

INTERGOVERNMENTAL AGREEMENT

City of Pendleton, Transportation System Plan Pedestrian, Bicycle and Transit Update

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

RECITALS

1. The Transportation and Growth Management ("TGM") Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Grant (as defined below) is financed with federal Moving Ahead for Progress in the 21st Century ("MAP-21") funds. Local funds are used as match for MAP-21 funds.
4. By authority granted in Oregon Revised Statutes ("ORS") 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. City has been awarded a TGM Grant which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

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

SECTION 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

I. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.

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

K. "Project" means the project described in Exhibit A.

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

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

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

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on June 30, 2016 ("Termination Date").

B. Grant Amount. The Grant Amount shall not exceed \$198,700.

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

D. Consultant's Amount. The Consultant's Amount shall not exceed \$198,700.

E. City's Matching Amount. The City's Matching Amount is \$27,096 or 12% of the Total Project Costs.

SECTION 3. CITY'S MATCHING AMOUNT

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

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

C. ODOT shall limit use, as part of the City's Matching Amount, travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

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

A. City represents and warrants to ODOT as follows:

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

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

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

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

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

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

B. As federal funds are involved in this Grant, Exhibit D sets forth information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200, and City, by execution of this Agreement, makes the certifications set forth in Exhibits B and C.

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

SECTION 5. GENERAL COVENANTS OF CITY

A. City shall be responsible for the portion of the Total Project Costs in excess

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

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

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

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

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

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

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

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

applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

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

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

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

"This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by

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. Single Audit Act Requirements. The TGM Program receives MAP-21 grant funds through the Catalog of Federal Domestic Assistance ("CFDA") No. 20.205: Highway Planning and Construction and is subject to the regulations of the U.S. Department of Transportation ("USDOT"). City is a sub-recipient. If City expends \$500,000 or more of federal funds (from all sources) in its fiscal year beginning prior to December 26, 2015, City shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If City expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, City shall have a single organization-wide audit conducted in accordance with the provisions of 2 C.F.R. Subtitle B, with guidance at 2 C.F.R. part 200. Copies of all audits must be submitted to ODOT within 30 days of completion. If City expends less than \$500,000 in federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, City is exempt from federal audit requirements for that year. Exhibit D sets out the information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200. Records must be available as provided in Section 5.H. above.

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

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

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

- (1) pay to ODOT City's Matching Amount less Direct Project Costs that are Federally Eligible Costs previously reported as City's Matching Amount. ODOT may use any funds paid to it under this Section 5.L (1) or any of the City's Matching Amount that is applied to the Project pursuant to Section 3.A to substitute for an equal amount of federal MAP-21 funds used for the Project or use such funds as matching funds; and
- (2) provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:

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

SECTION 6. CONSULTANT

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

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. City will appoint a Project Manager to:
 - (1) be City's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;
 - (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and City personnel, as necessary;
 - (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and
 - (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

- A. [Reserved]
- B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.
- D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

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

- A. City fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.
- B. Consultant fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.
- C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

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

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

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

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

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

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

E. The parties agree as follows:

(a) Contribution.

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

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

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

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

(c) Alternative Dispute Resolution.

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

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance

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

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

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

and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

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

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

City

City of Pendleton

By: 

(Official's Signature)

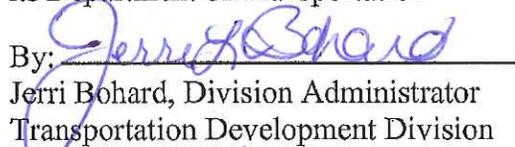
*Timothy M. Simons
Community Development Director*

(Printed Name and Title of Official)

Date: 7/17/15

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: 
Jerri Bohard, Division Administrator
Transportation Development Division

Date: 7/21/15

*JB
7-17-15
MB
7-20-15*

ATTORNEY GENERAL'S OFFICE

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

By: Approved by Lynn Nagasako
(Official's Signature)

Date: via e-mail dated July 2, 2015

Contact Names:

Evan MacKenzie
City of Pendleton
500 SW Dorion Ave.
Pendleton, OR 97801-2090
Phone: 5419660261
Fax: 541-966-0251
E-Mail: evan.mackenzie@ci.pendleton.or.us

Cheryl Jarvis-Smith, Contract Administrator
Transportation and Growth Management Program
3012 Island Avenue
La Grande, OR 97850
Phone: 541-963-1574
Fax: 541-963-9079
E-Mail: cheryl.jarvis-smith@odot.state.or.us

EXHIBIT A
STATEMENT of WORK and DELIVERY SCHEDULE
for
TGM 5A-14
City of Pendleton
Transportation System Plan Pedestrian, Bicycle and Transit Update

<u>Agency Project Manager (APM)</u>		<u>Consultant Project Manager</u>	
Name:	Cheryl Jarvis-Smith	Name:	Marc Butorac
Address:	ODOT Region 5 3012 Island Avenue La Grande, OR 97850	Address:	Kittelson & Associates, Inc. 610 SW Alder St., Suite 700 Portland, OR 97205
Phone:	541.963.1574	Phone:	503.228.5230
Fax:	541.963.9079	Fax:	503.273.8169
Email:	<u>Cheryl.Jarvis-Smith@odot.state.or.us</u>	Email:	<u>mbutoac@kittelson.com</u>
<u>City Project Manager</u>			
Name:	Evan MacKenzie		
Address:	City of Pendleton 500 Dorion Ave. Pendleton, OR 97801-2090		
Phone:	541.966.0261		
Fax:	541.966.0251		
Email:	<u>evan.mackenzie@ci.pendleton.or.us</u>		

Definitions and Acronyms

- Agency – Oregon Department of Transportation
- APM – Agency Project Manager
- AC – Advisory Committee
- City – City of Pendleton
- County – Umatilla County
- CTUIR – Confederated Tribes of the Umatilla Indian Reservation
- GIS – Geographic Information System
- HDM – Highway Design Manual
- LTS – Level Traffic Stress
- MMLOS – Multi-modal Level of Service
- ODOT – Oregon Department of Transportation
- OHA -- Oregon Health Authority
- ORS -- Oregon Revised Statutes
- PMT – Project Management Team
- ROW – Right-of-Way
- SRTS – Safe Routes to School
- TIA – Transportation Impact Analysis

TPAU – Transportation Planning Analysis Unit
TSP – Transportation System Plan
UGB – Urban Growth Boundary

A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

Agency is contracting with Consultant for Services in connection with the following project (the “Project”):

Project Purpose and Transportation Relationship and Benefits

City of Pendleton’s (“City”) current Transportation System Plan (“TSP”) was adopted in 2007. The 2007 TSP is predominately oriented toward motorized transportation. By updating the transit, bicycle and pedestrian components, the City hopes to improve its ability to construct safe and efficient infrastructure for alternative transportation. The research, analysis, public input and collaborative partnership will help the City make difficult decisions regarding new investments, including designing for active transportation modes, neighborhood greenway trails, connections to regional trail networks, highly visible transit stops, siting of transit centers, and park-and-ride facilities. The Project will result in amendments to the transit, bike and pedestrian elements of the 2007 TSP in compliance with the Transportation Planning Rule, Oregon Administrative Rule 660-012-0020(2)(d).

Study Area

The Study Area encompasses lands within the City’s Urban Growth Boundary (“UGB”), including the section of the Riverside Neighborhood within the Confederated Tribes of the Umatilla Indian Reservation (“CTUIR”). The Study Area includes consideration of opportunities for new or enhanced linkages from the City to regional transportation networks, such as inter-city transit and off-system bicycle, pedestrian and bridle trail connections to regional parks and surrounding communities of Rieth and Mission.

Background

Project has two major multi-modal access components, one for active transportation and one for developing transit services. The TSP Pedestrian, Bicycle and Transit Update will be developed in cooperation with community partners, including Umatilla County (“County”), Oregon Department of Transportation (“ODOT”), and the CTUIR. Any land use decisions and designation of regional facilities located outside the UGB would require an amendment to another jurisdiction’s TSP or may require an exception to the statewide planning goals will be noted and are beyond the scope of this Project.

A number of planning efforts which affect the transportation system are underway:

- Adoption process for a consolidated Unified Development Code.
- Initiation of Public Facilities Plans, completion expected late 2015.
- Initiation of update to funding strategies, Trip Generation exercises and System Development Charges for transportation, completion expected 2015.
- Initiation of Cooperative Agreement with ODOT for I-84 Flood Emergency Action Plan expected 2015.
- Revise Federal-Aid Design Documents for SW Perkins extension to Tutuilla and NW King to Highway 37 for submittal next STIP cycle expected 2015.
- Negotiate for sponsorship of Flood District 1 with Umatilla County expected late 2015.

- Airport Master Plan expected 2015-16.
- Initiation Park Master Plan expected 2016-17.

Numerous transportation and land use changes have occurred since the 2007 TSP. The Airport Road connector to I-84 Exit 202 has been constructed and the jurisdictional transfer of portions of twelve County Roads to City. Recent planning projects have changed allowed uses and development intensities from what was assumed in 2007. These changes include: UGB expansion and establishment of an Urban Reserve Area; a large annexation and rezone to M-1 Light Industrial west of the airport (2009); the 2013 annexation and rezoning of the 105 acre Goad property from Exclusive Farm Use to R-1 Low Density Residential; the 2013 St Anthony Hospital relocation from the east end of the City to the south end; and potentially significant 2014 Federal Aviation Administration designation of unmanned aerial vehicle research, manufacturing, test flights and pilot training at the Eastern Oregon Regional Airport. The changes have resulted in shifting traffic patterns and new land use priorities. The changes need to be systematically evaluated in order to update a multi-modal capital improvement plan, maximize transit-supportive land use opportunities, increase transit services, carpool and vanpool options.

City adopted Opportunity Area overlays in the downtown area and several large undeveloped areas through Phase II of Periodic Review efforts. The Opportunity Area Overlays allow much greater development flexibility and mixing of uses both vertically and horizontally, which have the potential to result in significantly different modal choices and trip generation than what was contemplated in 2007. Mixed-use development in the Opportunity Areas has the potential to result in much higher modal splits for transit, walking and bicycling both within the development and across the entire City.

