Street Inventory**

Consultant shall assemble an inventory of the road system, as available, which includes:

1. facility classifications and function for state and local roads
2. jurisdictional responsibility for state and local roads
3. state highway log data
4. geometry for study area intersections
5. number and width of lanes
6. signal locations
7. facility capacity
8. speed limits
9. pavement types and conditions
10. number and locations of accesses on state facilities, and City arterials and collectors
11. street locations on the local system

12. on-street parking locations
13. park and ride locations
14. bridges
15. right of way widths
16. Intelligent Transportation System facilities
17. culverts
18. intermodal connections and facilities
19. national, state, regional, and local freight and motor carrier routes
20. national highway system facilities
21. Americans with Disabilities Act accessible public sidewalk impediments (i.e. driveway aprons, public sidewalks)

### **C. Collision History**

Consultant shall assemble an inventory and identify patterns in the history of collisions on the transportation system among all users (e.g. vehicles, pedestrians, bicyclists) for the past 10 years, including:

1. location
2. type
3. severity (property damage, injury, or fatality)

### **D. Public Transportation Inventory**

Consultant shall assemble an inventory of the public transportation options, as available, including:

1. The routes and circulation
2. Location of bus stops, shelters and stations
3. Ridership levels by route and stops
4. Connectivity with other transit facilities
5. Rolling stock characteristics
6. Charter bus activity, cost recovery and need
7. Paratransit demand, cost recovery, accessibility, and community need
8. Evaluations of transit options from the 2008 City Partial TSP Update

### **E. Rail Inventory**

Consultant shall assemble an inventory of the rail system, as available, including:

1. type of service (passenger or freight)
2. owner/operator of rail line
3. location of rail lines and terminals
4. proximity to the highway
5. classification of the lines
6. number of trains/schedule
7. industries served and commodities handled
8. passengers served
9. track conditions
10. train speeds
11. crossings and associated problems

12. road impact if service is discontinued
13. potential for rail banking, trail use, or public use

**F. Bicycle/Pedestrian Inventory**

Consultant shall assemble an inventory of the bicycle and pedestrian system, as available, including:

1. bicycle facility types, locations, geometry, conditions, and use
2. pedestrian facility types, locations, geometry, and use
3. crosswalk locations, conditions, and use
4. wheelchair ramp locations, conditions (include Americans with Disabilities Act compliance), and use
5. consistency of facilities with state/regional standards
6. commute/recreational use of bicycle facilities
7. commute/recreational use of pedestrian facilities
8. location/trip characteristics of major bicycle/pedestrian generators

**G. Air Transportation Inventory**

Consultant shall assemble inventory of the air system, as available, including:

1. airport location and use
2. airport imagery surfaces
3. airport protected surface area
4. runway length/condition
5. surrounding land uses/zoning
6. types of service

**H. Pipeline Inventory**

Consultant shall assemble an inventory of the pipeline system, as available, including:

1. owner/operator
2. pipeline type
3. pipeline location
4. terminals

**I. Water Transportation Inventory**

Consultant shall assemble an inventory of the water transportation system.

Consultant shall submit Draft Tech Memo 3 to City and WOCPM. City shall submit one set of consolidated, non-conflicting comments to Consultant. WOCPM will submit one set of comments to Consultant.

**3.2 Project Mailing #1**

Consultant shall prepare Project Mailing #1 to Agency's satisfaction, a full page, double sided, in color information sheet and provide it to the City electronically and on the project website. City shall mail Project Mailing #1 to all households and businesses in City. Project Mailing #1 must identify work performed to date, work to be done, upcoming meetings, and points of contact.

### **City Deliverables**

- 3.a Project Mailing #1
- 3.b Written comments on draft Consultant deliverables

### **Consultant Deliverables**

- 3A Draft Tech Memo 3
- 3B Project Mailing #1

### **Task 4: Prepare Existing System Conditions Analysis**

Objective: To baseline transportation conditions in City for identification of opportunities, deficiencies and solutions.

### **Subtasks**

#### **4.1 Draft Tech Memo 4: Existing System Conditions**

Consultant shall prepare Draft Tech Memo 4 to describe current conditions of and identify deficiencies with the transportation system based on policies, standards, goals and objectives developed in Tech Memos 1 and 2. Draft Tech Memo 4 must either be written as a continuation of Tech Memo 3 or must reference Tech Memo 3 and must not repeat the transportation inventory. Draft Tech Memo 4 must include:

##### **A. Traffic Counts**

City and ODOT will provide Traffic Counts, pre-existing counts taken in September and October of 2009.

All intersection traffic counts in addition to vehicular traffic, include pedestrian movements (with or without marked crosswalks), bikes, and wheeled pedestrians (i.e.: wheelchairs, skateboards). All 16-hour counts use 15-minute intervals in the 6-9 AM and 2-6 PM periods. All 4-hour counts use 15-minute intervals.

For the I5 mainline, Consultant shall use volume and classification data from:

<http://www.oregon.gov/ODOT/TD/TDATA/tsm/tvt.shtml>.

16-hour classification traffic counts were taken at the following intersections (early September after Labor Day, 2009):

- OR66 & I5 Exit 14 Northbound ramps
- OR66 & I5 Exit 14 Southbound ramps
- OR66 & Main Street/Oak Knoll Drive
- OR66 & Tolman Creek Road
- OR66 & OR99
- OR99 & Tolman Creek Road
- OR99 Northbound & Main Street
- OR99 Southbound & Main Street
- OR99 & Valley View Road

4-hour 2 – 6 PM Peak Hour traffic counts were taken at the following intersections (early September after Labor Day, 2009):

- OR66 & Dead Indian Memorial Road
- OR66 & Washington Street
- OR99 & Mistletoe Road
- OR99 Northbound & Oak Street
- OR99 Southbound & Oak Street
- OR99 & Hersey Street/Wimer Street
- OR99 & Maple Street
- OR99 & Helman Street
- Tolman Creek Road & Mistletoe Road
- Granite Street & Winburn Way/Nutley Street
- Hersey Street & Oak Street
- Nevada Street & Oak Street

16-hour classification traffic counts were taken at the following intersections (early October, 2009):

- Mountain Avenue & Main Street
- Main Street & Walker Avenue

4-hour 2 – 6 PM Peak Hour traffic counts were taken at the following intersections (in early October, 2009):

- OR66 & Walker Street
- OR99 & Walker Street
- OR99 & Mountain Avenue
- Walker Street & Iowa Street
- Mountain Avenue & Ashland Street
- Mountain Avenue & Iowa Street
- Mountain Avenue & Hersey Street
- Midblock pedestrian crossing on OR99 between Palm & Garfield Streets
- Midblock pedestrian crossing on OR99 between Morse Street and Mountain Avenue

## **B. Traffic Analysis**

Consultant shall perform traffic analysis for all traffic count locations, and identify deficiencies and the year the deficiency is expected to occur. Operational analysis for all facilities, regardless of jurisdiction, must include:

- v/c ratio
- LOS
- queuing
- turning movements

All traffic volumes must use the 30<sup>th</sup> Highest Hour. All traffic count analysis must be submitted to TPAU, WOCPM, City, and RVMPO.

**C. Non-Automobile Transportation Analysis**

Consultant shall perform analysis of non-motorized transportation movements for all count locations and identify deficiencies. 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 (where data provided)

**D. Bicycle/Pedestrian Facility GIS Map**

As a separate deliverable, Consultant shall prepare Bicycle/Pedestrian Facility GIS Map of the bicycle/pedestrian network using GIS software approved by City.

Bicycle/Pedestrian Facility GIS Map must be easily portable to a web site.

**E. Collision Analysis**

Consultant shall perform collision analysis using information obtained in Tech Memos 1, 2 and 3. Analysis must include collision patterns, high-frequency collision locations, severe collision locations, evaluation of causes, and potential countermeasures.

**F. Bridge Conditions Analysis**

Consultant shall summarize analysis of bridge conditions using the ODOT Bridge Management System.

**G. Air, Rail, Pipeline, Water Analysis**

Consultant shall identify whether facilities and services are inconsistent with relevant state, regional, or local plans.

**H. Access Management Analysis**

Consultant shall identify existing access management standards for state facilities and City arterials and collectors, and identify general corridor areas with substantial violations of jurisdictional access management standards.

