

ORDINANCE NO. 1307

AN ORDINANCE AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH OREGON DEPARTMENT OF TRANSPORTATION (ODOT) FOR A TRANSPORTATION AND GROWTH MANAGEMENT (TGM) PROGRAM GRANT IN THE AMOUNT OF \$111,000.00 FOR THE TRANSPORTATION SYSTEM PLAN (TSP) UPDATE PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has previously applied for a TGM grant for its TSP update; and

WHEREAS, all terms and conditions of the IGA are finalized and the agreement is ready for execution by the City; and

WHEREAS, the total for the IGA grant is \$111,000.00 and the City's match is \$31,450.00 which will be paid from Canby Budget SDC line # 420-420-431-7700; and


WHEREAS, the City Council has determined that it is in the best interest of the city to enter into the proposed IGA for the said TGM grant for the update of the TSP project and the agreement is necessary, proper and acceptable; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and/or City Administrator are hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an IGA with the Oregon Department of Transportation for a Transportation and Growth Management program grant, a copy of which is attached hereto as "Exhibit A" and by this reference fully incorporated herein in the amount of \$111,000.00 for the Transportation System's Plan Update project.

Section 2. Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to complete this project as soon as possible, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, June 3, 2009; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, June 17, 2009, after the hour of 7:30 pm at the Council Meeting Chambers located at 155 NW 2nd Avenue, Canby, Oregon.




Kimberly Scheafer, CMC
City Recorder Pro Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 17th of June, 2009 by the following vote:

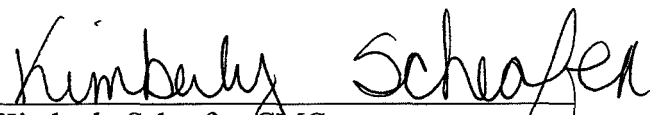
YEAS 5

NAYS 0



Melody Thompson, Mayor

ATTEST:



Kimberly Scheafer, CMC
City Recorder Pro Tem

INTERGOVERNMENTAL AGREEMENT
City of Canby, 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 Canby ("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 June 30, 2010 ("Termination Date").

B. Grant Amount. The Grant Amount which includes City's Matching Amount of \$31,150 shall not exceed \$141,450.

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

D. Consultant's Amount. The Consultant's Amount shall not exceed \$141,450.

E. City's Matching Amount. The City's Matching Amount is \$31,150. City shall pay ODOT the City's Matching Amount at time of the signing of this Agreement

SECTION 3. DISBURSEMENTS

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

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

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. Within 30 days after the Termination Date, City shall

(1) pay to ODOT City's Matching Amount less Federally Eligible Costs previously reported as City's Matching Amount. ODOT may use any funds paid to it under this Section 5.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) 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 City's Matching Amount;
- (c) A list of final deliverables; and
- (d) City's final disbursement request.

SECTION 6. CONSULTANT

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

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;

- C. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. City shall 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. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (and/or any other agency or department of the State of Oregon) and City that arise from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. City, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

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.

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 April 12, 2004, the Director approved Subdelegation Order No. 10 in which the Director delegates authority to the Division Administrator, Transportation Development, to approve and execute personal service contracts and agreements over \$75,000 for programs within the Transportation Development Division when the work is related to a project included in the STIP or in other system plans approved by the Commission or in a line item in the legislatively adopted biennial budget.

ATTORNEY GENERAL'S OFFICE

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

By: 
(Official's Signature)

Date: 12/6/09

City

City of Canby

By: Melody Thompson
(Official's Signature)

Melody Thompson, Mayor
(Printed Name and Title of Official)

Date: 6-17-09

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Jerri Bohard, Division Administrator
Transportation Development Division

Date: _____

Contact Names:

Matilda Deas
City of Canby
170 NW 2nd Avenue, PO Box 930
Canby, OR 97013
Phone: 503-266-~~4021~~ 7001
Fax: 503-266-~~7961~~ 1574
E-Mail: deasm@ci.canby.or.us

Sonya Kazen, Contract Administrator
Transportation and Growth Management Program
123 NW Flanders
Portland, OR 97209-4037
Phone: 503-731-8282
Fax: 503-731-3266
E-Mail: Sonya.B.KAZEN@odot.state.or.us

EXHIBIT A
STATEMENT of WORK

Project Name: City of Canby Transportation System Plan (TSP) Update

PROJECT DESCRIPTION and OVERVIEW of SERVICES

Agency is contracting with Consultant for Services in connection with the following project (the “Project”): the City of Canby Transportation System Plan (TSP) update. This project is to prepare a Canby Transportation System Plan Update, a revision of the City’s adopted TSP (2000) and prepare implementing land use ordinances and funding programming. The City of Canby (City) Transportation System Plan Update (TSP) will be the final task in the City’s Periodic Review. The City does not anticipate updating the urban growth boundary (UGB) in the near future as there is an adequate supply of land by type. The TSP Update will help to ensure compliance with Statewide Planning Goal 12: Transportation.

City residents have consistently ranked traffic congestion as a major concern in various surveys and City leaders are looking for alternative approaches for easing that congestion. Transportation alternatives such as transit, improved pedestrian and bicycle facilities will also be considered for their economic, environmental and health benefits.

