

Amendment No. 4
TGM Grant Agreement No. 19373
TGM File Code 2J-01
EA# TGM5GT11

AMENDMENT NO. 4

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as "ODOT" or "Agency", and City of Newberg, hereinafter referred to as "City", entered into an intergovernmental agreement on March 25, 2002, Amendment #1 on June 21, 2002, Amendment #2 on September 18, 2002, and Amendment #3 on April 21, 2003 (collectively "Agreement"). Said Agreement covers a Transportation and Growth Management grant for City of Newberg, Transportation System Plan Refinement.

It has now been determined by ODOT and City that the Agreement referenced above, although remaining in full force and effect, shall be amended by this Amendment to remove Task 6 work that overlaps with the Newberg-Dundee Transportation Improvement Project and add public involvement for the adoption of the Transportation System Plan.

The current Exhibit A, the Statement of Work, shall be replaced by the "Revised Exhibit A, Statement of Work", attached hereto and by this reference made a part hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and their seals as of the day and year hereinafter written.

The Oregon Transportation Commission on February 13, 2002, approved Delegation Order No. 2, which authorizes the Director 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 or a line item in the biennial budget approved by the Commission.

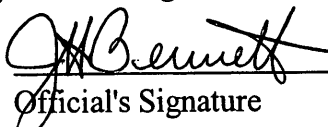
Pursuant to letter of authority dated July 9, 2001, the Director hereby delegates signature authority to Craig Greenleaf the authority to sign intergovernmental agreements and personal services contracts over \$75,000.

STATE OF OREGON, by and through
its Department of Transportation

By 
Craig Greenleaf
Division Administrator, Transportation
Development Division

Date 10-27-03

City of Newberg

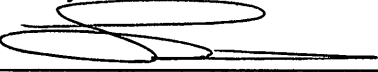
By 
Official's Signature

Date 10/22/03

11-8-04

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

By 
(Official's Signature)

Date 10/21/03

Project Contacts

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Revised Exhibit A

Part 1 of 2

STATEMENT OF WORK

Transportation System Plan Refinement

PROJECT COOPERATION

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

The personal services contract (for the purposes of the quoted language below the "Contract") with the personal services contractor ("Contractor") shall contain the following provisions:

"In this Contract the Contractor shall only be responsible for those deliverables assigned to the Contractor. All work assigned to other entities are not bound by this Contract, but shall be bound by separate Intergovernmental Agreements which contain the same statement of work found in the Contract. The references to all parties in this statement of work other than the Contractor are merely for informational purposes and are in no way binding, nor are they parties to this contract. Any tasks or deliverables assigned to a sub-contractor shall be construed as being the responsibility of the Contractor.

Any Contractor 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 Contractor shall provide written notice (email acceptable) to Agency Contract Administrator of any deliverables that may be delayed due to lack of cooperation by other entities referenced in the statement of work.
2. Agency Contract Administrator shall contact the non-cooperative entity/s to discuss the matter and attempt to correct the problem and/or expedite items determined to be delaying the Contractor/project.

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

If Agency determines that any deliverables are not acceptable and that any deficiencies are the responsibility of the Contractor, Agency shall prepare a detailed written description of any deficiencies and an associated time frame for correction, and deliver such notice to Contractor. Contractor shall correct any deficiencies at no cost to the Agency. If the corrective work causes any project delays, the Contractor will submit a plan for regaining the project schedule for remaining work under the Contract, unless otherwise allowed by Agency. If Agency determines the Contract schedule must be modified, a contract amendment will be initiated. If the identified deficiencies have not been corrected within the specified timeline, Agency may, in accordance with Section 13 of this Contract: (i) terminate this Contract without payment or any further obligation or liability of any kind; or (ii) require Contractor to continue to correct the deficiencies, reserving this same right to terminate at any time.

Key Personnel. Contractor acknowledges and agrees that Agency selected Contractor, and is entering into this Contract, because of the special qualifications of Contractor's key people. In particular, Agency through this Contract is engaging the expertise, experience, judgment, and personal attention of Julia Kuhn, Dan Seeman, Anthony Yi, Frank Angelo, and Elaine Cogan ("Key Personnel"). Contractor's Key Personnel shall not delegate performance of the management powers and responsibilities he/she is required to provide under this Contract to another (other) Contractor employee(s) without first obtaining the written consent (email acceptable) of Agency. Further, Contractor shall not re-assign or transfer a Key Person to other duties or positions such that a Key Person is no longer available to provide Agency with his/her expertise, experience, judgment, and personal attention, without first obtaining Agency's prior written consent to such re-assignment or transfer. In the event Contractor requests that Agency approve a re-assignment or transfer of a Key Person, Agency shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the a Key Person. Any approved substitute or replacement for a Key Person shall be deemed a Key Person under this contract."

Definitions

Agency/ODOT – Oregon Department of Transportation
City – City of Newberg
DLCD - Department of Land Conservation and Development
EIS – Environmental Impact Statement
GIS – Geographic Information Systems
ITS – Intelligent Transportation System
NDTIP - Newberg-Dundee Transportation Improvement Project
OHP – Oregon Highway Plan
TAC – Technical Advisory Committee
TAZ – Traffic Analysis Zone
TGM – Transportation and Growth Management
TPAU – Transportation Planning and Analysis Unit
TPR – Transportation Planning Rule
TSP – Transportation System Plan

Project Purpose/Transportation Relationship and Benefits

The City of Newberg (City) is located approximately 25 miles southwest from the City of Portland. City's population grew rapidly in the last decade, from a population of approximately 13,000 in 1990 to 18,000 in 2000, which has placed increasing strain on the local transportation network. Additionally, growth in other parts of Oregon affects State Highway 99W, the principal transportation route between the Portland metropolitan area and the Pacific Coast.

The Oregon Department of Transportation (ODOT) is currently studying potential solutions to 99W congestion through the Newberg-Dundee Transportation Improvement Project (NDTIP). As part of this effort, the NDTIP is considering a number of methods - the Transportation Management and Land Use Elements (Figure A) - including construction of a bypass, increased transit service, and plan and policy changes to protect existing commercial areas and maintain the through function of a bypass. The release of the draft Location Environmental Impact Statement (EIS) for the proposed bypass is expected in March 2002. City is desirous that the bypass becomes an asset by diverting through trips out of the downtown and other areas. City also intends the bypass not increase pressure for development inconsistent with City's Comprehensive Plan and compete with existing commercial areas.

The Transportation System Plan Refinement will establish a set of land use and transportation measures and plans to incorporate and protect state and local transportation investments and to maintain local character. Development and access standards will be developed to ensure that a bypass has minimal impact on the City's planned uses and the through function of the bypass is protected. A local street plan will be developed to ensure there are sufficient crossings and

parallel routes so the bypass does not present a barrier to community cohesion and there is adequate local circulation for local trips off of state highways. The Transportation System Plan (TSP) adopted in 1994 will be updated to address changed local conditions and to incorporate the bypass and its related measures. ODOT will assist the general update effort by developing a comprehensive travel demand model that will forecast travel time and traffic volumes for the year 2025; this effort will be a parallel, but separately funded, project.

Project Objectives

The objectives of the Transportation System Plan Refinement include the following:

- A. To incorporate the NDTIP preferred alternative and associated measures into the TSP by:
 - 1) *Creating development standards that insure that development along the bypass route does not detract from downtown and other areas (NDTIP Transportation Management and Land Use Elements 16 through 20).* A major improvement such as the bypass has the ability to attract development away from the City's desired locations – downtown and other planned and existing areas. In time, the incremental affect of improperly sited uses will negate the positive transportation benefit.
 - 2) *Providing a Coordinated Plan for Circulation along the Bypass and Near Interchanges (NDTIP Transportation Management and Land Use Elements 8, 11 and 12).* Proper planning will integrate the bypass into the fabric of the City so that it is an asset rather than a liability. The Transportation System Plan Refinement will re-examine the 1994 TSP's existing and future recommended collector and arterial street plan to determine the number and locations of street crossings needed to keep the bypass from being a barrier to local circulation within the existing Urban Growth Boundary.
 - 3) *Providing a Plan for Managing Bypass Interchanges (NDTIP Transportation Management and Land Use Elements 15).* Interchanges should provide safe and convenient access to the bypass yet not attract inappropriate development that will degrade the intended bypass function. To protect the bypass for through travel, the Transportation System Plan Refinement will develop, at identified interchanges/connections, plans and code language to limit driveways, plan for local street connections, and restrict highway-oriented development.
 - 4) *Developing a Plan for Highway 99W (NDTIP Transportation Management and Land Use Elements 6, 7, and 10).* Highway 99W will serve primarily local traffic after the bypass is constructed. The Transportation System Plan

Refinement will consider the desired character of the highway and develop a set of improvements and code language changes to implement the plan.

- 5) *Coordinating Transit Improvements (NDTIP Transportation Management and Land Use Elements 1 through 5)*. The Transportation System Plan Refinement will give the City and other stakeholders an opportunity to plan for the location of future transit stations and park-and-ride lots and the appropriate plan and code amendments to implement future service. Generalized transit routes will be developed that service activity centers.
 - 6) *Encouraging Transportation and Demand Management Measures (NDTIP Transportation Management and Land Use Element 14)*. Efficient use of transportation infrastructure lengthens the useful life of capacity improvements. The Transportation System Plan Refinement will consider appropriate measures and develop a set of strategies and plan and code language changes to further them.
- B. To address the requirements of the Transportation System Planning Guidelines 2001 by:
- 1) Updating present and projected data to more accurately reflect current community conditions and needs.
 - 2) Updating the 1994 TSP to include requirements of the Oregon Highway Plan (OHP) and to address changes to the Transportation Planning Rule (TPR).

STATEMENT OF WORK

All of Contractor's final text products must be provided in Word Perfect 8.0 and all electronic maps must be produced in ArcView 3.2. All Contract deliverables must be provided simultaneously in hard copy and electronic version to City and Contract Administrator pursuant to the Schedule and the contract requirements, unless otherwise stated. Contractor must provide the number of copies of meeting materials appropriate to expected number of attendees for Tasks 3 through 8, unless otherwise stated. City must provide the number of meeting materials appropriate to expected number of attendees for Tasks 1, 2, and 9. City shall be responsible for all meeting scheduling, notices, mailings, refreshments, and minutes unless otherwise stated.

Contractor will enter this project - after milestone determination at the completion of Task 2 and will receive authorization to proceed to the subsequent milestone via ODOT's Letter to Proceed at each milestone determination. A registered engineer must prepare the roadway and intersection volume-to-capacity analysis.

Task 1: Update Background Data (City task)

Objective: To provide accurate, up-to-date information to Contractor for use in modeling and preparing TSP.

Subtasks:

- 1.1 City shall develop Existing Conditions land use/demographic data for the model base year (2000). Traffic Analysis Zone (TAZ) data tables for Existing Conditions shall follow the boundaries in the 1994 TSP. City shall utilize its Geographic Information System (GIS) data regarding existing development to build the data tables.
- 1.2 City shall develop land use/demographic data for the model Forecast Year (2025). TAZ data tables must follow the boundaries in the 1994 TSP. City shall utilize its Buildable Lands Inventory developed as part of Periodic Review and expectations regarding the probable locations of development to build the data tables.
- 1.3 City shall prepare GIS format map(s) of local arterials, collectors, and important local streets for use in Task 2 modeling.
- 1.4 City shall compile local and state plans, goals and policies, rules, and codes relevant to updating the 1994 TSP, such as the 1999 OHP and revisions to the TPR.
- 1.5 City shall update system inventories from 1994 TSP.
- 1.6 City shall update constraints from 1994 TSP
- 1.7 City shall identify and appoint Technical Advisory Committee (TAC) members from the appropriate state, regional, and local agencies. The TAC must be comprised of, at a minimum, staff of: ODOT Region 2, ODOT District 3, ODOT Transportation Planning and Analysis Unit (TPAU), Department of Land Conservation and Development (DLCD), Yamhill County, and other agencies as necessary to provide technical expertise with subjects such as traffic, land use, and natural resources. The TAC will provide the technical and regulatory parameters early in the project to review and guide the development of possible outcomes
- 1.8 City shall schedule, notice, and lead TAC Meeting #1 in Month 3 to review data tables and updated inventories.

Schedule: Months 1 through 8

City Deliverables:

- A. Existing Conditions (2000) TAZ housing and employment data tables.
- B. Forecast Year (2025) TAZ housing and employment data tables.
- C. GIS format map(s) of arterials, collectors, and important local streets within City that contains:
 - 1) Posted speeds
 - 2) Number of travel lanes
 - 3) Intersection controls
- D. Relevant local and state plans, goals and policies, rules, and codes, including but not limited to: 1997 TSP; City's Comprehensive Plan, zoning ordinances, development code, and subdivision code; 1999 OHP; and the TPR.

E. Updated system inventories in GIS format for:

- 1) Streets
- 2) Existing pavement conditions
- 3) Bridges
- 4) Dedicated rights-of-way
- 5) High accident locations
- 6) Sidewalks
- 7) Bicycle routes
- 8) Public transportation services
- 9) School bus routes
- 10) Activity center locations, such as school and park sites
- 11) Truck routes/freight movement
- 12) Railways and air

F. Updated constraints inventories in GIS format for:

- 1) Wetlands
- 2) Natural areas
- 3) Historic buildings
- 4) Cemeteries
- 5) Publicly-owned land such as utilities, parks and schools
- 6) Waterways

G. List of TAC members with mailing addresses, phone numbers, and e-mail addresses.

H. Administrative duties and facilitation of TAC Meeting #1 in Month 3.

Contractor Deliverables:

None

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 8,839	\$ 8,839
City Engineer	3 hrs.	132	
Senior Engineer	10 hrs.	370	
CAD Operator	146 hrs.	3,942	
City Planner	26 hrs.	1,092	
Planning Technician	107 hrs.	3,103	
Support	8 hrs.	200	
City Direct		\$ 50	\$ 50
Contractor		\$ 0	\$ 0
Task Total		\$ 8,889	\$ 8,889

Milestone

Contract Administrator's review of completion of City Deliverables 1.A and 1.C through 1.G shall be completed by end of Month 3 from Intergovernmental Agreement execution. Contract Administrator review of progress towards completion of City Deliverable 1.B shall be completed by end of Month 3 from Intergovernmental Agreement execution. Contract Administrator shall determine if above deliverables are sufficiently complete or underway to proceed with remaining tasks. Contract Administrator shall advise City of decision regarding termination or remedy.

Task 2: Project Kick-Off (City task)

Objective: To inform affected parties of project parameters and schedule.

Subtasks:

- 2.1 City shall schedule, notice, and lead Kick-Off meeting (Public Event #1). City shall invite TAC, Planning Commission, and City Council members, as well as members of the public. City shall present project goals, schedule, and anticipated products and gather input.
- 2.2 City shall schedule, notice, and lead City Council Meeting #1. City shall prepare annotated outline of plan, policy, and code areas proposed for revision.
- 2.3 City Council endorses annotated outline of NDTIP Transportation Management and Land Use Elements to be amended and included in Statement of Work as Contractor tasks.

Schedule: Months 2 through 4

City Deliverables:

- A. Administrative duties and facilitation of Kick-Off Meeting (Public Event #1) and City Council Meeting #1.
- B. NDTIP Transportation Management and Land Use Elements Outline - Annotated outline of the specific plan, policy, and code areas proposed for revision. The outline must include chapters and sections of the:
 - 1) Comprehensive Plan
 - 2) TSP
 - 3) Zoning Code
 - 4) Development Ordinances
 - 5) Subdivision ordinances.The outline must include the scope and likely types of changes to the specific areas necessary to implement the NDTIP Transportation Management and Land Use Elements. The outline must be provided to Contract Administrator three weeks before City Council Meeting #1.
- C. City Council Meeting #1 minutes.

Contractor Deliverables:

None

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 1,598	\$ 10,437
City Engineer	2 hrs.	88	
Senior Engineer	6 hrs.	222	
City Planner	20 hrs.	840	
Planning Technician	12 hrs.	348	
Support	4 hrs.	100	
City Direct		\$ 200	\$ 250
Contractor		\$ 0	\$ 0
Task Total		\$ 1,798	\$ 10,687

Milestone

Contract Administrator reviews City Council minutes and action regarding NDTIP Transportation Management and Land Use Elements. Contract Administrator shall advise City of decision regarding addition of Contractor to Statement of Work. If decision is affirmative, Contractor shall be added and shall receive authorization to proceed to the subsequent milestone via ODOT's Letter to Proceed.

Task 3: Prepare Travel Demand Model (ODOT and City task)

Objective: To update and improve computer modeling of City to allow for improved decisions regarding local needs and solutions.

Subtasks:

- 3.1 ODOT collects traffic counts at appropriate locations throughout City for use in model calibration, to provide link volumes, and for preparing level-of-service analysis at the 25 intersections in Figure B.
- 3.2 ODOT TPAU develops and calibrates a new Existing Conditions and Forecast Year No-Build Alternative travel demand model of City using Task 1 deliverables and Subtask 3.1 counts. ODOT TPAU shall include City of Dundee in model as data permits.
- 3.3 ODOT TPAU prepares tables and GIS format maps of model output.

Schedule: Months 2 through 13

City Deliverable:

- A. Assistance in and review of ODOT TPAU model development.

