

INTERGOVERNMENTAL AGREEMENT

City of Sandy, Transportation System Plan Update

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

RECITALS

1. The Transportation and Growth Management (“TGM”) Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.

2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.

3. This TGM Grant (as defined below) is financed with federal Fixing America’s Surface Transportation Act (“FAST Act”) funds. Local funds are used as match for FAST Act funds.

4. By authority granted in Oregon Revised Statutes (“ORS”) 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.

5. ODOT has awarded City an in-kind grant under the TGM Program (the “TGM Grant”) which is conditional upon the execution of this Agreement.

6. The parties desire to enter into this Agreement for their mutual benefit.

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

SECTION 1. DEFINITIONS

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

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

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

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

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

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

F. “Direct Project Costs” means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs.

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

H. “Grant Amount” or “Grant” means the total amount of financial assistance (including City's Matching Amount) disbursed under this Agreement, which disbursements consist of the City's Amount and the Consultant’s Amount. ODOT may use any of the City’s Matching Amount to substitute for an equal amount of the federal FAST Act funds used for the Project or use such funds as matching funds.

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

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

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

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

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

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

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. Further, ODOT’s obligation to make any disbursements under this Agreement is subject to payment of the City's Matching Amount by City to ODOT. This Agreement terminates on July 31, 2021 (“Termination Date”).

B. Grant Amount. The Grant Amount which includes City's Matching Amount of \$24,100 shall not exceed \$185,200.

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

D. Consultant’s Amount. The Consultant’s Amount shall not exceed \$185,200.

E. City's Matching Amount. The City's Matching Amount is \$24,100. City shall pay ODOT the City's Matching Amount at time of the signing of this Agreement

SECTION 3. RESERVED

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

A. City represents and warrants to ODOT as follows:

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

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

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

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

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

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

B. City understands and agrees that ODOT's obligation hereunder is contingent on ODOT having received funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

SECTION 5. GENERAL COVENANTS OF CITY

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

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

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

D. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

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

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

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

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this

Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

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

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

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

"This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by the federal Fixing America's Surface Transportation Act ("FAST Act"), local government, and State of Oregon funds.

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

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

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

(1) two hard copies; and

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

K. Within 30 days after the Termination Date, City shall provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:

- (a) The permanent location of Project records (which may be subject to audit);
- (b) A summary of the Total Project Costs; and
- (c) A list of final deliverables.

SECTION 6. CONSULTANT

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

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. ODOT shall serve as the lead contracting agency and contract administrator for the PSK related to the work under this Agreement, including monitoring the work of its Consultant.
- D. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- E. City will appoint a Project Manager to:
 - (1) be City's principal contact person for ODOT's Contract Administrator on all matters dealing with the Project;
 - (2) collaborate with ODOT's Contract Administrator regarding coordination of work as described in Exhibit A and City personnel, as necessary; and

(3) review invoices forwarded to City from ODOT's Contract Administrator for concurrence on any deliverables produced by ODOT's Consultant and communicate any concerns City may have to ODOT's Contract Administrator.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

A. ODOT certifies that, at the time this Agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.

B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.

C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.

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

SECTION 8. TERMINATION

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

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

B. Consultant fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, and does not correct

any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

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

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

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

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

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

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

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

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9(E) with respect to the Third Party Claim.

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

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable

considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

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

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

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

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

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

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of

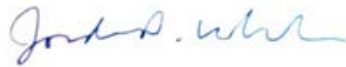
terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

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

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are duly authorized, have read this Agreement, understand it, and agree to be bound by its terms and conditions.

City

City of Sandy



By: _____

(Official's Signature)

Jordan Wheeler, City Manager

(Printed Name and Title of Official)

Date: _____
September 17, 2020

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____

Jerri Bohard, Division Administrator or
designee
Policy, Data & Analysis Division

Date: _____

ATTORNEY GENERAL'S OFFICE

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

By: Sam Ziegler
(Official's Signature)

Date: via e-mail dated August 14, 2020

Agency has entered into the PSK with Consultant to provide services to the Project as described in this Exhibit A.

Exhibit A
STATEMENT of WORK and DELIVERY SCHEDULE
for
City of Sandy Transportation System Plan Update 1B-18

Name: Address: Phone: Email:	Agency’s Project Manager (“APM”) for the WOC Seth Brumley 123 NW Flanders Street Portland, OR 97223 503-731-8234 seth.a.brumley@odot.state.or.us	Name: Address: Phone: Email:	Consultant’s Project Manager (“PM”) for the WOC Reah Flisakowksi 720 SW Washington Street Suite 500 Portland, OR 97205 503-243-3500 rlf@dksassociates.com
Name: Address: Phone: Email:	Local Agency Representative (“PM”) Kelly O’Neill, Jr. City of Sandy 39250 Pioneer Blvd. Sandy, OR 97055 503-489-2163 koneill@ci.sandy.or.us		
Name: Phone: Email:	Agency’s Contract Administrator for the WOC Seth Brumley 503-731-8234 Seth.a.brumley@odot.state.or.us	Name: Phone: Email:	Alternate Contact for Consultant Carl Springer 503-972-1215 carl.springer@dksassociates.com

Acronyms and Definitions

- Agency or ODOT – Oregon Department of Transportation
- APM – Agency Project Manager
- CAC – Community Advisory Committee
- City – City of Sandy
- County – Clackamas County
- DLCD – Department of Land Conservation and Development
- OAR – Oregon Administrative Rules
- OHP – Oregon Highway Plan
- PMT – Project Management Team
- Project – City of Sandy Transportation System Plan Update
- TSP – Transportation System Plan
- UGB - Urban Growth Boundary

PROJECT DESCRIPTION and OVERVIEW of SERVICES

Project Purpose and Transportation Relationship and Benefits

The City of Sandy Transportation System Plan Update (“Project”) links together various plans—land use, parks, transit, state and county plans - that affect transportation in Sandy (“City”). The City’s Transportation System Plan (“TSP”), adopted in 2011, is used daily as a blueprint for the physical development of the City; thus, it needs to be updated as conditions change and the City grows. The updated TSP (“Updated TSP”) must include a recent Urban Growth Boundary (“UGB”) expansion area and identify bicycle and pedestrian systems and roadway classifications within the expanded area. Project will also update the motor vehicle and bicycle and pedestrian capital project lists, including project cost estimates. Project will allow the City to finalize the alternative mobility targets developed as part of the 2011 TSP. Planned local street connections and increased use of active modes of transportation will keep local traffic off the highway.

Project Area

The Project Area consists of all land within the City’s UGB. Sandy is located in Clackamas County (“County”) along Highway 26 on the eastern outskirts of the Portland metropolitan area.

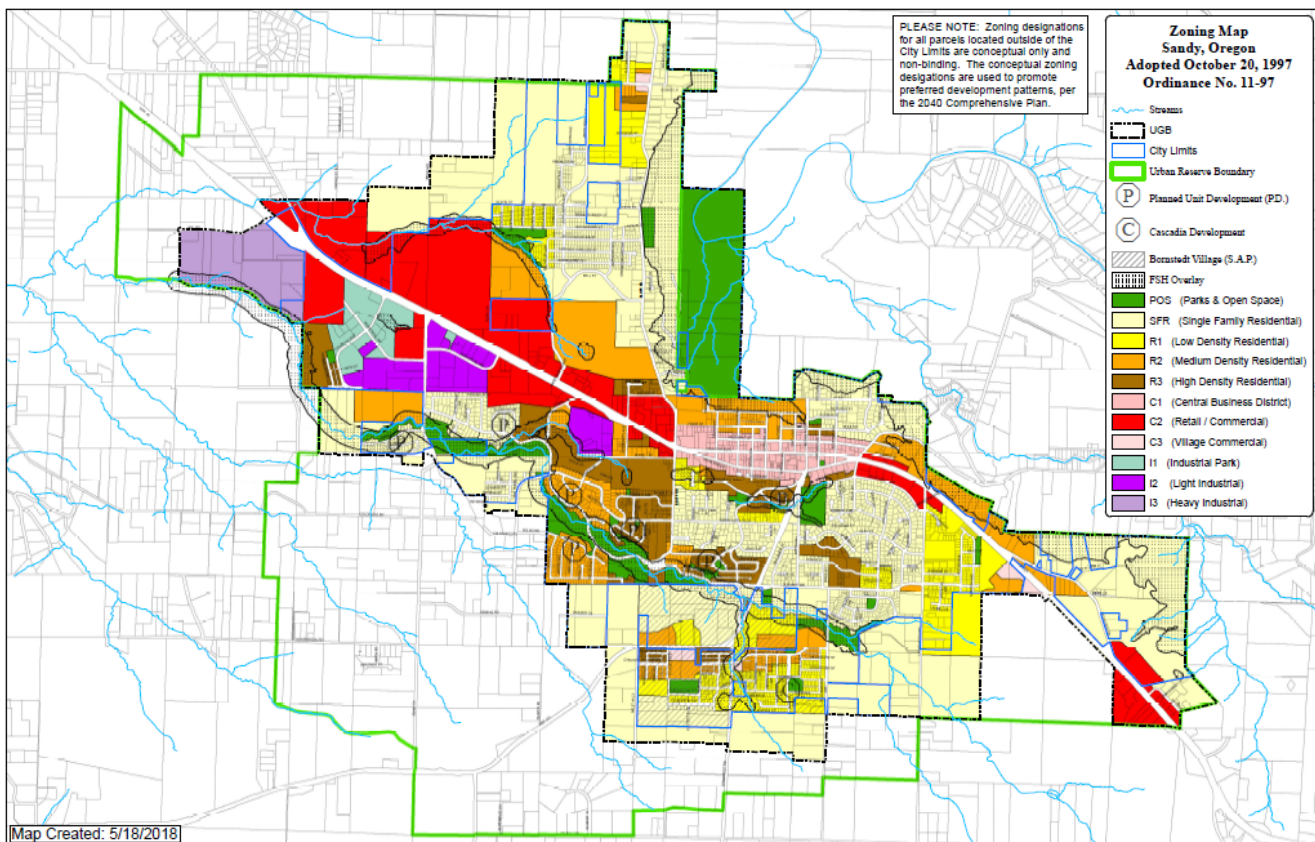


Figure 1 City of Sandy with city limits and UGB

Project Background

Sandy is the 3rd fastest growing city per capita in Oregon. Substantial new areas have been added to the City since the 2011 TSP was developed and adopted. In June 2017, the City expanded the UGB by 668.2 acres. In 2018 the City annexed ten tax lots that were previously outside the UGB.

