

INTERGOVERNMENTAL AGREEMENT
City of Roseburg, Bike Routes 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 Roseburg (“City” or “Grantee”).

RECITALS

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

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

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

4. By authority granted in 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. ODOT has awarded City an in-kind grant under the TGM Program (the “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.

G. “Federally Eligible Costs” means those costs which are Direct Project Costs of the type listed in Exhibit B incurred by City and ODOT’s 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 July 31, 2023 (“Termination Date”).

B. Grant Amount. The Grant Amount shall not exceed \$119,700.

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

D. Consultant's Amount. The Consultant's Amount shall not exceed \$119,700.

E. City's Matching Amount. The City's Matching Amount is \$16,364 or 12.03% of the Total Project Costs.

SECTION 3. City'S MATCHING AMOUNT

A. Subject to City's submission of such documentation of costs and progress on the Project (including deliverables) as is satisfactory to ODOT, City shall apply City's Matching Amount to Direct Project Costs that City incurs after the execution of this Agreement, up to City's Matching Amount. City shall thereafter be solely responsible for all Direct Project Costs (not otherwise covered by the Grant Amount) that exceed City's Matching Amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

B. City shall submit a cost report and a progress report to ODOT's Contract Administrator not less than once every other month. Cost reports shall document progress toward City's Matching Amount and shall include 100% of City's Direct Project Costs incurred 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.

C. Any travel expenses that City designates as Direct Project Costs to which City's Matching Amount will be applied must comply 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 or intergovernmental entity duly organized and existing under the laws of the State of Oregon.

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

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

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

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

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

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

SECTION 5. GENERAL COVENANTS OF CITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by the federal Fixing America's Surface Transportation Act ("FAST Act"), local government, and State of Oregon funds.

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

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

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

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

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

(1) pay to ODOT City’s Matching Amount less Direct Project Costs that are Federally Eligible Costs previously reported as City’s Matching Amount. ODOT may use any funds paid to it under this Section 5.K (1) or any of the City’s Matching Amount that is applied to the Project pursuant to Section 3.A to substitute for an equal amount of the federal FAST Act 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 a Consultant to accomplish the work described in Exhibit A. 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. ODOT shall serve as the lead contracting agency and contract administrator for the PSK related to the work under this Agreement, including monitoring the work of its Consultant.
- D. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- E. City will appoint a Project Manager to:
 - (1) be City's principal contact person for ODOT's Contract Administrator on all matters dealing with the Project;
 - (2) collaborate with ODOT's Contract Administrator regarding coordination of work as described in Exhibit A and City personnel, as necessary; and
 - (3) review invoices forwarded to City from ODOT's Contract Administrator for concurrence on any deliverables produced by ODOT's Consultant and communicate any concerns City may have to ODOT's Contract Administrator.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

- A. ODOT certifies that, at the time this Agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.
- B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.
- D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case

ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

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

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

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

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

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

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

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

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

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

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

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9(E) with respect to the Third Party Claim.

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the

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

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

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

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

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

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

(c) Alternative Dispute Resolution.

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

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

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

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

City

City of Roseburg

By: *Nicole Messy*
(Official's Signature)

NICOLE MESSENGER, CITY MANAGER
(Printed Name and Title of Official)

Date: *6/28/2021*

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Amanda Pietz, Division Administrator or
designee
Policy, Data & Analysis Division

Date: _____

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

STATEMENT of WORK and DELIVERY SCHEDULE
For
EXHIBIT A
STATEMENT OF WORK
TGM 3A-20
City of Roseburg
Bike Routes Plan

	Agency Project Manager (“APM”)		Consultant Project Manager
Name:	John McDonald	Name:	Ryan Farncomb
Address:	Oregon Department of Transportation Region 3 Planning & Programming 3500 NW Stewart Parkway Roseburg, OR 97470	Address:	Parametrix 700 NE Multnomah, Suite 1000 Portland, OR 97232
Phone:	541-957-3688	Phone:	360-626-3879
Fax:	541-672-6148	Fax:	503-416-6868
Email:	John.McDonald@odot.state.or.us	Email:	rfarncomb@parametrix.com
	Local Project Manager		Agency Contract Administrator for the WOC is the same as the Agency Project Manager
Name:	John Lazur		
Address:	City of Roseburg 900 SE Douglas Avenue Roseburg, OR 97470		
Phone:	541-492-6750		
Fax:			
Email:	JLazur@cityofroseburg.org		

