

**WORK ORDER CONTRACT # 33**

**PRICE AGREEMENT ("PA") # 27450**

**File Code: 2D-13**

**Project Name/Location: Sunset Empire Transportation District, Long Range Comprehensive Transportation Plan**

This Work Order Contract ("WOC") is entered into by and between the State of Oregon, by and through its Oregon Department of Transportation ("Agency" or "ODOT"), and DKS Associates, Inc. a California corporation ("Consultant" or "Contractor"). This WOC incorporates by this reference:

- a. all of the Terms and Conditions contained in Part II of the above referenced PA;
- b. the provisions from the PA Exhibits with the exception of: E, E.1, K
- c. the attached DBE Provisions
- d. the attached Statement of Work and Delivery Schedule;

**WOC EXPIRATION DATE: July 29, 2016.** The required schedule for performance under the WOC is specified in the Statement of Work and Delivery Schedule. The Agency's payments of amounts under this contract attributed to work performed after June 30, 2015, is limited to Tasks 3.B -- 6.C and a maximum amount of **\$104,370**.

DBE (WOC includes federal funds? Y <input checked="" type="checkbox"/> N <input type="checkbox"/> )	No DBE Goal	
MWESB Aspirational Target (for State-only funded and WOC will exceed \$500,000, including as amended): N/A		
Expenditure Account ("EA") #TG14LA13	Fed Aid #: 20.205	ODOT Key # N/A
<b>The Total Not-to-Exceed ("NTE") amount for this WOC.</b> This total includes: all allowable costs, profit, and fixed-fee amount (if any), shown in section H.4; and <b>\$5,670</b> for contingency tasks, each of which must be separately authorized by Agency.		<b>\$ 168,340</b>

This WOC is effective on the date it has been signed by the Parties and all required State of Oregon approvals have been obtained. No Payment shall be made for Services that are performed before: i) the WOC effective date and ii) a Notice-To-Proceed has been issued by Agency.

**Certification: Any individual signing on behalf of Consultant hereby certifies under penalty of perjury:**

(1) Consultant has read, understands and agrees to comply with the requirements set forth in the PA and in all Exhibits and other documents incorporated by reference in the PA. **Consultant understands and agrees that any exhibits or other documents not physically attached to the PA that are incorporated by reference have the same force and effect as if fully set forth herein. The full text of any exhibits or other documents incorporated by reference and not physically attached to the PA is available at the following Web address: [http://www.oregon.gov/ODOT/CS/OPO/AE.shtml#Price Agreement Contract Docs](http://www.oregon.gov/ODOT/CS/OPO/AE.shtml#Price%20Agreement%20Contract%20Docs) ;**

(2) (a) Consultant and its Associates are in compliance with and have no disclosures required per the ODOT Conflict of Interest Guidelines (available at the following Internet address: <http://www.oregon.gov/ODOT/CS/OPO/AE.shtml#Misc>), or (b) Consultant has made all required disclosures per the ODOT Conflict of Interest Guidelines and, if determined necessary by Agency, a mitigation plan has been approved by Agency;

(3) (a) Consultant's correct taxpayer identification number is listed in the above-referenced Price Agreement or on file with Agency; (b) Consultant is not subject to backup withholding because (i) Consultant is exempt from backup withholding, (ii) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of her/his knowledge, Consultant is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620; (d) Consultant is an independent contractor as defined in ORS 670.600; (e) if required by 40CFR1506.5(c), Consultant has no financial or other interest in the outcome of the project; and (f) in the event that Consultant is a general partnership or joint venture, that Consultant signature(s) on this WOC constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this WOC.

(4) Consultant hereby provides the certifications and is in conformance and will comply with all requirements set forth in **Exhibit D** to the PA, "INFLUENCE, DEBARMENT AND NON-DISCRIMINATION."

**CONSULTANT:**

12/17/14

\_\_\_\_\_  
Name & Title Date

**LEGAL SUFFICIENCY:** Approved by Sr. AAG Blake E. Underwood, via email dated 12-10-2014.

**ODOT (Procurement Authority)**

*[Signature]* *Cindy Lesmeister* *12/11/14*  
Signature Print Name Date

**ODOT (Expenditure Decision Authority)**

*[Signature]* *2/5/15*  
Approved by Director / Deputy Director or designee Date

PA #27450; WOC #3.

Dr  
D  
MR  
2-9-15



**TO:** Frances Campo  
ODOT/DLCD Transportation & Growth Management Program  
555 13<sup>th</sup> St. NE, Suite #2  
Salem, OR 97301-4178

**Phone:** (503) 986-4221

**FAX:** (503) 986-4174

**From:** Chris Maciejewski

**Phone:** (503) 243-3500

**Fax:** ( )

**Date:**

**Pages including this cover page: 2**

I, (signature) Chris Maciejewski, (title) Principal, received a copy of ODOT PSC #27450, WOC # 33, between the State of Oregon acting by and through the Department of Transportation and DKS Associates, Inc., by facsimile (or email) from Frances Campo on (date) 12/12/14. On 12/17, 2014, I signed the printed form of this Work Order Contract without change from the electronically transmitted document. A copy of the signature page from this Work Order Contract containing my signature and dated 12/17, 2014, is included with this facsimile transmission.

Signature: Chris Maciejewski Date: 12/17/14



**WORK ORDER CONTRACT # 33**  
**File Code: 2D-13**

**PRICE AGREEMENT ("PA") # 27450**

**Project Name/Location:** Sunset Empire Transportation District, Long Range Comprehensive Transportation Plan  
 This Work Order Contract ("WOC") is entered into by and between the State of Oregon, by and through its Oregon Department of Transportation ("Agency" or "ODOT"), and DKS Associates, Inc. a California corporation ("Consultant" or "Contractor"). This WOC incorporates by this reference:

- a. all of the Terms and Conditions contained in Part II of the above referenced PA;
- b. the provisions from the PA Exhibits with the exception of: E, E.1, K
- c. the attached DBE Provisions
- d. the attached Statement of Work and Delivery Schedule;

**WOC EXPIRATION DATE:** July 29, 2016. The required schedule for performance under the WOC is specified in the Statement of Work and Delivery Schedule. The Agency's payments of amounts under this contract attributed to work performed after June 30, 2015, is limited to Tasks 3.B - 6.C and a maximum amount of **\$104,370**.

DBE (WOC includes federal funds? Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		No DBE Goal	
MWESB Aspirational Target (for State-only funded and WOC will exceed \$500,000, including as amended): N/A			
Expenditure Account ("EA") #TG14LA13		Fed Aid #: 20.205	ODOT Key # N/A
The Total Not-to-Exceed ("NTE") amount for this WOC. This total includes: all allowable costs, profit, and fixed-fee amount (if any), shown in section H.4; and <b>\$5,670</b> for contingency tasks, each of which must be separately authorized by Agency.			<b>\$ 168,340</b>

This WOC is effective on the date it has been signed by the Parties and all required State of Oregon approvals have been obtained. No Payment shall be made for Services that are performed before: i) the WOC effective date and ii) a Notice-To-Proceed has been issued by Agency.

**Certification: Any individual signing on behalf of Consultant hereby certifies under penalty of perjury:**

- (1) Consultant has read, understands and agrees to comply with the requirements set forth in the PA and in all Exhibits and other documents incorporated by reference in the PA. Consultant understands and agrees that any exhibits or other documents not physically attached to the PA that are incorporated by reference have the same force and effect as if fully set forth herein. The full text of any exhibits or other documents incorporated by reference and not physically attached to the PA is available at the following Web address: [http://www.oregon.gov/ODOT/CS/OPO/AE.shtml#Price Agreement Contract Docs](http://www.oregon.gov/ODOT/CS/OPO/AE.shtml#Price%20Agreement%20Docs) ;
- (2) (a) Consultant and its Associates are in compliance with and have no disclosures required per the ODOT Conflict of Interest Guidelines (available at the following Internet address: <http://www.oregon.gov/ODOT/CS/OPO/AE.shtml#Misc>), or (b) Consultant has made all required disclosures per the ODOT Conflict of Interest Guidelines and, if determined necessary by Agency, a mitigation plan has been approved by Agency;
- (3) (a) Consultant's correct taxpayer identification number is listed in the above-referenced Price Agreement or on file with Agency; (b) Consultant is not subject to backup withholding because (i) Consultant is exempt from backup withholding, (ii) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of her/his knowledge, Consultant is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620; (d) Consultant is an independent contractor as defined in ORS 670.600; (e) if required by 40CFR1506.5(c), Consultant has no financial or other interest in the outcome of the project; and (f) in the event that Consultant is a general partnership or joint venture, that Consultant signature(s) on this WOC constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this WOC.
- (4) Consultant hereby provides the certifications and is in conformance and will comply with all requirements set forth in Exhibit D to the PA, "INFLUENCE, DEBARMENT AND NON-DISCRIMINATION."

