

INTERGOVERNMENTAL AGREEMENT

City of John Day, Innovation Gateway Area Plan

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

RECITALS

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

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

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

4. By authority granted in 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 (including City's Matching Amount) disbursed under this Agreement, which disbursements consist of the City's Amount and the Consultant’s Amount. ODOT may use any of the City’s Matching Amount to substitute for an equal amount of the federal FAST Act funds used for the Project or use such funds as matching funds.

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

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

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

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

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

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

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. Further, ODOT's obligation to make any disbursements under this Agreement is subject to payment of the City's Matching Amount by City to ODOT. This Agreement terminates on April 30, 2020 ("Termination Date").

B. Grant Amount. The Grant Amount which includes City's Matching Amount of \$27,000 shall not exceed \$192,150.

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

D. Consultant's Amount. The Consultant's Amount shall not exceed 192,150.

E. City's Matching Amount. The City's Matching Amount is \$27,000. City shall pay ODOT the City's Matching Amount at time of the signing of this Agreement

SECTION 3. RESERVED

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

A. City represents and warrants to ODOT as follows:

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

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

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

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

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

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

B. As federal funds are involved in this Grant, City, by execution of this Agreement, makes the certifications set forth in Exhibits B and C. For purposes of the certifications in Exhibits B and C, references to "Contractor" shall be deemed references to City.

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 the federal Fixing America's Surface Transportation Act ("FAST Act"), local government, and State of Oregon funds.

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

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

J. Single Audit Act Requirements. The TGM Program receives FAST Act 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.

(1) Subrecipients receiving federal funds in excess of \$750,000 in the subrecipient’s fiscal year are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. The Grantee, if subject to this requirement, shall at its own expense submit to ODOT a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to ODOT the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of the Grantee responsible for the financial management of funds received under this Agreement.

(2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If the Grantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant received under this Agreement.

(3) The Grantee shall save, protect and hold harmless ODOT from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Agreement. The Grantee acknowledges and agrees that any audit costs incurred by the Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between the Grantee and the State of Oregon.

Exhibit E sets out the information required by 2 CFR 200.331(a)(1). 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 provide to ODOT’s Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:

- (a) The permanent location of Project records (which may be subject to audit);

- (b) A summary of the Total Project Costs; and
- (c) A list of final deliverables.

SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with 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 as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

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

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

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

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

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

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

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

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

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate

in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9(E) with respect to the Third Party Claim.

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

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

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

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including,

without limitation, its validity, interpretation, construction, performance, and enforcement.

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

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

(c) Alternative Dispute Resolution.

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

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

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

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

City

City of John Day

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Jerri Bohard, Division Administrator or
designee
Transportation Development Division

Date: _____

ATTORNEY GENERAL'S OFFICE

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

By: _____
(Official's Signature)

Date: _____

Contact Names:

Nicholas Green
City of John Day
450 E. Main
John Day, OR 97845
Phone: 541-575-0028
Fax: 541-575-3668
E-Mail: greenn@grantcounty-or.gov

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

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

EXHIBIT A
STATEMENT OF WORK
TGM 5A-17
City of John Day
Innovation Gateway Area Plan

Definitions and Acronyms

Agency or ODOT – Oregon Department of Transportation
APM – Agency Project Manager
City or John Day – City of John Day
DLCD – Department of Land Conservation and Development
GIS - Geographical Information System
HDM - Highway Design Manual
PAC – Project Advisory Committee
PMT – Project Management Team
Project – Innovation Gateway Area Plan
QMA - Qualitative Multimodal Assessment
TAC – Technical Advisory Committee
TGM – Transportation and Growth Management
TM – Technical Memorandum
TPAU – Transportation Planning Analysis Unit
TSP – Transportation System Plan
UGB – Urban Growth Boundary

Name: Address: Phone: Fax: Email:	Agency’s Project Manager (“APM”) for the WOC Cheryl Jarvis-Smith ODOT Region 5 3012 Island Avenue La Grande, Oregon 97850 541.963.1574 541963.9079 Cheryl.Jarvis-Smith@odot.state.or.us	Name: Address: Phone: Fax: Email:	Consultant’s Project Manager (“PM”) for the WOC Carl Springer DKS Associates 720 SW Washington St., Suite 500 Portland, Oregon 97205 503.972.1215 503.243.1934 cds@dksassociates.com
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Name: Phone: Email:	Contract Administrator for the WOC Cheryl Jarvis-Smith, Contract Administrator 541.963.1574 Cheryl.Jarvis-Smith@odot.state.or.us	Name: Address: Phone: Fax: Email:	Local Project Manager Nicholas Green, City Manager City of John Day 450 East Main Street John Day, Oregon 97845 541.575.0028 541.575.3668 greenn@grantcounty-or.gov
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Project Purpose and Transportation Relationship and Benefits

The purpose of the Innovation Gateway Area Plan project (“Project”) is to assist the City of John Day (“City”) plan and coordinate redevelopment of the 83-acre riverfront property on the west side of the City to function as a gateway and focal point for the community. The Project will focus on redevelopment of the newly purchased 53-acre former Oregon Pine mill property and adjacent City-owned land in the surrounding area to integrate transportation and development solutions, including a potential school and academic research campus. The Project will update the City’s 1996 Transportation System Plan (“TSP”) and 2009 John Day Local Street Network Plan to support active transportation, promote sustainable growth, and foster healthy community design.

Project Area

The Project Area encompasses an 83-acre area: the 53-acre former DR Johnson Lumber Company Oregon Pine mill site on the west end of the City and a 30-acre City-owned property used for the current wastewater treatment facility (see attached map).

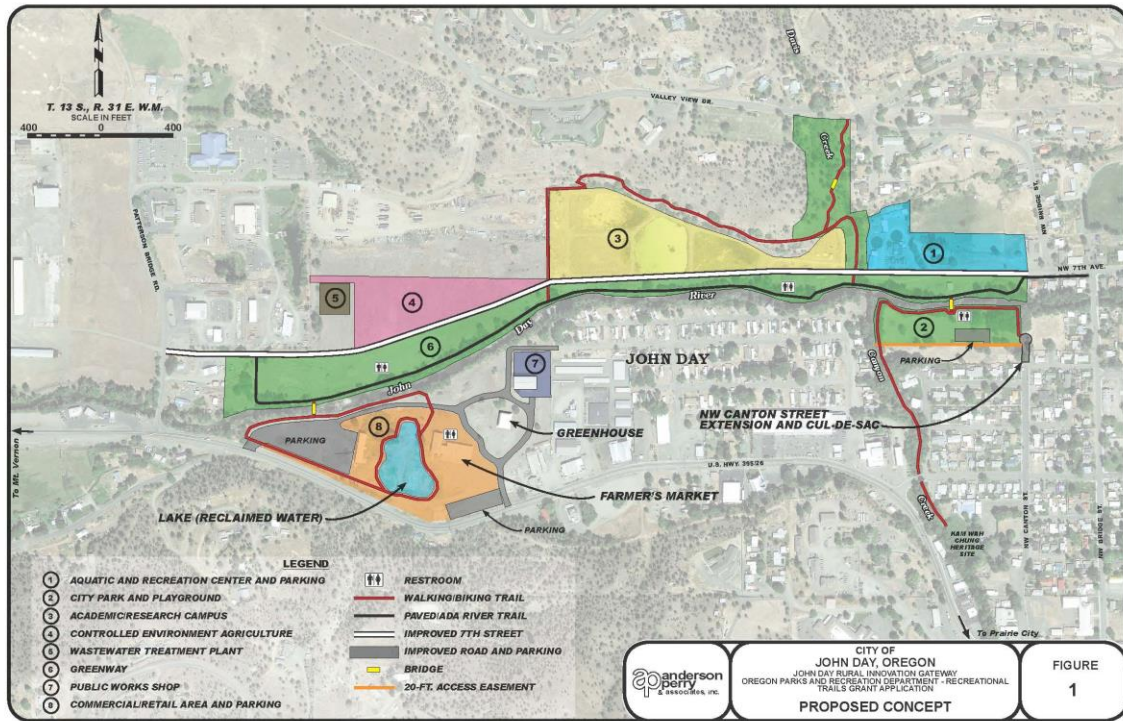


Figure 1: Project Area

The Project Area includes links to nearby cultural/recreational destinations to enhance intermodal connectivity. The former Oregon Pine mill site is located outside the city limits but within the Urban Growth Boundary (“UGB”) adjacent to US 26 /US 395 (W Main Street).