Acronyms and Definitions

AC	Advisory Committee
Agency or ODOT	Oregon Department of Transportation
APM	Agency Project Manager
BRP	Bike Routes Plan
City	City of Roseburg
GIS	Geographic Information Systems
PMT	Project Management Team
Project	City of Roseburg Bike Routes Plan

Background

City adopted a new Transportation System Plan (“TSP”) in 2020. The 2020 TSP identified includes policies to improve pedestrian and bicycle circulation, facilities, bikeways, trails, and directional signs to points of interest. These policies came about due to the fact that, while there are bicycle lanes and the Umpqua River Trail and other paths throughout the City, there is a lack of connectivity between the Umpqua River trail, bike lanes, neighborhoods, schools, parks and commercial areas of interest that can discourage those who may be interested from choosing bicycling as a form of transportation.

Additionally, the City is the social, commercial, and economic hub of central Douglas County. As such, many people who live in nearby communities and rural areas desire to work and shop in the City. While some connections exist, between Roseburg and Green for example, having clear connectors to rural bicycle routes may encourage inter-city bicycle travel.

Project Objectives

Project Objectives include:

- analyzing preferred/designated bicycle routes;
- developing connections from new bicycle routes or sharrows to existing bike lanes and Umpqua River Trail to surrounding neighborhoods, commercial areas, parks and schools;
- identifying locations in which the existing Umpqua River Trail can be expanded or a new multi-use trail could be established
- determining whether additional traffic calming measures are appropriate or necessary along portions of the bicycle routes; phased signage/stripping plan (short-, medium-, and long-term);
- improve accessibility and usage of bicycle routes through physical and digital mapping, wayfinding, and promotions; and
- GIS database update for bicycle infrastructure.
- Engage the community broadly, with particular emphasis on the needs of those who may not regularly cycle today, tourists, and vulnerable roadway users such as children and older adults.

GENERAL PROVISIONS

Unless otherwise specified,

Expectations about Written and Graphic Deliverables

Consultant shall draft BRP concisely and shall use a simple and direct style, both to minimize the length of the final document and to make the plan understandable to as large an audience as is reasonable. Where possible, Consultant shall present the information in tabular or graphic format, with a simple and concise accompanying narrative. Electronic documents must contain minimal formatting and be easily translated by a screen reader or text-to-voice software.

Consultant shall write materials intended for the public, such as meeting presentations, at no higher than a high school grade level using the Flesch–Kincaid Grade Level Formula.

Consultant shall provide maps and graphic deliverables in electronic format to City and Agency Project Manager (“APM”). Electronic versions must be either in JPEG or Adobe Acrobat format, or a compatible format agreed upon by City and APM. Maps and graphics must include, but are not limited to, details necessary to ensure usability. Maps must include, at a minimum: a scale; a direction indicator indicating north; a color scheme that ensures readability in black and white; a legend; source; and date for the underlying information.

Consultant shall provide maps and plans as electronic deliverables which can be read and used directly with ArcGIS 9.0, geo-referenced to appropriate Geographic Information System (“GIS”) base data, or in a format agreed between Consultant, City, and APM.

Consultant shall deliver all graphics, including but not limited to vector-based graphics including perspectives, axonometric drawings, and elevations created digitally, digitally in both the native format in which they are created (i.e. Adobe InDesign, Photoshop, etc.) and in an open and universally readable format (i.e. PDF, JPG, etc.) as agreed between Consultant, City, and APM.

All paper deliverables must be formatted to 8 ½-inch by 11-inch or 11-inch by 17-inch paper.

The following text must appear in final document(s):

“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 Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Fixing America’s Surface Transportation Act (“FAST Act”), Federal Transit Administration, and the State of Oregon funds.

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

At the conclusion of the Project, Consultant shall provide copies of the final document, ordinances, findings, and other related materials to City and APM, in **both** hard copy and electronic formats. Electronic format must be Microsoft Word, Adobe Acrobat, or a format agreed upon by City and APM.

Draft Materials

Draft materials must be substantially complete and any changes or revisions needed to address comments must be minor. Consultant is not required to make extensive revisions without an approved contract amendment. This provision does not limit the right of Agency to require correction of deliverables that do not meet the standards outlined in this SOW.

City shall submit one set of consolidated, non-conflicting comments on draft deliverables to Consultant for each deliverable requiring comment. APM will submit one set of consolidated,

non-conflicting comments on draft deliverables to Consultant for each deliverable requiring comment. Timeline for comments will be established during Project Management Team (“PMT”) Meeting #1.

