

INTERGOVERNMENTAL AGREEMENT
City of Lake Oswego, Lake Grove Parking Plan

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation (“ODOT” or “Agency”), and the City of Lake Oswego (“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 Moving Ahead for Progress in the 21st Century (“MAP-21”) funds. Local funds are used as match for MAP-21 funds.

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

5. City has been awarded a TGM Grant which is conditional upon the execution of this Agreement.

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

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

SECTION 1. DEFINITIONS

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

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

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

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

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

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

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

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

H. “Grant Amount” or “Grant” means the total amount of financial assistance disbursed under this Agreement, which consists of the City's Amount and the Consultant’s Amount.

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

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

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

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

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

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

SECTION 2. TERMS OF AGREEMENT

- A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on June 30, 2015 (“Termination Date”).
- B. Grant Amount. The Grant Amount shall not exceed \$117,830.
- C. City's Amount. The City's Amount shall not exceed \$0.
- D. Consultant's Amount. The Consultant's Amount shall not exceed \$117,830.
- E. City's Matching Amount. The City's Matching Amount is \$16,070 or 12.00% of the Total Project Costs.

SECTION 3. CITY'S MATCHING AMOUNT

- A. Subject to submission by City of such documentation of costs and progress on the Project (including deliverables) as are satisfactory to ODOT, the City may use as part of the City's Matching Amount, only Direct Project Costs that are Federally Eligible Costs that City incurs after the execution of this Agreement. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.
- B. City shall present cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall submit cost reports for 100% of City's Federally Eligible Costs.
- C. ODOT shall limit use, as part of the City's Matching Amount, travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

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

- A. City represents and warrants to ODOT as follows:
1. It is a municipality duly organized and existing under the laws of the State of Oregon.

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

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

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

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

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

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

SECTION 5. GENERAL COVENANTS OF CITY

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

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

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are

required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 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 federal Moving Ahead for Progress in the 21st Century ("MAP-21"), local government, and State of Oregon funds.

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

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

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

(1) two hard copies; and

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

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

(1) pay to ODOT City's Matching Amount less Direct Project Costs that are Federally Eligible Costs previously reported as City's Matching Amount. ODOT may use any funds paid to it under this Section 5.K (1) or any of the City's Matching Amount that is applied to the Project pursuant to Section 3.A to substitute for an equal amount of federal MAP-21 funds used for the Project or use such funds as matching funds; and

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

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

SECTION 6. CONSULTANT

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

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. City will appoint a Project Manager to:

- (1) be City's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;
- (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and City personnel, as necessary;
- (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and
- (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

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

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

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

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

SECTION 8. TERMINATION

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

- A. City fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure

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

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

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

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

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

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

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

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third

persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

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

E. The parties agree as follows:

(a) Contribution.

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

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. 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 Lake Oswego

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Jerri Bohard, Division Administrator
Transportation Development Division

Date: _____

Contact Names:

Jordan Wheeler
City of Lake Oswego
PO Box 369
Lake Oswego, OR 97034
Phone: 5036977414
Fax: 503-635-0269
E-Mail: jwheeler@ci.oswego.or.us

Gail Curtis, Contract Administrator
Transportation and Growth Management Program
123 NW Flanders
Portland, OR 97209-4037
Phone: 503-731-8206
Fax: 503-731-3266
E-Mail: Gail.E.Curtis@odot.state.or.us

EXHIBIT A
TGM 1C-13
City of Lake Oswego
Lake Grove Village Center Parking Management Plan

Definitions:

Agency/ODOT – Oregon Department of Transportation
APM – Agency Project Manager
City – City of Lake Oswego
LGVC – Lake Grove Village Center
PMT – Project Management Team
Project – Lake Grove Village Center Parking Management Plan
SAC – Stakeholder Advisory Committee
TAC – Technical Advisory Committee

	<u>Agency Project Manager (APM)</u>		<u>Consultant Project Manager</u>
Name:	Gail Curtis	Name:	Scott Harmon
Address:	ODOT Region 1 123 NW Flanders St Portland, OR 97209-4037	Address:	David Evans and Associates, Inc. 2100 SW River Parkway Portland, OR 97201
Phone:	503-731-8232	Phone:	503-499-0513
Fax:	503-731-3266	Fax:	503-223-2701
Email:	Gail.E.Curtis@odot.state.or.us	Email:	swh@deainc.com
	<u>City Project Manager</u>		
Name:	Jordan Wheeler		
Address:	City of Lake Oswego PO Box 369 Lake Oswego, OR 97034		
Phone:	503-697-7414		
Fax:	503-635-0269		
Email:	jwheeler@ci.oswego.or.us		

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

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

“PROJECT COOPERATION

This statement of work describes the responsibilities of the entities involved in this cooperative Project. In this Work Order Contract (WOC), the Consultant shall only be

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

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

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

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

Project Purpose and Transportation Relationship and Benefits

This project will produce the Lake Grove Village Center Parking Management Plan (for the Lake Grove Village Center (LGVC) within the City of Lake Oswego (City). The creation of the Parking Plan will implement a provision of the Lake Grove Village Center Plan. The Boones Ferry street improvements, also an element of the Lake Grove Village Center Plan, will result in a loss of up to 33 parking places in 2014-2016. The Lake Grove Village Parking Management Plan will identify a minimum of three sites for potential future public parking with financing concepts, and include stakeholder and public coordination and outreach. This Project will result in the following:

- A more efficient use of parking resources in Project Area.
- Mode split goals and desired outcomes agreed upon early in Project development.
- Identification of future public parking sites and type.
- Products that incorporate urban design considerations.
- Incorporating parking access changes resulting from the Boones Ferry Road Refinement Plan.