Project will pay particular attention to:

Oregon Pine – Detailed planning for development of the former Oregon Pine mill site to unify design, land uses, and transportation connections. Create a functional space within the property and outside the 100-year floodplain for the City’s new wastewater treatment facility to be constructed in 2020. Integrate reclaimed water infrastructure in open spaces and greenways where appropriate while protecting and enhancing the natural resource values. Identify land areas for future development of commercial, academic, community and recreation assets.

Intermodal Connectivity – Integrate 1996 TSP improvement projects which support future development of a multi-use trail network along the John Day River and Canyon Creek greenways, including planned multimodal connections to 7th Street and US 26/US 395 (W Main Street) in coordination with the Innovation Gateway Area.

Background

John Day is a distressed rural area that has experienced a number of socio-economic issues including the:

- Highest unemployment rate in Oregon since 2012 (6.3 percent as of November 2017);
- Second lowest real market property values and fourth lowest assessed values;
- Third highest rate of population decline with continued loss projected at the rate of -0.5 percent per year;
- Aging critical infrastructure in both public and private sector developments;
- Complex geographic constraints including floodplain mitigation, intensively managed watersheds, wildfires and forest management, coupled with competing interests over the use of public lands and natural resources; and
- Lack of integrated planning resources to allow for appropriate transportation networks such as multi-use trails, sidewalks, and other important infrastructure to be developed.

This lack of cohesion has stifled integrated community development in areas of John Day that are difficult to access and in the community as a whole.

City Council passed Resolution 17-768-04 at a public hearing on May 9, 2017 to approve funds for the purchase of the Oregon Pine property. The public hearing was followed by a community planning meeting attended by 25 local leaders. The new wastewater treatment plant and conceptual plans for the reuse of the wastewater combined with other ideas and proposals are to serve as a catalyst for development.

Project seeks to develop a plan to address the lack of cohesion in City's general transportation planning, using the Project Area as a launching point to realize rezoning goals and extend roads, trails, and other critical transportation infrastructure to make the City better able to attract businesses and retain those who wish to live and work in the rural frontier West.

Project will assist City to create an Innovation Gateway Area Plan through a combination of transportation and land use planning to integrate technology, education and commerce. Generally, this concept includes extending 7th Street to Patterson Bridge Road to connect the City to the 83-acre property that will be redeveloped from a former Oregon Pine industrial mill site to a reusable community space; construct a trail along the John Day River; and developing various connections to wastewater reuse projects, educational areas, and community gathering places.

Key Stakeholders

Stakeholder engagement and public outreach will be an integral part of the Project. Redevelopment could change the face of John Day, creating a new gateway to the City and a new gateway to the City's future. Key stakeholders in the area development process include:

City of John Day. City owns the property to be redeveloped and is responsible for the land use and transportation planning within city limits. Specific stakeholders include the John Day City Council, City Staff, the John Day Planning Commission and John Day residents.

Grant County. A portion of the property is located in Grant County. An intergovernmental agreement between the City and Grant County addresses Grant County's management of the land use activities in the Urban Growth Area consistent with City standards until such time that annexation occurs. Specific stakeholders include the Grant County Court, County Planning Department and the Grant County Planning Commission.

Parks and Recreation. The John Day/Canyon City Parks and Recreation District develops and manages public park facilities in the cities of John Day and Canyon City, and the adjacent areas within the UGBs. Oregon Parks and Recreation Department is also a stakeholder as the Project Area has the potential to facilitate further development of the Kam Wah Chung Heritage Site. Redevelopment of Project Area will integrate with State-owned property along Canyon Creek.

Academic Partners. Several secondary and post-secondary academic partners are interested in co-investing in the Innovation Gateway Area. Grant School District 3 services the cities of John Day, Canyon City, and Seneca, and is interested in academic expansion within John Day including the potential for siting a new school within the Project Area. Higher education institutions are also interested in academic expansion in John Day, specifically Oregon State University, for potential use of the Innovation Gateway Area as an Agricultural Experiment Station for controlled environment agriculture and as a multi-disciplinary higher education campus.

Planning Context

The Innovation Gateway Area Plan will provide planning for development of the former Oregon Pine mill property and adjacent City-owned land to unify design, land uses and transportation connections. City envisions a place where families and the community can take evening walks along the river to greet their neighbors. Alongside the riverfront, they will view state-of-the-art commercial hydroponic greenhouses mixed with natural indoor and outdoor botanical gardens. The Innovation Gateway Area will be a place of beauty and productivity, harmonizing the spirit of Grant County's natural resource industries.

Innovation Gateway Area will house a state-of-the-art wastewater treatment plant with a proposed water reclamation facility, academic campus, agricultural experimental stations, highway frontage improvements, commercial development overlooking the gardens, and include public outdoor venues such as an amphitheater and combination visitor center, convention center and auditorium. Among the alternatives to be considered, a multimodal path will cross the John Day River in two locations to connect communities to the south, and Americans with Disabilities Act compliant transit options will be explored to further link neighboring cities within Grant County.

City has been hard at work on this concept facilitating community outreach venues in conjunction with the Governor's Regional Solutions Team, Oregon Solutions, Portland State University's Oregon's Kitchen Table and the Ford Family Foundation. City is in the process of

completing a feasibility study to assess the potential for the hydroponic gardening and has obtained funds for various pieces of this vision in the past year.

The following is a partial list of pending/awarded City projects that will be coordinated with this Project:

- John Day 7th Street Bike Park, Collins Foundation and Oregon Parks and Recreation Department Recreational Trails Program Grant
- Design-Build Pilot-Scale Greenhouse, Sewer Fund
- New Wastewater Treatment Facility, Business Oregon and Oregon Water Resources Department
- Digital Network Fiber Optic Broadband Service, Oregon Legislature, City 9-1-1 Funds
- Higher education academic research campus, Oregon Research Universities
- Housing and Urban Renewal Plan, Business Oregon and Department of Land Conservation and Development (“DLCD”)

Project is needed to resolve transportation and land use related issues affecting project readiness and to create an action plan to fund and implement an organized strategy in the most beneficial way for the community. Innovation Gateway Area Plan will act as the primary document governing future development activity in the Project Area.

Project will reimagine the transportation infrastructure in the community and allow for the City to support active transportation, promote sustainable growth, and foster healthy community design. Project provides an opportunity to consider rezoning land to achieve Project Objectives identified below. Project will recommend changes to the UGB to facilitate plan implementation and recommend conditions under which annexation can occur. Project will analyze multiple alternatives to produce the desired community outcomes and will be tailored to serve as a step-by-step implementation plan, including planning and local permitting requirements, cost estimates, funding methods, and implementation strategies.

Project will provide a framework for comprehensive planning, financing, and ultimately, implementation of this vision. Innovation Gateway Area Plan is anticipated to be adopted by amendment, into 1996 TSP, Land Use and Development Code, Comprehensive Plan, zoning maps and ordinances required for implementation.

Project Objectives

Innovation Gateway Area Plan and implementing ordinances will:

- Support development of the former Oregon Pine mill site and adjacent City-owned land to unify design, land uses and transportation connections.
- Rebrand John Day as a thriving rural community to retain residents, attract visitors and sustainable commerce.
- Identify an area for the new wastewater treatment plant to be constructed outside the 100-year floodplain.

- Create a community destination attraction focused on rural innovation and rural value creation to support infill development and a multimodal transportation system.
- Create a beautiful and scenic environment to promote inviting community gathering places and launch new opportunities through transit supportive urban designs.
- Provide active transportation choices to serve all ability levels and provide a safe and comfortable user experience.
- Restore public access to the riverfront on both sides of the John Day River and enhance the greenbelt along Canyon Creek to link recreational areas and neighborhoods.
- Improve efficiency in use of land and public infrastructure investments so they become vibrant places.
- Enhance planned and existing amenities which support conservation and renewable energy.
- Apply smart growth development strategies to optimize collaboration and leverage public-private partnerships.
- Capitalize on natural assets that improve livability and health of the community.

Phased Approach

The City is contemplating a phased approach to the Project Area development.

Phase 1. The first phase consists of the area to the southeast of the John Day River adjacent to US 26/US 395. Proposed developments in this area include street access to the new Public Works Building, a 5,000-6,000 SF commercial-scale greenhouse, redeveloping the planar shed to create an open-air market, and associated parking, accessibility and underground utilities. This phase also is contemplating construction of the riverfront trail from 7th Street to the bridge at the former Oregon Pine mill and improvements to the bridge (new deck and handrails) and creating a water catchment area on the south side of the John Day River to mitigate seasonal runoff.