**CONSULTANT:** Chris Mangan Principal 12/17/14  
 Name & Title Date

**LEGAL SUFFICIENCY:** Approved by Sr. AAG Blake E. Underwood, via email dated 12-10-2014.

**ODOT (Procurement Authority)**

\_\_\_\_\_  
 Signature Print Name Date

**ODOT (Expenditure Decision Authority)**

\_\_\_\_\_  
 Approved by Director / Deputy Director or designee Date  
 PA #27450; WOC #33 1 WOC Form - 7/16/14



**STATEMENT of WORK and DELIVERY SCHEDULE  
for  
Sunset Empire Transportation District  
Long Range Comprehensive Transportation Plan**

**Definitions**

Agency/ODOT	Oregon Department of Transportation
APM	Agency Project Manager
GIS	Geographic Information System
NWOCA	Northwest Oregon Connector Alliance
LRCTP	Long Range Comprehensive Transportation Plan
PMT	Project Management Team
Project	Sunset Empire Transportation District Long Range Comprehensive Transportation Plan project
PSIS	Public and Stakeholder Involvement Strategy
SETD	Sunset Empire Transportation District
TPAC	Transportation Plan Advisory Committee
TPR	Transportation Planning Rule

<b>Name:</b>	<b><u>Agency Project Manager (“APM”)</u></b> Naomi Zwerdling	<b>Name:</b>	<b><u>Consultant Project Manager</u></b> Chris Maciejewski
<b>Address:</b>	ODOT Region 2 455 Airport Rd SE bldg. B Salem, OR 97301	<b>Address:</b>	DKS Associates, Inc. 720 SW Washington, Suite 500 Portland, OR 97205
<b>Phone:</b>	503-986-2836	<b>Phone:</b>	503-243-3500
<b>Fax:</b>	503-986-2840	<b>Fax:</b>	503-243-1934
<b>Email:</b>	Naomi.Zwerdling@odot.state.or.us	<b>Email:</b>	csm@dksassociates.com
<b>Name:</b>	<b><u>City Project Manager</u></b> Jeff Hazen, Executive Director		
<b>Address:</b>	Sunset Empire Transportation District 900 Marine Dr Astoria, OR 97103		
<b>Phone:</b>	503-861-5399		
<b>Fax:</b>	503-325-1606		
<b>Email:</b>	<b>Jeff@ridethebus.org</b>		

**A. PROJECT DESCRIPTION and OVERVIEW of SERVICES**

**Project Purpose and Transportation Relationship and Benefit**

The purpose of the Sunset Empire Transportation District (“SETD”) Long Range Comprehensive Transportation Plan project (“Project”) is to provide short and long-term strategic guidance to SETD for the provision of transit services, bus stop and facility siting, and coordination with the new five-county transit alliance called the “Northwest Oregon Connector Alliance” (“NWOCA”) over the 20 year planning period. The Project will examine how SETD can enhance its rural community service by improved and better integration with existing urban and outlying services to meet the needs expected from

future regional growth and tourism. There are several opportunities in the region for increased use of transit that the Project team will explore, including:

- Making service more attractive to choice riders
- Development of transit facilities and amenities
- Exploration of demand in the county
- Understanding travel needs along the Cannon Beach-Warrenton-Seaside-Astoria corridor
- Considering transit needs off of the highway corridors
- How to achieve greater efficiencies between SETD and the Schools' bus services
- Taking advantage of technology advances
- Better integrating land use and transportation decisions

The Long Range Comprehensive Transportation Plan ("LRCTP") will serve as the basis for the transit element of transportation system plans adopted by local jurisdictions within SETD's service area, and provide guidance to these jurisdictions for their efforts to increase transit use and reduce greenhouse gases.

### **Study Area**

Clatsop County is located in the northwestern corner of Oregon along the Pacific coast. The "Study Area" consists of the area within which SETD provides its different levels and types of service (*See SETD's Main Service Area map included in this Statement of Work and Delivery Schedule at or about page 25 and hereafter referred to as the "Study Area"*):

SETD performs most of its services in Clatsop County. However, the current service coverage is mainly confined to the corridors of Highways 30 and 101. Services are provided to the cities of Westport, Svensen, Astoria, Hammond, Warrenton, Gearhart, Seaside, Cannon Beach and Manzanita.

### **Background**

SETD was formed by the Clatsop County Board of Commissioners on March 24, 1993 to provide federally funded rural intercity bus service in Clatsop County. The District includes the entirety of Clatsop County covering approximately 840 square miles and serving over 36,000 citizens. SETD provides fixed route and paratransit services throughout selected areas of Clatsop County and connecting to Tillamook County to the south, Pacific County (Washington) to the north and Columbia County to the east. All services are open to the general public. Routes operate within and connect between the five incorporated cities (Astoria, Warrenton, Gearhart, Seaside and Cannon Beach) and service along the Highway 101 and Highway 30 corridors. Fixed Route Ridership currently averages over 3,000 rides per week. SETD also operates a medicaid brokerage, Ridecare that provides non-emergency medical transportation. The brokerage is responsible for scheduling rides for Medicaid eligible clients to eligible appointments in Clatsop, Columbia and Tillamook counties.

SETD's original Comprehensive Transportation Plan was adopted in 2001 with a planning horizon of 2011. It has been twelve years since the 2001 Comprehensive Transportation Plan was adopted and the development conditions have greatly changed in Clatsop County. Additionally, at the federal, state and local levels of public transportation, the funding targets and scope have changed significantly. SETD can no longer rely on the 2001 plan and needs to develop a new LRCTP that is relevant to current and future conditions.

Over the past two years, SETD has gone through significant changes after a fiscal crisis in the spring of 2011 that caused the dismissal of the previous Executive Director. Current SETD management has

focused on stabilizing SETD finances and restoring service after service levels were cut by 80%. SETD's finances have been stabilized and service levels have returned to 72% of previous levels. Now is the time for SETD to emerge from the crisis of the past and build upon the solid foundation that has been established. The majority of the SETD's Board of Commissioners is made up of new members and they are eager to explore new opportunities for SETD. The Project will provide SETD with the short and long-term strategies the agency should pursue and a strategic direction that will meet the needs of its residents and visitors.

Clatsop County is currently working on updating their Transportation System Plan with Oregon Department of Transportation ("ODOT") Region 2; the Project must be coordinated with this effort. The Tillamook County Transportation District is currently undertaking a Long Range Comprehensive Transportation Plan project (TGM File Code 2E-13). The Tillamook County Transportation District's Long Range Comprehensive Transportation Plan project and the SETD's LRCTP must be coordinated, primarily relating to the travel demand and outreach aspects.

### **Project Objectives**

The Project objectives are to develop a LRCTP that will address the following:

- Enhancement and better integration of public transportation services throughout the Study Area, including siting of future SETD transit facilities and amenities (bus stop locations, park and ride facilities and a south coast transit center);
- Better integration of all services provided by SETD, including SETD's RideCare, with services provided by adjacent transit providers within the NWOCA;
- Preservation of the function of state highways by expanding regional public transit availability and reducing the number of single occupancy vehicles on the road;
- Encouragement of transit-supportive land uses through a coordinated and cooperative process with Study Area communities to identify existing and future transit corridors;
- Contribution to reducing greenhouse gas emissions through enhanced and expanded public transportation services; and
- Promotion of the full range of transportation options in the region, including car-sharing, vanpooling, biking, walking, and use of public transit.

### **Expectations about Written and Graphic Deliverables**

**Text:** All written deliverables must be substantially complete in draft version, needing only minimal editing, and must include the Project name, a title that refers to the contract deliverable, the draft number, the subtask number and the date of preparation. Written deliverables must be provided in 14 point font and appropriate color contrast for the visually impaired. SETD will read summaries of documents into a recording for the people who cannot read or are visually impaired. Consultant shall provide electronic copies of text deliverables, unless otherwise specified. Electronic versions must include both .pdf and an editable text format acceptable to SETD and the APM. SETD and Agency require Microsoft Word format for editable versions.

**Maps and Graphics:** Consultant shall provide high resolution map and graphic deliverables in electronic format to SETD 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.

**Geographic Information System (“GIS”) Deliverables:** Consultant shall provide all GIS shapefiles on a CD at the completion of the Project for SETD and APM.

**Adoption ready:** Consultant shall prepare final LRCTP and amendments to other plans as final policy statements of the local government and must not include language such as “it is recommended...” or “SETD should...” Consultant shall prepare new and amended code language as final regulatory statements of SETD. Final LRCTP, plan amendments, code provisions, and code amendments must enable full integration of the proposed LRCTP with existing SETD documents.

Consultant shall ensure that any Work Products produced pursuant to this WOC 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 21<sup>st</sup> 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.

In the final LRCTP, headers and footers, graphics, etc. must not include Consultant names and logos, Transportation and Growth Management Program or Oregon Department of Transportation logos or Project codes, etc. These items must only be on the acknowledgement page.

**Distribution of Deliverables:** Unless otherwise stated in the tasks, Consultant shall distribute draft deliverables electronically to the SETD and APM. Consultant shall allow a minimum of one week for deliverable review.

*All draft deliverables include one round of Consultant revisions to respond to SETD and APM comments.*

Consultant shall distribute revised draft deliverables electronically to SETD one week prior to Transportation Plan Advisory Committee (“TPAC”) meetings or other applicable public involvement event.

SETD shall distribute draft deliverables electronically to TPAC members prior to committee meetings.

Following TPAC Meetings and public involvement events, Consultant shall prepare final versions of draft deliverables to respond to comments and distribute them electronically to the SETD and APM. In all cases, Consultant shall incorporate comment recommendations or explain why they were not included.

Any traffic analysis or design Services must be performed by or performed under the review of an Oregon-registered professional engineer (Civil, or Traffic or both Civil and Traffic, as required). Final technical memoranda containing transportation analysis must be stamped by an Oregon-registered professional engineer (Civil, or Traffic or both Civil and Traffic, as required).

SETD’s Project Manager shall provide consolidated SETD written review comments to Consultant on all Consultant deliverables for comments from the Project Management Team (“PMT”) and TPAC.

## **Expectations about Meetings**

SETD shall organize all meetings including providing meeting space, notice, reproduction and distribution of announcements and informational written materials, postage and mailing or e-mailing. The location of the meetings must be ADA accessible. The meeting notices must include the following statement: "...ACCOMMODATION OF PHYSICAL IMPAIRMENTS: In order to accommodate persons with physical impairments, please notify SETD of any special physical or language accommodations you may need as far in advance of the meeting as possible and no later than 48 hours prior to the meeting..."

SETD shall organize 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 SETD's webpage

SETD shall organize all SETD Board 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.

Consultant shall prepare agendas and provide summaries of all meetings and public involvement events other than SETD Board meetings. Summaries must consist of detailed meeting minutes for all TPAC meetings and public events, but may be briefer when describing decision and next-step logs for PMT meetings. Consultant shall prepare meeting and presentation materials appropriate to the space, expected number of attendees, and purpose.

## **Public Involvement Approach**

Public involvement must allow residents and business owners an opportunity to provide input into the planning process. SETD and Consultant 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, health or both 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. SETD and Consultant shall use 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.

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

The public involvement process is paramount in the Study Area, since community, local and county government, and business owner support is key to the successful adoption of the LRCTP. The Project includes a strategy to encourage public involvement utilizing stakeholder interviews, outreach events,

questionnaires, Project webpage, open houses, TPAC meetings, Board of Commissioner's work sessions and the public hearing process. Outreach efforts should also make sure to include SETD staff, social service providers, the school districts, current transit riders, and future transit riders. SETD has a Mobility Team that can assist with Project outreach efforts.