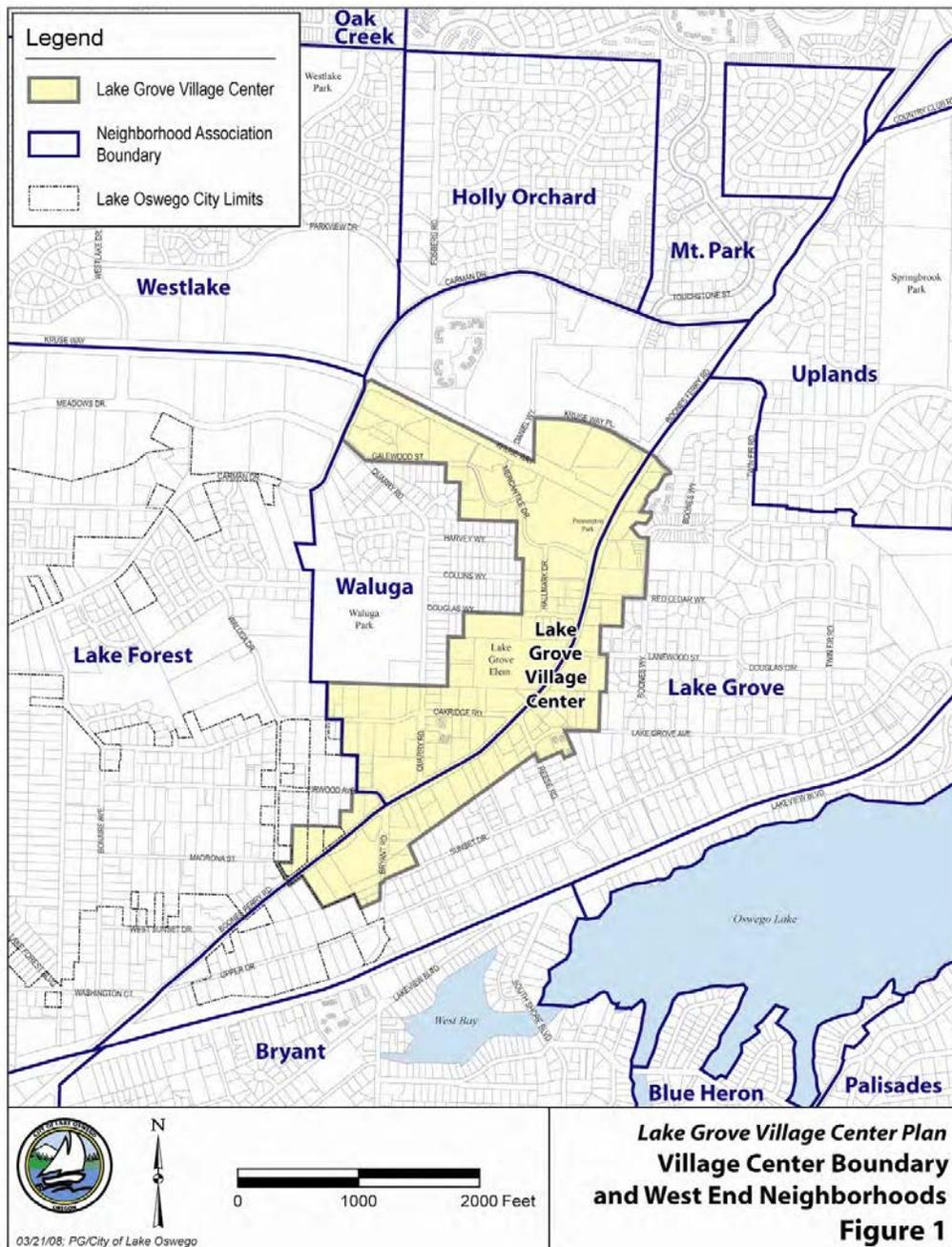
- Identification of potential market responsive parking strategies and standards that reflect the different demands for new development and redevelopment.
- Minimizing conflicts between the commercial areas and adjacent residential neighborhoods.
- Encouraging bicycle and pedestrian use in Project Area.
- Amendments to the City's Comprehensive Plan and City Codes as necessary to implement the Lake Grove Village Parking Management Plan.

The transportation relationships and benefits of this Project include:

- An assessment of parking use, turnover, and need in the LGVC;
- A plan for more efficient use of existing parking, shared parking, off-street connections between parking areas, and shared driveways;
- Identification of strategic locations for public parking facilities; and
- An overall strategy and plan to manage parking in LGVC while assuming identified pedestrian and bicycle connections.

Project Area

The Project Area corresponds with the LGVC boundary located east of I-5 and South of Kruse Way. See Figure 1.



Background

LGVC is identified as a town center in the City’s comprehensive plan. Lake Grove Village Center Plan is City’s detailed plan to integrate land use, transportation, and urban design to create an active, pedestrian-friendly center on the west end of the City. Lake Grove Village Center Plan was adopted by the City in 2008 after an extensive public involvement process that began in 2002. The Lake Grove Village Center Plan provides a framework for the development of the Project Area. It provides the existing conditions, vision and area redevelopment objectives, and identifies specific provisions about future parking, planned bicycle and pedestrian

connections, and major improvements for the Boones Ferry Road corridor in order to transform the area from a commercial strip into an attractive, mixed-use district where people can safely walk from business to business.

Land within the LGVC boundary consists of approximately 105 acres (excluding streets), including a mix of uses as follows:

- 8.8 acres multi-family residential
- 1.5 acres single family residential
- 20.8 acres of retail, 38 acres of office
- 8 acres of mixed use office/commercial
- 11.6 acres vacant, 2.4 acres open space/parks
- 11.3 acres school (public and private)
- 2.1 acres government use.

In 2008 there were 400 individual businesses in LGVC. The relatively large amount of office land is concentrated around Kruse Way in the northern portion of the LGVC. The LGVC boundaries encompass lands zoned General Commercial (GC), Office Commercial (OC), Neighborhood Commercial (NC) and High Density Residential (R-0, R-3 and R-5). The commercial area along Boones Ferry Road is zoned GC and allows for a broad range of commercial activities as well as residential uses.

Planning work done in 2008 as part of the Lake Grove Village Center Plan found that in general, the peak weekday parking utilization (or peak parking demand) within the LGVC occurs during the midday time period (11:30 a.m. through 12:30 p.m.) as a result of the mix of office, retail, and commercial land uses. It was found at that time that on certain parcels and developments, particularly in the central and western portion of the Lake Grove Village Center Plan Project Area (i.e., south and west of Reese Road), parking is currently operating over effective capacity during peak time periods, particularly at midday, but that overall there is adequate parking supply to meet the existing parking demand in most locations.