**I. Inter-modal Connections Analysis**

Consultant shall identify existing inter-modal connections. Consultant shall identify deficiencies in the existing intermodal connections, based on research conducted in Tech Memos 1, 2 and 3.

**J. Intra-Modal Connections**

Consultant shall identify existing intra-modal connections within the MPO boundaries.

## **K. Funding Analysis**

City shall provide to Consultant data regarding existing and historic funding and sources. Consultant shall summarize existing and historic funding and sources consistent with Step 15 of *Transportation System Planning Guidelines 2008*.

Consultant shall submit Draft Tech Memo 4 to City and WOCPM. City shall submit one set of consolidated, non-conflicting comments to Consultant. WOCPM will submit one set of comments to Consultant

### **4.2 TAC Meeting #2**

Consultant shall facilitate TAC Meeting #2 to review and receive feedback on Draft Tech Memos 3 and 4.

### **4.3 TC Meeting #2**

City shall facilitate and Consultant shall attend TC Meeting #2 which is to review and receive feedback on Draft Tech Memos 3 and 4.

### **4.4 Revised Tech Memo 3**

Consultant shall revise Draft Tech Memo 3, incorporating comments from City, WOCPM, TAC, and TC after Task 4 meetings, and submit Revised Tech Memo 3 to City and WOCPM.

### **4.5 Revised Tech Memo 4**

Consultant shall revise Draft Tech Memo 4, incorporating comments from City, WOCPM, TAC, and TC, and submit Revised Tech Memo 4 to City and WOCPM.

## **City Deliverables**

- 4.a Traffic Counts and Non-auto Counts
- 4.b TAC Meeting #2
- 4.c TC Meeting #2
- 4.d Written comments on draft Consultant deliverables

## **Consultant Deliverables**

- 4A Draft Tech Memo 4
- 4B Bicycle/Pedestrian Facility GIS Map
- 4C TAC Meeting #2
- 4D TC Meeting #2
- 4E Revised Tech Memo 3
- 4F Revised Tech Memo 4

## **Agency Deliverables**

- o Traffic Counts

## **Task 5: Prepare Future Systems Conditions Analysis**

Objective: Baseline year 2034 system conditions to identify deficiencies and needs and develop project lists.

## **Subtasks**

### **5.1 Draft Tech Memo 5: Future Systems Conditions**

Consultant shall prepare Draft Tech Memo 5, an assessment of land use and transportation future conditions in the Project Area under a “no-build” scenario.

In preparing “no-build” scenario, Consultant shall rely only on planned transportation improvements that have an identified and committed funding source (e.g. are in the Statewide Transportation Improvement Program).

Draft Tech Memo 5 must include the following elements:

#### **A. Land Use Assumptions**

Consultant shall develop land use assumptions, with direction from City, based on projected employment and population changes.

Consultant shall prepare updated transportation analysis zone information and submit to TPAU for approval and modification of the RVMPO traffic model.

#### **B. No-Build Scenario**

Consultant shall analyze future conditions under a no-build scenario for both automobile and non-automobile transportation. The no-build scenario must follow the same format and contain the same information as in Tech Memo 4. The future no-build traffic volumes will be generated by the travel demand model and supplied to the Consultant by TPAU. Consultant shall post-process the data.

#### **C. Future Deficiencies**

Consultant shall identify future transportation system deficiencies. Deficiencies include both the failure to meet measurable standards identified in Tech Memo 1, and the failure to satisfy the goals, objectives, and evaluation criteria identified in Tech Memo 2.

For each deficiency, Consultant shall clearly describe the deficiency and the year in which it occurs.

#### **D. Future Transportation Funding**

Consultant shall prepare a future transportation funding forecast based on the current and historic transportation funding information in Tech Memo 4 and consistent with Step 15 of *Transportation System Planning Guidelines 2008*. Transportation funding details must include a recommended update to the City’s System Development Charges so that the impacts of new development on recommended transportation projects are covered in the cost basis.

Consultant shall submit Draft Tech Memo 5 to City and WOCPM. City shall submit one set of consolidated, non-conflicting comments to Consultant. WOCPM will submit one set of comments to Consultant

## **5.2 Project Mailing #2**

Consultant shall prepare Project Mailing #2 to Agency's satisfaction, a full page, double sided, color information sheet and provide it to the City electronically and on the project website. City shall mail Project Mailing #2 to all households and businesses in City. Project Mailing #2 must identify work performed to date, work to be done, upcoming meetings, and points of contact.

## **5.3 TAC Meeting #3**

Consultant shall facilitate TAC Meeting #3 to review and receive feedback on Draft Tech Memo 5.

## **5.4 TC Meeting #3**

City shall facilitate and Consultant shall attend TC Meeting #3 which is to review and receive feedback on Draft Tech Memo 5.

## **5.5 Revised Tech Memo 5**

Consultant shall revise Draft Tech Memo 5, incorporating comments from City, WOCPM, TAC, and TC, and submit Revised Tech Memo 5 to City and WOCPM.

## **Schedule**

Within 10 months from Notice to Proceed

## **City Deliverables**

- 5.a Project Mailing #2
- 5.b TAC Meeting #3
- 5.c TC Meeting #3
- 5.d Written comments on draft Consultant deliverables

## **Consultant Deliverables**

- 5A Draft Tech Memo 5
- 5B Project Mailing #2
- 5C TAC Meeting #3
- 5D TC Meeting #3
- 5E Revised Tech Memo 5

## **Task 6: Develop Pedestrian Node Concepts and Supporting Documentation**

Objective: Develop pedestrian node concepts and code outlines for implementation by City.

## **Subtasks**

### **6.1 Draft Tech Memo 6: Preferred Node Concepts and Draft Code Outline**

Consultant shall prepare Draft Tech Memo 6, conceptual plans and development/redevelopment scenarios addressing land uses (e.g. form, type and density), transportation system and street improvements for three nodes, exact locations as identified by City and WOCPM, that meet the following objectives:

1. Improve pedestrian facilities such as street crossing, wider sidewalks, street trees and other pedestrian amenities that could improve the pedestrian experience and enhance activity in each node.
2. Integrate green street and infrastructure standards for streets and storm water for each node.
3. Investigate measures to integrate affordable housing in each node.
4. Recommend possible zoning overlays, target densities, and design guidelines to achieve transit-oriented development at the three activity nodes.
5. Create and connect great places along City's boulevard system, to set the tone and pattern for redevelopment of the auto-oriented arterial street sections into multi-modal boulevards.
6. Create a conceptual plan for each of the three pedestrian nodes (mixed-use activity centers). Each conceptual plan must include a conceptual perspective of each node, streetscape cross-sections for each node, street improvement design treatments, transportation improvement conceptual plans and an outline of land use and transportation regulations to support desired development.
7. Pedestrian Node Analysis  
Project future land use (pedestrian oriented development) and density, pedestrian traffic demands, pedestrian connections and streetscape, fitting with the “Great Arterial Streets” concept (multi-modal and green design) for each node. TAC will review the results of the alternative analysis for the overall TSP and pedestrian node component, select a preferred alternative and provide input on project priorities. The TAC recommendations will be further reviewed in Task 7.

In preparing Draft Tech Memo 6, Consultant shall complete the following actions:

**1. Information Assembly and Review**

Consultant shall assemble the data and prepare a base map of the nodes including the surrounding properties within a minimum of 200 feet of the intersection. The notes base map must include streets including existing pedestrian, bicycle and transit routes, property boundaries, buildings, natural features and zoning.

**2. Reconnaissance Site Visits**

As a separate deliverable, Consultant shall make Reconnaissance Site Visits to three sites to gain familiarity and to take photographs of the nodes, adjacent intersections and other relevant areas.

**3. Public Meeting Set #1**

As separate deliverables Consultant shall facilitate “Key Participant Meetings #1” and Public Workshop #1, which will occur on the same day.

Key Participant Meetings #1: Consultant shall conduct a set of up to four meetings with key participants identified by City. Potential key participants will likely include owners and occupants of properties within the nodes, and City staff.

Public Workshop #1: Consultant shall facilitate Public Workshop #1 to identify opportunities, constraints and issues for each Node. Consultant shall prepare the format for feedback at Public Workshop #1, including a base map that participants can annotate with relevant information. Consultant shall collect feedback at Public Workshop #1.