The 2011 TSP also needs updating due to changes that have occurred since 2011. The 2011 TSP relies on outdated trip counts. The City sees significant through traffic between the Portland metropolitan area and Mount Hood as well as Central Oregon. The 2011 TSP capital project list includes project costs in 2009 dollars and project costs have increased since then. Finally, there are inconsistencies between the 2011 TSP and the Bornstedt Village Specific Area Plan (a specific area plan in Sandy). The City has received numerous land use applications for property in the Bornstedt Village and the TSP does not accurately reflect the Specific Area Plan.

Project Objectives

- Update 2011 TSP to include the recent UGB expansion area.
- Update 2011 TSP capital project lists, including project cost estimates, and determine the amount of funding available over the planning horizon.
- Revise and update the proposed alternative mobility targets from 2011 TSP consistent with the Oregon Highway Plan (“OHP”) Action 1F.3. Identify safe Highway 26 crossings for pedestrians and bicyclists.
- Update functional classification management objectives.
- Explore locations for a bike route within City limits that would eventually connect west to the Springwater Trail and east to Mt. Hood.
- Integrate Updated TSP with other plans that have been updated since the development of the 2011 TSP or will be concurrently updated during the Project timeframe.
- Resolve the inconsistencies between the 2011 TSP and specific area plans.

GENERAL REQUIREMENTS AND STANDARDS

General Requirements

- The ODOT Agency Project Manager (“APM”) (or such other individual identified in specific tasks or as designated in writing to Consultant) is the primary contact on behalf of Agency for this Project.
- To the extent possible, all transmittals from Consultant to Agency must include as applicable the Project name and the Project key number.
- Consultant shall represent the Project and the Agency in an appropriate and professional manner in public.

General Requirements for Project Management

The Project Management Team (“PMT”) will consist of the City Project Manager, Consultant Project Manager, and Agency Project Manager (“APM”). The purpose of the PMT is to ensure completion of tasks and deliverables in accordance with the Project scope, schedule and budget, and to provide strategic policy and technical input. The PMT will review and comment on draft

deliverables prior to meetings of the PMT (“PMT Meetings”). PMT Meetings are expected to occur at least monthly. Meetings may be either in person or by conference call, as requested by any PMT member. Consultant shall facilitate meetings, provide a draft agenda at least two business days prior to the meeting, and provide meeting minutes to each of the PMT members noting decisions made, actions taken, matters discussed, and action items assigned, no later than one week following the meeting unless otherwise noted.

General Requirements for Meetings

Meeting arrangements include: Scheduling meeting dates and times with meeting participants, distribution of agendas and meeting materials in advance of the meeting, reserving a suitable meeting location, placing advertisements in local media, and posting notices in public locations (such as City buildings and libraries).

Conducting meetings includes: Preparing draft and final agendas and meeting materials, making presentations, and facilitating discussion of relevant issues.

Consultant shall prepare draft agendas for Community Advisory Committee meetings (“CAC Meetings”), and community meetings (“Community Meetings”) and provide to City and APM at least two weeks before the applicable meeting. Consultant shall make revisions to the agendas, as requested by the APM and the City. Consultant shall post the final agendas and meeting materials to the Project web page at least one week before each CAC Meeting and each Community Meeting.

City shall arrange and conduct the public process for the adoption of the Updated TSP with the Planning Commission and City Council through meetings, work sessions, and public hearings. City shall assemble and submit all necessary legal notices.

APM must be invited to all PMT, CAC, Planning Commission and City Council meetings.

General Requirements for Public Involvement

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

The public involvement program must include specific steps to provide opportunities for participation by federal Title VI communities. City and Consultant shall use the ODOT Title VI (1964 Civil Rights Act) guidance to identify Title VI populations, formulate public involvement strategies, and report outreach efforts to and participation by Title VI communities, as required in the Title VI Report.

Community Meetings, a Project web page, official City meetings, and ongoing receipt of public comments will ensure the public has multiple opportunities to take part in the development of the Project.

In carrying out the public involvement, the City and Consultant will have meetings that include an opportunity for representatives of the following interests to be heard: freight, business, residents-at-large, active transportation, public health, environmental and environmental justice.

“Environmental Justice” is the “fair treatment” and “meaningful involvement” of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

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

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

Consultant and City shall consider Title VI regarding outreach to minorities, women, and low-income youth and older adult populations.

General Requirements for Written and Graphic Deliverables

Consultant’s written deliverables must be written concisely and use a simple and direct style, both to minimize the length of the final document and to make the document understandable to as large an audience as is reasonable. Where possible, the Consultant shall present information in tabular or graphic format, with a simple and concise accompanying narrative (e.g. system inventories, traffic conditions). Consultant shall write materials intended for the public, such as meeting presentations, at no higher than a high school grade level using the Flesch–Kincaid Grade Level Formula.

Electronic versions must be in Microsoft Word format or an editable format agreed upon by the City and APM.

Maps must include, at a minimum: a scale; a north direction indicator; a color scheme that ensures readability in black and white; a legend; source; and date for the underlying information. All graphics must be provided to the City and APM in electronic format. Maps must include information for proper print size to enable appropriate scaling when printed.

Review of Deliverables: Consultant shall provide a draft of written deliverables to the City Project Manager and APM in electronic format at least two weeks prior to broader distribution. Consultant's draft deliverables must be substantially complete and any changes or revisions needed to address comments are expected to be minor. City Project Manager and APM shall review each deliverable and submit comments to Consultant within one week from the date the deliverable is received.

Consultant shall incorporate City Project Manager and APM comments into revised deliverables for broader distribution, e.g. the public, CAC Community Meetings, and for posting on the Project web page. Conflicting comments must be resolved by City Project Manager.

Within one week of CAC and Community Meetings, Consultant shall revise all deliverables, as directed by City Project Manager, to incorporate comments received from the City, APM, meeting participants and the public. Consultant shall provide the revised deliverables to the PMT and CAC, and post to Project Web Page, within one week unless otherwise specified by the APM.

Final Project deliverables: Consultant shall provide final versions of Consultant Project deliverables to the PMT in both PDF and a modifiable version. Final plans, headers and footers, and graphics will not include Consultant names and logos, Transportation and Growth Management Program or ODOT logos or project codes. These items will only be on the acknowledgement page.

Final plans and amendments to plans must be prepared as final policy statements of the local government and must not include language such as "it is recommended ..." or "City should ...". Final plan, plan amendments, or other documents to be adopted must include the amendments or deletions to existing City plans to avoid conflicts and enable integration of proposed plan with existing City documents.

Consultant is not responsible for addressing public questions on draft or final memos outside of CAC meetings.

The following text must appear in the final version of each deliverable:

"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 Fixing America's Surface Transportation Act ("FAST Act"), 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."

Monthly Invoices and Progress Reports: Consultant shall provide Project progress reports with each invoice to the APM. The Progress Reports must document the deliverables completed and any outstanding or potential Project issues for the month to which the invoice relates.

General Requirements for Traffic Analysis

All data and calculations must be submitted to ODOT Region 1 Traffic and City for review and record-keeping. Electronic file copies of analysis data are required. These written and electronic products must be in formats compatible with ODOT and City software, such as Microsoft Office programs.

All traffic analysis work must comply with the following requirements:

- An Oregon-registered professional engineer must perform or oversee all traffic analysis work.
- All traffic volumes on State facilities must be adjusted to reflect the 30th highest hour.
- Intersection performance must be determined using the latest Highway Capacity Manual published by the Transportation Research Board. All traffic analysis software programs used must follow Highway Capacity Manual procedures. For all signalized intersections, use Synchro/SimTraffic or similar package to perform the traffic analysis. The City Engineer may approve a different intersection analysis method prior to use for City intersections.
- Operational mobility targets for State facilities must be volume to capacity unless an alternative mobility target is adopted. Operational mobility standards for City facilities are Level of Service for intersection performance determination.
- Future build network assumptions (alternatives) must be consistent with applicable City, County and ODOT design standards. Alternative improvements may be proposed subject to the approval of the facility provider.
- The planning horizon year must be 2040 to provide consistency with other local planning efforts.
- Model volumes must be post-processed following National Cooperative Highway Research Program Report 255 guidelines.

Standards

The standards, manuals, directives and other guidance applicable to Professional Services (as defined in the PA) and Related Services (as defined in ORS 279C.100(8)) are referenced below or available on Agency's webpages linked below and are incorporated by this reference with the same force and effect as though fully set forth herein.