These numerous demands for transportation improvements highlight the need for a transit development plan, complete streets, extension of the riverfront trail and greenway network, improved sidewalks, pathways, and bike facilities. Prioritizing these needs will not be simple. The TSP Pedestrian, Bicycle and Transit Update must take a strategic approach to changes in funding mechanisms resulting from MAP-21 programs.

New Transit Center and Park-and-Ride

In eastern Oregon, it is not uncommon for people to travel up to 75 miles daily one-way for work. The City has greatly benefited from fixed-route transit services provided by Kayak (operated by CTUIR), which is open to the public. This service includes lines to Mission, La Grande, Pilot Rock, Hermiston, as well as SE Washington (Walla Walla and Tri-Cities). The service is used by residents of all of these areas to access jobs, goods and services. The considerable travel to and from regional destinations has highlighted an opportunity to increase intra- and inter-city transit services and accessibility within the City. The City, County and CTUIR would like to capitalize on the success of this program by considering the feasibility of constructing a transit center and park-and-ride locations for the great number of people who do or could use the bus as well as many others who would benefit from dedicated locations for rideshare.

It is the City's understanding that other cities in eastern Oregon are looking into the feasibility of park-and-ride lots as well, which makes consideration of such facilities in the community timely. The City will study how expanded transit centers and park-and-ride lots in the City will enable more people to use transit, carpool and vanpool to and from other communities.

Project must assess land uses along key transit corridors within the City, how the transit system would benefit from a downtown transit center, what the program needs for the transit center, and cost estimates for service improvements. Project must include the necessary public involvement and conceptual design work to develop transit-supportive infrastructure, site specific renderings, capacity, and traffic impacts of a new downtown transit center and park-and-ride system.

Regional Trails

Project must explore the feasibility of developing cycling, walking and bridle trail connections to regional parks and surrounding communities. A connected regional multi-modal network will provide a car-free mobility option in Pendleton, provide recreation and links to greenways and parks, and safe routes between nearby communities. Project must identify convenient multi-modal access points within the Study Area, along with footbridge, rail and roadway crossing treatments necessary for safety and convenience. City utility easements and levees could provide potential off-system greenway path sections. The abandoned rail line to Adams, Athena and Weston may provide a potential alignment for a separated regional multi-use facility.

Partnership on Joint Projects

The project will facilitate partnership opportunities with a focus on delivery of a multi-modal system, including transit resources, intercity pathway connections, supportive land uses and maximizing intergovernmental collaboration. A regional approach to project design and delivery will improve stewardship of shared resources and better cooperation in providing for a range of travel choices.

The project will explore mutual transportation demand management benefits in coordinating transportation and land use objectives for enabling joint projects consistent with City, County and CTUIR TSPs. As part of the Project, the Pedestrian, Bicycle and Transit Update Plan must develop a cooperative framework for complete street improvements to Riverside Avenue, which is a County right-of-way ("ROW") within the UGB that extends into Tribal lands.

The City shall work with the Pendleton School District to encourage development of a Safe Routes to School ("SRTS") program.

Design solutions for steep grades

Flat or even lightly sloped lands in Pendleton are the exception to the rule. Steep slopes pose problems for road construction, requiring significantly wider ROW and expense to accommodate cut and fill. City policy is to not construct roads in excess of a 15% grade. In some cases, steep slopes may necessitate consideration of pedestrian and bicycle connections to balance extreme block lengths. On many existing streets in Pendleton, the grade is so steep that it is physically impossible to construct Americans with Disabilities Act-compliant sidewalks and pedestrian ramps. Project must assist the community to look at potential opportunities and options for improvements.

Facility Design and Implementation

Concepts and analysis must look to protect natural resources, minimize construction costs, integrate pathways, open space (parks, greenways, river, and levees), connections and must provide an attractive

and comfortable environment for expanding transportation options.

Implementation includes updated cost estimates, considering funding options, prioritizing improvement projects, identifying cooperative project partners, and drafting implementing ordinances.

Project Objectives

- Implement strategies to target meaningful, efficient and equitable use of resources to support a multi-modal transportation system
- Promote innovation to enhance safety, livability, economic vitality, sustainability, improved environmental quality and public health benefits
- Interconnect SRTS and transit infrastructure with a high quality walking and bicycle environment
- Extend and link regional trail network, convenient pathways, greenway access points, and open space connections
- Engage agencies providing transit services and transit-dependent groups, including pedestrian and bicycle interests
- Evaluate growth opportunities, improve transit visibility and transit-supportive land uses along main transportation corridors
- Consider access, aesthetics and comfort for all ages in designs for complete streets
- Expand travel choices and identify strategic investment priorities to balance funding, specifically for active transportation and transit improvements
- Create partnership projects through land use and coordinated delivery processes
- Identify amendments to roadway standards, capital improvement plans, transit development plans, and unified development code to implement the Pedestrian, Bicycle and Transit Update Plan.

Project Expectations

Agency will have separate contract(s) and Intergovernmental Agreements with other entities (i.e., contractors, consultants or governmental agencies) involved with the project. Consultant shall support Agency's efforts to create and maintain a cooperative working relationship between and among other entities involved in the project, and their respective representatives, to further the interests of Agency to result in the project being successful.

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

Expectations about Written and Graphic Products

Consultant shall provide all interim text deliverables electronically, in MSWord or a native format and PDF as agreed to by Project Management Team ("PMT"), simultaneously to both the City and Agency's Project Manager ("APM").

Consultant shall provide all schematic, street section and other concept graphic deliverables in AutoCAD compatible files (for design drawings only), and in PDF format both electronically and as hard copies to both the City and APM simultaneously. If Consultant determines that other programs would be more beneficial for producing graphic deliverables, the Consultant shall seek approval from both the City and APM to use the other programs. Maps must be delivered in Geographic Information System ("GIS") and PDF format for plan and unified development code documents agreed to by PMT. All maps and graphics

must be clear and understandable (readable when reproduced in black and white) in commonly available paper sizes (8 1/2"x11" or 11"x17").

It is expected that draft deliverables will be professionally written and substantially complete and that any changes or revisions needed to address comments will be minor. The City shall research, address, and incorporate any comments or requests for changes to the draft deliverables that are beyond Consultant minor text, graphic edits and analysis errors (unless specifically identified).

All interim products must be available to City for display at City Hall, where the public meetings occur, and other display sites or areas City determines are appropriate. Any and all materials that are designed for distribution to the public must be provided in a low-resolution PDF format small enough for display on, and easy download, from the City's website.

Consultant shall provide any GIS layers used for inventory and graphic deliverables (i.e. volumes, Bicycle Level of Traffic Stress ("LTS") and Multi-modal Level of Service ("MMLOS")) to the City, ODOT's Transportation Planning Analysis Unit ("TPAU"), and the Geographic Information Services Unit.

Adoption ready: Final plans and amendments to plans must be prepared as final policy statements of the local government and must not include language such as "it is recommended ..." or "City should ...". New and amended unified development code language must be prepared as final regulatory statements of the local government. Final plan, plan amendments, unified development code, and unified development code amendments must include all necessary amendments or deletions to existing local government plans or unified development code to avoid conflicts and to enable full integration of proposed plan with existing local government documents.

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

"This project is partially funded by a grant from the Transportation and Growth Management ("TGM") Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Moving Ahead for Progress in the 21st Century (MAP-21), local government, and the State of Oregon funds.

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

Final plans, headers and footers, graphics, etc. must not include Consultant names and logos, Transportation and Growth Management Program or ODOT logos or project codes, etc. These items must only be on the acknowledgement page.

At the conclusion of the Project, Consultant shall provide an electronic version of each of the final deliverables in a format(s) that allow future manipulation of the text and maps. All final materials must be created with the intent to display them on the City's website.

Expectations about Project Meetings and Public Involvement

A PMT comprised of APM, Department of Land Conservation and Development Regional

Representative, Community Development Director/ City Engineer, Public Works Director and City Planner shall work in concert with the Consultant. PMT has the responsibility of guiding the Project and providing direction on policy issues at various stages of the Project. The City shall contact the PMT members and secure their services throughout the duration of the Project.

This Project utilizes an Advisory Committee ("AC") that will review work products and, at the conclusion of the Project, will make a recommendation at a joint work session to the Planning Commission and City Council. The City shall contact the AC members and secure their services throughout the duration of the Project.

Consultant shall schedule meetings (with logistical support from the City), except the public hearings. City shall arrange and provide meeting space. City shall provide notice, including required notice, for all meetings.

Consultant shall send agenda and documents to be discussed to the PMT five business days prior to scheduled meetings. City shall distribute agendas and documents to AC and Stakeholders prior to each meeting.

Public Involvement allows citizens an opportunity to provide input into the planning process. The City shall consider environmental justice issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. Fair treatment means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies. Meaningful involvement means that: (1) potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that could affect their environment and health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the decision making process; and (4) the decision makers seek out and facilitate the involvement of those potentially affected.

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

Expectations about Analysis

Consultant shall be aware of ODOT design standards, both geometrical and operational, for work involving state highways. Consultant shall use the ODOT mobility standards in the 1999 (Amended 2011) Oregon Highway Plan and 2012 Highway Design Manual ("HDM") to evaluate traffic operations on state highways.

Traffic analysis software must follow Highway Capacity Manual 2010 procedures, but signalized intersections must use the Highway Capacity Manual 2000 methodology. Traffic analysis must comply with ODOT Analysis Procedures Manual available at

<http://www.oregon.gov/ODOT/TD/TP/Pages/APM.aspx>. Consultant shall coordinate all analysis with TPAU. Consultant shall get approval of existing and future multi-modal analysis methodology from TPAU via a memorandum prior to beginning analysis. Consultant shall provide all multi-modal level of service analysis work in electronic format (as Synchro, HCS+, or Micro Station, etc. files) to TPAU.

An Oregon-registered professional (civil or traffic) engineer shall perform or oversee all traffic analysis work. Final memorandums containing traffic analysis must be stamped.

A Landscape Architect, an Urban Designer/Land Use Planner, and a Transit Planner shall conduct analysis appropriate to those disciplines.