**4. Opportunities, Constraints and Issues Report**

Consultant shall prepare a map and report of the key opportunities, constraints and issues (the “Opportunities, Constraints and Issues Report”) based on site visits, key participant meetings, public workshop and feedback after the workshop.

**5. Conceptual Plans**

Consultant shall prepare one Conceptual Plan for each of the three nodes (three total). The Conceptual Plans must address the opportunities and constraints included in the base map from the “Information Assembly and Review” and identified in the Opportunities, Constraints and Issues Report. Each Conceptual Plan must include a development program recommending future development form and future land use mix, type and densities to address the objectives of the Pedestrian Node Evaluation portion of the project. The Conceptual Plan for each Node must include at least one axonometric or streetscape perspective drawing, at least one elevation drawing of one key developed/redevelopable site, a Conceptual Plan for street connections, design treatments and improvements, land use, and an outline of transportation regulations to support desired development.

**6. Public Meeting Set #2**

As separate deliverables, Consultant shall facilitate “Key Participant Meeting #2” and Public Workshop #2, which will occur on the same day.

Key Participants Meetings #2: Consultant shall conduct a set of up to four meetings with Key Participants identified by City to review the concepts.

Public Workshop #2: Consultant shall conduct Public Workshop #2 to allow participants to review the Conceptual Plans, suggest revisions and other ideas. Consultant shall provide opportunities for feedback on the overall concepts and individual elements of each.

**7. Refined Concepts**

Consultant shall make limited refinements to the three Conceptual Plans based on feedback before and at Public Workshop #2. Consultant shall present refined concepts and facilitate discussion among the public.

**8. Draft Code Outline**

Consultant shall prepare Draft Code Outline, land use and transportation regulations to support desired development revised to include input from Public Meeting Set #2 input.

Consultant shall submit Draft Tech Memo 6 to City and WOCPM, including the refined Conceptual Plans and accompanying Draft Code Outline. City shall submit one set of consolidated, non-conflicting comments to Consultant. WOCPM will submit one set of comments to Consultant

**6.2 TAC Meeting #4**

Consultant shall facilitate TAC Meeting #4 to review and receive feedback on Draft Tech Memo 6 and Draft Code Outline.

**6.3 PC Meeting #1**

City shall facilitate and Consultant shall attend PC Meeting #1 which is to review and receive feedback on Draft Tech Memo 6 and Draft Code Outline. PC Meeting #1 will occur on the same day as TAC Meeting #4.

**6.4 Revised Tech Memo 6 and Revised Code Outline**

Consultant shall revise Draft Tech Memo 6 and Draft Code Outline, incorporating comments from City, WOCPM, TAC, and PC, and submit Revised Tech Memo 6 and Revised Code Outline to City and WOCPM.

**Schedule**

Within 12 months of NTP.

**City Deliverables**

- 6.a TAC Meeting #4
- 6.b PC Meeting #1
- 6.c Written comments on draft Consultant deliverables

**Consultant Deliverables**

- 6A Draft Tech Memo 6
- 6B Three Reconnaissance Site Visits
- 6C Key Participants Meetings #1
- 6D Public Workshop #1
- 6E Key Participants Meetings #2
- 6F Public Workshop #2
- 6G TAC Meeting #4
- 6H PC Meeting #1
- 6I Revised Tech Memo 6 and Revised Code Outline

**Match Milestone**

Consultant shall not proceed with tasks 7 through 9 unless and until WOCPM provides written Notice to Proceed.

**Task 7: Development and Analysis of Alternatives**

Objectives: 1) to develop potential solutions to the deficiencies and needs identified previously; and 2) to develop a robust information base upon which City may make future transportation decisions on a variety of subjects.

**Subtasks**

**7.1 Draft Tech Memo 7: Alternatives Analysis and Funding Program**

Consultant shall prepare Draft Tech Memo 7, identifying up to three alternative solutions, as directed by City and WOCPM, for each identified deficiency or need. Alternatives must meet the standards, goals and objectives identified in previous Tech Memos.

Consultant shall provide an evaluation matrix for the alternative solutions, utilizing the evaluation criteria identified in Tech Memo 2. For road improvements, the evaluation matrix must include v/c, LOS, critical turning and queuing estimates.

Cost estimates must be planning-level cost estimates, based on year 2010 dollars, and referenced to the Construction Cost Index (CCI).

Draft Tech Memo 7, must include the following elements:

**A. Identification of Auto-Related Alternatives**

Consultant shall prepare proposed solutions for automotive traffic issues identified in Tech Memo 5.

Consultant shall make a list of recommended changes to street classifications, with supporting rationale.

**B. Pedestrian Node Analysis**

Consultant shall summarize the Conceptual Plans identified in Task 6.

**C. Access Management and Spacing**

Consultant shall recommend access management standards, identify areas that are critical for improving access management and prepare a plan and recommended code for improving access management and moving in the direction of the recommended standards for state facilities, City arterials and collectors within the Project Area.

**D. Downtown Access Plan**

Consultant shall review existing parking and planned future parking utilizing City's previous downtown parking plans and right of way options. The Downtown Access Plan must identify ways to increase overall access to downtown for all modes of travel without increasing parking. The Downtown Access Plan must include "A" Street parking needs.

Consultant shall evaluate new and different arterial routes to redesign the main circulation system for City, including: moving traffic away from downtown; allowing

slower-moving local traffic that interacts better with pedestrians and bikes; and that allows broader sidewalks.

#### **E. Passenger Rail System**

Consultant shall evaluate the feasibility of and planning-level cost estimates of a regional commuter rail system. The evaluation must include potential intercity corridors that connect Ashland to Medford. Consultant shall identify a list of possible routes, terminal points, and multi-modal transfer points for a passenger rail system. Desired outcomes include planning level cost estimates, understanding of long-term right-of-way preservation needs, and keys for success.

#### **F. Street Car System**

Consultant shall evaluate the feasibility and planning-level cost estimates of a common carrier rail transit system (street car) providing local service. The proposed service must pick up and discharge passengers at key locations such as downtown and campus that can augment the current RVTD transit system. The evaluation must provide clear alternatives to either expanding the transit system or adding a street car/trolley system.

The evaluation must include research as to which mode transit or street car is most likely to be used in Ashland. The evaluation must also provide proposed connections to a commuter rail system.

#### **G. High Density Housing**

The intent of an integrated land use and transportation plan is to ensure that long range transportation recommendations provide transportation alternative based on densities. Consultant shall evaluate multi-modal transportation recommendations based on existing and potential high density housing patterns and provide recommendations as to where high density housing should be located to reduce the need for cars and identify any items in the development code that currently attract or detract from high-density housing.

#### **H. Transit**

Transit is integral to the Community's long-term vision. RVTD currently runs two bus routes, subsidized by City, which serve both guests and employees.

Utilizing data and analysis from previous work, including the RVTD long-term master plan, Consultant shall analyze the existing transit system, recommend improvements to the existing system, project future ridership and recommend future improvements to the system both locally and regionally. Consultant shall consider new routes and areas requiring transit service based on population and density projections examined in previous Tech Memos.

Future conditions of the transit portion of the plan must include the following:

1. Average and peak ridership projections
2. An evaluation of connectivity with regional bus system, potential light rail and I-5 transit alternatives

3. Recommendations for route and circulation changes
4. Recommended levels of service (i.e., time interval between buses by route)
5. Recommendations for rolling stock changes (e.g., bus capacity, seating arrangement, functionality, appearance)
6. Design standards for bus stops and shelters
7. Means to identify the triggers which indicate when changes to service are needed.
8. A discussion of future transit technology such as security systems, next bus arriving displays, fare box systems, smart cards, and other related items
9. The analysis and evaluation must also quantify future characteristics of transit operations including:
  - i. Planning level cost estimates to run the system and the general fund subsidy
  - ii. Planning level cost estimates to run the service on a cost per service hour and cost per passenger metric
  - iii. A projection of the 10-year cost to run and associated general fund subsidy based on demand projections and specified fuel cost.
  - iv. An analysis of potential funding options to help establish a dedicated revenue stream.

#### **I. Rapid Transit**

Consultant shall evaluate regional and rapid transit opportunities. Consultant shall identify a list of possible routes, signal prioritization, terminal points, and multi-modal transfer points in City for a regional rapid transit system. The evaluation must include potential easements and right-of-way acquisitions as well as an evaluation of a transit overlay district. Desired outcomes include general feasibility, planning level cost estimates, understanding of long-term right-of-way preservation needs, and keys for success.