The standards, manuals, directives and other guidance listed below or available on Agency's webpages are not exhaustive and may not include all applicable standards for a given Project. Consultant shall be responsible for determining all applicable practices and standards to be used in performing the services required under this WOC. Consultant shall inform and demonstrate to Agency if standards, directives or practices required by Agency in the performance of services pursuant to this WOC are insufficient, in conflict with applicable standards,

or otherwise create a problem for the design. Should the requirements of any reference, standard, manual or policy referenced in the PA or WOC conflict with another, Consultant shall, in writing, request Agency to resolve the conflict.

Unless otherwise specified in a given task, the most current version of applicable standards, manuals, directives and other procedural guidance shall apply. Unless otherwise specified, the system of measurement and language used in all deliverables must be English.

a. Planning, Survey, Preliminary Engineering and Design Manuals, Standards and Guidance:

- **Technical Manuals - alphabetical list**
(<https://www.oregon.gov/ODOT/Engineering/Pages/Manuals.aspx>)
- **Planning Guidance and Resources**
(<https://www.oregon.gov/ODOT/Planning/Pages/Guidance.aspx>)
- **Planning Analysis**
(<https://www.oregon.gov/ODOT/Planning/Pages/Technical-Tools.aspx>)
- **Geo-Environmental Guidance**
(<https://www.oregon.gov/ODOT/GeoEnvironmental/Pages/Guidance.aspx>)
- **Geometronics Resources & Guidance**
(<https://www.oregon.gov/ODOT/ETA/Pages/OCRS.aspx>)
- **Surveying Manuals & Resources**
(<https://www.oregon.gov/ODOT/ETA/Pages/Surveying.aspx>)
- **Bridge Standards & Manuals**
(<https://www.oregon.gov/odot/bridge/pages/index.aspx>)
- **Engineering Guidance**
(<https://www.oregon.gov/ODOT/Engineering/Pages/Eng-Guidance.aspx>)
- **Standard Drawings and Details**
(<https://www.oregon.gov/ODOT/Engineering/Pages/Standards.aspx>)
- **Technical Guidance**
(<https://www.oregon.gov/ODOT/Engineering/Pages/Technical-Guidance.aspx>)
- **Access Management Manual & Guidance**
(<https://www.oregon.gov/odot/engineering/pages/access-management.aspx>)
- **Project Delivery Guide & Forms**
(<https://www.oregon.gov/ODOT/ProjectDel/Pages/Project-Delivery-Guide.aspx>)
- **Oregon Standard Specifications for Construction**
(https://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx)
- **ODOT Forms Library**
(<https://www.oregon.gov/ODOT/Forms/Pages/default.aspx>)
- **ADA Compliance – Assessment, Design, Inspection.** When the Services under this WOC include **assessment or design (or both)** for curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), Consultant shall:
 - a. Use ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 (“ADA”), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards; and

b. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.

When the Services under this WOC include inspection of curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), all such inspections shall include inspection for compliance with the standards and requirements in a. and b. above. Inspections must be performed by ODOT certified inspectors (which must include certified environmental inspectors when appropriate). In addition, at Project completion, Consultant shall send an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to ODOT's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Forms/Pages/default.aspx>

Above references to curb ramps, sidewalks or pedestrian-activated signals also include, when applicable, shared use paths, transit stops, park-and-rides and on-street parking.

b. Website or Web Content Development and Maintenance Standards

Consultant shall perform all required web-related services relating to this WOC in conformance with the ODOT Web Standards (available at: <https://www.oregon.gov/ODOT/Pages/Web-Toolkit.aspx>), which is incorporated into this WOC with the same force and effect as though fully set forth herein. ODOT shall have ownership and control of Work Products developed by Consultant as set forth in the terms and conditions of the PA, Part II, Section 7 - Ownership of Work Product.

REVIEW, COMMENT and SCHEDULE OVERVIEW

- Consultant shall coordinate with Agency staff as necessary and shall revise draft deliverables to incorporate Agency draft review comments.
- Consultant shall return the revised deliverables to Agency staff, with Agency comments incorporated, within 10 business days of Consultant's receipt of Agency's comments, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by Agency.

FORMAT REQUIREMENTS

- Consultant shall submit draft deliverables in electronic format via email (and hard copy if requested).
- Consultant shall also submit all graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by Agency.
- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by Agency.
- Additional format requirements may be listed with specific tasks or deliverables in the SOW or in the PA.

TASKS, DELIVERABLES and SCHEDULE

Consultant shall complete all tasks and provide all deliverables (collectively, the “Services”) included in this Statement of Work and Delivery Schedule (the “SOW”) or otherwise included in the WOC, unless specifically stated otherwise in a particular task order. Consultant shall provide all labor, equipment and materials to manage, coordinate, and complete the Services in accordance with the performance and delivery schedules identified in this SOW.

This SOW contains tasks and deliverables that are the responsibility of entities other than the Parties to the WOC. These third-party deliverables are not the responsibility of the Consultant and are included for reference only. However, as Consultant’s services are at times dependent upon these third-party deliverables, Consultant shall immediately notify the Agency if the schedule of a third-party deliverable has the potential to impact the schedule of the Services. Agency has entered into or is in the process of entering into an Intergovernmental Agreement (“IGA”) with the City of Sandy under which the City of Sandy will be responsible for providing certain services in connection with the Project.

TASK 1: PROJECT START

Task 1.1 PMT Conference Call Meetings

Consultant shall arrange and conduct up to eighteen PMT Meetings, at least once a month throughout the duration of the Project. Consultant shall arrange for virtual Meeting options per APM’s request. Agency shall determine the schedule for such meetings. Consultant shall provide a meeting agenda at least two business days prior to the meeting and provide summary meeting notes with decisions and action items within two days after PMT conference call meetings.

Task 1.2 Refined Project Schedule

Consultant shall prepare a refined Project schedule and deliver to City and APM one week before PMT Meeting #1. The refined Project schedule must include Project deliverables, comment deadlines, CAC meetings, Planning Commission meetings, and City Council

meetings. The refined Project schedule shall not modify any of the deliverable due dates set forth in this WOC, including the Project Schedule at the end of this Section E. City and APM shall review the refined Project schedule and provide comments to Consultant. Consultant shall update the refined Project schedule to incorporate comments from City and APM and, within 10 days after receiving such comments, distribute the revised refined Project schedule to City and APM for approval.

Task 1.3 GIS Data and Background Documents

Within two weeks of Notice to Proceed (“NTP”), City shall provide links (or digital files if not available online), of 1) Geographic Information System (“GIS”) data layers for Project base maps and 2) background documents to Consultant, including but not limited to the following:

- GIS data depicting streets, existing comprehensive plan and zone designations; off-street trails; obstacles such as steep slopes; and known designated wetlands and creeks
- Map of the City, including urban growth boundary
- 2011 Sandy TSP
- Past and current transportation funding information for funding forecast, including any City projections from system development charges or other existing funding mechanisms
- City capital improvement plan
- City comprehensive plan
- City municipal code
- Goal 5 inventory and map
- Goal 9 buildable lands inventory
- City of Sandy Transit Master Plan Update materials
- Clackamas County TSP (2013) <https://www.clackamas.us/transportation/tsp.html>
- Sandy Bypass Study. City shall provide links or digital files upon Sandy Bypass Study completion

Task 1.4 Base Maps

Consultant shall create draft and revised base maps of Project area using City’s GIS Data. Consultant shall distribute draft to PMT for review at PMT Meeting #1. Consultant shall prepare revised base maps based on PMT comments, and shall distribute the revised base maps to the PMT within xx days after receiving PMT comments.

Base maps must depict existing streets and existing comprehensive plan and zone designations. Base maps must also include off-street trails, obstacles such as steep slopes, and known designated wetlands and creeks. One base map must include tax lots and public right of way. Base maps must be in a GIS-compatible data format. Base maps must be developed so that map layers can be used in subsequent tasks, for example, to produce modal maps for the Project.

Task 1.5 Community Advisory Committee Roster

City shall appoint CAC members and prepare a committee roster with contact information

within four weeks of NTP and distribute to the PMT. The CAC will be comprised of community and technical staff and may include staff from County, Sandy Fire District 72, City of Gresham, Oregon Trail School District, Sandy Area Metro, the Department of Land Conservation and Development (“DLCD”), and Agency technical staff. City shall make an effort to provide outreach to freight organizations, businesses, modal representatives, residents-at-large, representatives of people with disabilities, property developers, and environmental justice communities.

The CAC will serve as the voice of the community and advisor to the PMT to help carry out the Project goals and objectives. The CAC will work to ensure the evaluation criteria and performance measures and the preferred programs and solutions are consistent with community values. The CAC will provide technical and policy guidance and coordination throughout the Project. The CAC will actively work to identify and resolve technical and jurisdictional issues in order to produce a timely and complete Updated TSP.

Task 1.6 Project Web Page

. City shall develop a Project web page and Consultant shall post Project materials on the Project web page. Within two weeks of PMT Meeting #1, the Consultant shall develop initial materials, including a summary of the Project purpose, Project objectives, the refined Project schedule, a list of Project deliverables, and City contact information. Consultant shall additionally provide dates and locations of any public meetings. City shall provide Consultant with a Spanish speaking contact to be posted on the web page for questions or to request Spanish translation services at a meeting.

Task 1.7 Project Digital Introduction

Consultant shall provide draft and final Project digital introduction, for PMT's review and approval. Consultant shall provide draft Project digital introduction to City and APM at least one week before PMT Meeting #1. Consultant shall make revisions in response to comments from City and APM and prepare final Project digital introduction within 10 days after PMT Meeting #1. Project digital introduction must use graphics and text to inform households, businesses, and institutions of the Project purpose, and the Project schedule for major deliverables. Graphics and text must also describe opportunities for stakeholders to comment on, and to announce, the purpose, date and location of Tabling Event #1 (as described in subtask 3.5). Consultant shall post final Project digital introduction on Project web page and associated City online sites.