TASK 1 Reconnaissance Kick-Off

1.1 Background Documents

City and ODOT will compile the following plans and provide to Consultant for use in developing the plan and policy background for Project:

- *City*
Comprehensive Plan, Zoning Development Code, Road standards, 2007 TSP, 2011 Downtown Plan, 2010 US 395 Interchange Area Management Plan, 2011 Transportation Impact Analysis (TIA) Airport Road and Westgate (Hwy 30), Barnhart Road Interchange Area Management Plan, River Quarter Enhancement Plan, Pendleton Parkway Plan, 2013 Pavement Management Program Budget Options Report and Capital Improvement Program
- *County*
Umatilla County TSP, Morrow/Umatilla Transit Analysis, Umatilla County Coordinated Public Transit Human Services Transportation Plan. 2011 Umatilla County Public Transit Service Evaluation (Mobility Management Project), 1999 Umatilla County Public Transit Needs Assessment, including related background documents
- *State*
Oregon Transportation Plan, Oregon Highway Plan with latest amendments, Oregon Bicycle and Pedestrian Plan, HDM, including Chapter 12 Design Guidelines for Public Transit and Chapter 13 Pedestrian and Bicycle, Transportation Planning Rule (Oregon Administrative Rule 660-012) and No Reduction of Vehicle-Carrying Capacity (Oregon Revised Statutes (“ORS”) 366.215) (available at oregon.gov/odot/td/tp/ORS366.215)
- *National*
National Association of City Transportation Officials Urban Bikeway Design Guide Urban Bikeway Design Guide (available at <http://nacto.org>)

1.2 PMT Meeting #1: Project Initiation Conference

Consultant shall arrange and conduct PMT Meeting #1 to be held via teleconference. The purpose of PMT Meeting #1 is to ensure that the City Project Manager, Consultant and key City personnel involved clearly

understand the Project Objectives, statement of work, roles, assignment, and deliverables. A schedule of activities including target dates for PMT and AC meetings and community charrette or open houses must be discussed. PMT shall confer on AC participants, and discuss content of materials for AC Meeting #1. PMT Meeting #1 must include discussion of upcoming work in Task 2.

Consultant shall discuss process for review and feedback between County, Consultant, APM, AC and the public to be implemented throughout the project. At PMT Meeting #1, the PMT will identify any additional Background Documents to be gathered by Consultant, if necessary.

Consultant shall distribute agenda and meeting materials five business days in advance of PMT Meeting #1. City shall provide summary within five business days afterwards.

1.3 PMT Meeting #2: Scoping Tour

Consultant shall arrange and conduct PMT Meeting #2 as a site visit to share necessary information and to gain an understanding of local transportation and land use planning issues. PMT Meeting #2 must be conducted to discuss current street development standards, active transportation design needs for consideration in later tasks, connectivity constraints and TDM opportunities, and to discuss potential strategies for linking systems, including transit access. City shall coordinate the transportation logistics for tour and provide group transportation.

Consultant shall distribute agenda and meeting materials one week in advance of the Scoping Tour. City shall provide meeting summary one week afterwards.

1.4 Existing Transportation System Inventories

City shall inventory the existing City transportation system necessary to complete the transit and active transportation components of the transportation plan. City shall provide existing Transportation System Inventories to the Consultant. Consultant shall field verify the critical components of this Existing Transportation System Inventories within the Study Area. City shall provide Consultant with all available GIS mapping to assist in the verification of inventory work at least two weeks prior to the PMT Meeting #2 Scoping Tour. Consultant shall update 2007 TSP maps and produce in GIS format. Consultant shall summarize inventories in tabular Excel format, with an accompanying narrative (simple and concise).

Consultant shall contact ODOT Geographic Information Services Unit, CTUIR and County to obtain available GIS layers that are not already supplied by the City, focusing on Study Area. Additional information may be obtained from the existing 2007 TSP, Comprehensive Plan and other sources.

Inventories must include the following elements, as available:

- ROW
 - Existing easements and ROW owned by City, County or the State
- Existing land uses
 - Summarize existing land uses and vacant and developable land
 - Existing Comprehensive Plan designations, zoning, and special overlay areas
 - Comprehensive Plan zoning and special overlay areas
 - Tax Assessor information (Parcels and Ownership)

- Activity centers likely to attract bicyclists and pedestrians, such as the downtown core and schools
- Existing street network
 - Location and jurisdictional responsibility
 - Functional classification
 - Freight routes
 - Number of travel lanes
 - Pavement and shoulder widths
 - Posted speeds
 - Traffic control devices
 - On-street parking locations
 - Pavement type and condition
 - Medians
- Existing bicycle and pedestrian network
 - Bicycle facility types, locations, width, surface type, ownership, geometry and condition
 - Pedestrian facility types, locations, width, surface type, ownership, geometry and condition, including unimproved trails
 - Crosswalk locations and conditions
 - Americans with Disabilities Act accessible sidewalk impediments
 - Arterials and collector streets currently lacking bicycle and/or pedestrian facilities
- Transit services
 - Existing and planned public transportation facilities and services
 - Major transit stops and fixed-routes for geographic areas and populations served
- Natural resources and environmental barriers
 - Federal Emergency Management Agency floodplains
 - Wetlands
 - Threatened and endangered species
 - Known hazardous materials sites
 - Historic resources
 - Known and potential archaeology sites
 - Topographic maps (i.e. steep slopes)
- Planned and funded infrastructure improvements that affect the existing street, bicycle or pedestrian networks.
- Socio-economic considerations, particularly the locations and needs of Title VI populations, which will include concentrations of minority, low-income, and senior populations that are identified by the City. City shall research and prepare a summary that can be inserted in the existing conditions report.

City shall identify changes to the existing transportation facilities inventory data (described in electronic format) that occurred since TSP was last updated and provide to Consultant before work commences. Consultant shall then focus only on field verifying those elements of the inventory that are critical to preparing the active transportation and transit components of the transportation plan.

Consultant shall provide Existing Transportation System Inventories to PMT for review.

1.5 AC Roster

City shall invite participation on the AC and prepare a written roster including e-mail addresses. Technical members of the AC must include the PMT, County, CTUIR and City staff, Health Departments, Department of Land Conservation and Development, ODOT and other community service agencies. City shall identify up to 15 key community stakeholders to serve on the AC including County Commissioners, City Councilors and Planning Commissioners, business leaders, major employers, college, medical community, transit provider(s), and representatives of bicycling, transit riders and commuter groups.

1.6 Technical Memorandum #1: Plan, Goals and Policies

Consultant shall review Background Documents and prepare Technical Memorandum #1 for PMT review. Technical Memorandum #1 must include an overview of Background Documents, with emphasis on Urban Bikeway Design Guide and HDM, for transit and active transportation facilities.

Consultant shall provide Technical Memorandum #1: Plan, Goals and Policies to PMT for review and comment. City shall distribute Technical Memorandum #1 to AC.

1.7 Technical Memorandum #2: Vision Statement and Transportation Access Evaluation Matrix

Consultant shall prepare a Technical Memorandum #2 to guide the development and evaluation of solutions. Matrix must include criteria on the feasibility of implementation given Project Objectives, constraints of existing ROW and the built environment, Goal 5 environmental impacts and mitigation, costs, and risks, benefits, and other community goals.

Consultant shall provide Technical Memorandum #2: Vision Statement and Transportation Access to PMT for review and comment. City shall distribute Technical Memorandum #2 to AC.

City Deliverables

- 1.1 Background Documents
- 1.2 PMT Meeting #1 participation and meeting summary
- 1.3 PMT Meeting #2 transportation logistics, participation and summary
- 1.4 Transportation inventory data and background GIS and mapping files
- 1.5 AC Roster
- 1.6 Comments on Technical Memorandum #1
- 1.7 Comments on Technical Memorandum #2

Consultant Deliverables

- 1.2 PMT Meeting #1 agenda and facilitation
- 1.3 PMT Meeting #2
- 1.4 Existing Transportation System Inventory summaries and maps
- 1.6 Technical Memorandum #1
- 1.7 Technical Memorandum #2

TASK 2 Citizen, Public and Agency Involvement

2.1 Public Outreach

City shall prepare updates throughout the Project to provide information, project status and announce meetings in the *Eastern Oregonian* newspaper, City website, Chamber of Commerce website, and in other community newsletters (e.g. Utility Billings, Park & Recreation, Chamber of Commerce, Blue Mountain Community College bulletins or notices, School Announcements). City shall maintain a Stakeholder Mailing List of all interested and involved citizens.

2.2 Youth Workshops #1

Consultant shall arrange and conduct Youth Workshops #1 - one for 6th graders and the other for High School students. The purpose of the workshops is to involve students in the SRTS planning effort. Youth Workshops must focus on creative visioning to establish options for meeting the needs of youth in the development of local street, transit, bicycle, pedestrian or skateboarding connections to school and to surrounding cultural or natural areas, including the river trail greenway. Consultant shall explore opportunities to enhance access to transit, bicycle, and pedestrian facilities and design concepts. Consultant shall lead exercises to solicit input on issues, needs, and concerns of youth and potential solutions.

City shall coordinate with the schools for students to participate in Youth Workshops #1 during class time and provide teacher contact information to Consultant. Consultant shall involve the relevant teachers in prep work for the Youth Workshops.

2.3 Transportation Options Field Tour: Bus Excursion

Consultant shall plan and conduct Transportation Options Field Tour with PMT, AC and stakeholders to assess community interests and concerns and to identify alternatives for completing “missing links” between principal activity centers and destination points, including transit access. Field Tour must include a review of the proposed future transit system line identified in the 2007 TSP. City shall coordinate the transportation logistics and invitations for the Field Tour and provide group transportation. Bus Excursion Tour must take place prior to or immediately after AC Meeting #1.

City shall distribute Consultant provided agenda and meeting materials one week in advance. City shall prepare and distribute meeting summary one week after Transportation Options Field Tour.

