WORK ORDER CONTRACT #: 7 (ORBuys PO #: 73000-00005662:2)

PRICE AGREEMENT ("PA") #: B38922 (ORBuys #: PO-73000-00005662)
Project Name/Location: City of Shady Cove, Local Street Network Plan
TGM File Code: 3A-23

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 **Parametrix, Inc.,** a Washington 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 Statement of Work and Delivery Schedule;
d. Attachment A – RESERVED;
e. Attachment B - Breakdown of Costs ("BOC") {except for Fixed-Price, file copy only};
f. Attachment C - DBE Provisions; and
g. Attachment C.1 - Committed DBE Breakdown and Certification Form(s).

WOC EXPIRATION DATE: 08/15/2026. The required schedule for performance under the WOC is specified in the Statement of Work and Delivery Schedule.

DBE - WOC includes federal funds? Yes		DBE Goal: 3%	
Certified Small Business Aspirational Target (for State-only funded WOCs over $100,000, including as amended; see PA Exhibit K): N/A			
Expenditure Account ("EA"): TG23LA15	Fed Aid #: SA00(603	ODOT Key #: K21732	
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 $3,368.07 for contingency tasks, each of which must be separately authorized by Agency.			**$175,138.18**

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.

CONSULTANT CERTIFICATION:

A. Any individual (the undersigned) signing on behalf of Consultant hereby certifies under penalty of perjury:

(1) Consultant has provided its correct taxpayer identification number to Agency for the above-referenced PA.

(2) Consultant is not subject to backup withholding because (**a**) Consultant is exempt from backup withholding, (**b**) 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 (**c**) the IRS has notified Consultant that Consultant is no longer subject to backup withholding.

(3) The undersigned is authorized to act on behalf of Consultant, the undersigned has authority and knowledge regarding Consultant's payment of taxes, and to the best of the undersigned's knowledge, Consultant is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means: (i) all tax laws of this state, including but not limited to ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; and (ii) any tax provisions imposed by a political subdivision of this state that apply to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant; and (iii) any tax provisions imposed by a political subdivision of this state that apply to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and (iv) any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

B. Any individual (the undersigned) signing on behalf of Consultant hereby certifies the undersigned is authorized to sign this WOC and that:

(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.

(2) 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.

(3) Consultant has made all required Conflict of Interest (COI) disclosures, if any.

(a) Consultant understands and has provided to all Associates (as defined in the COI Guidelines) the ODOT COI Guidelines and COI Disclosure Form available at: https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx. Consultant and, to the best of the undersigned's information, knowledge and belief**,** Consultant's Associates, are in compliance with and have no disclosures required per the COI Guidelines (as may revised from time to time by Agency)**;** or

(b) If disclosures regarding this WOC or the related Project are required per the ODOT COI Guidelines, Consultant has made such disclosures to Agency on a properly prepared and submitted COI Disclosure Form and, if determined necessary by Agency, a mitigation plan has been approved by Agency.

(4) **(a)** No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this WOC, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (https://www.gsa.gov/system/files/SFLLL_1_2_P-V12b.pdf) in accordance with its instructions.

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

(d) Consultant shall require that the language of this certification be included in all subcontracts in excess of $100,000 at all tiers and that all such subcontractors shall certify and disclose accordingly.

(5) Consultant has, and gives employees a written notice of, a policy and practice that meets the requirements described in ORS 279A.112. Such policy both prohibits, and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault and discrimination against employees who are members of a protected class. Consultant agrees, as a material term of the WOC, to maintain the policy and practice in force during the entire WOC term (see additional information and sample policy template at https://www.oregon.gov/DAS/Procurement/Pages/hb3060.aspx).

(6) Consultant has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.

(7) Consultant is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779 (https://www.irs.gov/pub/irs-pdf/p1779.pdf).

(8) In the event that Consultant is a general partnership or joint venture, Consultant signature(s) on this WOC constitutes 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.

Electronic Signatures.

The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the PA, WOC and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. Agency reserves the right at any time to require the submission of the hard copy originals of any documents.

Accessibility: The Oregon Department of Transportation is committed to complying with all statutory requirements to ensure that it is providing information that is more accessible to people with disabilities, as required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and 36 C.F.R. 1194 Appendix A. To request reasonable accommodation for access, due to a disability, to information related to this document, please contact the Oregon Department of Transportation's Procurement Office at OPOAdministration@odot.oregon.gov or phone #503-986-2710.

CONSULTANT:

Richard Roché Richard Roché (Oct 16, 2024 15:05 PDT) Signature	Sr. Vice President Title	10/16/2024 Date

DOJ LEGAL REVIEW for ODOT: (Not required per OAR 137-045-0030)

ODOT (Procurement Authority)

Ryan Penhollow Ryan Penhollow (Oct 17, 2024 06:20 PDT) Signature	Ryan Penhollow Print Name	 Date

STATEMENT of WORK and DELIVERY SCHEDULE
for
WOC # 7 under PA # B38922
City of Shady Cove, Local Street Network Plan
TGM File Code: 3A-23

PARTIES CONTACT INFORMATION

	Agency's Project Manager ("APM") for the WOC		**Agency's Contract Administrator for the WOC**
Name: Address: Phone: Email:	Virginia Elandt ODOT Region 3 3500 NW Stewart Parkway Roseburg, OR 97470 (541) 957-3635 Virginia.Elandt@odot.oregon.gov	Name: Phone: Email:	Virginia Elandt (541) 957-3635 Virginia.Elandt@odot.oregon.gov
	Consultant's Project Manager ("PM") for the WOC		**Alternate Contact for Consultant**
Name: Address: Phone: Email:	Erin David 5 SE Martin Luther King Jr. Blvd, Suite 400 Portland, OR 97214 503-233-2400 edavid@parametrix.com	Name: Phone: Email:	Ryan Farncomb (503) 416-6868 rfarncomb@parametrix.com
	Local Agency Contact ("LAC") for the Project IGA		**Alternate Contact for Local Agency**
Name: Phone: Email:	Michele Parry 541-878-2225 mparry@shadycove.org	Name: Phone: Email:	Rowan Fairfield 541-423-1382 rfairfield@rvcog.org

Agency may change the APM designation, Agency's address for invoicing (section H.5), or both by promptly sending written notice (e-mail notice acceptable) to Consultant, with a copy to tgmcentral@odot.oregon.gov. Changes to Agency's Contract Administrator for the WOC must be done by amendment. Any changes to the PM or CPM must be approved in writing (e-mail acceptable) by Agency. Consultant or City shall provide written notice (email acceptable) to Agency of any changes to alternate contacts.