Contractor Deliverables:

None

ODOT Deliverables (To be prepared using funds outside of the Transportation and Growth Management (TGM) grant):

- A. Existing Conditions and Forecast Year No-Build Alternative Travel demand model of City.
- B. Model output (printed and electronic copy in GIS format) including:
 - 1) Travel time for all origin destination pairs between TAZs
 - 2) Travel time and auto volume for all links that connect TAZs
 - 3) Screenline, cutline, and link volumes for key highways, arterials, and collectors throughout City
 - 4) Link and zone assignments
 - 5) Intersection turning movement volumes at key intersections for Existing and Forecast Year conditions.

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 580	\$ 11,017
City Engineer	2 hrs.	88	
Senior Engineer	8 hrs.	296	
CAD Operator	2 hrs.	54	
City Planner	2 hrs.	84	
Planning Technician	2 hrs.	58	
City Direct		\$ 0	\$ 250
Contractor		\$ 0	\$ 0
Task Total		\$ 580	\$ 11,267

Task 4: Develop Draft Policy, Code, and Ordinance Revisions

Objective: To begin preparation of needed changes to land use plans, policies, codes, and ordinances to implement the NDTIP Transportation Management and Land Use Elements; to comply with the TPR, State plans and policies; and to address local changes which have occurred since 1994.

Subtasks:

- 4.1 Contractor shall prepare a strikethrough/underline version of the Comprehensive Plan and Land Use Code to which identifies areas that are inconsistent with or missing language to comply with the TPR and OHP, and to carry out the NDTIP Transportation

Management and Land Use Elements. Version includes input, as appropriate, from Public Event #1 and TAC Meeting #1.

- 4.2 City shall schedule and notice TAC Meeting #2. Contractor shall provide a hard and electronic copy of the strikethrough/underline version of the Comprehensive Plan and Land Use Code to all members of TAC ten calendar days prior to TAC Meeting #2.
- 4.3 Contractor shall facilitate TAC Meeting #2 to gather technical review and input on strikethrough/underline version of the Comprehensive Plan and Land Use Code. In cases where contradictory input is provided, City shall resolve conflict prior to Contractor preparing revision in Subtask 4.6.
- 4.4 City shall schedule and notice City Council Meeting #2.
- 4.5 Contractor shall facilitate City Council Meeting #2 and solicit input on strikethrough/underline version of the Comprehensive Plan and Land Use Code.
- 4.6 Contractor shall prepare a single revision to the strikethrough/underline version of the Comprehensive Plan and Land Use Code based on TAC Meeting #2 and City Council Meeting #2 input. In cases where Council members provide contradictory input, City shall resolve conflict prior to Contractor preparing revision.

Schedule: Months 6 through 14

City Deliverables:

- A. Administrative duties and facilitation, secondary to Contractor, of TAC Meeting #2 and City Council Meeting #2.

Contractor Deliverables:

- A. Strikethrough/underline versions of the Comprehensive Plan and Land Use Code. Versions must include:
 - 1) Ordinance and plan changes as identified in City Deliverable 2.B.
 - 2) Ordinance and plan changes to comply with the OHP and revisions to the TPR since 1994.
(Cost: \$12,100)
- B. Facilitation of TAC Meeting #2 and record of comments. A minimum of one key Contractor personnel must attend. (Cost: \$2,100)
- C. Facilitation of City Council Meeting #2. (Cost: \$1,200)

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 1,009	\$ 12,026
City Engineer	2 hrs.	88	
Senior Engineer	5 hrs.	185	
City Planner	11 hrs.	462	
Planning Technician	5 hrs.	174	
Support	4 hrs.	100	
City Direct		\$ 150	\$ 400
Contractor		\$ 15,400	\$ 15,400
Task Total		\$ 16,559	\$ 27,826

Milestone

Contract Administrator shall determine if Location EIS is sufficiently complete or underway to proceed with remaining tasks. Contract Administrator shall advise City and Contractor of decision regarding termination or amendment of Contract and Intergovernmental Agreement. . If decision is to continue, Contractor shall receive authorization to proceed to the subsequent milestone via ODOT's Letter to Proceed.

Task 5: Draft TSP Revisions

Objective: To begin TSP revisions following the Transportation System Planning Guidelines 2001.

Subtasks:

- 5.1 Contractor shall review Task 1 documents and inventories. Contractor shall review City Deliverable 2.B and make a determination of any additional changes needed to comply with the TPR and the 1999 OHP and to be consistent with the Transportation System Planning Guidelines 2001. Contractor shall revise City Deliverable 2B(2).
- 5.2 Contractor shall prepare existing conditions and Forecast Year No-Build volume-to-capacity analysis of roadways classified as either arterial or collector and the 25 intersections in Figure B.
- 5.3 City shall schedule and notice TAC Meeting #3. City shall copy and mail Contractor's work from Subtask 5.1 and updated inventories to the TAC.
- 5.4 Contractor shall facilitate TAC Meeting #3 to gather technical review and input on annotated outline and updated inventories, and analysis of existing operating conditions. Contractor shall solicit input on alternatives for subsequent Contractor analysis.
- 5.5 City shall schedule and notice Public Event #2. Contractor shall facilitate Public Event #2 to present analysis of Existing Conditions and Forecast Year No-Build Alternative.

- Contractor shall solicit input on the range of possible improvements to address transportation needs.
- 5.6 Contractor shall identify fifteen to thirty individual improvements to the Forecast Year transportation network to address the projected volumes in the Forecast Year no-build scenario from Task 3 and to meet local connectivity needs. Contractor shall assemble these improvements into four discrete groups (Alternatives) with transportation demand management and system management measures. Contractor shall send requests for ODOT TPAU modeling to Contract Administrator with written and graphical documentation of improvements. Contract Administrator shall forward requests to ODOT TPAU and advise Contractor of any additional required documentation.
- 5.7 Contractor shall produce two-page color newsletter that describes the TGM project and its relationship to NDTIP, describes the project status and upcoming Public Event #3, and highlights issues to elicit public comment. Contractor shall deliver one electronic version and one camera-ready copy of the newsletter. City shall mail the newsletter to interested parties two to three weeks prior to Public Event #3.
- 5.8 ODOT TPAU shall model the four Alternatives provided by the Contractor and shall provide the model output to the Contractor. Contractor shall post process results in accordance with "*Oregon Modeling Improvement Program Modeling Protocol, June 2001*." Contractor shall meet with ODOT TPAU up to two times to coordinate modeling effort.
- 5.9 Contractor shall prepare a roadway and intersection operations (volume-to-capacity and level of service) analysis of the model output for the four alternatives. Intersection operations analysis shall be performed on ten key study intersections for each alternative, intersection locations as agreed to in writing by City and Contract Administrator.
- 5.10 City shall schedule and notice TAC Meeting #4. City shall copy and mail Contractor's work from Subtasks 5.2, 5.6, 5.8 and 5.9 to the TAC two weeks prior to meeting. Contractor shall facilitate TAC Meeting #4 to present Forecast Year analysis. Contractor shall solicit input on the group of improvements and strategies for inclusion as the Preferred Alternative.
- 5.11 Contractor shall prepare a recommended list of improvements for a single preferred alternative. The list must include improvements to Highway 99W that improve operating conditions before and after construction of the bypass and reflect the desired character and function of the facility. ODOT TPAU shall run a model application of the Preferred Alternative using the procedures in Subtask 5.6. Contractor shall prepare a Forecast Year roadway and intersection operations analysis (volume-to-capacity and level of service) of the preferred alternative selected by the TAC. Intersection operations analysis shall be performed on the 25 intersections in Figure B.
- 5.12 City shall provide to Contractor a map in GIS format of twenty to thirty sites of appropriate size, location, and development status for use as transit stations and park-and-ride lots. Contractor shall prepare a list and maps of sites appropriate for transit stations and park-and-ride lots for incorporation in the TSP.

- 5.13 Contractor shall prepare a map of 5-7 bus routes that connect activity centers and Subtask 5.12 sites and which service higher-density neighborhoods.
- 5.14 Contractor shall prepare a Transportation Finance Plan to be incorporated into the updated TSP. Contractor shall review and update 1994 TSP Finance/Funding element to reflect current funding sources, City finances, and recent funding trends.
- 5.15 City shall schedule and notice Public Event #3. Contractor shall facilitate Public Event #3 to present and solicit input on analysis of Preferred Alternative and Contractor work from Subtasks 5.12, 5.13, and 5.14.
- 5.16 City shall schedule and Contractor shall facilitate three Planning Commission workshops to present and solicit input on analysis of Preferred Alternative and Contractor work from Subtasks 5.9 through 5.14.
- 5.17 Contractor shall prepare a strikethrough/underline version of the 1994 TSP which incorporates needed changes to comply with the TPR and OHP and input from the Public Event #1 and TAC Meeting #3.
- 5.18 City shall schedule and notice TAC Meeting #5. Contractor shall provide a hard and electronic copy of the strikethrough/underline version of the 1994 TSP to all members of TAC ten calendar days prior to TAC Meeting #5.
- 5.19 Contractor shall facilitate TAC Meeting #5 to gather technical review and input on strikethrough/ underline version of the 1994 TSP. In cases where contradictory input is provided, City shall resolve conflict prior to Contractor preparing revisions.
- 5.20 Contractor shall prepare a single revision to the strikethrough/underline version of the 1994 TSP based on TAC Meeting #5 and Planning Commission input.

Schedule: Months 6 through 21

City Deliverables:

- A. Administrative duties and facilitation, secondary to Contractor, of TAC Meetings #3, #4 and #5
- B. Notice, administrative duties, and facilitation, secondary to Contractor, of Public Events #2 and #3 and three Planning Commission Workshops.
- C. Review, duplication, and mailing of newsletter to interested parties.

ODOT TPAU Deliverables (To be prepared using funds outside of the TGM Grant):

- A. Four model applications/runs of Future Year Alternatives. Runs shall be started as quickly as possible, typically within 24 to 48 hours from receipt of acceptable written request from Contract Administrator. Runs output shall be provided to Contactor within five to ten working days for runs that include turning movements, select lines, and new routes.
- B. One model application/run of TAC Preferred Alternative. Run shall be started as quickly as possible, within 24 to 48 hours from receipt of acceptable written request from Contract Administrator. Run output shall be provided to Contactor within five to ten working days and include turning movements.

Contractor Deliverables:

- A. Revised City Deliverable 2.B(2) - Annotated outline of changes required to 1994 TSP to meet the requirements of the TPR and OHP and changes in local conditions. (Cost: \$4,600)
- B. Analysis of volume-to-capacity for existing arterial and collector roadways and 25 intersections in Figure B. (Cost: \$4,000)
- C. Four alternative groups of improvements to the transportation network to address the projected volumes in the no-build (Forecast Year) scenario from Task 3 and analysis of the operation (volume to capacity and level of service) for arterial and collector roadways and ten key study intersections for each alternative. At least one alternative must not include the bypass. Model output must be post processed in accordance with "*Oregon Modeling Improvement Program Modeling Protocol, June 2001.*" (Cost: \$16,900)
- D. Recommended list of improvements for a single preferred alternative, including Highway 99W improvements to alleviate operating conditions and to provide the desired character and function of the facility. Forecast Year roadway and intersection operations analysis (volume-to-capacity and level of service) of the preferred alternative selected by the TAC for the 25 intersections in Figure B. Model output must be post processed in accordance with "*Oregon Modeling Improvement Program Modeling Protocol, June 2001.*" (Cost: \$9,000)
- E. List and maps of appropriate transit facility sites for incorporation in TSP. (Cost: \$2,300)
- F. Maps of five to seven (5-7) bus routes for initial transit service to activity centers, transit stations and park-and-ride lots, and higher-density neighborhoods. (Cost: \$4,200)
- G. Strikethrough and underline version of the 1994 TSP. Version must include:
 - 1) Roadway access and performance measures and standards.
 - 2) State highway access management, segment designations and mobility standards.
 - 3) Accessibility to and standards for all modes of travel.
 - 4) Updated inventories and constraints from Task 1.
 - 5) Alternatives analysis and recommended improvements.
 - 6) Transportation Demand Management measures.
 - 7) Transportation Finance Plan, including identification of existing and potential local, state, and federal sources of funding and financing and including recent funding trends.(Cost: \$10,300)
- H. Two-page color newsletter. Newsletter must include project status, issues of concern, and information regarding coordination with NDTIP. (Cost: \$1,600)
- I. Facilitation of two meetings with TPAU to coordinate alternatives modeling effort. A minimum of one key Contractor personnel must attend. (Cost: \$1,800 each)
- J. Facilitation of TAC Meeting #3 and record of comments. A minimum of one key Contractor personnel must attend. (Cost: \$2,500)

- K. Facilitation of TAC Meeting #4 and record of comments. A minimum of one key Contractor personnel must attend. (Cost: \$3,000)
- L. Facilitation of TAC Meeting #5 and record of comments. A minimum of one key Contractor personnel must attend. (Cost: \$3,000)
- M. Facilitation of Public Event #2 and record of comments. A minimum of two key Contractor personnel must attend. (Cost: \$4,500)
- N. Facilitation of Public Event #3 and record of comments. A minimum of two key Contractor personnel must attend. (Cost: \$4,500)
- O. Facilitation of three Planning Commission Workshops. A minimum of one key Contractor personnel must attend. (Cost: \$2,500 per workshop)

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 900	\$ 12,926
Senior Engineer	4 hrs.	148	
City Planner	10 hrs.	420	
Planning Technician	8 hrs.	232	
Support	4 hrs.	100	
City Direct		\$ 275	\$ 675
Contractor		\$ 81,500	\$ 96,900
Task Total		\$ 82,675	\$ 110,501

Task 6: Develop Protections for Bypass Interchanges

Objective: To enhance and protect the through function of the bypass, prepare plan, policy, and ordinance changes for streets and lands adjacent to the interchanges proposed in the Location EIS.

Subtasks:

- 6.1 Contractor shall review the locations proposed for interchanges in the Location EIS and review the interchange maps prepared as part of the NDTIP EIS and the existing state and local policies and standards used to produce the maps. Contractor shall conduct background research into interchange area management planning. Contractor shall provide e-mails, letters, and meeting notes generated in review and research.

Schedule: Months 16 through 19.

City Deliverables:

None

Contractor Deliverables:

- A. E-mails, letters, and meeting notes generated during initial review and research
(Cost: \$3,000)

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 604	\$ 13,530
Senior Engineer	4 hrs.	74	
CAD Operator	2 hrs.	54	
City Planner	2 hrs.	252	
Planning Technician	6 hrs.	174	
Support	2 hrs.	50	
City Direct		\$ 250	\$ 925
Contractor		\$ 3,000	\$ 99,900
Task Total		\$ 3,854	\$ 114,355

Task 7: Public and City Council Review

Objective: To solicit community and elected official input on Draft TSP and Plan and Code changes.

Subtasks:

- 7.1 Contractor shall incorporate NDTIP bypass location-level Interchange Area Management Plan and related Land Use Policy and Code language into the strikethrough/underline version of the 1994 TSP and prepare Draft TSP for public comment.
- 7.2 Contractor shall incorporate NDTIP bypass location-level Interchange Area Management Plan and related Land Use Policy and Code language into the strikethrough/underline versions of the Comprehensive Plan and Land Use Code and prepare Draft Comprehensive Plan and Draft Land Use Code for public comment.
- 7.3 Contractor shall produce two-page color newsletter that highlights the project status and issues of concern and publicizes Public Event #4. Contractor shall deliver one electronic version and one camera-ready copy of the newsletter. City shall mail the newsletter at least two weeks prior to Public Event #4.
- 7.4 City shall schedule and notice Public Event #4 and City Council Meeting #3. Work Session staff packet must include proposed adoption schedule.
- 7.5 Contractor shall meet with City and TAC (TAC Meeting #6) during day prior to public event to present drafts. In cases where contradictory input is provided, City shall resolve conflict prior to Contractor preparing revision.

- 7.6 Contractor shall facilitate Public Event #4 to present proposed documents and solicit input. In cases where contradictory input is provided, City shall resolve conflict prior to Contractor preparing revision.
- 7.7 Contractor shall facilitate City Council Meeting #3 to present proposed documents, summarize public input received at Public Event #4, and solicit input regarding changes, preferred alternative, and proposed adoption schedule.

Schedule: Months 22 through 24

City Deliverables:

- A. Administrative duties and facilitation, secondary to Contractor, of TAC Meeting #6, Public Event #4 and City Council Meeting #3.
- B. Staff Packets for City Council Meeting #3 that includes proposed public hearing dates for adoption by June 2004.
- C. Review, duplication, and mailing of Newsletter to interested parties.

Contractor Deliverables:

- A. Draft TSP – Revised Contractor Deliverable 5.G incorporating NDTIP bypass location-level Interchange Area Management Plan and related Land Use Policy and Code language. Draft TSP must also include TAC Meeting #6 and Public Event #4 input. (Cost: \$6,300)
- B. Draft Comprehensive Plan - Revised Contractor Deliverable 4.A incorporating NDTIP bypass location-level Interchange Area Management Plan and related Land Use Policy and Code language. Draft Comprehensive Plan must also include TAC Meeting #6 and Public Event #4 input. (Cost: \$1,100)
- C. Draft Land Use Code - Revised Contractor Deliverable 4.A incorporating NDTIP bypass location-level Interchange Area Management Plan and related Land Use Policy and Code language. Draft Land Use Code must also include TAC Meeting #6 and Public Event #4 input. (Cost: \$2,200)
- D. Two-page color newsletter. Newsletter must include project status, issues of concern, and information regarding Public Event #2. (Cost: \$1,600)
- E. Facilitation of TAC Meeting #6 and record of comments. A minimum of one key Contractor personnel must attend. (Cost: \$2,800)
- F. Facilitation of Public Event #4 and record of comments. A minimum of one key Contractor personnel must attend. (Cost: \$4,400)
- G. Facilitation of City Council Meeting #3. A minimum of one key Contractor personnel must attend. (Cost: \$2,100)

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 1,310	\$ 14,840
City Engineer	2 hrs.	88	
Senior Engineer	4 hrs.	148	
CAD Operator	2 hrs.	54	
City Planner	15 hrs.	630	
Planning Technician	10 hrs.	290	
Support	4 hrs.	100	
City Direct		\$ 400	\$ 1,325
Contractor		\$ 20,500	\$ 120,400
Task Total		\$ 22,210	\$ 136,565

Task 8: Preparation for Adoption

Objective: To prepare final versions of Draft TSP, Draft Comprehensive Plan, and Draft Land Use Code and other adoption related materials.

