



RESOLUTION No. 2015-3190

A RESOLUTION AUTHORIZING THE CITY MANAGER PRO TEM TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF OREGON, ACTING THROUGH THE OREGON DEPARTMENT OF TRANSPORTATION, FOR A TRANSPORTATION GROWTH MANAGEMENT GRANT FOR THE NEWBERG DOWNTOWN IMPROVEMENT PLAN IN THE AMOUNT OF \$259,630.

RECITALS:

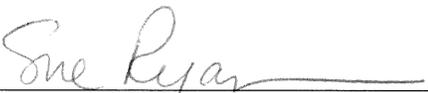
1. The Newberg City Council adopted Resolution No. 2014-3141 on June 2, 2014 supporting a grant application to the State of Oregon's Transportation Growth Management Program (TGM) to fund development of a Newberg Downtown Revitalization Plan.
2. The Oregon Department of Transportation and the City of Newberg have been negotiating an Intergovernmental Agreement along with a Statement of Work between the Oregon Department of Transportation and Parametrix, Inc. who will be the consultant for the Newberg Downtown Improvement Plan.
3. The parties have reached consensus on the language in the Intergovernmental Agreement and Statement of Work included as Attachment A.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

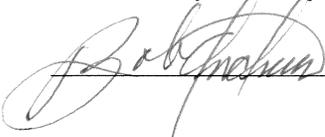
1. The City Manager Pro Tem is authorized to enter into an Intergovernmental Agreement with the State of Oregon, acting through the Oregon Department of Transportation, for a Transportation Growth Management Grant for the Newberg Downtown Improvement Plan in the amount of \$259,630.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: July 21, 2015.

ADOPTED by the City Council of the City of Newberg, Oregon, this 20th day of July, 2015.


Sue Ryan, City Recorder

ATTEST by the Mayor this 22nd day of July, 2015.


Bob Andrews, Mayor

INTERGOVERNMENTAL AGREEMENT
City of Newberg, Downtown Improvement 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 Newberg (“City” or “Grantee”).

RECITALS

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

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

SECTION 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on October 31, 2016 (“Termination Date”).

B. Grant Amount. The Grant Amount shall not exceed \$259,630.

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

D. Consultant's Amount. The Consultant's Amount shall not exceed \$259,630.

E. City's Matching Amount. The City's Matching Amount is \$37,027 or 12.48% of the Total Project Costs.

SECTION 3. CITY'S MATCHING AMOUNT

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

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

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

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

A. City represents and warrants to ODOT as follows:

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

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

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

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

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

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

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

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

SECTION 5. GENERAL COVENANTS OF CITY

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

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

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

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

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

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

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

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with:

(1) Title VI of Civil Rights Act of 1964; (2) Title V of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

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

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

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

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

"This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon

Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Moving Ahead for Progress in the 21st Century (“MAP-21”), local government, and State of Oregon funds.

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

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

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

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

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

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

- (1) pay to ODOT City’s Matching Amount less Direct Project Costs that are Federally Eligible Costs previously reported as City’s Matching Amount. ODOT may use any funds paid to it under this Section 5.L (1) or any of the City’s Matching Amount that is applied to the Project pursuant

to Section 3.A to substitute for an equal amount of federal MAP-21 funds used for the Project or use such funds as matching funds; and

- (2) provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:
 - (a) The permanent location of Project records (which may be subject to audit);
 - (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are being treated by City as City's Matching Amount; and
 - (c) A list of final deliverables.

SECTION 6. CONSULTANT

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

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

- (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

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

SECTION 8. TERMINATION

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

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

or ODOT is prohibited from paying for such work from the planned funding source.

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

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

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

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

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

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

E. The parties agree as follows:

(a) Contribution.

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

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

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

have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

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

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

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

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

(c) Alternative Dispute Resolution.

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

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

signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

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

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

City

City of Newberg

By: _____

(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____

Jerri Bohard, Division Administrator
Transportation Development Division

Date: _____

ATTORNEY GENERAL'S OFFICE

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

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

Date: via e-mail dated June 29, 2015

Contact Names:

Steve Olson
City of Newberg
PO Box 970
Newberg, OR 97132
Phone: 503-537-1215
Fax: 503-537-1272
E-Mail: steve.olson@newbergoregon.gov

Naomi Zwerdling, Contract Administrator
Transportation and Growth Management Program
455 Airport Rd. SE Bldg. B,
Salem, OR 97310-5395
Phone: 503-986-2836
Fax: 503-986-2840
E-Mail: Naomi.zwerdling@odot.state.or.us

EXHIBIT A
STATEMENT of WORK and DELIVERY SCHEDULE
for
WOC #7 under PA #27452
City of Newberg Downtown Improvement Plan

	Agency’s Project Manager (“APM”) for the WOC		Consultant’s Project Manager (“PM”) for the WOC
Name:	Naomi Zwerdling	Name:	William Ciz
Address:	ODOT Region 2 455 Airport Road SE, Bldg B Salem, OR 97301	Address:	Parametrix, Inc. 700 NE Multnomah St, Portland, OR 97232
Phone:	503-986-2836	Phone:	503-416-6120
Fax:	503-986-2840	Fax:	503-233-4825
Email:	Naomi.Zwerdling@odot.state.or.us	Email:	wciz@parametrix.com
	City Project Manager		
Name:	Steve Olson, AICP		
Address:	City of Newberg 414 E First Street PO Box 970 Newberg, OR 97132		
Phone:	503-537-1215		
Fax:	503-537-1272		
Email:	steve.olson@newbergoregon.gov		

Definitions

- Agency/ODOT - Oregon Department of Transportation
- APM – Agency Project Manager
- City – City of Newberg
- GIS – Geographic Information System
- NDIPAC – Newberg Downtown Improvement Plan Advisory Committee
- NDIP–Newberg Downtown Improvement Plan
- PMT – Project Management Team
- Project – Newberg Downtown Improvement Plan Project
- TSP - Transportation System Plan**

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

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

A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

Agency is contracting with Consultant for Services in connection with the following project (the “Project”):
Newberg Downtown Improvement Plan.

Project Purpose and Transportation Relationship Benefits

The purpose of the Project is to develop a detailed land use and streetscape plan that will guide the revitalization of historic downtown Newberg. The Newberg Downtown Improvement Plan (“NDIP”) will reimagine and help the downtown area to reach its full potential after the quality and quantity of downtown traffic is changed as a result of the opening of the phase 1 Newberg Dundee Bypass.