Web Access to Project Materials

Consultant shall provide PMT continued web access to all completed Project files throughout the duration of the Project and for six months after the expiration date. Consultant may satisfy this requirement for an online repository of electronic Project files by providing a dedicated webpage for PMT use, which must include links to each file, providing access to a File Transfer Protocol site enabling direct downloading of Project files, or an alternative distribution method as agreed between Consultant, City, and APM.

Expectations about Meetings

City shall organize all meetings which includes, but is not limited, to providing meeting space, providing notice, reproduction and distribution of announcements, providing agendas and meeting materials, and postage and mailing or e-mailing.

City shall organize all public events, including but not limited to: providing meeting space, required legal notice, reproduction and distribution of announcements and informational written materials, and postage and mailing or e-mailing.

City shall organize all official City Meetings including but not limited to: 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.

Consultant shall prepare agendas for all meetings and public involvement events other than Board Meetings and publish materials on the Project Website. Consultant shall prepare meeting and presentation materials appropriate to the space, expected number of attendees, and purpose.

Unless otherwise agreed upon, Consultant shall provide draft material to PMT one week in advance of PMT meetings. Consultant shall have one week to update material after receiving comments from PMT and provide revised material to the PMT.

Advisory Committee

The Advisory Committee (“AC”) for this project will be determined by City, in consultation with Consultant and APM. City shall facilitate all AC meetings, with Consultant in a supporting role.

City shall distribute notices, agendas and relevant materials in accordance with established City public meeting standards.

Other Public Engagement Opportunities

Consultant shall facilitate public meetings throughout the course of Project as established under Task 1 Refined Project Schedule. Consultant shall submit agendas and meeting materials at least two weeks prior to each public meeting, to enable City time to publicize the event. City and Consultant shall provide web-based engagement opportunities throughout the course of this Project.

City shall distribute notices, agendas and relevant materials in accordance with established standards.

Expectations about Public Involvement

The Public Involvement Program must comply with Statewide Planning Goal 1 (Citizen Involvement), which calls for “the opportunity for citizens to be involved in all phases of the planning process.”

City and Consultant shall consider environmental justice, 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 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 use the Oregon Department of Transportation (“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.

Consultant shall prepare rider and non-rider survey material in Spanish as specified within scope tasks, and City shall provide live Spanish translation services for outreach efforts and open houses as needed.

The public involvement process is paramount in the Study Area since community, City and Douglas County government, and business owner support is critical to the successful adoption of the Bike Routes Plan. Project includes a strategy to encourage public involvement utilizing stakeholder interviews, outreach events, questionnaires, Project website, open houses, official City Meetings, AC Meetings, and the public hearing process.

Consultant and City shall utilize a number of tools to solicit input including surveys, in person and online meetings, and targeted outreach.

TASKS, DELIVERABLES and SCHEDULE

TASK 1 PROJECT INITIATION AND STAKEHOLDER INVOLVEMENT

1.1 Background Information

City shall and ODOT will provide to Consultant available Background Information relevant to each agency, consisting of state, regional, and local policy and regulatory documents, as well as existing data, including but not limited to the following:

- a) Plan and Policy Context –Blueprint for Urban Design, National Association of City Transportation Officials Bikeway Design Guide, Diamond Lake Boulevard Access Management Plan, Douglas County TSP, City 2020 TSP and findings, and relevant portions of City’s development ordinances;
- b) Land Use and Socio-Economic Data – attractors and generators of bicycle and pedestrian traffic, buildable lands inventories, economic opportunity analysis, and other key future land developments, employment, and demographics in the Study Area;
- c) Bicycle route information, including existing inventory of bike route signs and current locations of these signs, existing bike lanes, map of Umpqua River Trail and other multi-use paths, and traffic counts for existing and parallel routes (as appropriate);
- d) Transit Provider Service Information; and
- e) Relevant GIS data.

1.2 PMT Roster and AC Roster

City shall organize and prepare PMT roster in coordination with APM and Consultant. The purpose of PMT is to coordinate the Project and guide Project management decisions. The PMT is expected to meet via tele- or video-conference call once a month and on an as-needed basis as an assumed administrative component of each task’s deliverables. In addition, certain in-person PMT meetings are specified within the individual tasks.

City shall organize AC and prepare AC Roster containing member names, represented group, and contact information. AC is expected to review and comment on deliverables and provide technical and policy advice according to member expertise.

Consultant shall finalize and maintain PMT Roster and AC Roster, and provide a copy of the final rosters to PMT within two weeks after PMT Meeting #1.