Task 1.8 PMT Meeting #1

Consultant shall arrange and conduct PMT Meeting #1 at City Hall to be held within five weeks of NTP. PMT Meeting #1 is expected to review work to date including:

- Refined Project schedule and meetings;
- Draft base maps;
- Committee rosters;
- Draft Project digital introduction; and,

- Draft training presentation from subtask 1.10.

Consultant shall lead discussion to:

- Set a standard date for PMT Conference Calls;
- Have City outline public involvement practices and opportunities;
- Discuss Title VI expectations;
- Determine date when the final Project digital introduction will be posted to Project web page; and
- Discuss yet to be completed Task 1 and 2 deliverables.

Consultant shall provide an agenda to the PMT at least one week prior to PMT Meeting #1. Consultant shall also provide a meeting summary no later than one week following PMT Meeting #1. City shall attend the meeting.

Task 1.9 Public Involvement Plan

Consultant shall develop and execute a Public Involvement Plan to cover the duration of the Project. The Public Involvement Plan must be developed in coordination with the City and at a minimum satisfy Title VI outreach requirements (e.g. Latino farm worker apartments). Consultant shall identify Title VI and Environmental Justice populations within Project Area for the purposes of identifying the City's transportation needs consistent with Oregon Administrative Rules (“OAR”) 660-012-0030 (1)(b) and avoiding undue adverse impacts when considering future projects. The Environmental Justice inventory must include maps identifying concentrations of sensitive populations in the Project Area and vehicle ownership by Census Block if available.

The Public Involvement Plan must be an outline of agreed upon public involvement actions (e.g. posts on City’s Facebook page, farmers market booth) to achieve the outreach objectives, and must specify the PMT member responsible for executing the public involvement actions, and deadlines for the creation and review of the agreed upon communication tool(s). City will provide Spanish translation services as needed.

Task 1.10 “Transportation System Planning 101” Training

City will arrange, and Consultant shall conduct, a “Transportation System Planning 101” training for a joint Planning Commission, City Council, and CAC meeting open to the public. Consultant shall facilitate a discussion of how the Updated TSP will incorporate new transportation planning concepts.

Consultant shall provide the draft version of the training presentation at least ten days prior to PMT Meeting #1 for review and comment. Consultant shall make revisions to incorporate comments from the PMT and provide PMT a copy of the final presentation within 10 days after receiving such comments.

Task 1 City Deliverables

- 1a Participation in monthly PMT conference call meetings, up to eighteen (Subtask 1.1)
- 1b GIS data and background documents (Subtask 1.3)
- 1c Consolidated comments on base maps (Subtask 1.4)
- 1d CAC roster (Subtask 1.5)
- 1e Project web page and Spanish speaking contact (Subtask 1.6)
- 1f Consolidated comments on Project digital introduction (Subtask 1.7)
- 1e Attend PMT Meeting #1 (Subtask 1.8)
- 1f Consolidated comments on Public Involvement Plan and Spanish translation services (Subtask 1.9)
- 1f Arrangement of “Transportation System Planning 101” training (Subtask 1.10)

Task 1 Consultant Deliverables

- 1A PMT conference call meetings, up to 18 (Subtask 1.1)
- 1B Refined project schedule (Subtask 1.2)
- 1C Base maps (Subtask 1.4)
- 1D Project web page (Subtask 1.6)
- 1E Project digital introduction (Subtask 1.7)
- 1F Arrange and conduct PMT Meeting #1 (Subtask 1.8)
- 1G Public Involvement Plan (Subtask 1.9)
- 1H “Transportation System Planning 101” training (Subtask 1.10)

TASK 2: PROJECT FRAMEWORK

Task 2.1 Draft and Final Tech Memo 1: Policy Framework and Code Review

Consultant shall prepare a draft, revised, and final Tech Memo 1 with a table of contents. Consultant shall distribute draft to City and APM prior to broader distribution to CAC. City and APM will provide comments. Consultant shall make revisions to incorporate comments from City and APM and shall distribute revised Tech Memo 1 to CAC at least two weeks prior to CAC Meeting #1. Consultant shall make revisions in response to CAC comments and prepare final Tech Memo 1 within 10 days after CAC Meeting #1.

The purpose of Tech Memo 1 is to:

- Document the City’s existing comprehensive plan policy language, including without limitation the City of Sandy Transit Master Plan and the City of Sandy Parks and Trails Master Plan, and document goals from both plans that pertain to the Project;
- Summarize the requirements of OAR 660-012-0045 and document aspects that are missing from City policy or Municipal Code for compliance with OAR Chapter 600, Division 12; and identify inadequate or missing policy or code language that will need to be developed in Task 4;
- Summarize the following state transportation modal plans and reference applicable policies, standards, and performance targets:
 - Oregon Transportation Options Plan

- Oregon Bicycle and Pedestrian Plan
- Oregon Bicycle and Pedestrian Design Guide, Oregon Highway Design Manual Appendix L
- 2016 Oregon Transportation Safety Action Plan
- OHP including Policy 1F and Action 1G1
- Oregon Statewide Transportation Strategy

Tech Memo 1 must include a summary of the applicable performance measures relevant to the Project.

Task 2.2 Draft Tech Memo 2: Project Goals, Objectives and Evaluation Criteria

Consultant shall prepare a draft and revised Tech Memo 2, building on Tech Memo 1 and further refining Project objectives. Consultant shall review 2011 TSP goals and objectives and transportation policies in other adopted plans, and recommend changes to address the mandatory policy framework of Tech Memo 1 to reflect the community's values and City's current policy direction.

Consultant shall use the recommended goals and objectives to develop corresponding evaluation criteria that will guide the development of the Updated TSP and ensure that proposed transportation solutions (projects and programs) address identified needs (gaps and deficiencies). Tech Memo 2 must include proposed project evaluation criteria and considerations for bicycle, pedestrian, and transit supportive land development patterns, long term maintenance costs, and least-cost planning design alternatives. The evaluation criteria will be used to evaluate the planned and financially constrained transportation systems and help screen and prioritize capital projects or programs for implementation with low, medium, and high prioritization.

Consultant shall distribute draft of Tech Memo 2 to City and APM prior to distribution to the CAC; City and APM will provide comments. Consultant shall make revisions to incorporate such comments and distribute revised draft Tech Memo 2 to CAC at least one week before CAC Meeting #1. The CAC will review and provide written comments to Consultant within two weeks after CAC Meeting #1.

Task 2.3 Draft and Final Tech Memo 3: TSP Financial Forecast

Consultant shall prepare a draft and final Tech Memo 3, a TSP Financial Forecast using data provided by the City in Task 1. The purpose of Tech Memo 3 is to estimate the types and amounts of revenue the City will have through the year 2040 for implementing prioritized projects and programs.

Consultant shall distribute draft of Tech Memo 3 to City and APM prior to distribution to the CAC. City and APM will provide comments. Consultant shall make revisions to incorporate such comments and distribute revised Tech Memo 3 to CAC at least two weeks prior to CAC Meeting #1. Consultant shall make additional revisions in response to CAC comments and distribute the revised Tech Memo 3 to PMT and CAC.

Task 2.4 CAC Meeting #1

City shall arrange and attend CAC Meeting #1. Consultant shall conduct CAC Meeting #1. Consultant shall introduce the Project, review meeting protocols, lead a discussion on draft Tech Memos 1 through 3, distribute Project digital introduction, discuss considerations for Task 3 deliverables, and outline the Project's next steps. Consultant shall present Project goals, objectives, and evaluation criteria. Consultant shall document CAC member recommended revisions.

Consultant shall prepare the CAC Meeting #1 agenda and send it to the PMT for review at least one week prior to distribution to the CAC. Consultant shall distribute the agenda and Tech Memos 1 through 3 to PMT and the CAC at least two weeks prior to CAC Meeting #1. Consultant shall prepare and distribute a meeting minutes no later than one week following CAC Meeting #1.

Task 2.5 Final Tech Memo 2

Consultant shall prepare final Tech Memo 2, incorporating comments received at CAC Meeting #1, and distribute to PMT and CAC within two weeks of receiving consolidated CAC comments.

City Deliverables

- 2a Consolidated comments on draft and final Tech Memo 1: Policy framework and code review (Subtask 2.1)
- 2b Consolidated comments on draft Tech Memo 2: Project goals, objectives and evaluation criteria (Subtask 2.2)
- 2c Consolidated comments on draft and final Tech Memo 3: TSP financial forecast (Subtask 2.3)
- 2d Arrange CAC Meeting #1 (Subtask 2.4)

Consultant Deliverables

- 2A Draft and final Tech Memo 1: Policy framework and code review (Subtask 2.1)
- 2B Draft Tech Memo 2: Project goals, objectives and evaluation criteria (Subtask 2.2)
- 2C Draft and final Tech Memo 3: TSP financial forecast (Subtask 2.3)
- 2D Conduct CAC Meeting #1 (Subtask 2.4)
- 2E Final Tech Memo 2 (Subtask 2.5)

TASK 3: EXISTING TRANSPORTATION SYSTEM AND NEEDS INVENTORY

Task 3.1 Draft Tech Memo 4: Transportation System Existing Conditions Inventory

Consultant shall prepare a draft and revised Tech Memo 4, which shall serve as an update of the existing conditions of transportation systems and services in the 2011 TSP. Consultant shall use conditions described in the 2011 TSP as a starting point, and identify changes in the transportation system(s) that have been made since.