A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

Agency is contracting with Consultant for Services in connection with the following planning project: City of Shady Cove Local Street Network Plan ("Project").

Project Purpose and Need

The City of Shady Cove ("City") Local Street Network Plan ("LSNP") is an update to the City's 2007 LSNP. An update is needed to direct development and infrastructure improvements. A fresh look at code,

ordinance, and policy to implement those improvements is necessary. The LSNP will require community engagement and detailed technical analysis to make informed choices, while financial strategies will help with realizing the public improvements. The Project will result in an update to the City's Comprehensive Plan.

Study Area
The Project will address the area within Shady Cove's urban growth boundary ("UGB"). Shady Cove is a small community in northern Jackson County ("County") bisected by the Rogue River and Oregon Highway 62 ("OR 62").

Problem Statement and Background
The City currently contracts out all their essential services including planning, which is managed contractually by the Rogue Valley Council of Governments.

Since the adoption of Current LSNP in 2007, the City has seen continued development within city limits that has demonstrated additional active transportation needs for residents as well as a need for a strategic vision for future transportation and land use development.

Active Transportation
An updated LSNP is needed to connect the City's growing active transportation network with available funding. Improving options for walking, rolling, and biking in Shady Cove will make these modes more attractive to residents and visitors, which can reduce carbon emissions.

Growth
Shady Cove has seen housing growth since the Current LSNP, mostly single-family homes located on cul-de-sacs. Most street connections proposed in the Current LSNP did not come to fruition, and some are now wholly unlikely because of existing development.

Shady Cove continues to see interest in commercial and residential development on vacant land within city limits and the UGB. Shady Cove's population is growing and there is an increase in recreation and tourism. The City's current topography and street layout make it difficult to travel the area without a car.

Connectivity
Shady Cove relies heavily on OR 62 for local street circulation. In the area north of the Rogue River, OR 62 provides the only continuous north-south route. Several side streets are cul-de-sac connected to OR 62 without other outlets. Areas of the City have a rudimentary grid pattern and residents must use OR 62 to get to other parts of town. Connectivity across local streets continues to be an issue and must be addressed through the updated LSNP.

Street Standards
The City has several unimproved streets and outdated street standards. The City struggles with setting appropriate speeds along local roadways due to streets being under mixed ownership. County owns and operates Rogue River Drive, a rural major collector within city limits. Code and ordinance updates are needed to direct future development and improve the City network, thereby attracting businesses and increasing property values. An updated LSNP will allow the City to make quicker, more accurate decisions on land use applications. City staff currently rely on outdated information which requires additional research and field work to make informed decisions.

An updated LSNP provides an opportunity for the City to make investments in future infrastructure such as purchasing right-of-way for a cross-connection, which could reduce congestion. Most importantly, by enforcing the long-term plans of the LNSP, the City can prevent sprawl and disconnectedness that would spur a UGB expansion.

Tourism
Tourism is a major part of Shady Cove's economy, which requires safe travel and transportation choices. Planning for the regional movement of people and goods and the local need for a strong and healthy downtown requires trade-offs. An updated LSNP will direct future improvements based on community needs. Shady Cove offers world-class rafting and fishing opportunities. It's also a gateway to Crater Lake which generates seasonal traffic fluctuations.

Infrastructure and Emergency Management Planning
Currently the street network is disjointed and in need of upgrades to support the public system. The City has a public works official to manage street maintenance and construction but there is no professional engineer on staff. The City contracts nearly all their public services including planning, water, fire, and law enforcement. The City recently participated in the Rogue Reimagined project, a Governor's Regional Solutions Team effort to help communities recover from the 2020 Almeda and South Obenchain wildfires. Emergency preparedness is at the forefront of development efforts and must be integrated into the updated LSNP.

Public Outreach
Public outreach and input are necessary to meet the needs of the community and prioritize new improvements. The LSNP will focus on a street network where residents and visitors can access their destinations safely and efficiently, while supporting the place-based vibrancy that makes those destinations worth visiting. There is an opportunity to create better connections to downtown, to recreation, to schools and the Upper Rogue Community Center. An updated LSNP provides an opportunity to re-examine the community's capacity and desire to expand its transportation alternatives.

Project Objectives

1. Recommend improvements and strategies that provide a safe and efficient transportation network based on existing and planned land uses for all ages and abilities.
2. Prioritize improvement projects for future funding and implementation.
3. Establish a LSNP that is concise and easy for the City, developers, and community to understand.
4. Develop a LSNP to address gaps and deficiencies in infrastructure and improve network connectivity for all modes.
5. Provide opportunities for interagency coordination and public involvement that are informative and collaborative.
6. Provide findings and recommendations for new and revised plans, policies, and development code that address street design standards, ownership, and right of way.
7. Comply with applicable state and local laws, rules, and regulations.
8. Update Transportation Element of City of Shady Cove Comprehensive Plan.

Acronyms and Definitions

ADA	the Americans with Disabilities Act of 1990
Agency or ODOT	Oregon Department of Transportation
APM	Agency's Project Manager
BOC	Breakdown of Costs
CFR	Code of Federal Regulations
City	City of Shady Cove
COI	Conflict of Interest
Consultant	Parametrix
LAC	Local Agency Contact
DBE	Disadvantaged Business Enterprise
DLCD	Department of Land Conservation and Development
GIS	Geographic Information Systems
NTE	Not-to-Exceed
NTP	Notice to Proceed
OAR	Oregon Administrative Rules
OCR	ODOT Office of Civil Rights
ORS	Oregon Revised Statutes
PAC	Project Advisory Committee
PM	Consultant's Project Manager
PMT	Project Management Team
Project	City of Shady Cove Local Street Network Plan
SOW	Statement of Work
State	State of Oregon
TGM	Transportation and Growth Management
TPAU	Transportation Planning Analysis Unit
TSP	Transportation System Plan
UGB	Urban Growth Boundary
v/c	Volume to Capacity
WOC	Work Order Contract

B. STANDARDS and GENERAL REQUIREMENTS

1. Standards

The standards, manuals, directives and other guidance applicable to Professional Services and Related Services are referenced below or available on Agency's webpages linked below and are incorporated by this reference with the same force and effect as though fully set forth herein.

The standards, manuals, directives and other guidance listed below or available on Agency's webpages are not exhaustive and may not include all applicable standards for a given Project. **Consultant shall be responsible for determining all applicable practices and standards to be used in performing Professional Services and Related Services. Consultant shall inform and demonstrate to Agency if standards, directives or practices required by Agency in performance of the work are insufficient, in conflict with applicable standards, or otherwise create a problem for the design.** Should the requirements of any reference, standard, manual or policy referenced in the PA **or WOC** conflict with another, Consultant shall, in writing, request Agency to resolve the conflict.