Through an involved community participation process, the Project will determine the appropriate vision for the historic downtown area and provide specific direction, tools, and best management practices necessary to implement that vision.

Study Area

The Study Area is generally bordered by Harrison Street on the west, Sheridan Street on the north, River Street on the east and 2nd Street to the south. The Study Area is bisected by two heavily traveled state highways: 99W (east to west) and 219 (north and south). See attached Figure 1: Study Area.

Project Background and Description

The City of Newberg’s (“City”) downtown area is the historic and commercial heart of the City. The Study Area along Highway 99W – also known as First Street - predominantly consists of beautiful, early 20th century buildings of architectural significance. While the downtown area remains a key component of the City’s economy, maintaining the downtown’s vitality has been a struggle in the last few decades.

For many years, Highway 99W in the Study Area has been known for its heavy traffic. Congestion on this designated state freight system route has created livability and economic impacts to the Study Area, Newberg, Dundee and Yamhill County. In 2009, the Oregon Legislature approved House Bill 2001: the Jobs and Transportation Act. Phase 1 of the Newberg Dundee Bypass is currently funded and under construction. When Phase 1 is completed in 2017, the bypass is expected to reduce traffic congestion by approximately 20 percent in Newberg and 40 percent in Dundee. Freight traffic will be reduced even more, between 45 to 70 percent, through both cities.

Once the bypass is operational, the City will have a unique opportunity to enact a major transformation of the historic downtown by capitalizing on the traffic congestion relief provided by the bypass. This new condition will result in a safer and more pleasant environment for all users of the downtown area. This is especially important for current business customers and will make the area more inviting for potential new customers. The need to provide sufficient parking and transit facilities for the current and potential new customers is very important. This new condition will allow the community to continue the momentum it has fostered over the last decade: to create an attractive and vibrant downtown that is unique to the City.

The non-profit Newberg Downtown Coalition has been created through a grassroots effort. The City has become an Oregon Main Street community and recently achieved “transforming” status. The City is also a Certified Local Government, a State designation that assists the community with the preservation of historical structures in the downtown area. Project will continue the momentum of the Newberg Downtown Coalition’s efforts and allow the City to thoughtfully plan the future of this critical component of the community. It will help the City establish a path towards a downtown that all local citizens and visitors will want to embrace: inviting streetscapes; a great mix of commercial stores and public venues; an efficient multimodal transportation network; and an effective parking program. The NDIP will lay out the critical path to create these key downtown components and a financial plan to achieve them. An enhanced downtown will complement the existing great events put on by the Newberg Downtown Coalition and the Chehalem Cultural Center.

The NDIP must be comprehensive in scope, incorporating elements of land use, marketing, transportation, urban design, parking facilities design and management, and strategic and financial planning into a coordinated vision that provides the Study Area with a cohesive path toward realizing its full potential. The Project will be guided by principles of sustainability and place-making, and be based upon market realities, achievable development scenarios, and adopted city plans. Consideration will be given to the Study Area’s historical context, transportation infrastructure, supportive and complementary land uses, and the social and physical connections to surrounding neighborhoods. The Project must provide a community-supported vision for the Study Area, including goals, policies, and recommended implementation strategies.

Project Objectives

To identify and implement strategies designed to:

- Establish a pattern and density of complementary and market-feasible residential and commercial development.
- Bring about economic growth.
- Provide an attractive and inviting streetscape and amenities including appropriate parking.
- Create a safe and attractive environment for pedestrians and cyclists.
- Increase the attractiveness, convenience, and capacity for future transit service.
- Capitalize on new commercial and residential development opportunities within and adjacent to Study Area.

Expectations about Written and Graphic Deliverables

Specifications

All written deliverables must be substantially complete in draft version, needing minimal editing, and include the project name, a title that refers to the contract deliverable, draft number, subtask number and date of preparation. Consultant shall provide electronic copies of text deliverables, unless otherwise specified. Electronic versions must include both Adobe Acrobat .pdf and Microsoft Word format for an editable version.

Consultant shall provide map and graphic deliverables in electronic format to City and APM, unless otherwise specified. Final versions of maps and graphics must be provided as .jpegs and as .pdfs; drafts may be provided as .pdfs only. Maps must include details necessary to ensure usability, such as city limits, urban growth boundary, street names, relevant environmental and cultural features, legend, date, etc. Maps must be at a scale that is legible and in proportion for the intended purpose, as determined by APM. Maps and graphics may be in color but must be readable in black and white.

Consultant shall provide Geographic Information System (“GIS”) deliverables in a shapefile format to City and APM. Consultant and City shall provide any GIS layers used for inventory and graphic deliverables (i.e. volumes, Level of Traffic Stress) to both ODOT’s Transportation Planning Analysis Unit and the Geographic Information Services Unit.

Consultant shall prepare final NDIP and amendments to plans as final policy statements of the local government and must not include language such as “it is recommended ...” or “City should ...” Consultant shall prepare new and amended code language as final regulatory statements of City. Final NDIP, plan amendments, code, and code amendments must include all necessary amendments or deletions to existing City plans or code to avoid conflicts and enable full integration of proposed plan with existing City documents. NDIP and code amendments must include correct code citations for integration into the existing plans and codes.

The following text must appear in Project’s final products:

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

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

Consultant name or logos may not appear on Final NDIP documents, with the exception of the acknowledgement page.

Review and Distribution

Consultant shall distribute draft deliverables electronically to City and APM, unless otherwise stated in the tasks. Consultant shall allow a minimum of one week for deliverable review. All draft deliverables include one round of Consultant revisions that adequately respond to City and APM comment.

City’s Project Manager shall provide consolidated City written review comments to Consultant on all Consultant deliverables within an agreed upon timeline. APM will solicit ODOT technical review where needed and provide comments to Consultant.

Consultant shall distribute revised draft deliverables electronically to City one week prior to Newberg Downtown Improvement Plan Advisory Committee (“NDIPAC”) meetings or other public involvement events. City shall distribute draft deliverables electronically to NDIPAC members prior to committee meetings.

Consultant shall prepare final versions of interim deliverables to respond to comments and distribute them electronically to City and APM, following NDIPAC meetings and public involvement events. Consultant shall incorporate comment recommendations or explain why any comments were not included.