#### **J. Bike Routes Connectivity/Boulevards**

Consultant shall recommend connectivity improvements to City's existing bike routes and recommend future bike route extensions into and beyond the Project Area. Consultant shall recommend bike boulevards that utilize existing residential streets, provide specialized signal controls, auto circles and speed bumps. Consultant shall evaluate potential locations for protected bikeways. This portion of the TSP must use the City of Portland B2 Power as a model.

#### **K. Multi-Use Trails**

Consultant shall incorporate the existing multi-use trails system and park trail system plans into the TSP and provide recommendations to improve connectivity to the existing Multi-Use Trails system and identify new multi-use trail system locations within the Project Area.

#### **L. Green Street Standard Specifications**

Consultant shall update City's street standard specifications.

Specifications must include “Green Street” standards as established by the City. A “green street or arterial” means a paved public or private right-of-way that either completely or partially manages stormwater on site through use of low impact development facilities that provide water quality benefits and infiltrate stormwater (if an infiltration facility); creates attractive streetscapes that increase neighborhood livability by enhancing the pedestrian environment and introducing park-like elements into neighborhoods; serves as an urban greenway segment that connects neighborhoods, parks, recreation facilities, schools, main streets, and wildlife habitats; and meets broader community goals by providing pedestrian and, where appropriate, bicycle access.

#### **M. Freight**

Consultant shall evaluate freight passage through, into, and from Ashland. Consultant shall recommend freight route improvements (including rail) to the existing transportation system and future freight route improvements to accommodate future land use and transportation system changes within the Project Area. Desired outcomes include general understanding how much freight travels through Ashland, through downtown, the freight delivery needs in the downtown area, whether a freight route is needed, and what role rail can play.

#### **N. Safe Routes To Schools**

Consultant shall review the “Safe Routes to Schools” plans completed by the City and incorporate them into the TSP pedestrian and bicycle plans. In addition, Consultant shall identify potential alternative connective routes, facility enhancements, and crossing treatments that would improve student safety when walking or biking to school.

#### **O. Shared Roads**

As part of the bicycle planning process, the Consultant shall evaluate existing and future streets for use as possible “Shared Roads” (the traffic engineering concept that involves the removal of the traditional separation between motor vehicles and pedestrians and other road users, and the removal of traditional road priority management devices such as curbs, lines, signs and signals) and recommend design treatments.

#### **P. Road Diet**

The Consultant shall evaluate up to five transportation corridors for potential “road diet” improvements that create more efficient ways to provide access and mobility for pedestrians, bicycle riders and transit users and reduce frequent turning movements onto commercial and residential driveways. Three of the five corridors must include North Main, East Main Downtown, and Ashland Street. Consultant shall provide proposed cross-sections and Multi-modal LOS results with and without the “road diets”.

#### **Q. Offset Intersection Realignment Plan**

There are numerous offset intersections in Ashland. Consultant shall provide recommended realignment options for up to ten locations. The options must include the needed acquisition of easements and right-of-way for said improvements.

**R. Airport**

Consultant shall evaluate potential multi-modal uses of the Ashland Municipal Airport (i.e.: freight, transport). Consultant shall evaluate regional multi-modal advantages of connecting to and using the Medford Airport. Consultant shall identify potential multi modal links to the Ashland Municipal Airport (i.e. freight, passenger service).

**S. Roundabouts**

Consultant shall evaluate Ashland intersections and make recommendations for those that may be appropriate for roundabouts, including mini-roundabouts in gridded neighborhoods.

Consultant shall identify specific safety and comfort measures for bicyclists and pedestrians negotiating roundabouts.

**T. Railroad Crossing at Fourth Street**

Consultant shall evaluate the feasibility of a railroad crossing to the 74 acre “Railroad Property”. Consultant shall identify steps and approval process necessary to secure crossing.

**U. Addition of an I-5 Exit**

Consultant shall evaluate the need for and proposed location of an additional freeway exit.

**V. Bicycle/Pedestrian Overcrossing**

Consultant shall evaluate the need for and identify potential locations of a bicycle/pedestrian overcrossing over I-5.

**W. Will Dodge Way**

Consultant shall evaluate the best use of Will Dodge Way and other alleys in the downtown area (i.e.: pedestrian/bicycle access, deliveries) and determine if alley ways could be acceptable and feasible pedestrian and bicycle access points to downtown.

**X. Special Transportation Area**

Consultant shall evaluate the advantages and disadvantages of creating a special transportation area on State Highway 99 in Ashland.

**Y. Other Alternative Modes of Transportation**

Consultant shall evaluate and make recommendations regarding modes of transportation other than vehicles, bicyclists and pedestrians (i.e.: skateboards, wheelchairs).

**Z. Funding Programs**

Consultant shall prepare a list of funding options for consideration by City. Funding options section must include a summary of historic and existing City transportation funding sources as well as the project transportation funding available to City. Funding

options must include all funding sources available to City in a matrix form, and a brief narrative explaining each option.

Consultant shall prepare a list of funding options relative to Transportation and Park System Development Charges. The Funding Program list must include future funding available at different fee levels.

Consultant shall submit Draft Tech Memo 7 to City and WOCPM. City shall submit one set of consolidated, non-conflicting comments to Consultant. WOCPM will submit one set of comments to Consultant.

### **7.2 Public Meeting Set #3: Key Participants Meeting #3/Public Workshop #3**

Key Participants Meetings #3: Consultant shall facilitate up to four meetings scheduled the day prior to or the day of Public Workshop #3, with key participants identified by City, to review the concepts developed in Tech Memo 7.

Public Workshop #3: Consultant shall conduct Public Workshop #3 (charette style) allowing participants to review the concepts, suggest revisions and draw other ideas. Consultant shall provide opportunities for feedback on the overall concepts and individual elements.

### **7.3 TAC Meeting #5**

Consultant shall facilitate TAC Meeting #5 to review and receive feedback on Draft Tech Memo 7.

### **7.4 TC Meeting #4**

City shall facilitate and Consultant shall attend TC Meeting #4 to review and receive feedback on Draft Tech Memo 7.

### **7.5 Revised Tech Memo 7**

Consultant shall revise Draft Tech Memo 7, incorporating comments from Public Meeting Set #3, City, WOCPM, TAC and TC, and submit Revised Tech Memo 7 to City and WOCPM.

### **City Deliverables**

- 7.a TAC Meeting #5
- 7.b TC Meeting #4
- 7.c Written comments on draft Consultant deliverables

### **Consultant Deliverables**

- 7A Draft Tech Memo 7
- 7B Key Participants Meetings #3
- 7C Public Workshop #3
- 7D TAC Meeting #5
- 7E TC Meeting #4
- 7F Revised Tech Memo 7

### **Task 8: Develop Sustainability Policies**

Objective: To promote sustainability and green transportation policies in support of City's vision.

#### **Subtasks**

##### **8.1 Draft Tech Memo 8: Sustainability**

Consultant shall prepare Draft Tech Memo 8 to provide a single reference for City sustainability programs relative to transportation, reduction of reliance on the automobile, reduction of the City's carbon footprint, and other relevant sustainability policies, goals, and objectives.

Draft Tech Memo 8 must include the following elements:

##### **A. Transportation Demand Management**

Consultant shall prepare a Transportation Demand Management program for the City that meets the requirements of the TPR, and furthers City's goals and objectives.

##### **B. Reduction of the Carbon Footprint**

Consultant shall prepare a set of policies for reducing the City's carbon footprint.

##### **C. Climate Change**

Consultant shall identify impacts and potential multi-modal system solutions to climate change.

##### **D. Environmental Impact – to – Transportation Benefit Matrix**

Consultant shall prepare a matrix identifying current and potential transportation options, and ratios of their environmental impacts to the transportation benefits.

##### **E. Private Sector Sustainability Solutions**

Consultant shall identify existing and potential private sector solutions to sustainability (e.g. Carsharing, Vanpool rentals, hotel shuttles), and policies City can implement to promote private sector solutions.

