

AGENDA

Thursday, May 21, 2015 - 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2015-47

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATION *(Following are items of interest to the citizens of the County)*

1. Presentation – The Road Ahead: Safe Roads are No Accident (Barb Cartmill and Mike Bezner, Department of Transportation and Development)

II. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

III. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE

(No public testimony on this item)

1. Adoption of Zoning and Development Ordinance (ZDO) 251, Amendments to the Comprehensive Plan to Implement the Active Transportation Plan (Nate Boderman, County Counsel)

IV. CONSENT AGENDA *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Department of Transportation & Development

1. Approval of Cooperative/Planning Agreement No. 29830 with Oregon Department of Transportation, Metro, City of Portland, Washington County and Multnomah County for the Regional Over-Dimensional Truck Route Study
2. Approval of an Intergovernmental Agreement for the Transportation and Growth Management (TGM) Grant Agreement No. 30687 with Oregon Department of Transportation to Develop the Villages at Mt Hood Pedestrian and Bikeway Implementation Plan

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

V. DEVELOPMENT AGENCY

1. Resolution No. _____ Declaring the Public Necessity and Purpose for Acquisition of Rights-of-Way, Easements and Fee Property – Group 1 for the Otty Street Realignment Project and Authorizing Negotiations and Eminent Domain Actions
2. Resolution No. _____ Declaring the Public Necessity and Purpose for Acquisition of Rights-of-Way and Easements for the Boyer Drive Extension Project and Authorizing Negotiations and Eminent Domain Actions

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

www.clackamas.us/bcc/business.html

May 21, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

The Road Ahead: Safe Roads Are No Accident

Purpose/Outcomes	Present information about the crucial role road maintenance plays in keeping our roadways safe for all travelers.
Fiscal Impact	We currently have an annual \$17.6 million gap between the amount of money available and the amount of money needed to maintain our roadways
Funding Source	To be determined
Safety Impact	Filling the funding gap will reduce future crashes, thereby reducing deaths and injuries.
Duration	Ongoing
Previous Action	The Board of County Commissioners has been focused on road maintenance funding needs for more than a year. Last year the BCC also approved the County's first Transportation Safety Action Plan (TSAP).
Contact Person	Mike Bezner, Assistant Director, Transportation & Development, 503-742-4651

BACKGROUND

Clackamas County maintains 1,400 miles of roads – more miles of paved roads than any other county in Oregon – yet has no local source of funding for maintenance. There is currently an annual gap of \$17.6 million between the amount of money available for road maintenance and the amount of money needed for road maintenance.


For more than a year, the County has shared information with the public about this looming crisis. That outreach has included data on the cost of maintenance, various maintenance activities, the dramatically increased cost of rebuilding a roadway compared to ongoing maintenance, why the funding shortage has occurred, etc.

Today, we want to focus on another, and perhaps the most important, reason to maintain our roads – safety.

Smooth pavement and shoulders, clear lane markings and unobstructed sight lines are all critical to keeping our roads safe and sound. As funds available for maintenance have diminished, the County has been forced to juggle priorities and stretch the number of years between routine maintenance services such as repairing culverts and storm sewers, cutting back brush, signage, controlling water on County roads and marking pavement.

Though the majority of crashes are primarily the result of driver error, road conditions can make a difference in preventing whether a crash occurs and/or the severity of a crash.

Respectfully submitted,


Barbara Cartmill
Director



Safe Roads Are No Accident

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING

MAY 21, 2015

What we heard

Focus Groups:

Safety is the strongest argument for the need for more road funds

Community Discussion Forum:

Strongest messages:

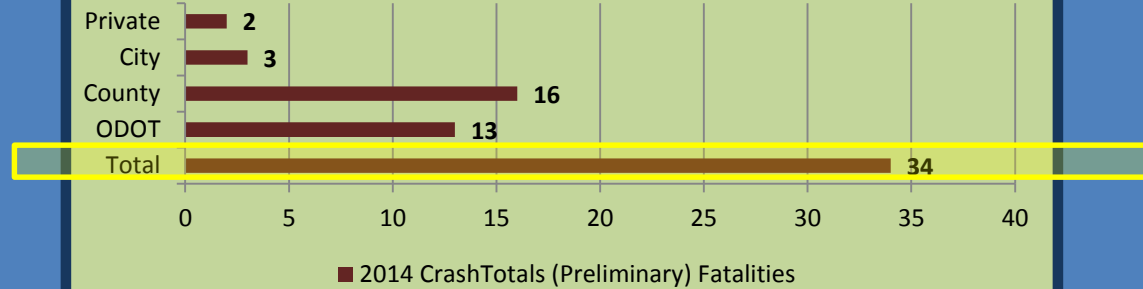
- *High cost of waiting*
- *Safety*

What we know

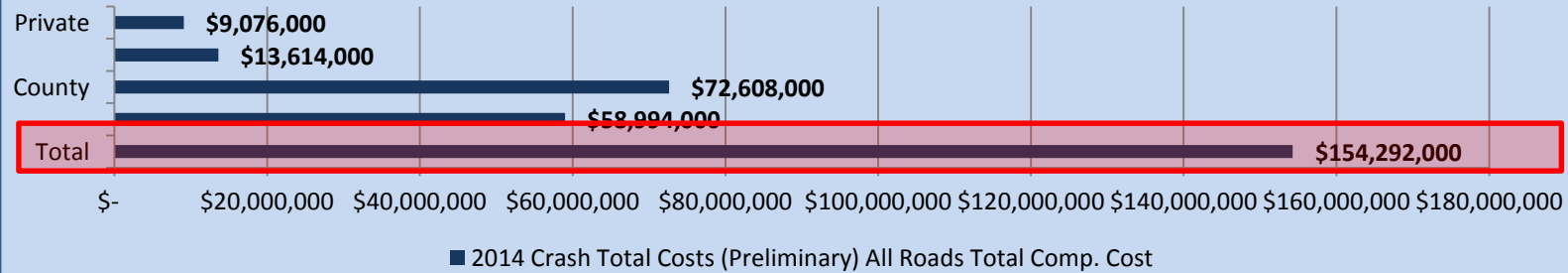
Safe roads are no accident; we work to make them safe every day.

Maximum Time Between Fatal
Crashes: 53 Days 😊

2014 Crash Totals (Preliminary) Fatalities – All Roads

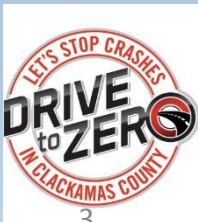


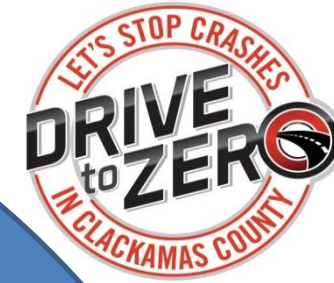
2014 Crash Total Costs (Preliminary) Total Comp. Cost – All Roads



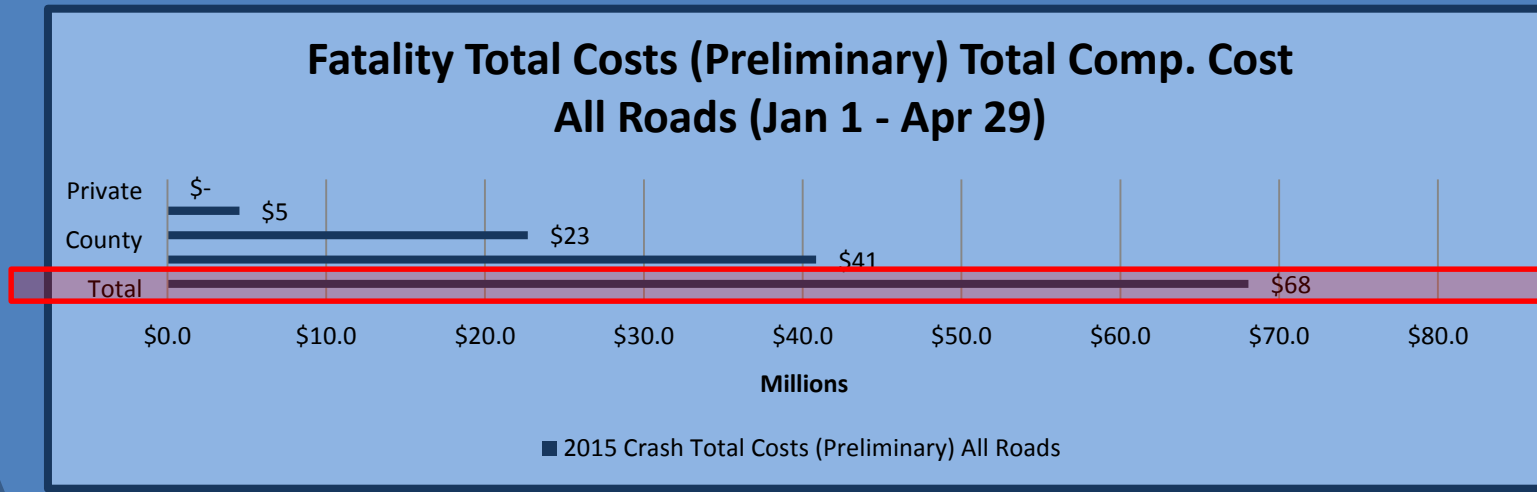
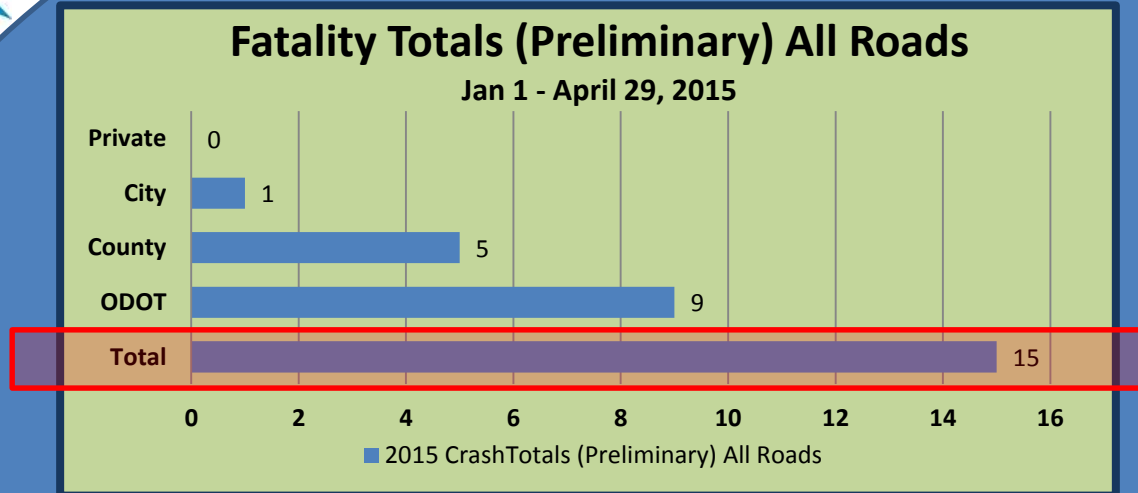
2014 Preliminary Fatality & Comprehensive Costs through January 1, 2015

Comprehensive cost of one fatal = \$4.538 million per National Safety Council





Maximum Time Between Fatal Crashes: 13 Days 😊



2015 Preliminary Fatality & Comprehensive Costs through April 29, 2015

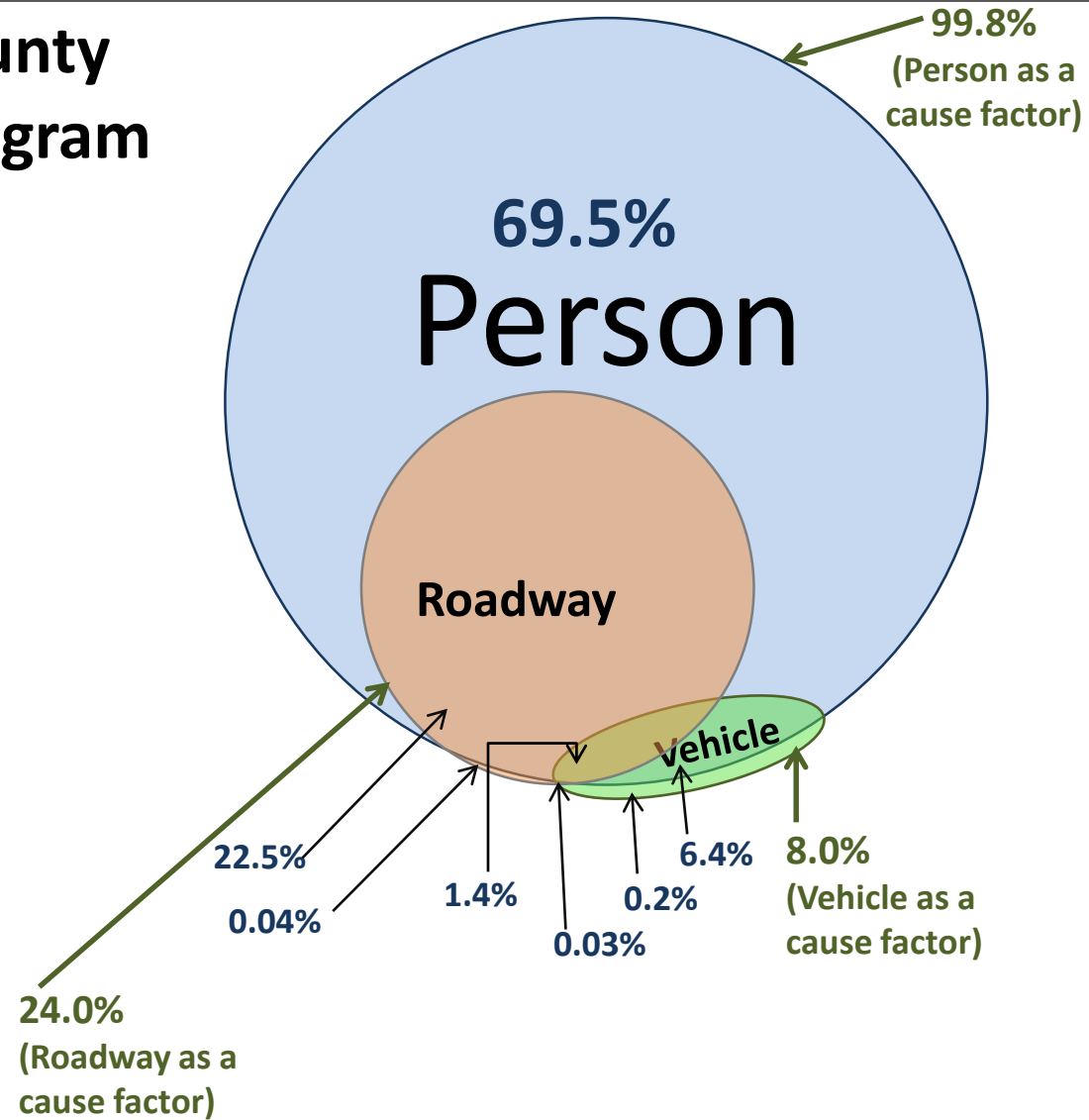
2014: 9 Fatalities as of April 30th!

Comprehensive cost of one fatal = \$4.538 million per National Safety Council

Clackamas County Crash Cause Diagram

Crash Cause Factor	%
Person	99.8
Roadway	24.0
Vehicle	8.0
Sole Crash Cause Factor	%
Person	69.5
Roadway	0.04
Vehicle	0.2
Combination Crash Cause Factors	%
Person & Roadway	22.5
Person & Vehicle	6.4
Roadway & Vehicle	0.03
Roadway & Vehicle & Person	1.4

Source: Oregon DOT crash data, 2009-2013



National Strategy On Highway Safety[™]
PROUD PARTNER
TowardZeroDeaths.org



Surface Treatments

Chip Seal

Provides a long-wearing, high-friction coating for roadway

- Improves vehicle braking
- Improves vehicle traction in wet and/or icy conditions



Paving

Adds friction for vehicles

Can add a safety edge (45-degree beveled edge) to the side of the road

Provides a safe, smooth surface to travel on so travelers are not forced to leave the travel lane to avoid damaged sections

Provides adequate width for safe two-way travel for roadways with different volumes and speeds

Culverts / Ditching / Storm Drainage

Keeps standing water off the roadway to prevent:

- Hydroplaning
- Sudden braking
- Loss of braking performance due to wet braking surfaces on vehicle

Keeps roadbed dry to increase the life of the roadway



Shoulders

Serve as safety area for a disabled vehicle in case of emergency

May provide a safe area for person to walk or bike

Provide recovery area, if needed, for errant driver to be able to maintain control of vehicle

Provide support to pavement area



Guardrails

Help keep vehicles from leaving the road in high-risk areas

Updated guardrail ends better protect vehicle occupants when the guardrail is impacted by a vehicle



Vegetation Management

Help optimize sight lines:

- at intersections
- along the roads to see the road ahead
- at driveways so travelers can enter and exit roadway safely

Remove obstructions from the roadway



Signs

Guide drivers safely along roads

Help people find their destination (name signs)

Posting speeds and other safety related duties of drivers

Signs to define priority for an intersection- stop signs



Traffic Signals

Safe travel through intersections (prevent crashes)

Use of modern computer and electronics to optimize safety and efficiency along a roadway

Built-in safety systems

Pavement Markings

Centerline markings guide drivers in their lane along a roadway

Edge lines (where there is enough width) help guide drivers to stay on the roadway

Centerline raised markings provide visibility at night and in rainy/foggy conditions

Messaging on pavement guides drivers and notifies them of upcoming changes

Mark where different road users should be (motorists, walkers, bicyclists)





OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

Stephen L. Madkour
County Counsel

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Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Assistants

May 21, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Adoption of Zoning and Development Ordinance 251, Amendments to the Comprehensive Plan to Implement the Active Transportation Plan

Purpose/Outcome	Amend the Comprehensive Plan
Dollar Amount and Fiscal Impact	None
Funding Source	Not applicable
Safety Impact	None anticipated
Duration	Indefinitely
Previous Board Action/Review	Board of County Commissioners held a policy session on March 11, 2015, and a public hearing on March 18, 2015
Contact Person	Scott Hoelscher, 503-742-4524
Contract No.	None

BACKGROUND:

In 2012 Clackamas County was awarded a \$105,000 grant from the Transportation and Growth Management (TGM) program through the Oregon Department of Transportation (ODOT) to prepare an Active Transportation Plan (ATP). ZDO-251, a legislative text amendment to the Clackamas County Comprehensive Plan (Plan), includes amendments to Chapter 5: Transportation System Plan (TSP) proposed in conjunction with the Clackamas County Active Transportation Plan (ATP). The purpose of this project is to identify principal active transportation routes that connect destinations and communities in Clackamas County.