The Canby TSP Update will address compliance with new and/or amended federal, state, and local plans, policies, and regulations including the Oregon Transportation Plan (OTP), the state Transportation Planning Rule (TPR), the Oregon Highway Plan (OHP) and Oregon Greenhouse Gas Reduction Initiative.

Project Area

The City of Canby is located south of the City of Portland and within Clackamas County. The Project Area will coincide with the current Canby Urban Growth Boundary. Study intersections shall include locations outside of the Urban Growth Boundary as needed for future motor vehicle volume forecasting.

Acronyms and Definitions

Agency, ODOT – Oregon Dept. of Transportation	PIP – Public Involvement Plan
CITY - City of Canby	PMT – Project Management Team
COUNTY – Clackamas County	TAC – Technical Advisory Committee
CAC – Citizen Advisory Committee	TAZ – Traffic Analysis Zone
DBE – Disadvantaged Business Enterprise	TGM – Transportation & Growth Management
FP – Fixed Price	TST – Topic Specific Team

MWESB – Minority, Women & Emerging Small Businesses	UGB – Urban Growth Boundary
NEPA – National Environmental Policy Act	WOC – Work Order Contract
NTP – Notice to Proceed	WPM – Agency’s WOC Project Manager

REVIEW, COMMENT and SCHEDULE OVERVIEW

- Consultant shall coordinate with Agency staff as necessary and shall revise Draft to incorporate Agency draft review comments.
- Consultant shall convey deliverables to the Agency WPM for distribution. The review cycle for these materials will be five (5) business days for intermediate products, and ten (10) business days for final products unless otherwise specified. All references to days in the WOC are in business days.

FORMAT REQUIREMENTS

Expectations about Written and Graphic Deliverables

Consultant shall provide one electronic copy of all deliverables. All written and graphic products must be provided in PDF format and reproducible as handouts for broad distribution in black and white without loss of clarity. The City shall be responsible for providing all hard copies required for the project.

All written deliverables must be professionally written and include the project name, a title that refers to the contract deliverable, draft number, subtask number and date of preparation. All draft written deliverables shall be provided in an editable file format compatible with MS Office 2007 and include redline/strikeout format as drafts are revised.

All map deliverables shall be provided in ESRI-compatible format (shape file, coverage, or geo database). The spatial reference system must be NAD83 HARN, Oregon State Plane North. Maps must include details necessary to ensure usability, such as city limits, Urban Growth Boundaries, street names, relevant environmental and cultural features, legend, date, etc. Maps included in the updated TSP must be at a scale that is legible. Digital copies of all other graphic files shall be provided in native (e.g., CorelDraw) formats.

Consultant shall prepare plans and amendments as regulatory statements of the City. Consultant shall prepare new and amended language in a format compatible with the Comprehensive Plan, Development Code and TSP. Plan, code and graphic/map amendments must include all necessary additions or deletions to existing City plans or code to avoid conflicts and to enable full integration of proposed plan and implementing ordinances with existing City documents. Recommended policies or decisions shall be presented in the form of final policy decisions for adoption by the City and expressed as City policy statements. Since policies are intended as binding mandatory statements, the final documents must not use statements such as “it is recommended” or “City should”.

Consultant shall ensure that any work products produced pursuant to this contract 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 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 City with one electronic copy of the *draft Updated TSP and Recommended Implementation Ordinances and Policies*. City shall supply ODOT Work Order Contract Manager with three hard copies and two electronic (CD) copies of both. City shall supply Department of Land Conservation and Development (DLCD) with one hard and one electronic copy *within 45 days of scheduled adoption hearings*. The final deliverables shall be provided electronically both in .PDF and in a format(s) that allow future manipulation of the text and maps.

Expectations About Traffic Analysis

All data and calculations must be submitted to ODOT Region 1 Traffic and City for review and record keeping. Electronic file copies of analysis data are required. These written and electronic products must be in ODOT and City compatible formats.

All traffic analysis work must comply with the following requirements:

- An Oregon-registered professional engineer (Civil or Traffic) must perform or oversee all traffic analysis work.
- Updated TSP must be consistent with all requirements in the 2008 Transportation System Planning Guidelines 2008, including inventory requirements.
- Traffic count data is required for all plan intersections within Project Area. City shall collect current existing traffic count data from City, County and State sources for plan intersections as available. ODOT shall conduct traffic counts for all other plan intersections. Intersection counts must include mid-week weekday 2-hour PM Peak (4-6 PM) manual classification turning movement counts, including bicycle and pedestrian data.
- All traffic volumes must be adjusted to reflect the 30th highest hour. Count collection must be avoided in the following months: December, January and February.
- Intersection performance must be determined using the Highway Capacity Manual 2000 published by the Transportation Research Board. All traffic analysis software programs used must follow Highway Capacity Manual 2000 procedures. For all signalized intersections, use Synchro/SimTraffic to perform the traffic analysis.
- Traffic analysis at non-state intersections must follow standard engineering procedures and practices.
- The City Engineer and ODOT may approve a different or additional intersection analysis method prior to use when the different method can be justified for City and ODOT facilities.
- Traffic analysis at ODOT intersections must be consistent with ODOT Transportation Planning Analysis Unit analysis procedures available on the internet at:
<http://www.oregon.gov/ODOT/TD/TP/TAPM.shtml>
- Operational standards for state facilities must be volume to capacity (v/c). Standards for non-state facilities can be v/c, level-of-service (LOS), or a combination of v/c and LOS, depending on the City standards and City staff guidance. Consultant shall establish appropriate level of service standards.
- Future build conditions (alternatives) must be consistent with City and ODOT design standards. Alternative improvements may be proposed subject to the approval of the facility's jurisdiction.