2.4 AC Meeting #1

Consultant shall plan and conduct AC Meeting #1. Consultant shall introduce the Project and discuss Project Objectives and coordination. Consultant shall discuss how the updated elements will be incorporated into Comprehensive Plan, 2007 TSP, unified development code and capital improvement program to guide active transportation, complete streets, and public transit related improvements. AC Meeting #1 must include a discussion of Technical Memorandum #1: Plan, Goals and Policies and Technical Memorandum #2: Vision Statement and Transportation Access Evaluation Matrix. Participations will be asked to identify any missing information they can provide.

Consultant shall lead a discussion of the public involvement program, AC’s role and responsibilities and provide a Public Transit and Transportation Options 101 Overview. Public Transit and Transportation

Options 101 overview must include a primer on public transit planning objectives, transit-supportive land uses, service and facility design, first and last mile integration, and system financing and implementation.

City shall arrange and secure a meeting location for AC Meeting #1.

City shall distribute Consultant provided agenda and meeting materials one week in advance of AC Meeting #1. City shall prepare and distribute a meeting summary one week after AC Meeting #1.

2.5 Stakeholder Meeting #1: Transit Providers

Consultant shall plan and conduct Stakeholder Meeting #1 to discuss Project and transit related work to date. Stakeholder discussion must include discussion of existing and planned transit services, including access to transit and opportunities for coordination.

City shall contact local providers and invite to a meeting to identify any other supplemental information still outstanding: Local providers and attendees are expected to include: Kayak Transit, Let'er Bus, Mid-Columbia Bus, Enterprise Vanpool, Elite Taxi, Senior Center and Assisted Living Vans, ODOT Transit, County, CTUIR and City Transit Funding Coordinators and Health Departments, Human Service agencies, Veteran Services and other service providers. Consultant shall follow up with these service providers as necessary to obtain any additional transit data not previously collected.

City shall arrange and secure a meeting location for Stakeholder Meeting #1.

City shall distribute Consultant provided agenda and meeting materials one week in advance of Stakeholder Meeting #1. City shall prepare and distribute meeting summary one week after Stakeholder Meeting #1.

2.6 Stakeholder Meeting #2: SRTS Table Event

Consultant shall plan and conduct Stakeholder Meeting #2 to discuss the Project and SRTS related work. City shall invite participants which must include PMT, Blue Mountain Community College, School Principals, School District Superintendent, Parent Teacher Association/Booster Club, Future Business Leaders of American Officers, Future Farmers of America Officers, High School/Middle School Class Elected Officers, Alternative High School youth representatives, Pendleton On Wheels Bicycle Club, County, CTUIR and City Health Departments, health practitioners, and other walking and bicycling enthusiasts.

Stakeholder discussion must include reviewing access issues related to SRTS pedestrian crossing needs, exploring local connectivity improvement options, supportive trail connections, access to transit, and traffic calming opportunities.

City shall arrange and secure a meeting location for Stakeholder Meeting #2.

City shall distribute Consultant provided agenda and meetings materials one week in advance of Stakeholder Meeting #2. City shall prepare and distribute meeting summary one week after Stakeholder Meeting #2.

2.7 PMT Meeting #3

Consultant shall conduct PMT Meeting #3 via conference call to review Task 2 input and to prepare for work in Task 3.

Consultant shall distribute agenda and meeting materials one week in advance of PMT Meeting #3. City shall prepare and distribute meeting summary one week after PMT Meeting #3.

City Deliverables

- 2.1 Public Outreach
- 2.2 Youth Workshop #1 coordination and initial school outreach
- 2.3 Transportation Options Field Tour arrangements, participation, and meeting summary
- 2.4 AC Meeting #1 arrangements, participation and meeting summary
- 2.5 Stakeholder Meeting #1 contact information, arrangements, participation, and meeting summary
- 2.6 Stakeholder Meeting #2 arrangements, participation, and meeting summary
- 2.7 PMT Meeting #3 participation and meeting summary

Consultant Deliverables

- 2.2 Youth Workshop #1
- 2.3 Transportation Options Field Tour: Bus Excursion
- 2.4 AC Meeting #1
- 2.5 Stakeholder Meeting #1: Transit Providers
- 2.6 Stakeholder Meeting #2: SRTS Table Event
- 2.7 PMT Meeting #3 agenda and meeting materials

TASK 3 Modal and Land Use Analysis

3.1 Technical Standards Memorandum

Consultant shall prepare Technical Standards Memorandum and submit to TPAU for approval prior to beginning analysis. Technical Standards Memorandum must include existing and future analysis methodologies to examine the transportation network in terms of access to transit, bicycle and pedestrian mobility and assumptions for LTS, MMLOS and pedestrian walking speeds for gap analysis.

3.2 Technical Memorandum #3: Existing and Future Transit Operation and Transportation System Assessment

Consultant shall prepare Technical Memorandum #3, an assessment of the existing and planned transportation system and transit operation conditions, including a pedestrian-friendly and transit-supportive land use analysis. Technical Memorandum #3 must include:

- evaluation of the data assembled, in particular locations and features of existing and planned bus stops and park-and-rides, including shared use of existing parking lots.
- evaluation of growth opportunities; suggested solutions must improve transit visibility and transit-supportive land uses along main transportation corridors.
- exploration of how higher density, mixed use development patterns and transit service are mutually supportive and illustrate prospect locations.

Consultant shall identify existing transportation system and transit services within and connecting to City; current ridership patterns and demographics, and current commute patterns. Consultant shall provide a technical review of the strengths and weaknesses of existing and planned transportation system and access to transit (sidewalks, bike lanes, roadways), transit facilities (transit stops and centers and park-and-ride facilities); land use policies pertaining to transit; and operational policies pertaining to bus stops and park-and-rides. Consultant shall identify opportunities and constraints for enhancements to transportation system, transit facilities and park-and-rides within the Study Area.

Consultant shall gather sufficient data to conduct a qualitative MMLOS analysis under existing traffic conditions for the following corridors: US 395, US 30, Oregon 11, Oregon 37, City arterials, and roadways identified in the 2007 TSP for future bike lanes within the Study Area. Consultant shall prepare MMLOS Maps. Consultant shall gather sufficient data to conduct a LTS for bicycle connectivity and operations in the Study Area. For this method to work properly, all routes need to be considered. Consultant shall prepare LTS Maps.

Consultant shall identify roadway and rail crossing safety issues, constraints, and opportunities for active transportation system, including additional regional trails, pathways, and neighborhood greenway trails to improve connectivity. Consultant shall summarize information on existing facilities, including under-served areas and destinations. Examine the transportation network in terms of access to transit and bicycle and pedestrian mobility.

Consultant shall work with City to identify City utility easements, levees and other under-utilized ROWs that could provide potential off-system greenway path sections, including the abandoned rail line to Adams, Athena and Weston as a potential alignment for a separated regional multi-use facility.

Consultant shall build upon the existing conditions assessment and conduct a preliminary assessment to identify availability and need for associated improvements, including pedestrian and bicycle access and traffic operations.

Consultant shall identify projected future transportation system deficiencies based on the current TSP. Deficiencies include both the failure to meet measurable standards and the failure to satisfy the identified goals, objectives, and evaluation criteria. Consultant shall clearly describe each deficiency. Consultant shall conduct a qualitative MMLOS assessment to analyze transit and pedestrian conditions and the LTS method (full network) to analyze bike conditions and identify issues along the proposed bike corridors for the Study Area similar to the existing conditions assessment.

Technical Memorandum #3 must include illustrations to clearly explain opportunities and constraints for provision of public transit facilities and access to same.

Consultant shall provide Technical Memorandum #3 to PMT for review and comment. City shall distribute Technical Memorandum #3 to AC.

3.3 Active Transportation and Transit Toolbox

Consultant shall develop an Active Transportation and Transit Toolbox, identifying typical active transportation and transit features and amenities. Toolbox must include:

- transit center siting criteria, as well as typical transit stops (near/far side and pull-out) and active transportation infrastructure treatments consistent with HDM standards.
- general design program for park-and-ride, and information on advantages and disadvantages of shared vs stand-alone public facilities, design options, size and placement recommendation for bus shelters, benches, illumination, bicycle parking, and other appropriate amenities.
- recommendations regarding shared parking facilities to optimize existing resources.

Consultant shall assemble photographic and illustrative examples of these design elements, with text explaining pros and cons for use within Study Area, including necessary transit-supportive land uses, ROW and other factors to consider in development of alternatives. Active Transportation and Transit Toolbox must include a review of Urban Bikeway Design Guide concepts (initiated in Technical Memorandum #1: Plan, Goals and Policies) and TGM Transit in Small Cities Primer (for Planning, Siting and Designing Transit Facilities in Oregon) design literature to address service needs.

Consultant shall provide Active Transportation and Transit Toolbox to PMT for review and comment. City shall distribute Active Transportation and Transit Toolbox to AC.

3.4 AC Meeting #2

Consultant shall arrange and conduct AC Meeting #2. Consultant shall review Technical Memorandum #3: Existing Transit Operation and Transportation System Assessment and Existing Transportation System Inventories. Consultant shall lead a discussion to determine if there are outstanding data gaps or issues. Consultant shall prepare a PowerPoint presentation on the Active Transportation and Transit Toolbox. Consultant shall lead discussion on the pros and cons of various treatments, features and amenities referenced in Technical Memorandum #2: Vision and Transportation Access Evaluation Matrix.

City shall arrange and secure a meeting location for AC Meeting #2.

City shall distribute Consultant provided agenda and meeting materials one week in advance of AC Meeting #2. City shall prepare and distribute meeting summary one week after AC Meeting #2.

3.5 Public Workshop, Promotional Flier and Media Notice

City shall arrange and Consultant shall conduct a Public Workshop with presentation slides, question and answer period and interactive discussion with audience. Consultant shall facilitate the Public Workshop and present the project purpose and brief overview of technical memoranda and other work products through Task 3. Consultant shall prepare large format graphic displays and handouts to present project information and shall provide a Transit Survey (as documented in Task 4.1) and Interactive Online Map resources (as documented in Task 4.2) to garner public input on improved access to and use of active transportation and transit.

City shall arrange and secure a meeting location for the Public Workshop.