The Planning Commission conducted a public hearing on this matter on February 23, 2015. By a vote of 7-1, the Planning Commission recommended that the Board approve the ZDO-251 amendment package with the following changes: 1) Add Lake Oswego-to-Milwaukie pedestrian-bike bridge to Route I-15; 2) For Route P11, replace

Leland Road with Carus Road; 3) Add Willamette Falls Drive-Borland Road as a connector route.

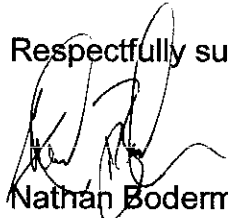
The Board conducted a public hearing on this matter on March 18, 2015. By a vote of 5-0, the Board voted to approve the amendment package as recommended by the Planning Commission with the following additional change: for Policy 5.AA.2, replace the word "develop" with the word "seek."

The adoption documents have been updated to reflect the changes requested by the Planning Commission and the Board, as well as to make housekeeping edits for accuracy and consistency.

RECOMMENDATION:

Staff recommends the Board adopt the attached ordinance.

Respectfully submitted,



Nathan Boderman
County Counsel

ORDINANCE NO. ZDO-251

An Ordinance Amending Chapter 5, Appendix A and Appendix B of the Clackamas County Comprehensive Plan

WHEREAS, in October of 2012 the County was awarded a Transportation Growth Management Grant from the Oregon Department of Transportation to prepare an Active Transportation Plan; and

WHEREAS, in June of 2013, an Intergovernmental Agreement between the Oregon Department of Transportation and the County was executed to commence work on the Active Transportation Plan; and

WHEREAS, following public outreach and coordination with stakeholders, the Transportation Planning Staff and the Project Advisory Committee developed the Active Transportation Plan, which identifies 24 principal active transportation routes connecting destinations and communities; and

WHEREAS, amendments to the Comprehensive Plan are necessary to adopt and therefore implement the *Clackamas County Active Transportation Plan*; and

WHEREAS, the proposed amendments are consistent with the Statewide Planning Goals and Guidelines, the Metro Urban Growth Management Functional Plan and the Metro Regional Transportation Plan; and

WHEREAS, after a duly-noticed public hearing, the Clackamas County Planning Commission recommended approval of amendments to the Comprehensive Plan on February 23, 2015; and

WHEREAS, after a duly-noticed public hearing, the Clackamas County Board of County Commissioners orally approved a modified version of the Planning Commission's recommendation on March 18, 2015; now therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 5, including Maps 5-11a through 5-11f and Tables 5-3a through 5-3d, and Appendix B of the Clackamas County Comprehensive Plan are hereby amended and Maps 5-12a and 5-12b are hereby adopted as shown in Exhibit A, hereto attached.

Section 2: The *Clackamas County Active Transportation Plan* is hereby adopted by reference in Appendix A of the Clackamas County Comprehensive Plan, as shown in Exhibit B, hereto attached.

Section 3: This ordinance shall be effective on June 1, 2015.

ADOPTED this 21st day of May, 2015

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



COPY 3

M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

May 21, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Cooperative/Planning Agreement No. 29830 with
Oregon Department of Transportation, Metro, City of Portland, Washington County, and
Multnomah County for the Regional Over-Dimensional Truck Route Study**

Purpose/Outcomes	Enter into an agreement with Oregon Department of Transportation and other local partners to complete a comprehensive assessment of over-dimensional truck movement through the Metro region.
Dollar Amount and Fiscal Impact	Total project cost \$139,306.81 County contribution \$4,768.94
Funding Source	Federal-Aid Urban Surface Transportation Program (STP): \$125,000 Clackamas County Road Fund: \$4,768.94 Washington County: \$4,768.94 City of Portland: \$4,768.94
Safety Impact	This study will identify and more effectively plan for the safe and efficient routing of over-dimensional vehicles.
Duration	Upon execution through completion of the project.
Previous Board Action	No prior actions.
Contact Person	Larry Conrad, Principal Planner @ 503-742-4539

BACKGROUND:

Clackamas County, like our regional jurisdiction partners including Oregon Department of Transportation, City of Portland, Washington County and Multnomah County, issues permits for overweight and oversize freight loads to provide routing plans and restrictions on travel. Most freight moved through the Metro region is by truck and efficient movement of overweight and oversize loads are crucial to the economic well-being of the region. However, since multiple jurisdictions issue separate permits for overweight and oversize loads, there is a need for a more comprehensive and consistent regional approach for routing over-dimensional vehicles through the metro region. This study will provide local jurisdictions with a comprehensive assessment of over-dimensional truck movements in order to more effectively plan for their safe and efficient routing within and through the Metro region.

The City of Portland will serve as the lead agency for this study and will coordinate with partners from ODOT, Clackamas County, Washington County, Multnomah County and Metro. The total project cost is estimated at \$139,306.81 with funding provided through the Federal-Aid Urban Surface Transportation Program (STP) in the amount of \$125,000. Clackamas and

COPY

Washington counties and City of Portland are responsible for 1/3 each of the total match, which is \$4768.94 for each agency.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval of the attached Intergovernmental Agreement No. 29830 for the Regional Over-Dimensional Truck Route Study.

Sincerely,



Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Larry Conrad, Principal Planner at (503) 742-4539

COOPERATIVE/PLANNING AGREEMENT
Regional Over-Dimensional Truck Route Study

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT;" the designated Portland area metropolitan planning organization, acting by and through its designation as the Portland Urbanized Area Metropolitan Planning Organization, hereinafter referred to as "METRO;" the CITY OF PORTLAND, acting by and through its elected officials, hereinafter referred to as "CITY;" WASHINGTON COUNTY, acting by and through its elected officials, hereinafter referred to as "WASHINGTON CO.;" CLACKAMAS COUNTY, acting by and through its elected officials, hereinafter referred to as "CLACKAMAS CO.;" and MULTNOMAH COUNTY, acting by and through its elected officials, hereinafter referred to as "MULTNOMAH CO.;" hereinafter referred to individually or collectively as "PARTY" or "PARTIES."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a PARTY to the agreement, its officers, or agents have the authority to perform.
2. METRO, an independent public agency not in the employ of the State of Oregon, is the designated Metropolitan Planning Organization for the Portland Urbanized Area.
3. METRO and ODOT desire to enter into this Agreement for their mutual benefit of developing a project for the Metropolitan Transportation Improvement Program (MTIP). The MTIP schedules spending of federal transportation funds in coordination with significant state and local funds in the Portland metro region. It demonstrates how these projects relate to federal regulations regarding project eligibility, air quality impacts, environment justice and public involvement.
4. ODOT, as the state agency responsible for pass-through Federal-Aid Surface Transportation Funds, is therefore a PARTY to this Agreement.
5. By the authority granted in ORS Chapter 818, ODOT, WASHINGTON COUNTY, CITY OF PORTLAND, CLACKAMAS COUNTY, and MULTNOMAH COUNTY issue permits for the movement of over-dimensional (O-D) vehicles exceeding the weight and size limitations over highways and roads under their respective jurisdictions, and may engage in programs intended to simplify or expedite the issuance of permits.
6. Frequently, vehicles and loads are of such weight and dimension that a specific routing must be followed and such routing includes state highways, CITY streets, and WASHINGTON, CLACKAMAS, and MULTNOMAH County roads, thereby requiring the permittee to obtain separate permits for the same movement from

ODOT, CITY OF PORTLAND, and WASHINGTON, CLACKAMAS, AND
MULTNOMAH COUNTIES.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the PARTIES hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, CITY, as the Project Manager, will manage ODOT's Flex Services Consultant ("CONSULTANT") to prepare a strategic plan for the efficient and safe movement of O-D vehicles within and through the Portland Metro region, hereinafter referred to as "Project" and as further described in Exhibit A-Statement of Work, attached hereto and by this reference made a part hereof.
2. The Project shall be conducted as a part of the Federal-Aid Urban Surface Transportation Program (STP), Title 23, United States Code, Catalog of Federal Domestic Assistance (CFDA) No. 20.205. Federal Urban STP funds, provided by METRO for this Project, shall be limited to \$125,000 (the "STP Funds"). CITY, WASHINGTON CO., and CLACKAMAS CO. shall each contribute one-third of the total soft-match required (defined as staff time and incidental administrative costs). The total soft match required is 10.27% of the STP Funds, which is approximately \$14,306.82 total, and \$4,768.94 for each of the foregoing entities, as further described herein. CITY, WASHINGTON CO., and CLACKAMAS CO. shall be each responsible for any non-participating costs.
3. All PARTIES providing their matching funds in the form of "soft match" must first seek pre-approval from ODOT's Program & Funding Services Unit Manager before proceeding.
4. This Agreement becomes effective upon the date all required signatures are obtained and shall automatically terminate ten (10) years from the date of execution, unless extended by a fully executed amendment.

METRO OBLIGATIONS

1. METRO certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance its obligation under this Agreement.
2. METRO shall, at its own expense, perform the work described in Exhibit A.
3. METRO certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of METRO, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind METRO.

4. METRO's Project Manager for this Project is Tim Collins, Senior Transportation Planner, 600 NE Grand Ave., Portland, OR 97232, 503-797-1762, tim.collins@oregonmetro.gov, or assigned designee upon individual's absence. METRO shall notify the other PARTIES in writing of any contact information changes during the term of this Agreement.

CITY OF PORTLAND OBLIGATIONS

1. CITY shall provide one-third (1/3) of the 10.27% soft match of in-kind services, as described in Terms of Agreement Paragraph No. 2.
2. CITY will perform work and be reimbursed by ODOT up to \$10,000, as set forth below.
3. CITY certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance its obligation under this Agreement.
4. CITY shall perform the work described in Exhibit A and attributed to CITY to perform. CITY (not METRO, or the COUNTIES) is solely responsible for ensuring that CONSULTANT performs the work ascribed to CONSULTANT in Exhibit A.
5. CITY shall keep accurate cost accounting records. CITY shall prepare and submit monthly itemized, progress invoices for reimbursable work and separate statements for soft match tracking purposes directly to ODOT's Grant Administrator for review and approval. CITY shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from ODOT.
6. CITY shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
7. CITY certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of CITY, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind CITY.
8. CITY's Project Manager for this Project is Bob Hillier, Freight Planning Coordinator, 1120 SW 5th Ave., Suite 800, Portland, OR 97214, 503-823-7567, robert.hillier@portlandoregon.gov, or assigned designee upon individual's absence. CITY shall notify all PARTIES in writing of any contact information changes during the term of this Agreement.

WASHINGTON COUNTY OBLIGATIONS

1. WASHINGTON CO. shall provide one-third (1/3) of the 10.27% soft match of in-kind services, as described in Terms of Agreement Paragraph No. 2.
2. WASHINGTON CO. certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance its obligation under this Agreement. WASHINGTON CO. shall perform the work described in Exhibit A.
3. WASHINGTON CO. shall keep accurate cost accounting records. WASHINGTON CO. shall prepare and submit monthly itemized, progress statements for soft match tracking purposes directly to ODOT's Grant Administrator for review and approval.
4. WASHINGTON CO. certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind WASHINGTON CO.
5. WASHINGTON CO.'s Project Manager for this Project is Steven Szigethy, Principal Planner, 155 N. First ave., Suite 350, Hillsboro, OR 97124, 503-846-3847, stevenszigethy@co.washington.or.us, or assigned designee upon individual's absence. WASHINGTON CO. shall notify all PARTIES in writing of any contact information changes during the term of this Agreement.

CLACKAMAS COUNTY OBLIGATIONS

1. CLACKAMAS CO. shall provide one-third (1/3) of the 10.27% soft match of in-kind services, as described in Terms of Agreement Paragraph No. 2.
2. CLACKAMAS CO. certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance its obligation under this Agreement.
3. CLACKAMAS CO. shall perform the work described in Exhibit A.
4. CLACKAMAS CO. shall keep accurate cost accounting records. CLACKAMAS CO. shall prepare and submit monthly itemized, progress statements for soft match tracking purposes directly to ODOT's Grant Administrator for review and approval.
5. CLACKAMAS CO. certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of CLACKAMAS CO., under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind CLACKAMAS CO.

6. CLACKAMAS CO.'s Project Manager for this Project is Lawrence Conrad, Principal Transportation Planner, 150 Beaver Creek Road, Oregon City, OR 97045, 503-742-4539, larryc@co.clackamas.or.us, or assigned designee upon individual's absence. CLACKAMAS CO. shall notify all PARTIES in writing of any contact information changes during the term of this Agreement.

MULTNOMAH COUNTY OBLIGATIONS

1. MULTNOMAH CO. certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance its obligation under this Agreement.
2. MULTNOMAH CO. shall, at its own expense, perform the work as a Project Management Team (PMT) member described in Exhibit A and agrees to provide any MULTNOMAH CO. data, as needed to support the Project efforts described in Exhibit A.
3. MULTNOMAH CO. certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of MULTNOMAH CO., under the direction or approval of its governing body, commission, board, officers, members or representatives; and to legally bind MULTNOMAH CO.
4. MULTNOMAH CO. Project Manager for this Project is Kate McQuillan, Transportation Planner, Multnomah County Land Use and Transportation Planning; phone (503) 988-0204; fax (503) 988-3389; email: katherine.mcquillan@multco.us; or assigned designee upon individual's absence. MULTNOMAH CO. shall notify all PARTIES in writing of any contact information changes during the term of this Agreement.

ODOT OBLIGATIONS

1. In consideration for the services performed, ODOT agrees to pay CONSULTANT within forty-five (45) days of receipt by ODOT of the CITY-approved Project invoices a maximum amount of \$115,000. Said maximum amount shall include reimbursement for all expenses. Travel expenses shall not be reimbursed.
2. In consideration for the services performed, ODOT agrees to pay CITY within forty-five (45) days of receipt by ODOT of the Project invoice a maximum amount of \$10,000. Said maximum amount shall include reimbursement for all expenses. Travel expenses shall not be reimbursed.
3. ODOT's Project Manager for this Project is Tony Coleman, Grant Administrator, 123 NW Flanders St., Portland, OR 97209, 503-731-8480, anthony.t.coleman@odot.state.or.us, or assigned designee upon individual's

absence. ODOT shall notify all PARTIES in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent by all PARTIES.
2. ODOT may terminate this Agreement effective upon delivery of written notice to all PARTIES, or at such later date as may be established by ODOT, under any of the following conditions:
 - a. If any PARTY fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If any PARTY fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within ten (10) days or such longer period as ODOT may authorize.
 - c. If any PARTY fails to provide payment of its share of the cost of the Project.
 - 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.
 - e. 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.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the PARTIES prior to termination.
4. 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 any Party with respect to which any other Party may have liability, the notified Party must promptly notify all other Parties in writing of the Third Party Claim and deliver to all other Parties 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

5. With respect to a Third Party Claim for which one Party is jointly liable with another Party or Parties (or would be if joined in the Third Party Claim), each Party 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 in such proportion as is appropriate to reflect the relative fault of each Party 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 each Party 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. Each Party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if that Party had sole liability in the proceeding.
6. The PARTIES shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the PARTIES may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
7. The PARTIES agree to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, which hereby are incorporated by reference. Without limiting the generality of the foregoing, the PARTIES expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
8. The PARTIES shall perform the service under this Agreement as independent contractors and shall be exclusively responsible for all costs and expenses related to their employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
9. The PARTIES agree that all employers 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. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. The PARTIES shall ensure that each of its subcontractors complies with these requirements.
10. The PARTIES acknowledge and agree that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of all PARTIES which are

directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting PARTY.

11. As federal funds are involved in this Agreement, EXHIBITS B and C are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by the PARTIES. The PARTIES also certify to any provisions of Exhibit B and C which are applicable to their situation as a sub-sub recipient of federal funds.
12. All PARTIES as a recipient of federal funds, pursuant to this Agreement with ODOT, shall assume sole liability for their organization's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon any breach of any such conditions that requires ODOT to return funds to the Federal Highway Administration, hold harmless and indemnify ODOT for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the PARTIES, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
13. 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.
14. This Agreement and attached exhibits constitute the entire agreement between the PARTIES on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any PARTY unless in writing and signed by all PARTIES and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

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

SIGNATURES TO FOLLOW

METRO, an Oregon municipal
corporation

By _____
Director

Date _____

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
METRO Counsel

Date _____

METRO Contact:

Tim Collins, Senior Transportation
Planner
600 NE Grand Ave.
Portland, OR 97232
503-797-1762
tim.collins@oregonmetro.gov

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 1 Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Planning Manager

Date _____

ODOT Contact:

Tony Coleman
123 NW Flanders Street
Portland, OR 97209
503-731-8480
anthony.t.coleman@odot.state.or.us

CITY OF PORTLAND, by and through its
designated officials

By _____
Commissioner

Date _____

By _____
Auditor

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
CITY Counsel

Date _____

CITY Contact:

Bob Hillier, Freight Planning Coordinator
1120 SW 5th Ave., Suite 800
Portland, OR 97214
503-823-7567
robert.hillier@portlandoregon.gov

CLACKAMAS COUNTY, by and through
its designated officials

By _____
Chair

Date _____

By _____
Recording Secretary

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
CLACKAMAS CO. Counsel

Date 5/11/15

CLACKAMAS CO. Contact:

Lawrence Conrad
Principal Transportation Planner
150 Beaver Creek Road
Oregon City, OR 97045
503-742-4539
larryc@co.clackamas.or.us

WASHINGTON COUNTY, by and through its designated officials

By _____
Chair of Board of Commissioners

Date _____

By _____
Recording Secretary

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

WASHINGTON CO. Counsel

Date _____

WASHINGTON CO. Contact:
Steven Szigethy, Principal Planner
155 N. First ave., Suite 350
Hillsboro, OR 97124
503-846-3847
stevenszigethy@co.washington.or.us

MULTNOMAH COUNTY, by and through its designated officials

By _____
Chair of Board of Commissioners

Date _____

By _____
Recording Secretary

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

MULTNOMAH CO. Counsel

Date _____

MULTNOMAH CO. Contact:
Kate McQuillan, Transportation Planner
Multnomah County Land Use and
Transportation Planning
phone (503) 988-0204
fax (503) 988-3389
katherine.mcquillan@multco.us

EXHIBIT A

City of Portland Regional Over-Dimensional Truck Route Study

STATEMENT OF WORK

Definitions

Agency/ODOT	Oregon Department of Transportation
APM	Agency Project Manager
City	City of Portland
City PM	City Project Manager
DCP	Development Concept Plan
DLCD	Department of Land Conservation and Development
PM	Project Manager
PMT	Project Management Team
SAC	Stakeholder Advisory Committee
TAC	Technical Advisory Committee
TSP	Transportation System Plan

Project Background

1. The Oregon Department of Transportation (ODOT) requires motor carriers transporting oversize or overweight loads to obtain a variance permit prior to departure (for loads originating in-state) or entering Oregon from another state. Under Oregon Revised Statute (ORS) 818 – Vehicle Limits, drivers operating on Oregon roads must obtain a state-issued over-dimension (single-trip or annual) variance permit to haul any single, non-divisible load meeting the following condition:
Height: Vehicle or vehicle combination and load exceeds 14 feet.
Width: Load or hauling equipment exceeds 8 feet 6 inches.
Length: Load greater than 40 feet, exceeding 5 feet beyond the end of the semi-trailer, or load less than or equal to 40 feet, exceeding one-third of the wheelbase of the combination, whichever is less.
2. Truck operators obtain an over-dimensional variance permit from the State when their vehicle exceeds any of the legal limits. The permits provide routing plans and restrictions on travel. In addition, any road authority may also require a permit for the use of their streets by over-dimensional vehicles exceeding the weight or size limitations set forth in ORS 818.
3. In 2007, the Portland Bureau of Transportation conducted an analysis of over 6,000 state and city permit records issued in 2006 to define the existing nature of over-dimensional movements and the clearance requirements of permitted loads. The analysis found that construction equipment (cranes and excavators) along with log loaders and steel plates were the most commonly permitted commodities and account for more than half of the over-dimension loads transported. The analysis also identified both the median and largest sized trucks using city streets to move these commodities in order to provide insight on the appropriate routing and minimum clearance requirements for these vehicles.