##### **F. Other Relevant Policies, Goals, and Objectives**

Consultant shall prepare a set of policies, goals, and objectives relevant to reduction of reliance on the automobile that are not already addressed in the Transportation Demand Management or Reduction of the Carbon Footprint sections of the Tech Memo 8.

Consultant shall submit Draft Tech Memo 8 to City and WOCPM. City shall submit one set of consolidated, non-conflicting comments to Consultant. WOCPM will submit one set of comments to Consultant

##### **8.2 Project Mailing #3**

Consultant shall prepare Project Mailing #3 to Agency's satisfaction, a full page, double sided, in color information sheet and provide it electronically to the City and the Project Website from

Task 1.4. City shall mail Project Mailing #3 to all households and businesses in Ashland. Project Mailing must identify work performed to date, work to be done, upcoming meetings, and points of contact.

**8.3 TAC Meeting #6**

Consultant shall facilitate TAC Meeting #6 to review and receive feedback on Draft Tech Memo 8.

**8.4 TC Meeting #5**

City shall facilitate and Consultant shall attend TC Meeting #5 to review and receive feedback on Draft Tech Memo 8.

**8.5 Revised Tech Memo 8**

Consultant shall revise Draft Tech Memo 8, incorporating comments from City, WOCPM, TAC and TC, and submit Revised Tech Memo 8 to City and WOCPM.

**City Deliverables**

- 8.a Project Mailing #3
- 8.b TAC Meeting #6
- 8.c TC Meeting #5
- 8.d Written comments on draft Consultant deliverables

**Consultant Deliverables**

- 8A Draft Tech Memo 8
- 8B Project Mailing #3
- 8C TAC Meeting #6
- 8D TC Meeting #5
- 8E Revised Tech Memo 8

**Task 9: Identification of Preferred and Cost-Constrained Alternatives**

Objective: To identify preferred and cost-constrained alternatives.

**Subtasks**

**9.1 Draft Tech Memo 9**

Consultant shall prepare Draft Tech Memo 9, identifying preferred and cost-constrained alternatives. Draft Tech Memo 9 must include the following elements:

**A. Identification of Alternatives**

Consultant shall identify, consistent with Step 15 of *Transportation System Planning Guidelines 2008*, a preferred alternative and a cost-constrained alternative, the Revenue Forecast, for each deficiency or need.

Identification of Alternatives must include, in addition to those elements required by the TPR, the following elements:

- A prioritized list of alternative travel mode projections (non-automobile transportation, and transit).
- Projects necessary to reduce transportation barriers to key development and redevelopment areas including the Croman Mill Site and the Railroad Property Site.
- Corridor improvement needs for OR 66 and OR 99, and the determination of additional refinement plans on these and other corridors.
- Access Management Strategies for OR 66, OR 99, and City arterials and collectors.
- Identification of “Safe Routes to Schools” improvements.
- Alternative circulation systems that would remove heavy flow of traffic away from downtown to allow a more pedestrian, bicycle, disabled friendly town and allowing more outdoor business opportunities such as sidewalk cafes.
- Planning-level cost estimates referenced to the CCI for updates.

#### **B. Identification of Preferred Pedestrian Nodes**

Consultant shall identify the revised concept plans for each of the pedestrian nodes (mixed-use activity centers) developed in Task 6.

Based on the input and illustrations from Task 6, each preferred Node must include:

- Conceptual axonometric or streetscape perspectives and elevation drawings
- Street improvement design treatments
- Transportation improvement conceptual plans in plan and perspective view
- Outline of land use and transportation regulations to support desired development.

Consultant shall submit Draft Tech Memo 9 to City and WOCPM. City shall submit one set of consolidated, non-conflicting comments to Consultant. WOCPM will submit one set of comments to Consultant

#### **9.2 TAC Meeting #7**

Consultant shall facilitate TAC Meeting #7 to review and receive feedback on Draft Tech Memo 9.

#### **9.3 TC Meeting #6**

City shall facilitate and Consultant shall attend TC Meeting #6 to review and receive feedback on Draft Tech Memo 9.

#### **9.4 Revised Tech Memo 9**

Consultant shall revise Draft Tech Memo 9, incorporating comments from City, WOCPM, TAC and TC, and shall submit Revised Tech Memo 9 to City and WOCPM.

#### **City Deliverables**

9.a TAC Meeting #7

- 9.b TC Meeting #6
- 9.c Written comments on draft Consultant deliverables

**Consultant Deliverables**

- 9A Draft Tech Memo 9
- 9B TAC Meeting #7
- 9C TC Meeting #6
- 9D Revised Tech Memo 9

**Match Milestone**

Consultant shall not proceed with tasks 10 and 11 unless and until WOCPM provides written Notice to Proceed.

**Task 10: Draft TSP, Implementing Ordinances and Findings**

Objective: To prepare a Draft TSP, Implementing Ordinances and Findings for consideration by City staff and City officials.

**Subtasks**

**10.1 Draft TSP**

Consultant shall prepare a Draft TSP incorporating earlier Tech Memos 1 – 9 and the comments received.

Draft TSP must include:

- A. Maps showing each updated future network: street, transit, and non-automobile transportation. A comprehensive map showing all networks
- B. Prioritized list of multi-modal projects (preferred and cost-constrained) with CCI estimates
- C. Project summary prospectus sheets, including project costs, location map, and cross-section
- D. Updated roadway design standards, emphasizing “green” aspects
- E. Access spacing standards
- F. Pedestrian node (mixed-use activity center) plans

Draft TSP must be organized into the following chapters, and include:

- 1. Transportation System Summary
  - Inventory of entire transportation system for all modes of travel.
- 2. Transportation Goals, Plans, and Policies
  - Survey of state, regional, and local plans, policies, rules and regulations.

- Goals and objectives supporting the community’s vision.
3. Existing Conditions
    - Analysis of existing traffic conditions for all modes of travel: volumes, LOS, turning movements, mobility, and safety for all through streets and intersections. Areas of significant stacking (including at commercial driveways) or traffic safety concerns
  4. Future Demand and Land Use
    - Existing and future land uses to estimate traffic generation in the community, as well as future through traffic. Trip distribution, including estimates of trip ends per land use type, total annual trip ends, summer peak trip ends and winter peak trip ends.
  5. Pedestrian Plan
    - Examination and analysis of existing facilities. Recommendations for improvements and design standards. Focus on safety, particularly in areas of high pedestrian traffic or residential areas with significant speeding issues.
    - Comprehensive and prioritized list of improvements, including itemized preliminary Engineer’s Estimates.
  6. Bicycle Plan
    - Examination and analysis of existing facilities. Recommendations for improvements and design standards. Focus on safety, particularly in areas of high bicycle traffic or residential areas with significant speeding issues.
    - Comprehensive and prioritized list of improvements, including itemized preliminary Engineer’s Estimates.
  7. Public Transportation Plan
    - Examination of potential modes of public transportation.
  8. Motor Vehicle Plan (including Transportation System Management, and Truck/Freight Plan)
    - Proposed changes and improvements to best accommodate vehicle traffic within the existing constraints and long-term vision of the community.
    - Focus on impacts to businesses in the downtown area.
    - Potential to reduce capacity by adding off-street parking, pedestrian improvements, landscaping features, and traffic calming measures. Evaluation of “Skinny Street” and “Road Diet” measures.
    - General vehicle circulation, and Downtown Business Area circulation.
    - Traffic calming measures in appropriate areas, based on bicycle and pedestrian safety, particularly in areas of high bicycle and pedestrian traffic or residential areas with significant speeding issues. Measures must take into account winter maintenance activities.
    - Comprehensive and prioritized list of improvements, including itemized preliminary Engineer’s Estimates.
  9. Parking Plan
    - Impacts on capacity and circulation issues on the Downtown Business Area and Railroad District. Update of future parking needs based on Downtown Parking Plan Study.

10. Other Modes Plan (Air, Rail, Water, Pipeline)
  - Survey of other transportation modes.
11. Sustainability Plan
  - Policies supporting community's vision regarding sustainability, including Transportation Demand Management and reduction of the carbon footprint.
12. Funding/Implementation
  - Examination of historic funding sources and potential future funding sources.
13. Plan Implementation Recommendations for ordinance amendments (zoning, subdivision, public works construction standards)
  - Recommendations for new design standards for roads, bicycle and pedestrian facilities, and transit facilities. Standards for street classifications, including arterials, collectors, avenues, neighborhood collectors, neighborhood streets, alleys, and multi-use paths: lane width, size of turn pockets, criteria for determining needed pockets, shoulder if applicable, sidewalk width and location, bicycle lanes, park-rows, tree wells, curb and gutter, right of way width, green street designs, and others.