Consultant shall provide content information regarding the project and City shall prepare the newsletters. City shall prepare invitation Promotional Flier and Media Notice for the Public Workshop. City shall post Promotional Flier in prominent locations, including businesses, library, City Hall, and schools. City shall

coordinate distribution with schools for students to take Promotional Flier home. City shall coordinate with local media.

3.6 PMT Meeting #4

Consultant shall arrange and conduct PMT Meeting #4 via conference call to review Task 3 input and to prepare for work in Task 4. Consultant shall distribute agenda and meeting materials one week in advance of PMT Meeting #4. City shall prepare and distribute meeting summary one week after PMT Meeting #4.

City Deliverables

- 3.2 Comments on Technical Memorandum #3
- 3.3 Comments on Active Transportation and Transit Toolbox
- 34 AC Meeting #2 arrangements, participation, and meeting summary
- 3.5 Public Workshop arrangements, participation, Promotional Flier and Media Notice
- 36 PMT Meeting #4 participation and meeting summary

Consultant Deliverables

- 3.1 Technical Standards Memorandum
- 3.2 Technical Memorandum #3: Existing and Future Transit Operation and Transportation System Assessment
- 3.3 Active Transportation and Transit Toolbox
- 3.4 AC Meeting #2
- 3.5 Public Workshop, Promotional Flier and Media Notice content
- 3.6 PMT Meeting #4

TASK 4 Outreach

4.1 Transit Survey

Consultant shall prepare a draft and final set of Transit Survey questions. Transit Survey questions must be formulated based on input from Stakeholder Meeting #1 conducted in Task 2 and discussions at PMT Meeting #3. Transit Survey questions will generally be oriented to identifying priority issues and needs associated with access to and use of transit. City and APM shall review draft questions.

City shall distribute Transit Survey and shall collect completed forms. The Transit Survey must be relatively brief and easy to complete, with a minimum number of open-ended questions. City shall create an online version of the Transit Survey in addition to providing the option of filling out a written Transit Survey.

Transit Survey must be completed and ready for distribution in time for the Task 3.5 Public Workshop.

City shall summarize the results of the Transit Survey and provide a data analysis spreadsheet summary to Consultant within five business days of the survey closure in order to keep the project on schedule.

4.2 Interactive Online Map

Consultant shall prepare Interactive Online Map, an interactive website that allows the public to provide additional feedback about location-specific issues via an on-line map. Consultant shall provide a summary

of comments received to PMT after the interactive website is closed for comments, which is expected to be at the end of Task 5. City shall provide a link to the interactive website and the online Transit Survey from the City's website.

Interactive Online Map must be completed and ready for external use in time for the Task 3.5 Public Workshop.

4.3 PMT Meeting #5

Consultant shall arrange and conduct PMT Meeting #5 via conference call to review Task 4 input and to prepare for work in Task 5. Consultant shall distribute agenda and meeting materials one week in advance of PMT Meeting #5. City shall prepare and distribute meeting summary one week after PMT Meeting #5.

City Deliverables

- 4.1 Transit Survey distribution
- 4.3 PMT Meeting #5 participation and meeting summary

Consultant Deliverables

- 4.1 Transit Survey Questions
- 4.2 Interactive Online Map
- 4.3 PMT Meeting #5

TASK 5 Funding

5.1 Technical Memorandum #4: Transit Resources and Transportation Funding

Consultant shall prepare Technical Memorandum #4, an analysis of existing funding, using data from City regarding local resources and priority allocations. The analysis must include a review of local, County, CTUIR and state funds expended for transportation facilities and services over the last fifteen years within Study Area; analysis must identify dedicated funds and transit resources. Consultant shall convert expenditures to Base Year dollars (using formula provided by Consultant). ODOT will provide Consultant with financial data for the State Highway System. City shall provide to Consultant all applicable historical funding data.

Consultant shall identify potential funding sources for transit and active transportation modes. Consultant shall investigate revenue and funding options, including incorporating City's Trip Generation exercises and provisions for System Development Charges (City shall provide assumptions for potential revenue from SDCs). Consultant shall identify potential partnerships where cooperative management responsibilities for future projects and transit services are coordinated with interested stakeholders.

5.2 Charrette Promotional Flier and Media Notice

City shall prepare Charrette Promotional Flier and Media Notice for the Transit Center and Active Transportation System Charrette. City shall post the Promotional Flier in prominent locations, including businesses, library, City Hall, and schools. City shall coordinate distribution with schools for students to take flier home. City shall coordinate with local media.

Consultant shall provide content information regarding the Project and City shall coordinate all

distribution, including preparing the newsletters (See Task 2.1).

5.3 PMT Meeting #6

Consultant shall arrange and conduct PMT Meeting #6 via conference call to review Task 5 input and to prepare for work in Task 6. Consultant shall distribute agenda and meeting materials one week in advance and City shall prepare and distribute meeting summary one week after PMT Meeting #6.

City Deliverables

- 5.1 Comments on Technical Memorandum #4
- 5.2 Charrette Promotional Flier and Media Notice
- 5.3 PMT Meeting #6 participation and meeting summary

Consultant Deliverables

- 5.1 Technical Memorandum #4: Transit Resources and Transportation Funding
- 5.2 Charrette Promotional Flier and Media Notice content
- 5.3 PMT Meeting #6

TASK 6 Alternatives and Designs

6.1 Transit Center Conceptual Designs

Consultant shall prepare two sketch-level conceptual options illustrating various ways to develop a Downtown Transit Center, including potential:

- a) circulation and access;
- b) hardscape and landscaping improvements;
- c) plaza enhancements to interface with downtown;
- d) streetscape elements including bicycle racks, benches, illumination, public art, and wayfinding.

Consultant shall present Conceptual options using a map identifying the site footprint and basic transit circulation patterns. Various potential enhancements must be provided using photos and call out boxes to illustrate enhancement opportunities.

Consultant shall provide Transit Center Conceptual Designs to PMT for review. City shall distribute Transit Center Conceptual Designs to AC.

6.2 Multi-Use Trail Concept and Transit-Supportive Illustrations

Consultant shall prepare five Multi-Use Trail Concept Illustrations or street level perspectives to illustrate specific areas with improvements that show potential trail and river access points, overlooks, footbridge and pedestrian crossings and how greenway treatments fit within the community. Consultant shall illustrate improvements using photos of improvements from other trails that would be appropriate for the local site.

Consultant shall prepare one Transit-Supportive Illustration, site specific improvements of a mixed-use opportunity area along a main transportation corridor with essential transit supportive elements depicted. Improvements must be illustrated using photos of improvements from other cities that would be appropriate for the local site.

Consultant shall illustrate the location of the proposed facilities and their connection to adjacent neighborhoods and activity centers.

Consultant shall provide Multi-Use Trail Concept and Transit Supportive Illustrations to PMT for review. City shall distribute Multi-Use Trail Concept and Transit Supportive Illustrations to AC.

6.3 Design Report: Street and Path Standards

Consultant shall complete the Design Report: Street and Path Standards, based on City's existing standards for design and construction, the Oregon Bicycle and Pedestrian Design Guide, and Active Transportation and Transit Toolbox concepts and features. Consultant shall review the existing street standards with the City to identify any potential revisions. Major revisions to the City's existing street standards are not anticipated. The proposed Street and Path Standards must focus primarily on bicycle, pedestrian, and other multi-modal access. Consultant shall prepare five street and path standards of appropriate design treatments and cross sections with dimensions. Proposed standards must consider topographical constraints (steep slopes) and may include various design types including green street treatments, pervious surface, greenway and bridle trails, boardwalk and hard surface treatments. The type of surface recommended for particular facilities may vary based on location and site conditions.

Design elements must identify edge treatment for fencing or landscape buffer vs open boundary, railings, pedestrian scale lighting, wayfinding, street and rail crossing treatments, striping, furnishings, trail and river access, overlooks, footbridges and other key features. Structural elements, such as grade separated crossings, retaining walls, medians, and stormwater management treatments must be illustrated. Consultant shall identify key design and technical issues that must be resolved for implementation. These issues may include design standards, treatments, construction techniques, permitting or regulatory requirements, or engineering issues.

Consultant shall combine technical descriptions and illustrations with maps or diagrams showing general alignments for each enhanced crossing of an arterial street and railroad crossing with street or path markings and improvements necessary for safety and convenience. All natural feature crossing locations that require a culvert, footbridge, or fill must be identified. Elements not consistent with City current standards must be noted and explained. Design Report: Street and Path Standards must discuss general impacts and trade-offs of various design options, including benefits.

Consultant shall provide explanation and justifications that can be used in a design exception for State facilities, if proposed standards are different than Agency HDM. Consultant shall demonstrate how the design exception meets identified needs through the future design year, and must pass Agency TPAU and Agency Roadway Design review (to be coordinated by APM).

Consultant shall provide Design Report: Street and Path Standards to PMT for review. City shall distribute to Design Report AC.

6.4 Transit Center and Active Transportation System Charrette

City shall arrange (including securing a meeting location) and Consultant shall conduct a Transit Center and Active Transportation System Charrette, a design-focused public meeting. City shall invite

Developers, land owners, and other stakeholders to Transit Center and Active Transportation System Charrette. Consultant shall facilitate a discussion based on materials produced in Tasks 6.1 and 6.2 to help build support for these concepts.

Transit Center and Active Transportation System Charrette must explore transit-supportive land uses, transit center siting and design, park-and-rides, active transportation, including neighborhood greenway trails and regional trail networks. The conversation must highlight opportunities to enhance livability, economic vitality, public health, integrate pedestrian pathways and connections and provide for attractive and comfortable environment.

City shall distribute agenda and meeting materials one week in advance of Transit Center and Active Transportation System Charrette. Consultant shall distribute meeting summary one week after Transit Center and Active Transportation System Charrette.

6.5 Technical Memorandum #5: Analysis of Alternative Travel Conditions

Consultant shall develop potential solutions to the deficiencies and needs identified previously and to develop information upon which City may make future transportation decisions. Consultant shall prepare Technical Memorandum #5, an analysis of potential future transportation conditions considering operational needs and improvements, including enhancements necessary to provide bicycle and pedestrian access to transit facilities. Alternatives must address the standards, goals and objectives identified in previous Technical Memorandums. The results must provide a more in-depth assessment and evaluation of the recommendations considering the LTS and MMLOS gap analysis.