The following tools will be used to facilitate Project outreach, with Consultant duties and responsibilities specified (in this general list and in the detailed Tasks, Deliverables and Schedule that follow):

- Passenger survey and "ridecheck" – Consultant shall prepare the on-board passenger survey to discover the needs of existing riders. SETD shall conduct Passenger surveys and "ridechecks." The "ridecheck" will supplement information collected by SETD for the Northwest Connector study and provide stop-level boarding and alighting information.
- Outreach at events – Consultant shall conduct six outreach events that will be held at two different stages in the process. First, needs assessment data collection will be held during the first quarter of the Project. The second set of outreach will occur after the future service opportunities memo has been drafted and the purpose will be to gather feedback.
- Personal outreach – In rural areas, reaching out to people in non-traditional ways—at targeted community centers, networking events, bowling alleys, or the like—will provide a layer of insight often not attained through venues like public meetings. SETD shall conduct outreach of this nature.
- Open houses – Consultant shall conduct a total of 4 open houses to review the Draft LRCTP. Webpage – Consultant shall provide SETD input on a webpage that SETD shall build and host. Consultant shall provide data that can be posted as available throughout Project.
- Service options survey – Once service options have been developed, Consultant shall design another on-board and online survey and SETD shall distribute the survey to reach both riders and non-riders.
- SETD Board work sessions – Two work sessions must be held with the SETD Board. The first one is to kick off the Project, review goals, and allow the board to identify their key issues. The second work session is to allow the Board to provide feedback on draft recommendations.

Four Stakeholder Small Group discussions with stakeholders must be held to introduce the Project and solicit comments about how well existing transit services address their needs and what ideas they have for future or improved services.

## **B. STANDARDS and GENERAL REQUIREMENTS**

The standards and general requirements applicable to this WOC are stated in the parent PA. In addition to those stated in the PA, the following shall apply to this WOC:

### **1. Standards**

The "Reference Standards and Procedural Guidance Applicable To ODOT Professional Services and Related Services Projects" (as may be revised from time to time) is at the following Internet address and are incorporated by this reference with the same force and effect as if fully set forth herein:

<http://www.oregon.gov/ODOT/CS/OPO/AE.shtml#Resources> (select Standard-A&E/Related Services)

### **2. Software Requirements**

### **3. Licenses, Registrations and Qualifications**

### **4. General Requirements**

### **5. Compliance with Applicable Law (in addition to those identified in the PA)**

## **C. REVIEW, COMMENT and SCHEDULE OVERVIEW**

- Consultant shall coordinate with Agency staff as necessary and shall revise draft deliverables to incorporate Agency draft review comments.

- Consultant shall incorporate comments within 10 business days from receipt by Agency and return the Final to Agency staff, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by Agency.

**D. FORMAT REQUIREMENTS**

- Consultant shall submit draft deliverables in electronic format via email (and hard copy if requested).
- Consultant shall also submit all graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by Agency.
- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by Agency.
- Additional format requirements may be listed with specific tasks/deliverables in the SOW or in the PA.

**E. TASKS, DELIVERABLES and SCHEDULE**

Unless the WOC is terminated or suspended, Consultant shall complete all tasks and provide all deliverables (collectively, the “Services”) included in this WOC and in accordance with the performance requirements and delivery schedules included in this WOC. The delivery schedule for the main Tasks is set forth in the “Schedule” table following the last Task description.

**Task 1 Project Initiation and Existing Conditions**

**Objective:** Lay the Project groundwork by gathering pertinent background information, documenting the planned public and stakeholder involvement process, assessing existing conditions, forming a committee to help guide the Project, and building a webpage intended to involve and inform the general public about the Project.

**Subtasks**

- 1.1 Project Initiation & Project Management – Consultant shall facilitate a conference call with the SETD and APM to go over immediate next steps, including data needs list, background information and PMT and TPAC Rosters. Consultant shall prepare conference call minutes and email those minutes to the SETD and APM.

After the conference call with Consultant and APM, SETD shall gather the background information listed below, including additional information included in the data needs list, and provide to the Consultant.

*Background Information* – SETD shall provide to Consultant available Background Information, consisting of SETD, local, regional, and state policy and regulatory documents and existing data, including the following:

- SETD Comprehensive Transportation Plan (2001), SETD Strategic Prioritization Plan (2012) SETD Coordinated Human Services Transportation Plan (2013), Northwest Ride Center Coordinated Care Organization Contract (2014), North by Northwest OXO Connector Final Report, including appendices A thru 0, (2013) and other SETD background documents;
- Comprehensive plans, transportation system plans, Transportation Planning Rule (“TPR”) benchmarks (for the cities of Astoria, Warrenton, Gearhart, Seaside and Cannon Beach), urban growth boundary expansion-related plans, buildable lands inventories, and any other key future land development studies and plans, including population, employment, and household forecasts, for the cities of Astoria, Warrenton, Gearhart, Seaside, and Cannon Beach, Clatsop County, and for other communities within the Study Area;

- c. Comprehensive plans, transportation system plans, urban growth boundary expansion-related plans, and any other key future land development studies and plans for targeted communities outside of the Study Area as determined by SETD;
- d. Fixed route data – including number of routes, service hours, number of passengers per service hour/service mile, and limitations;
- e. Rural service – including number of SETD deviated fixed routes, flex routes and dial-a-ride services, and number of passengers; any existing documentation of unmet need in rural communities;
- f. Fleet inventory, age, and capital replacement schedule
- g. Operating and capital budgets
- h. Organizational information including staffing levels and responsibilities
- i. Travel patterns (origin and destination data) for SETD paratransit and RideCare
- j. Travel forecasting data files created for the Northwest Connector Study
- k. Enterprise Rideshare – number of vanpool participants, coordination with other transit agencies;
- l. Other transit services – information about services provided by adjacent transit providers within NWOCA and school districts;
- m. Planned South Community (Seaside) Transit Center – information about location and planned design;
- n. Location, ownership, and utilization at existing, planned, and informal park-and-ride facilities;
- o. Transit surveys and information related to the users of the existing service such as the latest on-board surveys;
- p. Per-unit costs for the purposes of developing cost estimates; and
- q. TGM publication entitled *Transit in Small Cities: A Primer for Planning, Siting, and Designing Transit Facilities in Oregon (2013)*.
- r. Comprehensive Plans and Development codes for Clatsop County and its cities

SETD shall request and organize the delivery of relevant GIS data from Clatsop County. This GIS data must include:

- Boundaries (counties and towns)
- Zoning
- Street centerlines with name and functional class
- Transit routes
- Stop by stop ridership (if available - can be in Excel)

*PMT Roster and TPAC Roster* – SETD shall organize PMT and prepare PMT roster. The PMT must include APM, SETD, Consultant, and others as identified by SETD 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 or twice per month or 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.

SETD shall organize TPAC and prepare TPAC Roster containing member names and contact information. TPAC is expected to review and comment on deliverables and provide technical and policy advice according to member expertise. SETD shall solicit TPAC members to include, but are not limited to, representatives from the following:

- a. SETD’s Board of Commissioners member
- b. SETD’s Senior and Disabled Advisory Committee member
- c. RideCare Advisory Board member
- d. Clatsop County

- e. Business commuter
- f. Transit non-user
- g. Family representative (parent who would be travelling with children)
- h. Transit-dependent users or advocates (transportation-disadvantaged as per federal definition)
- i. Person with a disability or advocate for people with disabilities
- j. ODOT Region 2 Planner
- k. ODOT Region 2 Transit Coordinator
- l. Cities within the Study Area

- 1.2 PMT Meeting #1, Refined Schedule and Focus Areas – SETD shall organize and Consultant shall lead PMT Meeting #1 in Astoria to review Project tasks, responsibilities, and deliverables, refine the Project Schedule (the “Refined Schedule”), and discuss issues related to preparing upcoming deliverables. As part of PMT Meeting #1, SETD and Consultant shall determine an overall Project outreach approach to federal Title VI populations. As part of PMT Meeting #1, SETD and Consultant shall discuss and agree on focus areas for the LRCTP. Focus areas may include the following cities that act as a hub for nearby towns:
- a. Astoria: Knappa/Svensen and Burnside Area, Sunset Beach/Camp Rilea and Westlake Area
  - b. Gearhart: Buds campground, bowling alley and Creekside Area
  - c. Manzanita: Mahler Area
  - d. Cannon Beach: Tolovana Area
  - e. Seaside

Consultant shall revise the Refined Schedule as needed after PMT Meeting #1 and provide the Revised Schedule electronically to the APM and SETC, along with a decision log, documenting decisions made during the PMT Meeting #1, notes on the decisions, and next steps definition. Consultant shall attend PMT Meeting #1 in person.

- 1.3 Memo #1: Public and Stakeholder Involvement Strategy (“PSIS”) – Consultant shall prepare Memo #1 that outlines the outreach efforts to gain input throughout the Project from a wide range of interested citizens and community representatives. The purpose of the Memo #1 is to identify all of the public outreach efforts and explain how they will be integrated with the Project’s technical work so these tasks can complement and support each other. Potential coordination with outreach efforts associated with the current Clatsop County Transportation System Plan must be accounted for by the Consultant. SETD’s public involvement policies and practices must be referenced to show compliance with applicable requirements.

In Memo #1 must include outreach needs and reporting requirements consistent with the Federal Title VI Program provisions, to ensure full and fair participation by all potentially affected community members in the decision-making process. Memo #1 must include analysis of the census data to report on the numbers of protected populations. Particular attention must be given to Spanish speakers and those without internet access to determine how best to accommodate their needs during outreach efforts.

The PMT shall review and provide one consolidated set of written comments on Memo #1. Consultant shall revise Memo #1 to respond to PMT comments.

- 1.4 Draft Memo #2: Existing System Draft – Consultant shall prepare draft Memo #2 to:
- Document the nature and extent of SETD and non-SETD-provided transit services in Clatsop County and adjacent counties;

- Assess strengths and limitations of SETD and non-SETD-provided transit service and vehicle profiles;
- Define and identify existing transit markets based upon household survey data and travel demand modeling information from ODOT and NWOCA; and
- Assess unmet intercity and intra-city existing and future transit markets in urban and rural areas and for special populations such as seniors, disabled, youths, veterans, and others who may be transportation-disadvantaged.