TASK 1: Project Management, Start Up and Public Involvement Program

1.1 Project Administration – Establish PMT and Project Protocols

The purpose of this subtask is to lead, manage, and monitor the progress of Consultant's work towards completion of the scope of work. Consultant shall prepare and maintain a Project file that shall include Consultant and Agency staff/contacts, communications protocol, quality control procedures, cost controls, budget breakout structure for tracking and control purposes, and change management procedures. Consultant shall:

- Program, supervise and coordinate Project work and Consultant staff
- Communicate regularly with Agency WPM
- Prepare and monitor work plans, budgets, and schedule
- Establish and monitor sub Consultant contracts
- Lead internal contractor Project team meetings
- Maintain Project file to include computations, assumptions, meeting minutes, working drawings, correspondence and memoranda.
- Coordinate production and quality control efforts
- Prepare monthly progress reports and billing invoices backup data detailing individual staff by name, hours, rate and task

1.2 Develop Project Schedule

Consultant shall prepare a Project schedule in MS-Project that includes timelines for a 12-month project period, and notes all CAC, PMT and TAC meetings and community workshops. The schedule will serve as the basis for future work order amendments. The statement of work (SOW) and Attachment 1 shall serve as background for the work and project schedule.

The draft project schedule shall be distributed to the Agency PM and City Project Manager for one round of comments. Agency PM will provide Consultant with one set of consolidated Agency comments. Consultant shall be responsible for obtaining City Project Manager's comments. The final project schedule shall include critical path dates and products.

1.3 Develop a Public Involvement Plan (PIP) – Technical Memorandum #1

The purpose of this task is to develop a public and stakeholder involvement plan (PIP) to gain input from stakeholders and the public throughout the duration of the TSP process at key milestones.

Consultant shall develop a PIP that is consistent with the Project Management structure described in the SOW (Attachment 1) and the City's Public Involvement Policy. Consultant shall develop a PIP including strategies for key stakeholder contact, advertisement of meetings, distribution of work products, and workshop format (**Technical Memorandum #1**). The PIP will clarify roles and responsibilities of City and Consultant team.

Consultant shall lead presentations and discussions, prepare agendas, summaries, informational materials and graphics for CAC and TAC meetings and Community Workshops, and content for public outreach materials. City may conduct additional outreach meetings with stakeholders and neighborhood or interest groups.

Generally, City shall provide logistics for committee meetings and Community Workshops and help staff the meetings and participate in discussions. City shall also distribute and post meeting materials to the committees and help prepare and distribute public information to local media and City website.

1.4 TAC and CAC Meeting #1 and Draft TSP Chapter 2 (Goals and Policies)

Meeting #1 will be a kick off meeting of the TAC, CAC, Agency, City and Consultant staffs to provide an orientation to the Canby TSP Update and to develop project goals, objectives and policies. The City shall schedule the meeting and facilitate discussion of roles and responsibilities of the committees. The Consultant shall attend the meeting, and shall prepare and present an introduction to Transportation Planning.

Consultant shall prepare a draft TSP Chapter 2, and draft TSP goals and policies language to bring them into compliance with the Oregon Transportation Plan (OTP), the Transportation Planning Rule (TPR), and to address issues identified by the TAC and CAC in Meeting #1.

City shall organize a tour of the City with TAC and CAC to review existing issue locations.

City Deliverables:

- 1A PMT Roster
- 1B CAC Roster
- 1C TAC Roster
- 1D TAC and CAC Meetings #1 Logistics
- 1E Consolidated Comments on Draft TSP Chapter 2

Consultant Deliverables:

- Monthly progress report and billing invoices due to Agency no later than the 10th of the following month
- Project file to be available within ten (10) days of request from City or Agency or upon completion of the Project.
- Project schedule within two (2) weeks following NTP.
- Technical Memorandum #1 – Public Involvement Program within four (4) weeks of NTP
- Draft TSP Chapter 2 (Goals and Policies) within two (2) weeks following Meeting #1

TASK 2: Existing Conditions and Future Needs

The purpose of this task is to provide a well-researched framework to ensure policy consistency and to engage stakeholders early in the planning process. The Consultant shall

- Review the adopted Canby TSP to identify and confirm key project activities, data gaps and status of planned improvements to guide the focus of TSP Update.
- Survey relevant plans, studies, reports, regulations, standards and policies applicable to the City. Review new and updated elements of documents to ensure consistency in the development of the TSP Update.
- Perform field work and data collection to inventory the existing transportation system.
- Gather input from the PMT, TAC, CAC, and the public to ensure existing conditions and deficiencies are accurately documented.
- Identify Canby's 2035 transportation system deficiencies and needs to inform system solutions identification.