Subtasks:

- 8.1 Contractor shall make revisions to the Draft TSP, the Draft Comprehensive Plan, the Draft Land Use Code and other adoption materials to incorporate Task 7 City Council input. In cases where City Council members provided contradictory input, City shall resolve conflict prior to Contractor preparing revision. Contractor shall provide a hard copy and electronic version to the TAC three weeks prior to TAC Meeting #7.
- 8.2 City shall schedule and notice TAC Meeting #7.
- 8.3 Contractor shall facilitate TAC Meeting #7 and gather final specific comments from the members. In cases where contradictory input is provided, City shall resolve conflict prior to Contractor preparing revision.
- 8.4 Contractor shall make a single revision to the Draft TSP, Draft Comprehensive Plan, Draft Land Use Code and other adoption materials based on TAC Meeting #7 input.
- 8.5 City shall schedule public hearings to adopt TSP and Comprehensive Plan and Land Use Code changes
- 8.6 Contractor shall prepare findings of fact and recommendation as a decision document for the Planning Commission and City Council approval. Contractor shall prepare findings demonstrating compliance with TPR and applicable state and local goals and policies.
- 8.7 City shall prepare a staff report and adoption ordinances incorporating findings of fact and recommendation.
- 8.8 City shall prepare the 45-day notice to DLCD in accordance with ORS 197.610.
- 8.9 City shall prepare and distribute the Ballot Measure 56 public notice to comply with public notice requirements. City shall prepare a memo to DLCD advising of the need for notice under Measure 56, and preparation of the request for reimbursement and any

required documentation. *Note: This subtask is eligible for reimbursement under separate state funds and the staff hours and direct costs are not included in the City match.*

Schedule: Months 24 and 25

City Deliverables:

- A. Administrative duties and facilitation, secondary to Contractor, of TAC Meeting #7.
- B. Legal advertisement of public hearings.
- C. Staff Report and Recommendations
- D. Adoption Ordinances
- E. DLCD 45-day notice.
- F. Distribution of Measure 56 notices.
- G. DLCD reimbursement request for Measure 56 notices.

Contractor Deliverables:

- A. Facilitation of TAC Meeting #7 and record of comments. A minimum of one key Contractor personnel must attend. (Cost: \$2,800)
- B. Final Draft TSP – Revised Contractor Deliverable 7.A to include TAC Meeting #7 input. (Cost: \$3,000)
- C. Final Draft Comprehensive Plan – Revised Contractor Deliverable 7.B to include TAC Meeting #7 input. (Cost: \$2,400)
- D. Final Draft Land Use Code – Revised Contractor Deliverable 7.C to include TAC Meeting #7 input. (Cost: \$2,400)
- E. Findings of Fact and Recommendations. – Staff Report attachment that demonstrates Contractor Deliverables 8.B, 8.C, and 8.D's compliance with TPR and applicable state and local goals and policies sufficient to provide the legal basis for City Council action. (Cost: \$2,800)

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 862	\$ 15,702
Senior Engineer	2 hrs.	74	
City Planner	15 hrs.	630	
Planning Technician	2 hrs.	58	
Support	4 hrs.	100	
City Direct		\$ 50	\$ 1,375
Contractor		\$ 13,400	\$ 133,800
Task Total		\$ 14,312	\$ 150,877

Task 9: Adoption

Objective: To adopt TSP and revisions to Comprehensive Plan and Land Use Code.

Subtasks:

- 9.1 City shall make presentation at two Planning Commission hearings. Contractor shall attend Planning Commission hearings to answer questions.
- 9.2 City shall make presentation at three City Council hearings. Contractor shall attend City Council hearings to answer questions.
- 9.3 City shall submit yellow form with completed Goal 12 work task to DLCD.
- 9.4 Contractor shall make final revisions and deliver electronic version and one camera-ready copy each of the Comprehensive Plan, TSP, and Land Use Code.

Schedule: Months 25 through 27

City Deliverables:

- A. Presentation at two Planning Commission and three City Council public hearings.
- B. DLCD periodic review notice

Contractor Deliverables:

- A. Presentation, secondary to City, at two Planning Commission public hearings. A minimum of two key Contractor personnel must attend. (Cost: \$1,800 each hearing)
- B. Presentation, secondary to City, at three City Council public hearings. A minimum of two key Contractor personnel must attend. (Cost: \$1,800 each hearing)
- C. Adopted version of Comprehensive Plan. (Cost: \$1,500)
- D. Adopted version of TSP. (Cost: \$1,500)
- E. Adopted version of Land Use Code. (Cost: \$1,500)

Budget:

Project Costs		Task Costs	Project Total
City Staff		\$ 1,065	\$ 16,767
Senior Engineer	4 Hrs.	148	
City Planner	16 Hrs.	672	
Planning Technician	5 Hrs.	145	
Support	4 Hrs.	100	
City Direct		\$ 25	\$ 1,400
Contractor		\$ 13,500	\$ 147,300
Task Total		\$ 14,590	
Project Total			\$ 165,467

The required match for this project is \$16,859; the City is anticipated to over match by an estimate of \$1,308.

DBE Statement

The 8 percent Disadvantage Business Enterprise (DBE) requirement for this contract (\$11,784 of \$147,300) will be met by Angelo Eaton and Associates (Certification #2893). Angelo Eaton will participate in developing the policy, code and ordinance revisions for the TSP refinement.

Figure A

<i>Newberg-Dundee Transportation Improvement Project Transportation Management and Land Use Elements</i>				
		How Addressed in TGM Grant		
		TSP	Comprehensive Plan	Code
<i>TRANSPORTATION MANAGEMENT ELEMENTS</i>				
Transit				
1	Provide a moderate (30-minute peak, 60-minute off-peak) level of express bus service, including park-and-ride lots and local buses. (Mid term)	Analysis (Task 5), Supporting Policies		
2	Improve bus system to serve the express bus transit stops. (Mid term)	Supporting Policies		
3	Concentrate park-and-ride lots to support express and local bus service. (Mid term)	Analysis (Task 5)		
4	Utilize local buses to feed the inter-city express bus system.	Supporting Policies		
5	Consider a commuter rail line from McMinnville to the proposed Wilsonville/Beaverton commuter rail line.	Supporting Policies		
State Highway Improvements				
6	Add left and/or right turning lanes at key OR 99W intersections throughout the project limits. (Mid to long term)	Analysis (Task 5)		
7	Manage access to OR 99W by consolidating and/or relocating private driveways and by providing local street connections where feasible. (Continuous)	Analysis (Task 5), Supporting Policies		Implementing Changes
8	Integrate bypass with the local street system to maintain connectivity within and between communities.	Analysis (Task 5), Supporting Policies	Supporting Policies	
9	Identify interim improvements to OR 99W in Dundee to relieve congestion. (Short term)	Not Applicable		
10	Provide appropriate Intelligent Transportation System (ITS) measures on OR 99W. (Mid to long term)	Supporting Policies		

<i>Newberg-Dundee Transportation Improvement Project Transportation Management and Land Use Elements</i>				
		How Addressed in TGM Grant		
		TSP	Comprehensive Plan	Code
Improvements to Local Street Systems				
11	Improve, build and/or interconnect existing local or collector roadways within and between Newberg and Dundee to provide alternatives to OR 99W for local trips. (Short to long term)	Analysis (Task 5), Supporting Policies		
12	Provide pedestrian and bicycle facilities, including bicycle and pedestrian links to park-and-ride lots and adequate pedestrian and bicycle crossings along the bypass.	Analysis (Task 5), Supporting Policies		
13	Employ traffic calming measures as appropriate. (Mid term)	Not applicable		
14	Encourage transportation demand management measures, such as carpooling, staggered shift changes, flextime, and telecommuting. (Continuous)	Update (Task 5), Supporting Policies		
<i>LAND USE ELEMENTS</i>				
15	In order to safeguard the state and local investment in transportation improvements and ensure the long-term function of the new highway alignment, ODOT will:			
	a. Provide no private access to the new highway alignment	Not applicable		
	b. Provide access to the new highway alignment only at agreed upon public interchanges or intersections.	Not applicable		
	c. Work collaboratively with local governments to develop and implement interchange or intersection management plans for all planned public interchanges and/or intersections, following all applicable ODOT administrative rules and Oregon Highway Plan policies.	Analysis (Task 6), Supporting Policies		
	d. Use the interchange/intersection management plans to ensure that planned land uses in the vicinity of each new interchange or intersection are consistent with the function of the bypass to serve through traffic and can be adequately supported by the	Supporting Policies	Supporting Policies	

<i>Newberg-Dundee Transportation Improvement Project Transportation Management and Land Use Elements</i>				
		How Addressed in TGM Grant		
		TSP	Comprehensive Plan	Code
	planned transportation improvements (as per OHP standards).			
	e. If planned land uses in the vicinity of each new interchange or intersection cannot be adequately supported by the planned transportation improvements (as per OHP standards), use the interchange/intersection management plans as the basis for working with local governments to amend them	Supporting Policies	Supporting Policies	
	f. Purchase access rights along the new highway alignment in accordance with interchange/intersection management plans.	Not applicable		
16	Newberg, Dundee and Yamhill County will adopt comprehensive plan policies and zoning amendments to preclude retail commercial development and highway-oriented development at proposed access points and avoid orienting to the bypass development along its corridor. Highway-oriented uses include retail commercial activities including hotels, motels, gas stations, automobile dealerships, restaurants, retail stores and shops.		Supporting Policies	Implementing Changes
17	Encourage neighborhood medium-density mixed-use nodes. (Continuous)		Supporting Policies	Implementing Changes
18	For Downtown Newberg and Dundee, encourage the following: (Continuous)			
	a. Increased development density.	Addressed in 1999-01 TGM Code Assistance project; adoption scheduled for early 2002.		
	b. Adequate off-street parking and truck loading areas.			
	c. Other measures that strengthen the viability of the core.			
19	Encourage urban-type development to remain within existing urban growth boundaries and discourage expansion of urban growth boundaries. (Continuous)	Supporting Policies	Supporting Policies	
20	Discourage large-scale retail zoning outside of Newberg and Dundee's central business districts. (Continuous)	Supporting Policies	Supporting Policies	

<i>Newberg-Dundee Transportation Improvement Project Transportation Management and Land Use Elements</i>			
		How Addressed in TGM Grant	
		TSP	Comprehensive Plan
		Code	
21	Consider system development charges to support local transportation improvements necessitated by land development. (short term)	Not applicable – updated August 2000	

Figure B

Intersections to be Analyzed
Hancock/Main
Hancock/College
First/River
First/College
First/Main
Hwy99W/Villa
Hwy99W/Springbrook
Hancock/Blaine
Hancock/Meridian
First/Meridian
First/Blaine
First/ Harrison (Hwy99W)
Third/Hwy99W
Fifth/Main/Dayton
11th/Wynooski*
Hwy99W/Elliot
Hwy99W/Vittoria
Mountainview/Springbrook*
Sunnycrest/Hwy99W
Haworth/Villa
Haworth/Springbrook
Wilsonville Rd./Hwy219
Wilsonville Rd./Springbrook*
Mountainview/Aspen Way S.*
Hwy 99W/Brutsher

AMENDMENT NO. 2

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as "ODOT" or "Agency", and City of Newberg, hereinafter referred to as "City", entered into **an intergovernmental agreement on March 25, 2002, and Amendment #1 on June 21, 2002** (collectively "Agreement"). Said Agreement covers a Transportation and Growth Management grant for City of Newberg, Transportation System Plan Refinement.

It has now been determined by ODOT and City that the Agreement referenced above, although remaining in full force and effect, shall be amended by this Amendment to extend the time for project completion, to revise the statement of work, and to increase the grant, personal services contract and matching amounts.

Paragraph 1 of Terms of Agreement; Definitions, Page 1, which reads:

"The beginning date of this agreement is that date on which all parties have signed. The termination date of this agreement is September 30, 2002."

Shall be amended to read:

"The beginning date of this agreement is that date on which all parties have signed. The termination date of this agreement is June 30, 2005."

Paragraph 4 of Terms of Agreement; Definitions, Page 2, which reads:

The **grant amount** is the sum of the City's amount (defined below) and the personal services contract amount (defined below) payable by ODOT. The grant amount shall not exceed \$120,300.

Shall be amended to read:

The **grant amount** is the sum of the City's amount (defined below) and the personal services contract amount (defined below) payable by ODOT. The grant amount shall not exceed \$133,800.

Paragraph 6 of Terms of Agreement; Definitions, Page 2, which reads:

The **personal services contract amount** is the amount payable by ODOT to a personal services contractor(s) and is equal to the total amount payable for all deliverables described in Exhibit A for which the personal services contractor(s) is identified as responsible. The personal services contract amount is \$120,300.

Shall be amended to read:

The **personal services contract amount** is the amount payable by ODOT to a personal services contractor(s) and is equal to the total amount payable for all deliverables described in Exhibit A for which the personal services contractor(s) is identified as responsible. The personal services contract amount is \$133,800.

Paragraph 7 of Terms of Agreement; Definitions, Page 2, which reads:

City's **matching amount** is the maximum amount of matching funds which the City is required to expend to fund the project and is 10.27% of the total project cost, or up to \$13,769.

Shall be amended to read:

City's **matching amount** is the maximum amount of matching funds which the City is required to expend to fund the project and is 10.27% of the total project cost, or up to \$15,314.

The current Exhibit A, the Statement of Work, shall be replaced by the "Revised Exhibit A, Statement of Work", attached hereto and by this reference made a part hereof.

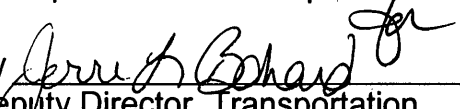
IN WITNESS WHEREOF, the parties hereto have set their hands and their seals as of the day and year hereinafter written.

The Oregon Transportation Commission on January 16, 2002, approved Delegation Order No. 2, which authorizes the Director 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 or a line item in the biennial budget approved by the Commission.

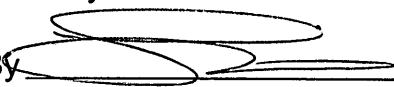
Pursuant to letter of authority dated July 9, 2001, the Director hereby delegates signature authority to the Deputy for Transportation Development the authority to sign intergovernmental agreements and personal services contracts over \$75,000.

STATE OF OREGON, by and through
its Department of Transportation

By 
Deputy Director, Transportation
Development Division

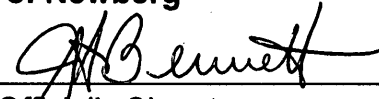
Date 9/18/02

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

By 
(Official's Signature)

Date 9/18/02

City of Newberg

By 
Official's Signature

Date 9/12/02

Project Contacts

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Transportation Growth Management Program
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Email: elizabeth.ledet@state.or.us

**Revised
EXHIBIT A**

**SCOPE OF WORK
Transportation System Plan Refinement**

PROJECT COOPERATION

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

The personal services contract (for the purposes of the quoted language below the "Contract") with the personal services contractor ("Contractor") shall contain the following provisions:

"In this Contract the Contractor shall only be responsible for those deliverables assigned to the Contractor. All work assigned to other entities are not bound by this Contract, but shall be bound by separate Intergovernmental Agreements which contain the same statement of work found in this Contract. The references to all parties in this statement of work other than the Contractor are merely for informational purposes and are in no way binding, nor are they parties to this contract. Any tasks or deliverables assigned to a sub-contractor shall be construed as being the responsibility of the Contractor.

Any Contractor 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 indication of non-cooperation, the Contractor shall provide written notice (email acceptable) to Agency Contract Administrator of the specific acts or inaction indicating non-cooperation and of any deliverables that may be delayed due to such lack of cooperation by other entities referenced in the statement of work.
2. Agency Contract Administrator shall contact the non-cooperative entity/s to discuss the matter and attempt to correct the problem and/or expedite items determined to be delaying the Contractor/project.
3. If Contractor has followed the notification process described in item 1, and delinquency or delay of any deliverable is found to be a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in the statement of work, the Contractor will not be found in breach or default of contract; nor shall the Contractor be assessed or liable for any damages.

Neither shall Agency be responsible or liable for any damages to Contractor as the result of such non-cooperation by other entities. The Agency Contract Administrator will negotiate with Contractor in the best interest of the State, and may amend the delivery schedule to allow for delinquencies beyond the control of the Contractor.