Consultant shall use forecast data from ODOT and NWOCA to identify future transit markets and compare to existing transit service to assess gaps or unmet needs.

Consultant shall gather additional background information on the following types of transit services and market factors:

- RideCare;
- Transportation Options Program for Clatsop, Columbia, and Tillamook Counties;
- Non-SETD transit services within the Study Area – information necessary to document the existing transit system, including for ODOT’s Drive Less Connect campaign;
- Transit providers in adjacent counties or cities with initial potential (as determined by SETD prior to beginning draft) to better coordinate with SETD services;
- Special populations – information necessary to identify unmet transportation needs for the transportation-disadvantaged using stakeholder outreach and the Census;
- Base year data relating to defined transit market characteristics, including origin and destination data related to transit trips;
- Transit specific model available to measure unmet need;
- Record and identify current resources that are available to determine how the current fare structure is supporting the existing system;
- Current use of transit technology; and
- Inventory of community agencies.

Memo #2 must include information gathered in subtasks 1.6 through 1.11 and will be an ongoing effort completed in advance of subtask 1.12: TPAC Meeting #1.

Information in Memo #2 must be presented in narrative form with tables, maps, photographs, and other graphics necessary to communicate key ideas and findings.

SETD shall organize outreach and coordination conference calls with cities, transit agencies, and counties within the Study Area. Consultant shall participate in up to 12 outreach and coordination conference calls, as part of Memo #2 and as determined by the APM.

- 1.5 Final Memo #2: Existing System –PMT shall review and provide one consolidated set of written comments on draft Memo #2. Consultant shall send Memo #2 to the TPAC for review after one round of revisions. Consultant shall prepare final Memo #2 after TPAC Meeting #1 to respond to TPAC comments.
- 1.6 Project Webpage – SETD shall develop and host a Project internet webpage (the “Project Webpage”) on the SETD webpage. Consultant shall provide SETD input on the layout of the Project Webpage within 2 weeks of PMT Meeting #1. Consultant shall develop Project Webpage materials to be compatible with SETD Webpage requirements. Consultant shall develop initial Project Webpage materials which include a Project overview and objectives, the Refined Schedule, a list of Project deliverables, and SETD contact information. SETD shall manage the webpage and add all necessary materials as they are made available.

- 1.7 Questionnaire #1 – Consultant shall prepare Questionnaire #1 (passenger survey) to identify system needs, both in online and on-board/paper formats. The passenger survey must ask peoples’ origins and destinations, reasons why they take public transit, and ideas for improvement. A “ridecheck” component must be included in the survey. SETD shall conduct both passenger survey and “ridecheck.” Consultant shall translate the finalized online and on-board Questionnaire into Spanish as well as English. SETD shall administer on-board Questionnaire #1 and post online Questionnaire #1 on Project Webpage. As determined by APM, Questionnaire #1 may occur while Memo #2 is being developed or after it is drafted to gain validation of needs identified within the draft. Consultant shall prepare a tally of Questionnaire #1 responses and incorporate findings into Memo #2.
- 1.8 Stakeholder Small Groups – Consultant shall hold four “Stakeholder Small Group” discussions with stakeholders to introduce the Project and solicit comments about how well existing transit services address their needs and what ideas they have for future or improved services. As determined by APM, the Stakeholder Small Group discussions must occur while Memo #2 is being developed or after it is drafted to gain validation of needs identified within the draft. SETD shall schedule meeting times, contact participants, and arrange logistics for Stakeholder Small Groups meetings. All Stakeholder Small Group discussions will be scheduled for no more than two Consultant trips. Consultant shall provide written minutes for each Stakeholder Small Group and incorporate findings from the Stakeholder Small Groups meetings into Memo #2. No more than two Consultant staff are required to attend Small Group meetings in-person.
- 1.9 SETD Board of Commissioners Work Session #1 – SETD shall organize and Consultant shall lead a work session with the SETD Board to kick off the Project, review goals, and solicit comments regarding existing service and ideas for future or improved services. As determined by APM, the SETD Board Work Session #1 may occur while Memo #2 is being developed or after it is drafted to gain validation of needs identified within the draft. If possible, the SETD Board work session will be scheduled on the same day as the Stakeholder Small Groups.
- 1.10 Outreach Efforts #1 - Consultant and SETD shall perform up to six total Outreach Efforts, with three occurring in this subtask. Outreach Efforts #1 events are three of the six events intended to assess existing regional transit service and identify transit system needs, including those for special populations, such as seniors and persons with disabilities. As determined by APM, these events may occur while Memo #2 Existing System is being developed or after it is drafted to gain validation of needs identified within the draft. Consultant shall prepare materials, including a means to record comments, and develop a strategy and schedule to coordinate Consultant and SETD attendance at area gathering places and events, such as farmers markets, school events, grocery stores, and shopping centers. Consultant must attend each Outreach Efforts #1 event, each event is expected to be approximately 2 hours in duration, and events must be scheduled logistically to require no more than two Consultant trips.

Consultant shall prepare a summary of comments received from Outreach Efforts #1 events, to be finalized after review by SETD and APM and incorporated into Memo #2.

- 1.11 TPAC Meeting #1 – SETD shall organize and Consultant shall lead TPAC Meeting #1 to introduce the Project and its objectives, and solicit TPAC comments on the completeness, accuracy, and findings of draft Memo #2. SETD shall review TPAC comments and provide consolidated recommendations to Consultant on revisions for Memo #2.

- 1.12 Study Area Tour - SETD and Consultant shall co-facilitate a tour of the Project Study Area on the same day as TPAC Meeting #1 with PMT, TPAC and other interested parties. SETD shall provide transportation for the Study Area tour.
- 1.13 Interim Title VI Report – SETD shall prepare and submit to APM an Interim Title VI Report, based on public involvement to date on the Project, which documents Project process and outreach for all income, race, gender, and age groups.

**SETD Deliverables**

- 1.A Project Initiation & Project Management (Subtask 1.1)
- 1.B PMT Meeting #1 attendance (Subtask 1.2)
- 1.C Memo #1 outreach, coordination, review, and PMT comment (Subtask 1.3)
- 1.D Draft Memo #2 outreach, coordination, review, and PMT comment (Subtask 1.4)
- 1.E Final Memo #2 outreach, coordination, review, and TPAC comment (Subtask 1.5)
- 1.F Project Webpage (Subtask 1.6)
- 1.G Administer Questionnaire #1 (Subtask 1.7)
- 1.H Stakeholder Small Groups (Subtask 1.8)
- 1.I SETD Board of Commissioners Work Session #1 (Subtask 1.9)
- 1.J Outreach Efforts #1 (Subtask 1.10)
- 1.K TPAC Meeting #1 (Subtask 1.11)
- 1.L Study Area Tour (Subtask 1.12)
- 1.M Interim Title VI Report (Subtask 1.13)

**Consultant Deliverables**

- 1.A Project Initiation & Project Management (Subtask 1.1)
- 1.B PMT Meeting #1, Refined Schedule and Focus Areas (Subtask 1.2)
- 1.C Memo #1 (Subtask 1.3)
- 1.D Draft Memo #2 (Subtask 1.4)
- 1.E Final Memo #2 (Subtask 1.5)
- 1.F Project Webpage Initial Materials (Subtask 1.6)
- 1.G Questionnaire #1 (Subtask 1.7)
- 1.H Stakeholder Small Groups (Subtask 1.8)
- 1.I SETD Board of Commissioners Work Session #1 (Subtask 1.9)
- 1.J Outreach Efforts #1 (Subtask 1.10)
- 1.K TPAC Meeting #1 (Subtask 1.11)
- 1.L Study Area Tour (Subtask 1.12)

**Task 2 Land Use Impact on Future Transportation Needs**

**Objective:** Examine how regional transit service expansion could help meet the travel needs of future land uses in the Study Area and expand or enhance transportation choices.

**Subtasks**

- 2.1 Draft Memo #3: Land Use Impact on Future Transportation Needs – Consultant shall prepare draft Memo #3 that proposes up to 5 transit corridors between destinations within the Study Area, based on planned future land uses and transit markets, with the actual number of corridors to be approved by PMT. Particular emphasis must be placed on connecting the 5 incorporated cities in the Study Area. Consultant shall take the following actions in preparing draft Memo #3:
  - a. Using adopted Comprehensive Plans of jurisdictions within the Study Area, identify the land use patterns of Study Area communities, considering the locations of housing, employment

- centers, commercial services, and other key destinations. Building on these land use patterns, assess future regional growth within the Study Area based on adopted Comprehensive Plans, available information from ODOT, NWOCA, the Census Bureau (2010 household to work travel patterns) and considering coordinated population forecasts, trends in housing and employment, comprehensive plan designations, buildable lands inventories, and planned development of major transportation corridors within Study Area communities;
- b. Use information from interviews with staff from each community within the Study Area conducted during Task 1 outreach efforts to learn how each is meeting their TPR-related benchmarks;
  - c. Identify potential transit corridors within the Study Area based on planned future land uses, transit markets, and considering TPR-related benchmarks; and,
  - d. Examine the potential cost of providing transit services, including frequency and span of service, to each transit corridor. Consultant shall develop a methodological approach to cost estimates with the SETD, seeking prior approval before estimating any costs. The agreed-upon methodology must be documented in memo form as an appendix to Memo #3.

Information in Memo #3 must be presented in narrative form with tables, maps, photographs, and other graphics necessary to communicate key ideas and findings.

- 2.2 Final Memo #3: Land Use Impact on Future Transportation Needs - PMT shall review and provide one consolidated set of written comments on draft Memo #3. Consultant shall send Memo #3 to TPAC for review after one round of revisions. Consultant shall prepare final Memo #3 after TPAC Meeting #2 to respond to TPAC comments.
- 2.3 PMT Meeting #2 – SETD shall organize and Consultant shall lead PMT Meeting #2 to review and discuss issues related to draft Memo #3. Consultant shall prepare a decision and next steps log, documenting decisions made, notes on the decisions, and next steps defined during PMT Meeting #2. Leading into the evaluation framework task 3.1, at this stage it is important to begin the discussion of goal creation with the PMT. Taking into account the information analyzed in Memo #2, Memo #3, and various outreach activities, ODOT, SETD and the Consultant shall begin the development of system goals that the evaluation framework will achieve.
- 2.4 TPAC Meeting #2 – SETD shall organize and Consultant shall lead TPAC Meeting #2 to solicit TPAC comments on draft Memo #3. SETD shall review TPAC comments and provide consolidated recommendations to Consultant on revisions to Memo #3.
- 2.5 Project Webpage Update – Consultant shall provide Task 2 Webpage materials, summarizing major findings from Memo #3 in English and Spanish. SETD shall post Task 2 Webpage materials to webpage.