A key feature of the Lake Grove Village Center Plan and Project Area is Boones Ferry Road. The first phase of the Boones Ferry Road improvements project are currently being preliminarily designed and engineered. This programmed, \$27 million street improvement project will significantly change the character of the LGVC by providing complete sidewalks and bike lanes, street trees, traffic calming effects and pedestrian amenities. The street improvements will be a major step toward achieving Goal 1 of the Lake Grove Village Center Plan which is to “Transform Boones Ferry into a Great Street”. A closely related objective of the Lake Grove Village Center Plan is to manage the access throughout the LGVC and particularly along Boones Ferry Road. Access changes are not proposed as part of the street improvement project, however opportunities for access modifications could occur as redevelopment occurs in the district. Design and engineering is anticipated to take 2 years with construction beginning in 2016.

The Oregon Statewide Transportation Strategy developed to address greenhouse gas emissions and accepted March 20, 2013 includes Strategy 5 – Parking Management: *Promote better*

management and use of parking in urban areas to support compact, mixed-used development and use of other modes, including transit, walking and bicycling.

Project Objectives

1. Build on the Lake Grove Village Center Plan vision, objectives and identified improvements.
2. Identify Project desired outcomes to create a more walkable community as envisioned in the Lake Grove Village Center Plan.
3. Inventory existing parking to provide baseline and forecast parking needs based on redevelopment assumptions and Project desired outcomes.
4. Address local and regional (Regional Transportation Functional Plan) transportation performance objectives through evaluation of alternatives and solutions.
5. Implement Lake Grove Village Center Plan policy that replaces lost parking due to the programmed Boones Ferry Road improvements.
6. Identify ways for property and business owners to share parking and combine access.
7. Identify a network of connected parking lots so that vehicles are not required to reenter Boones Ferry Road to maneuver through the LGVC.
8. Develop a tool-box of strategies to manage parking including incentives to increase the efficient use and turn-over of existing parking.
9. Identify market responsive parking standards that more accurately reflect the different demands for new development and redevelopment.
10. Identify at least three potential sites to accommodate future parking demands.
11. Revise parking code standards and comprehensive plan as needed to implement Project outcomes.
12. Ensure coordination and actively engage property owners, businesses, residents, stakeholders, and elected and appointed officials in all phases of Project.
13. Develop draft and adoption-ready parking plan as Lake Grove Village Center Plan amendment and Community Development Code amendments to implement the Lake Grove Village Center Parking Management Plan.
14. Develop feasible and realistic financial strategies and cost estimates for potential parking sites.

Written and Graphic Deliverable Requirements

All written (text) and graphic deliverables must be submitted electronically. It is expected that draft deliverables shall be substantially complete and that any changes or revisions needed to address comments will be minor.

Electronic versions of written (text) deliverables must be in Microsoft Word (.doc) and final deliverables in Microsoft Word (.doc) and Portable Document format (.pdf). Written deliverables must include the project name, a title that refers to the contract deliverable and date of preparation. Any deliverables specified for posting on the Project Web Site must be submitted in .pdf.

Graphic deliverables may be developed in ArcMap, Adobe Illustrator, Auto CAD, PCMaps, or other applications appropriate to the deliverable. Graphic deliverables submitted for review must

be converted to .pdf for readability. Electronic files of final graphics submitted to the City and Oregon Department of Transportation (ODOT) may be in the native format but must also be converted to .pdf. All graphic deliverables must be well documented, with project name, a title that corresponds to the contract deliverable, draft number, a legend, and the date of preparation.

Electronic versions of base and plan maps and Project documents may be in color but must be readable when reproduced in black and white. Maps, aerial photos, and other graphic material prepared for Project memoranda and the Lake Grove Village Center Parking Management Plan must be suitable for enlargement to create wall displays for Project meetings and presentations. Display-sized maps for Project meetings must be printed in color when important to public comprehension and must be mountable on foam core to allow display on an easel or wall; for the one public open house display of graphics by projector only is not acceptable.

Project memoranda and meeting materials must be developed in a manner suitable for their eventual incorporation into the Lake Grove Village Center Parking Management Plan. All consultant generated Project deliverables or material must be reviewed by the Project Management Team (PMT) and revisions made based on PMT comments prior to distribution beyond the PMT.

Final plans, codes, and plan and code amendments must be prepared as recommendations for adoption-ready final policy statements of the local government and must not include language such as “it is recommended ...” or “City should” New and amended code language must be prepared as final regulatory statements of the local government. Final plan, plan amendments, code, and code amendments must include all necessary amendments or deletions to existing local government plans or code to avoid conflicts and enable full integration of proposed plan with existing local government documents.

The following text must appear in the final version of all final deliverables:

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 Moving Ahead for Progress in the 21st Century (MAP-21), local government, and the State of Oregon funds.

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

Meeting Requirements

Consultant is responsible for committee meeting arrangements including scheduling, timely distribution of agendas, meeting materials and meeting summary notes unless otherwise noted under Subtask. Consultant is responsible for preparation of meeting agendas and summary meeting notes.

City is responsible for reserving suitable community meeting locations, advertising, posting notice, and mailing notice as required unless otherwise stated under the subtask.

City is responsible for all Planning Commission and City Council public hearings arrangements, including legal notice.

Notice of Project meetings must include reference to the Project Web Site. Consultant is responsible for providing the Project objectives, schedule, and deliverable products for meeting notices to be posted by City. Consultant shall provide summary notes within one week following the meeting unless otherwise specified.

Project Management and Roles

City shall provide day-to-day management of the Project. As defined in tasks, City shall provide Consultant with available data. Consultant shall collect other data needed for this Project. City shall review and comment on Project deliverables. City shall report local match expenditures every two months to Agency's Project Manager (APM).

City shall ensure involvement of City staff, Planning Commission, Mayor and City Council members throughout the Project (e.g., through periodic briefings) to help assure that final products have the City's support.

Consultant shall maintain regular communication with the City and APM to ensure satisfactory completion of deliverables in accordance with the project schedule.

Public Involvement Requirements

Public Involvement must allow residents and business owners of City and its environs an opportunity to provide input into the parking management planning process. City shall consider environmental justice issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. **Fair treatment** means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies. **Meaningful involvement** means that: (1) potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that affects their environment and/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 potentially affected.