Key Personnel

Contractor acknowledges and agrees that Agency selected Contractor, and is entering into this Contract, because of the special qualifications of Contractor's key people. In particular, Agency through this Contract is engaging the expertise, experience, judgment, and personal attention of Julia Kuhn, Dan Seeman, Anthony Yi, Karen Giese, Frank Angelo, Cathy Corliss, Elaine Cogan, and Suzanne Roberts ("Key Personnel"). Contractor's Key Personnel shall not delegate performance of the management powers and responsibilities he/she is required to provide under this Contract to another (other) Contractor employee(s) without first obtaining the written consent (email acceptable) of Agency. Further, Contractor shall not re-assign or transfer a Key Person to other duties or positions such that a Key Person is no longer available to provide Agency with his/her expertise, experience, judgment, and personal attention, without first obtaining Agency's prior written consent to such re-assignment or transfer. In the event Contractor requests that Agency approve a re-assignment or transfer of a Key Person, Agency shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the a Key Person. Any approved substitute or replacement for a Key Person shall be deemed a Key Person under this Contract."

Definitions

Agency/ODOT – Oregon Department of Transportation
City – City of Newberg
DLCD - Department of Land Conservation and Development
EIS – Environmental Impact Statement
GIS – Geographic Information Systems
ITS – Intelligent Transportation System
NDTIP - Newberg-Dundee Transportation Improvement Project
OHP – Oregon Highway Plan
TAC – Technical Advisory Committee
TAZ – Traffic Analysis Zone
TGM – Transportation and Growth Management
TPAU – Transportation Planning and Analysis Unit
TPR – Transportation Planning Rule
TSP – Transportation System Plan

Project Purpose/Transportation Relationship and Benefits

The City of Newberg (City) is located approximately 25 miles southwest from the City of Portland. City's population grew rapidly in the last decade, from a population of approximately 13,000 in 1990 to 18,000 in 2000, which has placed increasing strain on the local transportation network. Additionally, growth in other parts of Oregon affects State Highway 99W, the principal transportation route between the Portland metropolitan area and the Pacific Coast.

The Oregon Department of Transportation (ODOT) is currently studying potential solutions to 99W congestion through the Newberg-Dundee Transportation Improvement Project (NDTIP). As part of this effort, the NDTIP is considering a number of methods - the Transportation Management and Land Use Elements (Figure A) - including construction of a bypass, increased transit service, and plan and policy changes to protect existing commercial areas and maintain the through function of a bypass. The release of the draft Location Environmental Impact Statement (EIS) for the proposed bypass is expected in March 2002. City is desirous that the bypass becomes an asset by diverting through trips out of the downtown and other areas. City also intends the bypass not increase pressure for development inconsistent with City's Comprehensive Plan and compete with existing commercial areas.

The Transportation System Plan Refinement will establish a set of land use and transportation measures and plans to incorporate and protect state and local transportation investments and to maintain local character. Development and access standards will be developed to ensure that a bypass has minimal impact on the City's planned uses and the through function of the bypass is protected. A local street plan will be developed to ensure there are sufficient crossings and parallel routes so the bypass does not present a barrier to community cohesion and there is adequate local circulation for local trips off of state highways. The Transportation System Plan (TSP) adopted in 1994 will be updated to address changed local conditions and to incorporate the bypass and its related measures. ODOT will assist the general update effort by developing a comprehensive travel demand model that will forecast travel time and traffic volumes for the year 2025; this effort will be a parallel, but separately funded, project.

Project Objectives

The objectives of the Transportation System Plan Refinement include the following:

- A. To incorporate the NDTIP preferred alternative and associated measures into the TSP by:
 - 1) *Creating development standards that insure that development along the bypass route does not detract from downtown and other areas (NDTIP Transportation Management and Land Use Elements 16 through 20).* A major improvement such as the bypass has the ability to attract development away from the City's desired locations - downtown and other planned and existing areas. In time, the

incremental affect of improperly sited uses will negate the positive transportation benefit.

- 2) *Providing a Coordinated Plan for Circulation along the Bypass and Near Interchanges (NDTIP Transportation Management and Land Use Elements 8, 11 and 12).* Proper planning will integrate the bypass into the fabric of the City so that it is an asset rather than a liability. The Transportation System Plan Refinement will re-examine the 1994 TSP's existing and future recommended collector and arterial street plan to determine the number and locations of street crossings needed to keep the bypass from being a barrier to local circulation within the existing Urban Growth Boundary.
 - 3) *Providing a Plan for Managing Bypass Interchanges (NDTIP Transportation Management and Land Use Elements 15).* Interchanges should provide safe and convenient access to the bypass yet not attract inappropriate development that will degrade the intended bypass function. To protect the bypass for through travel, the Transportation System Plan Refinement will develop, at identified interchanges/connections, plans and code language to limit driveways, plan for local street connections, and restrict highway-oriented development.
 - 4) *Developing a Plan for Highway 99W (NDTIP Transportation Management and Land Use Elements 6, 7, and 10).* Highway 99W will serve primarily local traffic after the bypass is constructed. The Transportation System Plan Refinement will consider the desired character of the highway and develop a set of improvements and code language changes to implement the plan.
 - 5) *Coordinating Transit Improvements (NDTIP Transportation Management and Land Use Elements 1 through 5).* The Transportation System Plan Refinement will give the City and other stakeholders an opportunity to plan for the location of future transit stations and park-and-ride lots and the appropriate plan and code amendments to implement future service. Generalized transit routes will be developed that service activity centers.
 - 6) *Encouraging Transportation and Demand Management Measures (NDTIP Transportation Management and Land Use Element 14).* Efficient use of transportation infrastructure lengthens the useful life of capacity improvements. The Transportation System Plan Refinement will consider appropriate measures and develop a set of strategies and plan and code language changes to further them.
- B. To address the requirements of the Transportation System Planning Guidelines 2001 by:

- 1) Updating present and projected data to more accurately reflect current community conditions and needs.
- 2) Updating the 1994 TSP to include requirements of the Oregon Highway Plan (OHP) and to address changes to the Transportation Planning Rule (TPR).

STATEMENT OF WORK

All of Contractor's final text products must be provided in Word Perfect 8.0 and all electronic maps must be produced in ArcView 3.2. All Contract deliverables must be provided simultaneously in hard copy and electronic version to City and Contract Administrator pursuant to the Schedule and the contract requirements, unless otherwise stated. Contractor must provide the number of copies of meeting materials appropriate to expected number of attendees for Tasks 3 through 8, unless otherwise stated. City must provide the number of meeting materials appropriate to expected number of attendees for Tasks 1, 2, and 9. City shall be responsible for all meeting scheduling, notices, mailings, refreshments, and minutes unless otherwise stated.

Contractor will enter this project - after milestone determination at the completion of Task 2 and will receive authorization to proceed to the subsequent milestone via ODOT's Letter to Proceed at each milestone determination. A registered engineer must prepare the roadway and intersection volume-to-capacity analysis.

Task 1: Update Background Data (City task)

Objective: To provide accurate, up-to-date information to Contractor for use in modeling and preparing TSP.

Subtasks:

- 1.1 City shall develop Existing Conditions land use/demographic data for the model base year (2000). Traffic Analysis Zone (TAZ) data tables for Existing Conditions shall follow the boundaries in the 1994 TSP. City shall utilize its Geographic Information System (GIS) data regarding existing development to build the data tables.
- 1.2 City shall develop land use/demographic data for the model Forecast Year (2025). TAZ data tables must follow the boundaries in the 1994 TSP. City shall utilize its Buildable Lands Inventory developed as part of Periodic Review and expectations regarding the probable locations of development to build the data tables.
- 1.3 City shall prepare GIS format map(s) of local arterials, collectors, and important local streets for use in Task 2 modeling.
- 1.4 City shall compile local and state plans, goals and policies, rules, and codes relevant to updating the 1994 TSP, such as the 1999 OHP and revisions to the TPR.
- 1.5 City shall update system inventories from 1994 TSP.
- 1.6 City shall update constraints from 1994 TSP

- 1.7 City shall identify and appoint Technical Advisory Committee (TAC) members from the appropriate state, regional, and local agencies. The TAC must be comprised of, at a minimum, staff of: ODOT Region 2, ODOT District 3, ODOT Transportation Planning and Analysis Unit (TPAU), Department of Land Conservation and Development (DLCD), Yamhill County, and other agencies as necessary to provide technical expertise with subjects such as traffic, land use, and natural resources. The TAC will provide the technical and regulatory parameters early in the project to review and guide the development of possible outcomes
- 1.8 City shall schedule, notice, and lead TAC Meeting #1 in Month 3 to review data tables and updated inventories.

Schedule: Months 1 through 5.

City Deliverables:

- A. Existing Conditions (2000) TAZ housing and employment data tables.
- B. Forecast Year (2025) TAZ housing and employment data tables.
- C. GIS format map(s) of arterials, collectors, and important local streets within City that contains:
 - 1) Posted speeds
 - 2) Number of travel lanes
 - 3) Intersection controls
- D. Relevant local and state plans, goals and policies, rules, and codes, including but not limited to: 1997 TSP; City's Comprehensive Plan, zoning ordinances, development code, and subdivision code; 1999 OHP; and the TPR.
- E. Updated system inventories in GIS format for:
 - 1) Streets
 - 2) Existing pavement conditions
 - 3) Bridges
 - 4) Dedicated rights-of-way
 - 5) High accident locations
 - 6) Sidewalks
 - 7) Bicycle routes
 - 8) Public transportation services
 - 9) School bus routes
 - 10) Activity center locations, such as school and park sites
 - 11) Truck routes/freight movement
 - 12) Railways and air
- F. Updated constraints inventories in GIS format for:
 - 1) Wetlands
 - 2) Natural areas
 - 3) Historic buildings
 - 4) Cemeteries

- 5) Publicly-owned land such as utilities, parks and schools
- 6) Waterways
- G. List of TAC members with mailing addresses, phone numbers, and e-mail addresses.
- H. Administrative duties and facilitation of TAC Meeting #1 in Month 3.

Contractor Deliverables:

None

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 8,839	\$ 8,839
City Engineer	3 hrs.	132	
Senior Engineer	10 hrs.	370	
CAD Operator	146 hrs.	3,942	
City Planner	26 hrs.	1,092	
Planning Technician	107 hrs.	3,103	
Support	8 hrs.	200	
City Direct		\$ 50	\$ 50
Contractor		\$ 0	\$ 0
Task Total		\$ 8,889	\$ 8,889

Milestone

Contract Administrator's review of completion of City Deliverables 1.A and 1.C through 1.G shall be completed by end of Month 3 from Intergovernmental Agreement execution. Contract Administrator review of progress towards completion of City Deliverable 1.B shall be completed by end of Month 3 from Intergovernmental Agreement execution. Contract Administrator shall determine if above deliverables are sufficiently complete or underway to proceed with remaining tasks. Contract Administrator shall advise City of decision regarding termination or remedy.

Task 2: Project Kick-Off (City task)

Objective: To inform affected parties of project parameters and schedule.

Subtasks:

- 2.1 City shall schedule, notice, and lead Kick-Off meeting (Public Event #1). City shall invite TAC, Planning Commission, and City Council members, as well as members of the public. City shall present project goals, schedule, and anticipated products and gather input.

- 2.2 City shall schedule, notice, and lead City Council Meeting #1. City shall prepare annotated outline of plan, policy, and code areas proposed for revision.
- 2.3 City Council endorses annotated outline of NDTIP Transportation Management and Land Use Elements to be amended and included in Statement of Work as Contractor tasks.

Schedule: Months 1 through 3

City Deliverables:

- A. Administrative duties and facilitation of Kick-Off Meeting (Public Event #1) and City Council Meeting #1.
- B. NDTIP Transportation Management and Land Use Elements Outline - Annotated outline of the specific plan, policy, and code areas proposed for revision. The outline must include chapters and sections of the:
 - 1) Comprehensive Plan
 - 2) TSP
 - 3) Zoning Code
 - 4) Development Ordinances
 - 5) Subdivision ordinances.

The outline must include the scope and likely types of changes to the specific areas necessary to implement the NDTIP Transportation Management and Land Use Elements. The outline must be provided to Contract Administrator three weeks before City Council Meeting #1.
- C. City Council Meeting #1 minutes.

Contractor Deliverables:

None

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 1,598	\$ 10,437
City Engineer	2 hrs.	88	
Senior Engineer	6 hrs.	222	
City Planner	20 hrs.	840	
Planning Technician	12 hrs.	348	
Support	4 hrs.	100	
City Direct		\$ 200	\$ 250
Contractor		\$ 0	\$ 0
Task Total		\$ 1,798	\$ 10,687

Milestone

Contract Administrator reviews City Council minutes and action regarding NDTIP Transportation Management and Land Use Elements. Contract Administrator shall advise City if the project shall proceed.. If decision is affirmative, Contractor shall be added and shall receive authorization to proceed to the subsequent milestone via ODOT's Letter to Proceed.

Task 3: Prepare Travel Demand Model (ODOT and City task)

Objective: To update and improve computer modeling of City to allow for improved decisions regarding local needs and solutions.

Subtasks:

- 3.1 ODOT collects traffic counts at appropriate locations throughout City for use in model calibration, to provide link volumes, and for preparing level-of-service analysis at the 25 intersections in Figure B.
- 3.2 ODOT TPAU develops and calibrates a new Existing Conditions and Forecast Year No-Build Alternative travel demand model of City using Task 1 deliverables and Subtask 3.1 counts. ODOT TPAU shall include City of Dundee in model as data permits.
- 3.3 ODOT TPAU prepares tables and GIS format maps of model output.

Schedule: Months 4 through 7

City Deliverable:

- A. Assistance in and review of ODOT TPAU model development.

Contractor Deliverables:

None

ODOT Deliverables (To be prepared using funds outside of the Transportation and Growth Management (TGM) grant):

- A. Existing Conditions and Forecast Year No-Build Alternative Travel demand model of City.
- B. Model output (printed and electronic copy in GIS format) including:
 - 1) Travel time for all origin destination pairs between TAZs
 - 2) Travel time and auto volume for all links that connect TAZs
 - 3) Screenline, cutline, and link volumes for key highways, arterials, and collectors throughout City
 - 4) Link and zone assignments
 - 5) Intersection turning movement volumes at key intersections for Existing and Forecast Year conditions.

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 580	\$ 11,017
City Engineer	2 hrs.	88	
Senior Engineer	8 hrs.	296	
CAD Operator	2 hrs.	54	
City Planner	2 hrs.	84	
Planning Technician	2 hrs.	58	
City Direct		\$ 0	\$ 250
Contractor		\$ 0	\$ 0
Task Total		\$ 580	\$ 11,267

Task 4: Develop Draft Policy, Code, and Ordinance Revisions

Objective: To begin preparation of needed changes to land use plans, policies, codes, and ordinances to implement the NDTIP Transportation Management and Land Use Elements; to comply with the TPR, State plans and policies; and to address local changes which have occurred since 1994.

Subtasks:

- 4.1 Contractor shall prepare a strikethrough/underline version of the Comprehensive Plan and Land Use Code to which identifies areas that are inconsistent with or missing language to comply with the TPR and OHP, and to carry out the NDTIP Transportation Management and Land Use Elements. Version includes input, as appropriate, from Public Event #1 and TAC Meeting #1.
- 4.2 City shall schedule and notice TAC Meeting #2. Contractor shall provide a hard and electronic copy of the strikethrough/underline version of the Comprehensive Plan and Land Use Code to all members of TAC ten calendar days prior to TAC Meeting #2.
- 4.3 Contractor shall facilitate TAC Meeting #2 to gather technical review and input on strikethrough/underline version of the Comprehensive Plan and Land Use Code. In cases where contradictory input is provided, City shall resolve conflict prior to Contractor preparing revision in Subtask 4.6.
- 4.4 City shall schedule and notice City Council Meeting #2.
- 4.5 Contractor shall facilitate City Council Meeting #2 and solicit input on strikethrough/underline version of the Comprehensive Plan and Land Use Code.
- 4.6 Contractor shall prepare a single revision to the strikethrough/underline version of the Comprehensive Plan and Land Use Code based on TAC Meeting #2 and City Council Meeting #2 input. In cases where Council members provide contradictory input, City shall resolve conflict prior to Contractor preparing revision.

Schedule: Months 4 through 7

City Deliverables:

- A. Administrative duties and facilitation, secondary to Contractor, of TAC Meeting #2 and City Council Meeting #2.

Contractor Deliverables:

- A. Strikethrough/underline versions of the Comprehensive Plan and Land Use Code. Versions must include:
- 1) Ordinance and plan changes as identified in City Deliverable 2.B.
 - 2) Ordinance and plan changes to comply with the OHP and revisions to the TPR since 1994.
- (Cost: \$12,100)
- B. Facilitation of TAC Meeting #2 and record of comments. A minimum of two key Contractor personnel must attend. (Cost: \$2,100)
- C. Facilitation of City Council Meeting #2. A minimum of two key Contractor personnel must attend. (Cost: \$1,700)

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 1,009	\$ 12,026
City Engineer	2 hrs.	88	
Senior Engineer	5 hrs.	185	
City Planner	11 hrs.	462	
Planning Technician	5 hrs.	174	
Support	4 hrs.	100	
City Direct		\$ 150	\$ 400
Contractor		\$ 15,900	\$ 15,900
Task Total		\$ 17,059	\$ 28,326

Milestone

Contract Administrator shall determine if Location EIS is sufficiently complete or underway to proceed with remaining tasks. Contract Administrator shall advise City and Contractor of decision regarding termination or amendment of Contract and Intergovernmental Agreement. . If decision is to continue, Contractor shall receive authorization to proceed to the subsequent milestone via ODOT's Letter to Proceed.

Task 5: Draft TSP Revisions

Objective: To begin TSP revisions following the Transportation System Planning Guidelines 2001.