Expectations about Meetings

City shall arrange all meetings including providing meeting space, reproduction and distribution of announcements and informational written materials, postage and mailing or e-mailing. Consultant shall provide

draft meeting notices and flyers to City. City must finalize and distribute notices. Consultant shall prepare agendas and provide summaries of all meetings.

City shall arrange all public events, including providing meeting space, required legal notice, reproduction and distribution of announcements and informational written materials, postage and mailing or e-mailing, and publishing materials on City's website. Consultant shall prepare agendas and provide summaries of all public events. Consultant shall prepare meeting and presentation materials for public events appropriate to the space, expected number of attendees, and purpose.

City shall arrange all Planning Commission and City Council meetings including providing meeting space, required legal notice, agendas and staff reports, reproduction and distribution of announcements and meeting materials, postage and mailing or e-mailing, and minutes.

Public Involvement Approach

Public involvement must allow residents and business owners 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 will affect their environment and/or health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the decision making process; and (4) the decision makers seek out and facilitate the involvement of those potentially affected.

The public involvement program must include specific steps to provide opportunities for participation by federal Title VI communities. City and Consultant shall utilize the ODOT Title VI (1964 Civil Rights Act) Plan guidance to identify Title VI populations, formulate public involvement strategies, and report outreach efforts to and participation by Title VI communities. The City shall perform minority outreach such as attendance of interpreters at public meeting or open houses, translation of project documents into other languages or focused outreach to specific minority groups.

Expectations About Traffic Analysis

An Oregon-registered professional engineer (civil or traffic) must perform or oversee all traffic analysis work. Any final technical memorandums containing traffic analysis must be sealed by the responsible engineer. Traffic analysis at ODOT intersections must be consistent with ODOT Transportation Planning Analysis Unit analysis procedures available on the internet at: <http://www.oregon.gov/ODOT/TD/TP/Pages/apm.aspx>. Consultant shall coordinate all analysis with ODOT's Transportation Planning Analysis Unit and Region 2 Traffic Section. Consultant shall get approval of methodology in a methodology memorandum from Transportation Planning Analysis Unit and Region 2 Traffic Section prior to beginning analysis. Traffic analysis software must follow Highway Capacity Manual 2010 procedures.

Task 1 Project Set-up and Initiation

Objective: Lay the Project groundwork by gathering pertinent background information, forming an advisory committee, and building a website intended to involve and inform the general public about the Project.

Subtasks

- 1.1 Background Information – City shall provide to Consultant available Background Information, consisting of local, regional and state policy and regulatory documents and existing data, including the following:
1. Declared Future for Downtown Newberg in 2020 (2001)
 2. Ad Hoc Committee on Newberg’s Future Report
 3. Development Code
 4. Development Reports
 5. Historic Resources
 6. Street Tree List
 7. 2014 Newberg Transportation System Plan Update, including inventories and other data
 8. City Comprehensive Plan
 9. Study Area information on recent and proposed land developments, redevelopment, and subdivisions
 10. Any relevant inventories or updates related to the transportation system, including data on area traffic counts, crashes, and car, truck, bicycle, and pedestrian circulation;
 11. Transit routes, key bus stops, and usage data as available
 12. Environmental constraints or hazards
 13. Baseline GIS mapping and data as exists related to the Study Area, including parcel-scale land ownership, comprehensive plan designations, zoning designations, existing land uses; planned land uses; buildable lands; location and dimensions of streets, alleyways, rail right-of-way, and city utilities; planimetric mapping data of site improvements; pedestrian, bicycle, and Americans with Disabilities Act-related system inventories; and relevant environmental data as exists including wetlands, topography, and Federal Emergency Management Agency flood hazard areas. GIS mapping and data provided by the City will be used as received. No quality control of attribute values will be reviewed or revised by the Consultant.

Consultant shall obtain further materials:

1. 2014 ODOT Analysis Procedures Manual
2. 2012 Highway Design Manual
3. 2011 Oregon Highway Plan
4. Relevant State Modal plans (Public Transit, Rail, and Freight)
5. Oregon Administrative Rules 734-051 (Access Management)
6. Oregon Revised Statutes 366.215 (Freight Mobility)
7. 2011 Transportation Safety Action Plan
8. Transportation Planning Rule
9. 1995 Oregon Bicycle and Pedestrian Plan
10. 2011 Oregon Bicycle and Pedestrian Design Guide
11. 2011 National Association of City Transportation Officials Urban Bikeway Design Guide
12. Title VI data from US Census
13. Yamhill County Transportation System Plan (“TSP”), adopted in 2006, and work to date on the

Yamhill County TSP Update

14. Yamhill County transit plan(s)
 15. Parking Made Easy: A Guide to Managing Parking in Your Community (TGM Publication)
 16. 2013 Transit in Small Cities: A Primer for Planning, Siting and Designing Transit Facilities in Oregon (TGM Publication)
 17. 2013 Rethinking Streets: An Evidence-Based Guide to 25 Complete Street Transformations
- 1.2 Project Management Team (“PMT”) Roster – City shall organize PMT and prepare PMT Roster, listing the names and contact information of members. The PMT must include APM, City, and Consultant, and others as identified by City or APM. The purpose of the PMT is to coordinate the project and guide project management decisions. The PMT is expected to meet via conference call once per month or on an as needed basis as an assumed administrative component of each task’s deliverables. City shall arrange and attend up to 12 PMT teleconferences for the life of the project. Teleconferences are anticipated to be one hour or less. Consultant Project Manager shall facilitate PMT teleconferences. In addition, certain in-person PMT meetings are specified within the individual tasks.
- 1.3 NDIPAC Roster – City shall organize committee and prepare NDIPAC Roster, listing the names and contact information of members. City shall notify all affected property owners of the upcoming Project and invite interested parties to consider becoming part of the NDIPAC. City shall solicit NDIPAC members to include, but are not limited to, representatives from the following:
1. Property owner(s)/business owner(s)/resident(s);
 2. Newberg Downtown Coalition;
 3. George Fox University;
 4. Chehalem Valley Chamber of Commerce;
 5. City staff;
 6. State agency staff, including the Oregon Mainstreet Program, ODOT, and the Department of Land Conservation and Development;
 7. Newberg Planning Commission member;
 8. Newberg Student Planning Commissioner;
 9. Newberg City Council member;
 10. Newberg Historic Preservation Commission;
 11. Newberg Historic Preservation Commission Student;
 12. Newberg Affordable Housing Commission and,
 13. Chehalem Cultural Center member.
- NDIPAC will represent the public viewpoint in discussions, review and comment on deliverables, provide technical and regulatory advice according to member expertise, and disseminate information regarding Project to others in community to solicit community input on issues and solutions. The NDIPAC will make recommendations to the Planning Commission and City Council regarding the NDIP’s goals and implementation measures.
- 1.4 PMT Meeting #1 and NDIPAC Meeting #1 – City shall arrange and Consultant shall conduct PMT Meeting #1 to review Project tasks, responsibilities, and deliverables, discuss and refine Project Schedule, and discuss issues related to preparing upcoming Memos #1 and 2. City shall provide Consultant with Subtask 1.1 deliverables that were not available electronically.