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

Throughout Project life, City shall provide information and prepare updates on the Project and announce meetings in the City's newsletter, *HelloLO*, on the City's website, and via email to

local organizations. Project information must be approved by City's Project Manager prior to posting on the City's website.

In addition to public meetings, City may brief the Planning Commission and City Council through the Project life. City may also present the Project to other groups interested in civic affairs in an effort to raise awareness of the planning process. Examples of these groups may include City advisory boards, Rotary, Lions, chamber of commerce, local bodies representing low-income or disadvantaged groups, or other groups that may be interested in the parking management planning process. City may also provide materials to the local media. City shall provide information and prepare updates on the Project and announce meetings in the City newsletter and on the City website.

TASK 1: Project Start-Up and Management

Objective: Summarize and analyze the existing conditions related to parking for the Project Areas through the review of existing Project Area studies and plans and input from City Staff, residents and businesses. Design and implement a public participation process to garner broad community input to guide Project. Ensure Project is completed on time.

Subtasks:

- 1.1 **Background Information:** City shall compile existing Background Information and provide to Consultant in hard copy or electronic version (preferred) prior to or at PMT Meeting #1. Background Information, at a minimum, must consist of:
 - a. Lake Grove Village Center Plan.
 - b. Most recent aerial photos of Project Area.
 - c. Readily available average daily traffic for streets in Project Area.
 - d. Relevant, up-to-date Geographic Information Systems data, including (as available): tax lot parcels with County assessor's data, addresses, building footprints, curb lines, zoning designations, comprehensive plan designations, roadway centerlines, right of way for the purpose of analyzing street widths for on-street parking opportunities, driveway locations, traffic signal locations, railroad tracks, bodies of water, designated bike routes, sidewalks, crosswalk locations, Project Area important landmarks (schools, etc.), shopping areas, parks, transit routes and stops, public access easements, special setbacks and speed zones.
 - e. Existing and planned transportation connections to and within Project Area, including connections with public transit facilities.
 - f. Current development proposals (location, type, stages of planning process).

City shall provide additional documents to Consultant as agreed upon at PMT Meeting #1.

- 1.2 **PMT Roster:** City shall form PMT and prepare a roster of team members including e-mail and phone contact information. PMT is expected to manage day to day Project matters and consist of:

- a. City Project Manager
- b. APM, and
- c. Consultant Project Manager.

The purpose of the PMT is to review the Consultant's deliverables and assure that final deliverables reflect input from the various committees and reviewers including the PMT, Technical Advisory Committee (TAC), Stakeholder Advisory Committee (SAC), Planning Commission, City Council and the general public. PMT meetings are listed in the Tasks in which they occur.

- 1.3 **TAC Roster:** City shall identify city and other government staff to serve on the TAC and prepare TAC Roster. TAC will function as the primary technical reviewers throughout the Project and is expected to consist of:
- a. City Project Manager
 - b. City Urban Renewal Representative
 - c. City Public Works Representative
 - d. APM / ODOT Region 1 Planner
 - e. Department of Land Conservation and Development
 - f. TriMet
 - g. Other agencies and service providers as deemed appropriate by PMT.

TAC meetings are listed in the Tasks in which they occur.

- 1.4 **SAC Roster:** City shall identify and invite key stakeholders to serve on SAC and prepare SAC Roster. SAC will function as the primary public reviewers throughout the Project, and are expected to consist of representatives of the following groups:
- a. Lake Grove Business Association
 - b. Lake Oswego Chamber of Commerce.
 - c. Property owners
 - d. Neighborhood group representatives
 - e. Community members

SAC membership will be confirmed by the City Council. SAC meetings are listed under the Tasks in which they occur.

- 1.5 **Interested Persons Mailing List:** City shall develop and maintain Interested Persons Mailing List of all interested and involved citizens, business owners and property owners not otherwise serving on the SAC for the purposes of providing information and updates on Project.
- 1.6 **Public Outreach Plan Memorandum (Memo #1):** City shall prepare draft and revised Memo #1 that summarizes a public outreach strategy to be used as a work guide through the Project life. Consultant shall provide review and comment on draft Memo #1. Memo #1 must include outreach elements including website, email distribution list, outreach needed for open house meetings, tour, and meetings with the Planning Commission, Transportation Advisory Board and sustainability advisory board and other public

meetings identified in the Statement of Work. Memo #1 must identify locations of Title VI populations (i.e. – low income, transportation disadvantaged and minority populations in Project Area) based on census and other available data and method to inform of Project input opportunities. Memo #1 must address the Boones Ferry Improvement Project in terms of meeting and public outreach message coordination and also state that the City will meet with each of the two neighborhood associations within the LGVC at least twice during the Project life in order to keep them informed. City shall distribute Memo #1 electronically to PMT for review and comment at least one week in advance of PMT Meeting #1 and revise it as necessary based on PMT feedback.

- 1.7 **Project Website:** Throughout Project, City shall provide updates to the City’s website. Items that City must post on the City’s website include: 1) Project Schedule and calendar, 2) meeting agendas and summaries, 3) background maps, 4) Project Area maps, 5) draft and revised reports as determined by City Project Manager, 6) City staff contact information, 7) SAC roster (names only), and 8) opportunity to submit email comments.

Project information prepared by Consultant must be approved by City’s Project Manager prior to posting on the City’s website.

City Deliverables

- A. Background Information (Subtask 1.1)
- B. PMT Roster (Subtask 1.2)
- C. TAC Roster (Subtask 1.3)
- D. SAC Roster (Subtask 1.4)
- E. Interested Persons Mailing List (Subtask 1.5)
- F. Memo #1 (Subtask 1.6)
- G. Project Website (Subtask 1.7)

Consultant Deliverables

- 1A Review and comment on Memo #1 (Subtask 1.6)

TASK 2: Lake Grove Village Center Parking Management Plan Framework

Objective: To understand and document the key assumptions and applicable policies, targets and goals relating to developing and implementing the Lake Grove Village Center Parking Management Plan.