1.3 PMT Meeting #1 and Refined Project Schedule

City shall organize and Consultant shall lead PMT Meeting #1 via tele- or video-conference to review: Project tasks and responsibilities, draft Refined Project Schedule, PMT Roster, AC Roster, and to discuss issues related to preparing upcoming deliverables including an established timeline for comment review.

Consultant shall prepare and present a draft Refined Project Schedule showing the duration of work tasks and subtasks needed to complete the Project. Consultant shall review Project Schedule after meeting and provide Refined Project Schedule electronically along with a meeting summary documenting decisions made during PMT Meeting #1, notes on the decisions and next steps, to PMT. The Refined Project Schedule must conform to the Project Schedule and milestone dates provided in this Contract.

1.4 AC Meeting #1

City shall organize and lead and Consultant shall participate in AC Meeting #1 to provide information to introduce the Project, discuss Project Objectives, and obtain initial input for development of evaluation criteria in Task 2 Draft Memo 3. Consultant shall provide agenda and meeting materials to City and APM one week in advance and a meeting summary one week after AC Meeting #1.

1.5 Study Area Tour

City shall arrange and Consultant shall conduct a Study Area Tour. Study Area Tour can be remote or in person as directed by APM in consultation with City and Consultant. City's Project Manager shall present an overview of City's goals for the Project and provide a tour of key sites in the Study Area. If meeting is remote, City shall use photographs and aerial mapping to provide virtual tour. Consultant shall review the draft Refined Project Schedule and identify additional background data and materials needed for Project at the Study Area Tour. Consultant shall prepare an online summary of the Study Area Tour containing photographs and notes.

1.6 Progress Reports

Consultant shall develop and submit monthly progress reports for the duration of the project (up to 16).

City Deliverables

- 1.1 Background Information
- 1.2 PMT Roster and AC Roster
- 1.3 PMT Meeting #1
- 1.4 AC Meeting #1
- 1.5 Study Area Tour
- 1.6 Study Area Tour

Consultant Deliverables

- 1.1 PMT Roster and AC Roster
- 1.2 PMT Meeting #1 and Refined Project Schedule
- 1.3 AC Meeting #1
- 1.4 Study Area Tour
- 1.5 Progress Reports (up to 16)

TASK 2 TRANSPORTATION SYSTEM CONDITIONS AND ALTERNATIVE DEVELOPMENT

2.1 Draft Memo #1: Existing and Future System Conditions

Consultant shall prepare preliminary and revised Draft Memo #1 that defines and assesses the information in Task 1. Draft Memo #1 must include the existing and future condition of the bicycle system, demographics, and attractors/generators based on data developed for City 2020 TSP and other information provided by City. Draft memo #1 must include planned future roadway projects that include bicycle system elements, as well as the estimated timing for implementation of these projects. City shall provide Consultant with other upcoming capital improvement projects, such as stormwater, paving, and wastewater projects, that could provide future opportunity for integration of low-cost bicycle infrastructure improvements. Memo #1 must also describe the existing street standards (both City and ODOT) applicable to the Study Area in addition to the appropriate Blueprint for Urban Design “urban context” for state facilities that are anticipated to be part of the bicycling network. Consultant shall summarize existing conditions, as relevant, in an online map that accompanies Draft Memo #1.

Draft Memo #1 must analyze the availability of funding for bicycle improvements. It must also identify potential funding sources (type, and rough estimate of funding), for consideration in later tasks.

Draft Memo #1 must detail socio-economic characteristics in the Study Area, and identify Title VI populations.

2.2 Draft Memo #2: Goals and Policies

Consultant shall prepare preliminary and revised Draft Memo #2, which includes bicycle-related goals, policies, and practices found in Background Information, or entirely new goals based upon the analysis and outreach conducted for this Project. If entirely new goals are developed, an amendment to the Roseburg TSP may be required, which is not included as part of this Project.

2.3 Draft Memo #3: Evaluation Criteria and Alternatives Development

Consultant shall prepare preliminary and revised Draft Memo #3, which includes evaluation criteria based on the goals and policies from Task 2.2 for consideration by the PMT and AC. Evaluation criteria must be used for ranking project alternatives throughout Project.