Consultant shall submit Draft TSP to City and WOCPM. City shall submit one set of consolidated, non-conflicting comments to Consultant. WOCPM will submit one set of comments to Consultant

### **10.2 Draft Implementing Ordinances/Draft Findings**

Consultant shall prepare Draft Implementing Ordinances, including Traffic Impact Analysis requirements for the development code, for implementing the TSP and policies.

Consultant shall prepare Draft Findings necessary for City adoption of TSP.

Consultant shall submit Draft Implementing Ordinances and Draft Findings to City and WOCPM. City shall submit one set of consolidated, non-conflicting comments to Consultant. WOCPM will submit one set of comments to Consultant

### **10.3 TAC Meeting #8**

Consultant shall facilitate TAC Meeting #8 to review and receive feedback on Draft TSP, Draft Implementing Ordinances and Draft Findings.

### **10.4 TC Meeting #7**

City shall facilitate and Consultant shall attend TC Meeting #7 to review and receive feedback on Draft TSP, Draft Implementing Ordinances and Draft Findings.

### **10.5 Revised TSP/Revised Implementing Ordinances/Revised Findings**

Consultant shall revise Draft TSP, Draft Implementing Ordinances and Draft Findings, incorporating comments from City, WOCPM, TAC and TC, and shall submit Revised TSP, Revised Implementing Ordinances and Revised Findings to City and WOCPM.

**City Deliverables**

- 10.a TAC Meeting #8
- 10.b TC Meeting #7
- 10.c Written comments on draft Consultant deliverables

**Consultant Deliverables**

- 10A Draft TSP
- 10B Draft Implementing Ordinances
- 10C Draft Findings
- 10D TAC Meeting #8
- 10E TC Meeting #7
- 10F Revised TSP/Revised Implementing Ordinances/Revised Findings

**Task 11: Final TSP, Implementing Ordinances and Findings**

Objective: To prepare a Final TSP, Implementing Ordinances and Findings for adoption by City.

**Subtasks**

**11.1 Final TSP**

Consultant shall update Revised TSP based on input from City, PC, TC and WOCPM, and prepare and submit Final TSP to City and WOCPM.

**11.2 Final Implementing Ordinances**

Consultant shall update Revised Implementing Ordinances based on input from City, Joint PC, TC and WOCPM, and prepare and submit adoption ready Final Implementing Ordinances to City and WOCPM.

Consultant shall submit ten bound “hard” copies of the Final Implementing Ordinances to City, and one bound “hard” copy to WOCPM. Consultant shall submit four electronic copies on compact discs to City, and one electronic copy on compact disc to WOCPM.

**11.3 Final Findings**

Consultant shall prepare Final Findings necessary to support adoption of TSP and Implementing Ordinances.

Consultant shall submit ten bound “hard” copies of the Final Findings to City, and one bound “hard” copy to WOCPM. Consultant shall submit four electronic copies on compact discs to City, and one electronic copy on compact disc to WOCPM.

**11.4 Planning Commission Hearing**

City shall facilitate a Planning Commission Hearing for presentation of Final TSP, Final Implementing Ordinances and Final Findings.

Consultant shall attend Planning Commission Hearing, and shall present and receive feedback on the Final TSP, Final Implementing Ordinances and Final Findings.

### **11.5 City Council Hearing**

City shall facilitate a City Council meeting of Final TSP, Final Implementing Ordinances and Final Findings for approval and adoption.

Consultant shall attend City Council Hearing, and shall present and receive feedback on the Final TSP, Final Implementing Ordinances and Final Findings.

### **11.6 Adopted TSP/Adopted Implementing Ordinances**

Consultant shall submit ten bound “hard” copies of the adopted TSP and adopted Implementing Ordinances to City, and four bound “hard” copies to WOCPM. Consultant shall submit four electronic copies on compact discs to City, and two electronic copies on compact discs to WOCPM. Electronic copies must be provided both in .pdf and modifiable format.

Consultant shall prepare a web-ready version of the adopted TSP, which must include the following:

- Links to individual TSP chapters and sub-sections
- Interactive maps showing proposed projects, with links from the map “hot spots” to individual project prospectus sheets.

### **City Deliverables**

- 11.a Planning Commission Hearing
- 11.b City Council Hearing

### **Consultant Deliverables**

- 11A Final TSP
- 11B Final Implementing Ordinances
- 11C Final Findings
- 11D Planning Commission Hearing
- 11E City Council Hearing
- 11F Adopted TSP/Adopted Implementing Ordinances

### **Contingency Tasks**

Objective: Contingency tasks to be implemented if needed.

No work under the following contingency tasks shall be done by Consultant without the prior written approval (e-mail acceptable) of WOCPM for that particular contingency task.

### **Subtasks**

#### **C.2A Travel Survey**

Consultant shall tabulate all hand completed hard copy surveys.

**C.2B Joint PC/TC Meeting (up to 8)**

City shall facilitate up to eight joint PC/TC Meetings to discuss project purpose and tasks/responsibilities, and to review and receive feedback on Tech Memos or Draft TSP.

Consultant shall attend one to eight joint PC/TC Meetings to review and receive feedback on Revised Tech Memos 1 through 8 or Draft TSP.

**C.3B System Inventory**

Consultant shall inventory and update GIS database(s) where the data requested as part of Task 3.1 is not readily available by other sources.

**C.7B Offset Intersection Realignment Plan**

Consultant shall provide recommended realignment options for an additional location.

**C.12.ATAC Meetings (up to 6)**

Consultant shall facilitate up to three additional TAC Meetings to review and receive feedback on Tech Memos or Draft TSP. The additional TAC Meetings will be part of trip that also includes an additional TC meeting or Joint PC/TC Meeting.

**C.12.BTC, TAC, or Joint PC/TC Meetings (up to 4)**

Consultant shall attend up to 4 additional meetings to present to the TC, TAC, or Joint PC/TC to receive feedback on the completed on Tech Memos, Tasks, and the Draft TSP.

**C13A Review Existing TSDC**

Consultant shall review the existing City of Ashland Transportation System Development Charge (TSDC) and identify potential updates to the TSDC methodology and prepare items for discussion with the City.

**C13B TSDC Video Conference**

The City and the Consultant shall participate in a video conference call to discuss the Consultant's review of the existing TSDC and methodology. The Consultant shall identify questions and recommendations and the City shall provide guidance to the Consultant on how to proceed.

**C13C Draft TSDC and TSDC Ordinance:**

Consultant shall prepare Draft TSDC and ordinance. Draft TSDC must include determining TSDC cost bases, TSDC capacity bases, and proposed TSDC reimbursement and improvement fees using the recommended methodology. Draft TSDC must include documentation for recommendations and be developed in accordance with Oregon statutes. Consultant shall distribute Draft TSDC to SDC Committee and City for review and comment two weeks prior to SDC Committee meeting.

**C13D SDC Committee Meeting:**

Consultant shall attend SDC Committee Meeting to review and solicit comment on Draft TSDC and methodology.

**C13E Revised TSDC and TSDC Ordinance:**

Consultant shall revise Draft TSDC and ordinance based upon comments obtained at SDC Committee meeting. Consultant shall distribute Revised TSDC electronically to STD Committee and City.

**C13F City Council Public Hearing**

City Council shall conduct a public hearing to receive testimony and consider adoption of the updated TSDC.