Unless otherwise specified in a given task, the most current version of applicable standards, manuals, directives and other procedural guidance shall apply. Unless otherwise specified, the system of measurement and language used in all deliverables must be English.

a. Planning, Survey, Preliminary Engineering and Design Manuals, Standards and Guidance:

- **Technical Manuals - alphabetical list** (https://www.oregon.gov/ODOT/Engineering/Pages/Manuals.aspx)
- **Planning Guidance and Resources** (https://www.oregon.gov/ODOT/Planning/Pages/Guidance.aspx)
- **Planning Analysis** (https://www.oregon.gov/ODOT/Planning/Pages/Technical-Tools.aspx)
- **Bridge Standards & Manuals** (https://www.oregon.gov/odot/bridge/pages/index.aspx)
- **Engineering Guidance** (https://www.oregon.gov/ODOT/Engineering/Pages/Eng-Guidance.aspx)
- **Technical Guidance** (https://www.oregon.gov/ODOT/Engineering/Pages/Technical-Guidance.aspx)
- **Access Management Manual & Guidance** (https://www.oregon.gov/odot/engineering/pages/access-management.aspx)
- **ODOT Forms Library** (https://www.oregon.gov/ODOT/Forms/Pages/default.aspx)

- **ADA Compliance – Assessment, Design, Inspection.** When the Services under this WOC include **assessment or design (or both)** for curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), Consultant shall:
  a. Use ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 ("ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards; and
  b. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.

  When the Services under this WOC include inspection of curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), all such inspections shall include inspection for compliance with the standards and requirements in a. and b. above. Inspections must be performed by ODOT certified inspectors (which must include certified environmental inspectors when appropriate). In addition, at Project completion, Consultant shall complete the applicable ramp-specific ODOT Curb Ramp Inspection Form734-5020(A-G) for each curb ramp constructed, modified, upgraded, or improved as part of the Project. Each completed form must be submitted electronically by clicking the "Submit by E-mail" button on the form (and cc APM). The forms are documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Forms and instructions are available at the following address: https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx

  Above references to curb ramps, sidewalks or pedestrian-activated signals also include, when applicable, shared use paths, transit stops, park-and-rides and on-street parking.

b. Website or Web Content Development and Maintenance Standards

Consultant shall perform all required web-related Services in conformance with the **ODOT Web Standards** (available at: https://www.oregon.gov/ODOT/Pages/Web-Toolkit.aspx), which is incorporated into this PA 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 PA, Part II, Section 7 - Ownership of Work Product.

c. ODOT Communications Standards

For any Consultant tasks that require communications functions on behalf of Agency, Consultant shall comply with the ODOT Communications Standards (available at: https://www.oregon.gov/ODOT/Pages/Web-Toolkit.aspx) which is incorporated into this WOC with the same force and effect as though fully set forth herein.

2. Software Requirements

In addition to the software requirements set forth in the PA, the following shall apply to this WOC:

- See Section D of this SOW; and
- As otherwise stated within tasks or this WOC.

3. Professional Licenses, Registrations and Qualifications

- Registered Professional Engineer (Civil or Traffic)

4. General Requirements

The APM (or such other individual identified in specific tasks or as designated in writing to Consultant) is the primary contact on behalf of Agency for this Project.

To the extent possible, all transmittals from Consultant to Agency must include as applicable the Project name and the Project file code.

- **Endorsement of Data.** Consultant shall place their official Oregon Registered Engineer seal and signature on all engineering design drawings and specifications furnished to ODOT, as well as any other materials specified in ORS 671.025, 671.379, 672.020(2), 672.025(2), 672.028(2) and 672.605, as applicable, that require such seal and signature.

- **Electronic Documents, Digital Seal and Signature.** If required under the WOC, Consultant shall use ODOT's APM email for electronic submittal and receipt of files as necessary for the Project, unless otherwise agreed upon. All final documents identified in ORS 671.025, 671.379, 672.020(2), 672.025(2), 672.028(2) and 672.605, as applicable, must bear the digital seal and signature of the Oregon registered professional under whose supervision and control they were prepared. Documents must be submitted in the format specified in the WOC for each deliverable and must comply with OAR 804-030, OAR 806-010, OAR 809-050 and OAR 820-025 requirements, as applicable, for digital seal and signature capable of independent verification, final and draft documents, modifications to designs, and dual stamping of documents.

- **Safety Equipment.** Consultant shall provide and use all safety equipment including (but not limited to) hard hats, safety vests and clothing if required by State and federal regulations and ODOT policies and procedures for the Services under the WOC.

- **Personnel, Materials, and Equipment**. Consultant shall provide competent personnel and shall furnish all supplies, equipment, tools, and incidentals required to accomplish the work. All equipment and tools must be in good operating condition and shall be kept in proper adjustment throughout the duration of the WOC. All materials and supplies must be of good quality and suitable for the assigned work.

- **State Owned Assets.** All State-owned assets, if any, in Consultant's possession must be promptly returned to Agency when the Services are complete, when the WOC is terminated, or when requested by Agency, whichever occurs first.

- **Legal Services and Fees.** If Consultant uses legal services to support the Consultant's performance of any Services under this WOC, that is a decision within the Consultant's discretion; however, no charges for Consultant legal counsel or for legal services shall be charged to Agency as a subconsultant cost or other cost and any such costs or charges shall be paid for by the Consultant at the Consultant's sole expense and at no cost to the Agency.

- **General Requirements for Project Management**
  City shall provide a LAC throughout the Project and other adequate staff to complete the Project in accordance with the anticipated timeline. APM, LAC (or alternate), and PM shall serve as the Project Management Team ("PMT") and may invite others to participate. City shall maintain effective communication and coordination between Agency and Consultant throughout the Project.

  Consultant and City shall use Basecamp, a project management application administered by ODOT, to store Project-related files, facilitate Project-related communications, and coordinate review of Project deliverables.

- **General Requirements for Written and Graphic Deliverables**
  All documents must be written concisely, in plain language, and use an easily understood format. Where possible, Consultant shall present information in tabular or graphic format, with a simple and concise accompanying narrative. All documents must be readable and usable in non-colorized text.

  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.

  Written deliverables must include the Project name, a title that refers to the WOC deliverable, draft number, subtask number, and date of preparation.