Consultant shall prepare a menu of conceptual-level alternatives for initial discussion and consideration by PMT and AC regarding:

- Cycling network changes and alternatives, including preliminary network classification (e.g., class 1, 2, and 3 bikeways)
- Auto transportation system changes to improve bicycle transportation, including traffic calming measures;
- Bicycle route improvements;

- Mapping considerations (aesthetics, format, etc.);
- Wayfinding (plan, locations, aesthetics, etc.); and
- Promoting bicycling within Roseburg

2.4 PMT Meeting #2

City shall organize and Consultant shall lead PMT Meeting #2 to review and discuss issues related to Draft Memo #1, Draft Memo #2, and Draft Memo #3 prior to AC Meeting #2.

Consultant shall prepare agenda and City shall distribute agenda. Consultant shall prepare and submit a decision and next steps log, documenting decisions made, notes on the decisions, and next steps defined during PMT Meeting #2. PMT Meeting #2 must occur via conference call or video conference.

2.5 AC Meeting #2

City shall organize and lead and Consultant shall participate in AC Meeting #2 to solicit comments on the completeness, accuracy, and findings of Draft Memo #1, Draft Memo #2 and Draft Memo #3.

The primary focus of this meeting is Draft Memo #3, since it will lay the foundation for the refinement of alternatives in future tasks.

Consultant shall provide agenda and meeting materials to City and APM one week in advance of meeting and a meeting summary to City and APM one week after meeting. One member of the Consultant team shall attend by phone or videoconference.

2.6 Updated Memo #1

Consultant shall update Draft Memo #1 to incorporate comments from meetings, City and APM.

2.7 Updated Memo #2

Consultant shall update Draft Memo #2 to incorporate comments from meetings, City and APM.

2.8 Updated Memo #3

Consultant shall update Draft Memo #3 to incorporate comments from meetings, City and APM.

City Deliverables

- 2.1 PMT Meeting #2
- 2.2 AC Meeting #2

Consultant Deliverables

- 2.1 Draft Memo #1
- 2.2 Draft Memo #2
- 2.3 Draft Memo #3
- 2.4 PMT Meeting #2
- 2.5 AC Meeting #2

- 2.6 Updated Memo #1
- 2.7 Updated Memo #2
- 2.8 Updated Memo #3

TASK 3 ALTERNATIVE REFINEMENT

3.1 Draft Memo #4: Project Alternatives

Consultant shall, using information from prior tasks and their own expertise, develop a set of refined project alternatives for consideration by the PMT and AC. Alternatives must include projects that are tied together (for example: corridor-level projects), and ala carte projects (standalone, or isolated projects).

Projects must include best ways to connect new bike routes/sharrows to existing bike lanes and Umpqua River Trail to surrounding neighborhoods, commercial areas, parks and schools, locations in which the existing Umpqua River Trail can be expanded or a new multi-use trail could be established, and changes to the auto system (i.e. traffic calming measures). Projects must include:

- Potential locations and types of bicycle amenities (e.g., different types of bike parking, bicycle repair stations, etc.)
- Incremental improvement options (phased improvements)

Conceptual alternatives from Task 2.3 must be scored/ranked based on evaluation criteria in Final Memo #3. The scored/ranked conceptual alternatives list must be included in Draft Memo #4. Forwarded (refined) alternatives can be modified as needed. Refined project alternatives must be displayed via maps, cross-sections, plan-view diagrams as relevant, photo examples, and up to three visualizations to aid in communicating the alternatives.

Consultant shall develop qualitative cost estimates for projects (e.g., \$1,000 to \$10,000, \$10,000 to \$50,000, \$50,000 to \$200,000, \$200,000+)

3.2 PMT Meeting #3

City shall organize and Consultant shall lead PMT Meeting #3 to review and discuss issues related to Draft Memos #4, #5, and #6. Consultant shall prepare a decision and next steps log, documenting decisions made, notes on the decisions, and next steps defined during PMT Meeting #3. PMT Meeting #3 must occur via conference call or video conference. One member of the Consultant team shall attend by phone or videoconference.

3.3 AC Meeting #3

City shall organize and lead and Consultant shall participate in AC Meeting #3 to solicit AC comments on Draft Memos #4, #5, and #6. Consultant shall provide agenda and meeting materials to City and APM one week in advance and a meeting summary one week after AC Meeting #3. One member of the Consultant team shall attend by phone or videoconference.

3.4 Stakeholder Meeting #1

City shall organize and lead and Consultant shall participate in Stakeholder Meeting #1. The purpose of Stakeholder Meeting #1 is for decision makers from City, Douglas County, and ODOT to discuss supportable and non-supportable options from Draft Memo #4. Consultant shall solicit input and ideas about options not provided in Draft Memo #4. One member of the Consultant team shall attend by phone or videoconference.