Phase 2. This phase includes the area to the northwest of the John Day River. Proposed developments in this area include the new wastewater treatment facility and street improvements servicing the facility, including vehicle access to Patterson Bridge Road. This phase also includes extending 7th Street from its current terminus at Bridge Street west to Patterson Bridge Road.

Phase 3. This phase consists of decommissioning the former treatment plant and associated infrastructure and redeveloping the percolation ponds into useful greenways, botanical gardens and greenhouses. A future recreational pond for storing and re-using reclaimed water will be developed in Phase 3 on the south side of the John Day River. This phase also is contemplating site preparation for a future academic campus on the north side of the river.

Phase 4. The fourth and final phase will be the development of the commercial improvements on the southwest quadrant of the Innovation Gateway Area including an indoor/outdoor restaurant, visitor center and other commercial facilities. This phase could connect a future hotel to the Innovation Gateway Area and includes streetscape

improvements to US 26/US 395. Other commercial facilities such as an outdoor amphitheater and convention center may also be developed in this phase.

Project Expectations

This statement of work describes the responsibilities of all entities that are involved in this project. Unless otherwise specified:

Expectations about Written and Graphic Products

Consultant shall provide all interim text deliverables electronically, in MSWord and PDF or as otherwise 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, maps, and other concept graphic deliverables in AutoCAD, Photoshop or Illustrator-compatible files (for design drawings only), a Geographical Information System (“GIS”) format or Adobe Illustrator for maps, and in PDF format electronically to both the City and APM simultaneously. Other formats may be acceptable as determined by PMT. All maps and graphics must be clear and understandable. All maps and graphics must be readable and reproducible in commonly available paper sizes (8 ½”x11” or 11”x17”).

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. Qualitative Multimodal Assessment (“QMA”) to the City, Oregon Department of Transportation’s (“ODOT”) Transportation Planning Analysis Unit (“TPAU”), and the ODOT 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 land development code language must be prepared as final regulatory statements of the local government. Final plan, plan amendments, land development code, and land development code amendments must include all necessary amendments or deletions to existing local government plans or land 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 Fixing American's Surface Transportation Act ("FAST-Act"), local government, and State of Oregon funds.

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

Final plans, headers and footers, graphics, and other deliverables must not include Consultant names and logos, or TGM or ODOT logos or project codes. Those items may 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, City Manager and City Project Manager 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 throughout the project.

This Project utilizes a Technical Advisory Committee ("TAC") 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. A Project Advisory Committee ("PAC"), a volunteer committee will meet to provide guidance on the Project. City shall contact the TAC and PAC members and secure their services throughout the duration of the Project. For efficiency, TAC and PAC meetings may be scheduled in sequence on the same day or otherwise conducted electronically (e.g., via video conference).

Consultant shall schedule meetings (with logistical support from City), except as noted. City shall arrange and provide meeting space. City shall coordinate distribution of notice, including required notice, for all meetings.

Consultant shall send agenda and documents to be discussed to PMT prior to scheduled meetings. Consultant shall post on Project Webpage, agenda and documents for TAC, PAC and Stakeholders prior to each meeting. Consultant shall prepare and provide summaries of meeting to PMT afterwards, except as noted.

Public Involvement allows residents, businesses, property owners, and area stakeholders an opportunity to provide input into the planning process. City shall consider environmental justice issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. Fair treatment means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations, or the execution of federal, state, local, and tribal programs and policies. Meaningful involvement means that: (1) potentially affected community residents have an

appropriate opportunity to participate in decisions about a proposed activity that 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. Final versions of the Consultant transportation analysis must be stamped by an Oregon-registered Professional Engineer with license being current and in good standing, with expertise in civil or traffic engineering.

- Consultant shall provide all QMA analysis work in electronic format to TPAU.
- Contractor shall allow two weeks for review of written and analysis deliverables or as agreed to by the APM.
- Contractor shall furnish written and electronic documentation for all assumptions, data, calculations, and results. This includes paper and computer files (i.e. spreadsheets and analysis software files).

Other Expectations

A Landscape Architect and an Urban Designer or Land Use Planner shall conduct analysis appropriate for those disciplines.

Task 1 Project Reconnaissance

1.1 PMT Meeting #1: Teleconference

Consultant shall arrange and conduct PMT Meeting #1: Teleconference to initiate the Project. The purpose of PMT Meeting #1 is to ensure Project Objectives, statement of work, roles, assignment and deliverables are clearly understood and to review data requirements, documents and maps. Consultant shall discuss a refined project schedule of events including dates for the Task 2 meetings. PMT shall confer on PAC and TAC participants, and upcoming work in Tasks 1 and 2.

1.2 Background Information

City shall compile Background Information and provide Consultant key documents to review in developing the Innovation Gateway Area Plan and accompanying policy background for the Project:

City

- 2009 Comprehensive Plan

- Zoning, Land Use and Development Code
- Road Standards
- 1996 TSP
- 2009 John Day Local Street Network Plan
- Capital Improvement Plan
- Water and Sewer Plan
- Wastewater Facilities Plan Update,
- Reclaimed Water Feasibility Study
- FEMA flood remapping project information—including hydraulic models if available
- Trail plans and location of informal/unimproved pathways
- Historic photos
- Topography maps
- Pending plans within Project Area
- 2017 Incentivizing New Home Construction in John Day (City Housing Needs Analysis)
- 2017 Oregon Kitchen Table Survey Summary
- Oregon Pine environmental review
- City Economic Opportunities Analysis
- Chamber Strategic 3-Year Plan
- Available GIS data (environmental, transportation, land use, etc.)
- Any other relevant local plans, studies, and inventories related to the Project.

County

- Grant County TSP
- Grant County Human Services Coordinated Plan
- People Mover transit route
- John Day/Canyon City Parks and Recreation District plans
- Comprehensive Plan designation
- County Zoning, existing land uses, and data related to Project Area.

State

- Oregon Transportation Plan
- Oregon Highway Plan
- Oregon Bicycle and Pedestrian Plan
- 2012 Highway Design Manual (“HDM”)
- Transportation Planning Rule (Oregon Administrative Rule Chapter 660, Division 012) (“TPR”), and No Reduction of Vehicle-Carrying Capacity (Oregon Revised Statute 366.215) (available at <http://Oregon.gov/odot/td/tp/ORS366.215>).

City shall identify changes to the existing transportation facilities inventory data in the Project Area that occurred since the 1996 TSP was last updated. City shall provide this information to Consultant to review before work commences on Task 2.

1.3 Technical Memorandum (“TM”) #1: Public Involvement Plan

Consultant shall develop a brief memo outlining the public process and public involvement program. TM #1 must include a simple project schedule/process diagram and highlight public involvement opportunities. The decision-making process and committee/stakeholder representation will be included in TM #1.

Consultant shall provide TM #1 to PMT for review.

1.4 Project Branding

Consultant shall prepare a draft and final “look” or “branding” of public information materials for approval by the City. Consultant shall create consistent templates for Project written and graphic materials, including color schemes and title blocks.

1.5 Project Webpage

City shall develop and maintain a Project Webpage. Initial material provided by Consultant for the Project Webpage must include an overview of Project Objectives, refined project schedule showing major tasks and tentative dates for public meetings and deliverables, and a list of Project deliverables.

City shall maintain a log of public comments received through the Project Webpage and forward to Consultant to incorporate into summaries of public input prepared after each outreach event.

PAC and TAC materials and public outreach notices must be posted on Project Webpage prior to the meetings.

Consultant shall coordinate with City to provide links to Online Open Houses that can link from the City’s Webpage.

1.6 Project Area Maps

Consultant shall prepare Project Area Maps using GIS with refinements made for clarity using Illustrator or similar software. Project Area Maps must identify parcel scale data showing the land uses, tax lots, parcel boundaries, ownerships, street right-of-ways, easements, utilities, street names, informal/unimproved pathways, walking and bicycling facilities, bus routes, topography, natural features, creek, structures, parks, neighborhoods, walk-sheds and other key determinants of neighborhood-scale relationships displayed on top of aerial photo base. Project Area Maps must be formatted for use at presentation scale and report scale. A simple Project Area Map must serve as the base map for use in the remaining tasks.