Draft Tech Memo 4 must include inventory findings for the following in text, table and map formats:

- A. Safety – Consultant shall obtain crash data from the Oregon Crash Analysis and Reporting Unit. Consultant shall update the 2011 TSP to analyze and document the available crash data for the past five years on collector or higher classified streets in the Project Area, including City, State, and County streets, and among all users, including people driving, walking, and riding bicycles. The analysis must identify collision patterns, types, severity (property damage, injury, or fatality), high-frequency collision locations, severe collision locations, and evaluation of causes. The analysis must primarily focus on fatal and serious injury crashes. Information from Agency’s most recent Safety Priority Index System list may be used when preparing the safety analysis for State highways. Consultant shall analyze pedestrian crossings with pedestrian-involved crashes. Consultant shall document location and type of hotspot and systemic safety issues identified in Agency’s 2018 All Roads Transportation Safety Analysis, which Agency will provide.

- B. Key Destinations – Consultant shall make recommendations for, mapping and labeling key destinations, which include transit stops, schools, parks, libraries, medical facilities, commercial areas, civic institutions, trailheads, and other destinations.

- C. Active Transportation Systems for Bicyclists and Pedestrians – Consultant shall update the 2011 TSP text and maps for Existing Pedestrian System Plan and Existing Bicycle System Plan to reflect current pedestrian and bicycle system conditions on collector or higher classified streets. This deliverable includes incorporating existing City, County and Agency data into the pedestrian and bicycle inventory and developing new data in a GIS format to provide an accurate inventory of existing sidewalk and bike lane locations, condition, gaps and other deficiencies as compared to the street designation cross-section. This deliverable must also identify existing crosswalks, routes to schools on local streets, and routes between key destinations based on City knowledge of popular routes on collector or higher classified streets. Consultant shall update base maps and text to document the existing pedestrian and bicycle network. Publicly available aerial photo analysis and field work must be conducted to confirm the existing pedestrian and bicycle systems and their condition as necessary. Inventory must also identify conflicts between parked cars and bike lanes along Highway 26, Jacoby Road, Sandy Heights Street, and other streets with designated bike lanes that are used for vehicle parking.

Consultant shall develop ¼ and ½ mile travel shed diagrams to illustrate the walking distances to key destinations.

- D. Transit – Consultant shall incorporate information from the City of Sandy Transit Master Plan in an Existing Conditions section addressing current transit for the Project Area, including existing routes, stops and frequency.

- E. Intersection Volumes and Performance – Consultant shall summarize traffic counts and intersection performance for vehicle, bicycle, and pedestrian movements provided in the Sandy Bypass Study. The TSP study intersections must be the same as those in the Bypass Study.

- F. Completed and Committed TSP Projects - Consultant shall document which 2011 TSP projects have been completed and those for which funding is committed in the current City Capital Improvement Program and State Transportation Improvement Program.

Consultant shall distribute draft Tech Memo 4 to City and APM prior to broader distribution to the CAC; City and APM will provide comments. Consultant shall make revisions to incorporate such comments and distribute revised draft Tech Memo 4 to CAC at least two weeks prior to CAC Meeting #2.

Task 3.2 Draft Tech Memo 5: Needs Analysis

Consultant shall prepare a draft and revised Tech Memo 5 to identify transportation gaps and deficiencies consistent with OAR 660-012-0030, and to build on Tech Memos 1 through 4 work to date. Consultant shall distribute draft to City and APM prior to broader distribution to CAC; City and APM will provide comments. Consultant shall make revisions to incorporate such comments and distribute revised draft Tech Memo 5 to CAC at least two weeks prior to CAC Meeting #2.

Draft Tech Memo 5 must include identified needs in the 2011 TSP that remain. Draft Tech Memo 5 must consider needs for safe routes to key destinations including existing and planned schools, trails, and parks provided by the City. Draft Tech Memo 5 must include the following elements:

- A. Pedestrian Needs Analysis – Consultant shall perform a needs analysis for pedestrian facilities, including changes since 2011. Consultant shall determine sidewalk gap and enhanced crossing deficiencies for collector or higher classified streets. Consultant shall update existing maps to identify sidewalk gaps.
- B. Bicycle Needs Analysis – Consultant shall perform a needs analysis for bicycle facilities for collector or higher classified streets, including changes since 2011. Bicycle Needs Analysis must include an evaluation of potential bicycle connections to regional and County Active Transportation Plan systems, including the planned Portland to Mt. Hood bicycle route. Consultant shall develop one-mile and three-mile travel shed diagrams to illustrate biking distances to key destinations. Consultant shall update existing maps to identify bicycle network gaps and recommended connections.
- C. Future Traffic Performance and Capacity Needs Summary – Consultant shall summarize the future year forecasts and intersection traffic performance provided in the Sandy Bypass Study. Draft Tech Memo 5 must explain existing performance measures and problem areas. The future intersection performance information must be provided for the same intersections as in draft Tech Memo 4.
- D. Safety Needs Analysis – Consultant shall update the 2011 TSP section on safety applying the following performance measures identified in Tech Memo 2: Project goals, objectives and evaluation criteria to identify locations that need safety improvements. This needs analysis must

include locations in need of pedestrian and bicyclist crossings of streets, especially those leading to key destinations. Consultant shall update the 2011 TSP section on safety to address problem corridors identified in the existing conditions crash analysis in draft Tech Memo 4. City shall provide Consultant with information about observed and perceived speeding, traffic-calming requests and speed and volume counts as well as safety and traffic diversion problems on local streets. Consultant shall analyze needs for City-identified common safety problems.

- E. Menu of Potential Solutions – Consultant shall identify a menu of TSP solutions to inform draft Tech Memo 7 and to help gain agreement on projects or programs that will solve or address the identified gaps, deficiencies and needs for all travel modes. The list of potential solutions must be consistent with OHP Policy 1G1 where lower cost solutions such as sidewalk investments to support access to key destinations are made prior to resorting to investments that increase road vehicle capacity. Transit solutions will be obtained from the Sandy Transit Master Plan. Types of solutions proposed must include:
- a. New arterial, collector, and local street connections
 - b. Sidewalks, walkways, and enhanced crossings
 - c. Bicycle facilities and enhanced bike crossings
 - d. Traffic performance, operations, and capacity solutions
 - e. Safety countermeasures
 - f. Traffic calming countermeasures

Task 3.3 Project Digital Announcement #1

Consultant shall develop a draft and final Project Digital Announcement #1 to inform and promote participation in Tabling Event #1. Consultant shall distribute Project Digital Announcement to PMT for review and comment and the final version must reflect the PMT requested changes. City shall email Project Digital Announcement #1 to all property owners and tenants in Project Area and post on City's Facebook page at least two weeks prior to the start of the Tabling Event #1. Consultant shall post Project Digital Announcement #1 to Project Web Page. Hardcopies will be provided by the City if requested.

Task 3.4 CAC Meeting #2

City shall arrange and Consultant shall conduct CAC Meeting #2 to review and receive feedback on draft Tech Memo 4, draft Tech Memo 5, and outline the Project next steps. Consultant shall prepare an agenda and send it to the PMT for review at least one week prior to broader distribution. Consultant shall distribute meeting materials at least one week prior to CAC Meeting #2. Consultant shall prepare and distribute meeting minutes no later than one week following CAC Meeting #2.

Task 3.5 Tabling Event #1

City shall arrange, and Consultant shall conduct up to three one-hour tabling events to present the Project purpose, opportunities for community input, and the key findings from Tech Memos 1- 5. Tabling event #1 must provide one-on-one conversation opportunities during existing community gatherings as selected by the City. The key findings of draft Tech Memo 5 must be summarized and in graphic form. The objective of the meetings is to gather input from the

community to confirm transportation needs and potential solutions. A minimum of two Consultant team members shall attend Tabling Event #1 and the City shall provide any needed staff support. Consultant shall prepare meeting minutes within two weeks of Tabling Event #1.

Task 3.6 Final Tech Memos 4 and 5

Consultant shall prepare final Tech Memos 4 and 5, incorporating all comments received (including comments received during the one-on-one conversations at Tabling Event #1) and distribute to PMT, TAC, and PAC within two weeks of tabling event #1.

City Deliverables

- 3a Consolidated comments on draft Tech Memo 4: Transportation system existing conditions inventory (Subtask 3.1)
- 3b Consolidated comments on draft Tech Memo 5: Needs Analysis (Subtask 3.2)
- 3c Consolidated comments on Digital Announcement #1 (Subtask 3.3)
- 3d CAC Meeting #2 (Subtask 3.4)
- 3e Arrange and provide staff (as needed) for Tabling Event #1 (Subtask 3.5)

Consultant Deliverables

- 3A Draft Tech Memo 4: Transportation system existing conditions inventory (Subtask 3.1)
- 3B Draft Tech Memo 5: Needs Analysis (Subtask 3.2)
- 3C Project Digital Announcement #1 (Subtask 3.3)
- 3D CAC Meeting #2 (Subtask 3.4)
- 3E Conduct Tabling Event #1 (Subtask 3.5)
- 3F Final Tech Memos 4 and 5 (Subtask 3.6)

TASK 4: POTENTIAL SOLUTIONS

4.1 Draft Tech Memo 6: Regulatory Solutions

Consultant shall prepare draft and revised draft Tech Memo 6, recommended regulatory changes needed to implement the Project objectives and to achieve local Municipal Code consistency with OAR 660-012-0045 if necessary. Consultant shall distribute draft to City and APM prior to broader distribution; City and APM will provide comments. Consultant shall make revisions to incorporate such comments and distribute revised draft Tech Memo 6 to CAC at least two weeks prior to respective group's Task 4 meetings.