Subtasks

- 2.1 **Background Information and Decision-Making Framework for Parking Plan (Memo #2) and Base Maps:** Consultant shall prepare draft and revised Memo #2 for PMT to document:
- Project Objectives;
 - desired Project outcomes;

- how current parking and access related policies, targets and standards inform existing and future on-street and off-street parking facilities and management for the Project Area¹;
- identification of any conflicts and discrepancies between policies and standards; and
- a proposed parking inventory and utilization methodology for use in Memo #3.

Memo #2 must also include appendices that include the applicable parking and access related policies, targets and standards as written with source and not summarized.

Memo #2 must also summarize and qualitatively evaluate the impacts on parking from the Lake Grove Village Center Plan land use, population, demographic and market analyses (2002) information; current and forecast Project Area growth (population and employment) i.e. to 2035 or 2040 based in part, on the 2002 Market Analysis² including:

- For current population use the Lake Grove Village Center Plan 2007/08 inventory or other sources. It indicates approximately 200 dwelling units. This translates to 400 residents or 3.4 residents per acre, based on 2.0 persons per household.
- For future population and employment, use the Metro 2040 assumptions using Transportation Analysis Zone data for the Project Area.
- 2010 census data compared with 2000 census data to provide changes since 2000 (see page 41 of Lake Grove Village Center Plan).

Memo #2 must address:

- current, forecast, and desired mode split for Project area considering regional targets and desired outcomes;
- the applicable transportation, access and parking objectives, urban design policies;
- code provisions for Project Area redevelopment as it relates to building and parking location;
- Relevant sections of Transportation Planning Rule; Regional Transportation Functional Plan; and Americans with Disabilities Act requirements);
- Recommended parking inventory and utilization methodology based on *Parking Made Easy: A Guide to Managing Parking in Your Community*.

Consultant shall prepare draft and revised Base Map(s) that show existing building outlines, parking locations, access, street, bicycle and pedestrian system. Base Maps must reflect any projects accomplished or programmed since the Lake Grove Village Center

¹ See Lake Grove Village Center Plan, (10) Parking Facilities and Access Coordination page 34 for parking and access assumptions. Assume Project “Desired Outcomes”.

² The Lake Grove Village Center Plan 2002 Market Analysis indicated strong demographics in the trade area characterized; by high average household incomes. The Village Center is considered a highly desirable location for restaurant and service retail tenants. The proximity of the Kruse Way office concentration and the strong demographics of the trade area support large daytime as well as evening populations.

Plan 2008 adoption and prepared in a manner that information can be added as it is developed throughout Project.

Consultant shall provide Memo #2 and Base Maps electronically to PMT prior to PMT Meeting #2. Based on PMT comments, Consultant shall revise Memo #2 and Base Maps. City Project Manager shall determine if part or all and when Memo #2 and Base Maps are posted to the Project Website.

2.2 **Stakeholder Interviews:** Consultant shall arrange and conduct Stakeholder Interviews to assess if concerns expressed in 2008 are still relevant. Consultant shall conduct six interview sessions with individuals or small groups (2-4 people) with stakeholders (i.e. business owners, property owners, developers, citizen representatives, etc.) as determined through consultation with City. The following issues and impressions were expressed by business and property owners and locally active brokers in 2008:

- Loss of parking within the Village Center is a major concern. Business owners within the Village Center area have identified landscaping requirements as a key constraint to their ability to provide required parking and connections in appropriate locations.
- A primary weakness of the area from a business perspective is access to and from businesses.
- Flexible landscape requirements would help ensure that appropriate connections between parking areas are provided.
- An emphasis on high quality landscaping in predominant locations within the Village Center significantly contribute to the attractiveness of the area to businesses, customers and residents.
- There are few opportunities for new tenants to enter the market, or for commercial redevelopment. There is very little space available in the market.

In preparing for the Stakeholder Interviews, Consultant shall develop draft and final interview questions regarding opportunities and barriers to implementing parking solutions and ways to encourage transit, pedestrian and bicycle use in LGVC. Consultant shall send draft version of interview questions to PMT prior to PMT Meeting #1 for discussion at PMT Meeting #1. Consultant shall revise interview questions for final interview questions as necessary in response to PMT comments. Consultant shall record interview comments, prepare a written summary, and distribute interview comments and summary electronically to PMT. City shall provide Consultant with stakeholder contact information. The timing of the Stakeholder interviews and whether the City Project Manager attends will be determined by the City Project Manager.

2.3 **PMT Meeting #1:** Consultant shall organize and facilitate PMT Meeting #1, up to 3-hour meeting to be held at City offices. Consultant shall prepare the agenda and distribute it, draft Memo #2 and draft interview questions one week in advance of the PMT Meeting #1. Consultant shall lead a discussion on the following topics unless otherwise noted:

- a. Memo #1, Memo #2, Base Maps and Stakeholder Interviews draft questions;

- b. Project coordination with Boones Ferry Improvement Project (led by City Project Manager);
- c. Project parking inventory and utilization methodology for Memo #3.
- d. Identify sites of interest to include in the Task 3 Project Area Tour, determine appropriate coordination with Boones Ferry Improvement Project, and discuss the content of materials for the TAC and SAC Meetings in Task 3.
- e. Schedule of activities including target dates for PMT, meetings, SAC and TAC meetings, Stakeholder Interviews, Open Houses, staff Planning Commission and City Council Project briefings and Planning Commission and City Council work sessions.
- f. Additional information needed by Consultant to be provided by the City.

Consultant shall prepare meeting summary and send electronically to PMT within one week of PMT Meeting #1.