1.7 Project Advisory Committee Roster

City shall form the PAC, a volunteer committee. PAC will meet as described in this statement of work to review Project deliverables and provide guidance on the Project. PAC includes representatives of:

- Project Area residents, land owners, and business leaders
- Major employers near the Project Area

- Members of City committees, commissions and service groups
- School Groups (Parent Teacher Association, Booster Club)
- Youth Groups (Future Business Leaders of America, Future Farmers of America, High School Class Officers)
- John Day/Canyon City Parks and Recreation District
- Oregon Parks and Recreation: Kam Wah Chung State Heritage Site
- Business Oregon
- Grant County Safe Communities Coalition
- Community Health Needs Assessment Team
- Grant County Veteran Services
- Grant County Senior Center
- Grant County Fairgrounds Board
- Grant County Industrial Park Board
- Emergency Response Provider
- Blue Mountain Eagle
- Luce Long Ditch Company
- Housing Authority
- Citizens interested in land use, environmental or transportation issues in the Project Area.

City shall schedule and provide logistics for PAC meetings.

City shall maintain Stakeholder Mailing List of citizens expressing interest in the Project, including the PAC, for notification of Project progress, meetings, and presentations. City shall invite people to join the Stakeholder Mailing List.

1.8 Technical Advisory Committee Roster

City shall form the TAC, a committee consisting of staff from City and County, and topical experts relevant to the Project. TAC will meet to review Project deliverables and provide guidance on legal requirements, generally accepted methods of analysis, inter-jurisdictional coordination and similar technical issues.

City shall invite up to 15 stakeholders to participate on the TAC and provide roster to PMT for review and comment. TAC is expected to include representatives of Public Works, Planning Commission, City Council, Grant County Economic Development, Grant County Planning, Grant County Health Department, Grant County Road Master, ODOT District 14, School District, DLCD, People Mover transit provider, Chamber, local artists, and supporters of skateboarding, bicycling and walking.

The City shall schedule and provide logistics for TAC meetings.

City Deliverables

- 1.1 PMT Meeting #1: Teleconference
- 1.2 Background Information
- 1.4 Branding approval

- 1.5 Project Webpage
- 1.7 PAC Roster and Stakeholder Mailing List
- 1.8 TAC Roster

Consultant Deliverables

- 1.1 PMT Meeting #1: Teleconference
- 1.2 Background Information review
- 1.3 TM #1: Public Involvement Plan
- 1.4 Project Branding
- 1.5 Initial Webpage Material
- 1.6 Project Area Maps

Task 2 Context and Site Analysis

2.1 Transportation Technical Standards Coordination

Consultant shall prepare Transportation Technical Standards Coordination, a memo documenting methodology and assumptions to be used for existing and future QMA of auto, bicycle, pedestrian, and transit facilities in the Project Area. Consultant shall submit to and obtain approval of methodology from TPAU and Region 5 Traffic Section prior to beginning TM #2 analysis.

2.2 TM #2: Baseline Transportation System Opportunities and Needs Assessment

Consultant shall prepare TM #2: Baseline Transportation System Opportunities and Needs Assessment, an assessment of the baseline existing and planned transportation system, including the presence of transit supportive conditions.

Traffic Counts

Consultant shall collect 24-hour vehicle class and speed data on US 26/US 395 (W Main Street) between NW Patterson Bridge Road to NW 3rd Avenue. Truck percentages must be identified using count data and State Highway vehicle classification data (truck percentages) available at: <http://oregon.gov/ODOT/TD/TDATA/Pages/tsm/tvt.aspx>

Multimodal Assessment

Consultant shall conduct a QMA to analyze auto, pedestrian, bicycle, and transit conditions for US 26/US 395 and collector and arterial roadways within the Project Area. Consultant shall prepare QMA Maps.

Active Transportation

Consultant shall map City's existing trail network along with sidewalk locations, marked crosswalks, and bicycle facility locations in the Project Area.

Transit

Consultant shall identify existing transit services within and connecting to Project Area, underserved areas, current ridership patterns (as available from the transit service providers) and transportation-related census data (citywide demographics and current commute patterns).

Consultant shall provide a qualitative assessment of the strengths and weaknesses of transit facilities (transit stops, transit center and park-and-ride facilities).

Safety

Consultant shall obtain the last five years of crash data (2011 through 2016) from ODOT's Crash analysis and Reporting Unit for state highway segments in the Project Area. Consultant shall identify crash patterns. Segment crash rates must be compared with ODOT's crash rate Table II for similar facilities.

Consultant shall identify roadway and waterway (John Day River and Canyon Creek) crossing safety issues, constraints, and opportunities to improve connectivity.

Opportunities and Needs Assessment

Consultant shall document City-identified under-utilized right of ways that could provide potential off-street greenway path sections, including a separated regional trail facility.

Consultant shall summarize identified transportation system deficiencies and planned improvements near the Project Area based on 1996 TSP and 2009 Local Street Plan. The review must strive to identify areas of potential right-of-way constraints due to encroachment, topography issues, bridge restrictions, or other physical barriers.

Consultant shall identify auto, bicycle, transit and pedestrian needs based on the QMA performed for the Project Area. Needs must address failure to satisfy Project Objectives as well as deficiencies that reflect failure to meet measureable standards.

Consultant shall identify opportunities and constraints for enhancements to transportation system within the Project Area. TM #2 must include illustrations to clearly explain opportunities and constraints.

Consultant shall provide TM #2 to PMT for review.

2.3 TM #3: Existing Conditions Assessment

Consultant shall prepare TM #3: Existing Conditions Assessment, a review of existing conditions, opportunities and constraints governing planning of land and annexation to accommodate development of the Innovation Gateway Area and identifying opportunities to incorporate sustainable green and interpretive features to enhance nature and cultural resource management. The assessment must include a review of available existing data and information.

Consultant shall assess development potential and feasibility based on site criteria such as location, parcel size, availability, utilities, zoning and other factors, including certain conditions of intergovernmental agreements with Grant County and special districts, and requirements for access to urban services. The assessment must strive to identify potential resource management opportunities and issues that may need to be addressed in future project refinement, design and construction.

Consultant shall explore opportunities to promote efficient land use and urban services in the community that furthers the Project Objectives. Consultant shall review regulatory conditions, including current policy and plans; identify surrounding urban characteristics, physical conditions of existing structures, environmental impact and permitting issues, locations of recent and ongoing development, and other appropriate factors.

This assessment is expected to entail examples of potential changes in zoning designations associated with new land uses, as needed to create opportunities that can be supported in the Project Area and are consistent with the community's vision for the Project Area, including relevancy for local energy development, workforce housing, conservation and sustainability. Consultant shall explore implications of changing demographics and general prospects for applying strategies which protect and enhance downtown and smart growth within the context of the City and Grant County.

TM #3 must address natural and cultural elements, including:

- Federal Emergency Management Agency floodplains and floodway designations
- Wetlands and waterways and associated regulations
- Habitat potential for threatened and endangered species, as well as regulations associated with their protection
- Known hazardous material sites
- Known cultural and historic resources or potential for these
- Topographic constraints (i.e. steep slopes)
- Socioeconomic considerations, Title VI populations

Consultant shall lead the planning-level assessment of John Day River conditions. Assessment is intended to identify significant environmental issues that may enhance or conflict with full development of the Project Area. The results are designed to apprise the City of the scope of potential permitting issues, expected order of magnitude of environmental mitigation measures, and areas needing refinement or more specific environmental analysis prior to land use development and associated infrastructure development.

Consultant shall distribute Draft TM #3 to PMT for review.

City Deliverables

None

Consultant Deliverables

2.1 Transportation Technical Standards Coordination

2.2 TM #2: Baseline Transportation System Opportunities & Needs Assessment

2.3 TM #3: Existing Conditions Assessment

Task 3 Outreach

3.1 Draft TM #4: Vision Statement and Guiding Principles

Consultant shall review Background Information and prepare Draft TM #4: Vision Statement and Guiding Principles to guide the Project. Draft TM #4 must include a proposed Vision Statement, goals and an overview of Background Information, with emphasis on smart growth development, workforce housing, transit and active transportation. An Evaluation Matrix must be included to guide development and evaluation of solutions in Task 5. Evaluation Matrix must include criteria on the feasibility of implementation given Project Objectives, existing right-of-way, constraints of built environment, environmental impacts and mitigation, costs, risks, benefits, and other community goals as identified in earlier TMs.

Consultant shall provide Draft TM #4 to PMT for review and comment. Consultant shall distribute revised Draft TM #4 to TAC and PAC.

3.2 PMT Meeting #2: Project Tour

Consultant shall schedule and facilitate PMT Meeting #2: Project Tour as a site visit to share necessary information and gain understanding of local transportation, environmental and land use issues. Consultant shall field verify critical elements of the transportation system inventory within the Project Area. PMT Meeting #2 must occur on site and informally discuss TMs #1-to #4, current land and street development standards, active transportation design needs for consideration in later tasks, connectivity constraints and discuss potential strategies for linking systems. Consultant shall solicit input on how the transportation system can support community economic and other goals, including infill, recreation and quality public spaces.