4. While the orderly and efficient movement of these over-sized and over-weight commodities are crucial to the economic well-being of the Metro region, their transport can create negative impacts to the local neighborhoods in respect to excessive roadway damage, noise, pollution and traffic congestion. For example, N Columbia Blvd and NE Lombard St (US 30 Bypass) are the two primary east/west truck routes linking the adjacent industrial properties to the Interstate Highway System. These two facilities serve as the only viable east/west routes for over-dimensional vehicles in the Columbia Corridor Industrial area. However, current height restrictions and other operational constraints force over-dimension truck traffic through the St. Johns Town Center on the US 30 Bypass rather than taking the preferred city truck route along N. Columbia Blvd. In Washington County, the Oregon St. /Tonquin Rd. /Grahams Ferry/Day Rd. /Boones Ferry Road route poses significant safety and operational challenges for over-dimensional loads traveling between Tualatin-Sherwood Rd. and I-5. In Clackamas County, there are numerous routes used to transport over dimensional loads to construction sites and between the rural resource lands and the urban area.
5. Most freight moved into, out of, within, and through the Metro region is by truck. While various factors influence freight mode selection, over-dimensional loads are unique with respect to door-to-door origin and destination and typically rely on trucks for the entire delivery. Based on the Commodity Flow Forecast, 67 percent of all freight in the region moves by truck, which is projected to grow to 73 percent by 2030, an increase of 93 percent.
6. The Washington County 2020 Transportation Plan strategy 16.1 calls for coordination of planning, development, maintenance and operation of an efficient and safe freight system with the private sector and government agencies in the Portland metropolitan area. Moreover, the adopted Portland Freight Master Plan calls for preparing a strategy for truck routes that serve the movement of over-dimensional loads as an implementing action. Developing a strategy to transfer the US 30 Bypass designation from Lombard to Columbia Blvd is also a recommended action in the Portland Freight Master Plan to improve freight mobility and to enhance community livability in the St. Johns neighborhood.
7. The Clackamas County Transportation System Plan includes Policy 5.V.3 - Consider Heavy and Oversize Freight Movement requirements on State and County facilities when developing plans for transportation improvements and land use changes along freight routes designated as ORS 366.215 Corridors, as shown on Maps 5-9c and 5-9d.
8. Clackamas County faces similar issues to those faced by the other jurisdictions in the region in terms of maintaining freight mobility and identified routes for over dimensional freight. The metals manufacturing sector produces a number of over dimensional products that are shipped from Clackamas County to other locations throughout the west. OR 99E is an over dimensional freight route that contains three bridge related height limitations that can affect over dimensional freight movement.
9. Since both ODOT and the local jurisdictions issue separate permits for oversize and overweight loads, there is a need for a more comprehensive and consistent regional approach for routing over-dimensional vehicles throughout the metro region and to

identify current height restrictions and other operational constraints on the regional transportation network.

10. Furthermore, Oregon Revised Statute (ORS) 366.215 states that the Oregon Transportation Commission (OTC) may not permanently reduce the "vehicle-carrying capacity" of identified state freight routes. Review procedures have been established for local and regional agencies that are conducting planning, design or project development activities on identified freight routes to coordinate with ODOT's Motor Carrier Transportation Division (MCTD).

Project Purpose and Outcomes

The purpose of this study is to provide local jurisdictions with a comprehensive assessment of over-dimensional truck movements in order to more effectively plan for their safe and efficient routing within and through the Metro region. This project will identify and map the most commonly used and the preferred routes for the safe movement of over-dimensional vehicles and document the minimum clearance requirements to accommodate over-sized loads in the Metro region. Physical and operational constraints and missing gaps in the over-dimensional network will be defined and recommended transportation improvements and planning-level cost estimates to remove identified constraints will be developed. An inventory and assessment of current transportation policies and regulations and over-dimensional permitting practices will be conducted to identify potential policy changes and permitting efficiency improvements. The goal is to develop a seamless over-dimensional vehicle route system that transcends jurisdictional boundaries and to provide policy guidance for accommodating over-dimensional vehicles in state, regional and local transportation system plans and street design guidelines.

Responsible Entities

The City of Portland will serve as the lead agency and provide overall project management responsibilities, review technical reports and related materials, and facilitate stakeholder and project management team meetings and meetings with key interest groups. The City of Portland will also coordinate with its regional partners to provide consultant with relevant transportation data and background materials and related data and permitting information for over-dimensional truck movements. The project consultant will conduct the technical planning and engineering analysis and cost estimates and final report preparation. The consultant will also participate in all stakeholder and interest group activities to provide technical support as specified in the Statement of Work.

A Project Management Team (PMT) shall be formed and consist of the following lead agencies and partners:

- City of Portland Bureau of Transportation - Lead Agency/Project Manager
- Metro - Partner agency
- Clackamas County - Partner agency
- Washington County - Partner agency
- Multnomah County – Partner agency
- Oregon Department of Transportation - Partner agency

Expectations about Written and Graphic Deliverables

CONSULTANT shall provide one electronic copy of all deliverables. All written and graphic products must be provided in MS Word and PDF format and be reproducible in hardcopy as handouts for broad distribution in black and white without loss of clarity. Where hard copy

deliverables are required in this scope of work, ten (10) copies are required unless otherwise noted.

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

All map deliverables shall be provided in both PDF and ESRI-compatible format (shape file, coverage, or geo database), or other acceptable format determined by Agency (in consultation with the PMT). The spatial reference system must be NAD83 HARN, Oregon State Plane North. Maps must include details necessary to ensure usability, including but not limited to MPO limits, Urban Growth Boundaries, street names, relevant environmental and cultural features, legend, and date. Maps must be at a scale that is legible, including font size. Digital copies of all other graphic files shall be provided in native (e.g., CorelDraw) formats.

Expectations about Review and Comments

CONSULTANT shall coordinate with PMT as necessary and shall revise Draft deliverables to incorporate PMT draft review comments. It is assumed that draft deliverables will be revised one time prior to public/SAC release, then will be revised one more time following public/SAC review, unless otherwise noted.

CONSULTANT shall convey deliverables to the City of Portland Project Manager for distribution. The review cycle for these materials is five (5) business days for intermediate products, and ten (10) business days for final products unless otherwise specified. All references to "days" in the WOC are in Business Days as defined in the Purchase Agreement (not calendar days).

Meetings

The Scope of Work describes several types of meetings that will occur over the course of the project. These include Project Management Team meetings and Stakeholder Advisory Committee meetings, which are identified as specific tasks elsewhere in the SOW. Unless specified otherwise, the CONSULTANT shall collaborate with the City of Portland, and PMT as necessary, to organize and conduct these meetings and events. The City of Portland will be responsible for taking the presentation lead at all meetings, unless otherwise delegated to the CONSULTANT. The Consultant shall attend all meetings, unless otherwise specified.

City of Portland staff will provide guidance on the informational materials and graphics for the meetings. The CONSULTANT shall use this guidance to prepare informational materials and graphics. CONSULTANT shall provide easels and note pads, lead presentations and discussions (as requested by the City of Portland). CONSULTANT shall provide electronic copies of draft meeting materials to the PMT for their review and approval at least ten (10) days in advance of meetings and events.

City of Portland staff shall provide meeting agendas and meeting summaries for all committee meetings, work sessions, workshops and presentations. Meeting summaries are not intended to be detailed accounts of meetings, but shall at least provide attendance, significant issues raised, identify the person(s) raising issues, resolution of any issue, and decisions made at such

meetings, work sessions, workshops and presentations. Meeting summaries shall be provided within one week following the meeting.

The City of Portland will coordinate all other meeting arrangements, which may be referred to elsewhere in this SOW as "logistics." This includes identifying meeting locations, making reservations, ensuring that tables and chairs are available if necessary, posting directional signs to meeting rooms, and making any other arrangements necessary to conduct the meetings. City of Portland will help staff the meetings and participate in discussions. For Committee meetings, City of Portland will finalize, print and distribute meeting announcements, agendas, and discussion materials (prepared by CONSULTANT).

Statement of Work (Tasks, Deliverables and Schedule)

Task 1.0 - Project Management

Objective: Define the project management structure and roles and responsibilities of the involved entities.

City of Portland or its CONSULTANT shall:

- 1.1 Be responsible for managing and completing the tasks and deliverables identified in this SOW and coordinating with the Project Management Team (PMT) to ensure completion within the Project timeline. City of Portland or its CONSULTANT shall coordinate with all sub-contractors, the PMT, and other project partners as needed throughout the duration of the Project.
- 1.2 Form the PMT consisting of staff from the Oregon Department of Transportation (ODOT), the Portland Bureau of Transportation (PBOT), Clackamas County, Washington County, Metro, Multnomah County, and others that will be responsible for providing overall project management and direction throughout the process. The PMT will be responsible for the review and final approval of all work tasks and deliverables identified in this SOW and participation in all stakeholder events and activities.
- 1.3 Provide quality control such that draft and final deliverables undergo a peer review process prior to submittal to ODOT. City or its CONSULTANT shall prepare work breakdown structure and critical path schedule for all tasks and deliverables necessary to complete the Project on time and within budget. City or its CONSULTANT shall prepare and submit monthly invoices in a format approved by State. The monthly invoices will reflect the Project schedule and show the budgeted cost for each task, tasks completed/percent complete, actual cost/cost to date, billable hours per person per task, and cost of materials.

Project Management Team (Metro, ODOT, City of Portland, Clackamas County, Washington County and Multnomah County) shall:

- 1.1 Participate in all scheduled PMT meetings, review and final approval of all work tasks and deliverables identified in this SOW and participate in all stakeholder events and activities.

Schedule: Ongoing for duration of the project

City of Portland Deliverables:

- A. Identify and form the PMT and schedule meetings.
- B. Review and provide comments on the CONSULTANT's Task 1 deliverables.

CONSULTANT Deliverables:

- A. Attend one (1) kickoff meeting and up to six (6) PMT coordinating meetings (maximum of two (2) hours/each in length). CONSULTANT Project Manager will attend all of the PMT coordinating meetings.
- B. Prepare a critical path schedule (delivered in electronic format) for project tasks and deliverables based on the finalized project work scope.
- C. Produce monthly progress reports (delivered in electronic format) that reflect the Project schedule and show the budgeted cost for each task and/or deliverable, tasks completed/percent complete, actual cost/cost to date, and billable hours per person per task and/or deliverable, and cost of materials.
- D. Produce and submit monthly invoices.

Project Management Team Deliverables:

- A. Participate in kickoff meeting and up to six (6) PMT coordinating meetings

TASK 2.0 – Stakeholder Involvement

Objective: Implement a stakeholder involvement process that generates strategic input from a broad cross-section of stakeholders that are involved with the movement of over-dimensional freight in the Portland Metro region.

Task 2.1 – Stakeholder Advisory Committee

City of Portland or its CONSULTANT shall:

- 2.1.1 Lead and facilitate up to four (4) Stakeholder Advisory Committee (SAC) meetings (maximum two (2) hours/meeting in length) and prepare meeting agendas, meeting notes and related review materials. City of Portland, in consultation with the PMT, will determine the members of the SAC that will be composed of state and local government transportation planning and engineering staff and representatives from the over-dimensional hauling industry. The SAC will meet up to four (4) times at key milestones during the study process to review, inform and endorse project information and work products and provide technical input to the PMT. CONSULTANT Project Manager will attend these SAC meetings as appropriate.

Project Management Team shall:

- 2.1.1 Recommend membership and participate in all scheduled Stakeholder Advisory Committee meetings.

Schedule: Complete SAC membership roster within one (1) month from Notice to Proceed.

City of Portland Deliverables:

- A. Select and maintain the SAC membership roster.

- B. Schedule SAC meetings and invite members to each meeting.
- C. Prepare and distribute meeting notes

CONSULTANT Deliverables:

- A. Lead and facilitate up to four (4) SAC meetings

Project Management Team Deliverables:

- A. Participate in up to four (4) SAC meetings

Task 2.2 – Stakeholder Interviews

City of Portland or its CONSULTANT shall:

- 2.2.1. Conduct up to 6 interviews with freight industry stakeholders to clarify and summarize the main transportation and operational issues associated with over-dimensional truck movements in the Metro region. The City and its consultant shall prepare a draft questionnaire for review and final approval by the PMT.

Schedule: Completion within one (1) month from the consultant's Notice to Proceed.

City of Portland Deliverables:

- A. Select the stakeholder interview list.

CONSULTANT Deliverables:

- A. Schedule and conduct up to six (6) interviews; prepare notes of interview responses.
- B. Prepare Technical Memorandum (delivered in electronic format) summarizing the interview responses and issues identified.

Project Management Team Deliverables:

- A. Review and comment on stakeholder interview materials.

Task 3 –Existing Conditions Analysis

Objective 3.1: Document existing conditions affecting the regional over-dimensional transportation network and provide the technical foundation for identifying both short and long-term system needs and developing potential solutions.

Objective 3.2: Document existing state and local policies and regulations affecting over-dimensional freight movement and provide a basis for developing a more coordinated regional policy framework in providing efficient freight mobility and mitigating community impacts.

Objective 3.3: Describe the various permitting procedures and practices for issues over-dimensional permits by jurisdiction that provides a basis for identifying potential efficiencies in the permitting process.

City of Portland or its CONSULTANT shall:

- 3.1 Identify and map the most commonly used and designated over-dimensional truck routes and critical connections in the Metro region. The area mapped will include the entire Washington, Multnomah, and Clackamas county boundaries in order to identify routes and

issues leading into the Metro boundary. Data sources for this task shall include, but not be limited to:

- 1) Over-dimensional permitting data compiled by the City of Portland for the past three (3) years.
- 2) Stakeholder interview data collected as identified in Task 2.
- 3) State and local Transportation System Plans, street classifications pertaining to freight
- 4) Identified state and local jurisdictional staff responsible for issuing over-dimensional truck permits.

Evaluate the types of over-dimensional commodities moved through the Metro region, their frequency, physical size, and most commonly used routes.

- 3.2 Identify, in coordination with the SAC and PMT, the desired design vehicle for over-dimensional route planning (e.g., over-dimensional vs. super-sized loads). Assess the condition of existing transportation infrastructure affecting over-dimensional freight movements in the Metro Region (i.e., bridge structures, overhead signals, sign bridges, weight-restricted bridges, etc.). Inventory existing bridge clearances and document the minimum clearance envelope for accommodating over-sized vehicles on the most commonly used (or desired) routes.
- 3.3 Evaluate current state and local planning policies and related regulations and their impacts on over-dimensional freight mobility in the Metro region. The evaluation shall include but not be limited to: 1) Summary of local Transportation System Plan street function and design classifications; and 2) Relationship between National Highway System (NHS) and ORS 366.215 freight routes and reductions to vehicle-carrying capacity.
- 3.4 Document current practices and regulations for issuing over-dimensional permits by state and local jurisdictions within the Metro region. Include a qualitative assessment of current permitting practices and procedures and also identify potential opportunities for efficiencies within the current permitting system.

Project Management Team shall:

- 3.1 Provide City of Portland and their CONSULTANT with available local data from their respective agencies that will include, but not be limited to: 1) Over-dimensional permitting data compiled for the past three (3) years; 2) Transportation System Plans ; 3) staff contacts that are responsible for issuing over-dimensional truck permits; and 4) available data sources showing the condition of the local transportation infrastructure affecting over-dimensional freight movements, including bridge clearances and the minimum clearance envelope.
- 3.2 Provide City of Portland and its CONSULTANT with the most current local planning documents, street design guidelines and related information that pertain to and affect over-dimensional freight movement.
- 3.3 Provide City of Portland and its CONSULTANT with supporting documentation that describes their current procedures and practices for issuing over-dimensional truck permits.

Schedule: Completion within three (3) months from the consultant's Notice to Proceed.

City of Portland Deliverables:

- A. Prepare maps and other supporting materials identifying the most commonly used and currently designated over-dimensional routes and critical connections in the Metro region.
- B. Provide CONSULTANT with available over-dimensional permitting data in a spreadsheet or GIS based format approved by the consultant and PMT, the most recent state and local TSPs and related documents, contact information for local jurisdictional staff responsible for issues over-dimensional permits, available state and local data on bridge clearance and structural conditions and other known impediments to over-dimensional movements.
- C. Prepare a Policy Assessment for inclusion in Existing Conditions Technical Memorandum that includes:
 - a. Maps and supporting narrative depicting the NHS and local freight designations.
 - b. Relationship between NHS and ORS 366.215 freight routes.
- D. Prepare an Over-Dimensional Permitting Assessment for inclusion in Existing Conditions Technical Memorandum that includes:
 - a. Narrative and summary matrix describing the various permitting practices in the Metro region.
- E. Review and approve draft CONSULTANT work products.

CONSULTANT Deliverables:

- A. Provide the City of Portland recommended data fields and format for the over-dimensional permitting data.
- B. Prepare a Draft and Final Technical Memorandum (delivered in electronic format) of the Existing Conditions Analysis with supporting maps and graphics that documents:
 - 1. Types of over-dimensional commodities being moved and the condition of the existing transportation infrastructure affecting over-dimensional truck movements in the Metro Region;
 - 2. Policies related to over-dimensional freight movement (prepared by City of Portland);
 - 3. Over-dimensional permitting assessment including narrative and summary matrix showing permit practices across the Metro region (prepared by the City of Portland).