Subtasks:

- 5.1 Contractor shall review Task 1 documents and inventories. Contractor shall review City Deliverable 2.B and make a determination of any additional changes needed to comply with the TPR and the 1999 OHP and to be consistent with the Transportation System Planning Guidelines 2001. Contractor shall revise City Deliverable 2B(2).
- 5.2 Contractor shall prepare existing conditions volume-to-capacity analysis of roadways classified as either arterial or collector and the 25 intersections in Figure B.
- 5.3 Contractor shall prepare four alternative groups of improvements and transportation demand and system management measures to the Forecast Year transportation network to address the projected volumes in the Forecast Year no-build scenario from Task 3.
- 5.4 Contractor shall produce two-page color newsletter that describes the TGM project and its relationship to NDTIP, describes the project status, and highlights issues to elicit public comment. Contractor shall deliver one electronic version and one camera-ready copy of the newsletter. City shall mail the newsletter to interested parties.
- 5.5 ODOT TPAU shall model the four alternatives provided by the Contractor and shall provide the model output to the Contractor. Contractor shall meet with ODOT TPAU up to two times to coordinate modeling effort.
- 5.6 Contractor shall prepare a roadway and intersection operations (volume-to-capacity and level of service) analysis of the model output for the four alternatives. Intersection operations analysis shall be performed on ten key study intersections for each alternative, intersection locations as agreed to in writing by City and Contract Administrator.
- 5.7 City shall schedule and notice TAC Meeting #3. City shall copy and mail Contractor's work from Subtasks 5.1, 5.2, 5.3 and 5.6 to the TAC.
- 5.8 Contractor shall facilitate TAC Meeting #3 to gather technical review and input on annotated outline, updated model, and analysis of existing and projected operating conditions. Contractor shall solicit input on the desired character and function of Highway 99W after the bypass is built. TAC members shall be asked to select one preferred alternative for further analysis by the Contractor.
- 5.9 Contractor shall prepare a recommended list of improvements for a single preferred alternative. The list must include improvements to Highway 99W that improve operating conditions before and after construction of the bypass and reflect the desired character and function of the facility. Contractor shall prepare a Forecast Year roadway and intersection operations analysis (volume-to-capacity and level of service) of the preferred alternative selected by the TAC. Intersection operations analysis shall be performed on the 25 intersections in Figure B.
- 5.10 City shall provide to Contractor a map in GIS format of twenty to thirty sites of appropriate size, location, and development status for use as transit stations and park-and-ride lots. Contractor shall prepare a list and maps of sites appropriate for transit stations and park-and-ride lots for incorporation in the TSP.
- 5.11 Contractor shall prepare a map of 5-7 bus routes that connect activity centers and Subtask 5.10 sites and which service higher-density neighborhoods.

- 5.12 Contractor shall prepare a Transportation Finance Plan to be incorporated into the updated TSP. Contractor shall review and update 1994 TSP Finance/Funding element to reflect current funding sources, City finances, and recent funding trends.
- 5.13 Contractor shall prepare a strikethrough/underline version of the 1994 TSP which incorporates needed changes to comply with the TPR and OHP and input from the Public Event #1 and TAC Meeting #3.
- 5.14 City shall schedule and notice TAC Meeting #4. Contractor shall provide a hard and electronic copy of the strikethrough/underline version of the 1994 TSP to all members of TAC ten calendar days prior to TAC Meeting #4.
- 5.15 Contractor shall facilitate TAC Meeting #4 to gather technical review and input on strikethrough/ underline version of the 1994 TSP. In cases where contradictory input is provided, City shall resolve conflict prior to Contractor preparing revisions.
- 5.16 Contractor shall prepare a single revision to the strikethrough/underline version of the 1994 TSP based on TAC Meeting #4 input.

Schedule: Months 8 through 13

City Deliverables:

- 1. Administrative duties and facilitation, secondary to Contractor, of TAC Meetings #3 and #4.
- 2. Review, duplication, and mailing of newsletter to interested parties.

Contractor Deliverables:

- A. Revised City Deliverable 2.B(2) - Annotated outline of changes required to 1994 TSP to meet the requirements of the TPR and OHP and changes in local conditions. (Cost: \$4,600)
- B. Analysis of volume-to-capacity for existing arterial and collector roadways and 25 intersections in Figure B. (Cost: \$4,000)
- C. Four alternative groups of improvements to the transportation network to address the projected volumes in the no-build (Forecast Year) scenario from Task 3 and analysis of the operation (volume to capacity and level of service) for arterial and collector roadways and ten key study intersections for each alternative. At least one alternative must not include the bypass. (Cost: \$16,900)
- D. Recommended list of improvements for a single preferred alternative, including Highway 99W improvements to alleviate operating conditions and to provide the desired character and function of the facility. Forecast Year roadway and intersection operations analysis (volume-to-capacity and level of service) of the preferred alternative selected by the TAC for the 25 intersections in Figure B. (Cost: \$7,000)
- E. List and maps of appropriate transit facility sites for incorporation in TSP. (Cost: \$2,300)
- F. Maps of five to seven (5-7) bus routes for initial transit service to activity centers, transit stations and park-and-ride lots, and higher-density neighborhoods. (Cost: \$4,200)

- G. Strikethrough and underline version of the 1994 TSP. Version must include:
- 1) Roadway access and performance measures and standards.
 - 2) State highway access management, segment designations and mobility standards.
 - 3) Accessibility to and standards for all modes of travel.
 - 4) Updated inventories and constraints from Task 1.
 - 5) Alternatives analysis and recommended improvements.
 - 6) Transportation Demand Management measures.
 - 7) Transportation Finance Plan, including identification of existing and potential local, state, and federal sources of funding and financing and including recent funding trends.
- (Cost: \$10,300)
- H. Two-page color newsletter. Newsletter must include project status, issues of concern, and information regarding coordination with NDTIP. (Cost: \$1,600)
- I. Facilitation of two meetings with TPAU to coordinate alternatives modeling effort. A minimum of two key Contractor personnel must attend. (Cost: \$1,800 each)
- J. Facilitation of TAC Meeting #3 and record of comments. A minimum of two key Contractor personnel must attend. (Cost: \$3,000)
- K. Facilitation of TAC Meeting #4 and record of comments. A minimum of two key Contractor personnel must attend. (Cost: \$3,000)

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 900	\$ 12,926
Senior Engineer	4 hrs.	148	
City Planner	10 hrs.	420	
Planning Technician	8 hrs.	232	
Support	4 hrs.	100	
City Direct		\$ 275	\$ 675
Contractor		\$ 60,500	\$ 76,400
Task Total		\$ 61,675	\$ 90,001

Task 6: Develop Protections for Bypass Interchanges

Objective: To enhance and protect the through function of the bypass, prepare plan, policy, and ordinance changes for streets and lands adjacent to the interchanges proposed in the Location EIS.

Subtasks:

- 6.1 Contractor shall review the locations proposed for interchanges in the Location EIS.
- 6.2 Contractor shall prepare maps of the proposed interchanges and surrounding areas within a half-mile radius that shows the effect of existing state and local policies and

standards on the location and type of local street connections, property access, and land development.

- 6.3 Contractor shall prepare maps of the interchanges and surrounding areas that shows the effect of the local policies and standards proposed in Task 4 as part of the NDTIP Transportation Management and Land Use Elements.
- 6.4 City shall schedule and notice TAC Meeting #5. Contractor shall provide a hard and electronic copy of the Subtask 6.2 and 6.3 maps to all members of TAC ten calendar days prior to TAC Meeting #5.
- 6.5 Contractor shall facilitate TAC Meeting #5 to gather technical review and input on the maps and policies and standards. Contractor shall solicit input on changes to the policies and standards to further protect the bypass' through function, the operation of the interchanges, and the surrounding areas from inappropriate development, consistent with the project objectives. In cases where contradictory input is provided, City shall resolve conflict prior to Contractor preparing revision.
- 6.6 Contractor shall prepare revised interchange maps consistent with the project objectives and to address TAC input.
- 6.7 Contractor shall produce two-page color newsletter that describes the TGM project and its relationship to NDTIP, describes the project status, and highlights issues to elicit public comment. Contractor shall deliver one electronic version and one camera-ready copy of the newsletter. City shall mail the newsletter to interested parties.

Schedule: Months 12 and 13.

City Deliverables:

- A. Administrative duties and facilitation, secondary to Contractor, of TAC Meeting #5.
- B. Review, duplication, and mailing of newsletter to interested parties.

Contractor Deliverables:

- A. Facilitation of TAC Meeting #5 and record of comments. A minimum of two key Contractor personnel must attend. (Cost: \$3,300)
- B. Maps of EIS proposed interchanges and surrounding areas and the effect of existing and proposed policies and standards. (Cost: \$7,700)
- C. Maps of EIS proposed interchanges and surrounding areas and the effect of policies and standards strengthened to further comply with project objectives to protect the bypass' through function, the operation of the interchanges, and the surrounding areas from inappropriate development. (Cost: \$2,700)
- D. Two page color newsletter. Newsletter must include project status, issues of concern including results of Task 5 and Task 6 work, and information regarding coordination with NDTIP. (Cost: \$1,600)

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 604	\$ 13,530
Senior Engineer	hrs.	74	
CAD Operator	hrs.	54	
City Planner	hrs.	252	
Planning Technician	hrs.	174	
Support	hrs.	50	
City Direct		\$ 250	\$ 925
Contractor		\$ 15,300	\$ 91,700
Task Total		\$ 16,154	\$ 106,155

Task 7: Public and City Council Review

Objective: To solicit community and elected official input on Draft TSP and Plan and Code changes.

Subtasks:

- 7.1 Contractor shall revise strikethrough/underline version of the 1994 TSP based on TAC Meeting #5 input and prepares Draft TSP for public comment.
- 7.2 Contractor shall revise strikethrough/underline versions of the Comprehensive Plan and Land Use Code based on TAC Meeting #5 input and prepares Draft Comprehensive Plan and Draft Land Use Code for public comment.
- 7.3 Contractor shall produce two-page color newsletter that highlights the project status and issues of concern and publicizes Public Event #2. Contractor shall deliver one electronic version and one camera-ready copy of the newsletter. City shall mail the newsletter at least two weeks prior to Public Event #2.
- 7.4 City shall schedule and notice Public Event #2 and City Council Meeting #3. Work Session staff packet must include proposed adoption schedule.
- 7.5 Contractor shall meet with City and TAC (TAC Meeting #6) during day prior to public event to present drafts. In cases where contradictory input is provided, City shall resolve conflict prior to Contractor preparing revision.
- 7.6 Contractor shall facilitate Public Event #2 to present proposed documents and solicit input. In cases where contradictory input is provided, City shall resolve conflict prior to Contractor preparing revision.
- 7.7 Contractor shall facilitate City Council Meeting #3 to present proposed documents, summarize public input received at Public Event #2, and solicit input regarding changes, preferred alternative, and proposed adoption schedule. In cases where City Council members provide contradictory input, City shall resolve conflict prior to Contractor preparing revision.

Schedule: Months 14 and 15

City Deliverables:

- A. Administrative duties and facilitation, secondary to Contractor, of TAC Meeting #6, Public Event #2 and City Council Meeting #3.
- B. Staff Packets for City Council Meeting #3 that includes proposed public hearing dates for adoption by May 2003.
- C. Review, duplication, and mailing of Newsletter to interested parties.

Contractor Deliverables:

- A. Draft TSP – Revised Contractor Deliverable 5.G to include Task 7 input and relevant Task 6 changes. (Cost: \$6,300)
- B. Draft Comprehensive Plan - Revised Contractor Deliverable 4.A to include Tasks 6 and 7 input. (Cost: \$1,100)
- C. Draft Land Use Code - Revised Contractor Deliverable 4.A to include Tasks 6 and 7 input. (Cost: \$2,200)
- D. Two-page color newsletter. Newsletter must include project status, issues of concern, and information regarding Public Event #2. (Cost: \$1,600)
- E. Facilitation of TAC Meeting #6 and record of comments. A minimum of two key Contractor personnel must attend. (Cost: \$2,800)
- F. Facilitation of Public Event #2 and record of comments. A minimum of two key Contractor personnel must attend. (Cost: \$4,400)
- G. Facilitation of City Council Meeting #3. A minimum of two key Contractor personnel must attend. (Cost: \$2,100)

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 1,310	\$ 14,840
City Engineer	2 hrs.	88	
Senior Engineer	4 hrs.	148	
CAD Operator	2 hrs.	54	
City Planner	15 hrs.	630	
Planning Technician	10 hrs.	290	
Support	4 hrs.	100	
City Direct		\$ 400	\$ 1,325
Contractor		\$ 20,500	\$ 112,200
Task Total		\$ 22,110	\$ 128,365

Task 8: Preparation for Adoption

Objective: To prepare final versions of Draft TSP, Draft Comprehensive Plan, and Draft Land Use Code and other adoption related materials.

Subtasks:

- 8.1 Contractor shall make revisions to the Draft TSP, the Draft Comprehensive Plan, the Draft Land Use Code and other adoption materials to incorporate Task 7 input. Contractor shall provide a hard copy and electronic version to the TAC three weeks prior to TAC Meeting #7.
- 8.2 City shall schedule and notice TAC Meeting #7.
- 8.3 Contractor shall facilitate TAC Meeting #7 and gather final specific comments from the members. In cases where contradictory input is provided, City shall resolve conflict prior to Contractor preparing revision.
- 8.4 Contractor shall make a single revision to the Draft TSP, Draft Comprehensive Plan, Draft Land Use Code and other adoption materials based on TAC Meeting #7 input.
- 8.5 City shall schedule public hearings to adopt TSP and Comprehensive Plan and Land Use Code changes
- 8.6 Contractor shall prepare findings of fact and recommendation as a decision document for the Planning Commission and City Council approval. Contractor shall prepare findings demonstrating compliance with TPR and applicable state and local goals and policies.
- 8.7 City shall prepare a staff report and adoption ordinances incorporating findings of fact and recommendation.
- 8.8 City shall prepare the 45-day notice to DLCD in accordance with ORS 197.610.
- 8.9 City shall prepare and distribute the Ballot Measure 56 public notice to comply with public notice requirements. City shall prepare a memo to DLCD advising of the need for notice under Measure 56, and preparation of the request for reimbursement and any required documentation. *Note: This subtask is eligible for reimbursement under separate state funds and the staff hours and direct costs are not included in the City match.*

Schedule: Months 15 and 16

City Deliverables:

- A. Administrative duties and facilitation, secondary to Contractor, of TAC Meeting #7.
- B. Legal advertisement of public hearings.
- C. Staff Report and Recommendations
- D. Adoption Ordinances
- E. DLCD 45-day notice.
- F. Distribution of Measure 56 notices.
- G. DLCD reimbursement request for Measure 56 notices.

Contractor Deliverables:

- A. Facilitation of TAC Meeting #7 and record of comments. A minimum of two key Contractor personnel must attend. (Cost: \$2,800)
- B. Final Draft TSP – Revised Contractor Deliverable 7.A to include TAC Meeting #7 input. (Cost: \$3,100)
- C. Final Draft Comprehensive Plan – Revised Contractor Deliverable 7.B to include TAC Meeting #7 input. (Cost: \$2,400)
- D. Final Draft Land Use Code – Revised Contractor Deliverable 7.C to include TAC Meeting #7 input. (Cost: \$2,400)
- E. Findings of Fact and Recommendations. – Staff Report attachment that demonstrates Contractor Deliverables 8.B, 8.C, and 8.D's compliance with TPR and applicable state and local goals and policies sufficient to provide the legal basis for City Council action. (Cost: \$2,800)

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 862	\$ 15,702
Senior Engineer	2 hrs.	74	
City Planner	15 hrs.	630	
Planning Technician	2 hrs.	58	
Support	4 hrs.	100	
City Direct		\$ 50	\$ 1,375
Contractor		\$ 13,500	\$ 125,700
Task Total		\$ 14,412	\$ 142,777

Task 9: Adoption

Objective: To adopt TSP and revisions to Comprehensive Plan and Land Use Code.

Subtasks:

- 9.1 City shall make presentation at Planning Commission hearing. Contractor shall attend Planning Commission hearing to answer questions.
- 9.2 City shall make presentation at City Council hearing. Contractor shall attend City Council hearing to answer questions.
- 9.3 City shall submit yellow form with completed Goal 12 work task to DLCD.
- 9.4 Contractor shall make final revisions and deliver electronic version and one camera-ready copy each of the Comprehensive Plan, TSP, and Land Use Code.

Schedule: Months 17 and 18

City Deliverables:

- A. Presentation at planning Commission and City Council public hearings.
- B. DLCD periodic review notice

Contractor Deliverables:

- A. Presentation, secondary to City, at Planning Commission public hearing. A minimum of two key Contractor personnel must attend. (Cost: \$1,800)
- B. Presentation, secondary to City, at City Council public hearing. A minimum of two key Contractor personnel must attend. (Cost: \$1,800)
- C. Adopted version of Comprehensive Plan. (Cost: \$1,500)
- D. Adopted version of TSP. (Cost: \$1,500)
- E. Adopted version of Land Use Code. (Cost: \$1,500)

Budget:

Project Costs		Task Costs	Project Total
City Staff		\$ 1,065	\$ 16,767
Senior Engineer	4 hrs.	148	
City Planner	16 hrs.	672	
Planning Technician	5 hrs.	145	
Support	4 hrs.	100	
City Direct		\$ 25	\$ 1,400
Contractor		\$ 8,100	\$ 133,800
Task Total		\$ 9,190	
Project Total			\$ 151,967

The required match for this project is \$15,314; the City is anticipated to over match by an estimate of \$2,853.