Following PMT Meeting #1, preferably on the same day, City shall arrange and Consultant shall conduct NDIPAC Meeting #1 to introduce the Project, discuss Project Objectives, agree on role of the NDIPAC, and tour the Study Area.

- 1.5 Project Website and Initial Materials –City shall prepare Project Website that includes up to date information regarding Project, within two weeks following PMT Meeting #1. City shall post a link to the Project Website on the City Website. City shall host Project Website throughout the Project with updates listed in the tasks. City shall post: 1) refined schedule, 2) meeting agendas and summaries, 3) background maps, 4) NDIP maps, 5) draft and final reports, 6) City staff contact information, 7) NDIPAC roster, and 8) opportunity to submit email comments on Project Website. Consultant shall prepare a general outline for City Website setup and review website content and format.

Project related information must be approved by APM prior to posting on the Project Website.

City Deliverables

- 1.A Background Information
- 1.B PMT Roster and PMT Conference Calls
- 1.C NDIPAC Roster
- 1.D PMT Meeting #1 & NDIPAC Meeting #1
- 1.E Project Website and Initial Materials

Consultant Deliverables

- 1.A Background Information
- 1.B PMT Meeting #1 & NDIPAC Meeting #1
- 1.C Outline for Project Website and Review Initial Materials

Task 2 Existing Conditions Analysis

Objective: Analyze Study Area existing conditions related to market indicators, land use, housing, urban design, and transportation. Determine feasibility of Study Area infill and redevelopment. Involve key Project stakeholders in identifying and analyzing Study Area conditions.

Subtasks

- 2.1 Stakeholder Interviews – City shall arrange and conduct a minimum of 10 one-on-one or small group Stakeholder Interviews with stakeholders as selected by City. Consultant shall prepare interview questions that will help inform the preparation of Memos #1 and #2. City shall prepare overview-level summary of interviews and provide to Consultant for inclusion within Memo #1 and Memo #2.
- 2.2 Memo #1: Existing Conditions Analysis – Consultant shall prepare draft and final Memo #1 Existing Conditions Analysis, a summary and synthesis of Background Information and existing conditions. Memo #1 must include a policy framework summary that details relevant City, County, and State policies. Information must be presented in narrative form with tables, maps, photographs, and other graphics to clearly describe current conditions.

Existing Conditions must include:

1. Existing and planned transportation system for all modes, including transit, is limited to a summary of material already collected and reported in the TSP. This summary assumes no new data collection or analysis. Specific elements must include:
 - i. Crash and safety summary (including a crash rate analysis) of the four TSP study intersections in downtown (Hancock/Main, Hancock/College, 1st/Main, 1st/College) using data from 2008 to 2010
 - ii. Inventory of existing transportation facilities to serve pedestrians and bicycles. This is limited to a summary from the TSP of pedestrian and bicycle network gaps on collector and arterial facilities through the Study Area.
 - iii. General, qualitative assessment of planned transportation facilities to serve all modes (motor vehicle, pedestrian, bike, and transit) based on existing plans and data. The assessment of planned transportation facilities is limited to a high-level overview of the types of transportation needs and projects identified in the TSP for the downtown area.
 - iv. The budget assumes all existing conditions traffic data and analysis is included in the recently updated Newberg TSP. Contingent Task 6 will be used to gather additional data or analysis if needed.
2. Existing commercial, industrial, and civic land uses and any associated issues regarding types, locations, and development pattern;
3. Existing residential, commercial, and industrial building stock (location, density, condition);
4. Planned land uses;
5. Property ownership pattern;
6. Existing public facilities and infrastructure location and condition provided by the City, and summary of improvements proposed by current City infrastructure master plans;
7. Development opportunities and constraints;
8. Qualitative assessment of cultural and historical resources;
9. An overall qualitative framework inventory of existing urban form and design to include building type and use, streetscape, walking conditions, visual quality, scale, and signage.
10. Inventory of number and location of public parking facilities. Consultant shall perform supplementary fieldwork where data gaps exist.

Consultant shall prepare final Memo #1 after NDIPAC Meeting #2 and incorporate input received.

- 2.3 Memo #2: Market Study Current Conditions – Consultant shall prepare draft and final Memo #2: Market Study Current Conditions to provide a demographic and economic profile and market overview for City and considers the short and long term market feasibility of different types of development in the Study Area. Consultant shall analyze existing land supply and demand and the capacity for additional commercial, light industrial and higher density housing land uses when considering the City's long term needs, within the Study Area. Memo #2 must be illustrated by maps and other appropriate graphics.

Memo #2 must include but is not limited to the following:

1. Tourist and visitor information and analysis;
2. Review and analysis of existing Newberg-area land use inventories and market condition reports;
3. Compilation and analysis of existing Newberg-area demographic information, such as U.S. Census Bureau data and data from the City transportation model, including households by age and income, household growth trends, income trends, and consumer-spending profiles for the immediate market area;

4. Collection and analysis of information on Newberg-area housing markets, commercial real estate markets, and local employment;
 5. Collection, analysis, and summary of data on residential permits and sales within the Study Area and selected housing within or near the Study Area (including data on size, absorption, and price range); and
 6. Review of current and future market and demographic trends.
- 2.4 NDIPAC Meeting #2 – City shall arrange and Consultant shall conduct NDIPAC Meeting #2 to discuss and solicit NDIPAC comments on draft Memos #1 & 2. Consultant shall solicit NDIPAC recommended criteria for evaluating the Community Vision and Study Area concepts to be developed in Task 3.
- 2.5 Project Website Update – City shall update Project Website with Task 2 materials.