Project Management Team Deliverables:

- A. Provide available over-dimensional permitting data, roadway infrastructure conditions and related information from their respective agencies.
- B. Provide the most current local planning documents and related regulatory information.
- C. Provide documentation describing their jurisdictions current over-dimensional permitting procedures and practices.
- D. Review and comment on draft CONSULTANT work products.

Task 4 – Constraints/Gaps/Project Needs

Objective: Identify existing physical and operational constraints that impede the safe and efficient movement of over-dimensional vehicles to provide the technical basis for identifying system improvement needs.

City of Portland or its CONSULTANT shall:

4.1 Prepare a *System Constraints, Gaps and Project Needs Report* based on the information developed from the stakeholder interviews, existing conditions analysis, policy assessment and input from the PMT and SAC. The *System Constraints, Gaps and Project Needs Report* will include but not be limited to:

- 1) Defined problem statement;
- 2) Identified system gaps and physical and operational constraints (i.e., bridge clearance and weight restrictions, inadequate street width, turning radius at critical connections, etc.);
- 3) Constraints and related issues associated with transferring the US 30 Bypass to Columbia Blvd in north Portland;
- 4) Range of potential system improvements (e.g., a toolbox of typical improvement alternatives) for addressing over-dimension freight mobility.

Schedule: Completion within five (5) months from the consultant's Notice to Proceed.

City of Portland Deliverables:

- A. Review and provide comments to CONSULTANT's draft System Constraints, Gaps and Project Needs Report.

CONSULTANT Deliverables:

- A. Prepare a draft System Constraints, Gaps and Project Needs Report (delivered in both electronic and hard copy format) for review and comment by the PMT.
- B. Prepare a final System Constraints, Gaps and Project Needs Report (delivered in both electronic and hard copy format) incorporating comments provided by the PMT.

Project Management Team Deliverables:

- A. Provide City of Portland and its CONSULTANT with available documentation and supporting data that identifies known system constraints and operational issues affecting over-dimensional freight movement (e.g., state and local data on bridge clearance and structural ratings, corridor studies on identified freight routes).
- B. Review and provide comments to CONSULTANT's draft System Constraints, Gaps and Project Needs Report.

Task 5 – Develop and Evaluate System Improvements and Alternatives

Objective: Provide a quantitative framework for developing and assessing the effectiveness of potential transportation improvements that address identified system needs.

Task 5.1 –Develop Evaluation Criteria

City of Portland or its CONSULTANT shall:

5.1.1. Based upon the information contained in the *System Constraints, Gaps and Project Needs Report*, develop evaluation criteria, including cost proportionality, to assess the effectiveness of transportation improvements and alternatives for meeting identified system needs.

Schedule: Completion within six (6) months from the consultant's Notice to Proceed.

City of Portland Deliverables:

- A. Coordinate with PMT and Stakeholder Advisory Committee to review and approve draft evaluation criteria.

CONSULTANT Deliverables:

- A. Prepare evaluation criteria (delivered in electronic format) for assessing the effectiveness of identified transportation system improvements.

Project Management Team Deliverables:

- A. Review and approve draft evaluation criteria.

Task 5.2 – Develop Transportation System Improvements and Alternatives

City of Portland or its CONSULTANT shall:

5.2.1 Develop and evaluate potential capital transportation and operational improvements and alternative solutions based on identified system needs. Describe the required improvements to accommodate the regional movement of over-dimensional vehicles that will include, but not be limited to:

- 1) Bridge clearance height, weight and structural improvements,
- 2) Roadway system improvements on common or preferred over-dimensional routes,
- 3) Intersection improvements along identified critical connections,
- 4) Required improvements and/or alternatives associated with the Union Pacific Railroad Bridge on Columbia Boulevard to accommodate over-dimensional vehicles.

The identified improvements/alternatives will be developed and presented in both narrative and graphical format and will include a general range of costs ("low, medium and high") associated with each improvements/alternatives.

Schedule: Completion within seven (7) months from the consultant's Notice to Proceed.

City of Portland Deliverables:

- A. Review and provide comments to its CONSULTANT's drafts Transportation System Improvements and Alternatives report.

CONSULTANT Deliverables:

- A. Prepare draft version Transportation System Improvements and Alternatives Technical Memorandum (delivered in both electronic and hard copy format).

- B. Prepare a final Transportation System Improvements and Alternatives Technical Memorandum (delivered in both electronic and hard copy format) incorporating comments provided by the PMT and project Stakeholder Advisory Committee.

Project Management Team Deliverables:

- A. Review and provide comments on the CONSULTANT's draft Transportation System Improvements and Alternatives Technical Memorandum.

Task 5.3 –Project Screening and Refinement Analysis

City of Portland or its CONSULTANT shall:

5.3.1 Apply the evaluation criteria developed in Task 6.1 to the Transportation System Improvements and Alternatives developed in Task 6.2 and propose a list of capital improvements and alternatives that, in the CONSULTANT's judgment, best accommodates the safe and efficient movement of over-dimensional vehicles, for further analysis and consideration. City of Portland and its CONSULTANT shall present the project screening and refinement analysis to the PMT and the Stakeholder Advisory Committee to identify potential improvements for further refinement and analysis.

Schedule: Completion within eight (8) months from the consultant's Notice to Proceed.

City of Portland Deliverables:

- A. Schedule Stakeholder Advisory Committee Meeting.
- B. Review and provide comments to its CONSULTANT's drafts project screening and refinement analysis.

CONSULTANT Deliverables:

- A. Complete the project screening and refinement analysis in order to propose a list of capital improvements and alternatives for further analysis.
- B. Prepare a Project Screening and Refinement Analysis Technical Memorandum (delivered electronically and in hardcopy format).

Project Management Team Deliverables:

- A. Review and provide comments on the CONSULTANT's draft Project Screening and Refinement Analysis Technical Memorandum.

Task 6 – Identify and Recommend Improvements and Cost Estimates

Objective: Identify and recommend the most viable transportation system improvements that provide for a safe and efficient regional over-dimensional freight network.

City of Portland or its CONSULTANT shall:

6.1 Based on the results of the Project Screening and Refinement Analysis developed in Task 6.3, identify and recommend both short and long-term transportation improvements and other operational and policy strategies for providing a safe and efficient regional over-dimensional freight network. Each of the recommended improvements shall be prioritized, ranked and include, at a minimum, planning-level cost estimates that can be included into the regional and local transportation system plans. Additionally, Up to three (3) conceptual design alternatives

and planning-level cost estimates (including single-line graphics over aerial photos or other imagery) will be developed for accommodating over-dimensional vehicles at up to three (3) locations (assuming one location in Portland, one in Washington County, and one in Clackamas County). (Example: Columbia Boulevard at the Union Pacific Railroad Bridge west of I-5).

City of Portland and its CONSULTANT shall present the draft recommendations to the PMT and the Stakeholder Advisory Committee for further review and comment and prepare a Recommendations and Implementation Report.

Schedule: Completion within nine (9) months from the consultant's Notice to Proceed.

City of Portland Deliverables:

- A. Review and provide comments to CONSULTANT's draft Recommendations and Implementation Report.

CONSULTANT Deliverables:

- A. Prepare a draft Recommendations and Implementation Report (delivered in both electronic and hard copy format) summarizing the recommended improvements, which includes graphical and narrative descriptions of the recommended improvements and corresponding planning-level cost estimates and project prioritization and ranking. The report shall include implementation recommendations.
- B. Prepare a final Recommendations and Implementation Report (delivered in both electronic and hard copy format) incorporating comments provided by the PMT and Stakeholder Advisory Committee.

Project Management Team Deliverables:

- A. Review and provide comments on the CONSULTANT's draft Recommendations and Implementation Report.

Task 7 – Final Report and Communication Materials

Objective: Recommended transportation system improvements that can be adopted into the regional and local transportation system plans. Prepare communication materials for conveying project findings and recommendations to key stakeholder groups, which may include, but not be limited to: TPACT, OFAC, PFC, Westside Economic Alliance, County transportation boards or commissions, etc.

City of Portland or its CONSULTANT shall:

- 7.1 Prepare a final report based upon the collective analysis, findings and recommendations identified in Tasks 1-6. The final report shall include an executive summary and a technical appendix of supporting documentation and analysis. The draft final report will be provided to the PMT and project Stakeholder Advisory Committee at their final meeting.
- 7.2 Develop communication materials, such as FAQ /fact sheets, PowerPoint, etc., for conveying project-related information and technical findings to identified key stakeholder groups. Present project findings and recommendations to key stakeholder groups.

Schedule: Completion within nine (9) months from the consultant's Notice to Proceed.

City of Portland Deliverables:

- A. Review and provide comments to CONSULTANT's draft Final Report.
- B. Prepare communication materials for presentation and distribution to key stakeholder groups as identified by the Project Management Team.

CONSULTANT Deliverables:

- A. Prepare a draft Final Report (delivered in both electronic and hard copy format) of recommended improvements and corresponding cost estimates that includes an executive summary and supporting technical appendix.
- B. Prepare a Final Report (delivered in both electronic and hard copy format) of recommended improvements and corresponding cost estimates, including an executive summary and technical appendix, incorporating comments provided by the PMT and project Stakeholder Advisory Committee.

Project Management Team Deliverables:

- A. Review and endorse the CONSULTANT's draft Final Report and communication materials.
- B. Identify the key stakeholder groups for presenting project findings and recommendations.
- C. Participate in all scheduled key stakeholder group meetings.

****SEE BUDGET TABLES NEXT PAGE****

BUDGET

Deliverables Table									
Task	Consultant Deliverable	Consultant Fee	Task	City of Portland Deliverable	City of Portland Fee to be Reimbursed	City of Portland Match Contribution	County Deliverable	Clackamas County Match Contribution	Washington County Match Contribution
Task 1.0 - Project Management									
1A	Attend 1 Kickoff and up to 6 PMT Meetings (\$1900 Kick off meeting; \$900/PMT meeting)	\$ 7,300	1A	Identify and form the PMT, schedule and attend meetings	\$ 3,675		Participate in kickoff meeting and up to six (6) PMT meetings	\$ 800	\$ 1,200
1B	Prepare a critical path schedule	\$ 4,900	1B	Review and approve the Consultant's Task 1 deliverables.	\$ 490				
Task 2.1 - Stakeholder Advisory Committee									
2.1A	Lead and facilitate up to four (4) SAC Meetings (\$2400/meeting)	\$ 9,600	2.1A	Select and maintain the SAC membership roster.	\$ 1,225				
			2.1B	Schedule SAC meetings and invite members to each meeting.	\$ 1,470				
			2.1C	Prepare and distribute meeting notes	\$ 980				
Task 2.2 - Stakeholder Interviews									
2.2A	Schedule and conduct up to six (6) interviews; prepare notes of interview responses	\$ 2,000	2.2A	Select the stakeholder interview list.	\$ 1,225		Select the stakeholder interview list; Review and comment on stakeholder interview materials	\$ 300	\$ 600
2.2B	Prepare Technical Memorandum summarizing the interview responses and issues identified.	\$ 2,000							
Task 3 - Existing Conditions Analysis									
3A	Provide the City of Portland recommended data fields and format for the over-dimensional permitting data.	\$ 1,000	3A	Prepare maps/other materials identifying the most common and currently designated over-dimensional routes and critical connections.	\$ 625		Identify and map the most commonly used and designated over-dimensional truck routes	\$ 1,700	\$ 1,200
3B	Data Fields and Format for the Over-Dimensional Truck Permit Data	\$ 6,000							
3C	Prepare a Draft Technical Memorandum (delivered in electronic format) of the Existing Conditions Analysis with supporting maps and graphics.	\$ 5,000	3B	Provide Consultant with O-D permitting data in a spreadsheet or GIS format, state/local TSP documents, contacts for staff responsible for issues O-D permits, available state/local data on bridge clearance and structural conditions and known impediments.		\$ 1,225	Evaluate the types of over-dimensional commodities	\$ 300	\$ 300
3D	Prepare a Final Technical Memorandum (delivered in electronic format) of the Existing Conditions Analysis with supporting maps and graphics.	\$ 1,500							
			3C	Prepare Policy Assessment for inclusion in Existing Conditions Tech Memo that includes: a) Maps and supporting narrative depicting the NHS and local freight designations, b) Relationship between NHS and ORS 366.215 freight routes.		\$ 500	Identify, in coordination with the SAC and PMT, the desired design vehicle for over-dimensional route planning (e.g., over-dimensional vs. super-sized loads).	\$ 200	\$ 150
			3D	Prepare Permitting Assessment for inclusion in Existing Conditions Tech Memo that includes: a) Narrative and summary matrix describing the various permitting practices in the Metro region.	\$ 310	\$ 500	Provide Data to consultant	\$ 500	\$ 239
			3E	Review and approve draft Consultant work products.		\$ 250	Review and approve draft Consultant Technical Memorandum	\$ 130	\$ 130
Task 4 - Constraints/Gaps/Project Needs									
4A	Prepare a draft System Constraints, Gaps and Project Needs Report (delivered in both electronic and hard copy format) for review and comment by the PMT.	\$ 10,000	4A	Review and provide comments to Consultant's draft System Constraints, Gaps and Project Needs Report.		\$ 500			
4B	Prepare a final System Constraints, Gaps and Project Needs Report (delivered in both electronic and hard copy format) for review and comment by the PMT.	\$ 5,000							

BUDGET

Task 5 – Develop and Evaluate System Improvements and Alternatives												
5.1A	Prepare evaluation criteria (delivered in electronic format) for assessing the effectiveness of identified transportation system improvements.	\$	2,500	5.1A	Coordinate with PMT and Project Stakeholder Committee to review and approve draft evaluation criteria.	\$	400	Review and approve draft evaluation criteria.	\$	200	\$	200
5.2A	Prepare draft version Transportation System Improvements and Alternatives Technical Memorandum (delivered in both electronic and hard copy format).	\$	10,000	5.2A	Review and provide comments to its Consultant's drafts Transportation System Improvements and Alternatives report.	\$	400	Review and provide comments to Consultant's draft Transportation System Improvements and Alternatives report	\$	100	\$	150
5.2B	Prepare a final Transportation System Improvements and Alternatives Technical Memorandum (delivered in both electronic and hard copy format) incorporating comments provided by the PMT and project Stakeholder Advisory Committee.	\$	3,000									
5.3A	Prepare a draft Project Screening and Refinement Analysis Technical Memorandum (delivered electronically and in hardcopy format).	\$	4,000	5.3A								
5.3B	Prepare a final Project Screening and Refinement Analysis Technical Memorandum (delivered electronically and in hardcopy format).	\$	1,200	5.3B	Review and provide comments to its Consultant's drafts project screening and refinement analysis.	\$	200	Review and provide comments on the Consultant's draft Project Screening and Refinement Analysis Technical Memorandum	\$	130	\$	150
Task 6 – Identify and Recommend Improvements and Cost Estimates												
6A	Prepare a draft Recommendations and Implementation Report (delivered in both electronic and hard copy format) summarizing the recommended improvements, which includes graphical and narrative descriptions of the recommended improvements and corresponding planning-level cost estimates and project prioritization and ranking. The report shall include implementation recommendations.	\$	20,200	6A	Review and provide comments to Consultant's draft Recommendations and Implementation Report.	\$	200					
6B	Prepare a final Recommendations and Implementation Report (delivered in both electronic and hard copy format) incorporating comments provided by the PMT and Stakeholder Advisory Committee.	\$	6,800					Review and provide comments on the Consultant's draft Recommendations and Implementation Report	\$	300	\$	250
Task 7 – Final Report and Communication Materials												
7A	Prepare a draft Final Report (delivered in both electronic and hard copy format) of recommended improvements and corresponding cost estimates that includes an executive summary and supporting technical appendix.	\$	8,500	7A	Review and provide comments to Consultant's draft Final Report.	\$	200	Review and provide comments to Consultant's draft Final Report.	\$	109	\$	200
7B	Prepare a Final Report (delivered in both electronic and hard copy format) of recommended improvements and corresponding cost estimates, including an executive summary and technical appendix, incorporating comments provided by the PMT and project Stakeholder Advisory Committee.	\$	3,500	7B	Review and approve communication materials	\$	200					
					Prepare communication materials for presentation and distribution to key stakeholder groups as identified by the Project Management Team (delivered in electronic format).	\$	194					
						\$	10,000		\$	4,769	\$	4,769
						\$			\$		\$	

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For purposes of Exhibits B and C, references to Department shall mean ODOT, references to Contractor shall mean METRO, Washington County, Clackamas County, Multnomah County, and City of Portland and references to Contract shall mean Agreement.

**EXHIBIT B
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 Contractor) 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 Contractor), 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.

DEPARTMENT OFFICIAL CERTIFICATION

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

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 Contract 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 Contract 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 submit a written explanation to Department.

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 Department 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 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

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- 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 entering into this Contract 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 entering into this Contract 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 Contract 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 entering into this Contract, 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 submit a written explanation to Department.

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,

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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,

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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 Department 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 Department 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 Department deems appropriate.

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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 Contract 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
DEPARTMENT'S DBE PROGRAM
REQUIREMENT CONTACT OFFICE OF
CIVIL RIGHTS AT (503)986-4354.



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

May 21, 2015

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement for TGM Grant Agreement No. 30687
with Oregon Department of Transportation to Develop the
Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan**

Purpose/Outcomes	Intergovernmental Agreement with ODOT for the Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan
Dollar Amount and Fiscal Impact	Total Project Cost Estimate: \$163,602 Road Fund Match: \$19,632 (staff time)
Funding Source	Transportation and Growth Management Program (TGM) Road Fund
Safety Impact	Project will identify bicycle and pedestrian needs within the Villages at Mt. Hood boundary. A Safe Routes to Schools plan will be completed for Welches elementary and middle schools as a part of this project.
Duration	Project shall begin when all required signatures are obtained and terminates on June 30, 2016
Previous Board Action	At the June 11, 2014 BCC Policy Session the BCC approved the grant application and sent a letter of support dated June 12, 2014.
Contact Person	Karen Buehrig, Transportation Planning Supervisor 503-742-4683

BACKGROUND:

The Oregon Transportation and Growth Management Program (TGM) provides local governments with funding for planning projects and Transportation System Plan (TSP) updates. At the June 11, 2014 study session meeting the Board of County Commissioners expressed support for the TGM grant application and a letter of support from the BCC was submitted with the application. In August 2014, DTD was notified that the grant application had been awarded and has since been working with ODOT to develop the statement of work and the Intergovernmental Agreement.