- 2.4 **Project Schedule:** Consultant shall prepare two Project Schedules; one that is in spreadsheet format including task list with Project timing of each element, responsible parties and all Project meetings; and one that is generalized for the public that identifies the Project process and SAC meetings, Planning Commission and City Council work sessions and public meetings. Consultant shall update the Project Schedules up to four times throughout the Project life in order to keep them current.
- 2.5 **Parking Inventory and Utilization (Memo #3):** Consultant shall prepare draft and revised Memo #3, an analysis of on-and off-street parking and loading/unloading areas in Project Area for the PMT. Analysis must generally follow the methodology in *Parking Made Easy: A Guide to Managing Parking in Your Community* and as revised at PMT Meeting #1 based on Memo #2 recommendations. To conduct the analysis, Consultant shall consider utilization and turnover by location and time and observed traffic pattern; and Consultant shall collect the following data:
- a. Parking utilization and turnover by location must be measured hourly for up to ten hours of the day to cover parking patterns through the day during one weekday and one weekend day within the non-residential area of the Project Area. Collection of parking turnover data will be conducted hourly for all on-street parking and off-street parking used by retail or commercial uses as agreed upon by the PMT.
 - b. General observation of average parking utilization must be conducted and documented hourly for up to seven hours of the day during one weekday and one weekend day within a second area in the Project Area not included in subsection “a” above as determined by Consultant. Data collection for up to 7 one hour periods to be determined during PMT #1.
 - c. Parking inventory must include changes in parking (i.e. loss of 33 spaces) resulting from Boones Ferry Road right of way acquisitions and realignment.
 - d. Parking issues and possible solutions identified in Lake Grove Village Center Plan AND not previously identified in Lake Grove Village Center Plan.

Consultant shall assemble the collected data into a usable format that clearly describes the manner in which the existing parking supply is used in terms of occupancy and

turnover and which includes maps, charts, or other presentation materials. Analysis must be used in developing recommendations for later parking management plan. Consultant shall recommend a turn-over rate for the LGVC and successful business districts in general; and include a brief discussion about levels of turn-over rate in dollar terms using the downtown Bend example in *Parking Made Easy: A Guide to Managing Parking in Your Community*. Consultant shall send draft Memo #3 electronically to PMT for review and comment and Consultant shall revise for City to distribute to TAC and SAC in Task 3.

City Deliverables

- A. Review of draft Memo #2 and Base Maps (Subtask 2.1)
- B. Stakeholder Interviews (Subtask 2.2)
- C. PMT Meeting # 1 (Subtask 2.3)
- D. Review of draft Memo #3 (Subtask 2.5)

Consultant Deliverables

- 2A Memo #2 and Base Maps (Subtask 2.1)
- 2B Stakeholder Interviews (Subtask 2.2)
- 2C PMT Meeting # 1 (Subtask 2.3)
- 2D Refined Project Schedules (Subtask 2.4)
- 2E Memo #3 (Subtask 2.5)

TASK 3: Initiate Public Participation

Objective: To fully engage stakeholders and interested citizens in the development of the Lake Grove Village Center Parking Management Plan in order to gain their insights and support.

Subtasks

- 3.1 **PMT Meeting #2:** Consultant shall organize and facilitate PMT Meeting #2, an up to one hour phone- meeting to prepare for TAC Meeting #1 and SAC Meeting #1. Consultant shall prepare TAC Meeting #1 and SAC Meeting #1 draft meeting agendas with estimated time per topic and send electronically to PMT prior to meeting.
- 3.2 **TAC Meeting #1:** Consultant shall prepare meeting agenda and facilitate an up to two hour TAC Meeting #1 to introduce and discuss Project Objectives, Refined Project Schedule, Memo # 2, Memo #3, and to coordinate with the Boones Ferry Improvement Project and to determine if any of the TAC Members will attend the Village Center Tour. City shall perform meeting logistics. Consultant shall send TAC meeting agenda to PMT prior to PMT Meeting #2. Consultant shall prepare TAC meeting summary and send electronically to TAC.
- 3.3 **SAC Meeting #1:** Consultant shall prepare meeting agenda and facilitate an up to two hour SAC Meeting #1 to introduce and discuss Project Objectives, Refined Project Schedule, Memo # 2, and Memo #3. City shall perform meeting logistics. Consultant

shall send agenda to PMT prior to PMT Meeting #2. Consultant shall prepare SAC meeting summary and send electronically to SAC.

- 3.4 **Neighborhood and Business Association Outreach:** City shall arrange and facilitate three informational meetings with two neighborhood associations (Waluga Neighborhood Association and Lake Grove Neighborhood Association) and one business association (Lake Grove Association) in order to introduce themselves, explain the Project and Refined Project Schedule, educate citizens about parking management, answer questions and solicit interest using Project deliverables to date. Consultant shall request at least 30 minutes and up to one hour on each organization's meeting agenda, coordinate with and invite the City Project Manager. City shall provide meeting summary notes to the PMT within two weeks of each meeting in order to capture the questions citizens asked and to identify issues.
- 3.5 **Project Area Tour:** City shall facilitate and three Consultant staff members shall attend an up to three-hour Project Area Tour of Village Center on the same day as SAC Meeting #1 with PMT and interested TAC and SAC members.

City Deliverables:

- A. PMT Meeting #2 (Subtask 3.1)
- B. TAC Meeting # 1 (Subtask 3.2)
- C. SAC Meeting #1 (Subtask 3.3)
- D. Neighborhood and Business Association Outreach (Subtask 3.4)
- E. Project Area Tour (Subtask 3.5)

Consultant Deliverables:

- 3A PMT Meeting #2 (Subtask 3.1)
- 3B TAC Meeting # 1 (Subtask 3.2)
- 3C SAC Meeting #1 (Subtask 3.3)
- 3D Project Area Tour (Subtask 3.5)

TASK 4: Parking Management Strategies

Objective: Identify parking management solutions including future public parking sites.

Subtasks

- 4.1 **Parking Management Strategies (Memo #4):** Building on the Lake Grove Village Center Plan vision and objectives and Project work to date, Consultant shall prepare draft and revised Memo #4 that:
- a. identifies and analyzes opportunities and barriers to implementing parking management solutions,
 - b. recommends parking management solutions,
 - c. recommends Plan and Code amendments to implement the recommended solutions,
 - d. identifies 3 sites for potential public parking, and

- e. recommends implementing actions.