- **General Requirements for Final Deliverables**
  Final recommendations, plans, and amendments must not include names and logos of Consultant, the Transportation and Growth Management ("TGM") Program, ODOT, Oregon Department of Land Conservation and Development, or project codes. These items are only allowed on the acknowledgement page.

  Final recommendations, plans, and amendments must 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 Highway Administration, local government, and the State of Oregon funds.

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

- **General Requirements for Meetings and Public Events:**
  Meetings must be held in person, by video/virtual conference, by telephone, or any combination of the aforementioned, as determined by the APM.

  Meetings may include, but are not limited to: kick-off, project coordination, committee and public meetings or work sessions.

  "Arrange" meetings and public events includes but is not limited to: scheduling dates and times with participants, distribution of agendas and relevant materials in advance of the meeting or event, reserving a suitable location, placing advertisements in local media, and posting notices in public locations (such as City of Shady Cove buildings and libraries). Unless otherwise stated within specific tasks, "arrange" includes attendance.

  "Conduct" meetings and public events includes but is not limited to: preparing agendas and materials, making presentations, and facilitating discussion of relevant issues, and preparing summaries.

  Public events include any public involvement or outreach opportunities but is not limited to: open houses, workshops, tabling, focus groups, small group or one-on-one briefings, interviews, and public meetings.

  Public events must also include graphics such as poster boards, maps, or brochures as deemed appropriate by the PMT (e.g., PowerPoint or PDF if virtual). Consultant shall coordinate with City of Shady Cove and APM to review and approve the format for public events.

  Consultant shall prepare presentation materials for the Project Advisory Committee ("PAC") meetings. PAC meetings must utilize an agenda and visual presentation such as visually oriented, simple English handouts and poster boards (PowerPoint or PDF if virtual).

  City of Shady Cove shall ensure that all meetings are noticed and held in accordance with City of Shady Cove standards and ORS Chapter 192 - Records, Public Reports and Meetings.

  Meeting locations must be accessible by people with disabilities. Meeting notices must include an offer to make accommodations for people with disabilities with sufficient advance notice, and translation services upon request, with contact information for such notification.

- **General Requirements for Civil/Traffic Analyses, Landscape and Land Use Planning**
  - Consultant, by and through an Oregon registered Professional Engineer ("PE"), shall perform or oversee all traffic analysis services. Final memoranda containing traffic

analysis must be stamped by a PE with license being current and in good standing, with expertise in civil or traffic engineering.

- A Landscape Architect and a Land Use Planner shall conduct analysis appropriate for those disciplines.
- Intersection performance must be determined using the Highway Capacity Manual 7th Edition (published by the Transportation Research Board with manual calculations for signalized intersection Volume to Capacity ("V/C"). All traffic analysis software programs used must be consistent with Highway Capacity Manual procedures.
- Traffic analysis software must follow Highway Capacity Manual 7th Edition procedures. Signalized intersection V/C ratios must be manually calculated. Traffic analysis must be consistent with ODOT's Analysis Procedures Manual.
- Traffic analysis at non-State intersections must be compatible with Agency procedures and must follow standard engineering procedures and practices.
- Future build conditions (alternatives) must be consistent with City of Shady Cove, County and Agency design standards. Alternative improvements may be proposed subject to the approval of the facility's jurisdiction.
- Consultant shall submit all data and calculations to PMT and Agency for review and record-keeping. Consultant shall provide electronic file copies of analysis data. These written and electronic products must be in Agency and City of Shady Cove compatible formats.

- **Requirements for Public Involvement**

  Public Involvement must allow residents and business owners of City of Shady Cove and its environs an opportunity to provide input into the Project. City of Shady Cove 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, and local 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 affects their environment or health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the decision-making process; and (4) the decision makers seek out and facilitate the involvement of those potentially affected.

  The public involvement must include, but is not limited to, specific steps to provide opportunities for participation by federal Title VI communities. City of Shady Cove and Consultant shall utilize the ODOT Title VI (1964 Civil Rights Act) Plan guidance to identify Title VI populations, formulate public involvement strategies, and report outreach efforts to and participation by Title VI communities.

C. REVIEW, COMMENT and SCHEDULE OVERVIEW

- Consultant shall coordinate with City of Shady Cove and Agency staff as necessary and shall revise deliverables to incorporate review comments. APM will determine what constitutes a "minor" or "major" edit. Consultant is not required to make major revisions without an approved WOC amendment. This provision does not limit the right of Agency to require correction of deliverables that do not meet the standards and specifications outlined in this SOW.

- Unless otherwise specified in a given task,

- **Draft and Revised Deliverables**
  - Consultant shall provide a draft of written and graphic deliverables to the City of Shady Cove and APM, in electronic format at least 15 business days prior to broader distribution to the PAC or public. Consultant draft deliverables must be substantially complete, and any changes or revisions needed to address comments are expected to be minor.
  - City of Shady Cove shall and APM will review the draft deliverables and submit 1 set of consolidated, non-conflicting written comments on draft materials from its reviewers to Consultant within 5 business days from the date a deliverable is received.
  - Based on comments received, Consultant shall return the revised deliverables to City of Shady Cove and APM, with comments incorporated, within 5 business days of Consultant's receipt of City of Shady Cove and Agency's comments, unless a different timeframe is approved in writing by APM.

- **Final Deliverables**
  - City of Shady Cove shall provide consolidated non-conflicting written comments of public and other reviewers to Consultant before preparation of final deliverables. If City of Shady Cove cannot reconcile conflicting comments, APM will determine which comments will be kept.

- **Materials for Meetings and Public Events**
  - Consultant shall provide a draft of materials (includes agendas and presentation materials) for meetings and public events to the City of Shady Cove and APM in electronic format at least 10 business days prior to the associated meeting or event, unless another timeframe is approved in writing by APM. If changes are required, City of Shady Cove shall and Agency will provide comments to Consultant within 5 business days following receipt of the materials. Consultant shall revise materials as directed prior to use and electronically transmit to City of Shady Cove and APM at least 2 business days before the associated meeting or event. Consultant shall submit summary materials to City of Shady Cove and APM within 10 business days following each meeting or event.

D. FORMAT REQUIREMENTS

- Consultant shall submit draft, revised, and final 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.