The primary purpose of Clackamas County Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan (Project) is to address the following project elements:

- Identify bicycle and pedestrian needs within the Villages at Mt. Hood boundary (including Brightwood, Welches/Wemme, Zig Zag and Rhododendron)
- Develop a Safe Routes to Schools Plan for Welches elementary and middle schools
- Identify locations for at-grade or grade separated pedestrian crossings of US 26 within the Project Area
- Conduct a feasibility analysis to determine if there is an appropriate location for a multi-use path through the Project Area

COPY

The total project cost is estimated at \$163,602. County Road Fund will provide the match in the form of staff time on the project, estimated at \$19,632.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval of the attached Intergovernmental Agreement for TGM Grant Agreement No. 30687 for the Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan.

Respectfully submitted,



Mike Bezner, PE

Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Karen Buehrig at 503-742-4683

INTERGOVERNMENTAL AGREEMENT

Clackamas County, Villages at Mt. Hood Pedestrian and Bikeway Implementation 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 Clackamas County ("County" 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. County 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. "County's Amount" means the portion of the Grant Amount payable by ODOT to County for performing the tasks indicated in Exhibit A as being the responsibility of County.
- B. "County's Matching Amount" means the amount of matching funds which County is required to expend to fund the Project.
- C. "County's Project Manager" means the individual designated by County 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 County 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 County'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, 2016 ("Termination Date").

B. Grant Amount. The Grant Amount shall not exceed \$143,970.

C. County's Amount. The County's Amount shall not exceed \$40,000.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$103,970.

E. County's Matching Amount. The County's Matching Amount is \$19,632 or 12% of the Total Project Costs.

SECTION 3. DISBURSEMENTS

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

B. County shall present reimbursement requests, cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. County shall submit reimbursement requests, cost reports for 100% of County's Federally Eligible Costs, and shall be reimbursed at 67.08% up to the County's Amount.

C. ODOT shall make interim payments to County for deliverables identified as being County's responsibility in the approved statement of work set out in Exhibit A within 45 days of satisfactory completion (as determined by ODOT's Contract Administrator) of such deliverables.

D. ODOT reserves the right to withhold payment equal to ten percent (10%) of each disbursement until 45 days after ODOT's Contract Administrator's approval of the completion report described Section 5.K(2), at which time the balance due to County under this Agreement shall be payable.

E. Within 45 days after the latter of the Termination Date of this Agreement or County's compliance with Section 5.K. below, ODOT shall pay to County the balance due under this Agreement.

F. ODOT shall limit reimbursement of travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

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

A. County 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 County.

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

5. The authorization, execution and delivery of this Agreement by County, 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 County 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 County.

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

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

SECTION 5. GENERAL COVENANTS OF COUNTY

A. County shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. County shall complete the Project; provided, however, that County 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. County shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which County is identified in Exhibit A as being responsible.

C. County shall perform such work identified in Exhibit A as County'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. County 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 County, 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. County 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. County 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. County agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, County 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. County 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, County 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. County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document County's performance. County 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 County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

County 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 County's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and County 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", County 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. County shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. County 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 County a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) County 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, County 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, County shall

(1) pay to ODOT County’s Matching Amount less Federally Eligible Costs previously reported as County’s Matching Amount. ODOT may use any funds paid to it under this Section 5.K (1) or any of the County’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 reimbursable hereunder and those costs which are being treated by County as County's Matching Amount;
 - (c) A list of final deliverables; and
 - (d) County's final disbursement request.

SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though ODOT, rather than County is the party to the PSK with the Consultant, ODOT and County 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 County;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from County;
- C. County shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. County will appoint a Project Manager to:
 - (1) be County'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 County 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. Reserved
- B. 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 County, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

- A. County 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 County 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 County 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. The 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 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.

County

Clackamas County

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

Contact Names:

Karen Buehrig
Clackamas County
150 Beaver Creek Rd.
Oregon City, OR 97045
Phone: 503-742-4683
Fax: 503-742-4349
E-Mail: karenb@co.clackamas.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

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Jerri Bohard, Division Administrator
Transportation Development Division

Date: _____

Exhibit A
Statement of Work
TGM 1F-14
Clackamas County
Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan

	<u>Agency Project Manager (APM)</u>		<u>Consultant Project Manager</u>
Name:	Gail Curtis	Name:	Sumi Malik
Address:	ODOT Region 1 123 NW Flanders St Portland, OR 97209	Address:	CH2M Hill 2020 SW 4 th Ave, Suite #300 Portland, Or 97201
Phone:	503-731-8206	Phone:	503-872-4495
Fax:	503-731-3266	Fax:	503-736-2000
Email:	Gail.E.Curtis@odot.state.or.us	Email:	Sumi.malik@ch2m.com
	<u>City Project Manager</u>		
Name:	Karen Buehrig		
Address:	Clackamas County 150 Beavercreek Rd Oregon City, OR 97045		
Phone:	503-742-4683		
Fax:	503-742-4349		
Email:	karenb@co.clackamas.or.us		

Definitions & Abbreviations

Agency/ODOT – Oregon Department of Transportation

APM – Agency Project Manager

Consultant – CH2M HILL, Inc.

County – Clackamas County

County PM – County Project Manger

PAC – Project Advisory Committee

PMT – Project Management Team

Project -- Clackamas County Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan

TAC – Technical Advisory Committee

TSP – Transportation System Plan

Project Purpose and Transportation Relationship and Benefit

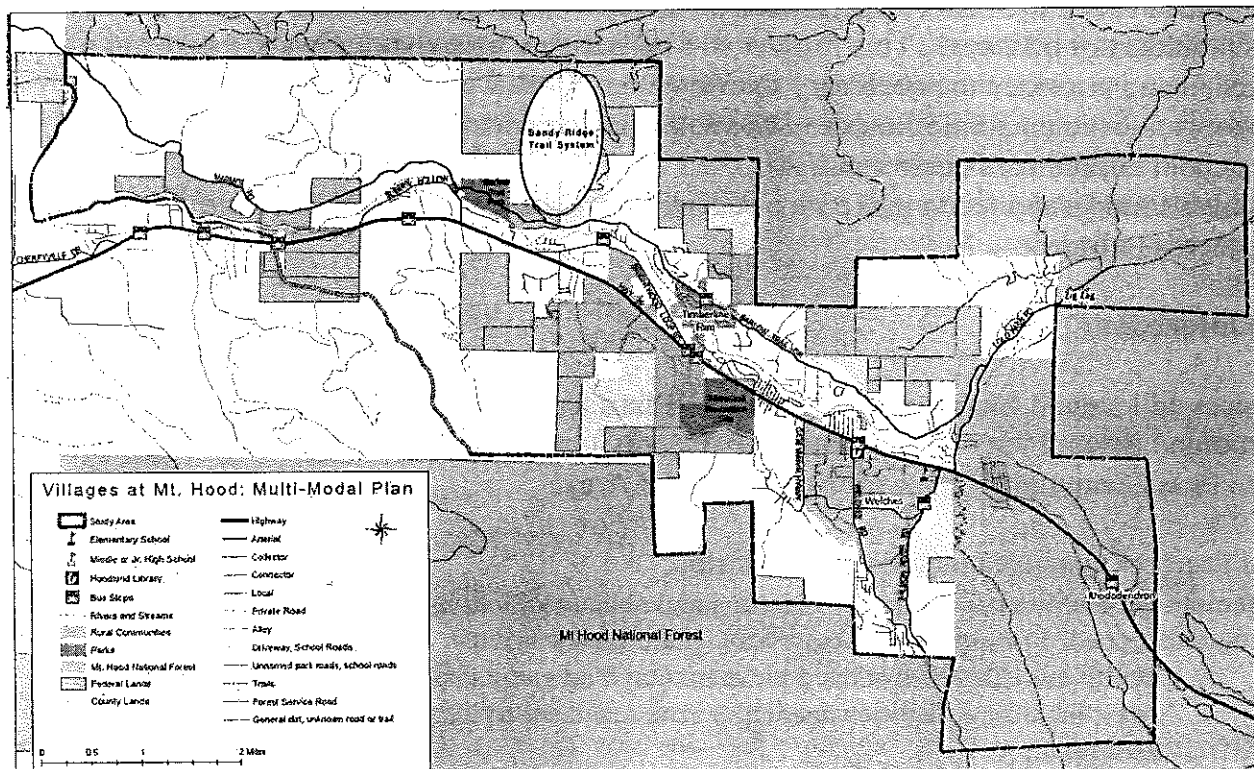
The primary purpose of the Clackamas County Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan (“Project”) is to address the following Project Elements:

- a. Identify bicycle and pedestrian needs within the Villages at Mt Hood boundary (including Brightwood, Welches/Wemme, Zig Zag and Rhododendron);
- b. To develop a Safe Routes to Schools Plan for Welches Elementary and Middle Schools;
- c. To identify locations for at-grade or grade-separated pedestrian crossings of US 26 within the Project Area; and
- d. To conduct a feasibility analysis to determine if there is an appropriate location for a multi-use path through the Project Area.

To implement the Project Elements, two sections of the Clackamas County Comprehensive Plan will be updated: the Mount Hood Community Plan within Chapter 10 and Chapter 5, Transportation System Plan (“TSP”), if specific projects are adopted into the Comprehensive Plan.

Project Area

The Project Area extends north and south of US 26 from approximately Brightwood on the west to the eastern side of Rhododendron – see map below. Project Area includes the communities of Brightwood, Welches/Wemme, Zig Zag and Rhododendron.



Map 1: Project Area

Background

The primary outcome of the Project is to provide transportation choices to support the communities along the US 26 corridor within the Villages at Mt. Hood. The Villages at Mt

Hood is an organization recognized by Clackamas County (“County”) through the Hamlet and Village program. Hamlets and Villages, a program unique to Clackamas County, are similar to Citizen Planning Organizations, but also are agents of the County and are insured by the County for actions taken regarding Hamlet or Village business matters. Hamlets and Villages are part of unincorporated Clackamas County and not a state planning designation. The Hamlets and Villages participate in community projects, can execute intergovernmental agreements with other governmental groups, write and accept grants, and conduct joint projects with other organizations.

The Project Area has a permanent population of approximately 5,000. The communities within the Project Area primarily serve recreational users from the Portland area and have a mix of uses. The Project Area is well-developed and has several lodging facilities, restaurants and other services. There is also a strong community of local residents that access the services and frequently travel up and down the US 26 corridor.

This Project will promote communities composed of active centers linked by convenient transportation options. Presently, when visitors use the lodging in many of these communities, they are forced to use their cars to access local services because the local roadways are narrow without shoulders or bikeways. This Project will help define where shoulders and bikeways are most needed and prioritize the necessary improvements. Work will be done directly with the local schools to develop a Safe Routes to Schools plan to provide that facilities needed to support school children are considered. Also, the Project will coordinate closely with the Mt. Hood Express transit service to make sure pedestrian and bikeway facilities are identified to support access to transit.

Project Objectives

The Project will amend Chapter 10: Community Plans and Design Plans and Chapter 5: Transportation System Plan of the Clackamas County Comprehensive Plan to reflect an update to the Mt Hood Community Plan within the Project Area.

Specific Project Objectives include the following:

- Promote alternatives to driving for visitors and residents including prioritized improvements or programs needed to support walking, biking and transit service.
 - Identify existing and needed pedestrian and bikeway facilities throughout the Project Area, including facilities needed to access and support the transit stops and to access US 26 crossings.
 - Understand the feasibility of a multiuse trail within the Project Area;
 - Determine if additional right-of-way is needed for prioritized projects.
- Promote public health by reducing barriers and identifying improvements to increase residents’ and visitors’ ability to safely walk and bike to key destinations.

- Update the transportation element of the Mt. Hood Community Plan to be in conformance with State policies, plans, standards, and requirements. Indicate where potential solutions require a deviation from State standards or requirements that can be made with an exception.
- Develop a transportation system plan that supports and is consistent with the communities' land use goals.
- Develop evaluation criteria to drive decision making to evaluate and help select potential project and program solutions.
- Coordinate with Oregon Department of Transportation ("ODOT"), US Forest Service, and other public agency property owners.
- Involve the public and other stakeholders, including specific outreach to disadvantaged populations in accordance with the requirements of Title VI.

Project Assumptions

Traffic counts for US 26 will be provided by Agency at Project start for the following locations:

- Rhododendron near the Dairy Queen;
- US 26 and Lolo Pass Road;
- Existing school crosswalk near the fire station;
- West of Wemme near the post office; and
- One other location as determined by Agency.

Performance Requirements

Requirements about Public Involvement

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

In carrying out the Citizen Involvement, the County and Consultant shall ensure meetings include opportunity for representatives of the following interests to be heard: freight, business, residents-at-large, property development, active transportation, public health, environmental and environmental justice. "Environmental Justice" is the "fair treatment" and "meaningful involvement" of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

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

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

The County shall consider Title VI regarding outreach to minorities, women, and low-income populations. Special efforts shall be directed to ensuring outreach to and representation of minorities, women, and low income populations.

Requirements about Written and Graphic Deliverables

The Consultant’s deliverables must be written concisely and use a simple and direct style, both to minimize the length of the final document and to make the document understandable to as large an audience as is reasonable. Where possible, the Consultant must present information in tabular or graphic format, with a simple and concise accompanying narrative (e.g. system inventories, traffic conditions).

Deliverables: Consultant shall provide a draft of written deliverables to the County Project Manager (“County PM”) and Agency Project Manager (“APM”) in electronic format at least two weeks prior to broader distribution. Electronic versions must be in Microsoft Word format or an editable format agreed upon by the County and APM. The Consultant’s draft deliverables must be substantially complete and any changes or revisions needed to address comments are expected to be minor. County PM and APM will review the deliverables and submit comments to Consultant within one week. Consultant shall incorporate County PM and APM comments into deliverables for broader distribution, e.g. the public, Technical Advisory Committee (“TAC”) or Project Advisory Committee (“PAC”) or distribution on the Project website. Conflicting comments must be resolved by County PM.

Consultant shall revise all deliverables in accordance with the comments received from the County PM, APM, meeting participants and public following TAC, PAC and Public Meetings with direction from County PM as needed. Consultants shall provide the revised deliverables to the County and APM within one week unless otherwise specified or another agreed-upon amount of time is established.

Consultant shall provide final versions of Consultant Project deliverables in both Pdf and modifiable version to PMT. Final plans, headers and footers, and graphics will not include Consultant names and logos, Transportation and Growth Management Program or ODOT logos or project codes. These items will only be on the acknowledgement page. As necessary, final plans and amendments to plans must be prepared as final policy statements of the local government and must not include language such as “it is recommended ...” or

“County should”. Final plan, plan amendments, or other documents to be adopted must include the amendments or deletions to existing County plans to avoid conflicts and enable integration of proposed plan with existing County documents.

The following text must appear in the final version of the 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.

Maps and graphics: Maps must include, at a minimum: a scale; a north direction indicator; a color scheme that ensures readability in black and white; a legend; source; and date for the underlying information. All graphics must be provided to the County and APM in electronic format.

Monthly Invoices and Progress Reports: Consultant shall provide Project progress reports with each invoice to the APM. The Progress Reports must document the Services accomplished that month and any outstanding or potential Project issues. One copy of each Deliverable must be submitted with the invoice in which payment for the Deliverable is requested.

Project Management

County shall identify County PM to provide day-to-day and overall project administration and management. Project Management Team (“PMT”) must consist of the County PM, APM and Consultant PM. The PMT will meet as described in the tasks.

Unless otherwise noted in the tasks, the County shall :

- schedule meetings, make meeting arrangements, and provide notification,
- attend PMT meetings at Consultant office,
- hold TAC Meetings at County office,
- distribute and reproduce meeting material,
- prepare and distribute draft agenda and PMT meeting material one-week in advance of the meeting and final PMT meeting agendas at least 2 days prior to meeting,
- prepare and distribute draft and final TAC, PAC and Public meeting agendas in time for final agenda to be sent out at least one week prior to meeting,
- assemble and reproduce meeting materials,

- distribute Project meeting summary notes within two weeks of the meeting; and provide PAC members the opportunity to make changes to the summary notes. Typically there will be only one set of meeting notes unless corrections are needed.
- provide briefings to interested groups, advisory committees, and other related jurisdictional planning efforts.

Unless otherwise noted in the tasks, the Consultant shall:

- hold PMT Meetings at Consultant's office,
- facilitate the technical portion of Project meetings,
- comment on draft meeting agendas,
- develop final meeting materials and provide to the County PM nine days prior to meeting,
- post PAC and Public Meeting final agenda and meeting material on Project website at least one week prior to meeting,
- develop and distribute PMT meeting summary notes within one week of meeting,
- develop and distribute PMT, TAC, PAC and Public meeting summary notes within one week of the meeting to document meeting discussion, decisions made and next steps, provide PAC members the opportunity to make changes to the summary notes at the subsequent meeting. Typically there will be only one set of meeting notes unless corrections are needed.

Task 1: Public Involvement and Project Coordination

Subtasks

- 1.1 **Project Committee Rosters** – County shall identify representatives to comprise the PAC and the TAC and prepare rosters for both committees. The PAC must include people representing: the neighborhood (i.e. residents and business owners); seniors; youth; Welches Elementary and Middle School Parent Teacher Organization (including contact information of the School Staff members); public safety; transportation disadvantaged interests; pedestrian and bicycle advocates, as well as representatives from the US Forest Service, the Villages at Mt. Hood, and the Chamber of Commerce. The purpose of the PAC is to guide the Project development and make recommendations to enhance draft products.

The County shall extend invitations to representatives of the following organizations to serve on the TAC: Clackamas County Tourism Department; Clackamas County Social Service transit liaison; Clackamas County Engineering and Planning Divisions; US Forest Service, Oregon Department of Transportation; Department of Land Conservation and Development, Clackamas County Social Services (representing the Mt Hood Express). The role of the TAC is to review the information developed by Consultant and provide technical expertise throughout the Project.

County shall develop and distribute PMT roster and supporting School Staff to PMT and supporting School Staff.