Consultant shall determine the timeframe each proposed improvement will need.

Consultant shall recommend connectivity improvements to the City's existing bicycle and pedestrian network, particularly routes that connect to schools, parks and commercial centers. Consultant shall recommend future bicycle and pedestrian network extensions within the Study Area or connecting to existing facilities in adjacent areas.

Consultant shall build upon the proposed future transportation system, including transit-supportive land uses, local street network, active transportation facilities, transit system and capital improvements identified in the 2007 TSP and Pendleton Airport Industrial Park TIA. Consultant shall explore and recommend bus line and transit service improvements, including opportunities for existing dial-a-ride service and other transit operations to implement a city-wide general purpose fixed-route system.

Consultant shall recommend intermodal connectivity improvements between the City's existing bicycle and pedestrian networks, as well as any anticipated transit facilities. Consultant shall recommend general future bicycle, pedestrian, and transit network improvements into and beyond the Study Area in a way that supports intermodal connectivity.

Consultant shall propose specific locations and prototypes (using photos from other cities) with design features and programs for active transportation facilities, general transit stop locations and park-and-ride locations. Consultant shall consider suggestions from the public made during public meetings and

outreach venues. Technical Memorandum #5 must include text explaining the rationale for proposing the options.

Consultant shall identify potential alternative connective routes, facility enhancements, and crossing treatments that would improve student safety when walking or biking to school. Consultant shall document these identified alternatives, enhancements, and treatments in a format that can be integrated into the TSP and must be crafted to address the needs of future SRTS programs. Consultant shall identify school siting and site design factors that enhance accessibility for pedestrian, bicyclist and transit users.

The methodologies used must be consistent with Task 3 Technical Standards Memorandum direction approved by TPAU.

Consultant shall provide Technical Memorandum #5 to PMT for review. City shall distribute to Technical Memorandum #5 AC.

6.6 Capital Project Evaluation Report and Cost Estimates

Consultant shall prepare Capital Project Evaluation Report and Cost Estimates, which must incorporate key findings from Technical Memorandum #5: Analysis of Alternative Travel Conditions. Consultant shall evaluate Technical Memorandum #5: Analysis of Alternative Travel Conditions for consistency with Technical Memorandum #2: Vision Statement and Transportation Access Evaluation Matrix.

Consultant shall prioritize and provide preliminary cost estimates of operational and capital improvements in matrix format, considering transit center and park-and-ride costs, trail projects and complete streets.

Consultant shall incorporate data into Capital Project Evaluation Report and Cost Estimates from City regarding updating 2007 TSP costs.

Consultant shall provide Capital Project Evaluation Report and Cost Estimates to PMT for review. City shall distribute Capital Project Evaluation Report and Cost Estimates to AC.

6.7 Future Bicycle, Pedestrian, and Transit Inventory Maps with Regional Connections

Consultant shall prepare Future Bicycle, Pedestrian, and Transit Inventory Maps with Regional Connections that identifies focal point sites and proposed routes for pedestrian and bicycle pathway system, transit and complete streets network. Future Bicycle, Pedestrian, and Transit Inventory Maps and Regional Connections must include maps with inset refinements (for clarity), as well as show inter-city connections to regional parks and surrounding communities (opportunities for regional and inter-city connections must be symbolized using arrows at the edges of the city map).

Consultant shall provide Future Bicycle, Pedestrian, and Transit Inventory Maps to PMT for review. City shall distribute Future Bicycle, Pedestrian, and Transit Inventory Maps to AC.

6.8 Health Impact Analysis

The Health Impact Analysis must consider the potential for the TSP Update to support active transportation as a means of improving public health and safety consistent with the 2013 MOU between the Oregon Health Authority (OHA), Public Health Division and the ODOT. Consultant shall reach out to

three area partners identified by ODOT and OHA. Phone interviews with these partners must identify local existing programs and future opportunities to improve safety while increasing the physical activity of people in Pendleton. Consultant shall summarize the work in this task in a one page handout describing the qualitative benefits of investing in transportation, trails and transit.

Consultant shall provide Health Impact Analysis to PMT for review. City shall distribute Health Impact Analysis to AC.

6.9 AC Meeting #3

Consultant shall plan and conduct AC Meeting #3 to present Task 6 deliverables. Consultant shall lead a discussion utilizing Technical Memorandum #2: Vision Statement and Transportation Access Evaluation Matrix to assess and prioritize the solutions, and document comments regarding facility locations and design elements.

City shall arrange and secure a meeting location for AC Meeting #3.

City shall distribute Consultant provided agenda and meetings materials one week in advance of AC Meeting #3. City shall prepare and distribute meeting summary one week after AC Meeting #3.

6.10 PMT Meeting #7

Consultant shall arrange and conduct PMT Meeting #7 via conference call to review Task 6 input and to prepare for work in Task 7. Consultant shall distribute agenda and meeting materials one week in advance and meeting summary one week after PMT Meeting #7.

City Deliverables

- 6.4 Transit Center and Active Transportation System Charrette arrangements and participation
- 6.9 AC Meeting #3 logistics participation and meeting summary
- 6.10 PMT Meeting #7 participation and meeting summary

Consultant Deliverables

- 6.1 Transit Center Conceptual Designs
- 6.2 Multi-Use Trail Concept and Transit-Supportive Illustrations
- 6.3 Design Report – Street and Path Standards
- 6.4 Transit Center and Active Transportation System Charrette
- 6.5 Technical Memorandum #5: Analysis of Alternative Travel Conditions
- 6.6 Capital Project Evaluation Report and Cost Estimates
- 6.7 Future Bicycle, Pedestrian and Transit Inventory Maps with Regional Connections
- 6.8 Health Impact Analysis
- 6.9 AC Meeting #3
- 6.10 PMT Meeting #7

TASK 7 Standards and Partnership Opportunities Assessment

7.1 Freight Stakeholders Packet

Consultant shall prepare Freight Stakeholders Packet for proposed improvements to state facilities

consistent with ORS 366.215 – Creation of state highways; reduction in vehicle-carrying capacity. Freight Stakeholders Packet must include:

- Location map including highway milepoints
- Brief description of problem, describing need for and importance of the proposed change, e.g. safety, operations, livability, economics
- Brief description of the proposed change
- Diagram of existing roadway cross section to include widths for travel lanes, shoulders, bike lanes, medians, parking, and curb to curb dimensions. Description of any existing structures or obstacles in the ROW, such as signs, guardrails, landscaping, or other roadside features. Diagram and description must consider features beyond the face of curb, considering overhang or off-tracking for over-dimensional loads.
- Information on pinch points on the highway near the proposed project.
- Diagram of proposed roadway cross section along with any existing or proposed structures or obstacles in the ROW, such as medians, landscaping, signs or other roadside features.

Consultant shall provide Freight Stakeholders Packet electronically to PMT and as one hard copy each to City and APM.

7.2 Youth Workshops #2

Consultant shall arrange and conduct Youth Workshops #2 - one for 6th graders and the other for High School students. The purpose of the workshops is to present enhancements proposed to existing and planned transportation system. Presentation must specifically consider bicycle, pedestrian, and skateboarding mobility; street and rail crossings; and SRTS barriers with particular focus on access to transit and transit facilities. Consultant shall build upon Youth Workshops #1 and facilitate discussion for students to provide feedback on potential countermeasures and alternatives to address location-specific issues.

City shall coordinate with the schools for students to participate in Youth Workshops during class time and shall provide teacher contact information to Consultant. Consultant shall involve the relevant teachers in prep work for the Youth Workshops.

Consultant shall distribute meeting summary one week after Youth Workshops #2 to PMT.

7.3 TSP Pedestrian, Bicycle and Transit Update Open House, Promotional Flier and Media Notice

City shall arrange and Consultant shall conduct the TSP Pedestrian, Bicycle and Transit Update Open House and prepare a PowerPoint presentation. Consultant shall prepare graphic materials for viewing to illustrate Task 6 alternatives evaluation results at a scale suitable for viewing by audience participants. Consultant shall lead exercises and staff small group discussions to provide opportunities for citizen input. Consultant shall prepare a written summary of public comments.

City shall prepare Promotional Flier and Media Notice for the TSP Pedestrian, Bicycle and Transit Update Open House. City shall post Promotional Flier in prominent locations, including businesses, library, city hall, and schools. City shall coordinate distribution with schools for students to take flier home. City shall coordinate with local media.

Consultant shall provide content information regarding the Project and City shall prepare the newsletters.

7.4 PMT Meeting #8

Consultant shall arrange and conduct PMT Meeting #8 via conference call to review Task 7 input and to prepare for work in Task 8. Consultant shall distribute agenda and meeting materials one week in advance and meeting summary one week after PMT Meeting #8.

City Deliverables

- 7.2 Youth Workshop #2 arrangements
- 7.3 TSP Pedestrian, Bicycle and Transit Update Open House participation, Promotion Flier and Media Notice
- 7.4 PMT Meeting #8 participation and meeting summary

Consultant Deliverables

- 7.1 Freight Stakeholders Packet
- 7.2 Youth Workshop #2
- 7.3 TSP Pedestrian, Bicycle and Transit Update Open House, Promotion Flier and Media Notice content
- 7.4 PMT Meeting #8

TASK 8 Draft Implementation Plan Outreach

8.1 Draft Implementation Plan

Consultant shall prepare Draft Implementation Plan which builds upon Task 5 Technical Memorandum #4: Transit Resources and Transportation Funding to discuss potential funding sources and opportunities. Consultant shall provide examples of funding strategies utilized by other transit agencies.

Consultant shall prepare cost estimates, potential funding sources, triggers (implementers), propose timeframe for improvement, phased actions, and prioritization in matrix format for each specific capital facility, operational and service improvement, and design prototype.

Consultant shall identify responsible entities. Consultant shall identify if amendments to the County and CTUIR comprehensive plans, 2007 TSP, and roadway standards are necessary to allow for establishment and operation of transit improvements, shared park-and-rides and regional trail network. This task does not include a review of the County and CTUIR regulatory framework or a Transportation Planning Rule audit.