Draft Tech Memo 6 must build on Tech Memo 1 and recommend Municipal Code language that includes the street design standards and cross-sections for streets, bicycle and pedestrian facilities, trails, and transit facilities. Draft Tech Memo 6 must include:

- Existing Municipal Code language or policy proposed to be changed (if applicable); and
- Recommended Municipal Code language or policy to achieve compliance in an adoptable format.

Task 4.2 Draft Tech Memo 7: TSP Solutions

Consultant shall prepare draft and revised draft Tech Memo 7, which includes viable TSP Solutions and updates the 2011 TSP projects and programs, to address the identified needs in Tech Memo 5. Consultant shall distribute draft to City and APM prior to broader distribution; City and APM will provide comments. Consultant shall make revisions to incorporate such comments and distribute revised draft Tech Memo 7 to CAC at least two weeks prior to respective group's Task 4 meetings.

Consultant shall identify potential projects that would help address identified needs, including operational improvements, safety improvements, local street system improvements, Transportation Demand Management, and walking, biking, and transit improvements with order of magnitude cost estimates. Consultant shall incorporate cost estimates prepared in the Sandy Bypass Study for potential projects. Consultant shall determine, in consultation with Agency or other facility owners, whether potential major improvements are feasible from financial, technical, environmental, and land use perspectives.

Consultant shall evaluate and prioritize TSP Solutions against the Project objectives and Evaluation criteria identified in final Tech Memo 2 and document the evaluation. Solutions must be ranked and presented by priority such as High, Medium, and Low, and must include order of magnitude planning cost estimates in current dollars.

Draft Tech Memo 7 must include the following elements:

- A. TSP Safety Solutions and Improvements – Consultant shall include proposed recommended safety improvements for pedestrian, bicycle, transit and vehicle travel. Safety improvements are expected to potentially include traffic calming, realignment and other geometric improvements, especially those that slow traffic speed or are among the Federal Highway Administration's Proven Safety Countermeasures list. The description of proposed solutions must include the needed acquisition of any easements and rights-of-way.
- B. Transit Master Plan Improvements – Consultant shall incorporate potential improvements to the existing transit system, both locally and regionally, identified in the City of Sandy Transit Master Plan including sidewalk access, safe crossings of streets to access transit stops, improved quality transit stops, additional service frequency and span of service, and other identified transit solutions. Consultant shall incorporate new routes and areas requiring new or additional transit service.
- C. Update of the 2011 List of Pedestrian Improvements – Consultant shall recommend updates to the 2011 TSP to improve the pedestrian network. Consultant shall identify connections and crossing locations needed to key destinations, including routes to schools and between key destinations for collector or higher classified streets.
- D. Update of the 2011 List of Bicycle Improvements – Consultant shall recommend updates to the 2011 TSP to improve the bicycle network.

- E. Sandy Parks and Trails Master Plan Improvements – Consultant shall incorporate recommended improvements from the Parks and Trails Master Plan into the Updated TSP.
- F. System Connectivity Improvements – Consultant shall recommend updates to the 2011 TSP to improve street network connectivity where feasible connections exist. Consultant shall use the Sandy Bypass Study network operations model, as necessary, to evaluate future system connections. Consultant shall update the street connections map in Figure 14 of the 2011 TSP consistent with provisions of OAR 660-012-0045 (2), (3), (4), (6), and (7). The updated map must include existing and proposed arterial, collector, and local streets.
- G. List of Solutions and Improvements to Maintain Vehicle Capacity – Consultant shall review the 2011 TSP projects to address capacity demands and determine which capacity expansions are no longer financially feasible or desirable. Consultant shall also identify locations that do not or will not be likely to meet State or City mobility standards upon implementation of the TSP Solutions recommended under A through E in this subtask and identify new feasible and desirable solutions for those locations. Consultant shall include the findings and recommendations from the Sandy Bypass Study. Consultant shall also recommend updated street cross sections.

Consultant shall screen new solutions (not 2011 TSP solutions) proposed above in A through G, for financial costs, environmental impacts, engineering challenges, and land use regulations that would make any of the proposed solution infeasible or impossible.

Task 4.3 CAC Meeting #3

City will arrange and attend CAC Meeting #3. Consultant shall conduct CAC Meeting #3 to review and receive feedback on draft Tech Memos 6 and 7; and to outline the Project next steps. Consultant shall prepare and send a CAC Meeting #3 agenda to the PMT for review and comment at least one week prior to broader distribution to CAC. Consultant shall revise the agenda to incorporate comments from PMT.

Consultant shall distribute meeting materials at least two weeks prior to CAC Meeting #3. Consultant shall prepare and distribute minutes of CAC Meeting #3 no later than one week following CAC Meeting #3.

Task 4.4 Final Tech Memos 6 and 7

Consultant shall finalize Tech Memos 6 and 7 incorporating comments received at CAC Meeting #3 and distribute to PMT and CAC within two weeks of CAC Meeting #3. Final Tech Memo 6 must include the complete recommended code and policy changes that are to be considered for adoption in Task 8. Any modifications to the draft Tech Memo 6 must be clearly distinguished.

City Deliverables

- 4a Consolidated Comments on draft Tech Memo 6: Regulatory Solutions (Subtask 4.1)
- 4b Consolidated Comments on draft Tech Memo 7: TSP Solutions (Subtask 4.2)

4c CAC Meeting #3 (Subtasks 4.3)

Consultant Deliverables

- 4A Draft Tech Memo 6: Regulatory Solutions (Subtask 4.1)
- 4B Draft Tech Memo 7: TSP Solutions (Subtask 4.2)
- 4C CAC Meeting #3 (Subtask 4.3)
- 4D Final Tech Memos 6 and 7 (Subtask 4.4)

TASK 5: PRESENT WORK TO DATE TO PLANNING COMMISSION AND CITY COUNCIL

Task 5.1 PMT Meeting #2

Consultant shall arrange and conduct PMT Meeting #2 (date to be determined by Agency) in order to prepare for Planning Commission and City Council Work Session #1. Consultant shall provide the PMT Meeting #2 agenda and a draft Planning Commission and City Council Work Session #1 presentation at least one week prior to PMT Meeting #2. City shall attend the PMT Meeting #2 and provide comments on the presentation.

Task 5.2 Planning Commission and City Council Work Session #1

City shall arrange Planning Commission and City Council Work Session #1, a work session to update the Planning Commission and City Council on the Project. Consultant shall summarize, in a 10 to 15 slide presentation, the needs and solutions in final Tech Memos 5 and 7 and, if new code concepts are being considered, final Tech Memo 6. Consultant shall facilitate the work session discussion. Consultant shall prepare a draft meeting agenda for the PMT’s review and comments three weeks prior to the Work Session #1. Consultant shall prepare the final agenda based on PMT input and distribute to City one week prior to the work session. City shall distribute final Planning Commission and City Council Work Session #1 agenda.

City Deliverables

- 5a PMT Meeting #2 (Subtask 5.1)
- 5b Planning Commission and City Council Work Session #1 (Subtask 5.2)

Consultant Deliverables

- 5A PMT Meeting #2 (Subtask 5.1)
- 5B Planning Commission and City Council Work Session #1 (Subtask 5.2)

TASK 6: DRAFT PLANNED AND FINANCIALLY CONSTRAINED TRANSPORTATION SYSTEMS

Task 6.1 Draft Alternative Mobility Targets Memo

Consultant shall prepare draft Alternative Mobility Targets Memo to address the OHP requirements for locations that do not meet the OHP mobility targets during the development of a TSP. Consistent with OHP Policy 1F, Action 1F.3 and Operational Notice PB-02, Consultant

shall document that meeting existing mobility targets is infeasible or impractical by using criteria such as:

- Conflict with state or regional land use or transportation policy framework
- Financial constraints
- Environmental, natural resources, land use, socioeconomic, environmental justice, and Right-of-Way (“ROW”) constraints
- In conflict with other state or locally adopted policies (e.g., greenhouse gas reduction, air quality, economic development, Special Transportation Area)

After determining that alternative mobility targets are needed, Consultant shall develop alternative measures that address mobility and other objectives. These targets must:

- First consider the alternative mobility targets in the 2011 TSP to determine if they are still reasonable
- Be clear and objective
- Have standardized procedures for calculation and application
- Be consistent with and support locally adopted plans
- Include a land use alternative that would meet existing mobility targets (for unincorporated land within the UGB)

Consultant shall analyze and summarize the performance of vehicle capacity consistent with expectations for traffic analysis and the proposed alternative mobility targets. Consultant shall recommend any revisions to the TSP Solutions, based on the performance analysis. Consultant shall make recommendations regarding phasing and sequencing of projects.

Draft Alternative Mobility Targets Memo must recommend amendments to the 2011 TSP and City municipal code to include updated projects, financing, development and plan amendment approval criteria, and methodologies. Consultant shall develop findings consistent with OHP Policy 1F, Action 1F.3, and with OAR 660-012-0060 for the UGB expansion area.

Consultant shall distribute draft Alternative Mobility Targets Memo to City and APM prior to broader distribution to CAC; City and APM will provide comments. Consultant shall incorporate such comments and distribute the revised draft Alternative Mobility Targets Memo to CAC at least two weeks prior to CAC Meeting #4.