City Deliverables

- 2.A Stakeholder Interviews
- 2.B Comments on Memo #1
- 2.C Comments on Memo #2
- 2.D NDIPAC Meeting #2
- 2.E Project Website Update

Consultant Deliverables

- 2.A Stakeholder Interview Questions
- 2.B Memo #1
- 2.C Memo #2
- 2.D NDIPAC Meeting #2

Task 3 Community Vision Process

Objective: Create a vision for the Study Area that is realistic and meets the Project objectives. Produce Study Area plan concepts developed and supported by the participants in the Community Visioning process. Public involvement budget assumes that the two open houses include preparing open house invites and newsletter (8.5x11 folded) for City to reproduce and distribute. A final mailer at the conclusion of the project is the City's responsibility.

Subtasks

- 3.1 Open House # 1 – City shall arrange and Consultant shall conduct Open House #1 to provide an overview of the Project and the findings of Task 2 and actively involve the community in identifying key issues and brainstorm a range of preliminary land use and transportation alternatives. Consultant shall meet with City and APM to plan Open House #1 and provide materials, including a means for soliciting and recording public comments, a presentation, and poster-size color maps and graphics to allow for maximum public participation. Consultant shall develop precedent board imagery for Open House #1 using primarily photos to depict ideas for streetscapes, gateways and special opportunity areas.
- 3.2 PMT Meeting #2 and Initial Visions and Concepts – City shall arrange and Consultant shall conduct PMT Meeting #2 to build upon the input from Open House #1 brainstorm and develop Initial Visions

and Concepts. Consultant shall prepare a draft Initial Vision and Concepts for refinement by PMT Meeting #2 participants, for use as a starting point in PMT Meeting #2. Consultant shall develop preliminary visions and concepts for discussion at PMT Meeting #2 and presentation at Open House #2. Consultant shall develop up to two plan view concepts that include thematic options for character-defining elements and include supporting photo imagery, and graphics such as street sections and a character perspective sketch for each option. The plan views must illustrate the approaches for the entire right of way including intersection treatment and streetscape. The preliminary concepts must include various potential streetscape elements, gateways and special opportunity areas, to be prioritized during PMT Meeting #2. Consultant shall illustrate up to three special opportunity areas and gateways identified by the PMT at a larger plan scale more suitable to a higher degree of focus and detail and include a character sketch and supporting photos for each. PMT Meeting #2 will be held in Portland.

- 3.3 Open House #2 – Consultant shall meet with City and APM to plan Open House #2 and provide materials, including a means for soliciting and recording public comments, a presentation, and poster-size color maps and graphics to allow for maximum public participation. City shall arrange and Consultant shall conduct Open House #2 to solicit input on Initial Vision and Concepts. Open House #2 is intended to have the public actively examine and refine Initial Vision and Concepts and create realistic solutions. Consultant shall further develop and refine vision and preferred concept plan, graphics and images for presentation during Open House #2, based upon discussion and comments received during PMT Meeting #2.
- 3.4 NDIPAC Meeting #3 – City shall arrange and Consultant shall facilitate NDIPAC Meeting #3 to perform the following:
- Confirm the vision developed through the Open House #2 process; and
 - Gain input on the preferred land use and transportation alternative to be presented at the Joint Planning Commission and City Council Workshop.
- 3.5 Project Website Update –City shall update Project Website with Task 3 materials.

City Deliverables

- 3.A Open House #1
- 3.B PMT Meeting #2 and Initial Vision and Concepts
- 3.C Open House #2
- 3.D NDIPAC Meeting #3
- 3.E Project Website Update

Consultant Deliverables

- 3.A Open House #1
- 3.B PMT Meeting #2 and Initial Vision and Concepts
- 3.C Open House #2
- 3.D NDIPAC Meeting #3

Task 4 Draft NDIP

Objective: To develop and present a Draft NDIP that reflects the results of the Study Area analysis and the articulated community vision.

Subtasks

- 4.1 Memo #3: Market Study Future Potential Development –Consultant shall prepare Memo #3: Market Study Future Potential Development for review and comment by City, based on the vision and concepts developed in Task 3 and the Newberg Travel Demand model. Memo #3 must include the analysis of the types and amount of development and redevelopment likely to be built for the near term (2020) and long term (2030) given parcel size and configurations, a reasonable level of parcel consolidation, and the ratio of improvement to land values.
- 4.2 Newberg Downtown Case Study- Consultant shall incorporate findings from Memo #3 (Market Study Future Potential Development) to prepare a redevelopment case study for the City-owned Butler property for review and comment by City. The purpose of the Newberg Downtown Case Study is to show stakeholders and the public how incremental downtown revitalization could occur, and to serve as the basis for a potential developer proposal. Newberg Downtown Case Study must include the following steps:
 - Evaluate site conditions and surrounding area for opportunities and constraints.
 - Develop up to three building programs based on market analysis.
 - With support of urban designer, develop conceptual site studies reflecting the program, focusing on identifying physical feasibility issues at a building envelope level.
 - Using market analysis data, prepare preliminary development pro forma to test the feasibility of the proposed design concepts.
 - Depending on pro forma analysis results, make adjustments to building program to reduce or eliminate any financial gaps.
 - Prepare final conceptual graphics and incorporate into summary memorandum.
- 4.3 “Reality Check” Meeting – City shall arrange and Consultant shall conduct a “Reality Check” meeting with representatives from the development and financing community and ODOT to gain input and advice on the types and amount of development and redevelopment. City shall identify an initial listing of representatives, with a final roster of representatives to be determined by City with recommendations from Consultant. The “Reality Check” Meeting will be held in Portland. Consultant shall prepare a written summary and analysis of comments received at the “Reality Check” Meeting.
- 4.4 PMT Meeting #3 - City shall arrange and Consultant shall facilitate PMT Meeting #3 to discuss organizational and substantive issues related to development of the Draft NDIP. Consultant shall obtain agreement from City and APM on proposed outline and format of Draft NDIP. PMT Meeting #3 will be held in Portland.
- 4.5 Joint Planning Commission and City Council Workshop Preparation –Consultant’s preparation for the joint Planning Commission and City Council Workshop include the following:
 - Compile the findings from Memo #3, the Downtown Case Study, and the Reality Check Meeting in Task 4 for use in the Joint Planning Commission and City Council Workshop; and

- Consultant shall convene the City to plan the Joint Planning Commission and City Council Workshop and prepare materials and supporting graphics for presentation and discussion. Supporting graphics developed for Open House #2 will be revised for use at the Joint Planning Commission and City Council Workshop. Supporting material and graphics will provide the foundation for the information and exhibits the City will use in conducting public outreach following the Joint Planning Commission and City Council Workshop.