3.5 Updated Memo #4

Consultant shall update Draft Memo #4 to incorporate comments from meetings, City and APM.

City Deliverables

- 3.1 PMT Meeting #3
- 3.2 AC Meeting #3
- 3.3 Stakeholder Meeting #1

Consultant Deliverables

- 3.1 Draft Memo #4
- 3.4 PMT Meeting #3
- 3.5 AC Meeting #3
- 3.6 Stakeholder Meeting #1
- 3.7 Updated Memo #4

TASK 4 FINAL ALTERNATIVES

4.1 Draft Memo #5: Final Project Alternatives

Consultant shall, using information from Task 3, develop a menu of project alternatives. Menu must include projects that are tied together (for example: corridor-level projects), and ala carte projects (standalone, or isolated projects).

Projects must include best ways to connect new bike routes/sharrows to existing bike lanes and Umpqua River Trail to surrounding neighborhoods, commercial areas, parks and schools, locations in which the existing Umpqua River Trail can be expanded or a new multi-use trail could be established, and changes to the auto system (i.e. traffic calming measures).

Final project alternatives must be displayed via maps, cross-sections, plan-view diagrams as relevant, photo examples, and up to three refined visualizations to aid in communicating the alternatives.

Consultant shall develop refined quantitative cost estimates for projects and program elements.

4.2 Draft Memo #6: Mapping and Wayfinding

Consultant shall, using information from prior tasks and their own expertise, develop a menu of map (both digital and physical maps) and wayfinding alternatives for consideration by the PMT

and AC. The menu for wayfinding signs must include types of signs to be used. Location of the placement of each sign, including existing bike route signs, some of which the City currently owns, future bike signs, stencils for sharrows, etc. Menus must include system-wide representations, and location-specific representations.

4.3. Draft Memo #7: Bicycling Promotion

Consultant shall, using information from Task 3, develop a menu of bicycle promotion events and activities. Menu must identify how existing bike and pedestrian organizations can participate in the implementation of the bike route project, including construction of signs along routes, and mapping opportunities. Menu must include standalone events and activities, and events and activities that are tied together to accomplish a larger community objective.

4.4 PMT Meeting #4

City shall organize and Consultant shall lead PMT Meeting #4 to review and discuss issues related to Draft Memos #5, #6, and #7. Consultant shall prepare a decision and next steps log, documenting decisions made, notes on the decisions, and next steps defined during PMT Meeting #4. PMT Meeting #4 must occur via conference call or video conference. One member of the Consultant team shall attend by phone or videoconference.

4.5 AC Meeting #4

City shall organize and lead and Consultant shall participate in AC Meeting #4 to solicit AC comments on Draft Memos #5, #6, and #7. Consultant shall provide agenda and meeting materials to City and APM one week in advance and a meeting summary one week after AC Meeting #4. AC Meeting #4 shall be held by phone. Up to two members of the Consultant team shall attend.

4.6 Stakeholder Meeting #2

City shall organize and lead and Consultant shall participate in Stakeholder Meeting #2. The purpose of Stakeholder Meeting #2 is for decision makers from City, Douglas County, and ODOT to discuss supportable and non-supportable options from Draft Memos #5, #6, and #7. Two members of the Consultant team shall attend by phone.

4.7 Updated Memos #5, #6 and #7

Based on feedback from the AC and Stakeholders, Consultant shall revise Memos #5, #6, and #7 to incorporate comments.

City Deliverables

- 4.1 PMT Meeting #4
- 4.2 AC Meeting #4
- 4.3 Stakeholder Meeting #2

Consultant Deliverables

- 4.1 Draft Memo #5

- 4.2 Draft Memo #6
- 4.3 Draft Memo #7
- 4.4 PMT Meeting #4
- 4.5 AC Meeting #4
- 4.6 Stakeholder Meeting #2
- 4.7 Updated Memos #5, #6, #7

TASK 5 ROSEBURG BIKE ROUTES PLAN

5.1 Draft BRP Outline

Consultant shall prepare and submit a Draft BRP Outline two weeks in advance of PMT Meeting #5. The Draft BRP Outline must include, but is not limited to, items from the following list:

- a. The goals for the Roseburg Bicycle System;
- b. The desired bicycle network and bikeway classification;
- c. Future bicycle route improvements, tiered or ranked as short-, medium-, and long-term (implementation should focus first on areas within the city limits, then areas under Douglas County jurisdiction);
- d. Maps
- e. Wayfinding plan, locations, and staging
- f. Bicycling promotion and programs and partners

5.2 PMT Meeting #6

City shall organize and Consultant shall lead PMT Meeting #6 to discuss Draft BRP Outline. Consultant shall prepare a decision and next steps log, documenting decisions made, notes on the decisions, and next steps defined during the PMT meeting. PMT Meeting #6 must occur via conference call. Two members of the Consultant team shall attend by phone or videoconference.