Task 6.2 Draft Tech Memo 8: Planned and Financially Constrained Transportation Systems

Consultant shall prepare draft Tech Memo 8, including an executive summary, to describe and analyze the planned and financially constrained transportation systems consistent with OAR 660-012, particularly OAR 660-012-0040. Consultant shall distribute draft to City and APM prior to broader distribution to CAC; City and APM will provide comments. Consultant shall distribute revised draft Tech Memo 8 to CAC for their review and comments two weeks prior to CAC Meeting #4.

The description of each of these transportation systems must sufficiently describe the planned mode, function, performance standards, typical cross-section, and general location of facilities, services, improvements, and planning level costs. The planning level cost must be based on developed unit costs and clearly state assumptions such as whether ROW is needed. Consultant shall incorporate cost estimates prepared in the Sandy Bypass Study for potential projects.

Projects or planned improvements that involve financial contributions from sources outside the City must include a statement as to the likelihood of funding availability, developed in concert with the jurisdiction or agency expected to provide funding. One-time capital funds must be distinguished clearly from continuing operating expenditures. The development of the Tech Memo 8 must be consistent with the Project objectives and must be based on the evaluation criteria developed in Tech Memo 2. Consultant shall consider the feedback from the PMT, CAC, Planning Commission, and City Council in previous tasks in developing Tech Memo 8.

Task 6.3 Project Digital Announcement #2

Consultant shall develop a draft and final Project Digital Announcement #2 to inform and promote participation in Community Meeting #1 and Online Community Meeting #1. Consultant shall distribute Project Digital Announcement #2 to PMT to review two weeks before it is emailed. The final version must reflect the PMT requested changes. City shall email Project Digital Announcement #2 to all property owners and tenants in Project Area and post on City's Facebook page at least two weeks prior to Community and Online Community Meeting #1. Consultant shall post Project Digital Announcement #2 to Project Web Page. Hardcopies will be provided by the City if requested.

Task 6.4 CAC Meeting #4

City shall arrange and attend CAC Meeting #4. Consultant shall conduct CAC Meeting #4 to discuss draft Tech Memo 8 and draft Alternative Mobility Targets Memo, and to gain consensus on what should constitute the planned and financially constrained transportation systems and solutions needing further refinement for final Tech Memo 8. Consultant shall prepare an agenda and send it to the PMT for review at least one week prior to broader distribution to the CAC.

Consultant shall prepare and distribute the agenda, draft Tech Memo 8, and draft Alternative Mobility Targets Memo at least one week prior to CAC Meeting #4. Consultant shall prepare and distribute meeting minutes no later than one week following CAC Meeting #4.

Task 6.5 Tabling Event #2

City shall arrange, and Consultant shall conduct three one-hour tabling events to present the planned and financially constrained solutions from Tech Memos 6-8. A minimum of two Consultant team members shall attend the Tabling Event #2. The City shall provide any needed staff support. Consultant shall prepare and submit to APM minutes of Tabling Event #2 within two weeks following the event.

Task 6.6 Community Meeting #1 and Online Community Meeting #1

City shall arrange, and Consultant shall conduct Community Meeting #1 to gain community feedback on draft Tech Memo 8 and draft Alternative Mobility Targets Memo. City shall invite City Council and Planning Commission members to attend. Consultant shall prepare meeting materials, which must be reviewed and approved by the PMT and include, at a minimum, 5 poster boards and a slide presentation of 10 to 20 slides. Within two weeks of Community Meeting #1, Consultant shall provide to City and APM a summary of the resident comments and recommendations received at Community Meeting #1, in the form of meeting summary notes.

Community Meeting #1 must include a companion Online Community Meeting #1 that allows people to participate online to provide input. The online event must commence at the same time as the in-person community meeting and remain available for no fewer than 14 days. The Online Community Meeting #1 must include web versions of poster boards, presentation slides, and handouts presented at the Community Meeting #1, as well as a place to provide similar input as sought at the in-person Community Meeting #1. Consultant shall prepare a summary of comments received from Online Community Meeting #1 within two weeks of input period ending.

Task 6.7 Planning Commission and City Council Work Session #2

City shall arrange and Consultant shall conduct a work session to update the Planning Commission and City Council on the status of the Project and gain consensus on Tech Memo 8 and Draft Alternative Mobility Targets Memo, and discuss any additional changes to TSP Policy and regulatory solutions from final Tech Memo 6.

Task 6.8 Final Tech Memo 8

Consultant shall prepare final Tech Memo 8 to reflect the feedback from the Community Meeting #1, the Online Community Meeting #1, and the Planning Commission and City Council Work Session #2. Consultant shall provide copies of final Tech Memo 8 to the PMT and CAC prior to commencing Task 7.

Task 6.9 Final Alternative Mobility Targets Memo

Consultant shall prepare final Alternative Mobility Targets Memo to reflect the feedback from the Community Meeting #1, Online Community Meeting #1, and Planning Commission and City Council Work Session #2. Consultant shall provide copies of final Alternative Mobility Targets Memo to the PMT, and CAC prior to commencing Task 7.

City Deliverables

- 6a Consolidated Comments on draft Alternative Mobility Targets Memo (Subtask 6.1)
- 6b Consolidated Comments on draft Tech Memo 8: Planned and Financially Constrained Transportation Systems (Subtask 6.2)
- 6c Consolidated Comments and email distribution of Project Digital Announcement #2 (Subtask 6.3)
- 6d CAC Meeting #4 (Subtask 6.4)

- 6e Arrange Tabling Event #2 and provide staff (as needed) for Tabling Event #2 (Subtask 6.5)
- 6f Arrange Community Meeting #1 and On-Line Community Meeting #1 (Subtask 6.6)
- 6g Arrange Planning Commission and City Council Work Session #2 (Subtask 6.7)

Consultant Deliverables

- 6A Draft Alternative Mobility Targets Memo (Subtask 6.1)
- 6B Draft Tech Memo 8: Planned and Financially Constrained Transportation Systems (Subtask 6.2)
- 6C Project Digital Announcement #2 (Subtask 6.3)
- 6D CAC Meeting #4 (Subtask 6.4)
- 6E Tabling Event #2 (Subtask 6.5)
- 6F Conduct Community Meeting #1 and On-Line Community Meeting #1 (Subtask 6.6)
- 6G Conduct Planning Commission and City Council Work Session #2 (Subtask 6.7)
- 6H Final Tech Memo 8 (Subtask 6.8)
- 6I Final Alternative Mobility Targets Memo (Subtask 6.9)

TASK 7: DRAFT UPDATED TSP AND IMPLEMENTING LANGUAGE

Task 7.1 Adoption Draft Updated TSP

Consultant shall prepare a draft and final Updated TSP reflecting earlier Tech Memos.

Consultant shall provide the PMT and CAC a link to the draft and provide a hard copy to the City library with a comment deadline established by the PMT to give the Consultant adequate time to prepare the final version for DLCD notice. Following incorporation of PMT, CAC, and public comments, Consultant shall prepare final Updated TSP to be recommended for adoption. The final Updated TSP (“Adoption Draft Updated TSP”) must include alternative mobility targets for adoption by the City Council.

Task 7.2 Adoption Draft Implementing Language

Consultant shall prepare recommended amendments to the Municipal Code and other implementing ordinances (“Implementing Language”) based on final Tech Memo 6 and City Council direction on Tech Memo 8. Consultant shall send draft Implementing Language to the PMT for review and comment. Following incorporation of PMT comments, Consultant shall prepare final version of Implementing Language to be recommended for adoption (“Adoption Draft Implementing Language”).

Task 7.3 Project Digital Announcement #3

Consultant shall prepare a draft and final Project Digital Announcement #3 article to inform stakeholders and the community that the Adoption Draft Updated TSP is available and where it will be available for review. Consultant shall distribute Project Digital Announcement #3 to PMT for review and comment and shall revise Project Digital Announcement #3 to incorporate the PMT requested changes. City shall email Project Digital Announcement #3 to all property

owners and tenants in Project Area and post on City’s Facebook page at least two weeks prior to Planning Commission and City Council Work Session #3. Consultant shall post Project Digital Announcement #3 to Project Web Page. Public comments on the Adoption Draft Updated TSP will be open for 45 days.

Task 7.4 DLCD Notice

City shall submit a link to the Adoption Draft Updated TSP and Adoption Draft Implementing Language to DLCD at least 35 days prior to the first evidentiary hearing as directed by ORS 197.610 and OAR 660-018-020, and make all corrections necessary prior to the public hearing.

City Deliverables

- 7a Consolidated Comments on Adoption Draft Updated TSP (Subtask 7.1)
- 7b Consolidated Comments on Adoption Draft Implementing Language (Subtask 7.2)
- 7c Consolidated Comments on Project Digital Announcement #3 (Subtask 7.3)
- 7d Submit link to Adoption Draft Updated TSP and Adoption Draft Implementing Language to DLCD (Subtask 7.4)

Consultant Deliverables

- 7A Adoption Draft Updated TSP (Subtask 7.1)
- 7B Adoption Draft Implementing Language (Subtask 7.2)
- 7C Project Digital Announcement #3 (Subtask 7.3)

TASK 8: ADOPTION

Task 8.1 Planning Commission and City Council Work Session #3

City shall arrange and conduct Planning Commission and City Council Work Session #3 to review the Adoption Draft Updated TSP and Adoption Draft Implementing Language. Consultant shall attend to provide an overview of the Adoption Draft Updated TSP and the Adoption Draft Implementing Language, and to answer questions.

Task 8.2 TSP Staff Report and Findings

Consultant shall prepare a draft TSP Staff Report for City attorney with findings to support adoption of the Adoption Draft Updated TSP and Adoption Draft Implementing Language. Draft TSP Staff Report is due two weeks prior to City notice for the Planning Commission Hearing as described in subtask 8.3.