- 4.6 Joint Planning Commission and City Council Workshop – City shall arrange and Consultant shall conduct a Joint Planning Commission and City Council Workshop to present the preferred land use and transportation alternative from Task 3, the results of Memo #3, the Downtown Case Study, and the “Reality Check” meeting. The purpose of the Joint Planning Commission and City Council Workshop is to solicit confirmation and refinement of the vision and alternative to be used in the Draft NDIP, including the preferred land use and transportation alternative. City shall provide support to Consultant for City-specific background, technical, policy, and process questions. Joint Planning Commission and City Council Workshop will provide direction to the City and Consultant so that refined materials and exhibits may be prepared prior to Consultant preparation of the Newberg Downtown Improvement Plan document.
- 4.7 Draft NDIP – Consultant shall prepare Draft NDIP, based on Project Objectives and decisions made at Joint Planning Commission and City Council Workshop. The Draft NDIP must be an internally consistent document that is illustrated with clearly labeled maps, diagrams, photographs, and figures to support the text and keep the reader interested. Draft NDIP must include sketches, street sections, perspective renderings, or photographic illustrations of key examples of urban design and streetscape recommendations and potential development or redevelopment within the Study Area. Draft NDIP must be for a 20 year planning horizon, and, at a minimum, contain the following elements:
1. A land use plan that provides for a compatible and complementary arrangement and density of residential, commercial, and industrial development both within the Study Area and immediately adjacent to it;
 2. Parking Management Plan- Consultant shall provide a detailed public parking management plan that summarizes current conditions for both the inventory, occupancies by hour of day (on and off street) and actual utilization, turnover, duration of stay, rates of violation, unique vehicles and identification of parking surpluses and constraints. Strategies for implementation must be presented in near, mid and long-term sequence and tied directly to the data findings. Consultant shall provide a menu of strategies and options for the City to use to determine how to incorporate private parking into the public parking management plan.
 3. An infill and redevelopment plan that outlines the necessary infrastructure to support Study Area revitalization;
 4. Market-based economic development strategies and implementation plan for revitalizing the Study Area;
 5. Preferred land use and transportation alternative work in Task 3, including architectural detailing, design standards, and streetscape details (furniture, lighting, landscaping, entryway treatments) to make the Study Area safe and inviting to people walking, bicycling, and driving. Emphasis must be on place-making through the designation and design of appropriate gateways, landmarks, public places and existing right of way constraints;

6. High level circulation summary that is limited to a qualitative overview of general connectivity to adjacent areas (such as activity centers and neighborhoods), provides for all modes of travel, including: considerations for the needs of students walking or bicycling to school, drivers, and transit service. Detailed operations analysis or a review of the condition of specific facilities or amenities will not be conducted.
7. Revitalization opportunities analysis that identifies vacant and underutilized properties and strategies for their improvement and use;
8. Capital Improvement Plan and Financial Plan memorandum that includes rough cost estimates for recommended infrastructure improvements and funding strategies for implementation; and,
9. A Downtown Management Plan that includes the following:
 - Comprehensive plan policies
 - TSP amendments (policies, street sections, functional classifications, etc.)
 - Zoning tools and specific zoning map amendments
 - Implementation measures such as urban design standards, and potential recommended funding options necessary to carry out the projects and programs recommended in the Draft NDIP. Implementation measures must include an implementation strategy that contains short, medium, and long term actions to carry out the NDIP. Consultant shall provide detailed programming for the short term actions indicating what should be carried out or initiated in each of the first three years. Consultant shall recommend a process by which medium and longer term actions can be reevaluated and forwarded into the more detailed short term plan on an annual basis.Comprehensive plan, TSP, and development code amendments must be in adoption-ready language. TSP amendments must be coordinated with the TSP Update, which is currently underway.

City shall provide written comments on Draft NDIP to Consultant and APM. City shall provide to Consultant any NDIPAC and City written comments along with guidance on how to incorporate comments, subsequent to PMT Meeting #4 and NDIPAC Meeting #4,.

Consultant shall provide five paper copies and an electronic version of Draft NDIP and attachments to City.

- 4.8 PMT Meeting #4 and NDIPAC Meeting #4 – City shall arrange and Consultant shall conduct PMT Meeting #4 to solicit initial comments on Draft NDIP and discuss the upcoming NDIPAC Meeting #4. Consultant shall facilitate NDIPAC Meeting #4, the same day as PMT Meeting #4, to present key highlights from Draft NDIP and solicit comments.
- 4.9 Project Website Update –Consultant shall provide Task 4 deliverables to the City in pdf format for Project Website update. City shall update Project Website with Task 4 materials.

City Deliverables

- 4.A Comments on Memo #3
- 4.B Comments on Newberg Downtown Case Study
- 4.C “Reality Check” Meeting
- 4.D PMT Meeting #3
- 4.E Joint Planning Commission and City Council Workshop
- 4.F Comments on Draft NDIP

- 4.G PMT Meeting #4 & NDIPAC Meeting #4
- 4.H Project Website Update

Consultant Deliverables

- 4.A Memo #3
- 4.B Newberg Downtown Case Study
- 4.C “Reality Check” Meeting
- 4.D PMT Meeting #3
- 4.E Joint Planning Commission and City Council Workshop Preparation
- 4.F Joint Planning Commission and City Council Workshop
- 4.G Draft NDIP
- 4.H PMT Meeting #4 & NDIPAC Meeting #4
- 4.I Materials for Project Website Update

Task 5 Public Hearing Draft NDIP and Adoption Process

Objective: Prepare and present a revised draft NDIP to the Planning Commission and City Council for recommendation and adoption.