- 1.2 **Safe Routes to School Team Roster** - County shall form the Welches Elementary and Middle Schools Safe Routes to School Team in consultation with the Welches Elementary and Middle Schools Parent Teacher Organizations. The purpose of the Safe Routes to School Team is to advise the County on the development of the Welches Elementary and Middle Schools Safe Routes to Schools Plan.
- 1.3 **Community Outreach and Engagement Plan** – County shall prepare draft and final Community Outreach and Engagement Plan. The Community Outreach and Engagement Plan must have an on-line component to solicit public comment on the Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan. The Community Outreach and Engagement Plan must be tailored to the Project tasks and community composition in and near the Project Area to include the Community Planning Organizations and meet Title VI, Civil Rights goals: to identify community composition to address diverse seasonal recreational users, environmental justice and social equity, including concentrations of transportation disadvantaged communities and non-native English speaking populations and their native language including Spanish and Russian speakers. The Community Outreach and Engagement Plan must identify the intended outreach strategies specific to these communities’ community newspapers and other media outlets, community associations, groups or congregations, meeting locations, and contacts, including one graphic for implementation under Project Publicity subtask. The Community Outreach and Engagement Plan must include a strategy for the County to distribute flyers developed under the Project Publicity subtask. The Community Outreach and Engagement Plan must have strategies to reach out to seasonal and recreational users. The Community Outreach and Engagement Plan must identify the party responsible for the specific element, the reviewers of the draft products, and related deadlines. County shall prepare final version after PMT Meeting #1.
- 1.4 **Check-in Organizational Meeting and Refined Project Schedule** – Consultant shall arrange and conduct a one-hour phone check-in organizational meetings every other week and prepare a draft and final Refined Project Schedule. Consultant shall send meeting agendas in advance of Check-in Organizational Meeting. Consultant shall show deliverables and meetings consistent with the Community Outreach and Engagement Plan and contract on Refined Project Schedule. Consultant shall coordinate development of draft schedule with County PM and prepare final version after PMT Meeting #1. Consultant shall update the Refined Project Schedule throughout the project on a quarterly basis, as part of project management.
- 1.5 **Project Publicity**– Consultant shall prepare draft and final sets of three one-to-two page materials formatted for 8-1/2 x 11 to publicize the Project. Flyers must address:

- a. **Project Purpose and Timeline Flyer:** A flyer with graphics describing the Project purpose, the Project timeline, opportunities for public input, County Project Manager's contact information, and Project website address. Draft version of Project Purpose and Timeline Flyer must be available for PMT review at or prior to the PMT Meeting #1.
- b. **Safe Routes to Schools Plan Project Flyer:** A flyer for the Safe Routes to School Team and interested parties in English and Spanish explaining the health and economic benefits of using transit, walking and bicycling including research-based findings. Safe Routes to Schools Plan Project Flyer must include a summary of the objectives and expected elements of the Safe Routes to School Plan.
- c. **Other:** A third flyer as defined in the Community Outreach and Engagement Plan.

Consultant shall finalize first of two flyers after PMT Meeting #1 for County to have the option to use a portion or all of flyer in letter or postcard to Interested Parties Contact List to describe the Project Objectives (subsequent task). Consultant shall post flyers on the Project Website as determined by the County PM. The County shall print or distribute the flyers as determined by the County PM.

- 1.6 **PMT Meeting #1** – Consultant shall conduct a two-hour PMT Meeting #1 at Consultant office. County shall send PMT the following meetings materials at least one week prior to the meeting: final agenda; committee rosters, draft Community Outreach and Engagement Plan; draft Stakeholder Interview Questions; draft first two of three Project Publicity flyers. Consultant shall prepare draft Stakeholder interview questions in advance of PMT Meeting #1 and prepare final version afterwards. Stakeholder interview questions must be relative to the Project Elements and Project Objectives. Consultant and County shall co-lead discussion of their respective deliverables. Consultant shall provide Summary meeting notes and three Consultant staff must attend including Sumi Malik; Reza Farhoodi; and Sharon Daleo.
- 1.7 **Interested Parties Contact List and Initial Outreach** – County shall maintain an Interested Parties Contact List, a list of Project Area property owners, residents, businesses and interested bicycle and pedestrian groups and Project Area Community Planning Organizations.

County shall prepare and send a letter or postcard, as determined by County PM to Interested Parties Contact List to describe the Project Objectives, public involvement opportunities and to encourage public input. County shall send property owners correspondence by mail and tenants by mail or through door hangers or comparable method. In addition, the County shall send Safe Routes to Schools Plan Project Flyer to the parents of Welches Elementary and Middle Schools Elementary School.

- 1.8 **Project Website** – Consultant shall establish a Project Website that links to the County website to provide an online resource for interested parties. The Project website must have no more than three pages that include the project objectives, timeline, public

involvement opportunities, Project Online Survey, PAC and Community Meeting materials and recommended plan(s).

County Deliverables

- 1a Project Committee Rosters
- 1b Safe Routes to School Team Roster
- 1c Community Outreach and Engagement Plan
- 1d Check-in Organizational Meeting and Final Project Schedule
- 1e PMT Meeting #1
- 1f Interested Parties Contact List and Letter to Project Area Citizens

Consultant Deliverables

- 1A Check-in Organizational Meeting and Refined Project Schedule
- 1B Project Publicity
- 1C PMT Meeting #1
- 1D Project Website

Task 2: Existing Conditions and Desired Outcomes

Subtasks

- 2.1 **Base Maps** – County shall prepare draft and revised Base Maps of the Project Area using existing available data to show:
 - a. Key destinations with Project Area including shopping areas, Welches schools, parks, libraries, fire stations, community services, access to US Forest Service or Bureau of Land Management trailheads, other places where there are opportunities for physical activity, and key public areas.
 - b. Publically owned parcels.
 - c. Collector and arterial streets and any programmed and planned street projects.
 - d. Aerial photography to show building footprints and vegetation.
 - e. Zoning designations.
 - f. Comprehensive Plan designations.
 - g. Street centerlines.
 - h. Existing sidewalks and pedestrian network gaps and deficiencies (e.g. substandard condition).
 - i. Existing bicycle facilities and bicycle network gaps and deficiencies.
 - j. Street and right-of-way widths.
 - k. Jurisdiction of roadways.
 - l. Planned pedestrian, bicycle, transit, and roadway improvements.
 - m. Location and existing roadway characteristics of Old Mt Hood Highway, Barlow Trail Road and Still Creek Road, distinguished by paved and unpaved segments.
 - n. Location of public parks, major trails and trailheads distinguished by trail type; and including Barlow Trail, Pioneer Bridal Trail and Still Creek Road (a US Forest Service

Road located south of US 26 between Rhododendron and Government Camp), as well as the Sandy Ridge Trail system.

- o. Location of existing pedestrian crossings, transit stops, transit routes and park and rides.
- p. Speed limits for collector and higher classified roads.
- q. Statewide Planning Goal 5 resources that could impact Project.
- r. Geography/Hydrology. Based on available GIS resources, the County shall prepare Geography/Hydrology base map with structural features (i.e., catch basins, stormwater conveyance systems and treatment facilities) in the project area as well as surface water features (i.e., creeks and drainages).
- s. The estimated or actual population by age and income; and generalized community health profile based on existing County data.
- t. The estimated or actual number of year-round and second-home residents.
- u. Estimated number of seasonal visitors using available tourist accommodation and recreation destinations data.
- v. Existing land use inventory, including general land use categories such as commercial uses, lodgings, recreations, single family use, etc.

Base Maps must be reproducible in a size for use at public presentations.

Consultant shall review and provide written comments in email format. County shall prepare revised Base Maps incorporating comments received after Task 2 meetings. County shall provide base maps to Consultant in electronic format. Consultant will not conduct any GIS analysis, and will use County produced base maps in subsequent tasks.

2.2 **Tech Memo 1: Existing Conditions: Needs, Constraints and Opportunities -**

Consultant shall prepare draft and revised Tech Memo 1 that identifies Project Area conditions that relate to the Project Objectives using the Base Maps.

Tech Memo #1 must include:

- a. information regarding existing and planned public transit including stop location, boarding, and deboarding data.
- b. facilities needed to access transit stops (i.e. sidewalks) and at the transit stops (i.e. bus shelters and park and rides).
- c. identification of gaps and deficiencies in the pedestrian and bikeway network to reach key destinations.
- d. potential locations where crossing improvements are needed on County roads.
- e. identification of locations for increased pedestrian and bicycle activity between destinations if facility improvements were constructed.
- f. documentation of the following factors as they apply to the Project Area using the "SE McLoughlin Blvd (OR 99E) Active Transportation Road Safety Audit Health Impact Assessment" as a guide:
 - i. Opportunities for physical activity;
 - ii. Access to health supportive resources such as full service grocery stores, schools, jobs and social and medical services;

- iii. Exposure to air and noise pollution using traffic data; and
- iv. Health equity – i.e. disproportionate impacts on vulnerable groups such as youth, elderly, disabled and low income individuals and households.

Consultant shall prepare Revised Tech Memo 1, incorporating comments received, after Task 2 meetings.

- 2.3 **Stakeholder Interviews** – Consultant shall lead, and one County staff shall participate in, 6-8 Stakeholder Interviews using final stakeholder interview questions. Consultant shall prepare interview summary. The purpose of the interviews is to understand and document the Stakeholders “Desired Outcomes” in order to reflect in the evaluation and prioritization criteria in Tech Memo 2. County shall provide the Consultant with the Stakeholder Interview List, arrange the stakeholder meetings, and prepare agendas. The Stakeholder Interview list is expected to include: Villages at Mt Hood organization members with specific interest in the Project Area; active transportation (pedestrian and bicycle) advocacy groups; representatives of freight; the US Forest Service, Mt. Hood Express transit service; and Welches School District. At least three of the interviews must be face-to-face in the course of one-day or combined with other Project related trips. Other interviews may be conducted by phone or combined with other Project related trips. Consultant shall complete the Interview Summary Report prior to completing Tech Memo 2.
- 2.4 **Tech Memo 2: Policy Framework and Alternatives Evaluation and Prioritization Criteria** – Consultant shall develop preliminary draft, revised draft and final Tech Memo 2. Tech Memo 2 must include a summary and include the following:
- a. Summary of the applicable State and County transportation and land use policies, including from these sources:
 - i. Clackamas County Mt. Hood Community Plan
 - ii. Clackamas County Comprehensive Plan, Chapter 5: Transportation System Plan
 - iii. Clackamas County Comprehensive Plan, Chapter 10: Community Plans and Design Plans
 - iv. Clackamas County Active Transportation Plan
 - v. Mt. Hood Multimodal Transportation Plan
 - vi. Transportation Planning Rule (Oregon Administrative Rule Chapter 660, Division 12)
 - vii. Current State Transportation Improvement Program
 - viii. Oregon Transportation Plan, Oregon Highway Plan, Oregon Bicycle and Pedestrian Plan, Oregon Freight Plan, Oregon Transportation Safety Action Plan, Highway Design Manual for bicycle and pedestrian elements, and Oregon Transportation Options Plan.
 - b. Stakeholder’s “Desired Outcomes” cross-referenced with the Project Objectives.
 - c. Evaluation and prioritization criteria based on the Project Objectives and Desired Outcomes. The prioritization criteria must consider safety, the number of people to be served, access to key destinations, impact to health including benefits of physical activity

as well as consideration of exposure to air toxics and noise, and planning-level cost/benefit and presented as a stand-alone document separate from the remainder of Tech Memo 2.

Consultant shall prepare two revisions, incorporating comments received, after PMT Meeting #2 and after TAC and PAC Meetings #2.

- 2.5 **Joint PAC and TAC Meeting #1** – County shall arrange, prepare agenda, and conduct Joint PAC and TAC Meeting #1, a field trip of the Project Area. County shall print and distribute Project Purpose and Timeline Flyer for Field Trip participants. Consultant shall attend to meet PAC and TAC members and to observe Project constraints and opportunities. Consultant shall provide the PMT a written summary of the observed constraints and opportunities within one week of the field trip. Three Consultant staff shall attend including Sumi Malik, Reza Farhoodi and Sharon Daleo.
- 2.6 **Tech Memo 3: Safe Routes to Schools Assessment** – County shall develop a draft, revised draft and final Tech Memo 3, an assessment of modes of student travel and circulation at the Welches Elementary and Middle Schools. Tech Memo 3 must summarize method, findings and recommendations to improve pedestrian and bicycle safety at the school sites. Assessment must be done in coordination with the Safe Routes to School Team. County staff conducting the school circulation assessment must consist of at least one planner and one traffic engineer and must observe the school circulation to assess the circulation patterns and student travel methods four times including two times during a morning and two times during an afternoon.

County shall provide Draft Tech Memo 3 to the PMT and prepare Revised Draft Tech Memo 3 after PMT Meeting #2. County shall provide Revised Draft Tech Memo 3 to the Safe Routes to School Team, TAC, and PAC for their review and comment. County shall prepare Final Tech Memo 3 after TAC and PAC Meetings #2.

PMT will review draft Tech Memo 3 and provide comment to County.

- 2.7 **Tech Memo 4: Design Tools** – Consultant shall prepare draft, revised draft, and final Tech Memo 4 using Clackamas County Active Transportation Plan “Facility Design Toolkit” as a guide. Tech Memo 4 must include a toolkit of design treatments for use within the Project Area to address the Project Elements. Design Treatments may include sidewalks, pedestrian pathways, wayfinding, transit stop facilities, signage, pavement markings, intersection and crossing treatments, lighting, curb extensions, refuge islands or medians, traffic diversion, speed bumps, and multi-use trail treatments. Tech Memo 4 must include estimates about how the number and type of users who will be served by the proposed facilities distinguished by area school children, visitors (including part-time residents) and full-time residents in order to help understand who will benefit.

Consultant shall prepare two revisions, incorporating comments received, after PMT Meeting #2 and after TAC and PAC Meetings #2.

- 2.8 **PMT Meeting #2** – Consultant shall conduct PMT Meeting #2 at Consultant office to discuss draft Base Maps and PMT draft Tech Memos 1- 4; to prepare for the upcoming TAC and PAC Meetings; and upcoming Tech Memo 5. Consultant shall recommend to PMT pedestrian crossing study locations and additional traffic count locations, if needed. PMT shall decide on pedestrian crossing study locations to make recommendations at TAC and PAC Meetings #2.
- 2.9 **TAC Meeting #2** – Consultant shall conduct TAC Meeting #2 to review and solicit comments on draft Base Maps, Tech Memos 1-4, recommended pedestrian crossing study locations and additional traffic count locations. Three Consultant staff must attend including Sumi Malik, Reza Farhoodi and Sharon Daleo.
- 2.10 **PAC Meeting #2** – Consultant shall conduct PAC Meeting #2 to review and solicit comments on draft Base Maps, Tech Memos 1-4, recommended pedestrian crossing study locations and draft on-line survey. Three Consultant staff must attend.

County Deliverables

- 2a Base Maps
- 2b Comments on Tech Memo 1
- 2c Stakeholder Interviews
- 2d Comments on Tech Memo 2
- 2e Joint PAC and TAC Meeting #1
- 2f Tech Memo 3
- 2g Comments on Tech Memo 4
- 2h PMT Meeting #2
- 2i TAC Meeting #2
- 2j PAC Meeting #2

Consultant Deliverables

- 2A Comments on Base Maps
- 2B Tech Memo 1
- 2C Stakeholder Interviews
- 2D Tech Memo 2
- 2E Joint PAC and TAC Meeting #1
- 2F Comments on Tech Memo 3
- 2G Tech Memo 4
- 2H PMT Meeting #2
- 2I TAC Meeting #2

2J PAC Meeting #2

Task 3: Solutions and Design Concepts Development and Analysis

Subtasks

3.1 **Tech Memo 5: Project Alternative Solutions and Traffic Analysis**– Consultant shall prepare preliminary draft, draft, revised draft and final Tech Memo 5 using the evaluation and prioritization criteria developed in Task 2. Consultant shall develop planning level cost estimates for project alternatives using rough cost factors, such as a range of dollar signs. Tech Memo 5 must address the Project Elements by identifying:

1. Solutions to address bicycle and pedestrian needs and deficiencies within the Villages at Mt Hood.
2. Safe Routes to Schools Plan showing routes, project solutions, and program solutions to be implemented in conjunction with and complement other Project solutions. Program solutions are encouragement programs for biking and walking to school. Safe Routes to School solutions are presented with evaluation.
3. Feasibility analysis to determine if there is an appropriate location(s) for a multi-use path through the Project Area including recommendations for multiuse path surface, width, and description of known issues associated with feasibility.
4. Potential and recommended US 26 pedestrian crossings location(s) considering both at-grade and grade-separated facilities including a traffic analysis. Consultant shall, in conformance with Chapter 6.6 of the 2013 ODOT Traffic Manual, prepare traffic analysis:
 - A. Analyze existing conditions not previously analyzed in Tech Memo 1:
 - i. Collect and review available County and Agency traffic data (i.e., crash data, traffic volumes, aerials, and other pertinent information) including new traffic counts provided by and as determined by Agency.
 - ii. Visit each potential pedestrian crossing locations to observe current conditions.
 - iii. Document locations of, and spacing between, existing pedestrian crossing opportunities.
 - iv. Measure the sight distance available at existing crossing near the Welches Fire Station and school and 4 to 6 potential pedestrian crossing locations.
 - B. Analyze potential and existing uncontrolled crossing location traffic analyses for the following locations:
 - i. Existing school crosswalk at E. Salmon River Road near Welches;
 - ii. Proposed crossing in Rhododendron;
 - iii. Proposed crossing west of Wemme by Post Office; and
 - iv. One other proposed pedestrian or trail crossing location as determined by PMT in consultation with Agency.

In analyzing the above locations, the Consultant must apply the National Cooperative Highway Research Program Report (NCHRP) 562 crossing evaluation. Consultant shall complete the worksheets contained within NCHRP 562 and provide a crash history analysis covering the most recent five years of crash data and focusing on pedestrian involved and pedestrian related crashes.

- C. Consultant shall analyze potential signalized pedestrian crossing locations:
 - i. Signal warrant analysis consistent with Manual on Uniform Traffic Control Devices guidance and ODOT Analysis Procedures Manual guidance;
 - ii. A crash history analysis covering the most recent 5 years of crash data; and
 - iii. Evaluation of safety concerns and considerations given the potential to increase crashes at high speed rural signals.

- D. Consultant shall conduct additional analyses of both signalized and uncontrolled pedestrian crossing locations that must include:
 - i. Development of a conceptual description of alternatives;
 - ii. Schematic layouts of the alternatives;
 - iii. Estimates of probable construction cost for alternatives; and
 - iv. Conceptual benefit-cost analysis for each alternative using predictive safety methods.

- 5. US26/Lolo Pass Road intersection traffic signal warrant analysis consistent with Manual on Uniform Traffic Control Devices guidance and ODOT Analysis Procedures Manual guidance providing the following analyses:
 - i. A full crash history analysis covering the most recent five years of crash data;
 - ii. Turning movement counts; and
 - iii. An operational analysis using Highway Capacity Manual and ODOT Analysis Procedures Manual guidance.

Consultant shall prepare three revisions of Tech Memo 5 incorporating comments received after PMT Meeting #3, after TAC Meeting #3, and after Public Workshop #1.

- 3.2 **PMT Meeting #3** – Consultant shall facilitate PMT Meeting #3, approximately 2-hours, at Consultant office to: review preliminary draft Tech Memo 5; finalize on-line survey; review draft agendas for TAC meeting #3, PAC Meetings #3, and Public Workshop #1 and to discuss preparations for these meetings. County shall send TAC Meeting #3, PAC Meeting #3, and Public Workshop #1 and PMT Meeting draft agendas one-week in advance of PMT meeting. Three Consultant staff must attend PMT Meeting #3 including Sumi Malik; Reza Farhoodi; and Sharon Daleo.