City shall modify or append the TSP Staff Report and Findings in preparation for the first evidentiary hearing.

Task 8.3 Planning Commission Hearing

City shall arrange, notice, and conduct the Planning Commission Hearing to consider the Adoption Draft Updated TSP, including Alternative Mobility Targets, and Adoption Draft Implementing Language. Consultant shall attend and present the Adoption Draft Updated TSP

to be considered at the Planning Commission Hearing.

Task 8.4 City Council Hearing

City shall arrange and conduct the City Council Hearing to consider adoption of the Adoption Draft Updated TSP, including Alternative Mobility Targets, and Adoption Draft Implementing Language. Consultant shall attend and present the materials to be considered for adoption at the City Council Hearing.

Task 8.5 Final Updated TSP and Final Implementing Language

Consultant shall prepare a final version of the Updated TSP and Implementing Language with the adopting ordinance numbers and effective date, incorporating input from the Planning Commission Hearing and actions of the City Council at adoption hearings as reported by City. Consultant shall submit six printed and bound copies of the final Updated TSP and final Implementing Language to City, and two hard copies to APM. Consultant shall submit an electronic copy of all documentation to the City and APM in PDF and in a modifiable format including the developed traffic model and GIS files. Due as stipulated in the Refined Project Schedule.

Task 8.6 Final Updated TSP and Final Implementing Language to DLCD

City shall submit the final Updated TSP and final Implementing Language to DLCD within 14 days after adoption.

Task 8.7 Title VI Report

City shall prepare and submit to APM Title VI Report documenting Project processes and outreach for all income, race, gender, and age groups for the entire Project.

Task 8.8 Draft Findings and Staff Report for Oregon Transportation Commission Consideration of Alternative Mobility Targets

Consultant shall prepare draft Findings and Staff Report for Agency to present to the Oregon Transportation Commission.

City Deliverables

- 8a Arrange and conduct Planning Commission and City Council Work Session #3 (Subtask 8.1)
- 8b Modifications to TSP Staff Report and Findings (Subtask 8.2)
- 8c Arrange and conduct Planning Commission Hearing (Subtask 8.3)
- 8d Arrange and conduct City Council Hearing (Subtask 8.4)
- 8e Submit final Updated TSP and final Implementing Language to DLCD (Subtask 8.6)
- 8f Prepare and submit Title VI Report (Subtask 8.7)

Consultant Deliverables

- 8A Planning Commission and City Council Work Session #3 (Subtask 8.1)

- 8B TSP Staff Report and Findings (Subtask 8.2)
 8C Attend and present at Planning Commission Hearing (Subtask 8.3)
 8D Attend and present at City Council Hearing (Subtask 8.4)
 8E Submit Final Updated TSP and final Implementing Language to APM (Subtask 8.5)
 8F Prepare draft Findings and Staff Report for Oregon Transportation Commission consideration of Alternative Mobility Targets (Subtask 8.8)

Project Schedule

All Consultant deliverables for each task shall be due by the Due Date specified in the table below:

TASK		Due Date
1	Project Start	1 Month after Notice to Proceed (“NTP”)
2	Project Framework	2 months after NTP
3	Existing Transportation System and Needs Inventory	4 months after NTP
4	Potential Solutions	6 months after NTP
5	Present Work to Date to Planning Commission and City Council	7 months after NTP
6	Draft Planned and Financially Constrained Transportation Systems	9 months after NTP
7	Draft Updated TSP and Implementing Language	10 months after NTP
8	Adoption	11 months after NTP

Fixed Price Per Deliverable/Milestone Table

Task	Description	Fixed Amount per Deliverable
1	Project Start	
1A	PMT Conference Call Meetings, up to 18 (Subtask 1.1)	\$5,100
1B	Refined Project Schedule (Subtask 1.2)	\$800
1C	Base Maps (Subtask 1.4)	\$3,400
1D	Project Web Page (Subtask 1.6)	\$2,200
1E	Project Digital Introduction (Subtask 1.7)	\$1,500
1F	PMT Meeting #1 (Subtask 1.8)	\$2,200
1G	Public Involvement Plan (Subtask 1.9)	\$2,300
1H	“Transportation System Planning 101” Training (Subtask 1.10)	\$3,300

Task	Description	Fixed Amount per Deliverable
	Subtotal - Task 1	\$20,800
2	Project Framework	
2A	Draft and final Tech Memo 1: Policy Framework and Code Review (Subtask 2.1)	\$6,500
2B	Draft Tech Memo 2: Project Goals, Objectives and Evaluation Criteria (Subtask 2.2)	\$4,500
2C	Draft and final Tech Memo 3: TSP Financial Forecast (Subtask 2.3)	\$4,400
2D	CAC Meeting #1 (Subtask 2.4)	\$2,000
2E	Final Tech Memo 2 (Subtask 2.5)	\$1,200
	Subtotal - Task 2	\$18,600
3	Existing Transportation System and Needs Inventory	
3A	Draft Tech Memo 4: Transportation System Existing Conditions Inventory (Subtask 3.1)	\$12,000
3B	Draft Tech Memo 5: Needs Analysis (Subtask 3.2)	\$10,800
3C	Project Digital Announcement #1 (Subtask 3.3)	\$1,600
3D	CAC Meeting #2 (Subtask 3.4)	\$2,000
3E	Tabling Event #1 (Subtask 3.5)	\$5,500
3F	Final Tech Memos 4 and 5 (Subtask 3.6)	\$6,000
	Subtotal – Task 3	\$37,900
4	Potential Solutions	
4A	Draft Tech Memo 6: Regulatory Solutions (Subtask 4.1)	\$4,000
4B	Draft Tech Memo 7: TSP Solutions (Subtask 4.2)	\$11,100
4C	CAC Meeting #3 (Subtask 4.3)	\$3,000
4D	Final Tech Memos 6 and 7 (Subtask 4.4)	\$5,400
	Subtotal – Task 4	\$23,500
5	Present Work to Date to Planning Commission and City Council	
5A	PMT Meeting #2 (Subtask 5.1)	\$2,400
5B	Planning Commission and City Council Work Session #1 (Subtask 5.2)	\$4,700
	Subtotal – Task 5	\$7,100
6	Draft Planned and Financially Constrained Transportation Systems	
6A	Draft Alternative Mobility Targets Memo (Subtask 6.1)	\$4,200
6B	Draft Tech Memo 8: Planned and Financially Constrained Transportation Systems (Subtask 6.2)	\$7,800
6C	Project Digital Announcement #2 (Subtask 6.3)	\$1,600
6D	CAC Meeting #4 (Subtask 6.4)	\$2,000

Task	Description	Fixed Amount per Deliverable
6E	Tabling Event #2 (Subtask 6.5)	\$5,600
6F	Community Meeting #1 and On-Line Community Meeting #1 (Subtask 6.6)	\$4,900
6G	Planning Commission and City Council Work Session #2 (Subtask 6.7)	\$3,700
6H	Final Tech Memo 8 (Subtask 6.8)	\$1,700
6I	Final Alternative Mobility Targets Memo (Subtask 6.9)	\$2,100
	Subtotal – Task 6	\$33,600
7	Draft Updated TSP and Implementing Language	
7A	Adoption draft Updated TSP (Subtask 7.1)	\$18,400
7B	Adoption draft Implementing Language (Subtask 7.2)	\$1,500
7C	Project Digital Announcement #3 (Subtask 7.3)	\$1,800
	Subtotal – Task 7	\$21,700
8	Adoption	
8A	Planning Commission and City Council Work Session #3 (Subtask 8.1)	\$5,300
8B	TSP Staff Report and Findings (Subtask 8.2)	\$3,100
8C	Planning Commission Hearing (Subtask 8.3)	\$2,000
8D	City Council Hearing (Subtask 8.4)	\$1,500
8E	Final Updated TSP and final Implementing Language (Subtask 8.5)	\$6,200
8F	Draft Findings and Staff Report for Oregon Transportation Commission Consideration of Alternative Mobility Targets (Subtask 8.8)	\$3,900
	Subtotal – Task 8	\$22,000
	PROJECT TOTAL	\$185,200

EXHIBIT B ELIGIBLE PARTICIPATING COST

DESCRIPTION

PERSONNEL SERVICES

Salaries - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.

Overtime - Payments to employees for work performed in excess of their regular work shift.

Shift Differential - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.

Travel Differential - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.

SERVICES AND SUPPLIES

In-State Travel - Per Rates Identified in State Travel Handbook

Meals & Misc. - Payment for meals incurred while traveling within the State of Oregon.

Lodging & Room Tax - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon.

Fares, Taxi, Bus, Air, Etc.

Per Diem - Payment for per diem, incurred while traveling within the State of Oregon.

Other - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.

Private Car Mileage - Payment for private car mileage while traveling within the State of Oregon.

Office Expense

Direct Project Expenses Including:

Photo, Video & Microfilm Supplies - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.

Printing, Reproduction & Duplication - Expenditures for services to copy, print, reproduce and/or duplicate documents.

Postage - Payment for direct project postage.

Freight & Express Mail - Payment for direct project freight services on outgoing shipments.

Telecommunications

Phone Toll Charges (long-distance) - Payment for telephone long distance charges.

Publicity & Publication

Publish & Print Photos - Payment for printing and publishing photographs to development of publicity and publications.

Conferences (costs to put on conference or seminars)

Equipment \$250 - \$4,999

NOT ELIGIBLE

Employee Training, Excluding Travel

NOT ELIGIBLE

Training In-State Travel

NOT ELIGIBLE

CAPITOL OUTLAY

NOT ELIGIBLE