Subtasks

- 5.1 Public Hearing Draft NDIP - Consultant shall prepare Public Hearing Draft NDIP, incorporating comments from PMT and NDIPAC. Public Hearing Draft NDIP must include implementation-related comprehensive plan, TSP and zoning amendments in adoption-ready format. Consultant shall provide to City twelve color copies (three-ring binders) and an electronic version of the Public Hearing Draft NDIP and attachments.
- 5.2 Planning Commission Hearing- City shall arrange and conduct and Consultant shall present Public Hearing Draft NDIP at a Planning Commission Hearing to consider for recommendation of adoption to the City Council. City shall provide necessary public notice and staff report.
- 5.3 City Council Hearing – City shall arrange and conduct and Consultant shall present Public Hearing Draft NDIP at a City Council Hearing to consider for adoption. City shall provide necessary public notice and prepare applicable resolution(s) and ordinances required to effect City Council action of NDIP.
- 5.4 Final NDIP –Consultant shall prepare Final NDIP, making revisions necessary as a result of the public hearing process. Consultant shall provide twelve color copies (three ring binders) and two electronic copies (.pdf and modifiable) of the Final NDIP to City. Consultant shall provide two hard copies and two electronic copies on CD of the final deliverables to APM.
- 5.5 Project Website Update – Consultant shall provide Task 5 deliverables to the City in pdf format for Project Website update. City shall update Project Website with Task 5 materials.
- 5.6 Title VI Reporting - City shall prepare and submit to APM Title VI Reporting, a report to document project process and outreach for all income, race, gender and age groups.

City Deliverables

- 5.A Comments on Public Hearing Draft NDIP
- 5.B Planning Commission Hearing
- 5.C City Council Hearing
- 5.D Project Website Update
- 5.E Title VI Reporting

Consultant Deliverables

- 5.A. Public Hearing Draft NDIP
- 5.B Planning Commission Hearing
- 5.C City Council Hearing
- 5.D Final NDIP
- 5.E Materials for Project Website Update

Task 6 Contingent Traffic Analysis

Objective: Provide additional traffic analysis for alternatives that are not covered by the TSP work.

- 6.1 Contingent Future Alternatives Traffic Analysis (**CONTINGENCY TASK**) *This task identifies specific deliverables that the Agency at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task and the identified deliverables if written (email acceptable) NTP is issued by the APM.*

Consultant shall provide traffic analysis for transportation alternatives or intersection analysis not covered by the recent Newberg TSP Update work. Consultant shall:

- Analyze multimodal turn movement count traffic data for the evening peak period (4:00 p.m. to 6:00 p.m.) intersections provided by ODOT and provide peak hour intersection capacity traffic analysis for the existing four signalized intersections along the couplet (Hancock Street/Meridian Street, Hancock Street/Howard Street, 1st Street/Meridian Street, and 1st Street/Howard Street) that are not covered by the TSP Update work.
- Develop year 2035 p.m. peak hour traffic forecasts and perform intersection capacity analysis at the four signalized intersections indicated above. Intersection capacity analysis will be performed using Highway Capacity Manual methodology.
- Conduct intersection queueing analysis using SimTraffic for each scenario. The intersection queueing analysis must indicate the 95th-percentile vehicle queue length for each turn movement at the eight signalized intersections (four from TSP and four new count locations). The intersection queueing analysis must have the following assumptions:
 - Driveways and cross streets not included in the eight study intersections will not be modeled.
 - No rail events will be included.
 - Parking maneuvers will not be modeled. Assume no changes to parking friction and impacts to traffic flow relative to the existing condition.
 - Assumptions regarding future levels of pedestrian activity (crossings at intersections) must be identified by the City if not assumed to be consistent with motor vehicle growth along the corridor.

- Analysis must be focused on technical findings and will not include a refined visualization component.
- Scenarios: Consultant shall analyze up to five total scenarios for capacity analysis and vehicle queueing described in this task:
 - 2015 p.m. peak hour (needed for model calibration)
 - 2035 p.m. peak hour “No Build” with existing geometries (to provide point of reference for future)
 - 2035 p.m. peak hour “Road Diet” with one travel lane removed in each direction
 - 2035 p.m. peak hour “Road Diet” mitigations (Up to two scenarios that include revised geometry or traffic control from the “Road Diet” scenario, such as alternate turn bay locations and sizing)
- Consultant shall summarize the traffic analysis in a draft technical memorandum to support the Draft NDIP.

City Deliverables

6.A Comment on Contingent Future Alternatives Traffic Analysis

Consultant Deliverables

6.A Contingent Traffic Future Alternatives Analysis

Schedule Task/Subtask	Schedule
Task 1 Project Set-up and Initiation	August – October 2015
1.A Background Information	
1.B PMT Meeting #1 and NDIPAC Meeting #1	
1.C Outline for Project Website and Review Initial Materials	
Task 2 Existing Conditions Analysis	August -- November 2015
2.A Stakeholder Interview Questions	
2.B Memo #1	
2.C Memo #2	
2.D NDIPAC Meeting #2	
Task 3 Community Vision Process	November 2015- February 2016
3.A Open House #1	
3.B PMT Meeting #2 and Initial Vision and Concepts	
3.C Open House #2	
3.D NDIPAC Meeting #3	

Schedule Task/Subtask	Schedule
Task 4 Draft NDIP	February- June 2016
4.A Memo #3	
4.B Newberg Downtown Case Study	
4.C “Reality Check” Meeting	
4.D PMT Meeting #3	
4.E Joint Planning Commission & City Council Workshop Preparation	
4.F Joint Planning Commission & City Council Workshop	
4.G Draft NDIP	
4.H PMT Meeting #4 & NDIPAC Meeting #4	
4.I Materials for Project Website Update	
Task 5 Public Hearing Draft NDIP and Adoption Process	July - October 2016
5.A Public Hearing Draft NDIP	
5.B Planning Commission Hearing	
5.C City Council Hearing	
5.D Final NDIP	
5.E Materials for Project Website Update	
Task 6 Contingent Traffic Analysis	
6.A Contingent Traffic Future Alternatives Analysis	

Consultant Amount per Deliverable

Task/Subtask	Deliverable Amount
Task 1 Project Set-up and Initiation	\$13,940
1.A Background Information	\$4,110
1.B PMT Meeting #1 and NDIPAC Meeting #1	\$6,180
1.C Outline for Project Website and Review Initial Materials	\$3,650
Task 2 Existing Conditions Analysis	\$64,390
2.A Stakeholder Interview Questions	\$680
2.B Memo #1	\$49,680
2.C Memo #2	\$9,170