Consultant shall provide Draft Implementation Plan to PMT for review. City shall distribute Draft Implementation Plan to AC.

8.2 Draft Policy and Unified Development Code Amendments

Consultant, in coordination with the City, shall assess City plan and code amendments needed to implement the TSP Pedestrian, Bicycle and Transit Update and identify issues of plan and code consistency with the Transportation Planning Rule.

Proposed plan and code amendments must be consistent with capital project priorities and recommendations identified in the TSP Update. Proposed amendments are expected to address criteria for siting a transit center and park-and-ride facilities, design standards or guidelines for pedestrian facilities and pedestrian-oriented site and building design, access to transit from development, and improvement of transit visibility and transit-supportive land uses.

Consultant shall review relevant portions of the City Comprehensive Plan and Unified Development Code to determine their adequacy and recommend amendment concepts.

City shall prepare precise amendment language in adoption-ready format (underline and strikeout format) to incorporate into the Comprehensive Plan, Unified Development Code, or other appropriate regulatory document, as well as any ordinances or resolutions necessary to enact the amendments.

Consultant will provide examples of language from plans and regulations from other jurisdictions or other best practices resources for the City to consider in preparing its own language. Consultant shall review draft language prepared by the City before PMT review.

City shall provide Draft Policy and Unified Development Code Amendments to PMT for review. City shall distribute Draft Policy and Unified Development Code Amendments to AC.

8.3 AC Meeting #4

Consultant shall arrange and conduct AC Meeting #4 to present Draft Implementation Plan and Draft Policy and Unified Development Code Amendments. City shall document comments from attendees. City shall solicit input from AC members who do not attend prior to completion of Task 8.6.

City shall arrange and secure a meeting location for AC Meeting #4.

City shall distribute agenda and meetings materials one week in advance. City shall prepare and distribute meeting summary one week after AC Meeting #4.

8.4 Stakeholder Meeting #3: Partnership

Consultant shall arrange and conduct Stakeholder Meeting #3 to establish a method for Joint County, CTUIR and ODOT implementation of transit and active transportation improvements. Implementation is expected to be accomplished through respective land use and access permitting review processes, and with roadway improvement projects. The purpose of Stakeholder Meeting #3 is to identify active transportation and transit-related improvement projects that can be integrated with improvements proposed under separate projects and plans. Participants must discuss amendment modifications to County and CTUIR regulatory documents, capital improvement plans, and roadway standards as necessary to remove jurisdictional barriers and reach an agreement to aid implementation.

City shall coordinate invitation and provide meeting location for Stakeholder Meeting #3. Invited participants must include PMT and representatives for City Manager, Executive Director, Transit, Planning, Road Master, Public Works, Health and Economic Development Departments from the County, CTUIR, City and ODOT District 12.

City shall distribute Consultant-provided agenda and meeting materials one week in advance of Stakeholder Meeting #3. City shall prepare and distribute meeting summary one week after Stakeholder Meeting #3.

8.5 PMT Meeting #9

Consultant shall arrange and conduct PMT Meeting #9 via conference call to review Task 8 input and to prepare for work in Task 9. Consultant shall distribute agenda and meeting materials one week in advance and City shall prepare and distribute meeting summary one week after PMT Meeting #9.

8.6 Final Implementation Plan and Revised Policy and Unified Development Code Amendments

Consultant shall prepare Final Implementation Plan based on AC, Stakeholder, and PMT direction. City shall prepare Revised Policy and Unified Development Code Amendments. Consultant shall review City prepared Revised Policy and Unified Development Code Amendments and provide comments.

City Deliverables

- 8.2 Draft Policy and Unified Development Code Amendments
- 8.3 AC Meeting #4 arrangements, participation, and meeting summary
- 8.4 Stakeholder Meeting #3 arrangements, participation, and meeting summary
- 8.5 PMT Meeting #9 participation and meeting summary
- 8.6 Revised Policy and Unified Development Code Amendments

Consultant Deliverables

- 8.1 Draft Implementation Plan
- 8.2 Draft Policy and Unified Development Code Amendments
- 8.3 AC Meeting #4
- 8.4 Stakeholder Meeting #3: Partnership
- 8.5 PMT Meeting #9
- 8.6a Final Implementation Plan
- 8.6b Comments on Revised Policy and Unified Development Code Amendments

TASK 9 Draft Plan Work Sessions

9.1 Draft TSP Pedestrian, Bicycle and Transit Update

Consultant shall prepare Draft TSP Pedestrian, Bicycle and Transit Update, an update of the 2007 TSP, which incorporates the technical memorandums, maps, graphics and reports produced throughout the Project, including an executive summary. Draft TSP Pedestrian, Bicycle and Transit Update is intended to be an amendment that will be adopted as an addendum to the 2007 TSP.

Consultant shall use earlier deliverables as the basis for the Draft TSP Pedestrian, Bicycle and Transit Update and make updates to incorporate input.

Consultant shall provide Draft TSP Pedestrian, Bicycle and Transit Update to the PMT for review and distribution for the upcoming Work Sessions.

9.2 Legislative Findings and Ordinance Recommendations

Consultant shall prepare Legislative Findings and Ordinance Recommendations. Legislative Finding and Ordinance Recommendation must document proposed Amendments' compliance with the applicable Statewide Planning Goals and Administrative Rules, including the Transportation Planning Rule. City shall provide Consultant with a sample or samples of Legislative Findings and Ordinances on which to base the drafts developed under this subtask.

Consultant shall provide Legislative Findings and Ordinance Recommendations electronically as well as one hard copy to both City and APM.

9.3 35-Day Notice

City shall prepare 35-day Notice to Department of Land Conservation and Development in accordance with ORS 197.610. City shall submit 35-Day Notice in a timely fashion to enable the hearing process to proceed on schedule.

9.4 Planning Commission Work Session and City Council Work Session

City shall arrange and conduct two separate work sessions: a Planning Commission Work Session and a City Council Work Session. City shall distribute copies of the Draft TSP Pedestrian, Bicycle and Transit Update and Revised Policy and Unified Development Code Amendment in advance of the work sessions.

Consultant shall attend and present a PowerPoint presentation and handouts with key findings of the documents and the planning process. City's participants on the AC will be asked to participate in the work sessions.

City shall distribute invitations for hearings to AC, stakeholders and PMT. City shall prepare and distribute local media notice and provide legal notice. City shall document the comments at each work session and prepare a meeting summary and provide to PMT.

City Deliverables

- 9.3 35-Day Notice
- 9.4 Planning Commission Work Session and City Council Work Session
- 9 Review and comment on draft Consultant deliverables

Consultant Deliverables

- 9.1 Draft TSP Pedestrian, Bicycle and Transit Update
- 9.2 Legislative Findings and Ordinance Recommendations
- 9.4a Planning Commission Work Session
- 9.4b City Council Work Session

TASK 10 Final Plan and Adoption

10.1 Final TSP Pedestrian, Bicycle and Transit Update

Consultant shall prepare Final TSP Pedestrian, Bicycle and Transit Update that responds to comments and concerns raised at the Planning Commission and City Council Work Sessions. Consultant shall provide

Final TSP Pedestrian, Bicycle and Transit Update electronically as well as one hard copy to the City for its distribution and 5 hard copies to the APM.

10.2 Final Policy and Unified Development Code Amendments

Based on direction from the Planning Commission, City Council and PMT, City shall prepare Final Policy and Unified Development Code Amendments to implement the Final TSP Pedestrian, Bicycle and Transit Update and ensure consistency with the Transportation Planning Rule, including provisions for the development of the Pendleton Airport Industrial Park. City shall provide Final Policy and Unified Development Code Amendments electronically to PMT as well as 5 hard copies to the APM.

10.3 Planning Commission Hearing and City Council Hearing

City shall arrange and conduct two separate hearings: a Planning Commission Hearing and a City Council Hearing. Consultant shall attend both hearings and present a PowerPoint summary of the Final TSP Pedestrian, Bicycle and Transit Update and Final Policy and Unified Development Code Amendments. City shall distribute invitations for hearings to AC, stakeholders and PMT. City shall prepare and distribute local media notice and provide legal notice.

City shall prepare summaries of Planning Commission Hearing and City Council Hearing and provide to PMT.

10.4 Adoption Notice

City shall prepare and submit Adoption Notice to Department of Land Conservation and Development based on the outcomes of the City Council Hearing.

10.5 Title VI Reporting

City shall prepare and submit to APM Title VI Reporting, a report to document project process and outreach for all income, race, gender and age groups, including methods of outreach used as well as strategies to avoid or mitigate negative project impacts.