#### **SETD Deliverables**

- 2.A Draft Memo #3 review and SETD and PMT comment (Subtask 2.1)
- 2.B Draft Memo #3 review and TPAC comment (Subtask 2.2)
- 2.B PMT Meeting #2 (Subtask 2.3)
- 2.C TPAC Meeting #2 (Subtask 2.4)
- 2.D Project Webpage Update (Subtask 2.5)

#### **Consultant Deliverables**

- 2.A Draft Memo #3 (Subtask 2.1)
- 2.B Final Memo #3 (Subtask 2.2)
- 2.C PMT Meeting #2 (Subtask 2.3)

- 2.D TPAC Meeting #2 (Subtask 2.4)
- 2.E Project Webpage Update materials (Subtask 2.5)

### **Task 3          Envision Future Service Opportunities**

**Objective:** Establish an evaluation framework to evaluate potential service opportunities. Build upon the work of previous tasks and identify potential service opportunities that address identified service gaps and needs. Identify ways to better coordinate services and strengthen the collaboration and communication among all transit service providers within the Study Area and with other key providers bordering the Study Area.

#### **Subtasks**

- 3.1 Draft Memo #4: Evaluation Framework - Consultant shall develop draft Memo #4, that establishes an evaluation framework to prioritize the future service opportunities to be more fully developed in Memo #5. The evaluation framework must be structured to help determine the most urgent needs to address. Evaluation criteria must include categories such as connections to land use, transit markets served, access for transportation disadvantaged, fare recovery potential, number of potential users served, and other categories as determined with the PMT.
- 3.2 Final Memo #4: Evaluation Framework - PMT shall review and provide one consolidated set of written comments on draft Memo #4. Consultant shall send Memo #4 to TPAC for review, after one round of revision,. Consultant shall prepare final Memo #4 after TPAC Meeting #3 to respond to TPAC comments.
- 3.3 Draft Memo #5: Future Service Opportunities – Consultant shall prepare draft Memo #5, which must identify ways SETD can provide better transit service to communities within the Study Area and improve coordination with other transit providers both within and adjacent to the Study Area. Consultant shall propose a vision of what transit service could become for meeting unmet transportation needs as part of draft Memo #5. Consultant and SETD actions to prepare draft Memo #5 shall include the following:
  - a. Consultant shall contact communities within and adjacent to the Study Area to share findings from Memos #1 and #2 and discuss future transportation needs and potential future service. SETD shall coordinate with Clatsop County to obtain information relating to smaller communities that may have limited resources and cannot provide information directly to Consultant. Consultant and SETD shall participate in up to 9 coordination calls and 3 in-person meetings, as determined by the APM. In-person meetings will be scheduled to require no more than one trip.
  - b. Consultant shall identify ways to:
    - Provide service where gaps occur;
    - Eliminate service duplication;
    - Increase linkages between systems;
    - Coordinate schedules between systems;
    - Plan fare media that can be used across transit systems; and
    - Plan joint marketing of transit within the region through discussions with other transit providers both within and adjacent to the Study Area. Consultant shall provide schedule coordination potential at a strategic level and not at the precise level of timing at stops;

- c. Consultant shall identify potential service opportunities, both urban and rural; at a strategic or corridor level rather than the level of detailed route and stop information;
- d. Consultant shall identify potential transit market areas to support corridor level analysis using information best suited to meet the goals of this Project, such as data provided by the ODOT Transportation Planning Analysis Unit.
- e. Consultant shall analyze types of transportation services that are most appropriate for rural transit markets and service areas;
- f. Consultant shall assess cost of providing services with projected revenue stream. Consultant shall prepare up to 5 cost estimates for all of the corridors as determined by PMT, for budgeting purposes;
- g. Consultant shall propose possible service scenarios: identify the components of “best cases” to achieve improved services; consider service reduction scenarios and identify the impacts of reduced services; and
- h. Consultant shall examine how improved transit services contribute to the reduction of greenhouse gas emissions in Study Area and provide a qualitative or order-of-magnitude assessment using simple conversion factors.

Information in Memo #5 must be presented in narrative form with tables, maps, photographs, and other graphics necessary to communicate key ideas and findings.

- 3.4 Final Memo #5: Future Service Opportunities - PMT shall review and provide one consolidated set of written comments on draft Memo #5. Consultant shall send draft Memo #5 to TPAC for review, after one round of revisions. Consultant shall prepare final Memo #5 after TPAC Meeting #3 to respond to TPAC comments.
- 3.5 PMT Meeting #3 – SETD shall organize and Consultant shall lead PMT Meeting #3 to solicit PMT comments on draft Memos #4 and #5. Consultant shall prepare a decision and next steps log, documenting decisions made, notes on the decisions, and next steps defined during PMT Meeting #3. A portion of PMT Meeting #3 must cover progress on goal-setting begun in PMT Meeting #2.
- 3.6 TPAC Meeting #3 – SETD shall organize and Consultant shall lead TPAC Meeting #3 to solicit TPAC comments on draft Memos #4 and #5, on the same day as PMT Meeting #3. SETD shall review TPAC comments and provide consolidated recommendations to Consultant on revisions for Memos #3, #4, and #5.
- 3.7 Project Webpage Update – Consultant shall provide Task 3 Webpage materials, summarizing major findings from Memos #3, #4 and #5 to SETD. Consultant shall provide materials in English and Spanish. SETD shall post Task 3 Webpage materials.
- 3.8 Outreach Efforts #2 – Consultant shall conduct a second round of three outreach events to gather input on the service opportunities and evaluation framework tasks. SETD will discuss locations and will attempt to locate outreach events in areas that were not covered during round 1 to ensure geographic coverage.

**SETD Deliverables**

- 3.A Draft Memo #4 review and PMT comment (Subtask 3.1)
- 3.B Draft Memo #4 review and TPAC comment (Subtask 3.2)
- 3.C Draft Memo #5 review and PMT comment (Subtask 3.3)
- 3.D Draft Memo #5 review and TPAC comment (Subtask 3.4)
- 3.E PMT Meeting #3 (Subtask 3.5)
- 3.F TPAC Meeting #3 (Subtask 3.6)

- 3.G Project Webpage Update (Subtask 3.7)
- 3.H Outreach Efforts #2 (Subtask 3.8)

### **Consultant Deliverables**

- 3.A Draft Memo #4 (Subtask 3.1)
- 3.B Final Memo #4 (Subtask 3.2)
- 3.C Draft Memo #5 (Subtask 3.3)
- 3.D Final Memo #5 (Subtask 3.4)
- 3.E PMT Meeting #3 (Subtask 3.5)
- 3.F TPAC Meeting #3 (Subtask 3.6)
- 3.G Project Webpage Update materials (Subtask 3.7)
- 3.H Outreach Efforts #2 (Subtask 3.8)

## **Task 4 Transit Goals Practices and Policies**

**Objective:** Update transit-related goals and policies and establish benchmarks to measure progress toward the updated goals and policies.

### **Subtasks**

- 4.1 PMT Meeting #4 – SETD shall organize and Consultant shall lead PMT Meeting #4 to finalize Project goals. These goals may entail updates to transit-related goals found in the SETD Comprehensive Transportation Plan (2001), SETD Strategic Prioritization Plan (2012), SETD Coordinated Human Services Transportation Plan (2013), Northwest Ride Center’s Coordinated Care Organization Contract (2014), and Clatsop County and local jurisdictions’ Transportation System Plans, or entirely new goals based upon the analysis and outreach conducted for this Project. Consultant shall prepare a decision and next steps log, documenting decisions made, notes on the decisions, and next steps defined during PMT Meeting #4.
- 4.2 Draft Memo #6: Updated Goals, Policies, and Practices – Consultant shall prepare draft Memo #6, which reviews existing goals, policies, and practices in SETD Comprehensive Transportation Plan (2001), identifies goals, policies and practices needing to be updated, and proposes updates and revisions. Goals and policies are expected to include amendments to local Comprehensive Plans or development codes to help ensure access to transit is provided as part of future development and land use permitting processes and SETD is notified of opportunities to review and participate in those processes. Consultant shall identify key issues, goals and policies and general strategies to achieve goals and policies. The goals, policies and practices will be further refined in Memo #8. Consultant shall consider the any updates considered at PMT Meeting #4 as part of Memo #6.
- 4.3 Final Memo #6: Updated Goals, Policies, and Practices - PMT shall review and provide one consolidated set of written comments on draft Memo #6 to Consultant. Consultant shall send Memo #5 to TPAC for review, after one round of revisions. Consultant shall prepare final Memo #6 after TPAC Meeting #4 to respond to TPAC comments. Consultant shall translate the major findings from Memo #6 into Spanish and SETD will post them on the webpage.
- 4.4 Draft Memo #7: Future Service Opportunities Evaluation and Prioritization and Monitoring Program – Consultant shall evaluate future service opportunities and provide a draft prioritization list using the evaluation framework developed in Memo #4. Consultant shall include a monitoring program to track performance of future service opportunities. The monitoring program must include elements such as:
  - Service standards

- Cost efficiency metrics
- Service efficiency metrics
- Stop standards (amenities)

Consultant shall send draft Memo #7 to PMT for review and comment.