2.1 Assemble Background Information/Background Documents

In order to understand the issues of unique concern to the City, the Consultant shall obtain and review the following background materials from the City Project Manager including plans, strategies, studies and data as well as the following City documents:

- Adopted TSP
- Comprehensive Plan
- Development Code

- Capital Improvement Program
- Goal 5 Inventory
- Transit Plan
- Recent City traffic data and counts and developer traffic studies for intersections within the study area.
- Inventory of all City transportation projects constructed since 2001 including developer constructed
- List of current funding mechanisms including any City projections from Traffic Impact Fees or other existing funding mechanisms
- Maps of historic resources and Canby Local Wetland Inventory and Riparian Assessment

Consultant shall obtain and review necessary background documents from ODOT and Clackamas County (most available online) to include, but not be limited to:

- Clackamas County Rural TSP 2001
- Clackamas County Capital Improvement Plan (2000-present)
- 1999 Oregon Highway Plan and amendments
- Oregon Access Management Rules (OAR Chapter 734, Division 51)
- Oregon Transportation Plan
- 2008 Oregon Bicycle and Pedestrian Plan
- 2008 TSP Guidelines
- 2003 ODOT Highway Design Manual and amendments
- Oregon Transportation Planning Rule (TPR) (OAR Chapter 660, Division 012)
- State Transportation Improvement Program (2000-present)

2.2 Background Document Review – Technical Memorandum #2

Consultant shall prepare a Background Document Review Technical Memo (**Technical Memorandum #2**), after review of the background information and background documents. City shall provide a summary of key issues to be considered in developing this memorandum, based on their local experience. Specifically, the City shall highlight areas where existing local plans will guide the TSP development or areas where existing local plans have deficiencies to be addressed

2.3 Transportation Inventories – Consultant shall prepare Transportation Inventories, an update of the inventory of existing conditions of the transportation system serving the City. City shall provide the following information as available in GIS format within two (2) weeks of the Notice to Proceed:

- a. Tax lot parcels with County assessor's data
- b. Locations of schools, parks, libraries, and other key public areas
- c. Locations of key shopping areas (e.g., Fred Meyer) and other key locations as identified by City staff
- d. Aerial Photography
- e. Parcel zoning
- f. Comprehensive Plan designations
- g. Street centerlines
- h. Existing sidewalks and bicycle lanes
- i. Existing off-street trails
- j. Pavement Conditions
- k. Street and right-of-way widths (as available)
- l. Jurisdiction of roadways within the Project Area
- m. Location of transit stops and routes
- n. Speed limits
- o. Bridges (including conditions and restrictions)
- p. Goal 5 resources and setbacks

Consultant shall incorporate the available City information into the TSP Update and supplement this information with field data gathering including:

- a. Verify the presence of bicycle lanes and sidewalks on arterials and collectors
- b. Traffic control at intersections
- c. Locations and control of rail crossings
- d. Geometry for study intersections
- e. Verify speed limits on arterials and collectors

2.4 Land Use Inventories – Consultant shall prepare a base year and future year land use inventory (households, retail employees, non-retail employees, and schools) for the City Urban Growth Area based on County assessor information, aerial photography, coordinated population and employment projections, zoning, and MetroScope 2035 information. The land use information must be aggregated into a transportation analysis zone (TAZ) system for the City, displayed graphically, and tabulated for review.

2.5 PMT Meeting #1 – City shall coordinate PMT Meeting #1 to review the Transportation and Land Use Inventory GIS maps.

2.6 Draft TSP Chapter 3 (Existing Conditions Analysis) – Consultant shall prepare a Draft TSP Chapter 3 describing existing conditions, problems, and deficiencies for all modes of travel. To prepare the Existing Conditions Analysis the Consultant shall:

- a. Obtain weekday PM peak hour traffic counts at 28 study intersections conducted by ODOT in April 2009.
- b. Evaluate count data and analyze Level of Service (LOS) and v/c for a maximum of thirty-one (31) intersections, consistent with the expectations about traffic analysis.
- c. Analyze the last three (3) years of crash data for all roadways in the City. Top 10% ODOT Safety Priority Index System (SPIS) sites must be identified. The crash analysis at the Top 10% SPIS locations must identify crash rates and comparison with published rates, any crash patterns, and suggest potential countermeasures.
- d. Assess existing driveway and intersection spacing on OR 99E by comparing an aerial photo inventory to access spacing standards.
- e. Review funding revenue information provided by City and in Clackamas CIP and ODOT STIP to determine the average transportation funding sources and expenditures in the City over the past five years. Analysis must identify both flexible and restricted funds and their usage. Expenditures must be converted to Base Year dollars.
- f. Review pedestrian facilities and volumes (collected as part of the PM peak hour traffic counts at study intersections) to determine existing system gaps and key pedestrian volume locations.
- g. Review bicycle facilities and volumes (collected as part of the PM peak hour traffic counts at study intersections) to determine existing system gaps and key bicycle volume locations.
- h. Assess safe routes to school. City shall coordinate with school district staff to provide school boundary and key travel route information to Consultant. Consultant shall assess conditions along the key travel routes between neighborhoods and schools to identify the adequacy of sidewalk, bicycle lanes, and crossings.
- i. Review truck routes and identify truck percentages at study intersections.