Task/Subtask	Deliverable Amount
2.D NDIPAC Meeting #2	\$4,860
Task 3 Community Vision Process	\$51,090
3.A Open House #1	\$16,330
3.B PMT Meeting #2 and Initial Vision and Concepts	\$12,030
3.C Open House #2	\$19,070
3.D NDIPAC Meeting #3	\$3,660
Task 4 Draft NDIP	\$88,440
4.A Memo #3	\$5,510
4.B Newberg Downtown Case Study	\$10,040
4.C “Reality Check” Meeting	\$3,290
4.D PMT Meeting #3	\$1,510
4.E Joint Planning Commission and City Council Workshop Preparation	\$12,230
4.F Joint Planning Commission & City Council Workshop	\$5,710
4.G Draft NDIP	\$44,700
4.H PMT Meeting #4 & NDIPAC Meeting #4	\$5,180
4.I Materials for Project Website Update	\$270
Task 5 Public Hearing Draft NDIP and Adoption Process	\$18,750
5.A Public Hearing Draft NDIP	\$7,720
5.B Planning Commission Hearing	\$3,310
5.C City Council Hearing	\$2,900
5.D Final NDIP	\$4,110
5.E Materials for Project Website Update	\$710
Task 6 Contingent Traffic Analysis	\$23,020
6.A Contingent Traffic Future Alternatives Analysis	\$23,020
Non-Contingent Total	\$236,610
Contingent Total	\$23,020
TOTAL	\$259,630**
**Total category amounts shown have been rounded to the nearest \$10 from the BOC figures.	

Figure 1: Study Area

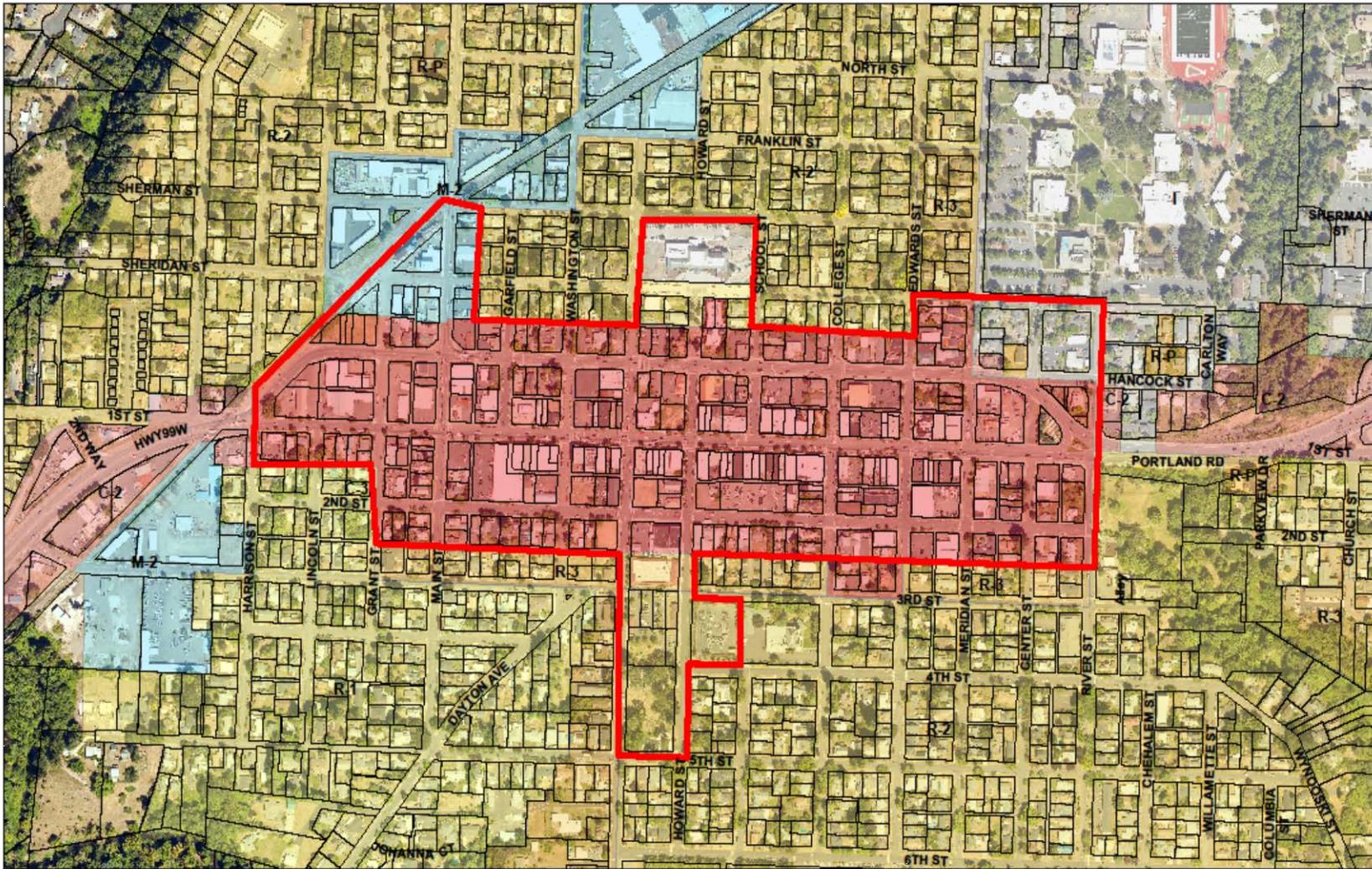


EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

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

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

AGENCY OFFICIAL CERTIFICATION (ODOT)

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

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

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

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

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

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

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

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

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

EXCEPTIONS:

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

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

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

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

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

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

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

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

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

- Appendix B of 49 CFR Part 29 -

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

Instructions for Certification

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

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

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

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

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

IV. EMPLOYMENT

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

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

V. NONDISCRIMINATION

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

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

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

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

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

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

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

DBE POLICY STATEMENT

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

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

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

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

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

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

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

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

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

VII. LOBBYING

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

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

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

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

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

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

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

EXHIBIT D

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

1. Federal Award Identification: 0000(221)
2. Grantee Name (which must match the name associated with 3 below): City of Newberg
3. Grantee's unique entity identifier (i.e. DUNS number): 010745271
4. Federal Award Identification Number (FAIN): 0000(221)
5. Federal Award Date: July 1, 2013
6. Period of Performance Start and End Date: From July 2015 to October 2016
7. Total Amount of Federal Funds Obligated by this Agreement: \$259,630

A. Total Amount of Federal Award: \$259,630

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

Program

Name of Federal awarding agency: FHWA

Contact information for awarding official: Linda Swan

Indirect cost rate: 0%

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

i.b. Amount: \$259,630

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: \$259,630

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

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