PMT Meeting #2 must be conducted as a tour of the Project Area. City shall coordinate transportation for the PMT tour. Consultant shall prepare and distribute meeting summary.

3.3 PAC Meeting #1

Consultant shall plan and conduct PAC Meeting #1. PAC Meeting #1 must include a review of Project Objectives, processes, schedule and methods of public participation. Consultant shall solicit feedback on TM #1, TM #2, Draft TM #3, and Draft TM #4. Consultant shall also solicit PAC input on other issues related to the Project.

City shall arrange and secure meeting location for PAC Meeting #1. Consultant shall prepare agenda, meeting materials and post to Project Webpage prior to PAC Meeting #1. City shall prepare and distribute meeting summary.

3.4 TAC Meeting #1

Consultant shall plan and conduct TAC Meeting #1. Consultant shall introduce the Project and discuss Project Objectives and coordination. Consultant and City shall discuss how the Innovation Gateway Area Plan will be incorporated into the Comprehensive Plan, 1996 TSP, Zoning, Land Use and Development Code and capital improvement program to support community goals of vibrant places, infill development and transportation choices to support healthy living. TAC Meeting #1 must include discussion of TM #1, TM #2, Draft TM #3, and

Draft TM #4. TAC members will be asked to identify any missing information they can provide. Consultant shall lead a discussion of the public involvement program and the TAC role and responsibilities.

City shall arrange and secure a meeting location for TAC Meeting #1. Consultant shall prepare agenda and meeting materials and post to Project Webpage before meeting. City shall prepare and distribute meeting summary.

3.5 Open House #1, Flier and Media Notice

City shall arrange and Consultant shall conduct Open House #1, a Community Visioning Workshop which must include a combination of visual images, presentation, discussion and activities designed to involve the public and stakeholders in a creative visioning and problem-solving process.

Consultant shall facilitate Open House #1 and present the Project Objectives, processes and timeframe. Consultant shall explain smart growth development, site constraints and solicit public input on key content from Technical Memos #1-#4. Consultant shall introduce key concepts and develop a method to assess and respond to values and preferences of participants.

Consultant shall prepare Flier and Media Notice for City to post on Project Webpage. City shall post Flier in prominent locations and coordinate distribution with schools for student to take Flier home. City shall coordinate with the local media, including print and radio.

Consultant shall travel to John Day for Open House #1 during the same trip as PMT Tour, PAC Meeting #1, and TAC Meeting #1.

3.6 Online Open House #1

Consultant shall plan and execute Online Open House #1 which must be active by the same day as Open House #1. Presentation materials used at the Open House must be posted to Project Webpage. Online Open House #1 must include a method to gather input.

3.7 Final TMs # 3 and # 4

Consultant shall prepare Final TMs #3 and #4 following Open House #1, incorporating feedback obtained and must be informed by the Project Objectives. Consultant shall distribute a final version of Final TMs #3 and #4 to PMT for posting to Project Webpage.

3.8 PMT Meeting #3 (teleconference)

Consultant shall arrange and conduct PMT Meeting #3 to present and review feedback received during Task 3 and to prepare for work in Task 4. Consultant shall prepare and distribute meeting summary.

City Deliverables

3.2 PMT Meeting #2: Project Tour

3.3 PAC Meeting #1

3.4 TAC Meeting #1

- 3.5 Open House #1
- 3.8 PMT Meeting #3

Consultant Deliverables

- 3.1 Draft TM #4: Vision Statement and Guiding Principles
- 3.2 PMT Meeting #2: Project Tour
- 3.3 PAC Meeting #1
- 3.4 TAC Meeting #1
- 3.5 Open House #1 Flier and Media Notice
- 3.6 Online Open House #1
- 3.7 Final TMs #3 and #4
- 3.8 PMT Meeting #3 (teleconference)

Task 4 Design Concepts

4.1 TM #5: Draft Innovation Gateway Area Design Concepts

Consultant shall prepare TM #5: Draft Innovation Gateway Area Design Concepts, a written and illustrated report of land use and transportation alternatives describing the pros, cons and issues in matrix or other concise format. TM #5 must unify design, land uses and transportation connections which have community support and are reasonably likely given the future prospects of land development in John Day. This task does not include a financial feasibility analysis. TM #5 must explore a range of ideas for at least two alternatives with land use metrics, including gross acres to help the community envision future land use and transportation connections in the Project Area.

TM #5 must provide an overview of how the concepts were developed, defining characteristics of each and key considerations related to future growth and development.

TM #5 must include Draft Innovation Gateway Area Graphics to illustrate at least two diagrammatic plan views of the Innovation Gateway Area. Draft Innovation Gateway Area Graphics must graphically depict land use alternatives and proposed improvements that show ways to develop with brief narrative descriptions and precedent images, including:

- Building design elements, including adaptive reuse of existing structures;
- Potential infill and redevelopment opportunities;
- Hardscape, waterway and greenscape improvements;
- Arrangement of transportation facilities, including circulation, parking and access configurations;
- Greenway access points, overlooks, footbridge and pedestrian crossings;
- Streetscape elements, including street trees, bicycle racks, benches, illumination, public art and wayfinding; and
- Open space network, including public spaces, resource areas, parks and greenway.

Draft Innovation Gateway Area Graphics must be presented as an overlay (e.g. graphic or photo simulation overlay of proposed improvements over the existing street and land use configuration. Consultant shall illustrate the location of the proposed facilities and connection to adjacent neighborhoods and activity centers. The various enhancements and roadway configurations must be provided as separate layers or drawings to illustrate options.

TM #5 must include a Greenway and 7th Street Access Graphic for linking Innovation Gateway Area to 7th Street and access to the future multi-use trail network along John Day River and Canyon Creek Greenways. The schematic drawing (sketch level plan view, bird's eye perspective, or street level perspective) must illustrate conceptual alignment for potential 7th Street extension and open space network, including trails, greenway and park access improvements. Full design of potential John Day River restoration is not part of this contract, but conceptual plans will be included. Consultant shall illustrate the location of the proposed facilities and their connection to adjacent neighborhoods and biking and walking facilities.

As part of TM #5, Consultant shall prepare recommended standards to support and enhance auto, bicycle, pedestrian and transit access for Project Area. Consultant shall review the City's existing street standards to identify potential revisions. Street and Active Transportation Standards must be based on the City's existing standards for design and construction, the Oregon Bicycle and Pedestrian Design Guide (2012 HDM Appendix N), National Association of City Transportation Officials Global Street and Bikeway Design Guides (<http://nacto.org>), and TGM Transit in Small Cities Primer. Street and Active Transportation Standards must be consistent with the TPR.

Consultant shall prepare street and transit supportive 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 trails. The type of surface recommendations for particular facilities may vary based on location and site conditions.

Design elements must identify edge treatments for fencing or landscape buffer vs open boundary, railings, pedestrian scale lighting, wayfinding, crossing treatments, striping, furnishings, trail and river access, overlooks, footbridges, and other key features. Consultant shall identify key design and technical issues that must be resolved for implementation. These issues may include design standards, permitting or regulatory requirements, or engineering issues (e.g., retaining walls and stormwater management treatments).

Elements not consistent with City current standards must be noted and explained. Street and Active Transportation 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 2012 HDM. Consultant shall demonstrate how the design exception meets identified needs through the future design year.

APM shall coordinate review recommendations pertaining to state highways contained in Street and Active Transportation Standards with TPAU and ODOT Region 5 Roadway Design. Consultant shall distribute TM #5 to PMT for review.

4.2 PAC/TAC Meeting #2 (Teleconference)

Consultant shall plan and conduct a joint PAC/TAC Meeting #2 to review TM #5, and to discuss PAC and TAC issues related to the Project. Consultant shall attend via teleconference.

City shall arrange and secure meeting location for PAC/TAC Meeting #2. Consultant shall prepare agenda, meeting materials and post to Project Webpage prior to PAC/TAC Meeting #2. City shall prepare and distribute meeting summary.

4.3 Online Open House #2, Community Interactive Online Map and Active Lifestyle Survey

Consultant shall plan and execute Online Open House #2 to review draft design concepts. Presentation materials used in Online Open House #2 must be posted to Project Webpage. Online Open House #2 must include a method to gather input and include the Community Interactive Online Map and Active Lifestyle Survey.