2.7 Future Forecasting – Technical Memorandum #3 - Consultant shall prepare an enhanced cumulative analysis tool for the Project Area that utilizes node based operations delay for assignment. Future year 2035 motor vehicle volumes must be developed and post-processed using National Cooperative Highway Research Program Report 255 guidelines. Consultant shall document the forecasting methods and results in **Technical Memorandum #3**.

2.8 Draft TSP Chapter 4 (Future Needs Analysis) – Consultant shall prepare Draft TSP Chapter 4 describing the future year 2035 baseline transportation conditions utilizing the forecasts provided in Task 2.7, which includes only those transportation improvements in adopted plans with “committed” funding sources. Future system deficiencies must include identifying missing links, geometric deficiencies, and safety needs for each element of the system.

2.9 Industrial Area Roadway Cross-Section Analysis – Technical Memorandum #4 - Consultant shall review existing cross sections, intersection geometrics in the industrial area. AutoTurn must be utilized to examine the needs for truck turning movements. Consultant shall prepare a brief technical memorandum (2-3 pages) (**Technical Memorandum #4**) summarizing existing compared to standard engineering specifications for industrial roadway cross sections, intersection geometry, and location of on-street parking.

2.10 TAC and CAC Meetings #2 - City shall provide logistics and facilitate TAC Meeting #2 and CAC Meeting #2 – a meeting to review the existing and future baseline transportation conditions. Consultant shall present an overview of TSP Chapter 3 and TSP Chapter 4. Consultant shall lead a discussion on developing alternatives to meet the transportation system deficiencies.

2.11 Final TSP Chapters 3 and 4 – Based on comments received from the City, ODOT, TAC, CAC, or other interested parties, Consultant shall finalize TSP Chapter 3 and TSP Chapter 4.

City Deliverables:

- 2A Assemble Background Documents
- 2B Transportation Inventory GIS Files
- 2C PMT Meeting #1 Logistics
- 2D Consolidated Comments on Technical Memorandum #2
- 2E Consolidated Comments on Technical Memorandum #3
- 2F Transportation Revenue Summary
- 2G Safe Routes to School Information/Coordination with School District Staff
- 2H Consolidated Comments on Draft TSP Chapter 3
- 2I Consolidated Comments on Draft TSP Chapter 4
- 2J Consolidated Comments on Technical Memorandum #4
- 2K CAC and TAC Meetings #2 Logistics

Consultant Deliverables:

- Technical Memorandum #2 – Background Document Review
- Existing Transportation System and Land Use GIS Maps
- PMT Meeting #1 – Review of GIS Maps
- Technical Memorandum #3 – Future Forecasts
- Draft TSP Chapter 3 – Existing Conditions and Needs
- Draft TSP Chapter 4 – Future Conditions and Needs
- Technical Memorandum #4 – Industrial Area Roadway Cross Sections
- CAC and TAC Meetings #2
- Final TSP Chapters 3 and 4

Work tasks to be completed within twelve (12) weeks of NTP or as requested by Agency

TASK 3: Alternatives Analysis

The purpose of this task is to have a well-managed planning, analysis and review process with shared responsibilities between the PMT, Consultant, City and Agency Project Managers. Objectives include all of the following:

- Focusing on key activities for the TSP Update, to develop and evaluate options to address Canby's multimodal transportation needs.
- Consider feasibility of proposed transportation projects and programs in terms of livability, environmental and fiscal impacts.
- Recommend transportation package with modal systems, improvement projects and strategies to address

current and future needs.

- Develop a prioritized, financially constrained transportation project list with implementation timeframes.
- Assess stakeholders and community support for transportation options and specific projects.
- Assess suitability of Special Transportation Area (STA) designation for OR 99E downtown.
- If it appears infeasible to meet Oregon Highway Plan mobility standards for OR 99E within the plan horizon due to financial and other constraints for improvement, assess for the traffic impacts of applying a lower, alternate mobility standard downtown, and on other segments of OR 99E. If the impacts of the alternate mobility standard are unacceptable, explore options to develop a trip allocation program or other method to reduce traffic demand.

3.1 Community Workshop #1 - City and Consultant shall cooperatively plan and co-facilitate discussions at a Community Workshop. City shall schedule Community Workshop, provide notification, meeting room and set-up, produce and distribute public information on the City website, newsletter, and through a press release. Consultant shall present an overview of the project's purpose and findings of TSP Chapter 3 and TSP Chapter 4 through use of written handouts, display boards, or other visual media (e.g., PowerPoint). The public will be provided the opportunity to offer input on the goals and objectives of the plan, as well as suggestions for transportation system alternatives to be considered when developing alternatives to meet the transportation system deficiencies.

3.2 ODOT Alternatives Meeting – Consultant shall facilitate a working session with ODOT Region 1 and City staff to consider project and policy alternatives to meet identified transportation system deficiencies, including policy components (e.g., STA feasibility) and the acceptability of evaluating a lower mobility standard for OR 99E in Canby.