In developing Memo #4, Consultant shall do the following:

1. Describe, assess, and depict in matrix format the effectiveness of opportunities for the development of potential parking management strategies in Project Area including:
 - a. Bicycle parking;
 - b. Employee parking;
 - c. Shared parking;
 - d. Parking structures;
 - e. Surface Parking Lot;
 - f. Parking pricing/parking meters;
 - g. Parking Benefit District;
 - h. Timed parking;
 - i. Transit opportunities;
 - j. Additional parking enforcement;
 - k. Employee preferential parking for high occupancy vehicles;
 - l. Other parking demand reduction strategies (i.e. discount coupons for making trip by alternative mode); and
 - m. Additional on-street parking.
2. Recommend a package of feasible parking management strategies and solutions along with planning-level cost and benefit analysis (in matrix format); consider resources and factors including:
 - a. Memos #2 and # 3;
 - b. Current and future demand for short- and long-term parking; and
 - c. Parking solutions from elsewhere in the country.
3. Recommend amendments to land use and transportation policies, Plans, Development Codes, rules and requirements to eliminate or minimize the identified barriers to parking and to implement the recommended parking management strategies and encouraging bicycle and pedestrian use in Project Area. Recommended amendments must be in concept form. Recommended amendments may include:
 - a. reductions in on- and off-site parking requirements and parking minimums;
 - b. establishment of parking maximums;
 - c. allowing the provision of on-street parking, long-term lease parking, and shared parking to meet minimum off-street parking requirements;
 - d. exempting structured parking and on-street parking from any parking maximums;
 - e. requiring that parking lots over a certain size provide street-like features along major driveways, including curbs, sidewalks, and street trees or planting strips;
 - f. improved street lighting, bicycle parking, and bicycle and pedestrian connections from residential uses to commercial and public uses to encourage pedestrian and bicycle use; and

- 4.2 **Joint PMT / TAC Meeting # 1:** City shall perform logistics and Consultant shall facilitate an up to two hour Joint PMT / TAC Meeting # 1 to discuss Memo #4 and prepare for SAC Meeting #2 and Open House #1. Consultant shall provide SAC Meeting #2 draft meeting agenda and draft presentation outline to PMT and TAC prior to meeting. Consultant shall prepare meeting summary and send electronically to PMT.
- 4.3 **SAC Meeting #2:** Consultant shall facilitate an up to two-hour SAC Meeting #2 to discuss Memo #4. City shall advertise SAC Meeting #2 and perform logistics. Consultant shall prepare meeting minutes and send electronically to PMT and SAC.
- 4.4 **Open House #1:** City shall perform logistics for and Consultant shall facilitate an up to three hour Open House #1 (in combination with Boones Ferry Improvement Project Open House if the timing is feasible) to present Project purpose, schedule, Project Objectives, Memos # 1 to #4, and to answer participants' questions. Consultant shall report on Stakeholder input to date to extent known. City shall send a postcard invitation to all property owners, business owners and stakeholders in Project Area for Open House #1. Consultant shall present Open House #1 information in visual manner at a minimum through a slide presentation, handouts or display boards plus prepare written summary and distribute to City and APM. Open House #1 must be held on the same day as SAC Meeting #2 and Consultant shall provide Open House #1 draft meeting agenda and draft presentation outline to PMT prior to Joint PMT and TAC Meeting # 2.

City Deliverables

- A. Review of Memo #4 (Subtask 4.1)
- B. Joint PMT / TAC Meeting # 1 (Subtask 4.2)
- C. SAC Meeting # 2 (Subtask 4.3)
- D. Open House # 1 (Subtask 4.4)

Consultant Deliverables

- 4A Memo #4 (Subtask 4.1)
- 4B Joint PMT / TAC Meeting # 1 (Subtask 4.2)
- 4C SAC Meeting # 2 (Subtask 4.3)
- 4D Open House # 1 (Subtask 4.4)

TASK 5: Draft Lake Grove Village Center Parking Management Plan

Objective: To develop and obtain community support for Draft Lake Grove Village Center Parking Management Plan and Implementing Ordinances.

Subtasks

- 5.1 **Draft Lake Grove Village Center Parking Management Plan:** Consultant shall consult with City to determine preferred format and synthesize previous Project work into draft and revised Draft Lake Grove Village Center Parking Management Plan that

recommends solutions that efficiently and strategically resolve parking needs in the Project Area consistent with the project goals and objectives, guiding principles and desired outcomes. Draft Lake Grove Village Center Parking Management Plan must include the following elements from earlier work (names of sections may vary):

1. Executive Summary
2. Introduction and Project Objectives (Memo #2)
3. Parking Inventory and Utilization (Memo #3)
4. Identification and Analysis of Opportunities and Barriers (Memo #4)
5. Parking Management Strategies (Memo #4)
6. Future Public Parking Sites (from Memo #4)
7. Urban Design for structured or surface parking (Memo #4)
8. Public Parking Finance Options and Strategies (Memo #4)
9. Recommended Implementing Policy and Code Language in adoption-ready language (Memo #4)

Consultant shall send the Draft Lake Grove Village Center Parking Management Plan electronically to PMT for review and written comment prior to Joint PMT / TAC Meeting #2 and Consultant shall revise based on comments prior to SAC Meeting 3.

- 5.2 **Department of Land Conservation and Development Notice** – City shall submit a copy of the revised Draft Lake Grove Village Center Parking Management Plan to Department of Land Conservation and Development 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 as designated by Department of Land Conservation and Development prior to the public hearing.
- 5.3 **Joint PMT / TAC Meeting #2:** City shall perform logistics and Consultant shall facilitate an up to two hour Joint PMT / TAC Meeting #2 to discuss Draft Lake Grove Village Center Parking Management Plan and Open House #2. City shall lead Open House #2 discussion in order to gain the Consultants' advice on the Open House #2 content. Consultant shall prepare meeting summary and send electronically to PMT.
- 5.4 **SAC Meeting #3:** Consultant shall facilitate an up to two-hour SAC Meeting #3 to discuss Draft Lake Grove Village Center Parking Management Plan and to introduce the future Open House #2. City shall advertise SAC Meeting #3 and perform logistics. Consultant shall prepare meeting minutes and send electronically to PMT and SAC.
- 5.5 **Open House #2:** City shall perform logistics for, organize and host a virtual Open House to present the Draft Lake Grove Village Center Parking Management Plan and solicit feedback from the public. City shall send an invitation to all property owners, business owners and stakeholders in Project Area to invite their comments. City shall prepare written summary and distribute to PMT. Consultant shall provide input on on-line format of open house, including storyboarding on-line layout, sample questions/surveys and providing content from existing deliverable completed as part of Tasks 1 through Task 4 and Task 5.1.