- 3.3 **TAC Meeting #3** – Consultant shall conduct TAC Meeting #3 to present draft Tech Memo 5 analysis and recommendations. Three Consultant staff must attend including Sumi Malik; Reza Farhoodi; and Sharon Daleo.

- 3.4 **Project Online Survey** – Consultant shall develop an online survey to solicit Project input from the public and provide a written summary for Project website posting. Consultant shall develop a draft and final questionnaire for PMT’s review and comment. Consultant shall post final questionnaire online for at least 2 weeks. Consultant shall develop a draft and final summary of the online survey and provide the draft summary to the PMT within two weeks after the Public Workshop #1. The Consultant shall develop the final version of the online survey results based on PMT comments and post on the Project Website.
- 3.5 **Public Workshop #1** – County shall arrange and prepare agenda and Consultant shall conduct Public Workshop #1 to solicit public comment on the analysis and recommendations in revised draft Tech Memo 5. Consultant shall work closely with County in planning for workshop. County shall convene the workshop and facilitate the non-technical portion. County shall follow steps identified in the Community Outreach and Engagement Plan to publicize Public Workshop #1. Public Workshop #1 must include presentation of information and discussions (facilitated by Consultant and County) to gather participants’ input on the analyses and recommendations to date. Public Workshop #1 must include table exercises (facilitated by Consultant and County staff) to solicit input from participants, including opinions of and potential changes to the Project Alternative Solutions from Tech Memo 5. Four Consultant staff must attend. Key Personnel: Theresa Carr, Consultant to facilitate meeting; plus Sumi Malik; Reza Farhoodi; and Sharon Daleo.
- Consultant shall prepare a draft and final annotated summary of ideas and comments presented in Public Workshop #1. Summary must list the comment and a response (for instance, addressing the validity of the concern, or pointing out how the concern will be addressed in the conceptual design). Consultant shall submit the draft to the PMT within two weeks of Public Workshop #1 and the final version after PMT Meeting #4.
- 3.6 **PMT Meeting #4** – County shall arrange and prepare draft and final agenda for PMT Meeting #4. PMT Meeting #4 is anticipated to be two to three hours at Consultant offices to review Public Workshop #1 input and develop revisions to the solutions prior to PAC Meeting #3. Consultant shall present and lead discussion. Consultant shall provide written summary meeting notes to PMT within one week after PMT Meeting # 4. Three Consultant staff must attend including Sumi Malik; Reza Farhoodi; and Sharon Daleo.
- 3.7 **PAC Meeting #3** - County shall arrange and prepare agenda for PAC Meeting #3 Consultant shall conduct PAC Meeting #3 to present revised draft Tech Memo # 5 and the results of Public Workshop #1. County and Consultant shall seek PAC consensus regarding the recommended Project Alternative Solutions. Consultant shall record PAC members’ comments and distribute to PMT members within one week after PAC

Meeting # 3. Three Consultant staff must attend including Sumi Malik; Reza Farhoodi; and Sharon Daleo.

County Deliverables

- 3a Comments on Tech Memo 5
- 3b PMT Meeting #3
- 3c TAC Meeting #3
- 3d Comments on Project Online Survey
- 3e Public Workshop #1
- 3f PMT Meeting #4
- 3g PAC Meeting #3

Consultant Deliverables

- 3A Tech Memo 5
- 3B PMT Meeting #3
- 3C TAC Meeting #3
- 3D Project Online Survey
- 3E Public Workshop #1
- 3F PMT Meeting #4
- 3G PAC Meeting #3

Task 4: Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan

Subtasks

- 4.1 **Draft Recommended Village at Mt. Hood Pedestrian and Bikeway Implementation Plan –**
Consultant shall prepare preliminary draft for the PMT, draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan for the Public Workshop #2, and revised Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan after TAC and PAC Meetings #4. The Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan must include: Recommended and prioritized short, mid-term, and long-term improvements and programs for Project implementation consistent with the County's TSP funding categories and:
 - a. Explanation of how the recommended Project Solutions achieve the Project Objectives and Evaluation and Prioritization Criteria;
 - b. How the recommended Project Solutions respond to technical and public issues;
 - c. An overview of the planning process including the key issues identified and how they were resolved;
 - d. The maps necessary to illustrate the Draft Recommended Village at Mt. Hood Pedestrian and Bikeway Implementation Plan;
 - e. At least 15 illustrations or images to show the proposed transportation network and proposed prioritized recommended projects. Graphics must include cross-sections, plan view illustrations, and maps using County created base maps;
 - f. The selected US 26 crossing solutions and description for future implementation;

- g. Concept-level cost estimates of prioritized solutions;
- h. Identify potential funding methods;
- i. Policy and project-related language for Chapters 5 and 10 of the Clackamas County Comprehensive Plan to implement the Project;
- j. Final Tech Memo 1-5, PAC Meeting summary comments and Public Meeting #1 and #2 summary comments shown in the appendix unless otherwise directed by County Project Manager; and
- k. Draft language to update the Transportation Element of the Mt. Hood Community Plan within the Project Area with prioritized projects for implementation, including solutions for gaps and deficiencies in the pedestrian and bikeway network throughout the Project Area.

Consultant shall prepare two revisions, incorporating comments received. Consultant shall prepare one revision after Joint PMT Meeting # 5 and TAC Meeting #4; and final version after PAC Meeting #4.

- 4.2 **Joint PMT Meeting and TAC Meeting #2** – County shall arrange and Consultant shall conduct PMT Meeting and TAC Meeting #2 at County office to present and solicit input on the preliminary draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan. Three Consultant staff shall attend including Sumi Malik; Reza Farhoodi; and Sharon Daleo.
- 4.3 **Public Workshop #2** – County shall arrange and Consultant shall conduct Public Workshop #2 to present Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan. County shall follow steps identified in the Community Outreach and Engagement Plan to publicize Public Workshop #2. Public Workshop #2 must solicit input from participants, using a comment form, including opinions of and desired changes to Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan.

Consultant shall provide 10 to 12 boards, a sign-in sheet, and comment form. Consultant shall post materials on project website. Four Consultant staff must attend. Key Personnel: Theresa Carr, Consultant to facilitate meeting plus including Sumi Malik; Reza Farhoodi; and Sharon Daleo.

Consultant shall leave the 10 to 12 boards with County for the Planning Commission workshop.

County shall provide Consultant a summary of the on-line comments. Consultant shall prepare a draft and final annotated summary of ideas and comments presented in Public Workshop #1 and from on-line. Summary must list the comment and include a response of how the concern will be addressed. Consultant shall submit the draft summary to the PMT within two weeks after Public Workshop #2 and the final summary after PMT Meeting #5 for PAC Meeting #4 packet.

- 4.4 **PMT Meeting #5** – County shall arrange and Consultant shall conduct PMT Meeting #5 phone meeting to discuss comments from Public Workshop #2, confirm final PAC Meeting #4 agenda and meeting material.
- 4.5 **PAC Meeting #4** – County shall arrange and Consultant shall conduct PAC Meeting #4 to gain PAC’s direction and feedback on Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan. PAC #4 meeting packet must include the final summary of the on-line comments. Consultant shall seek the PAC’s input on the priorities and summarize PAC member comments. Three Consultant staff must attend including Sumi Malik; Reza Farhoodi; and Sharon Daleo.
- 4.6 **Villages at Mt. Hood Neighborhood Meeting** – County shall arrange Villages at Mt. Hood neighborhood meeting. County shall present the Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan. County shall provide meeting summary notes within one week after meeting.
- 4.7 **Planning Commission Work Session** – County shall arrange and conduct Planning Commission Work Session. County shall provide PMT meeting summary notes within one week after meeting.
- 4.8 **PMT Meeting #7** – County shall arrange and Consultant shall conduct PMT Meeting #7 phone meeting to discuss needed changes for final Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan.
- 4.9 **Title VI Report** – County shall prepare a report to document outreach efforts to low-income, minority, and other local disadvantaged populations, in accordance with the requirements of Title VI.
- 4.10 **Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan** - Consultant shall incorporate comments received based on County PM direction and prepare draft and final Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan. Draft version is for one-round of technical review by County and document processing by Consultant. Plan must be formatted for adoption by the Board of Commissioners. Consultant shall deliver electronic copies of Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan to County and APM in both PDF and Word-compatible formats. Graphics developed throughout the project must be provided in PDF format as well as in native file format. Consultant shall deliver 10 hard copies of Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan to County and three hard copies to APM.

County Deliverables

- 4a Comments on Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan
- 4b Joint PMT Meeting #5 and TAC Meeting #4
- 4c Public Workshop #2
- 4d PMT Meeting #5
- 4e PAC Meeting #4
- 4f Villages at Mt. Hood Neighborhood Meeting
- 4g Planning Commission Work Session
- 4h PMT Meeting #6
- 4i Title VI Report
- 4j Comments on Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan

Consultant Deliverables

- 4A Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan
- 4B Joint PMT Meeting #5 and TAC Meeting #4
- 4C Public Workshop #2
- 4E PMT Meeting #5
- 4F PAC Meeting #4
- 4G PMT Meeting #6
- 4H Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan

Task 5: Contingent Task

- 5.1 Contingent Meeting #1 - Upon written authorization of APM (email acceptable), Consultant shall attend an additional Project meeting (PMT, TAC, CAC, School Staff, Planning Commission or County Board) to present and receive feedback. Consultant shall provide PMT summary meeting notes within one week after meeting.

County Deliverables

- 5a Contingent Meeting #1

Consultant Deliverables

- 5A Contingent Meeting #1

Project Schedule

Task	Schedule
1. Public Involvement and Project Coordination	June to August 2015
2. Existing Conditions and Desired Outcomes	June to August 2015
3. Solutions and Design Concepts Development and Analysis	September to December 2015
4. Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan	January to June 2016
5. Contingent Task	As needed

County Deliverable Table

Task	Deliverable	Estimated County Reimbursement Budget	Estimated Match Budget
1	Public Involvement and Project Coordination		
1a	Project Committee Rosters	\$500	\$ 300
1b	Safe Routes to School Team Roster	\$500	\$ 300
1c	Community Outreach and Engagement Plan	\$1,000	\$ 500
1d	Check-in Organizational Meeting and Refined Project Schedule	\$1,250	\$ 700
1e	PMT Meeting #1	\$750	\$ 400
1f	Interested Parties Contact List and Letter to Project Area Citizens	\$700	\$ 300
	Subtotal	\$4,700	\$2,500
2	Existing Conditions and Desired Outcomes		
2a	Base Maps	\$4,000	\$2,500
2b	Comments on Tech Memo 1	\$ 750	\$ 400
2c	Stakeholder Interviews	\$1,000	\$ 500
2d	Comments on Tech Memo 2	\$ 750	\$ 400
2e	Joint PAC and TAC Meeting #1	\$1,000	\$ 500
2f	Tech Memo 3	\$5,000	\$2,500
2g	Comments on Tech Memo 4	\$ 750	\$ 400
2h	PMT Meeting #2	\$ 750	\$ 400
2i	TAC Meeting #2	\$1,250	\$ 700
2j	PAC Meeting #2	\$1,250	\$ 700
	Subtotal	\$16,500	\$9,000

Task	Deliverable	Estimated County Reimbursement Budget	Estimated Match Budget
3	Solutions and Design Concepts Development and Analysis		
3a	Comments on Tech Memo 5	\$ 1,000	\$ 500
3b	PMT Meeting #3	\$ 750	\$ 400
3c	TAC Meeting #3	\$1,000	\$ 500
3d	Comments on Project Online Survey	\$ 500	\$ 300
3e	Public Workshop #1	\$2,000	\$ 900
3f	PMT Meeting #4	\$ 750	\$ 400
3g	PAC Meeting #3	\$1,000	\$ 500
	Subtotal	\$7,000	\$3,500
4	Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan		
4a	Comments on Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan	\$1,500	\$800
4b	Joint PMT Meeting and TAC Meeting #2	\$1,800	\$500
4c	Public Workshop #2	\$2,000	\$700
4d	PMT Meeting #5	\$ 750	\$ 300
4e	PAC Meeting #4	\$ 1,000	\$ 300
4f	Villages at Mt. Hood Neighborhood Meeting	\$ 500	\$ 200
4g	Planning Commission Work Session	\$ 500	\$ 200
4h	PMT Meeting #6	\$ 750	\$ 300
4i	Title VI Report	\$ 500	\$ 200
4j	Comments on Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan	\$ 1,500	\$500
	Subtotal	\$10,800	\$4,000
	Total Non-Contingency	\$39,000	
5	Contingent Task		
5a	Contingent Meeting #1	\$1,000	\$632
	PROJECT TOTAL	\$40,000	\$ 19,632

Consultant Deliverable Table

Task	Description	Lump Sum Per Deliverable
1	Public Involvement and Project Coordination	
1A	Check-in Organizational Meeting and Refined Project Schedule	\$ 4,700
1B	Project Publicity	\$ 3,100
1C	PMT Meeting #1	\$ 1,700
1D	Project Website	\$ 1,500
	Subtotal - Task 1	\$ 11,000
2	Existing Conditions and Desired Outcomes	
2A	Comments on Base Maps	\$ 500
2B	Tech Memo 1	\$ 5,100
2C	Stakeholder Interviews	\$ 2,560
2D	Tech Memo 2	\$ 3,820
2E	Joint PAC and TAC Meeting #1	\$ 1,530
2F	Comments on Tech Memo 3	\$ 270
2G	Tech Memo 4	\$ 5,740
2H	PMT Meeting #2	\$ 660
2I	TAC Meeting #2	\$ 730
2J	PAC Meeting #2	\$ 1,380
	Subtotal - Task 2	\$ 22,290
3	Solutions and Design Concepts Development and Analysis	
3A	Tech Memo 5	\$ 21,670
3B	PMT Meeting #3	\$ 660
3C	TAC Meeting #3	\$ 1,630
3D	Project Online Survey	\$ 2,120
3E	Public Workshop #1	\$ 6,420
3F	PMT Meeting #4	\$ 1,660
3G	PAC Meeting #3	\$ 2,070
	Subtotal - Task 3	\$ 36,230
4	Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan	
4A	Draft Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan	\$ 16,000
4B	Joint PMT Meeting and TAC Meeting #2	\$ 2,300
4D	Public Workshop #2	\$ 5,100
4E	PMT Meeting #5	\$ 820
4F	PAC Meeting #4	\$ 2,040

Task	Description	Lump Sum Per Deliverable
4G	PMT Meeting #6	\$ 820
4H	Recommended Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan	\$ 6,320
	Subtotal – Task 4	\$ 33,400
5	Contingent Task	
5A	Contingent Meeting #1	\$1,050
	Subtotal Non-Contingent	\$102,920
	Subtotal Contingent	\$ 1,050
	TOTAL	\$103,970

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

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

V. NONDISCRIMINATION

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

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

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

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

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

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

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

DBE POLICY STATEMENT

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

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

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

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

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

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

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

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

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

VII. LOBBYING

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

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

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

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

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

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

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

EXHIBIT D
ELIGIBLE PARTICIPATING COST
DESCRIPTION
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

Approval of Previous Business Meeting Minutes:

April 30, 2015

(minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<http://www.clackamas.us/bcc/business.html>

Thursday, April 30, 2015 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

**PRESENT: Commissioner Jim Bernard
Commissioner Martha Schrader
Commissioner Tootie Smith**

**EXCUSED: Commissioner John Ludlow, Chair
Commissioner Paul Savas**

CALL TO ORDER

■ Roll Call

Chair Ludlow and Commissioner Savas out of the office and will not be in attendance today. Commissioner Bernard, Vice Chair, will serve as Chair for this meeting.

■ Pledge of Allegiance

I. PRESENTATIONS

1. Presentation of the 2015 Clackamas County Point in Time Homeless Count Report
Brenda Durbin, Social Services presented the staff report. In January 2015 several volunteers conducted a count of homeless individuals. She outlined the report and also introduced Eileen Parfrey, Pastor of the Springwater Community Church who has been a volunteer for the past four homeless counts. Brenda also introduced folks in the audience who have participated in the homeless count.

The Board acknowledged everyone involved and thanked them for their service.

~Board Discussion~

2. Presentation of National County Government Month and Outreach
Tim Heider, Public & Government Affairs presented the staff report and showed a short Video regarding the important services and programs Clackamas County provides to its residents. Tim also acknowledged employees in the audience who work every day for the Citizens of the County.

The Board thanked all the employees for their commitment to Clackamas County.

~Board Discussion~

I. CITIZEN COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

1. Les Poole, Gladstone – appreciated Budget presentation at last week’s Business mtg., update on Hwy. 224 after last year’s fire, Stafford area, Industrial lands.
2. Mack Woods, Canby – updating the form for Disabled Veteran of Serving Spouse Property Tax Exemption.

III. READING & ADOPTION PREVIOUSLY APPROVED LAND USE ORDINANCES

(No public testimony on these items – previously approved at the April 8, 2015 Land Use Hearing)

1. Adoption of Zoning and Development Ordinance 252 (**ZDO-252**) - Amendments to the Rural Residential, Future Urban Residential, Mt. Hood Community Plan Residential, and Non-Urban Commercial Zoning District Provisions of the Comprehensive Plan and the ZDO

Nate Boderman, County Counsel presented the staff report. He stated this item was previously approved at the April 8, 2015 Land Use Hearing.

Chair Bernard asked for a motion to read the ordinance by title only.

MOTION:

Commissioner Smith: I move we read ZDO-252 by title only.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the motion passes 3-0.

Chair Bernard asked the Clerk to read ZDO-252 by title only – he then asked for a motion to adopt the ordinance.

MOTION:

Commissioner Schrader: I move we Approve ZDO-252, Amendments related to the Rural Residential, Future Urban Residential, Mt. Hood Community Plan Residential, and Non-Urban Commercial Zoning District Provisions of the Comprehensive Plan and the Zoning and Development Ordinance as previously approved at the April 8, 2015 land use hearing.

Commissioner Smith: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Chair Bernard: Aye – the motion passes 3-0.

2. Adoption of Zoning and Development Ordinance 253 (**ZDO-253**) – Amendments to the Development Review Process and Criteria for Discretionary Permits Provisions of the Comprehensive Plan and the ZDO

Nate Boderman, County Counsel presented the staff report. He stated this item was previously approved at the April 8, 2015 Land Use Hearing.

Chair Bernard asked for a motion to read the ordinance by title only.

MOTION:

Commissioner Smith: I move we read ZDO-253 by title only.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the motion passes 3-0.

Chair Bernard asked the Clerk to read ZDO-253 by title only – he then asked for a motion to adopt the ordinance.