5.3 Draft BRP

Consultant shall prepare preliminary and revised Draft BRP, building on the work prepared in previous tasks and according to the agreement on the Draft BRP Outline reached at PMT Meeting #6. Draft BRP must include, but is not limited to, maps, charts, and other graphics as necessary to communicate key ideas. Consultant shall submit Draft BRP to PMT two weeks prior to PMT Meeting #7.

The Draft BRP must include an online mapped element that displays the desired bikeway network, classifications, projects, and wayfinding plan for communicating the Draft BRP with the public and stakeholders. The Draft BRP may contain recommendation updates to city roadway standards.

5.4 Draft Implementing Measures

City shall develop Draft Implementing Measures which list implementing plan amendments, codes, and ordinances for Draft BRP in bold and strikeout edition that can be adopted.

5.5 Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation

City shall prepare a Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation.

A minimum of 35 days prior to the scheduled Planning Commission Public Hearing, City shall submit the Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation to Department of Land Conservation and Development as well as the Draft BRP and Draft Implementing Measures in accordance with ORS 197.610.

5.6 PMT Meeting #7

City shall organize and Consultant shall lead PMT Meeting #7 to discuss the Draft BRP in advance of AC Meeting #6. Consultant shall prepare a decision and next steps log, documenting decisions made, notes on the decisions, and next steps defined during the PMT meeting. PMT #7 must occur via conference call.

5.7 AC Meeting #6

City shall organize and lead and Consultant shall participate in AC Meeting #6 to solicit comments on Draft BRP and Draft Implementing Measures. Consultant shall provide agenda and meeting materials to City and APM two weeks in advance and a meeting summary one week after AC Meeting #6. One member of the Consultant team shall attend by phone or videoconference.

5.8 Adoption Draft BRP and Adoption Draft Implementing Measures

Consultant shall revise Draft BRP to respond to PMT Meeting #7, AC Meeting #6, and comments from City and APM. Consultant shall provide Adoption Draft BRP to both City and APM.

City shall revise Draft Implementing Measures to respond to PMT Meeting #7, AC Meeting #6, and comments from PMT. City shall provide Adoption Draft Implementing Measures to PMT.

5.9 Adoption Hearings

City shall organize and lead an Adoption Hearing of the City Planning Commission, and an Adoption Hearing of the City Council. Consultant shall participate by video or teleconference for each meeting.

5.10 Final BRP and Final Implementing Measures

Consultant shall prepare a Final BRP, incorporating any City Council actions. Consultant shall provide two hard copies and two CDs (or equivalent) of the Final BRP and Final Implementing Measures to both the City and APM. An electronic version must be provided to the City and APM in both MSWord and pdf formats.

City shall prepare Final Implementing Measures and Provide to PMT.

5.11 Title VI Report

City shall prepare and submit to ODOT a report delineating Title VI activities, and documenting Project processes and outreach for all low income, race, gender, and age groups.

5.12 Project Information Sheet

City shall prepare and submit to ODOT a two page summary of Project analysis, activities, and policy decisions.

City Deliverables

- 5.1 Draft BRP Outline Comments
- 5.2 PMT Meeting #6
- 5.3 Draft BRP Comments
- 5.4 Draft Implementing Measures
- 5.5 Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation
- 5.6 PMT Meeting #7
- 5.7 AC Meeting #6
- 5.8 Adoption Draft Implementing Measures
- 5.9 Adoption Hearings (2)
- 5.10 Final Implementing Measures
- 5.12 Title VI Report
- 5.13 Project Information Sheet

Consultant Deliverables

- 5.1 Draft BRP Outline
- 5.2 PMT Meeting #6
- 5.3 Draft BRP
- 5.5 PMT Meeting #7
- 5.6 AC Meeting #6
- 5.7 Adoption Draft BRP
- 5.8 Final BRP
- 5.9 Adoption Hearings (2)

CONTINGENCY TASKS

C1.1 In-Person Study Area Tour

At the direction of the APM, Consultant shall attend an in-person Study Area tour in Roseburg at a date agreed upon by the City, ODOT, and Consultant. Two members of the Consultant team shall attend. The tour is expected to last up to 4 hours.