DBE Statement

The 8 percent Disadvantage Business Enterprise (DBE) requirement for this contract (\$32,000 of \$133,800) will be met by Angelo Eaton and Associates (Certification #2893). Angelo Eaton will participate in developing the policy, code and ordinance revisions for the TSP refinement.

Figure A

<u>Newberg-Dundee Transportation Improvement Project Transportation Management and Land Use Elements</u>				
		How Addressed in TGM Grant		
		TSP	Comprehensive Plan	Code
<u>TRANSPORTATION MANAGEMENT ELEMENTS</u>				
Transit				
1	Provide a moderate (30-minute peak, 60-minute off-peak) level of express bus service, including park-and-ride lots and local buses. (Mid term)	Analysis (Task 5), Supporting Policies		
2	Improve bus system to serve the express bus transit stops. (Mid term)	Supporting Policies		
3	Concentrate park-and-ride lots to support express and local bus service. (Mid term)	Analysis (Task 5)		
4	Utilize local buses to feed the inter-city express bus system.	Supporting Policies		
5	Consider a commuter rail line from McMinnville to the proposed Wilsonville/Beaverton commuter rail line.	Supporting Policies		
State Highway Improvements				
6	Add left and/or right turning lanes at key OR 99W intersections throughout the project limits. (Mid to long term)	Analysis (Task 5)		
7	Manage access to OR 99W by consolidating and/or relocating private driveways and by providing local street connections where feasible. (Continuous)	Analysis (Task 5), Supporting Policies		Implementing Changes
8	Integrate bypass with the local street system to maintain connectivity within and between communities.	Analysis (Task 5), Supporting Policies	Supporting Policies	
9	Identify interim improvements to OR 99W in Dundee to relieve congestion. (Short term)	Not Applicable		
10	Provide appropriate Intelligent Transportation System (ITS)	Supporting Policies		

<u>Newberg-Dundee Transportation Improvement Project Transportation Management and Land Use Elements</u>				
		How Addressed in TGM Grant		
		TSP	Comprehensive Plan	Code
	measures on OR 99W. (Mid to long term)			
Improvements to Local Street Systems				
11	Improve, build and/or interconnect existing local or collector roadways within and between Newberg and Dundee to provide alternatives to OR 99W for local trips. (Short to long term)	Analysis (Task 5), Supporting Policies		
12	Provide pedestrian and bicycle facilities, including bicycle and pedestrian links to park-and-ride lots and adequate pedestrian and bicycle crossings along the bypass.	Analysis (Task 5), Supporting Policies		
13	Employ traffic calming measures as appropriate. (Mid term)	Not applicable		
14	Encourage transportation demand management measures, such as carpooling, staggered shift changes, flex-time, and telecommuting. (Continuous)	Update (Task 5), Supporting Policies		
<u>LAND USE ELEMENTS</u>				
15	In order to safeguard the state and local investment in transportation improvements and ensure the long-term function of the new highway alignment, ODOT will:			
	a. Provide no private access to the new highway alignment	Not applicable		
	b. Provide access to the new highway alignment only at agreed upon public interchanges or intersections.	Not applicable		
	c. Work collaboratively with local governments to develop and implement interchange or intersection management plans for all planned public interchanges and/or intersections, following all applicable ODOT administrative rules and Oregon Highway Plan policies.	Analysis (Task 6), Supporting Policies		
	d. Use the interchange/intersection management plans to	Supporting Policies	Supporting Policies	

<u>Newberg-Dundee Transportation Improvement Project Transportation Management and Land Use Elements</u>				
		How Addressed in TGM Grant		
		TSP	Comprehensive Plan	Code
	ensure that planned land uses in the vicinity of each new interchange or intersection are consistent with the function of the bypass to serve through traffic and can be adequately supported by the planned transportation improvements (as per OHP standards).			
	e. If planned land uses in the vicinity of each new interchange or intersection cannot be adequately supported by the planned transportation improvements (as per OHP standards), use the interchange/intersection management plans as the basis for working with local governments to amend them	Supporting Policies	Supporting Policies	
	f. Purchase access rights along the new highway alignment in accordance with interchange/intersection management plans.	Not applicable		
16	Newberg, Dundee and Yamhill County will adopt comprehensive plan policies and zoning amendments to preclude retail commercial development and highway-oriented development at proposed access points and avoid orienting to the bypass development along its corridor. Highway-oriented uses include retail commercial activities including hotels, motels, gas stations, automobile dealerships, restaurants, retail stores and shops.		Supporting Policies	Implementing Changes
17	Encourage neighborhood medium-density mixed-use nodes. (Continuous)		Supporting Policies	Implementing Changes
18	For Downtown Newberg and Dundee, encourage the following: (Continuous)			
	a. Increased development density.	Addressed in 1999-01 TGM Code Assistance project; adoption scheduled for early 2002.		

<i>Newberg-Dundee Transportation Improvement Project Transportation Management and Land Use Elements</i>				
		How Addressed in TGM Grant		
		TSP	Comprehensive Plan	Code
	b. Adequate off-street parking and truck loading areas.			
	c. Other measures that strengthen the viability of the core.			
19	Encourage urban-type development to remain within existing urban growth boundaries and discourage expansion of urban growth boundaries. (Continuous)	Supporting Policies	Supporting Policies	
20	Discourage large-scale retail zoning outside of Newberg's and Dundee's central business districts. (Continuous)	Supporting Policies	Supporting Policies	
21	Consider system development charges to support local transportation improvements necessitated by land development. (short term)	Not applicable – updated August 2000		

Figure B

Intersections to be Analyzed	
Hancock/Main	
Hancock/College	
First/River	
First/College	
First/Main	
Hwy99W/Villa	
Hwy99W/Springbrook	
Hancock/Blaine	
Hancock/Meridian	
First/Meridian	
First/Blaine	
First/ Harrison (Hwy99W)	
Third/Hwy99W	
Fifth/Main/Dayton	
11th/Wynooski*	
Hwy99W/Elliot	
Hwy99W/Vittoria	
Mountainview/Springbrook*	
Sunnycrest/Hwy99W	
Haworth/Villa	
Haworth/Springbrook	
Wilsonville Rd./Hwy219	
Wilsonville Rd./Springbrook*	
Mountainview/Aspen Way S.*	
Hwy 99W/Brutsher	



Oregon

John A. Kitzhaber, M.D., Governor

CITY OF NEWBERG
CITY REFERENCE INDEX NO. 1910

Transportation & Growth Management Program

635 Capitol St. NE, Suite 150
Salem, OR 97301-2540
(503) 373-0050
FAX (503) 378-2687

*Rec'd
3/28/02
D.B.*

A Joint Program
of the
Department of
Transportation
and the
Department of
Land Conservation
and
Development

March 26, 2002

David Beam
PO Box 970
Newberg, OR 97132

Dear Mr. Beam:

RE: File Code 2J-01; City of Newberg,
Transportation System Plan Refinement

Enclosed for your records is your copy of the fully executed Intergovernmental Agreement.

This contract is financed, in part, with Federal Transportation Equity Act for the 21st Century (TEA-21) funds. Please ensure your final deliverables have 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 Transportation Equity Act for the 21st Century (TEA-21), local government, and the State of Oregon funds.

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

If you have any questions, please contact Elizabeth Ledet at 503-373-0050 Ext 269.

Sincerely,

Doni Wolfe

Doni Wolfe
TGM Program Assistant

Enclosure

cc: Rob Heyman
FHWA
Stefan Hamlin
General Files
Elizabeth Ledet
File Code: 2J-01



INTERGOVERNMENTAL AGREEMENT
City of Newberg, Transportation System Plan Refinement

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT", and City of Newberg, hereinafter referred to as "City".

RECITALS

1. The Transportation and Growth Management Program, hereinafter referred to as the "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 objectives of these projects are 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 is financed with federal Transportation Equity Act for the 21st Century (TEA-21) funds. State Gas Tax funds are used as match for TEA-21 funds.
4. By authority granted in ORS 190.110 and 283.110, 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. The 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, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERM OF AGREEMENT; DEFINITIONS

1. The beginning date of this agreement is that date on which all parties have signed. The termination date of this agreement is June 28, 2002.
2. The **project** is described in Exhibit A attached hereto and by this reference made a part hereof.

3. The **total project cost** is the sum of qualified costs incurred by the City and the personal services contractor(s) for this project.
4. The **grant amount** is the sum of the City's amount (defined below) and the personal services contract amount (defined below) payable by ODOT. The grant amount shall not exceed \$120,300.
5. The **City's amount** is the maximum amount payable by ODOT to City for the project and shall not exceed \$0.
6. The **personal services contract amount** is the amount payable by ODOT to a personal services contractor(s) and is equal to the total amount payable for all deliverables described in Exhibit A for which the personal services contractor(s) is identified as responsible. The personal services contract amount is \$120,300.
7. City's **matching amount** is the maximum amount of matching funds which the City is required to expend to fund the project and is 10.27% of the total project cost, or up to \$13,769.
8. **Qualified costs** are direct project costs, including matching amounts, incurred by the City and personal services contractor(s) during the term of this agreement.
9. **Direct project costs** are 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.

CITY REPRESENTATIONS, WARRANTIES, AND COVENANTS

1. City shall perform the work and provide the deliverables described in Exhibit A, for which City is identified in Exhibit A as being responsible.
2. City shall be responsible for any nonqualifying costs associated with the work described in Exhibit A and any costs above the City amount.
3. City shall perform the work identified in Exhibit A as City's responsibility under this agreement as an independent contractor. City shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform any work identified in Exhibit A as City's responsibility and 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.

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.

4. City shall present cost reports, reimbursement requests, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall not submit requests for payment that exceed the City's amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.
5. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:
 - a. Meet with the ODOT's Contract Administrator; and
 - b. Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the project.
6. 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 and 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.
7. City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) 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.
8. City shall not enter into any subcontracts to accomplish work described in Exhibit A, unless written approval is first obtained from ODOT.
9. If ODOT engages a personal services contractor(s) to accomplish work described in Exhibit A, City shall:
 - a. Provide ODOT's Contract Administrator with the opportunity to participate in the personal services contractor selection;
 - b. Select personal services contractor(s) in accord with ODOT procedures, and advise ODOT of City's recommendation;

- c. Provide ODOT's Contract Administrator with the opportunity to review and approve personal services contractor's work, billings and progress reports; and
 - d. Provide a project manager to:
 - i. be City's principal contact person for ODOT's Contract Administrator and the personal services contractor for the project;
 - ii. monitor and coordinate the work of the personal services contractor;
 - iii. review and approve bills and deliverables (work products) produced and submitted by the personal services contractor; and
 - iv. advise ODOT's Contract Administrator regarding payments to the personal services contractor.
10. City acknowledges and agrees that City shall not be reimbursed for, and shall not request reimbursement for, project costs or expenses related to this agreement which are incurred prior to the execution of this agreement.
11. All project work products of City that result from this agreement are the exclusive property of ODOT. ODOT and City intend that such work products be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, the work products are 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 products, 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 products, 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.

ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any work products for distribution upon request to members of the public.

12. 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 Transportation Equity Act for the 21st Century (TEA-21), local government, and the State of Oregon funds.

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

13. City shall submit two hard copies of all final products produced in accordance with this agreement to ODOT's Contract Administrator, unless otherwise specified in Exhibit A. City shall also submit to ODOT's Contract Administrator all final products produced in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on IBM-compatible 3.5" computer diskettes. The Oregon Department of Land Conservation and Development may display appropriate products on its "home page".
14. City shall submit to ODOT's Contract Administrator all payment claims within 45 days after the termination date of this agreement.
15. Within 45 days after the termination date of this agreement, City shall provide, in a format provided by ODOT, a completion report. The report shall contain:
 - a. A summary of qualified costs incurred for the project, including reimbursable costs and matching amount;
 - b. The intended location of records (which may be subject to audit);
 - c. A list of final deliverables; and,
 - d. Prepare payment requests to ODOT's Contract Administrator for reimbursement.
16. Within 45 days after the termination date of this agreement, City shall pay to ODOT the matching amount less previously reported qualifying matching amount. ODOT shall use any funds paid to it under this paragraph to substitute for an equal amount of federal TEA-21 funds used for the project or use as matching funds.
17. 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, the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, as amended from time-to-time, which are incorporated by reference herein.
18. Without limiting the generality of the foregoing, City expressly agrees to comply with:
 - a. Title VI of Civil Rights Act of 1964;
 - b. Section V of the Rehabilitation Act of 1973;
 - c. The Americans with Disabilities Act of 1990 and ORS 659.425;
 - d. All regulations and administrative rules established pursuant to the foregoing laws; and,
 - e. All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

19. City, and all employers working under this agreement, are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
20. City represents and warrants to ODOT that:
 - a. it is duly formed and operating under applicable State of Oregon law;
 - b. City has full legal right and authority to execute and deliver this agreement and to observe and perform its duties, covenants, obligations and agreements hereunder and to undertake and complete the project;
 - c. the agreement has been authorized pursuant to its official action that has been adopted and authorized in accordance with applicable state law;
 - d. the agreement is duly authorized and executed and delivered by an authorized officer(s) of City and constitutes its legal, valid and binding obligations enforceable in accordance with its terms;
 - e. the authorization, execution and delivery of the agreement by it, the observation and performance of its duties, covenants, obligations 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, judgement, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or assets; and,
 - f. the statement of work attached to this agreement as Exhibit A has been approved by ODOT's Contract Administrator.

ODOT COVENANTS

1. ODOT shall reimburse City for qualified costs for work described in Exhibit A, up to the City's amount.
2. ODOT shall make interim payments within 45 days of satisfactory completion (as determined by City's project manager and ODOT's Contract Administrator) of deliverables identified as being the City's responsibility in the approved statement of work, described in Exhibit A. Subject to the 10% withholding described in paragraph 3, below, the amount of the interim payment for a deliverable will be the qualified costs in the payment request. The balance due to City under this paragraph shall be payable within 45 days of ODOT's Contract Administrator's approval of the completion report described in paragraph 14 of City Representations, Warranties, and Covenants.
3. Further, ODOT reserves the right to withhold payment equal to 10% of the total project amount until all work required hereunder (and under any personal services

contract(s) related to the project) is completed and accepted by the ODOT's Contract Administrator.

4. ODOT shall limit reimbursement of travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.
5. 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.
6. ODOT will provide City the statements of proposal for the City's project that meet the minimum requirements of the Request for Proposals, advertised by the Transportation Growth Management Program for this project.
7. ODOT will assign a Contract Administrator for this agreement who will be ODOT's principal contact person regarding administration of this agreement.
8. If ODOT engages a personal services contractor(s) to perform the work described in Exhibit A, it agrees to pay personal service contractor(s) the personal services contract amount, subject to the terms and conditions of the applicable personal services contract(s).
9. If ODOT engages a personal service contractor(s) to complete work described in Exhibit A, ODOT's Contract Administrator shall:
 - a. At his/her discretion, participate in selection of a personal services contractor(s), monitor personal services contractor's work, review and approve personal services contractor billings and progress reports; and
 - b. Prepare and obtain execution of a personal services contract(s).

GENERAL PROVISIONS

1. Budget modifications and major adjustments from the work described in Exhibit A must be processed as an amendment to this agreement and personal services contract(s).
2. 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. Failing to complete work specified in Exhibit A within the time specified in this agreement, including any extensions thereof, or failing to perform any of the provisions of this agreement and City 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. 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.
 - c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided for in this agreement.

Any termination of this agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

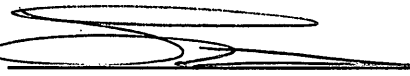
- 3. As federal funds are involved in this grant, Exhibits B and C are attached hereto and by this reference made a part of this agreement and are hereby certified to by City's representatives.
- 4. Except as otherwise expressly provided in this agreement, any communications between the parties hereto or 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.
- 5. 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.
- 6. This agreement and attached exhibits 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 waiver, consent, 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. 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.

The Oregon Transportation Commission on March 18, 1999, approved Subdelegation Order No. 2, in which the Director grants authority to the Branch and Region Managers to approve and execute agreements for projects included in the Statewide Transportation Improvement Program.

ATTORNEY GENERAL'S OFFICE

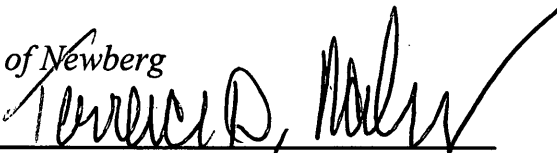
Approved as to legal sufficiency by the Attorney General's office.