- Graphic deliverables must be in software compatible with AutoCAD, SketchUp, Adobe Illustrator, or Environmental Systems Research Institute, Inc. ("ESRI") compatible Geographic Information Systems ("GIS") software, as appropriate to the deliverable. All graphic deliverables must be well documented, with Project name, a title that corresponds to the WOC deliverable, draft number, a legend, and the date of preparation. Electronic versions of base and plan maps must be in color and display-sized maps must be printed in color when important to public comprehension. Color deliverables must be readable when reproduced in black and white and in a color-blind safe palette.
- Maps must include details necessary to ensure usability, such as city limits, Urban Growth Boundaries ("UGB"s), street names, relevant environmental and cultural features, legend, date, etc. Maps included in the final deliverables must be at a scale that is legible.
- Consultant shall provide GIS deliverables to City of Shady Cove and APM. GIS deliverables must be in an ESRI-compatible format (shapefile or geodatabase) and use a spatial reference system must be consistent with ODOT GIS Data Unit Requirements.
- 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 the Services included in this WOC and in accordance with the performance requirements and delivery schedules included in this WOC. For purposes of standardization, the task numbering in this SOW may be non-sequential.

Unless otherwise stated in a specific task or deliverable, "up to" in this SOW will be as determined or approved by APM if the quantity requires less than the specified maximum to meet the Project need.

Consultant understands that the City has significant tasks related to, and involvement with, the Project. As such Agency has entered into a separate Intergovernmental Agreement ("Project IGA") with the City to provide services to the Project as described in this SOW that are not the responsibility of the Consultant. Information regarding the City deliverables and responsibilities is for informational purposes only.

For meeting requirements, including the defined meanings of "conduct" and "arrange", refer to Section B, part 4, of this SOW, under General Requirements for Meetings.

For tasks or subtasks noted as **[CITY TASK]**, Consultant has no tangible deliverables associated with these tasks.

The General Project Delivery Schedule is consolidated in a table at the end of Section E.

TASK 1: PROJECT MANAGEMENT
The objective of this task is to provide effective oversight and coordination for the successful completion of this Project.

1.1 Project Management Team ("PMT") Meetings
Consultant shall arrange and conduct up to 18 meetings with PMT and other appropriate Agency, City, and County representatives, as applicable, both scheduled and as required to address a specific issue. Meetings are anticipated to be 60 minutes long each. Dates, locations, and times of scheduled meetings will be determined by APM and City. APM will provide notice of meeting cancellation as needed. Consultant shall arrange and provide a standard call-in number or meeting link. Consultant shall develop an agenda for each meeting and shall disseminate the agenda to PMT no later than the evening prior to each meeting. Consultant shall develop a meeting summary and distribute no later than 2 business days following each meeting.

1.2 Progress Reports
Consultant shall prepare and submit Progress Reports (up to 18 total) during the Project. Progress Reports must be submitted to APM on or about the 15th calendar date of every month during the Project.

1.3 Refined Project Schedule
Consultant shall prepare a Refined Project Schedule and deliver it to City and APM for review at Task 2.3 Kickoff Meeting. City shall and APM will provide comments within 5 business days following receipt of Refined Project Schedule. Consultant shall make revisions afterwards to reflect discussion and comments. The Refined Project Schedule must conform to the General Project Delivery Schedule shown in Table 1, at the end of Section E, and the milestone dates provided in this WOC. Where reasonable, Consultant shall schedule and perform tasks concurrently to minimize time. The Refined Project Schedule must identify dates for the Task 2 meetings and other Task 2 activities. Consultant shall update the Refined Project Schedule up to 2 times, at APM's request, and distribute the updated schedule to City and APM.

City Deliverables:
None

Consultant Deliverables:
1.1 PMT Meetings (up to 18) agendas, meeting materials, meeting summaries
1.2 Progress Reports (up to 18)
1.3 Refined Project Schedule with up to 2 updates

TASK 2: INFORM AND ENGAGE
The objective of this task is to identify and contact interested parties to review Project materials and guide development of the LSNP.

2.1 Project Advisory Committee ("PAC") Roster [CITY TASK]
City shall establish and prepare a Project Advisory Committee Roster composed of both technical and community representatives. The PAC roster must contain name, affiliation, and email address.

The role of the PAC is to represent community interests and guide development of the LSNP.

At a minimum, the PAC roster must include representatives, including but not limited to:

- Active transportation;
- Low income or disadvantaged community;
- Economic development;
- Landowner
- ODOT;
- DLCD; and
- Other key City and state agency representatives.

A single member may serve as the representative for multiple categories listed above. Other members may be invited to participate in individual meetings when a certain specialty is required or throughout the Project. City and Consultant shall seek diverse representation of ages, ethnicities, abilities, and interests.

2.2 PAC Meetings

City shall arrange and Consultant shall conduct 5 PAC Meetings throughout the Project to review materials and solicit input.

- Meeting #1 must review TM #1 and TM #2
- Meeting #2 must review TM #3
- Meeting #3 must review TM #5
- Meeting #4 must review TM #6
- Meeting #5 must review Draft Local Street Network Plan and Draft Implementing Measures

PAC meetings are expected to be virtual and are expected to be 2 hours and must not exceed 3 hours. Consultant Key Staff Personnel shall attend.

2.3 Kickoff Meeting

City shall arrange and Consultant shall attend and conduct 1 in-person Kickoff Meeting with the PMT in Shady Cove to discern issues, opportunities, constraints, and aspirations for the LSNP. Kickoff Meeting must be held within 1 month following Agency's issuance of the Notice to Proceed ("NTP"). Consultant shall provide agenda at least 2 business days prior to the Kickoff Meeting and provide meeting summary no later than 1 week following the Kickoff Meeting.
Kickoff meeting may be up to 2 hours with no more than 4 Consultant staff (2 in person and 2 virtually) in attendance. Kickoff Meeting must occur on the same day as Task 2.4 Site Visit.

2.4 Site Visit

City shall arrange and conduct, and Consultant shall attend 1 Site Visit in Shady Cove. Site Visit must occur on the same day as the Kickoff Meeting. City shall guide the Consultant team in the review of key locations in Shady Cove. The Site Visit may be up to 3 hours with no more than 2 Consultant staff in attendance.

2.5 Public Involvement and Communications Plan ("PICP")

Consultant shall prepare a draft and final PICP for the Project consistent with the tasks listed in the WOC, which must include level of engagement for each group as well as coordination and responsibility.

The PICP must include specific steps to provide opportunities for participation by federal Title VI communities. City 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 send draft PICP to APM and City for review. Consultant shall prepare and submit final PICP to APM based on feedback received.

2.6 Project Webpage [CITY TASK]

City shall establish and maintain a Project Website during the entire Project. City shall be responsible for all aspects of the Project Website including, but not limited to: development, registration, hosting, gathering and monitoring of content, and controls, as required by and subject to approval by PMT. Project Website must be fully functioning and accessible after the Project Kick-Off Meeting and remain fully functioning and accessible for a minimum of 6 months following Project completion.