- 4.5 Final Memo #7: Future Service Opportunities Evaluation and Prioritization and Monitoring Program - Consultant shall send Memo #7 to TPAC for review, after one round of revisions responding to PMT comments. Consultant shall prepare final Memo #7 after TPAC Meeting #4 to respond to TPAC comments.
- 4.6 TPAC Meeting #4 – SETD shall organize and Consultant shall lead TPAC Meeting #4 to solicit TPAC comments on draft Memos #6 and #7. SETD shall review TPAC comments and provide consolidated recommendations to Consultant on revisions for Memos #6 and #7.
- 4.7 Draft Memo #8: Transit Benchmarks – Consultant shall prepare draft Memo #8 to establish benchmarks suitable to be used to measure progress on the goals and policies recommended in Memo #6 and to measure progress on TPR-related transit requirements. In preparing draft Memo #8, Consultant shall take the following actions:
- Evaluate existing SETD transit benchmarks to measure progress on the goals and policies recommended in Memo #6 and to measure progress on TPR-related transit requirements;
  - Identify TPR-related benchmarks in Clatsop County and in individual local transportation system plans from communities in the Study Area;
  - Identify potential amendments to local comprehensive plans (policies) or development codes (new or revised code provisions) to address policy and code issues recommended in Memo #6.
  - Propose additional or revised benchmarks;
  - Determine how benchmarks should be assessed; and,
  - Compare benchmarks with data on previous performance of progress on TPR-related transit requirements as provided by SETD, and decide method for measurement in future years.
- 4.8 Final Memo #8: Transit Benchmarks - PMT shall review and provide one consolidated set of written comments on draft Memo #8. Consultant shall provide Memo #8 to TPAC for review, after one round of revisions. Consultant shall prepare final Memo #8 after TPAC Meeting #5 to respond to TPAC comments.
- 4.9 TPAC Meeting #5 – SETD shall organize and Consultant shall lead TPAC Meeting #5 to solicit TPAC comments on draft Memo #8. SETD shall review TPAC comments and provide consolidated recommendations to Consultant on revisions for Memo #8.
- 4.10 Project Webpage Update – Consultant shall provide Task 4 Webpage materials to SETD. SETD shall post Task 4 Webpage materials.
- 4.11 Questionnaire #2 – Consultant shall prepare draft Questionnaire #2 (service options survey), in both online and on-board/paper formats, to seek feedback on the prioritization of future service opportunities, such as service hours, service frequencies, and type of service. Consultant shall finalize the draft Questionnaire #2 based on SETD comments. Consultant shall translate the finalized online and on-board Questionnaire into Spanish. SETD shall administer on-board Questionnaire #2 and post online Questionnaire #2 on its Webpage. Questionnaire #2 must be left open through the time of Open Houses conducted in Task 5. Consultant shall prepare a tally and analysis of Questionnaire responses.

### **SETD Deliverables**

- 4.A PMT Meeting #4 (Subtask 4.1)
- 4.B Draft Memo #6 review and PMT comment (Subtask 4.2)
- 4.C Draft Memo #6 review and TPAC comment (Subtask 4.3)
- 4.D Draft Memo #7 review and PMT comment (Subtask 4.4)
- 4.E Draft Memo #7 review and TPAC comment (Subtask 4.5)
- 4.F TPAC Meeting #4 (Subtask 4.6)
- 4.G Draft Memo #8 review and PMT comment (Subtask 4.7)
- 4.H Draft Memo #8 review and TPAC comment (Subtask 4.8)
- 4.I TPAC Meeting #5 (Subtask 4.9)
- 4.J Project Webpage Update (Subtask 4.10)
- 4.K Administer Questionnaire #2 (Subtask 4.11)

### **Consultant Deliverables**

- 4.A PMT Meeting #4 (Subtask 4.1)
- 4.B Draft Memo #6 (Subtask 4.2)
- 4.C Final Memo #6 (Subtask 4.3)
- 4.D Draft Memo #7 (Subtask 4.4)
- 4.E Final Memo #7 (Subtask 4.5)
- 4.F TPAC Meeting #4 (Subtask 4.6)
- 4.G Draft Memo #8 (Subtask 4.7)
- 4.H Final Memo #8 (Subtask 4.8)
- 4.I TPAC Meeting #5 (Subtask 4.9)
- 4.J Project Webpage materials (Subtask 4.10)
- 4.K Questionnaire #2 (Subtask 4.11)

### **Task 5 Draft LRCTP**

**Objective:** A draft LRCTP that includes a vision for future transit service, proposes a set of strategies to address unmet transit needs in the Study Area, includes recommendations for strengthening coordination among transit providers, and identifies priorities and a plan for implementation.

#### Subtasks

- 5.1 PMT Meeting #5 and Draft LRCTP Outline – SETD shall organize and Consultant shall lead PMT Meeting #5 to discuss the components and format of the Draft LRCTP. Consultant shall prepare a Draft LRCTP Outline in advance of the meeting to serve as a basis for the PMT discussion. Consultant shall prepare a decision and next steps log, documenting decisions made, notes on the decisions, and next steps defined during the PMT meeting.
- 5.2 Draft LRCTP – Consultant shall prepare a Draft LRCTP, building on the work prepared in previous tasks and according to the agreement reached at PMT Meeting #5 related to Draft LRCTP components and format. The Draft LRCTP must include maps, charts, and other graphics as necessary to communicate key ideas and must include at a minimum the following elements:
  - a. The vision of what transit service can become as developed in Memo #5 and an implementation plan and strategies to achieve the vision;
  - b. Updated transit goals, policies, and practices;
  - c. Updated transit benchmarks;
  - d. Market Analysis and travel patterns

- e. Discussion of future service opportunities, considerations, and monitoring program to track performance of future service opportunities, including coordination with North by Northwest Connector and Tillamook plan outcomes;
- f. Using the benchmarks identified in Memo #8, prioritized LRCTP services, with the most urgent needs receiving the highest ranking;
- g. Service and capital requirements needed for each service priority;
- h. Financial impact of meeting each service priority and capital needs;
- i. Components of a plan for coordinating transportation systems, schedules, fare media, and marketing with regional partners;
- j. Measures to ensure access to transit is incorporated in future developments within close proximity to transit routes and stops, including potential related local Comprehensive Plan and Development Code amendments;
- k. Process to ensure that SETD is notified of development applications and processes within close proximity to existing or planned transit services, including potential related local Comprehensive Plan and Development Code amendments;
- l. Monitoring program to track performance of the implemented alternatives; and
- m. Appendices as agreed upon in PMT Meeting #5 and any subsequent PMT communications.

The PMT shall review and provide written comments on the Draft LRCTP to the Consultant.

- 5.3 TPAC Meeting #6 – SETD shall organize and Consultant shall lead TPAC Meeting #6 to solicit TPAC comments on Draft LRCTP.
- 5.4 Open Houses #1-4 – SETD shall arrange for Open Houses in four different locations within the Study Area, siting and scheduling them to encourage widespread and diverse public participation. Consultant shall facilitate Open Houses #1-4 to solicit public comment on the Draft LRCTP. Consultant shall prepare presentation materials as needed, including slide show or graphical displays, informational handouts, copies of Project deliverables, and similar materials needed to adequately and appropriately convey Project information. Consultant shall provide a suitable means for gathering and compiling public comments. Open Houses are anticipated to last approximately two hours each and be scheduled over no more than 3 days (two evening and two midday events are one option).
- 5.5 Contingent Local Planning Staff Workshop [CONTINGENCY TASK] – - No work under this Contingent Task shall be done without the prior written approval (e-mail acceptable) of the APM. Consultant shall work with SETD staff as needed to schedule and conduct a workshop with Planning or Community Development Directors from Clatsop County and the cities of Astoria, Warrenton, Seaside, Cannon Beach, Gearhart and Manzanita. Each Local Planning Staff Workshop shall include the review of proposed Comprehensive Plan policy and Development Code amendments, answer questions and discuss how amendments could be refined to be better tailored to each community and ultimately adopted by each jurisdiction.
- 5.6 Revised LRCTP – Consultant shall revise the Draft LRCTP to respond to public, TPAC and PMT comments. Consultant shall provide a revised Draft LRCTP to both SETD and APM. Consultant shall translate the summary of the Revised LRCTP into Spanish
- 5.7 Project Webpage Update – Consultant shall provide Task 5 Webpage materials to SETD. SETD shall post Task 5 Webpage materials.

### **SETD Deliverables**

- 5.A PMT Meeting #5 and Draft LRCTP Outline review and comment (Subtask 5.1)
- 5.B Draft LRCTP review and comment (Subtask 5.2)
- 5.C TPAC Meeting #6 (Subtask 5.3)
- 5.D Open Houses #1-4 (Subtask 5.4)
- 5.E *Contingent Local Planning Staff Workshop (Subtask 5.5)*
- 5.F Project Webpage Update (Subtask 5.7)

### **Consultant Deliverables**

- 5.A PMT Meeting #5 and Draft LRCTP Outline (Subtask 5.1)
- 5.B Draft LRCTP (Subtask 5.2)
- 5.C TPAC Meeting #6 (Subtask 5.3)
- 5.D Open Houses #1-4 (Subtask 5.4)
- 5.E *Contingent Local Planning Staff Workshop (Subtask 5.5)*
- 5.F Revised LRCTP (Subtask 5.6)
- 5.G Project Webpage Update materials (Subtask 5.7)

## **Task 6 Adoption**

**Objective:** Take the Revised LRCTP to the SETD Board of Commissioners for adoption.

### **Subtasks**

- 6.1 SETD Board of Commissioners Work Session #2 – SETD shall schedule and notice a SETD Board of Commissioners Work Session. Consultant shall present key elements of the Revised LRCTP (presentation format to be determined by SETD) and respond to questions.
- 6.2 SETD Board of Commissioners Adoption Hearing – SETD shall schedule, notice, and conduct a public hearing to take testimony and consider adoption of the Revised LRCTP. SETD shall arrange for Public Comment Period, prepare and present staff report, and take official minutes. Consultant shall attend to answer questions and provide information and support to the SETC, with no formal presentation expected.
- 6.3 Final LRCTP – Consultant shall prepare Final LRCTP, making revisions necessary as a result of the adoption process. Consultant shall translate the summary of the Final LRCTP into Spanish and SETD shall post the summary and Final LRCTP on the webpage. Consultant shall provide two hard copies and two electronic copies – both .pdf and editable format - to both the SETD and APM.
- 6.4 Final Title VI Report – SETD shall prepare and submit to APM Final Title VI Report that builds on Task 1 Interim Title VI Report and documents Project process and outreach for all income, race, gender, and age groups for the entire Project.