By: 
(Official's Signature)

Date: 2/26/02

City

City of Newberg

By: 
(Official's Signature)

City Manager
(Printed Name and Title of Official)

Date: 3/20/02

ODOT

STATE OF OREGON, by and through its Department of Transportation

By: 
Craig Greenleaf, Deputy Director
Transportation Development Division

Date: 3/25/02

David Beam
City of Newberg
PO Box 970
Newberg, OR 97132
Phone: 503-538-9421
Fax: 503-537-1272
E-Mail: 2

Elizabeth Ledet, Contract Administrator
Transportation and Growth Management Program
635 Capitol Street NE, Suite 150
Salem, OR 97301
Phone: 503-373-0050 Ext 269
Fax: 503-378-2687
E-Mail: elizabeth.ledet@state.or.us

Exhibit A
SCOPE OF WORK
Transportation System Plan Refinement

PROJECT COOPERATION

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

Any Contractor 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 indication of non-cooperation, the Contractor shall provide written notice (email acceptable) to Agency Contract Administrator of the specific acts or inaction indicating non-cooperation and of any deliverables that may be delayed due to such lack of cooperation by other entities referenced in the statement of work.
2. Agency Contract Administrator shall contact the non-cooperative entity/s to discuss the matter and attempt to correct the problem and/or expedite items determined to be delaying the Contractor/project.
3. If Contractor has followed the notification process described in item 1, and delinquency or delay of any deliverable is found to be a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in the statement of work, the Contractor will not be found in breach or default of contract; nor shall the Contractor be assessed or liable for any damages. Neither shall Agency be responsible or liable for any damages to Contractor as the result of such non-cooperation by other entities. The Agency Contract Administrator will negotiate with Contractor in the best interest of the State, and may amend the delivery schedule to allow for delinquencies beyond the control of the Contractor.

Definitions

Agency/ODOT – Oregon Department of Transportation

City – City of Newberg

DLCD - Department of Land Conservation and Development

EIS – Environmental Impact Statement

GIS – Geographic Information Systems

ITS – Intelligent Transportation System

NDTIP - Newberg-Dundee Transportation Improvement Project

OHP – Oregon Highway Plan
TAC – Technical Advisory Committee
TAZ – Traffic Analysis Zone
TGM – Transportation and Growth Management
TPAU – Transportation Planning and Analysis Unit
TPR – Transportation Planning Rule
TSP – Transportation System Plan

Project Purpose/Transportation Relationship and Benefits

The City of Newberg (City) is located approximately 25 miles southwest from the City of Portland. City's population grew rapidly in the last decade, from a population of approximately 13,000 in 1990 to 18,000 in 2000, which has placed increasing strain on the local transportation network. Additionally, growth in other parts of Oregon affects State Highway 99W, the principal transportation route between the Portland metropolitan area and the Pacific Coast.

The Oregon Department of Transportation (ODOT) is currently studying potential solutions to 99W congestion through the Newberg-Dundee Transportation Improvement Project (NDTIP). As part of this effort, the NDTIP is considering a number of methods - the Transportation Management and Land Use Elements (Figure A) - including construction of a bypass, increased transit service, and plan and policy changes to protect existing commercial areas and maintain the through function of a bypass. The release of the draft Location Environmental Impact Statement (EIS) for the proposed bypass is expected in March 2002. City is desirous that the bypass becomes an asset by diverting through trips out of the downtown and other areas. City also intends the bypass not increase pressure for development inconsistent with City's Comprehensive Plan and compete with existing commercial areas.

The Transportation System Plan Refinement will establish a set of land use and transportation measures and plans to incorporate and protect state and local transportation investments and to maintain local character. Development and access standards will be developed to ensure that a bypass has minimal impact on the City's planned uses and the through function of the bypass is protected. A local street plan will be developed to ensure there are sufficient crossings and parallel routes so the bypass does not present a barrier to community cohesion and there is adequate local circulation for local trips off of state highways. The Transportation System Plan (TSP) adopted in 1994 will be updated to address changed local conditions and to incorporate the bypass and its related measures. ODOT will assist the general update effort by developing a comprehensive travel demand model that will forecast travel time and traffic volumes for the year 2025; this effort will be a parallel, but separately funded, project.

Project Objectives

The objectives of the Transportation System Plan Refinement include the following:

- A. To incorporate the NDTIP preferred alternative and associated measures into the TSP by:
 - 1) *Creating development standards that insure that development along the bypass route does not detract from downtown and other areas (NDTIP Transportation Management and Land Use Elements 16 through 20).* A major improvement such as the bypass has the ability to attract development away from the City's desired locations – downtown and other planned and existing areas. In time, the incremental affect of improperly sited uses will negate the positive transportation benefit.
 - 2) *Providing a Coordinated Plan for Circulation along the Bypass and Near Interchanges (NDTIP Transportation Management and Land Use Elements 8, 11 and 12).* Proper planning will integrate the bypass into the fabric of the City so that it is an asset rather than a liability. The Transportation System Plan Refinement will re-examine the 1994 TSP's existing and future recommended collector and arterial street plan to determine the number and locations of street crossings needed to keep the bypass from being a barrier to local circulation within the existing Urban Growth Boundary.
 - 3) *Providing a Plan for Managing Bypass Interchanges (NDTIP Transportation Management and Land Use Elements 15).* Interchanges should provide safe and convenient access to the bypass yet not attract inappropriate development that will degrade the intended bypass function. To protect the bypass for through travel, the Transportation System Plan Refinement will develop, at identified interchanges/connections, plans and code language to limit driveways, plan for local street connections, and restrict highway-oriented development.
 - 4) *Developing a Plan for Highway 99W (NDTIP Transportation Management and Land Use Elements 6, 7, and 10).* Highway 99W will serve primarily local traffic after the bypass is constructed. The Transportation System Plan Refinement will consider the desired character of the highway and develop a set of improvements and code language changes to implement the plan.
 - 5) *Coordinating Transit Improvements (NDTIP Transportation Management and Land Use Elements 1 through 5).* The Transportation System Plan Refinement will give the City and other stakeholders an opportunity to plan for the location of future transit stations and park-and-ride lots and the

appropriate plan and code amendments to implement future service. Generalized transit routes will be developed that service activity centers.

- 6) *Encouraging Transportation and Demand Management Measures (NDTIP Transportation Management and Land Use Element 14).* Efficient use of transportation infrastructure lengthens the useful life of capacity improvements. The Transportation System Plan Refinement will consider appropriate measures and develop a set of strategies and plan and code language changes to further them.
- B. To address the requirements of the Transportation System Planning Guidelines 2001 by:
- 1) Updating present and projected data to more accurately reflect current community conditions and needs.
 - 2) Updating the 1994 TSP to include requirements of the Oregon Highway Plan (OHP) and to address changes to the Transportation Planning Rule (TPR).

STATEMENT OF WORK

All of Contractor's text products must be produced in Word Perfect 8.0; all electronic maps must be produced in ArcView 3.2. All Contract deliverables must be provided simultaneously in hard copy and electronic version to City and Contract Administrator pursuant to the Schedule and the contract requirements, unless otherwise stated.

Contractor must provide the number of copies of meeting materials appropriate to expected number of attendees for Tasks 3 through 8, unless otherwise stated. City must provide the number of meeting materials appropriate to expected number of attendees for Tasks 1, 2, and 9. City shall be responsible for all meeting scheduling, notices, mailings, refreshments, and minutes unless otherwise stated.

Contractor will enter this project - after milestone determination at the completion of Task 2 and will receive authorization to proceed to the subsequent milestone via ODOT's Letter to Proceed at each milestone determination. A registered engineer must prepare the roadway and intersection volume-to-capacity analysis.

Task 1: Update Background Data (City task)

Objective: To provide accurate, up-to-date information to Contractor for use in modeling and preparing TSP.

Subtasks:

- 1.1 City develops Existing Conditions land use/demographic data for the model base year (2000). Traffic Analysis Zone (TAZ) data tables for Existing Conditions shall follow the boundaries in the 1994 TSP. City shall utilize its Geographic Information System (GIS) data regarding existing development to build the data tables.
- 1.2 City develops land use/demographic data for the model Forecast Year (2025). TAZ data tables must follow the boundaries in the 1994 TSP. City shall utilize its Buildable Lands Inventory developed as part of Periodic Review and expectations regarding the probable locations of development to build the data tables.
- 1.3 City prepares map of local arterials, collectors, and important local streets for use in Task 2 modeling.
- 1.4 City compiles local and state plans, goals and policies, rules, and codes relevant to updating the 1994 TSP, such as the 1999 OHP and revisions to the TPR.
- 1.5 City updates system inventories from 1994 TSP.
- 1.6 City updates constraints from 1994 TSP
- 1.7 City identifies and appoints Technical Advisory Committee (TAC) members from the appropriate state, regional, and local agencies. The TAC must be comprised of, at a minimum, staff of: ODOT Region 2, ODOT District 3, ODOT Transportation Planning and Analysis Unit (TPAU), Department of Land Conservation and Development (DLCD), Yamhill County, and other agencies as necessary to provide technical expertise with subjects such as traffic, land use, and natural resources. The TAC will provide the technical and regulatory parameters early in the project to review and guide the development of possible outcomes
- 1.8 City schedules, notices, and leads TAC Meeting #1 in Month 3 to review data tables and updated inventories.

Schedule: Months 1 through 5.

City Deliverables:

1. Existing Conditions (2000) TAZ housing and employment data tables.
2. Forecast Year (2025) TAZ housing and employment data tables.
3. Map of arterials, collectors, and important local streets within City that contains:
 - a) Posted speeds
 - b) Number of travel lanes
 - c) Intersection controls
4. Relevant local and state plans, goals and policies, rules, and codes, including but not limited to: 1997 TSP; City's Comprehensive Plan, zoning ordinances, development code, and subdivision code; 1999 OHP; and the TPR.
5. Updated system inventories in hand-drawn or GIS format for:
 - 1) Streets

- 2) Existing pavement conditions
- 3) Bridges
- 4) Dedicated rights-of-way
- 5) High accident locations
- 6) Sidewalks
- 7) Bicycle routes
- 8) Public transportation services
- 9) School bus routes
- 10) Activity center locations, such as school and park sites
- 11) Truck routes/freight movement
- 12) Railways and air
6. Updated constraints inventories in hand –drawn or GIS format for:
 - 1) Wetlands
 - 2) Natural areas
 - 3) Historic buildings
 - 4) Cemeteries
 - 5) Publicly-owned land such as utilities, parks and schools
 - 6) Waterways
7. List of TAC members with mailing addresses, phone numbers, and e-mail addresses.
8. Administrative duties and facilitation of TAC Meeting #1 in Month 3.

Contractor Deliverables:

None

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 8,839	\$ 8,839
City Engineer	3 hrs.	132	
Senior Engineer	10 hrs.	370	
CAD Operator	146 hrs.	3,942	
City Planner	26 hrs.	1,092	
Planning Technician	107 hrs.	3,103	
Support	8 hrs.	200	
City Direct		\$ 50	\$ 50
Contractor		\$ 0	\$ 0
Task Total		\$ 8,889	\$ 8,889

Milestone

Contract Administrator's review of completion of City Deliverables 1.1 and 1.3 through 1.7 shall be completed by end of Month 3 from Intergovernmental Agreement execution. Contract Administrator review of progress towards completion of City Deliverable 1.2 shall be completed by end of Month 3 from Intergovernmental Agreement execution. Contract Administrator shall determine if above deliverables are sufficiently complete or underway to proceed with remaining tasks. Contract Administrator shall advise City of decision regarding termination or remedy.

Task 2: Project Kick-Off (City task)

Objective: To inform affected parties of project parameters and schedule.

Subtasks:

- 2.1 City schedules, notices, and leads Kick-Off meeting (Public Event #1). City shall invite TAC, Planning Commission, and City Council members, as well as members of the public. City shall present project goals, schedule, and anticipated products and gather input.
- 2.2 City schedules, notices, and leads City Council Meeting #1. City prepares annotated outline of plan, policy, and code areas proposed for revision.
- 2.3 City Council endorses annotated outline of NDTIP Transportation Management and Land Use Elements to be amended and included in Statement of Work as Contractor tasks.

Schedule: Months 1 through 3

City Deliverables:

1. Administrative duties and facilitation of Kick-Off Meeting (Public Event #1) and City Council Meeting #1.
2. NDTIP Transportation Management and Land Use Elements Outline - Annotated outline of the specific plan, policy, and code areas proposed for revision. The outline must include chapters and sections of the:
 - a) Comprehensive Plan
 - b) TSP
 - c) Zoning Code
 - d) Development Ordinances
 - e) Subdivision ordinances.

The outline must include the scope and likely types of changes to the specific areas necessary to implement the NDTIP Transportation Management and Land Use Elements. The outline must be provided to Contract Administrator three weeks before City Council Meeting #1.

3. City Council Meeting #1 minutes.

Contractor Deliverables:

None

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 1,598	\$ 10,437
City Engineer	2 hrs.	88	
Senior Engineer	6 hrs.	222	
City Planner	20 hrs.	840	
Planning Technician	12 hrs.	348	
Support	4 hrs.	100	
City Direct		\$ 200	\$ 250
Contractor		\$ 0	\$ 0
Task Total		\$ 1,798	\$ 10,687

Milestone

Contract Administrator reviews City Council minutes and action regarding NDTIP Transportation Management and Land Use Elements. Contract Administrator shall advise City of decision regarding addition of Contractor to Statement of Work.

Task 3: Prepare Travel Demand Model (ODOT and City task)

Objective: To update and improve computer modeling of City to allow for improved decisions regarding local needs and solutions.

Subtasks:

- 3.1 ODOT collects traffic counts at appropriate locations throughout City.
- 3.2 ODOT TPAU develops and calibrates a new Existing Conditions and Forecast Year No-Build Alternative travel demand model of City using Task 1 deliverables and Subtask 3.1 counts. ODOT TPAU shall include City of Dundee in model as data permits.
- 3.3 ODOT TPAU prepares tables and maps of model output.

Schedule: Months 4 through 7

City Deliverable:

1. Assistance in and review of ODOT TPAU model development.

Contractor Deliverables:

None

ODOT Deliverables (To be prepared using funds outside of the Transportation and Growth Management (TGM) grant):

1. Existing Conditions and Forecast Year No-Build Alternative Travel demand model of City.
2. Model output (printed and electronic copy) including:
 - a) Travel time for all origin destination pairs between TAZs
 - b) Travel time and auto volume for all links that connect TAZs

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 580	\$ 11,017
City Engineer	2 hrs.	88	
Senior Engineer	8 hrs.	296	
CAD Operator	2 hrs.	54	
City Planner	2 hrs.	84	
Planning Technician	2 hrs.	58	
City Direct		\$ 0	\$ 250
Contractor		\$ 0	\$ 0
Task Total		\$ 580	\$ 11,267

Task 4: Develop Draft Policy, Code, and Ordinance Revisions

Objective: To begin preparation of needed changes to land use plans, policies, codes, and ordinances to implement the NDTIP Transportation Management and Land Use Elements; to comply with the TPR, State plans and policies; and to address local changes which have occurred since 1994.

Subtasks:

- 4.1 Contractor shall prepare a strikethrough/underline version of the Comprehensive Plan and Land Use Code to which identifies areas that are inconsistent with or missing language to comply with the TPR and OHP, and to carry out the NDTIP Transportation Management and Land Use Elements. Version includes input, as appropriate, from Public Event #1 and TAC Meeting #1.
- 4.2 City schedules and notices TAC Meeting #2. Contractor shall provide a hard and electronic copy of the strikethrough and underline version of the Comprehensive

Plan and Land Use Code to all members of TAC two weeks prior to TAC Meeting #2.

- 4.3 Contractor shall facilitate TAC Meeting #2 to gather technical review and input on strikethrough and underline version of the Comprehensive Plan and Land Use Code.
- 4.4 City schedules and notices City Council Meeting #2.
- 4.5 Contractor shall facilitate City Council Meeting #2 and solicit input on strikethrough and underline version of the Comprehensive Plan and Land Use Code.

Schedule: Months 4 through 7

City Deliverables:

- 1. Administrative duties and facilitation, secondary to Contractor, of TAC Meeting #2 and City Council Meeting #2.

Contractor Deliverables:

- 1. Strikethrough and underline versions of the Comprehensive Plan and Land Use Code. Versions must include:
 - a) Ordinance and plan changes as identified in City Deliverable 2.2.
 - b) Ordinance and plan changes to comply with the OHP and revisions to the TPR since 1994.
(Estimated Cost: \$11,000)
- 2. Facilitation of TAC Meeting #2 and record of comments. (Estimated Cost: \$1,300)
- 3. Facilitation of City Council Meeting #2. (Estimated Cost: \$2,000)

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 1,009	\$ 12,026
City Engineer	2 hrs.	88	
Senior Engineer	5 hrs.	185	
City Planner	11 hrs.	462	
Planning Technician	5 hrs.	174	
Support	4 hrs.	100	
City Direct		\$ 150	\$ 400
Contractor		\$ 14,300	\$ 14,300
Task Total		\$ 15,459	\$ 26,726

Milestone

Contract Administrator shall determine if Location EIS is sufficiently complete or underway to proceed with remaining tasks. Contract Administrator shall advise City and Contractor of decision regarding termination or amendment of Contract and Intergovernmental Agreement.

Task 5: Draft TSP Revisions

Objective: To begin TSP revisions following the Transportation System Planning Guidelines 2001.