Project Website must include, at a minimum:

- Project deliverables: Tech Memos and all maps and graphics in PDF or JPG format;
- an embedded translate tool;
- method to sign up for a project notification list; and,
- meeting information (times, locations, agendas, summaries, and materials).

Project Website must be updated before and after meetings and at the end of Tasks. Any interactive features for public involvement must not require user registration.

2.7 Community Outreach Event

As identified in the Final PICP, the City shall arrange, and Consultant shall conduct 1 Community Outreach Event to be held during the Project. The Community Outreach Event may be an open house, tabling at one or more locations, or other activity or meeting, approved by APM. Consultant shall present materials and answer questions. Consultant shall prepare 1 flyer to advertise the Community Outreach Event. Consultant's presentation materials at the event must include a GIS Story Map and up to 10 24"x 36" display boards. Consultant shall also provide summary of Community Outreach Event to include comments received.

Up to 2 Consultant staff shall attend the Community Outreach Event in Shady Cove, which is anticipated to last up to 4 hours.

City Deliverables:

2.1 PAC Roster (roster list with contact information)
2.6 Project Webpage (Project Webpage, with initial and updated content)

Consultant Deliverables:

2.2 PAC Meetings (agendas, meeting materials, meeting summaries)
2.3 Kickoff Meeting (agenda and meeting summary)
2.4 Site Visit (agenda and meeting summary)
2.5 PICP (draft and final)
2.7 Community Outreach Event (presentation materials and summary)

TASK 3: PLANNING AND POLICY CONTEXT

The objective of this task is to review existing City transportation policy and how it relates to regional, state, and federal plans, policies, laws, and ordinances to identify possible ways to resolve conflicts.

3.1 Technical Memorandum ("TM") #1: Plans and Policy Framework

Consultant shall prepare a draft and final TM #1 that identifies federal, state, and local plans and policies. TM #1 must identify inconsistencies that affect the City's ability to implement the LSNP and recommend approaches for resolving conflicts. TM #1 must include tables, charts, or other graphics needed to explain and illustrate key points. TM #1 must include, but not be limited to, review of the following:

- Existing City Comprehensive Plan
- Current LSNP
- Jackson County Transportation System Plan ("TSP")
- Oregon Transportation Plan
- Transportation Planning Rules (Oregon Administrative Rules chapter 660, division 12)
- Oregon Highway Plan
- City Development Ordinances

Consultant shall send draft TM #1 to PMT for review and comment. Consultant shall prepare revised TM #1 based on comments and distribute to PAC for review at PAC meeting. Consultant shall prepare final TM #1 based on PAC comments and submit to PMT.

3.2 TM #2: Goals, Objectives, and Evaluation Criteria

Consultant shall prepare draft TM #2 to establish goals, objectives, and evaluation criteria in the assessment of proposed alternative in Task 5. Consultant shall review plans from final TM #1 as the basis for the Project's goals and objectives.

Consultant shall send draft TM #2 to PMT for review and comment. Consultant shall prepare revised TM #2 based on comments and distribute to PAC for review at PAC meeting. Consultant shall prepare final TM #1 based on PAC comments and submit to PMT.

3.3 TM #3: Baseline Information

Consultant shall prepare draft TM #3 using available information from City Comprehensive Plan, Agency, and TM #1 to inventory baseline information in the Study Area. Draft TM #3 must include the following categories: land use designations, population forecast, street fund revenue, ODOT and City improvement programs, and street network.

City shall provide to Consultant existing transportation system data from final plats, approved tentative plans, building permits, and other sources on arterial, collector, and local streets and improved and unimproved rights-of-way. As appropriate and available, Consultant shall collect data on condition, usage, and other specific system attributes.

City shall provide to Consultant existing inventory and mapping data on vacant lands, floodplain, steep slopes, and wetlands.

Data compilation or collection must include the following:

- Number of travel lanes
- Right-of-way widths

- Traffic volumes on arterials and collectors
- Location of all streets and driveways accessing collectors
- Functional classification of streets
- Location of stop signs and other traffic control devices
- Location and condition of bridges
- Location and condition of bicycle facilities
- Location and condition of pedestrian facilities
- Environmental and land use features

Consultant shall submit draft TM #3 to PMT for review and comment. Consultant shall prepare revised TM #3 based on comments and distribute to PAC for review at PAC meeting. Consultant shall prepare final TM #3 based on PAC comments and submit to PMT.

C3.4 Inventory Data Collection [Contingency Task, See Section F]
Consultant shall, with assistance from City, collect additional inventory data as necessary to identify, describe, and map the location of transportation system elements as they exist (built and approved) in the Study Area. This information will be provided to the City in a separate memo and incorporated into TM #3.

City Deliverables:
3.3 Baseline Information (provide readily available data)

Consultant Deliverables:
3.1 TM #1: Plans and Policy Framework (draft, revised and final)
3.2 TM #2: Goals, Objectives, and Evaluation Criteria (draft, revised and final)
3.3 TM #3: Baseline Information (draft, revised and final)
C3.4 Inventory Data Memo (data collection)

TASK 4: EXISTING AND FUTURE YEAR CONDITIONS
The objective of this task is to identify issues related to connectivity, safety, and operations within the Study Area.

4.1 TM #4: Methodology and Assumptions
Consultant shall prepare draft TM #4 to document methodologies, assumptions, and parameters to be used for volume development in the analysis of existing conditions, future (build and no-build), and alternatives. TM #4 must include analysis period(s) and anticipated software. The ODOT Analysis Procedures Manual must guide the chosen methodologies and assumptions to be used in the analysis.

Consultant shall submit draft TM #4 to City, ODOT Region 3 Traffic and ODOT Transportation and Analysis Unit ("TPAU") for review and comment. Consultant shall prepare and submit final TM #4 based on comments to City, APM, ODOT Region 3 Traffic and ODOT TPAU. Consultant shall obtain approval of final TM #4 from TPAU and ODOT Region 3 Traffic before beginning work in Task 4.3.

4.2 Traffic Data
Agency will provide traffic count data for the intersections listed below. Counts will use 15-min intervals during the PM peak (2pm – 6pm) period and include the full vehicle classification by mode (vehicle, pedestrian, and bicycle) and movement.