### **SETD Deliverables**

- 6.A SETD Board of Commissioners Work Session #2 (Subtask 6.1)
- 6.B SETD Board of Commissioners Adoption Hearing (Subtask 6.2)
- 6.C Final Title VI Report (Subtask 6.4)

**Consultant Deliverables**

- 6.A SETD Board of Commissioners Work Session #2 (Subtask 6.1)
- 6.B SETD Board of Commissioners Adoption Hearing (Subtask 6.2)
- 6.C Final LRCTP (Subtask 6.3)

<b>TPAC &amp; PMT Meetings</b>	<b>Deliverable Being Reviewed</b>
PMT Meeting #1	Project Tasks, Responsibilities, Project Schedule, Title VI Outreach & Focus Areas
TPAC Meeting #1	Draft Memo #2
PMT Meeting #2	Draft Memo #3
TPAC Meeting #2	Draft Memo #3
PMT Meeting #3	Draft Memos #4 & #5
TPAC Meeting #3	Draft Memos #4 & #5
PMT Meeting #4	Finalize Project Goals
TPAC Meeting #4	Draft Memos #6 & #7
TPAC Meeting #5	Draft Memo #8
PMT Meeting #5	Draft LRCTP Outline
TPAC Meeting #6	Draft LRCTP

**SCHEDULE**

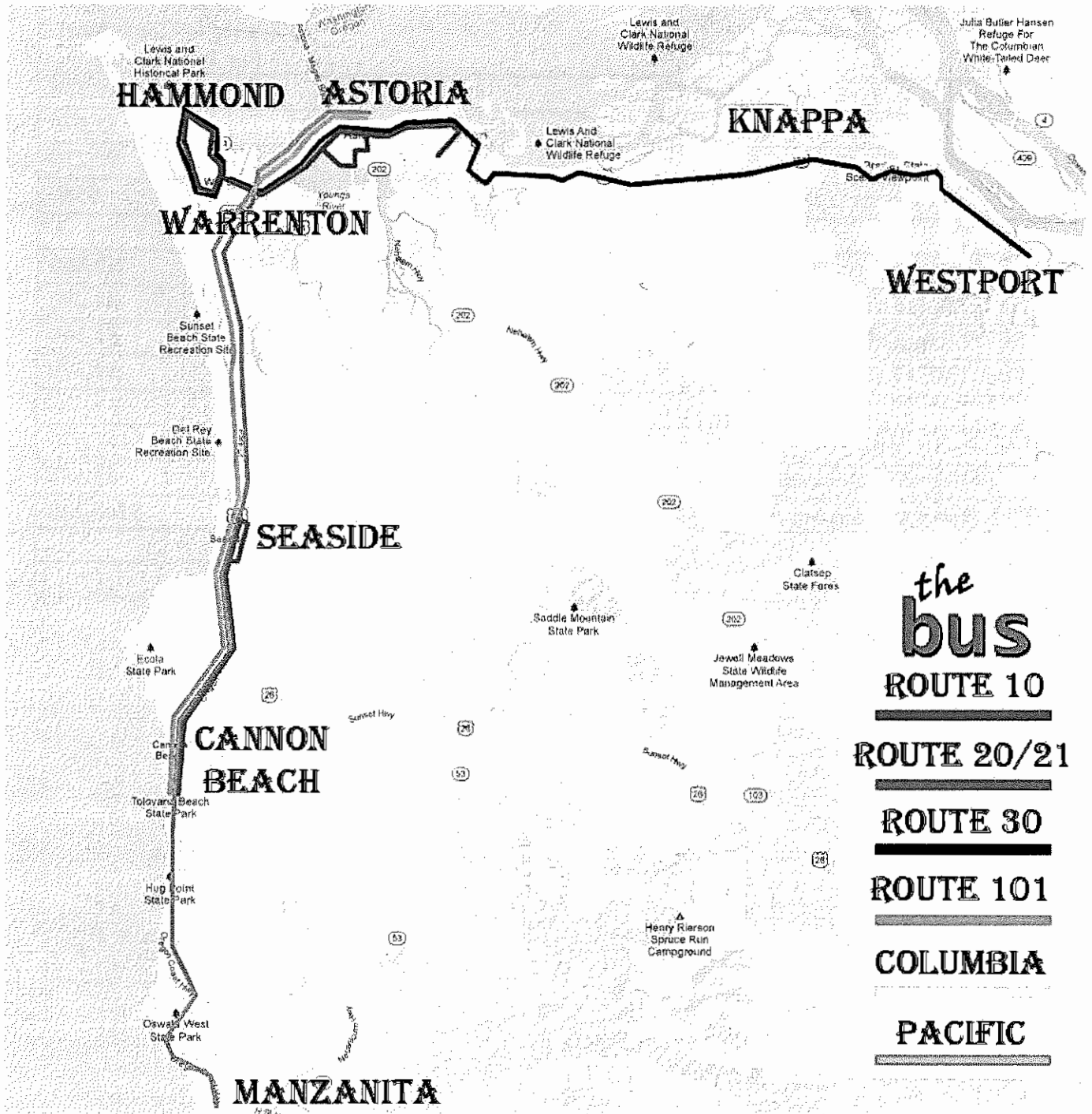
<b>Task # &amp; Description</b>	<b>Project Schedule</b>
Task 1: Project Initiation and Existing Conditions	January 2015– May 2015
Task 2: Land Use Impact on Future Transportation Needs	April – June 2015
Task 3: Envision Future Service Opportunities	June 2015 – September 2015
Task 4: Transit Goals Practices and Policies	September – December 2015
Task 5: Draft LRCTP	December 2015 – February 2016
Task 6: Adoption	March 2016 – July 2016

**CONSULTANT DELIVERABLE TABLE**

<b>Task and Deliverable</b>	<b>Total Fixed Amount Payable to Consultant Per Deliverable</b>
<b>Task 1 Project Initiation and Existing Conditions</b>	<b>\$47,960</b>
1.A Project Initiation and Project Management (Subtask 1.1)	\$1,530
1.B PMT Meeting #1, Refined Schedule and Focus Areas (Subtask 1.2)	\$4,110
1.C Memo #1 (Subtask 1.3)	\$5,180
1.D Draft Memo #2 (Subtask 1.4)	\$8,900
1.E Final Memo #2 (Subtask 1.5)	\$1,240
1.F Project Webpage Initial Materials (Subtask 1.6)	\$1,090
1.G Questionnaire #1 (Subtask 1.7)	\$3,910

<b>Task and Deliverable</b>	<b>Total Fixed Amount Payable to Consultant Per Deliverable</b>
1.H Stakeholder Small Groups (Subtask 1.8)	\$4,910
1.I SETD Board of Commissioners Work Session #1 (Subtask 1.9)	\$2,980
1.J Outreach Efforts #1 (Subtask 1.10)	\$8,710
1.K TPAC Meeting #1 (Subtask 1.11)	\$2,980
1.L Study Area Tour (Subtask 1.12)	\$2,420
<b>Task 2 Land Use Impact on Future Transportation Needs</b>	<b>\$11,220</b>
2.A Draft Memo #3 (Subtask 2.1)	\$5,850
2.B Final Memo #3 (Subtask 2.2)	\$770
2.C PMT Meeting #2 (Subtask 2.3)	\$2,010
2.D TPAC Meeting #2 (Subtask 2.4)	\$2,110
2.E Project Webpage Update materials (Subtask 2.5)	\$480
<b>Task 3 Envision Future Service Opportunities</b>	<b>\$28,770</b>
3.A Draft Memo #4 (Subtask 3.1)	\$4,790
3.B Final Memo #4 (Subtask 3.2)	\$1,170
3.C Draft Memo #5 (Subtask 3.3)	\$11,020
3.D Final Memo #5 (Subtask 3.4)	\$1,170
3.E PMT Meeting #3 (Subtask 3.5)	\$1,960
3.F TPAC Meeting #3 (Subtask 3.6)	\$1,880
3.G Project Webpage Update materials (Subtask 3.7)	\$460
3.H Outreach Efforts #2 (Subtask 3.8)	\$6,320
<b>Task 4 Transit Goals Practices and Policies</b>	<b>\$35,890</b>
4.A PMT Meeting #4 (Subtask 4.1)	\$1,870
4.B Draft Memo #6 (Subtask 4.2)	\$6,650
4.C Final Memo #6 (Subtask 4.3)	\$1,690
4.D Draft Memo #7 (Subtask 4.4)	\$6,930
4.E Final Memo #7 (Subtask 4.5)	\$1,300
4.F TPAC Meeting #4 (Subtask 4.6)	\$3,460
4.G Draft Memo #8 (Subtask 4.7)	\$7,150
4.H Final Memo #8 (Subtask 4.8)	\$1,690
4.I TPAC Meeting #5 (Subtask 4.9)	\$2,110
4.J Project Webpage materials (Subtask 4.10)	\$460
4.K Questionnaire #2 (Subtask 4.11)	\$2,580
<b>Task 5 Draft LRCTP</b>	<b>\$34,700</b>
5.A PMT Meeting #5 and Draft LRCTP Outline (Subtask 5.1)	\$1,870
5.B Draft LRCTP (Subtask 5.2)	\$9,730
5.C TPAC Meeting #6 (Subtask 5.3)	\$2,110

<b>Task and Deliverable</b>	<b>Total Fixed Amount Payable to Consultant Per Deliverable</b>
5.D Open Houses #1-4 (Subtask 5.4)	\$9,530
5.E <i>Contingent Local Planning Staff Workshop (Subtask 5.5)</i>	\$5,670
5.F Revised LRCTP (Subtask 5.6)	\$5,210
5.G Project Webpage Update materials (Subtask 5.7)	\$580
<b>Task 6 Adoption</b>	<b>\$9,800</b>
6.A SETD Board of Commissioners Work Session #2 (Subtask 6.1)	\$4,290
6.B SETD Board of Commissioners Adoption Hearing (Subtask 6.2)	\$1,140
6.C Final LRCTP (Subtask 6.3)	\$4,370
<b>TOTAL Non-Contingency Deliverables</b>	<b>\$162,670</b>
<i>Total Contingency Deliverables:</i>	<i>\$5,670</i>
<b>TOTAL Non-Contingency + Contingency Deliverables</b>	<b>\$168,340</b>



SETD's Main Service Area

- the*  
**bus**  
**ROUTE 10**

---

- ROUTE 20/21**

---

- ROUTE 30**

---

- ROUTE 101**

---

- COLUMBIA**

---

- PACIFIC**

---

**F. CONTINGENCY TASKS**

The table below is a summary of contingency tasks that Agency, at its discretion, may authorize Consultant to perform. Details of the contingency tasks and associated deliverables are stated in the Task section of the SOW. Consultant shall complete only the specific contingency task(s) identified and authorized via written (email acceptable) Notice-to-Proceed ("NTP") issued by Agency's APM. If requested by Agency, Consultant shall submit a detailed cost estimate for the agreed-to contingency Services (within the NTE amount(s) in the Contingency Task Summary Table) within the scope of the contingency task.