Community Interactive Online Map

Consultant shall prepare Community Interactive Online Map, an interactive on-line map for gathering public feedback about location-specific issues and transportation needs. Consultant shall link to the Community Interactive Online Map from the Project Webpage.

Active Lifestyle Survey

Consultant shall prepare Active Lifestyle Survey. Active Lifestyle Survey questions must generally be oriented to identify priority issues and needs associated with walking and bicycling, including trips for social and recreational activity. Questions must further explore the deficiencies noted in TM #2: Baseline Transportation System Assessment and to identify additional gaps and stressful links. Active Lifestyle Survey must be used to compare and evaluate different enhancements for specific contexts.

Consultant shall prepare a web fillable version as part of Online Open House #2.

Consultant shall summarize Community Interactive Online Map comments received and results of Active Lifestyle Survey and provide to PMT.

4.4 PMT Meeting #4

Consultant shall arrange and conduct PMT Meeting #4 to review feedback received during Task 4 and prepare for work in Task 5. Consultant shall prepare and distribute meeting summary.

City Deliverables

4.2 PAC/TAC Meeting #2

4.4 PMT Meeting #4

Consultant Deliverables

- 4.1 TM #5: Draft Innovation Gateway Area Design Concepts
- 4.2 PAC/TAC Meeting #2 (teleconference)
- 4.3 Online Open House #2, Community Interactive Online Map and Active Lifestyle Survey
- 4.4 PMT Meeting #4

Task 5 Concept Refinement

5.1 TM #6: Revised Innovation Gateway Area Concept

Consultant shall prepare TM #6: Revised Innovation Gateway Area Concept, a written report of the revised or hybrid refinement based on TM #5: Draft Innovation Gateway Area Design Concepts, incorporating Online Open House #2 input and PMT direction. Consultant shall provide an overview of the revisions to the alternatives, defining characteristics and issues attributable to each.

Consultant shall prepare Revised Innovation Gateway Area Concept Graphics based on TM #6, to illustrate at least two schematic plan views and two street level or bird's eye perspectives of the improvements, building upon Task 4 work and input.

TM #6 must include Preliminary Order of Magnitude Cost Estimates in matrix format for all improvements proposed in the Gateway Area and must incorporate data from City regarding 1996 TSP and 2009 Local Street Network Plan costs.

Consultant shall evaluate recommendations in TM #6 for consistency with TM #4: Final Vision Statement and Guiding Principles necessary to support smart growth development and active transportation improvements.

Consultant shall provide TM #6 to PMT for review.

5.2 TM #7: Transportation Solutions Analysis

Consultant shall prepare TM #7: Transportation Solutions Analysis, an analysis of potential future transportation conditions considering operational needs and improvements, including enhancements necessary to provide bicycle and pedestrian access to transit facilities. Analysis must address the opportunities and needs identified in TM #2. Improvements must address the standards, goals, and objectives identified in previous Technical Memorandums.

Consultant shall recommend connectivity improvements to the City's active transportation network in the Project Area and between adjacent areas. The identified improvements must enhance intermodal connectivity for active transportation facilities in the Project Area, including the City's existing trail network and transit services. Consultant shall consider and identify factors that enhance accessibility for active transportation to serve all ability levels and provide a good user experience.

Consultant shall identify potential state highway crossing enhancements, including considering markings and device options for installing a marked crossing(s) following National Cooperative Highway Research Program Report 562 methodology and make preliminary recommendations. Consultant shall combine technical descriptions and illustrations with maps or diagrams showing general alignments for each enhanced 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.

Any proposed project or solution elements that are not consistent with the 1996 TSP (2009 Street Network Plan) must be itemized and explained. Consultant shall identify proposed changes to the TSP/Street Network Plan, including projects that should be removed or replaced. Consultant shall identify any critical project from the TSP or Street Plan that are necessary to achieve project goals and provide for multimodal connectivity to the Project Area.

Consultant shall consider suggestions made during community meetings and outreach venues. TM #7 must include text explaining the rationale for proposing improvements.

Consultant shall recommend the timeframe when each proposed improvement will be needed based on assumed development phasing. The intent of this review is to assist the community in understanding the engineering issues, determine critical infrastructure priorities, and identify short-term and long-term improvements for inclusion in context-sensitive project recommendations.

Consultant shall provide TM #7 to PMT for review.

5.3 Draft Transportation Solutions Map

Consultant shall prepare Draft Transportation Solutions Map that identifies activity centers and proposed transportation system improvements in the Project Area. Draft Transportation Solutions Map must include annotated insets for clarity, as well as show intercity transit and opportunities for regional connections (arrows at edge of map).

Draft Transportation Solutions Map must be appended to TM #7. Consultant shall provide electronic Draft Transportation Solutions Map to PMT for review.

5.4 PAC/TAC Meeting #3

Consultant shall plan and conduct a joint PAC/TAC Meeting #3 to review TM #6, TM #7, Draft Transportation Solutions Map and to discuss PAC/TAC issues related to the Project.

City shall arrange and secure a meeting location for PAC/TAC Meeting #3. Consultant shall prepare agenda, meeting materials and post to Project Webpage prior to PAC/TAC Meeting #3. City shall prepare and distribute meeting summary.

5.5 Open House #3, Flier and Media Notice

City shall arrange and Consultant shall conduct Open House #3. Consultant shall prepare a presentation of Online Open House #2 findings, TM #6, TM #7 and Draft Transportation

Solutions Map. Consultant shall prepare graphic materials for reviewing informational materials from Task 5 at a scale suitable for viewing by audience participants. The outcome of Open House #3 must include seeking public input and collaboration to make sure the design and planning creates solutions that benefit and serve the community.

Presentation graphic materials must be left with City for display and discussion following Open House #3.

Consultant shall travel to John Day for Open House #3 during the same trip as PAC/TAC Meeting #3, and PMT #5. Consultant shall prepare Flier and Media Notice and City shall post on Project Webpage. City shall post Flier in prominent locations and coordinate distribution with schools for students to take Flier home. City shall coordinate with the local media, including print and radio.

At least two Consultant team members must attend and provide a 1-hour presentation of the revised concept (TM #6) for the April 2019 Economic Development Summit in John Day. Open House #3 must be scheduled on a date that allows Consultant participation in this summit during the same trip to John Day.

5.6 Online Open House #3

Consultant shall plan and execute Online Open House #3 within two days of Open House #3. Online Open House #3 must solicit community input on informational materials from Task 5.

5.7 PMT Meeting #5

Consultant shall arrange and conduct PMT Meeting #5 to review input received at Open House #3, and prepare for Task 6. Consultant shall prepare and distribute meeting summary.

City Deliverables

5.4 PAC/TAC Meeting #3

5.5 Open House #3

5.7 PMT Meeting #5

Consultant Deliverables

5.1 TM #6: Revised Innovation Gateway Area Concept

5.2 TM #7: Transportation Solutions Analysis

5.3 Draft Transportation Solutions Map

5.4 PAC/TAC Meeting #3

5.5 Open House #3, Flier and Media Notice

5.6 Online Open House #3

5.7 PMT Meeting #5

Task 6 Draft Plan and Code Amendments

6.1 Draft Comprehensive Plan Policy and Code Amendments

City shall prepare Draft Comprehensive Plan Policy and Code Amendments. City shall formulate

specific amendments for the comprehensive plan, zoning, and Land Use and Development Code to comply with requirements of the TPR.

City shall take the following steps to prepare Draft Comprehensive Plan Policy and Code Amendments, including:

- Recommend conditions under which annexation or development of proposed development concepts can occur.
- Prepare policy amendments to the Comprehensive Plan.
- Prepare recommended technical and planning solutions to implement the land use and transportation designs.
- Propose regulatory changes, such as amendment to land use regulations, development standards and procedures needed to implement the proposed development concept(s).
- Provide simple graphics to illustrate select elements that are important or difficult to visualize.

Proposed Land Use and Development Code amendments must be consistent with Project Objectives and support recommendations identified during the Project. Proposed amendments are expected to address community design standards for pedestrian facilities, pedestrian oriented site and building design, and contain recommended land use regulations that, when adopted, would complement and implement specific recommendations related to land use or future development.

City shall address regulatory tools to support infill development throughout the Project Area and community to ensure workforce housing is permitted, enable innovative affordable housing types, and applying strategies which protect and enhance the downtown.

City shall prepare precise Draft Comprehensive Plan Policy and Code Amendments using track changes (underline and strikeout) text in ready-to-adopt format. The 2012 Model Development Code and User's Guide for Small Cities

<http://www.oregon.gov/LCD/TGM/Pages/modelcode.aspx> must serve as a guide to formulate specific amendments.