PROJECT SCHEDULE

Task Number & Description	Project Schedule
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Task 1: Project Initiation and Stakeholder Involvement	July 2021 – December 2021
Task 2: Transportation System Conditions and Alternatives Development	December 2021 – April 2021
Task 3: Alternatives Refinement	April 2022 – July 2022
Task 4: Alternatives Finalized	August 2022 – November 2022
Task 5: Roseburg Bike Routes Plan	November 2022 – December 2022

CONSULTANT DELIVERABLE TABLE

Task and Deliverable		Fixed Deliverable Price	Max Quantity	Not-to-Exceed Amount
Task 1 - Project Initiation and Stakeholder Involvement				
1.1	PMT Roster and AC Roster	\$400	1	\$400
1.2	PMT Meeting #1 and Refined Project Schedule	\$1,200	1	\$1,200
1.3	AC Meeting #1	\$1,200	1	\$1,200
1.4	Study Area Tour	\$2,400	1	\$2,400
1.5	Progress Reports	\$350	16	\$5,600
TASK 1 TOTAL:				\$10,800
Task 2 - Transportation System Conditions and Alternatives Development				
2.1	Draft Memo #1	\$7,200	1	\$7,200
2.2	Draft Memo #2	\$2,500	1	\$2,500
2.3	Draft Memo #3	\$7,000	1	\$7,000
2.4	PMT Meeting #2	\$600	1	\$600
2.5	AC Meeting #2	\$1,200	1	\$1,200
2.6	Updated Memo #1	\$1,500	1	\$1,500
2.7	Updated Memo #2	\$600	1	\$600
2.8	Updated Memo #3	\$1,500	1	\$1,500
TASK 2 TOTAL:				\$22,100
Task 3 - Alternatives Refinement				
3.1	Draft Memo #4	\$13,300	1	\$13,300
3.2	PMT Meeting #3	\$600	1	\$600

Task and Deliverable		Fixed Deliverable Price	Max Quantity	Not-to-Exceed Amount
3.3	AC Meeting #3	\$2,700	1	\$2,700
3.4	Stakeholder Meeting #1	\$900	1	\$900
3.5	Updated Memo #4	\$2,700	1	\$2,700
	TASK 3 TOTAL:			\$20,200
Task 4 - Alternatives Finalized				
4.1	Draft Memo #5	\$6,750	1	\$6,750
4.2	Draft Memo #6	\$9,550	1	\$9,550
4.3	Draft Memo #7	\$6,600	1	\$6,600
4.4	PMT Meeting #5	\$600	1	\$600
4.5	AC Meeting #5	\$2,700	1	\$2,700
4.6	Stakeholder Meeting #2	\$900	1	\$900
4.7	Final Memos #5, #6, and #7	\$3,900	1	\$3,900
	TASK 4 TOTAL:			\$31,000
Task 5 - Roseburg Bike Routes Plan				
5.1	Draft BRP Outline	\$1,000	1	\$1,000
5.2	PMT Meeting #6	\$600	1	\$600
5.3	Draft BRP	\$23,700	1	\$23,700
5.5	PMT Meeting #7	\$600	1	\$600
5.6	AC Meeting #6	\$1,200	1	\$1,200
5.7	Adoption Draft BRP	\$2,800	1	\$2,800
5.8	Final BRP	\$2,300	1	\$2,300
5.9	Adoption Hearings	\$400	2	\$800
	TASK 5 TOTAL:			\$33,000
Contingent Tasks				
C1.	In-person Study Area Tour	\$2,600	1	\$2,600
Total without Contingent Deliverables:				\$117,100
Total with Contingent Deliverables:				\$119,700

**EXHIBIT B
ELIGIBLE PARTICIPATING COST**

DESCRIPTION

PERSONNEL SERVICES

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

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

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

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

SERVICES AND SUPPLIES

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

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

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

Fares, Taxi, Bus, Air, Etc.

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

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

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

Office Expense

Direct Project Expenses Including:

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

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

Postage - Payment for direct project postage.

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

Telecommunications

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

Publicity & Publication

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

Conferences (costs to put on conference or seminars)

Equipment \$250 - \$4,999

NOT ELIGIBLE

Employee Training, Excluding Travel

NOT ELIGIBLE

Training In-State Travel

NOT ELIGIBLE

CAPITOL OUTLAY

NOT ELIGIBLE