If Agency chooses to authorize some or all of these tasks, Consultant shall complete the authorized tasks and deliverables per the schedule identified for each task. The NTP will include the contingency task name and number, agreed-to due date for completion and NTE for the authorized contingency task.

Each contingency task is only billable (up to the NTE amount identified for the task) if specifically authorized per NTP. In the table below, the "NTE for Each" amount for a contingency task includes all labor, overhead, profit, and expenses for the task. The funds budgeted for contingency tasks may not be applied to non-contingency tasks without an amendment to the WOC. The total amount for all contingency tasks authorized shall not exceed the maximum identified in the table below. Each authorized contingency task must be billed as a separate line item on Consultant's invoice.

**Contingency Task Summary Table**

Contingency Task Description	Method of Comp.	Total NTE Amount
5E <i>Contingent Local Planning Staff Workshop (Subtask 5.5)</i>	Lump Sum per Deliverable	\$5,670
<b>Total NTE For All Contingency Tasks:</b>		\$5,670

**G. ADDITIONAL PROVISIONS FOR WOCs**

1. **Project Cooperation.** All Project Cooperation provisions, as detailed in Attachment 1 to PA Exhibit F, shall apply to this WOC.
2. **Reserved**
3. **Reserved**
4. **Reserved**
5. **ODOT Web Standards and Expectations.** Consultant shall perform all web-related Services required under this WOC in conformance with the **ODOT Web Standards and Expectations** (available at: [http://www.oregon.gov/ODOT/COMM/Pages/Web\\_Toolkit.aspx](http://www.oregon.gov/ODOT/COMM/Pages/Web_Toolkit.aspx)), which is incorporated into this WOC with the same force and effect as though fully set forth herein. ODOT shall have ownership and control of work products developed by Consultant as set forth in the terms and conditions of the Price Agreement, section 7 - **Ownership of Work Product**.

**H. COMPENSATION**

The method(s) of compensation and payment option(s) selected below (**and as specified for any Contingency Tasks in the table in Section F**) are incorporated from Exhibit B to the PA. For additional detail and requirements regarding compensation methods, payment options, or Agency's right to withhold retainage, see PA - Exhibit B, Compensation. No compensation is provided to Consultant for negotiations, preparing or revising cost estimate for Services, or negotiating contracts with subcontractors.

**H.1 Non-Contingency Tasks**

**The method(s) of compensation for non-contingency tasks in this WOC is:**

- Fixed Price Per Deliverable (includes all labor costs, overhead, profit, travel and other expenses)

**H.2 Payment Options**

- Payment upon Deliverable completion;

### H.3 RESERVED

### H.4 Total WOC NTE Amount

	Compensation Summary Table	Amount
<b>1. CPFF NTE Amount (not including Fixed-Fee or contingencies)</b>	NTE Amount for allowable costs of non-contingency Services in this WOC. <b>Basis for Fixed-Fee calculation: \$43,000</b>	N/A
<b>2. Fixed-Fee Amount</b>	Total of Fixed-Fee amount(s) (for CPFF only)	N/A
<b>3. Fixed Price Amount</b>	Total of Fixed Price amount(s)	\$168,340
<b>4. T&amp;M NTE Amount (or) Travel NTE Amount</b>	Total for any non-contingency Services	N/A
<b>5. Price Per Unit NTE Amount</b>	Total NTE for Price Per Unit Costs	N/A
<b>6.</b>	<b>Total Non-Contingency Amount</b> (line 15 of BOC Summary tab):	\$162,670
<b>7.</b>	<b>Total for Contingency Tasks (if any) per Section F above:</b>	\$ 5,670
<b>TOTAL NTE (line 6 plus line 7)</b> This amount includes all direct and indirect costs, profit, Fixed Fee amount (if any) and contingency task costs (if any).		<b>\$168,340</b>

### H.5 Invoices

Invoices must be in conformance with the ODOT Invoice Requirements Guide and any other PA requirements. The Invoice Requirements Guide is available on the Internet at:  
<http://www.oregon.gov/ODOT/CS/OPO/docs/aepage/InvReq1.doc>

Consultant shall submit invoices electronically via email to: [OPOContractInvoices@odot.state.or.us](mailto:OPOContractInvoices@odot.state.or.us) and [naomi.zwerdling@odot.state.or.us](mailto:naomi.zwerdling@odot.state.or.us).

### H.6 Summary Report of Subcontractors Paid

Consultant shall submit (via fax, scanned and sent via e-mail, or hard copy delivery) a completed, signed "Summary Report of Subcontractor's Paid" 734-2722 (pdf) " form 734-2722 to APM certifying that payment was made to all certified and non-certified subcontractors or suppliers (**required for all projects that include subs, regardless of funding source or whether or not a DBE goal or MWESB Aspirational Target is assigned**). The form is available from the Internet at: <http://www.odot.state.or.us/forms/odot/highway734/2722.pdf> or from the Office of Civil Rights at 503-986-4350. Consultant shall submit with its on-time monthly invoice a completed "Summary Report of Subcontractor's Paid" (form 734-2722) to APM the month following each month payment (including retainage that is returned) was made to a subcontractor or supplier.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISIONS**  
**(No Goal)**

For purposes of these DBE Provisions, "Contract" means any project-specific contract, Price Agreement (PA), Work Order Contract (WOC), Task Order, or any other contract entered into with ODOT (or local agency when applicable). "Consultant" and "Contractor" are hereinafter referred to as "Contractor". **See section e for specific reporting requirements of Contractor.**

- a. **Policy and Program Authorities:** ODOT and Contractor agree to abide by and take all necessary and reasonable steps to comply with these DBE Provisions and the following, which are incorporated in this Contract with the same force and effect as though fully set forth in this Contract:
- o ODOT DBE Policy Statement
  - o ODOT DBE Program Plan, and
  - o Requirements of Title 49, Code of Federal Regulations, Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

ODOT's DBE Program authorities are set forth in the ODOT DBE Program Plan.

- b. **DBE Goals:** ODOT's overall goal for DBE participation is 16.95% for FHWA funded Contracts and 2% for FTA funded Contracts. For FHWA funded contracting, ODOT may assign DBE Contract goals to increase participation by substantially underutilized DBE groups pursuant to ODOT's August 20, 2012 USDOT-approved waiver. Under the waiver, all DBEs, except Asian Pacific American-owned DBEs, are eligible for use to meet an assigned DBE Contract goal on A&E and Related Services Contracts. However, all DBE utilization, including Asian Pacific American-owned DBE utilization, may be credited toward meeting ODOT's overall goal in accordance with 49CFR § 26.55.

**A DBE participation goal has not been established for this procurement.**

- c. **Nondiscrimination Requirement:** Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this USDOT-assisted Contract. Failure by 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. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- d. **Prompt Payment and Retainage:** Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 10 calendar days from receipt of each payment Consultant receives from ODOT (or local agency when applicable). In addition, Contractor shall return any retainage payments to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed.
- e. **Reporting Requirements:** Contractor shall report all subcontractor utilization (including any DBE participation obtained through race-neutral means) throughout the period of performance. Contractor shall submit with its on-time monthly invoice a completed "Summary Report of Subcontractor's Paid" (form 734-2722) to APM the month following each month payment was made to a subcontractor or supplier.
- f. **Commercially Useful Function:** For Contracts with no DBE goal assigned, ODOT may count race-neutral DBE participation toward its overall goal, provided the DBE is performing a commercially useful function (CUF) as set forth in 49 CFR 26.55. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract/subcontract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Additional detail regarding CUF requirements and other conditions for counting participation by DBE contractors

is set forth in 49 CFR 26.55. ODOT may perform a CUF review at any time during the performance of the Contract.

- g. **Termination of DBE Notification Requirement:** Contractor must promptly notify ODOT whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work. See additional requirements of 49CFR 26.53(f) regarding termination of a DBE.
- h. **Information/Questions:** The DBE program is administered by the ODOT Office of Civil Rights (OCR). Questions related to the DBE Program may be sent via email to [ocrinforequest@odot.state.or.us](mailto:ocrinforequest@odot.state.or.us) or otherwise directed to: Oregon Department of Transportation Office of Civil Rights 355 Capitol Street NE, Room 504 Salem, OR 97301-3871 Phone: 503-986-4350 Fax: 503-986-6382
- i. **Directory of Certified Firms:** A searchable database for active certified firms (by NAICS code, NIGP code, ODOT code, certification type, location or project ethnicity goals) is available on line at: <http://www4.cbs.state.or.us/ex/dir/omwesb/search/index.cfm?fuseaction=code>

**Related Web Sites:**

All forms, documents and CFRs referenced or linked in these DBE Provisions are available on line at:

- o **Forms:** [http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/forms.aspx#dbe form](http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/forms.aspx#dbe_form)
- o **Documents:** [http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/sbe/dbe/dbe program.aspx](http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/sbe/dbe/dbe_program.aspx)
- o **49 CFR Part 26:** <http://www.gpo.gov/fdsys/pkg/CFR-2011-title49-vol1/xml/CFR-2011-title49-vol1-part26.xml>

**Acronyms & Definitions**

APM	ODOT's or local agency's Project Manager for the WOC
CFR	Code of Federal Regulations
CUF	Commercially useful function
DBE	Disadvantaged Business Enterprise
OCR	ODOT Office of Civil Rights
ODOT	Oregon Dept. of Transportation
PA	Price Agreement
RFP	Request for Proposals
SSUR	Subcontractor Solicitation and Utilization Report
USDOT	United States Department of Transportation
WOC	Work Order Contract