City shall provide Draft Comprehensive Plan Policy and Code Amendments to PMT for review.

6.2 TM #8: Draft Implementation and Financing Plan

Consultant shall prepare TM #8: Draft Implementation and Financing Plan to assess plan and City's recommended high-level Land Use and Development Code amendments needed to implement Task 5 recommendations. Consultant shall review City's recommendations of potential amendments to the Comprehensive Plan, zoning, and Land Use and Development Code to determine adequacy. TM #8 must include three Sections, on Implementation (Task 6.2.1), Transportation Funding (Task 6.2.2) and Financing (Task 6.2.3).

6.2.1 TM #8 Implementation Section

TM #8 Implementation Section must include:

- Perform TPR-compliant trip generation analysis and comparison for “worst reasonable case” development under existing and proposed land use/zoning designations in the project area.
- Identify TPR compliance or needed code amendments (i.e., trip cap) to achieve compliance.
- Prepare amendments to the 1996 TSP to implement proposed street and active transportation standards in TM #5, consistent with the TPR.
- Propose policy amendments to 1996 TSP.
- Review City’s proposed regulatory changes, such as amendment to land use regulations, development standards and procedures needed to implement the proposed development concept(s).

TM #8 Implementation Section must identify transportation-related plan and policy changes that encourage quality public space design, smart growth development and active transportation-supportive land uses, incorporate tools and strategies consistent with the Project Objectives, and acknowledge changes since 1996 TSP was last updated.

6.2.2 TM #8 Transportation Funding Section

TM #8 Transportation Funding Section must identify potential funding sources for proposed transportation improvements including System Development Charges and Local Improvement District. TM #8 must be developed collaboratively, with input regarding potential funding opportunities provided by the Consultant, City (local and county sources), and ODOT (statewide and federal opportunities).

6.2.3 TM #8 Financing Section

TM #8 Financing Section must include a Draft Financing Plan which builds upon Preliminary Cost Estimates from TM #6. TM #8 Financing Section must identify in matrix format for each of the recommended operational and capital improvement projects, potential funding sources, triggers (implementers), propose timeframe for improvement, phased actions, and refined TM #7 prioritization. TM #8 Financing Section must discuss incentive techniques, such as transportation infrastructure financing strategies.

Consultant shall provide TM #8 to PMT for review.

6.3 PMT Meeting #6 (teleconference)

Consultant shall arrange and conduct PMT Meeting #6 to review TM #8 and to prepare for Task 7. Consultant shall prepare and distribute meeting summary.

6.4 TM #9: Revised Policy Framework and Code Amendments

Consultant shall provide strategic input to the City on TM #9: Revised Policy Framework and Code Amendments, based on TM #8: Draft Implementation and Financing Plan, and on PMT

direction. City shall prepare TM #9: Revised Policy Framework and Code Amendments and provide electronically to PMT.

6.5 Draft Innovation Gateway Area Plan

Consultant shall prepare Draft Innovation Gateway Area Plan, incorporating content from earlier TMs, maps and graphics produced throughout the Project, utilizing information gathered to make updates and incorporate input. Draft Innovation Gateway Area Plan must include an executive summary.

Consultant shall identify targeted transportation system improvements to support infrastructure projects, smart growth development, and related improvements as necessary to meet Project Objectives. Draft Innovation Gateway Area Plan must identify transportation planning improvements and standards to support active transportation, promote sustainable growth, and foster healthy community design.

Consultant shall update Draft Transportation Solutions Map from Task 5 to identify proposed improvements with annotated inset refinements for clarity as well as show connections to adjacent areas. Analysis and recommendations related to improvements located outside UGB must be clearly documented (opportunities for regional connections must be symbolized using arrows at the edge of the Project Area).

Consultant shall include a Funding Chapter, which refines the Draft Financing Plan from TM #8, with recommended action steps, project readiness descriptions for identified projects, prioritization and cost estimates. Draft Innovation Gateway Area Plan must identify financing strategies and development incentives the City can adopt to encourage and accommodate smart development.

Consultant shall provide Draft Innovation Gateway Area Plan electronically to PMT and post on Project Webpage.

6.6 Joint PAC/TAC and PMT Meeting

Consultant shall plan and conduct Joint PAC/TAC and PMT Meeting to review TM #8, TM #9, and Draft Innovation Gateway Area Plan. City shall arrange and secure a meeting location for Joint PAC/TAC and PMT Meeting. Consultant shall prepare agenda, meeting materials and post to Project Webpage prior to Joint PAC/TAC and PMT Meeting. Consultant shall prepare and distribute meeting summary.

6.7 Joint Planning Commission and City Council Work Session

City shall plan and arrange and Consultant shall conduct a Joint Planning Commission and City Council Work Session to review the Draft Innovation Gateway Area Plan and TM #8 and TM #9. Consultant shall present key findings of the documents and Project processes. City shall invite the TAC, PAC, and PMT. City shall prepare and distribute local media notice and legal notice.

Consultant shall travel to John Day for Joint Planning Commission and City Council Work Session during the same trip as Joint TAC and PMT Meeting.

City shall prepare minutes of the Joint Planning Commission and City Council Work Session and provide to PMT.

City Deliverables

- 6.1 Draft Comprehensive Plan Policy and Code Amendments
- 6.2 Historical Funding Data to support TM #8.3 PMT Meeting #6
- 6.4 TM #9: Revised Policy Framework and Code Amendments
- 6.6 Joint PAC/TAC and PMT Meeting
- 6.7 Joint Planning Commission and City Council Work Session

Consultant Deliverables

- 6.2 TM #8: Draft Implementation and Financing Plan
 - 6.2.1 TM #8 Implementation Section
 - 6.2.2 TM #8 Transportation Funding Section
 - 6.2.3 TM #8 Financing Section
- 6.3 PMT Meeting #6 (teleconference)
- 6.4 Review of TM #9: Revised Policy Framework and Code Amendments
- 6.5 Draft Innovation Gateway Area Plan
- 6.6 Joint PAC/TAC and PMT Meeting
- 6.7 Joint Planning Commission and City Council Work Session

Task 7 Hearings

7.1 Legislative Findings and Ordinance Recommendations

City shall prepare Legislative Findings and Ordinance Recommendations. Legislative Findings and Ordinance Recommendations must document compliance of proposed Amendments from TM #9: Revised Policy Framework and Code Amendments with the applicable Statewide Planning Goals and Administrative Rules, including the TPR.

7.2 35-Day Notice

City shall prepare 35-Day Notice to DLCD in accordance with Oregon Revised Statutes 197.610. City shall submit 35-Day Notice in a timely fashion to enable the hearing process to proceed on schedule.

7.3 Planning Commission and City Council Hearings

City shall arrange and conduct two Hearings; one Planning Commission Hearing and one City Council Hearing which must be held on the same day. City shall present a summary of the Draft Innovation Gateway Area Plan and TM #9: Revised Policy Framework and Code Amendments. City shall prepare an errata sheet handout of the changes since the Draft Innovation Gateway Area Plan and TM #9: Revised Policy Framework and Code Amendments.

City shall invite the TAC, PAC, stakeholders and PMT. City shall prepare and distribute local media notice and legal notice.

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

7.4 Final Innovation Gateway Area Plan

Consultant shall revise Draft Innovation Gateway Area Plan to prepare Final Innovation Gateway Area Plan that responds to actions at the Planning Commission and City Council Hearings. Consultant shall provide Final Innovation Gateway Area Plan electronically as well as one hard copy to the City for its distribution and 5 hard copies to APM.

7.5 Final Comprehensive Plan Policy and Code Amendments

With Consultant input, City shall prepare Final Comprehensive Plan Policy and Code Amendments, incorporating revisions to TM #9: Revised Policy Framework and Code Amendments to reflect the outcomes of the Planning Commission and City Council Hearings. City shall provide Final Comprehensive Plan and Code Amendments electronically to PMT as well as five hard copies to APM.

7.6 Notice of Adoption

City shall prepare a Notice of Adoption to DLCD based on the outcomes of the City Council Hearing. City shall submit the Notice of Adoption.

7.7 City Celebration

City shall coordinate a City Celebration, a community launch event to highlight the adoption and approval of the Final Innovation Gateway Area Plan, give some people or groups special recognition, and share a few stories to commemorate the joint accomplishment. City Celebration must bring the community together with refreshments and a chance to acknowledge, reflect and celebrate success in a fun way to keep the momentum going forward.