4-hour classification counts (2pm – 6pm)

1. Oregon Highway 62 @ Hudspeth Lane
2. Oregon Highway 62 @ Cleveland Street
3. Oregon Highway 62 @ Schoolhouse Lane
4. Oregon Highway 62 @ Williams Lane
5. Oregon Highway 62 @ Old Ferry Road
6. Oregon Highway 62 @ Indian Creek Road
7. Oregon Highway 62 @ Cedar Street
8. Oregon Highway 62 @ Birch Street
9. Oregon Highway 62 @ Edgewood Park Drive
10. Oregon Highway 62 @ Kee Lane
11. Oregon Highway 62 @ Maple Drive
12. Oregon Highway 62 @ Brophy Way
13. Rogue River Drive @ James Place
14. Rogue River Drive @ at Deer Park Lane
15. Cleveland Street @ Erickson Avenue

16-hour classification counts (6am – 10pm)

16. Oregon Highway 62 @ Rogue River Drive

Consultant shall obtain the past 5 years of crash data from Agency's Crash Data & Reporting Unit for both state highways and non-state streets and perform crash analysis. Consultant's data for state highways must include locations on the Safety Priority Index System.

4.3 TM #5: Existing and Future Conditions Analysis and Summary

Consultant shall analyze existing traffic conditions, crash history and deficiencies within the Study Area for intersections listed in task 4.2, up to 15 of intersections, in accordance with final TM #4.

Consultant shall:

- Apply Level of Service ("LOS") standards to City facilities and volume to capacity ("v/c") ratio to Agency facilities;
- Evaluate failing, un-signalized intersections with Agency's ADT-based preliminary signal warrants and the Manual on Uniform Traffic Control Devices ("MUTCD");
- Use the Highway Safety Manual ("HSM") Part B Network Screening Critical Crash Rate and Excess Proportions of Specific Crash Types methods for listed intersections;
- Determine auto deficiencies by comparing the results of the analysis to the applicable agency and City mobility targets and standards using the methodologies agreed to in final TM #4;
- Assess deficiencies of all other modes including bicycle, pedestrian, and transit;
- Conduct Level of Traffic Stress ("LTS") analysis for all roadways collector and above in the Study Area as per ODOT's Analysis Procedures Manual (Chapter 14) to include bicycle and pedestrian facility conditions;
- Conduct Multimodal LOS analysis for all study area signalized intersections listed in Task 4.2, as per ODOT's Analysis Procedures Manual (Chapter 14);
- Where applicable, calculate the excess proportions of specific crash types; segment, intersection, and critical crash rates for the Study Area intersections. Consultant shall compare intersection

Crash rates to published 90th percentile crash rates in Exhibit 4-1: Intersection Crash Rates per Million Entering Vehicles ("MEV") by Land Type and Traffic Control, in the ODOT Analysis Procedures Manual. Consultant shall compare segment crash rates with Table II in Agency's published Crash Rate Tables for similar facilities. Consultant shall document crash patterns for locations that exceed the calculated critical crash rate, the published segment, or the 90th percentile intersection rate. Consultant shall identify and report specifics for any crashes that resulted in a fatality or severe injury. Consultant shall identify and document pedestrian and bicycle crashes. Locations flagged by Consultant as a concern in the development of this task must include countermeasures or safety improvements in the development of Project alternatives (Task 5); and

- Summarize non-motorized transportation movement for all count locations by volume, type and direction.

Consultant shall analyze future traffic conditions for the 20-year planning horizon using growth rates based on Portland State University population forecasts, land use designations within the Study Area, and historic traffic information available from ODOT. Analysis must be consistent with existing conditions and developed in accordance with final TM #4.

Consultant shall prepare draft TM #5 to summarize current and future transportation system safety, operations, and deficiencies within the Study Area.

Consultant shall submit draft TM #5 to PAC for review and comment. Consultant shall prepare revised TM #3 based on comments and distribute to PAC for review at PAC meeting. Consultant shall prepare final TM #3 based on PAC comments and submit to PMT.

City Deliverables:
None

Consultant Deliverables:
4.1 TM #4: Methodology and Assumptions (draft and final)
4.3 TM #5: Existing and Future Conditions Analysis and Summary (draft, revised and final)

TASK 5: DEVELOP & EVALUATE ALTERNATIVES
The objective of this task is to develop, evaluate and document transportation network alternatives.

5.1 TM #6: Proposed Alternatives
Consultant shall prepare transportation network alternatives based on known deficiencies and screen them for fatal flaws (such as environmental or land use constraints). Consultant shall document proposed alternatives in draft TM #6 with an emphasis on safety, gap in-fill, and connectivity. Proposed alternatives in draft TM #6 must be clearly presented in a map and table evaluated against the goals, objectives, and evaluation criteria established in final TM #2.

Consultant shall submit draft TM #6 to City and APM for review and comment. Consultant shall prepare revised TM #6 based on comments and distribute to PAC for review at PAC meeting. Consultant shall prepare final TM #6 based on PAC comments and submit to City and APM.

5.2 TM #7: Alternatives Analysis and Preferred Alternative

Consultant shall analyze proposed alternatives from final TM #6 based on evaluation criteria establish in TM#3. For each alternative addressing safety. Consultant shall propose countermeasures and their likely impacts to the safety of each design. Any potential countermeasures must be derived from the ARTS Crash Reduction Factors (available at https://www.oregon.gov/odot/engineering/pages/arts.aspx) listing or the Crash Reduction Factors Appendix. If the countermeasure is not in the Crash Reduction Factor list then Consultant shall use the Crash Modification Factors in the HSM Part D or FHWA Crash Modification Factors Clearinghouse (available at https://www.cmfclearinghouse.org/), or both, to indicate the potential relative crash percentile reduction for each safety strategy. Evaluation anticipates traffic analysis for up to 5 projects.

Consultant shall summarize analysis and preferred alternatives in draft TM #7. Preferred Alternatives must be listed in table format with corresponding map. Consultant shall include electronic analysis files as an appendix to draft TM #7.

Consultant shall submit draft TM #7 to PMT for review and comment. Consultant shall prepare revised TM #7 based on comments and distribute to PAC for review at PAC meeting. Consultant shall prepare final TM #7 based on PAC comments and submit to PMT.

5.3 TM #8: Project Sheets and Finance Program

Consultant shall prepare standalone draft Project sheets for each of the preferred alternatives from final TM #7. Project sheets must include:

- A description of the project, with a graphic, cross section or both;
- Project Location by mile point (if applicable);
- Planning-level cost estimate;
- Transportation facility characteristics;
- Constraints/considerations of the project;
- Implementation triggers;
- Deficiency or need being addressed;
- Project benefit;
- Land use and environmental elements including any potential permits;
- Design exceptions (where required and sufficient data is available to determine);
- Assumed right of way impacts (if known);
- Impacts to bicyclists, pedestrians, and vehicular traffic operations; and
- Impacts to safety for all transportation modes.