- 5.6 **Planning Commission Work Session:** City shall arrange and Consultant shall facilitate an up to two hour Planning Commission Work Session to solicit input on the Draft Lake Grove Village Center Parking Management Plan. Consultant shall prepare presentation-scale graphics or slide presentation and handouts to communicate the key findings and recommendations in Draft Lake Grove Village Center Parking Management Plan. City shall distribute agenda and copies of the Draft Lake Grove Village Center Parking Management Plan to all members of the Planning Commission at least two week prior to Planning Commission Work Session. City shall schedule, provide legal notice, and distribute agenda and copies of the Draft Lake Grove Village Center Parking Management Plan at least two week prior to Planning Commission Work Session. City shall prepare meeting summary and distribute electronically to PMT.
- 5.7 **City Council Work Session:** City shall arrange and Consultant shall facilitate an up to two-hour City Council Work Session to solicit input on the Draft Lake Grove Village Center Parking Management Plan. Consultant shall prepare additional presentation-scale graphics or slide presentation and handouts to communicate the key findings and recommendation, if needed as determined by the City. City shall schedule, provide legal notice, and distribute agenda and copies of the Draft Lake Grove Village Center Parking Management Plan at least two weeks prior to City Council Work Session. City shall prepare meeting summary and distribute electronically to PMT.

City Deliverables:

- A. Department of Land Conservation and Development Notice (Subtask 5.2)
- B. Joint PMT / TAC Meeting #2 (Subtask 5.3)
- C. SAC Meeting #3 (Subtask 5.4)
- D. Open House #2 (Subtask 5.5)
- E. Planning Commission Work Session (Subtask 5.6)
- F. City Council Work Session (Subtask 5.7)

Consultant Deliverables:

- 5A Draft Lake Grove Village Center Parking Management Plan (Subtask 5.1)
- 5C Joint PMT / TAC Meeting #2 (Subtask 5.3)
- 5D SAC Meeting #3 (Subtask 5.4)
- 5E Open House #2 (Subtask 5.5)
- 5F Planning Commission Work Session (Subtask 5.6)
- 5G City Council Work Session (Subtask 5.7)

TASK 6: Recommended Plan and Adoption

Objective: For Consultant to provide final, Recommended Lake Grove Village Center Parking Management Plan with recommended Comprehensive Plan and code changes for City to take through public hearing adoption process.

Subtasks:

6.1 **Recommended Lake Grove Village Center Parking Management Plan:** Consultant shall prepare Recommended Lake Grove Village Center Parking Management Plan including any needed changes to the adoption-ready policy or code language, a revision based on the citizen, committee, Planning Commission and City Council comments received in Task 5 and submit electronic (in both pdf and editable formats) and two hard copies to the APM and electronically on USB Flash drive (in both pdf and editable formats) and two hard copies to the City.

6.2 **Title VI Report:** City shall prepare a summary of Project public involvement and submit to APM by the end of the Project period. The Title VI Report must summarize the Project public involvement and include the number of women and minority individuals who participated in the Project.

City Deliverables

A Title VI Report (Subtask 6.2)

Consultant Deliverables

6A Recommended Lake Grove Village Center Parking Management Plan (Subtask 6.1)

Project Schedule

Task		
1	Project Start-Up and Management	July-Sept. 2014
2	Lake Grove Village Center Parking Management Plan Framework	Sept.- Oct. 2014
3	Initiate Public Participation	Sept.-Dec. 2014
4	Parking Management Strategies	Jan. – March 2015
5	Draft Lake Grove Village Center Parking Management Plan	Feb.- April 2015
6	Recommended Plan and Adoption	April – June 2015

City Budget

Task		
1	Project Start-Up and Management	\$2,000
2	Lake Grove Village Center Parking Management Plan Framework	\$3,000
3	Initiate Public Participation	\$3,000
4	Parking Management Strategies	\$3,000
5	Draft Lake Grove Village Center Parking Management Plan	\$2,500
6	Recommended Plan and Adoption	\$2,570
	Total	\$16,070

Consultant Deliverables Table

Task	Deliverable	Amount
1	Project Start-Up and Management	
1A	Review and Comment on Memo #1	\$760
	Subtotal - Task 1	\$760
2	Lake Grove Village Center Parking Management Plan Framework	
2A	Memo #2 and Base Maps	\$6,050
2B	Stakeholder Interviews	\$5,365
2C	PMT Meeting # 1	\$3,790
2D	Refined Project Schedule	\$1,510
2E	Memo #3	\$19,945
	Subtotal - Task 2	\$36,660
3	Initiate Public Participation	
3A	PMT Meeting #2	\$1,085
3B	TAC Meeting #1	\$2,365
3C	SAC Meeting #1	\$2,695
3D	Village Center Tour	\$1,475
	Subtotal - Task 3	\$7,620

Task	Deliverable	Amount
4	Parking Management Strategies	
4A	Memo #4	\$25,640
4B	Joint PMT / TAC Meeting # 1	\$3,380
4C	SAC Meeting #2	\$3,275
4D	Open House #1	\$5,925
	Subtotal - Task 4	\$38,220
5	Draft Lake Grove Village Center Parking Management Plan	
5A	Draft Lake Grove Village Center Parking Management Plan	\$10,000
5C	Joint PMT / TAC Meeting #2	\$3,380
5D	SAC Meeting #3	\$3,275
5E	Open House #2	\$3,420
5F	Planning Commission Work Session	\$3,170
5G	City Council Work Session	\$2,790
	Subtotal – Task 5	\$26,035
6	Recommended Plan and Adoption	
6A	Recommended Lake Grove Village Center Parking Management Plan	\$8,530
	Subtotal – Task 6	\$8,530
	Total	\$117,830

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

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

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

AGENCY OFFICIAL CERTIFICATION (ODOT)

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

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

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

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

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

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

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

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

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

EXCEPTIONS:

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

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

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

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

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

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

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

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

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

- Appendix B of 49 CFR Part 29 -

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

Instructions for Certification

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

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

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

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

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

IV. EMPLOYMENT

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

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

V. NONDISCRIMINATION

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

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

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

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

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

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

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

DBE POLICY STATEMENT

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

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

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

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

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

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

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

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

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

VII. LOBBYING

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

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

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

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

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

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

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

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