3.3 PMT Meeting #2 – City shall coordinate PMT Meeting #2 to review alternatives suggested from the TAC, CAC, Community Workshop, and ODOT. Consultant shall provide sketch level analysis (e.g., preliminary travel forecast assignments and comparison to project goals) to guide the discussion.

3.4 CAC & TAC Meetings #3 - City shall provide logistics and facilitate CAC and TAC Meetings #3 – a meeting to review preliminary alternatives for meeting transportation system deficiencies and to choose alternatives for full analysis. Consultant shall present sketch level analysis (e.g., preliminary travel forecast assignments and comparison to projects goals) to guide the discussion on selecting alternatives for further evaluation.

3.5 Draft Transportation System Solutions Report - Consultant shall prepare the Draft Transportation System Solutions Report, a package of solutions and strategies for addressing deficiencies and needs identified in the Final TSP Chapters 3 and 4. This step shall first include identifying improvements and strategies to improve the existing system that do not add capacity i.e. transit, TDM (Transportation Demand Management) (e.g., reduction of single occupancy vehicle (SOV) trips or trip management programs) and TSM (Transportation System Management) (e.g., corridor management or Intelligent Transportation System (ITS) strategies) improvements and then adding capacity improvements where still needed. Up to 5 packages of solutions will be evaluated. Solutions and strategies should be developed to avoid and/or minimize impacts to environmental resources where possible (Overlay of proposed facilities with Goal 5 areas must be reviewed to identify potential impacts). Consultant shall prepare a complete list of planned improvements for all modes and strategies with planning level cost estimates and identification of potential funding sources. This step must include an analysis about whether or not the proposed package of solutions and strategies are consistent with Final TSP Chapter 2. Consultant shall provide to City and WOCPM for their review and comment.

3.6 STA Suitability Evaluation: Technical Memorandum #5 – Consultant shall review characteristics and planned improvements on OR 99E, as well as the future potential for the corridor based on the City's

Downtown Development Code. Consultant shall prepare a brief technical memorandum (2-3 pages) (Technical Memorandum #5) summarizing the appropriateness of an STA designation (per Oregon Highway Plan guidelines) for OR 99E in downtown Canby.

- 3.7 Industrial Area Connectivity Analysis: Technical Memorandum # 6** – Consultant shall utilize the travel forecasts prepared for the alternatives analysis to examine the local street network within the Canby Pioneer Industrial Park and determine if additional on-site connectivity is needed. In addition, Consultant shall examine connectivity of the Canby Pioneer Industrial Park to the surrounding transportation network to serve future growth and to determine traffic volume impacts on the surrounding neighborhoods. Consultant shall prepare a brief technical memorandum (3 to 5 pages) (Technical Memorandum #6) summarizing the recommendations for the Canby Pioneer Industrial Park to be included in the TSP.
- 3.8 Community Briefings** – City shall hold up to 5 neighborhood briefings and conduct up to 8 stakeholder briefings to summarize the Draft Transportation Solutions Report recommendations. City shall prepare a written summary of the comments received.
- 3.9 CAC and TAC Meetings #4** - City shall provide logistics and facilitate CAC and TAC Meetings #4 – a meeting to review the Draft Transportation Solutions Report. Consultant shall present an overview of alternatives analysis and funding evaluation. City shall summarize input from the Community Briefings on the Draft Transportation Solutions Report.
- 3.10 Final Transportation Solutions Report** – Based on comments received from the City, ODOT, TAC, CAC, or other interested parties, Consultant shall finalize the Transportation Solutions Report.

City Deliverables:

- 3A Community Workshop #1 Logistics
- 3B PMT Meeting #2 Logistics
- 3C CAC and TAC Meetings #3 Logistics
- 3D Consolidated Comments on Draft Transportation Solutions Report
- 3E Consolidated Comments on Technical Memorandum #5
- 3F Consolidated Comments on Technical Memorandum #6
- 3G Community Briefings
- 3G CAC and TAC Meetings #4 Logistics

Consultant Deliverables:

- Community Workshop #1
- ODOT Alternatives Meeting
- PMT Meeting #2 – Alternatives Screening
- CAC and TAC Meetings #3
- Draft Transportation Solutions Report
- Technical Memorandum #5 – STA Suitability
- Technical Memorandum #6 – Industrial Area Connectivity
- CAC and TAC Meetings #4 – Alternatives analysis and funding evaluation
- Final Transportation Solutions Report

Work tasks to be completed within sixteen (16) weeks of NTP or as requested by Agency

TASK 4: Draft Transportation System Plan (TSP) Preparation

The purpose of this task is to develop a Public and Stakeholder Involvement Plan (PIP) to gain input from stakeholders and the public throughout the duration of the TSP process at key milestones.

Objectives:

- Review existing Canby plans and ordinances, and recommend revisions to implement the Canby TSP Update and to address regulatory requirements.
- Summarize steps necessary for ODOT adoption of Special Transportation Area and alternate mobility standards or OR 99E, if proposed.
- Prepare a Draft Canby TSP and implementing ordinances for final technical review, public review and decision making.