City Deliverables

- 10.2 Final Policy and Unified Development Code Amendments
- 10.3 Planning Commission Hearing and City Council Hearing participation
- 10.4 Adoption Notice
- 10.5 Title VI Reporting

Consultant Deliverables

- 10.1 Final TSP Pedestrian, Bicycle and Transit Update
- 10.3a Planning Commission Hearing
- 10.3b City Council Hearing

Project Schedule

Task	Description	Schedule
1.0	Reconnaissance Kick-Off	
1.1	Background Documents	July 2015
1.2	PMT Meeting #1: Project Initiation Conference	July 2015
1.3	PMT Meeting #2: Scoping Tour	August 2015
1.4	Existing Transportation System Inventories	August 2015
1.5	AC Roster	July 2015
1.6	Technical Memorandum #1: Plan, Goals and Policies	August - 2015
1.7	Technical Memorandum #2: Vision Statement and Transportation Access Evaluation Matrix	August -2015
2.0	Citizen, Public and Agency Involvement	
2.1	Public Outreach	August 2015 - June 2016
2.2	Youth Workshops #1	September 2015
2.3	Transportation Options Field Tour: Bus Excursion	September 2015
2.4	AC Meeting #1	September 2015
2.5	Stakeholder Meeting #1: Transit Providers	September 2015
2.6	Stakeholder Meeting #2: SRTS Table Event	September 2015
2.7	PMT Meeting #3	September 2015
3.0	Modal and Land Use Analysis	
3.1	Technical Standards Memorandum	September 2015
3.2	Technical Memorandum #3: Existing and Future Transit Operation and Transportation System Assessment	September - October 2015
3.3	Active Transportation and Transit Toolbox	October 2015
3.4	AC Meeting #2	October 2015
3.5	Public Workshop, Promotional Flier and Media Notice	October 2015
3.6	PMT Meeting #4	October 2015
4.0	Outreach	
4.1	Transit Survey	October -November 2015
4.2	Interactive Online Map	October -November 2015
4.3	PMT Meeting #5	October 2015
5.0	Funding	
5.1	Technical Memorandum #4: Transit Resources and Transportation Funding	October - November 2015
5.2	Charrette Promotional Flier and Media Notice	November 2015
5.3	PMT Meeting #6	November 2015

Task	Description	Schedule
6.0	Alternatives and Designs	
6.1	Transit Center Conceptual Designs	November 2015 - January 2016
6.2	Multi-Use Trail Concept and Transit-Supportive Illustrations	November 2015 - January 2016
6.3	Design Report: Street and Path Standards	November 2015 – January 2016
6.4	Transit Center and Active Transportation System Charrette	November 2015
6.5	Technical Memorandum #5: Analysis of Alternative Travel Conditions	November – January 2016
6.6	Capital Project Evaluation Report and Cost Estimates	November 2015 – January 2016
6.7	Future Bicycle, Pedestrian, and Transit Inventory Maps with Regional Connections	November 2015 – January 2016
6.8	Health Impact Analysis	November 2015 – January 2016
6.9	AC Meeting #3	January 2016
6.10	PMT Meeting #7	January 2016
7.0	Standards and Partnership Opportunities Assessment	
7.1	Freight Stakeholder Packet	January -February 2016
7.2	Youth Workshops #2	February 2016
7.3	TSP Pedestrian, Bicycle and Transit Update Open House, Promotional Flier and Media Notice	February 2016
7.4	PMT Meeting #8	February 2016
8.0	Draft Implementation Plan Outreach	
8.1	Draft Implementation Plan	February - March 2016
8.2	Draft Policy and Unified Development Code Amendments	February - March 2016
8.3	AC Meeting #4	March 2016
8.4	Stakeholder Meetings #3: Partnership	March 2016
8.5	PMT Meeting #9	March 2016
8.6	Final Implementation Plan and Revised Policy and Unified Development Code Amendments	March – April 2016
9.0	Draft Plan Work Sessions	
9.1	Draft TSP Pedestrian, Bicycle and Transit Update	March – April 2016
9.2	Legislative Findings and Ordinance Recommendations	March – April 2016
9.3	35-Day Notice	March - April 2016

Task	Description	Schedule
9.4	Planning Commission Work Session and City Council Work Session	May 2016
10.0	Final Plan and Adoption	
10.1	Final TSP Pedestrian, Bicycle and Transit Update	May – June 2016
10.2	Final Policy and Unified Development Code Amendments	May – June 2016
10.3	Planning Commission Hearing and City Council Hearing	June 2016
10.4	Adoption Notice	June 2016
10.5	Title VI Reporting	June 2016

CONSULTANT AMOUNTS PER DELIVERABLE

Task	Description	Total Fixed Amount Payable to Consultant Per Deliverable
1.0	Reconnaissance Kick-Off	
1.2	PMT Meeting #1 agenda and facilitation	\$500
1.3	PMT Meeting #2	\$10,350
1.4	Existing Transportation System Inventory summaries and maps	\$5,650
1.6	Technical Memorandum #1: Plan, Goals and Policies	\$5,200
1.7	Technical Memorandum #2: Vision Statement and Transportation Access Evaluation Matrix	\$2,750
	Subtotal	\$24,450
2.0	Citizen, Public and Agency Involvement	
2.2	Youth Workshops #1	\$4,250
2.3	Transportation Options Field Tour: Bus Excursion	\$1,500
2.4	AC Meeting #1	\$2,050
2.5	Stakeholder Meeting #1: Transit Providers	\$1,550
2.6	Stakeholder Meeting #2: SRTS Table Event	\$5,050
2.7	PMT Meeting #3	\$550
	Subtotal	\$14,950
3.0	Modal and Land Use Analysis	
3.1	Technical Standards Memorandum	\$1,150
3.2	Technical Memorandum #3: Existing and Future Transit Operation and Transportation System Assessment	\$19,400
3.3	Active Transportation and Transit Toolbox	\$6,000

<i>Task</i>	<i>Description</i>	<i>Total Fixed Amount Payable to Consultant Per Deliverable</i>
3.4	AC Meeting #2	\$4,450
3.5	Public Workshop, Promotional Flier and Media Notice content	\$7,150
3.6	PMT Meeting #4	\$400
	Subtotal	\$38,550
4.0	Outreach	
4.1	Transit Survey Questions	\$1,150
4.2	Interactive Online Map	\$950
4.3	PMT Meeting #5	\$750
	Subtotal	\$2,850
5.0	Funding	
5.1	Technical Memorandum #4: Transit Resources and Transportation Funding	\$4,450
5.2	Charrette Promotional Flier and Media Notice content	\$400
5.3	PMT Meeting #6	\$850
	Subtotal	\$5,700
6.0	Alternatives and Designs	
6.1	Transit Center Conceptual Designs	\$2,850
6.2	Multi-Use Trail Concept and Transit-Supportive Illustrations	\$5,950
6.3	Design Report: Street and Path Standards	\$6,050
6.4	Transit Center and Active Transportation System Charrette	\$7,050
6.5	Technical Memorandum #5: Analysis of Alternative Travel Conditions	\$13,850
6.6	Capital Project Evaluation Report and Cost Estimates	\$6,150
6.7	Future Bicycle, Pedestrian, and Transit Inventory Maps with Regional Connections	\$6,050
6.8	Health Impact Analysis	\$2,500
6.9	AC Meeting #3	\$6,850
6.10	PMT Meeting #7	\$950
	Subtotal	\$58,250
7.0	Standards and Partnership Opportunities Assessment	
7.1	Freight Stakeholders Packet	\$2,050
7.2	Youth Workshop #2	\$3,050
7.3	TSP Pedestrian, Bicycle and Transit Update Open House, Promotional Flier and Media Notice content	\$6,000
7.4	PMT Meeting #8	\$950
	Subtotal	\$12,050

<i>Task</i>	<i>Description</i>	<i>Total Fixed Amount Payable to Consultant Per Deliverable</i>
8.0	Draft Implementation Plan Outreach	
8.1	Draft Implementation Plan	\$4,700
8.2	Draft Policy and Unified Development Code Amendments	\$3,100
8.3	AC Meeting #4	\$3,150
8.4	Stakeholder Meetings #3: Partnership	\$1,600
8.5	PMT Meeting #9	\$950
8.6a	Final Implementation Plan	\$650
8.6b	Comments on Revised Policy and Unified Development Code Amendments	\$900
	Subtotal	\$15,050
9.0	Draft Plan Work Sessions	
9.1	Draft TSP Pedestrian, Bicycle and Transit Update	\$9,800
9.2	Legislative Findings and Ordinance Recommendations	\$2,350
9.4a	Planning Commission Work Session	\$3,400
9.4b	City Council Work Session	\$2,950
	Subtotal	\$18,500
10.0	Final Plan and Adoption	
10.1	Final TSP Pedestrian, Bicycle, and Transit Update	\$3,650
10.3a	Planning Commission Hearing	2,400
10.3b	City Council Hearing	\$2,300
	Subtotal	\$8,350
	Project Total	\$198,700

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 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 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 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 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.

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

EXHIBIT D

Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

- 1. Federal Award Identification: 0000(221)
- 2. Grantee Name (which must match the name associated with 3 below): City of Pendleton
- 3. Grantee's unique entity identifier (i.e. DUNS number): 010745156
- 4. Federal Award Identification Number (FAIN): 0000(221)
- 5. Federal Award Date: July 1, 2013
- 6. Period of Performance Start and End Date: From July 2015 to June 2016
- 7. Total Amount of Federal Funds Obligated by this Agreement: \$198,700

A. Total Amount of Federal Award: \$198,700

Federal award project description: 2013-15 Transportation and Growth Management Program

Name of Federal awarding agency: FHWA

Contact information for awarding official: Linda Swan

Indirect cost rate: 0%

i.a. CFDA Number and Name: 20.205 - Highway Planning and Construction

i.b. Amount: \$198,700

ii.a. CFDA Number and Name: _____

ii.b. Amount: _____

iii.a CFDA Number and Name: _____

iii.b Amount: _____

B. Total Amount of Federal Award: _____

Federal award project description: _____

Name of Federal awarding agency: _____

Contact information for awarding official: _____

Indirect cost rate: _____

i.a. CFDA Number and Name: _____

i.b. Amount: _____

ii.a. CFDA Number and Name: _____

ii.b. Amount: _____

iii.a CFDA Number and Name: _____

iii.b Amount: _____

C. Total Amount of Federal Award: _____

Federal award project description: _____

Name of Federal awarding agency: _____

Contact information for awarding official:

Indirect cost rate: _____
i.a. CFDA Number and Name: _____
i.b. Amount: _____
ii.a. CFDA Number and Name: _____
ii.b. Amount: _____
iii.a. CFDA Number and Name: _____
iii.b. Amount: _____

8. Total Amount of Federal Funds Obligated to Grantee: \$198,700

9. Is Award R&D? ___ Yes X No

EXHIBIT D
ELIGIBLE PARTICIPATING COST

DESCRIPTION

PERSONNEL SERVICES

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

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

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

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

SERVICES AND SUPPLIES

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

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

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

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

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

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

Office Expense

Direct Project Expenses Including:

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

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

Postage - Payment for direct project postage.

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

Telecommunications

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

Publicity & Publication

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

Conferences (costs to put on conference or seminars)

Equipment \$250 - \$4,999

NOT ELIGIBLE

Employee Training, Excluding Travel

NOT ELIGIBLE

Training In-State Travel

NOT ELIGIBLE

CAPITOL OUTLAY

NOT ELIGIBLE