**C13G City Council Updates to the TSCD**

The Consultant shall prepare updates to the TSDC per City Council comments

**Consultant Deliverables:**

**Consultant Amounts per Deliverable and Schedule**

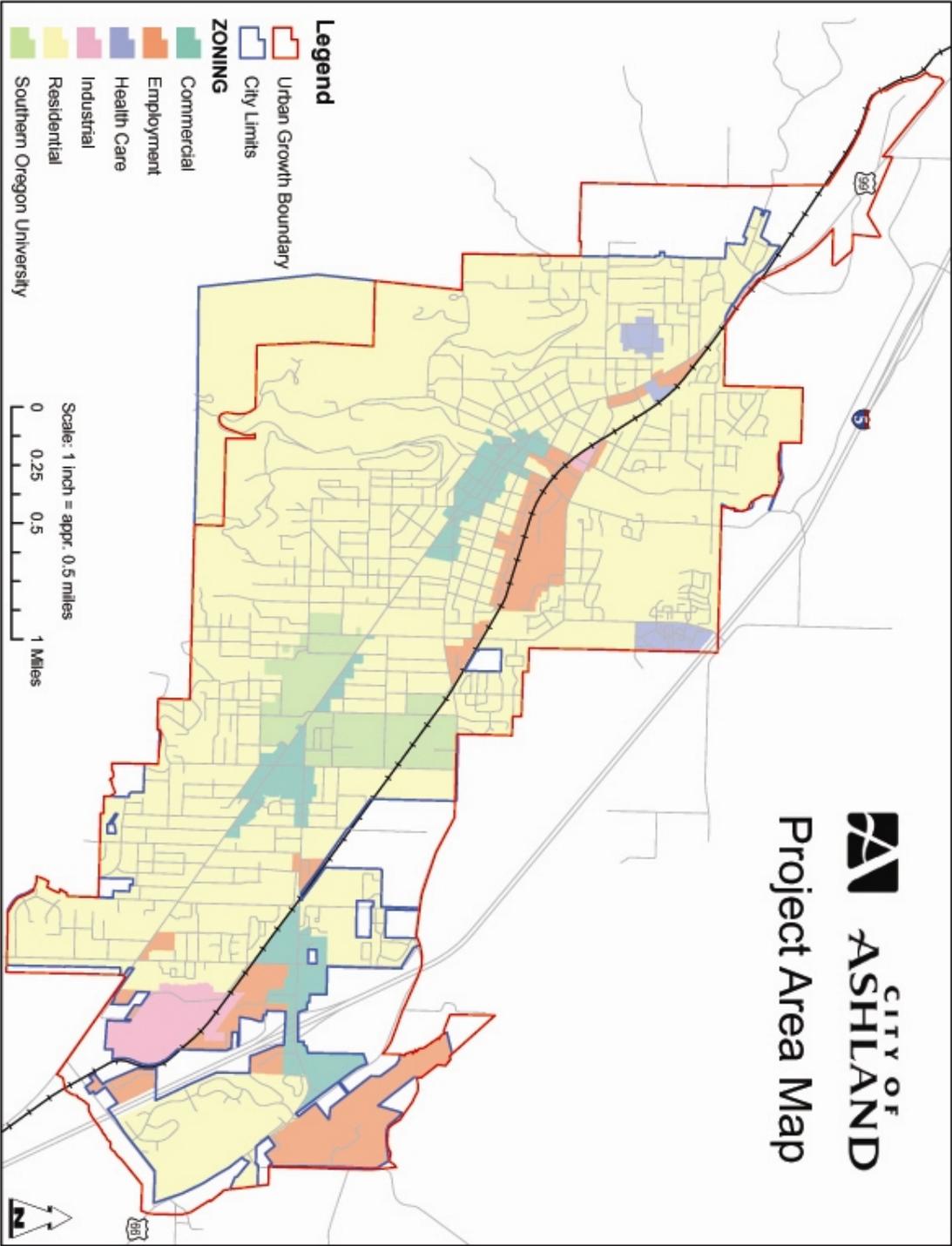
| <i>Task</i> | <i>Description</i>                              | <i>Total Fixed Amount Payable to Consultant Per Deliverable</i> | <i>Task and Project Totals</i> | <i>Schedule (months after NTP)</i> |
|-------------|-------------------------------------------------|-----------------------------------------------------------------|--------------------------------|------------------------------------|
| 1A          | Kick-Off Meeting                                | \$5,480                                                         |                                | 1                                  |
| 1B          | Bi-Weekly Teleconferences (Up to 52 @ 330 each) | 17,160                                                          |                                | 1                                  |
| 1C          | Project Website                                 | 5,860                                                           |                                | 1                                  |
| 1D          | Project Schedule                                | 1,540                                                           |                                | 1                                  |
|             |                                                 | <b>Task 1 Total</b>                                             | <b>\$30,040</b>                |                                    |
| 2A          | Draft Tech Memo 1                               | \$7,100                                                         |                                | 3                                  |
| 2B          | Draft Tech Memo 2                               | 4,580                                                           |                                | 3                                  |
| 2C          | Travel Survey                                   | 5,470                                                           |                                | 3                                  |
| 2D          | TAC Meeting #1                                  | 4,970                                                           |                                | 3                                  |
| 2E          | TC Meeting #1                                   | 1,190                                                           |                                | 3                                  |
| 2F          | Revised Tech Memo 1                             | 1,450                                                           |                                | 3                                  |
| 2G          | Revised Tech Memo 2                             | 1,230                                                           |                                | 3                                  |
|             |                                                 | <b>Task 2 Total</b>                                             | <b>\$25,990</b>                |                                    |
| 3A          | Draft Tech Memo 3                               | \$12,590                                                        |                                | 5                                  |
| 3B          | Project Mailing #1                              | 1,960                                                           |                                | 5                                  |
|             |                                                 | <b>Task 3 Total</b>                                             | <b>\$14,550</b>                |                                    |
| 4A          | Draft Tech Memo 4                               | \$18,380                                                        |                                | 7                                  |
| 4B          | Bicycle/Pedestrian Facility GIS Map             | 1,620                                                           |                                | 7                                  |

| <i>Task</i> | <i>Description</i>                           | <i>Total Fixed Amount Payable to Consultant Per Deliverable</i> | <i>Task and Project Totals</i> | <i>Schedule (months after NTP)</i> |
|-------------|----------------------------------------------|-----------------------------------------------------------------|--------------------------------|------------------------------------|
| 4C          | TAC Meeting #2                               | 5,130                                                           |                                | 7                                  |
| 4D          | TC Meeting #2                                | 1,060                                                           |                                | 7                                  |
| 4E          | Revised Tech Memo 3                          | 3,680                                                           |                                |                                    |
| 4F          | Revised Tech Memo 4                          | 4,460                                                           |                                | 7                                  |
|             |                                              | <b>Task 4 Total</b>                                             | <b>\$34,330</b>                |                                    |
| 5A          | Draft Tech Memo 5                            | \$21,610                                                        |                                | 10                                 |
| 5B          | Project Mailing #2                           | 1,810                                                           |                                | 10                                 |
| 5C          | TAC Meeting #3                               | 4,630                                                           |                                | 10                                 |
| 5D          | TC Meeting #3                                | 840                                                             |                                | 10                                 |
| 5E          | Revised Tech Memo 5                          | 3,670                                                           |                                | 10                                 |
|             |                                              | <b>Task 5 Total</b>                                             | <b>\$32,560</b>                |                                    |
| 6A          | Draft Tech Memo 6 and Draft Code Outline     | \$15,290                                                        |                                | 12                                 |
| 6B          | Reconnaissance Site Visits                   | 640                                                             |                                | 12                                 |
| 6C          | Key Participants Meetings #1                 | 4,640                                                           |                                | 12                                 |
| 6D          | Public Workshop #1                           | 2,520                                                           |                                | 12                                 |
| 6E          | Key Participants Meetings #2                 | 4,640                                                           |                                | 12                                 |
| 6F          | Public Workshop #2                           | 2,720                                                           |                                | 12                                 |
| 6G          | TAC Meeting #4                               | 2,730                                                           |                                | 12                                 |
| 6H          | TC Meeting #4                                | 970                                                             |                                | 12                                 |
| 6I          | Revised Tech Memo 6 and Revised Code Outline | 2,470                                                           |                                | 12                                 |
|             |                                              | <b>Task 6 Total</b>                                             | <b>\$36,620</b>                |                                    |
| 7A          | Draft Tech Memo 7                            | \$34,550                                                        |                                | 15                                 |
| 7B          | Key Participants Meetings #3                 | 1,630                                                           |                                | 15                                 |
| 7C          | Public Workshop #3                           | 6,980                                                           |                                | 15                                 |
| 7D          | TAC Meeting #5                               | 5,380                                                           |                                | 15                                 |
| 7E          | TC Meeting #5                                | 1,490                                                           |                                | 15                                 |
| 7F          | Revised Tech Memo 7                          | 8,890                                                           |                                | 15                                 |
|             |                                              | <b>Task 7 Total</b>                                             | <b>\$58,920</b>                |                                    |
| 8A          | Draft Tech Memo 8                            | \$7,290                                                         |                                | 18                                 |
| 8B          | Project Mailing #3                           | 2,720                                                           |                                | 18                                 |
| 8C          | TAC Meeting #6                               | 4,820                                                           |                                | 18                                 |
| 8D          | TC Meeting #6                                | 1,410                                                           |                                | 18                                 |
| 8E          | Revised Tech Memo 8                          | 3,440                                                           |                                | 18                                 |
|             |                                              | <b>Task 8 Total</b>                                             | <b>\$19,680</b>                |                                    |