- 4.1 Implementing Ordinances – Technical Memorandum #7.** Consultant shall prepare Draft Ordinance Amendments to the Comprehensive Plan and Development Code to bring them into compliance with Draft TSP, OTP, and TPR. The Draft Ordinance Amendments must be presented in Technical Memorandum #7.
- 4.2 Draft TSP Preparation** - Consultant shall prepare the Draft TSP, a well organized, easy-to-understand document that has been compiled from the chapters and technical memoranda from prior tasks and incorporates the various comments and suggestions made by the TAC, CAC, City, ODOT, or other interested parties. The Draft TSP must address and meet the current requirements of the OTP and TPR. Consultant shall draft Chapter 1 as a stand-alone Executive Summary written in lay terms that can be distributed to the public as TSP educational material.
- 4.3 PMT Meeting #3** – City shall coordinate PMT Meeting #3 to review the Draft TSP. Consultant shall provide sketch level analysis (e.g., preliminary travel forecast assignments and comparison to project goals) to guide the discussion.
- 4.4 CAC and TAC Meetings #5** - City shall provide logistics and facilitate CAC and TAC Meetings #5 – a meeting to review the Draft TSP. Consultant shall present an overview of the Draft TSP and implementing ordinances.
- 4.5 Joint City Council/Planning Commission Work Session** – City shall provide logistics and facilitate a joint City Council/Planning Commission work session. Consultant shall prepare and present a PowerPoint presentation with an overview of the Draft TSP and implementing ordinances.
- 4.6 Community Workshop #2** - City and Consultant shall cooperatively plan and co-facilitate discussions at a Community Workshop. City shall schedule Community Workshop, provide notification, meeting room and set-up, produce and distribute public information on the City website, newsletter, and through a press release. Consultant shall present an overview of the Draft TSP through use of written handouts, display boards, and other visual media (e.g., PowerPoint). The public will be provided the opportunity to offer comments.
- 4.7 Recommended TSP** - Consultant shall incorporate feedback from the City, ODOT, TAC, CAC, Community Work Shop, Joint City Council/Planning Commission Work Session, and other interested parties into a Recommended Canby TSP. Consultant shall prepare a comment log with proposed changes, a response to each comment, and make modifications where appropriate. Consultant shall provide 1 electronic copy (CD) to the City project manager and 1 electronic copy (CD) the ODOT Work Order Project Manager. City shall reproduce materials for distribution for the adoption hearings.
- 4.8 Adoption of Canby TSP and Implementing Ordinances** - City shall schedule, notify and conduct City Council adoption hearings. Notice to DLCD shall be provided a minimum of 45 days prior to the first scheduled City Council hearing. If revisions have been made to the TSP prior to adoption, City shall provide 3 hardcopies and 1 electronic version (on CD) of the final Adopted Canby TSP to ODOT Project Manager and 1 hardcopy and 1 electronic version on CD to DLCD.

City Deliverables:

- 4A Consolidated Comments on Technical Memorandum #7
- 4B PMT Meeting #3 Logistics
- 4C Consolidated Comments on Draft TSP
- 4D TAC/CAC Meeting Series #5 Logistics
- 4E Joint City Council/Planning Commission Work Session Logistics
- 4F Community Workshop #2 Logistics
- 4G City Council Adoption Hearings
- 4H Final Adopted Canby TSP (Hardcopies and CDs)

Consultant Deliverables:

- Technical Memorandum #7 – Implementing Ordinances
- Draft TSP
- PMT #3 – Review Draft TSP
- TAC/CAC Meeting Series #5
- Joint City Council/Planning Commission Work Session
- Community Workshop #2
- Recommended City of Canby TSP (CDs)

Work tasks to be completed within twenty (20) weeks of NTP or as requested by Agency

Tasks/ Deliverables	Deliverable	Lump Sum Per Deliverable
1	Project Initiation	\$11,000
1.2	Project Schedule	\$3,500
1.3	Tech. Memo #1 - PI Plan	\$3,000
1.4	TAC and CAC Meetings #1	\$2,750
1.4	Draft TSP Chapter 2	\$1,750
2	Existing Conditions and Future Needs	\$56,850
2..2	Tech Memo #2 - Background Document Review	\$4,000
2.4	Land Use Data Set, Existing System GIS Maps	\$12,000
2.5	PMT #1 - Review GIS Maps and Land Use	\$1,000
2.6	Draft TSP Chapter 3	\$14,600
2.7	Tech Memo #3 - Future Forecasts	\$11,300
2.8	Draft TSP Chapter 4	\$7,500
2.9	Tech Memo #4 - Industrial Area Cross-Sections	\$1,000
2.10	TAC and CAC Meetings #2	\$1,750
2.11	Final TSP Chapters 3 and 4	\$3,700
3	Alternatives Analysis	\$41,450
3.1	Community Workshop #1	\$7,000
3.2	ODOT Alternatives Meeting	\$1,500
3.3	PMT Meeting #2 - Alts Screening	\$4,500
3.4	TAC and CAC Meetings #3	\$1,500
3.5	Draft Transportation Solutions Report	\$18,000
3.6	Tech Memo #5 - SIA Suitability	\$1,500
3.7	Tech Memo #6 - Industrial Area Connectivity	\$1,000
3.9	TAC and CAC Meetings #4	\$1,750
3.10	Final Transportation Solutions Report	\$4,700
4	Draft TSP Preparation	\$32,150
4.1	Tech Memo #7 - Implementing Ordinances	\$5,500
4.2	Draft TSP	\$11,650
4.3	PMT #3 - Review Draft TSP	\$1,500
4.4	TAC and CAC Meetings #5	\$2,500
4.5	Joint City Council/Planning Commission Worksession	\$2,000
4.6	Community Workshop #2	\$6,500
4.7	Recommended City of Canby TSP 2010	\$2,500
	Total Project Budget	\$141,450