7.8 Title VI Report

City shall prepare and submit to APM Title VI Report, a report to document Project processes 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

- 7.1 Legislative Findings and Ordinance Recommendations
- 7.2 35-Day Notice
- 7.3 Planning Commission and City Council Hearings
- 7.5 Final Comprehensive Plan Policy and Code Amendments
- 7.6 Notice of Adoption
- 7.7 City Celebration
- 7.8 Title VI Report

Consultant Deliverables

7.4 Final Innovation Gateway Area Plan

Schedule

Task	Description	Task Due Dates by Month from Notice to Proceed
1	Reconnaissance	
1.1	PMT Meeting #1: Teleconference	Month 1
1.2	Background Information*	Month 1
1.3	TM #1: Public Involvement Plan	Month 1
1.4	Project Branding	Month 1
1.5	Project Webpage*	Month 1
1.6	Project Area Maps	Month 1
1.7	PAC Roster*	Month 1
1.8	TAC Roster*	Month 1
2	Context and Site Analysis	
2.1	Transportation Technical Standards Coordination	Month 1-2
2.2	TM #2: Baseline Transportation System Opportunities and Needs Assessment	Month 1-2
2.3	TM #3: Existing Conditions Assessment	Month 1-2
3	Outreach	
3.1	Draft TM #4: Vision Statement and Guiding Principles	Month 1-2
3.2	PMT Meeting #2: Project Tour	Month 1-2
3.3	PAC Meeting #1	Month 1-2
3.4	TAC Meeting #1	Month 1-2
3.5	Open House #1, Flier and Media Notice	Month 1-2
3.6	Online Open House #1	Month 1-2
3.7	Final TMs #3 and #4	Month 3
3.8	PMT Meeting #3	Month 3
4	Design Concepts	
4.1	TM #5: Draft Innovation Gateway Area Design Concepts	Month 3-5
4.2	PAC/TAC Meeting #2 (teleconference)	Month 5
4.3	Online Open House #2, Community Interactive Online Map and Active Lifestyle Survey	Month 5
4.4	PMT Meeting #4	Month 5
5	Concept Refinement	
5.1	TM #6: Revised Innovation Gateway Area Concept	Month 6-7
5.2	TM #7: Transportation Solutions Analysis	Month 6-7

Task	Description	Task Due Dates by Month from Notice to Proceed
5.3	Draft Transportation Solutions Map	Month 6-7
5.4	PAC/TAC Meeting #3	Month 7
5.5	Open House #3, Flier and Media Notice	Month 7
5.6	Online Open House #3	Month 7
5.7	PMT Meeting #5	Month 7
6	Draft Plan and Code Amendments	
6.1	Draft Comprehensive Plan Policy and Code Amendments*	Month 8-9
6.2	TM #8: Draft Implementation and Financing Plan	Month 8-9
6.3	PMT Meeting #6	Month 8-9
6.4	TM #9: Revised Policy Framework and Code Amendments*	Month 8-9
6.5	Draft Innovation Gateway Area Plan	Month 8-9
6.6	Joint PAC/TAC and PMT Meeting	Month 8-9
6.7	Joint Planning Commission and City Council Work Session	Month 8-9
7	Hearings	
7.1	Legislative Findings and Ordinance Recommendations*	Month 9
7.2	35-Day Notice*	Month 9-10
7.3	Planning Commission and City Council Hearings*	Month 10
7.4	Final Innovation Gateway Area Plan	Month 10
7.5	Final Comprehensive Plan Policy and Code Amendments*	Month 11
7.6	Notice of Adoption*	Month 11
7.7	City Celebration*	Month 11-12
7.8	Title VI Report*	Month 11-12

*City Deliverable

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Consultant Deliverables

Task	Description	Fixed Amount per Deliverable
1	Reconnaissance	\$10,600
1.1	PMT Meeting #1: Teleconference	\$1,300
1.2	Background Information	\$450
1.3	TM #1: Public Involvement Plan	\$1,950
1.4	Project Branding	\$1,300
1.5	Initial Webpage Material	\$1,850
1.6	Project Area Maps	\$3,750
2	Context and Site Analysis	\$25,800
2.1	Transportation Technical Standards Coordination	\$1,600
2.2	TM #2 Baseline Transportation System Opportunities and Needs Assessment	\$10,200
2.3	TM #3 Existing Conditions Assessment	\$14,000
3	Outreach	\$32,800
3.1	Draft TM #4: Vision Statement and Guiding Principles	\$4,150
3.2	PMT Meeting #2: Project Tour	\$1,650
3.3	PAC Meeting #1	\$6,250
3.4	TAC Meeting #1	\$5,750
3.5	Open House #1, Flier and Media Notice	\$8,650
3.6	Online Open House #1	\$4,950
3.7	Final TMs #3 and #4	\$450
3.8	PMT Meeting #3 (teleconference)	\$950
4	Design Concepts	\$29,150
4.1	TM #5 Draft Innovation Gateway Area Design Concepts	\$20,600
4.2	PAC/TAC Meeting #2 (teleconference)	\$2,250
4.3	Online Open House #2, Community Interactive Online Map and Active Lifestyle Survey	\$4,900
4.4	PMT Meeting #4	\$1,400
5	Concept Refinement	\$43,050
5.1	TM #6 Revised Innovation Gateway Area Concept	\$17,450
5.2	TM #7 Transportation Solutions Analysis	\$6,800
5.3	Draft Transportation Solutions Map	\$2,200
5.4	PAC/TAC Meeting #3	\$7,050
5.5	Open House #3, Flier and Media Notice	\$6,900
5.6	Online Open House #3	\$1,000
5.7	PMT Meeting #5	\$1,650
6	Draft Plan and Code Amendments	\$40,050

Task	Description	Fixed Amount per Deliverable
6.2	TM #8 Draft Implementation and Financing Plan	\$450
6.2.1	TM #8: Implementation Section	\$6,600
6.2.2	TM #8: Transportation Funding Section	\$2,400
6.2.3	TM #8 Financing Section	\$2,650
6.3	PMT Meeting #6 (teleconference)	\$1,000
6.4	TM #9 Revised Policy Framework and Code Amendments	\$1,850
6.5	Draft innovation Gateway Area Plan	\$15,800
6.6	Joint PAC/TAC and PMT Meeting	\$4,350
6.7	Joint Planning Commission and City Council Work Session	\$4,950
7	Hearings	\$10,700
7.4	Final Innovation Gateway Area Plan	\$10,700
	PROJECT TOTAL	\$192,150

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EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

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

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

AGENCY OFFICIAL CERTIFICATION (ODOT)

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

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

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

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

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

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

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

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

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

EXCEPTIONS:

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

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

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

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

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

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

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

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

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

- Appendix B of 49 CFR Part 29 -

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

Instructions for Certification

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

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

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

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

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

IV. EMPLOYMENT

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

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

V. NONDISCRIMINATION

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

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations. In particular, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C.

1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
 - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified

applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

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

DBE POLICY STATEMENT

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

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

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

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

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

required after the DBE goal commitment is satisfactory to Department.

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

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

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

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

VII. LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Clean Air, Clean Water, EPA Regulations.

If this Agreement, including amendments, exceeds \$150,000 then Grantee shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

4. Other Environmental Standards.

Grantee shall comply and require all subcontractors to comply with all applicable

environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

5. Energy Efficiency. Grantee shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

Uniform Guidance and Administrative Requirements.

2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding Agency in 2 CFR Subtitle B, including but not limited to the following:

a. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

Such requirements include, without limitation, that material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the Project continues to be supported by Grant Funds. Ownership of equipment acquired with Grant Funds shall be vested with the Grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the Grantee. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly notify Agency. In such event, Agency may direct the Grantee to transfer, return, keep, or otherwise dispose of the equipment.

- b. Procurement Standards.** When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C; or for *federally funded* projects 2

CFR §§ 200.318 b through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

- c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

- 9. Federal Whistleblower Protection.** Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

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

EXHIBIT E

Information Required by 2 CFR 200331(a) (1)

1. Federal Award Identification: 0000(264)
2. Grantee Name (which must match the name associated with 3 below): City of John Day
3. Grantee's unique entity identifier (i.e. DUNS number): 0308054020000
4. Federal Award Identification Number (FAIN): 0000(264)
5. Federal Award Date: July 17, 2017
6. Period of Performance Start and End Date: From October 2018 to April 2020
7. Total Amount of Federal Funds Obligated by this Agreement: \$165,150

- A. Total Amount of Federal Award: \$165,150
Federal award project description: 2017-19 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: \$165,150
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: \$165,150

9. Is Award R&D? Yes No

DRAFT NOT DOJ APPROVED