| <i>Task</i>              | <i>Description</i>                                                 | <i>Total Fixed Amount Payable to Consultant Per Deliverable</i> | <i>Task and Project Totals</i> | <i>Schedule (months after NTP)</i> |
|--------------------------|--------------------------------------------------------------------|-----------------------------------------------------------------|--------------------------------|------------------------------------|
| 9A                       | Draft Tech Memo 9                                                  | \$15,940                                                        |                                | 21                                 |
| 9B                       | TAC Meeting #7                                                     | 3,720                                                           |                                | 21                                 |
| 9C                       | TC Meeting #7                                                      | 840                                                             |                                | 21                                 |
| 9D                       | Revised Tech Memo 9                                                | 3,900                                                           |                                | 21                                 |
|                          |                                                                    | <b>Task 9 Total</b>                                             | <b>\$24,400</b>                |                                    |
| 10A                      | Draft TSP                                                          | \$14,540                                                        |                                | 24                                 |
| 10B                      | Draft Implementing Ordinances                                      | 3,860                                                           |                                | 24                                 |
| 10C                      | Draft Findings                                                     | 1,940                                                           |                                | 24                                 |
| 10D                      | TAC Meeting #8                                                     | 4,970                                                           |                                | 24                                 |
| 10E                      | TC Meeting #8                                                      | 1,190                                                           |                                | 24                                 |
| 10F                      | Revised TSP, Revised Implementing Ordinances, and Revised Findings | 7,230                                                           |                                | 24                                 |
|                          |                                                                    | <b>Task 10 Total</b>                                            | <b>\$33,730</b>                |                                    |
| 11A                      | Final TSP                                                          | \$4,990                                                         |                                | 28                                 |
| 11B                      | Final Implementing Ordinances                                      | 1,530                                                           |                                | 28                                 |
| 11C                      | Final Findings                                                     | 1,080                                                           |                                | 28                                 |
| 11D                      | Planning Commission Hearing                                        | 3,790                                                           |                                | 28                                 |
| 11E                      | City Council Hearing                                               | 3,790                                                           |                                | 28                                 |
|                          |                                                                    | <b>Task 11 Total</b>                                            | <b>\$15,180</b>                |                                    |
|                          |                                                                    | <b>Project Total</b>                                            | <b>\$326,000</b>               |                                    |
| <b>Contingency Tasks</b> |                                                                    |                                                                 |                                |                                    |
| C.2A                     | Tabulate Hard Copy Travel Survey                                   | \$4,110                                                         |                                | TBD                                |
| C.2B                     | Joint PC/TC Meetings (Up to 8 @ \$4,710 each)                      | 37,680                                                          |                                | TBD                                |
| C.3B                     | Existing Inventory                                                 | 9,070                                                           |                                | TBD                                |
| C.7B                     | Offset Intersection Realignment Plan (each)                        | 940                                                             |                                | TBD                                |
| C.12.A                   | TAC Meetings (up to 6)                                             | 5,060                                                           |                                | TBD                                |
| C.12.B                   | TC, TAC, or Joint PC/TC Meetings (up to 4)                         | 14,130                                                          |                                | TBD                                |
| C13A                     | Review Existing TSDC                                               | 1,370                                                           |                                | TBD                                |
| C13B                     | TSDC Video Conference                                              | 1,560                                                           |                                | TBD                                |
| C13C                     | Draft TSDC and TSDC Ordinance                                      | 8,540                                                           |                                | TBD                                |
| C13D                     | SDC Committee Meeting                                              | 2,540                                                           |                                | TBD                                |

| <i>Task</i> | <i>Description</i>                      | <i>Total Fixed Amount Payable to Consultant Per Deliverable</i> | <i>Task and Project Totals</i> | <i>Schedule (months after NTP)</i> |
|-------------|-----------------------------------------|-----------------------------------------------------------------|--------------------------------|------------------------------------|
| C13E        | Revised TSDC and TSDC Ordinance         | 1,050                                                           |                                | TBD                                |
| C13F        | City Council Public Hearing             | 3,720                                                           |                                | TBD                                |
| C13G        | City Council Updates to the TSDC        | 970                                                             |                                | TBD                                |
|             | <b>Contingencies Total</b>              |                                                                 | <b>\$90,740</b>                |                                    |
|             | <b>Project plus Contingencies Total</b> |                                                                 | <b>\$416,740</b>               |                                    |

Map A – City of Ashland 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.

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**EXHIBIT C**

Federal Provisions  
Oregon Department of Transportation

**I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION**

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

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

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

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

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

#### **EXCEPTIONS:**

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

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

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

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

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

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

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

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

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

- Appendix B of 49 CFR Part 29 -

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

##### Instructions for Certification

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

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

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

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

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

**IV. EMPLOYMENT**

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

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

**V. NONDISCRIMINATION**

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

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

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

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

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

#### VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

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

#### DBE POLICY STATEMENT

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

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

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

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

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

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

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

**CONTRACTOR'S DBE CONTRACT GOAL**

**DBE GOAL**   0   %

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

**VII. LOBBYING**

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

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

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

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

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

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

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

| EXHIBIT D                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ELIGIBLE PARTICIPATING COST                                                                                                                                                                                                                                                                                    |
| DESCRIPTION                                                                                                                                                                                                                                                                                                    |
| <b>PERSONNEL SERVICES</b>                                                                                                                                                                                                                                                                                      |
| <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.                                                                                            |
| <b>SERVICES AND SUPPLIES</b>                                                                                                                                                                                                                                                                                   |
| <b>In-State Travel - Per Rates Identified in State Travel Handbook</b>                                                                                                                                                                                                                                         |
| <i>Meals &amp; Misc.</i> - Payment for meals incurred while traveling within the State of Oregon.                                                                                                                                                                                                              |
| <i>Lodging &amp; 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.                                                                                                                                                                                                       |
| <b>Office Expense</b>                                                                                                                                                                                                                                                                                          |
| <i>Direct Project Expenses Including:</i>                                                                                                                                                                                                                                                                      |
| <i>Photo, Video &amp; Microfilm Supplies</i> - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.                                                                                                                                        |
| <i>Printing, Reproduction &amp; Duplication</i> - Expenditures for services to copy, print, reproduce and/or duplicate documents.                                                                                                                                                                              |
| <i>Postage</i> - Payment for direct project postage.                                                                                                                                                                                                                                                           |
| <i>Freight &amp; Express Mail</i> - Payment for direct project freight services on outgoing shipments.                                                                                                                                                                                                         |
| <b>Telecommunications</b>                                                                                                                                                                                                                                                                                      |
| <i>Phone Toll Charges (long-distance)</i> - Payment for telephone long distance charges.                                                                                                                                                                                                                       |
| <b>Publicity &amp; Publication</b>                                                                                                                                                                                                                                                                             |
| <i>Publish &amp; 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)                                                                                                                                                                                                                                                    |
| <b>Equipment \$250 - \$4,999</b>                                                                                                                                                                                                                                                                               |
| <b>NOT ELIGIBLE</b>                                                                                                                                                                                                                                                                                            |
| <b>Employee Training, Excluding Travel</b>                                                                                                                                                                                                                                                                     |
| <b>NOT ELIGIBLE</b>                                                                                                                                                                                                                                                                                            |
| <b>Training In-State Travel</b>                                                                                                                                                                                                                                                                                |
| <b>NOT ELIGIBLE</b>                                                                                                                                                                                                                                                                                            |
| <b>CAPITOL OUTLAY</b>                                                                                                                                                                                                                                                                                          |
| <b>NOT ELIGIBLE</b>                                                                                                                                                                                                                                                                                            |