Subtasks:

- 5.1 Contractor shall review Task 1 documents and inventories and makes a determination of any changes needed to comply with the TPR and the 1999 OHP and to be consistent with the Transportation System Planning Guidelines 2001. Contractor shall prepare an annotated outline of needed changes to the 1994 TSP.
- 5.2 Contractor shall prepare existing conditions volume-to-capacity analysis of roadways and intersections.
- 5.3 Contractor shall prepare four alternative groups of improvements to the Forecast Year transportation network to address the projected volumes in the Forecast Year no-build scenario from Task 3
- 5.4 ODOT TPAU shall model the four alternatives provided by the Contractor and shall provide the model output to the Contractor.
- 5.5 Contractor shall prepare a roadway and intersection volume-to-capacity analysis of the model output for the four alternatives.
- 5.6 City schedules and notices TAC Meeting #3. City copies and mails Contractor's work from Subtasks 5.1, .2, .3 and 5.5 to the TAC.
- 5.7 Contractor facilitates TAC Meeting #3 to gather technical review and input on annotated outline, updated model, and analysis of existing and projected operating conditions. Contractor shall solicit input on the desired character and function of Highway 99W after the bypass is built.
- 5.8 Contractor prepares a recommended list of improvements. The list must include improvements to Highway 99W that improve operating conditions before and after construction of the bypass and reflect the desired character and function of the facility.
- 5.9 Contractor prepares a list and maps of sites appropriate for transit stations and park-and-ride lots for incorporation in the TSP.
- 5.10 Contractor prepares a map of 5-7 bus routes that connect activity centers and Subtask 5.9 sites and which service higher-density neighborhoods.

- 5.11 Contractor prepares a strikethrough/underline version of the 1994 TSP which incorporates needed changes to comply with the TPR and OHP and input from the Public Event #1 and TAC Meeting #3.
- 5.12 City schedules and notices TAC Meeting #4. Contractor provides a hard and electronic copy of the strikethrough and underline version of the 1994 TSP to all members of TAC two weeks prior to TAC Meeting #4.
- 5.13 Contractor facilitates TAC Meeting #4 to gather technical review and input on strikethrough and underline version of the 1994 TSP.

Schedule: Months 8 through 13

City Deliverables:

- 1. Administrative duties and facilitation, secondary to Contractor, of TAC Meetings #3 and #4.

Contractor Deliverables:

- 1. Annotated outline of changes required to 1994 TSP to meet the requirements of the TPR and OHP and changes in local conditions. (Estimated Cost: \$4,400)
- 2. Analysis of volume-to-capacity for existing roadways and intersections. (Estimated Cost: \$8,800)
- 3. Four alternative groups of improvements to the transportation network to address the projected volumes in the no-build (Forecast Year) scenario from Task 3. At least one alternative must not include the bypass. (Estimated Cost: \$3,300)
- 4. Recommended list of improvements including Highway 99W improvements to alleviate operating conditions and to provide the desired character and function of the facility. (Estimated Cost: \$5,500)
- 5. List and maps of appropriate transit facility sites for incorporation in TSP. (Estimated Cost: \$1,100)
- 6. Maps of five to seven (5-7) bus routes for initial transit service to activity centers, transit stations and park-and-ride lots, and higher-density neighborhoods. (Estimated Cost: \$5,500)
- 7. Strikethrough and underline version of the 1994 TSP. Version must include:
 - A) Roadway access and performance measures and standards.
 - B) State highway access management, segment designations and mobility standards.
 - C) Accessibility to and standards for all modes of travel.
 - D) Updated inventories and constraints from Task 1.
 - E) Alternatives analysis and recommended improvements.
 - F) Transportation Demand Management measures.(Estimated Cost: \$16,500)

8. Facilitation of TAC Meeting #3 and record of comments. (Estimated Cost: \$2,400)
9. Facilitation of TAC Meeting #4 and record of comments. (Estimated Cost: \$2,000)

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 900	\$ 12,926
Senior Engineer	4 hrs.	148	
City Planner	10 hrs.	420	
Planning Technician	8 hrs.	232	
Support	4 hrs.	100	
City Direct		\$ 75	\$ 475
Contractor		\$ 49,500	\$ 63,800
Task Total		\$ 50,475	\$ 77,201

Task 6: Develop Protections for Bypass Interchanges

Objective: To enhance and protect the through function of the bypass, prepare plan, policy, and ordinance changes for streets and lands adjacent to the interchanges proposed in the Location EIS.

Subtasks:

- 6.1 Contractor reviews the locations proposed for interchanges in the Location EIS.
- 6.2 Contractor prepares maps of the proposed interchanges and surrounding areas within a half-mile radius that shows the effect of existing state and local policies and standards on the location and type of local street connections, property access, and land development.
- 6.3 Contractor prepares maps of the interchanges and surrounding areas that shows the effect of the local policies and standards proposed in Task 4 as part of the NDTIP Transportation Management and Land Use Elements.
- 6.4 City schedules and notices TAC Meeting #5. Contractor provides a hard and electronic copy of the Subtask 6.2 and 6.3 maps to all members of TAC two weeks prior to TAC Meeting #5.
- 6.5 Contractor facilitates TAC Meeting #5 to gather technical review and input on the maps and policies and standards. Contractor shall solicit input on changes to the policies and standards to further protect the bypass' through function, the operation of the interchanges, and the surrounding areas from inappropriate development, consistent with the project objectives.

- 6.6 Contractor prepares revised interchange maps consistent with the project objectives and to address TAC input.

Schedule: Months 12 and 13.

City Deliverables:

1. Administrative duties and facilitation, secondary to Contractor, of TAC Meeting #5.

Contractor Deliverables:

1. Facilitation of TAC Meeting #5 and record of comments. (Estimated Cost: \$2,200)
2. Maps of EIS proposed interchanges and surrounding areas and the effect of existing and proposed policies and standards. (Estimated Cost: \$8,800)
3. Maps of EIS proposed interchanges and surrounding areas and the effect of policies and standards strengthened to further comply with project objectives to protect the bypass' through function, the operation of the interchanges, and the surrounding areas from inappropriate development. (Estimated Cost: \$2,700)

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 604	\$ 13,530
Senior Engineer	4 hrs.	74	
CAD Operator	2 hrs	54	
City Planner	2 hrs.	252	
Planning Technician	6 hrs.	174	
Support	2 hrs.	50	
City Direct		\$ 50	\$ 525
Contractor		\$ 13,700	\$ 77,500
Task Total		\$ 14,354	\$ 91,555

Task 7: Public and City Council Review

Objective: To solicit community and elected official input on Draft TSP and Plan and Code changes.

Subtasks:

- 7.1 Contractor revises strikethrough and underline version of the 1994 TSP based on TAC Meeting #5 input and prepares Draft TSP for public comment.

- 7.2 Contractor revises strikethrough and underline versions of the Comprehensive Plan and Land Use Code based on TAC Meeting #5 input and prepares Draft Comprehensive Plan and Draft Land Use Code for public comment.
- 7.3 City schedules and notices Public Event #2 and City Council Meeting #3. Work Session staff packet shall include proposed adoption schedule.
- 7.4 Contractor meets with City and TAC (TAC Meeting #6) during day prior to public event to present drafts.
- 7.5 Contractor facilitates Public Event #2 to present proposed documents and solicit input.
- 7.6 Contractor facilitates City Council Meeting #3 to present proposed documents, summarize public input received at Public Event #2, and solicit input regarding changes and proposed adoption schedule.

Schedule: Months 14 and 15

City Deliverables:

- 1. Administrative duties and facilitation, secondary to Contractor, of TAC Meeting #6, Public Event #2 and City Council Meeting #3.
- 2. Staff Packets for City Council Meeting #3 that includes proposed public hearing dates for adoption by May 2003.

Contractor Deliverables:

- 1. Draft TSP – Revised Contractor Deliverable 5.6 to include Task 7 input and relevant Task 6 changes. (Estimated Cost: \$7,700)
- 2. Draft Comprehensive Plan - Revised Contractor Deliverable 4.1 to include Tasks 6 and 7 input. (Estimated Cost: \$2,200)
- 3. Draft Land Use Code - Revised Contractor Deliverable 4.1 to include Tasks 6 and 7 input. (Estimated Cost: \$3,300)
- 4. Facilitation of TAC Meeting #6 and record of comments. (Estimated Cost: \$2,200)
- 5. Facilitation of Public Event #2 and record of comments. (Estimated Cost: \$2,800)
- 6. Facilitation of City Council Meeting #3. (Estimated Cost: \$2,800)

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 1,310	\$ 14,840
City Engineer	2 hrs.	88	
Senior Engineer	4 hrs.	148	
CAD Operator	2 hrs.	54	
City Planner	15 hrs.	630	
Planning Technician	10 hrs.	290	
Support	4 hrs.	100	
City Direct		\$ 200	\$ 725
Contractor		\$ 21,000	\$ 98,500
Task Total		\$ 22,510	\$ 114,065

Task 8: Preparation for Adoption

Objective: To prepare final versions of Draft TSP, Draft Comprehensive Plan, and Draft Land Use Code and other adoption related materials.

- 8.1 Contractor makes revisions to the Draft TSP, the Draft Comprehensive Plan, the Draft Land Use Code and other adoption materials to incorporate Task 7 input. Contractor provides a hard copy and electronic version to the TAC three weeks prior to TAC Meeting #7.
- 8.2 City schedules and notices TAC Meeting #7.
- 8.3 Contractor facilitates TAC Meeting #7 and gathers final specific comments from the members.
- 8.4 Contractor makes final revisions to the Draft TSP, Draft Comprehensive Plan, Draft Land Use Code and other adoption materials.
- 8.5 City schedules public hearings to adopt TSP and Comprehensive Plan and Land Use Code changes
- 8.6 Contractor prepares findings of fact and recommendation as a decision document for the Planning Commission and City Council approval.
- 8.7 City prepares a staff report and adoption ordinances incorporating findings of fact and recommendation.
- 8.8 City prepares the 45-day notice to DLCD in accordance with ORS 197.610.
- 8.9 City prepares and distributes the Ballot Measure 56 public notice to comply with public notice requirements. City prepares a memo to DLCD advising of the need for notice under Measure 56, and preparation of the request for reimbursement and any required documentation. *Note: This subtask is eligible for reimbursement*

under separate state funds and the staff hours and direct costs are not included in the City match.

Schedule: Months 15 and 16

City Deliverables:

1. Administrative duties and facilitation, secondary to Contractor, of TAC Meeting #7.
2. Legal advertisement of public hearings.
3. Staff Report and Recommendations
4. Adoption Ordinances
5. DLCD 45-day notice.
6. Distribution of Measure 56 notices.
7. DLCD reimbursement request for Measure 56 notices.

Contractor Deliverables:

1. Facilitation of TAC Meeting #7 and record of comments. (Estimated Cost: \$2,200)
2. Final Draft TSP – Revised Contractor Deliverable 7.1 to include TAC Meeting #7 input. (Estimated Cost: \$2,700)
3. Final Draft Comprehensive Plan – Revised Contractor Deliverable 7.2 to include TAC Meeting #7 input. (Estimated Cost: \$2,000)
4. Final Draft Land Use Code – Revised Contractor Deliverable 7.3 to include TAC Meeting #7 input. (Estimated Cost: \$2,800)
5. Findings of Fact and Recommendations. (Estimated Cost: \$3,300)

Budget:

Project Costs		Task Costs	Project to Date
City Staff		\$ 862	\$ 15,702
Senior Engineer	2 hrs.	74	
City Planner	15 hrs.	630	
Planning Technician	2 hrs.	58	
Support	4 hrs.	100	
City Direct		\$ 50	\$ 775
Contractor		\$ 13,000	\$ 111,500
Task Total		\$ 13,912	\$ 127,977

Task 9: Adoption

Objective: To adopt TSP and revisions to Comprehensive Plan and Land Use Code.

- 9.1 City makes presentation at Planning Commission hearing. Contractor attends Planning Commission hearing to answer questions.
- 9.2 City makes presentation at City Council hearing. Contractor attends City Council hearing to answer questions.
- 9.3 City submits yellow form with completed Goal 12 work task to DLCDC.
- 9.4 Contractor makes final revisions and delivers electronic version and one camera-ready copy each of the Comprehensive Plan, TSP, and Land Use Code.

Schedule: Months 17 and 18

City Deliverables:

1. Presentation at planning Commission and City Council public hearings.
2. DLCDC periodic review notice

Contractor Deliverables:

1. Presentation, secondary to City, at Planning Commission public hearing. (Estimated Cost: \$1,800)
2. Presentation, secondary to City, at City Council public hearing. (Estimated Cost: \$2,200)
3. Adopted version of Comprehensive Plan. (Estimated Cost: \$1,600)
4. Adopted version of TSP. (Estimated Cost: \$1,600)
5. Adopted version of Land Use Code. (Estimated Cost: \$1,600)

Budget:

Project Costs		Task Costs	Project Total
City Staff		\$ 1,065	\$ 16,767
Senior Engineer	4 hrs.	148	
City Planner	16 hrs.	672	
Planning Technician	5 hrs.	145	
Support	4 hrs.	100	
City Direct		\$ 25	\$ 800
Contractor		\$ 8,800	\$ 120,300
Task Total		\$ 9,890	
Project Total			\$ 137,867

The required match for this project is \$13,769; the City is anticipated to over match by an estimate of \$2,998.

Figure A

Newberg-Dundee Transportation Improvement Project Transportation Management and Land Use Elements				
		How Addressed in TGM Grant		
		TSP	Comprehensive Plan	Code
TRANSPORTATION MANAGEMENT ELEMENTS				
Transit				
1	Provide a moderate (30-minute peak, 60-minute off-peak) level of express bus service, including park-and-ride lots and local buses. (Mid term)	Analysis (Task 5), Supporting Policies		
2	Improve bus system to serve the express bus transit stops. (Mid term)	Supporting Policies		
3	Concentrate park-and-ride lots to support express and local bus service. (Mid term)	Analysis (Task 5)		
4	Utilize local buses to feed the inter-city express bus system.	Supporting Policies		
5	Consider a commuter rail line from McMinnville to the proposed Wilsonville/Beaverton commuter rail line.	Supporting Policies		
State Highway Improvements				
6	Add left and/or right turning lanes at key OR 99W intersections throughout the project limits. (Mid to long term)	Analysis (Task 5)		
7	Manage access to OR 99W by consolidating and/or relocating private driveways and by providing local street connections where feasible. (Continuous)	Analysis (Task 5), Supporting Policies		Implementing Changes
8	Integrate bypass with the local street system to maintain connectivity within and between communities.	Analysis (Task 5), Supporting Policies	Supporting Policies	
9	Identify interim improvements to OR 99W in Dundee to relieve congestion. (Short term)	Not Applicable		
10	Provide appropriate Intelligent Transportation System (ITS) measures on OR 99W. (Mid to long term)	Supporting Policies		
Improvements to Local Street Systems				
11	Improve, build and/or interconnect existing local or collector roadways within and between Newberg and Dundee to provide alternatives to OR 99W for local trips. (Short to long term)	Analysis (Task 5), Supporting Policies		

Newberg-Dundee Transportation Improvement Project Transportation Management and Land Use Elements				
		How Addressed in TGM Grant		
		TSP	Comprehensive Plan	Code
12	Provide pedestrian and bicycle facilities, including bicycle and pedestrian links to park-and-ride lots and adequate pedestrian and bicycle crossings along the bypass.	Analysis (Task 5), Supporting Policies		
13	Employ traffic calming measures as appropriate. (Mid term)	Not applicable		
14	Encourage transportation demand management measures, such as carpooling, staggered shift changes, flex-time, and telecommuting. (Continuous)	Update (Task 5), Supporting Policies		
LAND USE ELEMENTS				
1 5	In order to safeguard the state and local investment in transportation improvements and ensure the long-term function of the new highway alignment, ODOT will:			
	a. Provide no private access to the new highway alignment	Not applicable		
	b. Provide access to the new highway alignment only at agreed upon public interchanges or intersections.	Not applicable		
	c. Work collaboratively with local governments to develop and implement interchange or intersection management plans for all planned public interchanges and/or intersections, following all applicable ODOT administrative rules and Oregon Highway Plan policies.	Analysis (Task 6), Supporting Policies		
	d. Use the interchange/intersection management plans to ensure that planned land uses in the vicinity of each new interchange or intersection are consistent with the function of the bypass to serve through traffic and can be adequately supported by the planned transportation improvements (as per OHP standards).	Supporting Policies	Supporting Policies	
	e. If planned land uses in the vicinity of each new interchange or intersection cannot be adequately supported by the planned transportation improvements (as per OHP standards), use the interchange/intersection management plans as the basis for working with local governments to amend them	Supporting Policies	Supporting Policies	

Newberg-Dundee Transportation Improvement Project Transportation Management and Land Use Elements				
		How Addressed in TGM Grant		
		TSP	Comprehensive Plan	Code
	f. Purchase access rights along the new highway alignment in accordance with interchange/intersection management plans.	Not applicable		
1 6	Newberg, Dundee and Yamhill County will adopt comprehensive plan policies and zoning amendments to preclude retail commercial development and highway-oriented development at proposed access points and avoid orienting to the bypass development along its corridor. Highway-oriented uses include retail commercial activities including hotels, motels, gas stations, automobile dealerships, restaurants, retail stores and shops.		Supporting Policies	Implementing Changes
1 7	Encourage neighborhood medium-density mixed-use nodes. (Continuous)		Supporting Policies	Implementing Changes
1 8	For Downtown Newberg and Dundee, encourage the following: (Continuous)			
	a. Increased development density.	Addressed in 1999-01 TGM Code Assistance project; adoption scheduled for early 2002.		
	b. Adequate off-street parking and truck loading areas.			
	c. Other measures that strengthen the viability of the core.			
1 9	Encourage urban-type development to remain within existing urban growth boundaries and discourage expansion of urban growth boundaries. (Continuous)	Supporting Policies	Supporting Policies	
2 0	Discourage large-scale retail zoning outside of Newberg's and Dundee's central business districts. (Continuous)	Supporting Policies	Supporting Policies	
2 1	Consider system development charges to support local transportation improvements necessitated by land development. (short term)	Not applicable – updated August 2000		

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; | 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; |
| 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 | |

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.