Canby TSP Study Intersections

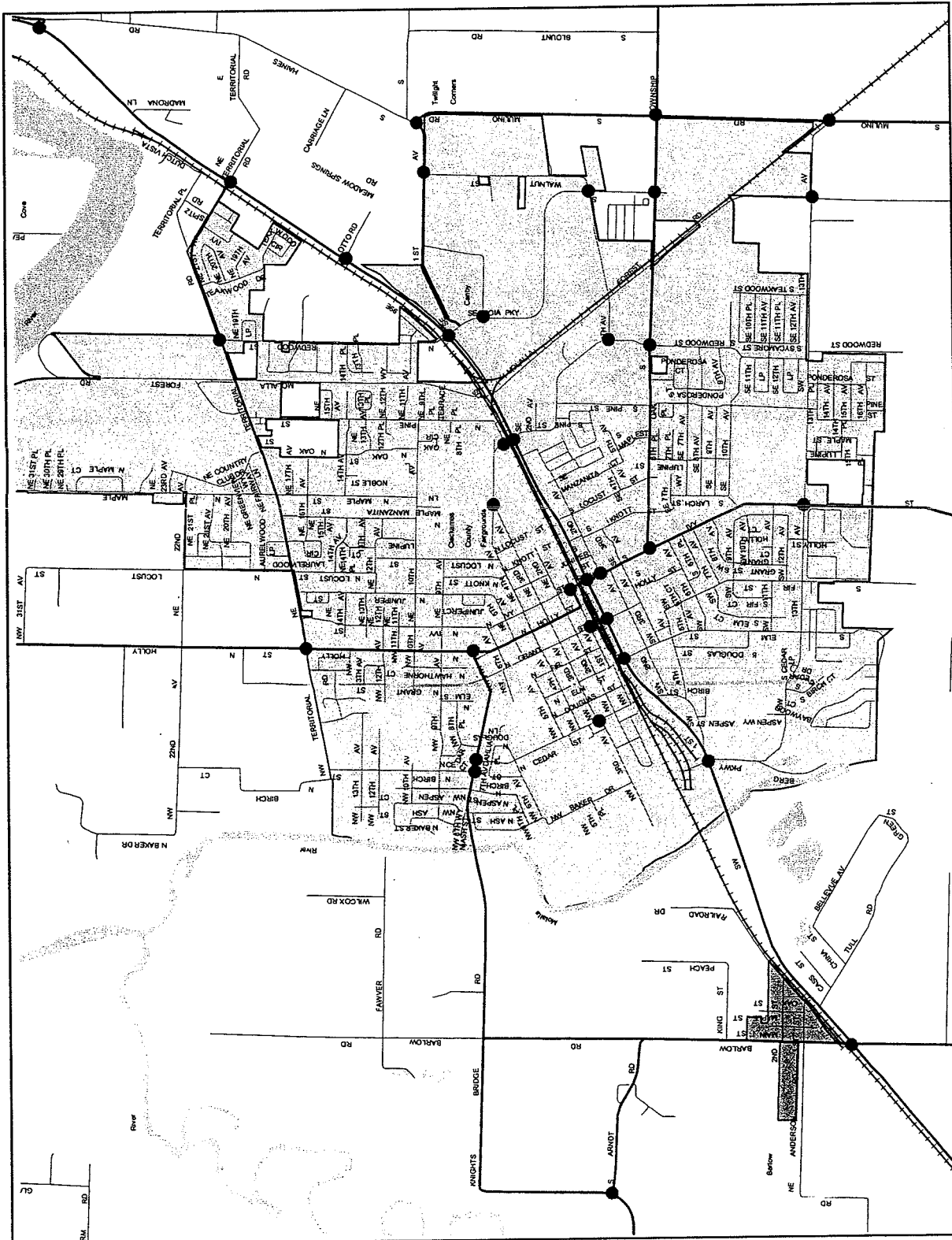


EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

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

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

AGENCY OFFICIAL CERTIFICATION (ODOT)

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

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

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

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

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

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

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

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

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

EXCEPTIONS:

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

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

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

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

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

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

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

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

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

- Appendix B of 49 CFR Part 29 -

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

Instructions for Certification

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

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

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

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

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

IV. EMPLOYMENT

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

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

V. NONDISCRIMINATION

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

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

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

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

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

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

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

DBE POLICY STATEMENT

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

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

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

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

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

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

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

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

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

VII. LOBBYING

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

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

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

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

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

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

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

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