MOTION:

Commissioner Schrader: I move we approve ZDO-253, Amendments related to the Development Review Process and Criteria for Discretionally Permits Provision of the Comprehensive Plan and the Zoning and Development Ordinance as previously approved at the April 8, 2015 land use hearing.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Chair Bernard: Aye – the motion passes 3-0.

IV. PUBLIC HEARINGS

1. Board Order No. **2015-33** for Boundary Change Proposal CL 15-001, Annexation to Tri-City Service District

Chris Storey, County Counsel, Ken Martin, Boundary Change Consultant presented the staff report. Chair Bernard opened the public hearing and asked if anyone wished to speak.

1. Andrew Tull, Beaverton- spoke in support.

Chair Bernard closed the public hearing and asked for a motion.

MOTION:

Commissioner Schrader: I move we approve the board order for boundary change proposal CL 15-001, Annexation to the Tri-City Service District.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the motion passes 3-0.

V. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title – he then asked for a motion.

MOTION:

Commissioner Smith: I move we approve the consent agenda.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Chair Bernard: Aye – the motion passes 3-0.

A. Health, Housing & Human Services

1. Approval of Housing and Community Development 2015 Action Plan – *Housing & Community Development*

B. Finance Department

1. Approval of a Contract with Ken Hostetler Construction Inc., for the Silver Oak Building Tenant Improvement Project - Central Utility Processing Connection - *Purchasing*

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

VI. WATER ENVIRONMENT SERVICES

1. Approval of a Construction Contract between Clackamas County Service District No. 1 and Michels Corporation for the LP1 and CL2. 1 Sanitary Sewer System Rehab Project – *Purchasing*

VII. COUNTY ADMINISTRATOR UPDATE

<http://www.clackamas.us/bcc/business.html>

VIII. COMMISSIONERS COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

MEETING ADJOURNED – 11:12 AM



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

May 21, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution Declaring the Public Necessity and Purpose
for Acquisition of Rights of Way, Easements, and Fee Property – Group 1
for the Otty Street Realignment Project and
Authorizing Negotiations and Eminent Domain Actions**

Purpose/Outcomes	Under ORS 35.235 and the federal Uniform Act, a local governmental agency is required to declare by resolution or ordinance the necessity and the purpose for which the project is required by enacting a Condemnation Resolution prior to initiating acquisition of the easements or other property rights from abutters to the project.
Dollar Amount and Fiscal Impact	The right of way budget for the project is \$1,100,000 and is included within the \$3,500,000 total approved project budget.
Funding Source	Clackamas County Development Agency: Clackamas Town Center Urban Renewal District
Safety Impact	This project will provide safer access to and from 82 nd Avenue and improve east/west connectivity for the traveling public and emergency service providers. Sidewalks, dedicated bike lanes and street lighting are included in the project.
Duration	The Resolution remains active throughout the project's duration and terminates upon completion of the project or when all litigation associated with the project is concluded.
Previous Board Action	Approved moving forward with this project, as recommended by the Clackamas Regional Center Working Group, at a business meeting on April 11, 2013 and subsequent study session on April 16, 2014. Approved engineering contract with Harper Houf Peterson Righellis Inc. on October 30, 2014.
Contact Person	David Queener, Development Agency Project Mgr @ 503-742-4322 Kath Rose, DTD Sr. Right of Way Agent @ 503-742-4713

BACKGROUND:

The Board of County Commissioners has approved funding for the Otty Street Realignment Project, which will realign Otty Street on the west to the intersection at 82nd Avenue and Otty Road to the east. Improvements will include a two-lane road section, storm drainage facilities, signal modifications,

sidewalks, bike lanes, street lighting and landscaping. The Board has authority under ORS Chapter 35 to acquire rights of way, easements, and fee property by purchase or condemnation proceedings.

The project has been planned and located in a manner which is most compatible with the greatest public good and which causes the least private injury. The Development Agency (Agency) shall negotiate in good faith in an attempt to reach agreement as to the amount of just compensation owed each affected property owner. To fairly determine the amount of just compensation, staff will utilize the expertise of authorized real estate appraisers and other such experts.

Although the Agency is in the process of developing the legal descriptions required for acquisition of rights of way and easements, one file will require a full fee purchase and relocation of the owner. In order to provide the maximum amount of time to support the owner's relocation assistance needs, the Agency is bringing this parcel to the Board as "Group 1". The remaining easements will be brought to the Board for approval as the "Group 2" Resolution. If, during the course of the project, design or construction modifications should effect acquisitions, staff will bring subsequent revisions to the Board for authorization.

The resolution directs the Agency to resolve issues of just compensation through good faith negotiations. It requires the Manager of the Agency to notify the Board if exercise of the power of eminent domain becomes necessary. Only after this process is completed does it authorize the Office of County Counsel to file a condemnation action.

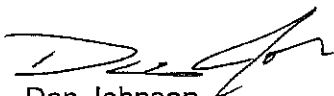
Staff respectfully requests that the Board approve a Resolution of Necessity and Purpose for the Otty Street Realignment Project for the acquisition of necessary rights of way and easements to provide for construction of the project.

The Resolution has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Resolution authorizing the acquisition of rights of way and easements by negotiation if possible, or condemnation, if necessary.

Respectfully Submitted,



Dan Johnson
Development Agency Manager

Attachment

For information on this issue or copies of attachments
please contact Kath Rose, Sr. Right of Way Agent at (503) 742-4713

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of the Otty Street Realignment Project, Declaring the Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property, and Authorizing Negotiations and Eminent Domain Actions – Group 1



Order No. _____
(Page 1 of 2)

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board") at its regularly scheduled meeting on May 21, 2015; and,

It appearing that the Board previously approved funding for the Otty Street Realignment Project No. DA-00002 ("Project"), which will realign Otty Street on the west to the intersection of 82nd Avenue and Otty Road to the east, including a two-lane road section, storm drainage facilities, signal modifications, sidewalks, bike lanes, street lighting, and landscaping, that the Project is consistent with the powers and purposes of County government, and that the Project is necessary for the continued growth, safety and welfare of the community; and,

It further appearing to the Board that the Project has been planned and located in a manner which is most compatible with the greatest public good and causes the least private injury; and,

It further appearing to the Board that the acquisition of the rights of way, easements, and fee property described in Exhibit "A" is a necessary part of the Project and therefore is also consistent with the powers and purposes of County government, and necessary for the continued growth, safety and welfare of the community. This Board Order represents "Group 1" in a series of two Board Orders which will be submitted to the Board for the Project, with "Group 2" containing the remainder rights of way and easement descriptions developed from the approved engineering design plans and reviewed by County Staff; and,

It further appearing to the Board that immediate possession of the rights of way, easements, and fee property described in Exhibit "A" may be necessary and will be in the public interest in order to commence and complete the Project in a timely manner; and,

It further appearing that the Board has authority under ORS Chapter 35 to acquire rights of way, easements, and fee property by purchase or eminent domain proceedings.

NOW, THEREFORE, IT IS HEREBY RESOLVED that this Board declares it necessary and in the public interest that the County immediately start acquisition of rights of way, easements, and fee property described in Exhibit "A", either through negotiation and agreement, purchase, or, if necessary, by commencement of eminent domain proceedings.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of the Otty Street Realignment Project, Declaring the Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property, and Authorizing Negotiations and Eminent Domain Actions – Group 1



Order No. _____
(Page 2 of 2)

IT IS FURTHER ORDERED THAT:

1). The Clackamas County Development Agency immediately, and in good faith, attempt to negotiate agreements as to amount of just compensation owed each owner of each property identified in Exhibit "A". In so doing, the department is authorized to retain real estate appraisers, negotiators, and other such experts deemed necessary to fairly determine the amount of just compensation owed; and,

2). If the Manager of the Clackamas County Development Agency (the "Manager") determines that changes to the design of the Project, unanticipated field conditions, or the need to accommodate uneconomic remnants makes it necessary or desirable to modify the rights of way, easements, and/or fee property required for the Project, the Manager shall promptly bring before the Board, and the Board shall promptly consider a resolution amending Exhibit "A"; and,

3). It is the intention of the Board that the required rights of way, easements, and fee property identified in Exhibit "A" be obtained through good faith negotiation. The Board acknowledges that the exercise of the power of eminent domain may be necessary. The Manager shall inform the Board when the Manager deems eminent domain necessary. Thereafter, the Office of County Counsel is authorized to file complaints in condemnation and take such other steps as it determines necessary for the immediate possession of required rights of way, easements, and fee property and the successful litigation of the condemnation action, including the retention of real estate appraisers, experts and other consultants deemed necessary to the successful conclusion of that litigation.

Dated this _____ day of _____, 2015.

John Ludlow, Chair

Mary Raethke, Recording Secretary

Exhibit "A"
Project Legal Descriptions – Group 1
Otty Street Realignment Project

Property No. 01; Tax Lot 12E29DA12800

PARCEL 1 (Fee Simple Acquisition)

A parcel of land lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 29, Township 1 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, said parcel being that portion of Lot 47, Plat of "Park View Acres", Plat No. 417, Clackamas County Survey Records, as described by that certain Quitclaim Deed recorded on December 14, 1998, as Record No. 98-119146, Clackamas County Deed Records:

EXCEPTING therefrom that portion lying within the existing right of way of S.E. Otty Street.

The parcel of land to which this description applies contains 10,165 square feet more or less.

This legal description, along with the basis of bearings thereof, is based upon an Oregon Coordinate Reference System (OCRS) – Portland Zone derived bearing of S1°10'41"E along the east line of the Southeast One-Quarter of Section 29, Township 1 South, Range 2 East, W.M., Clackamas County, Oregon, as measured between the East One-Quarter Section Corner and the Southeast Corner of said Section.



DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

May 21, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution Declaring the Public Necessity and Purpose
for Acquisition of Rights of Way and Easements
for the Boyer Drive Extension Project and
Authorizing Negotiations and Eminent Domain Actions**

Purpose/Outcomes	Under ORS 35.235 and the federal Uniform Act, a local governmental agency is required to declare by resolution or ordinance the necessity and the purpose for which the project is required by enacting a Condemnation Resolution prior to initiating acquisition of the easements or other property rights from abutters to the project.
Dollar Amount and Fiscal Impact	The right of way budget for the project is \$1,500,000 and is included within the \$3,900,000 total approved project budget.
Funding Source	Clackamas County Development Agency: Clackamas Town Center Urban Renewal District
Safety Impact	This project will provide safer access to and from 82 nd Avenue and improve east/west connectivity for the traveling public and emergency service providers. Sidewalks, dedicated bike lanes and street lighting are included in the project.
Duration	The Resolution remains active throughout the project's duration and terminates upon completion of the project or when all litigation associated with the project is concluded.
Previous Board Action	Approved moving forward with this project, as recommended by the Clackamas Regional Center Working Group, at a business meeting on April 11, 2013 and subsequent study session on April 16, 2014. Approved engineering contract with HDR, Inc. on October 23, 2014.
Contact Person	David Queener, Development Agency Project Mgr @ 503-742-4322 Kath Rose, DTD Sr. Right of Way Agent @ 503-742-4713

BACKGROUND:

The Board of County Commissioners has approved funding for the Boyer Drive Extension Project, which will construct a new roadway from 82nd Avenue to Fuller Road. Improvements will include a two-lane road section, storm drainage facilities, signal modifications, sidewalks, bike lanes, street lighting and landscaping. The Board has authority under ORS Chapter 35 to acquire rights of way and easements by purchase or condemnation proceedings.

The project has been planned and located in a manner which is most compatible with the greatest public good and which causes the least private injury. The Development Agency (Agency) shall negotiate in good faith in an attempt to reach agreement as to the amount of just compensation owed each affected property owner. To fairly determine the amount of just compensation, staff will utilize the expertise of authorized real estate appraisers and other such experts.

The Agency has developed the final legal descriptions required for acquisition of the rights of way and easement for two properties affected by the Project. If, during the course of the project, design or construction modifications should effect acquisitions, staff will bring subsequent revisions to the Board for authorization.

The resolution directs the Agency to resolve issues of just compensation through good faith negotiations. It requires the Manager of the Agency to notify the Board if exercise of the power of eminent domain becomes necessary. Only after this process is completed does it authorize the Office of County Counsel to file a condemnation action.

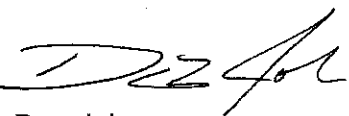
Staff respectfully requests that the Board approve a Resolution of Necessity and Purpose for the Boyer Drive Extension Project for the acquisition of necessary rights of way and easements to provide for construction of the project.

The Resolution has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Resolution authorizing the acquisition of rights of way and easements by negotiation if possible, or condemnation, if necessary.

Respectfully Submitted,



Dan Johnson
Development Agency Manager

Attachment

For information on this issue or copies of attachments
please contact Kath Rose, Sr. Right of Way Agent at (503) 742-4713

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of the Boyer Drive Extension Project, Declaring the Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property, and Authorizing Negotiations and Eminent Domain Actions – Group 1



Order No. _____
(Page 1 of 2)

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board") at its regularly scheduled meeting on May 21, 2015; and,

It appearing that the Board previously approved funding for the Boyer Drive Extension Project No. DA-00088 ("Project"), which will construct a new roadway extending Boyer Drive from 82nd Avenue on the east to Fuller Road on the west, including a two-lane road section, storm drainage facilities, signal modifications, sidewalks, bike lanes, street lighting, and landscaping, that the Project is consistent with the powers and purposes of County government, and that the Project is necessary for the continued growth, safety and welfare of the community; and,

It further appearing to the Board that the Project has been planned and located in a manner which is most compatible with the greatest public good and causes the least private injury; and,

It further appearing to the Board that the acquisition of the rights of way, easements, and fee property described in Exhibit "A" is a necessary part of the Project and therefore is also consistent with the powers and purposes of County government, and necessary for the continued growth, safety and welfare of the community. This Board Order represents "Group 1" in a series of two Board Orders which will be submitted to the Board for the Project, with "Group 2" containing the remainder rights of way and easement descriptions developed from the approved engineering design plans and reviewed by County Staff; and,

It further appearing to the Board that immediate possession of the rights of way, easements, and fee property described in Exhibit "A" may be necessary and will be in the public interest in order to commence and complete the Project in a timely manner; and,

It further appearing that the Board has authority under ORS Chapter 35 to acquire rights of way, easements, and fee property by purchase or eminent domain proceedings.

NOW, THEREFORE, IT IS HEREBY RESOLVED that this Board declares it necessary and in the public interest that the County immediately start acquisition of rights of way, easements, and fee property described in Exhibit "A", either through negotiation and agreement, purchase, or, if necessary, by commencement of eminent domain proceedings.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of the Boyer Drive Extension Project, Declaring the Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property, and Authorizing Negotiations and Eminent Domain Actions – Group 1



Order No. _____
(Page 2 of 2)

IT IS FURTHER ORDERED THAT:

1). The Clackamas County Development Agency immediately, and in good faith, attempt to negotiate agreements as to amount of just compensation owed each owner of each property identified in Exhibit "A". In so doing, the department is authorized to retain real estate appraisers, negotiators, and other such experts deemed necessary to fairly determine the amount of just compensation owed; and,

2). If the Manager of the Clackamas County Development Agency (the "Manager") determines that changes to the design of the Project, unanticipated field conditions, or the need to accommodate uneconomic remnants makes it necessary or desirable to modify the rights of way, easements, and/or fee property required for the Project, the Manager shall promptly bring before the Board, and the Board shall promptly consider a resolution amending Exhibit "A"; and,

3). It is the intention of the Board that the required rights of way, easements, and fee property identified in Exhibit "A" be obtained through good faith negotiation. The Board acknowledges that the exercise of the power of eminent domain may be necessary. The Manager shall inform the Board when the Manager deems eminent domain necessary. Thereafter, the Office of County Counsel is authorized to file complaints in condemnation and take such other steps as it determines necessary for the immediate possession of required rights of way, easements, and fee property and the successful litigation of the condemnation action, including the retention of real estate appraisers, experts and other consultants deemed necessary to the successful conclusion of that litigation.

Dated this _____ day of _____, 2015.

John Ludlow, Chair

Mary Raethke, Recording Secretary

Exhibit "A"
Project Legal Descriptions – Group 1
Boyer Drive Extension Project

Property No. 01; Tax Lot 12E32AA06102

Fee Simple Acquisition

Real property in the County of Clackamas, State of Oregon, described as follows:

Beginning at an iron rod at the Northeast corner of Lot 181, PARK VIEW ACRES, as surveyed by Compass Corp., and recorded as P.S. 16546 in the Clackamas County Surveyor's Office, said parcel is located in the Northeast one-quarter of the Northeast one-quarter of Section 32, Township 1 South, Range 2 East, Willamette Meridian, in the County of Clackamas and State of Oregon, from the true point of beginning thence South 0° 11' 40" West 50.00 feet to an iron rod on the East line of Lot 181; thence North 89° 47' 35" West 78.00 feet to an iron rod; thence North 0° 12' 25" East 10.00 feet to an iron rod; thence North 89° 47' 35" West 144.26 feet to an iron rod; thence North 0° 11' 40" East 40.00 feet to an iron rod on the North line of Lot 181; thence South 89° 47' 35" East 222.26 feet to the iron rod at the true point of beginning to the tract herein described.

Property No. 02; Tax Lot 12E32AA06100

Fee Simple Acquisition

Real property in the County of Clackamas, State of Oregon, described as follows:

The East 222.26 feet of Lot 181, PARK VIEW ACRES, in the County of Clackamas and State of Oregon.

EXCEPTING THEREFROM that portion described in that certain Deed recorded on September 19, 1983, as Fee No. 83-30572, Records of Clackamas County, Oregon, more particularly described as follows:

Beginning at an iron rod at the Northeast corner of Lot 181, PARK VIEW ACRES, as surveyed by Compass Corp., and recorded as P.S. 16546 in the Clackamas County Surveyor's Office, said parcel is located in the Northeast one-quarter of the Northeast one-quarter of Section 32, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon. From the true point of beginning: thence South 0° 11' 40" West 50.00 feet to an iron rod on the East line of Lot 181; thence North 89° 47' 35" West 78.00 feet to an iron rod; thence North 0° 12' 25" East 10.00 feet to an iron rod; thence North 89° 47' 35" West 144.26 feet to an iron rod; thence North 0° 11' 40" East 40.00 feet to an iron rod on the North line of Lot 181; thence South 89° 47' 35" East 222.26 feet to the iron rod at the true point of beginning to the tract herein described.

Safe Roads Are No Accident

Safety is part of the County culture:

- Performance Clackamas
- Transportation System Plan
- Transportation Safety Action Plan
- Clackamas Safe Communities
- What we do every day
 - Education and outreach
 - Road maintenance



Road maintenance is an integral component of that safety culture.