Consultant shall include a Finance Program in TM#8 that outlines the City and Agency's ability to fund the table of improvements listed in final TM #7 within the 20-year planning horizon. Funding plans and programs identified in final TM #3 must be used to assess the feasibility of funding the list of improvements.

Consultant shall submit draft TM #8 to PMT for review and comment. Consultant shall prepare revised TM #8 based on comments and distribute to PAC for review at PAC meeting. Consultant shall prepare final TM #9 based on PAC comments and submit to PMT.

City Deliverables:
None

Consultant Deliverables:
5.1 TM #6: Proposed Alternatives (draft, revised, and final)
5.2 TM #7: Alternatives Analysis and Preferred Alternative (draft, revised, and final)
5.3 TM #8: Project Sheets and Finance Program (draft, revised, and final)

TASK 6: SHADY COVE LOCAL STREET NETWORK PLAN ("LSNP")
The objective is to prepare adoption-ready text to implement the City's LSNP through comprehensive plan and development ordinance amendments.

6.1 Draft LSNP and Draft Implementation Measures
Consultant shall prepare draft LSNP for review and comment. Draft LSNP must include a clear and concise executive summary.

Consultant shall prepare draft Implementation Measures which list amendments required to implement the draft LSNP. Draft Implementation Measures must be shown in **bold** and ~~strikethrough~~ format consistent with adoption findings.

Consultant shall submit draft LSNP and draft Implementation Measures to APM and City for review and comment. City staff shall prepare the staff report and findings to support Task 6.2.

6.2 Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation [CITY TASK]
City shall prepare and submit Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation a minimum of 35 calendar days prior to the scheduled City Planning Commission Hearing in accordance with ORS 197.610 and OAR 660-018-0020. City shall submit notice to Department of Land Conservation and Development along with Draft LSNP and Draft Implementation Measures.

6.3 Adoption Hearings
City shall arrange and conduct 2 Adoption Hearings: 1 with the City Planning Commission and 1 with the City Council. Consultant PM shall present draft LSNP and draft Implementation Measures and attend by video or teleconference for each of the 2 hearings to answer questions.

6.4 Final LSNP and Final Implementation Measures
Consultant shall prepare final LSNP, and final Implementation Measures based on feedback received at Adoption Hearings.

Consultant shall provide copies of the Final LSNP and Final Implementation Measures to City and APM, in an electronic format. Electronic format must be Microsoft Word, Adobe Acrobat, or a format agreed upon by City and APM. One hard copy must be provided to City and 1 hard copy must be mailed to Transportation Growth Management Program, Oregon Department of Transportation, 555 13th Street NE Salem, OR 97301.

6.5 Public Involvement Summary
Consultant shall prepare and submit to APM a Public Involvement Summary describing Title VI activities and documenting Project outreach for all low-income, race, gender, and age groups.

City Deliverables:

6.2 Notice of Intent to Adopt (prepare and submit)

Consultant Deliverables:

6.1 LSNP and Implementation Measures (draft)
6.3 Adoption Hearings virtual attendance
6.4 LSNP and Implementation Measures (final)
6.5 Public Involvement Summary (final)

TABLE 1: GENERAL PROJECT DELIVERY SCHEDULE

Task#	Task Name		Month(s)Following Agency Issuance of NTP
1.1	PMT Meetings		Ongoing
1.2	Monthly Progress Reports		20th of each the month following NTP
1.3	Refined Project Schedule		1 month from NTP
2.2	PAC Meetings		Ongoing
2.3	Kickoff Meeting		1 month from NTP
2.4	Site Visit		1 month from NTP
2.5	PICP		2 months from NTP
2.7	Community Outreach Event		10 months from NTP
3.1	TM #1: Plans and Policy Framework		2 months from NTP
3.2	TM #2: Goals, Objectives, and Evaluation Criteria		3 months from NTP
3.3	TM #3: Baseline Information		4 months from NTP
C3.4	Inventory Data Collection		3 months from Contingency NTP
4.1	TM #4: Methodology and Assumptions		5 months from NTP
4.2	Traffic Data		5 months from NTP
4.3	TM #5: Existing and Future Analysis and Summary		7 months from NTP
5.1	TM #6: Proposed Alternatives		8 months from NTP
5.2	TM #7: Alternatives Analysis and Preferred Alternative		9 months from NTP
5.3	TM #8: Project Sheets and Finance Program		10 months from NTP
6.1	Draft LSNP and Draft Implementation Measures		11 months from NTP
6.3	Adoption Hearings		14 months from NTP
6.4	Final LSNP and Final Implementation Measures		15 months from NTP
6.5	Public Involvement Summary		16 months from NTP

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 billable (up to the NTE amount identified for the task) only if specifically authorized per NTP. In the table below, the "NTE for Each" amount for a contingency task includes all labor, indirect costs, 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	NTE for Each	Max Quantity	Method of Comp.	Total NTE Amount
C3.4 Inventory Data Collection	$ 3,368.07	1	FP	$ 3,368.07
			Total for contingency tasks:	**$ 3,368.07**

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. Key Persons.

All Key Persons provisions, as detailed in Attachment 1 to PA Exhibit F, shall apply to this WOC. Consultant acknowledges and agrees that Agency selected Consultant and is entering into the WOC because of the special qualifications of Consultant's key personnel. In particular, Agency, through the WOC is engaging the expertise, experience, judgment and personal attention of the following Key Persons:

Name	Role
Erin David	Project Manager
Ryan Farncomb	Senior Advisor

In the event Consultant requests that Agency approve a re-assignment or transfer of a Key Person:

- Consultant shall provide a resume for the proposed substitute demonstrating that the proposed replacement has qualifications that are equal to or better than the qualifications of the person being replaced.

- Agency shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person.
- Any substitute or replacement for a Key Person must be approved in writing (email acceptable) and shall be deemed to be a Key Person under the WOC.

Consultant agrees that the time/costs associated with the transfer of knowledge and information for a Key Person replacement is not a cost borne by Agency and shall not be billed to Agency. This includes labor hours spent reviewing Project and Services documentation, participation in meetings with personnel associated with the WOC/Project/Services, and participating in site visits to become familiar with the Project.

3. Staffing Adjustments.

During the term of the WOC, Consultant may make necessary staffing/classification adjustments (other than Key Personnel) to the proposed staff/classifications as shown in Consultant's BOC provided:

- the alternate staff/classifications are appropriately qualified to complete the assigned tasks,
- the billing rate for an alternate staff/classification does not exceed the classification billing rate maximum listed in the firm's approved ESR or NBR on file with Agency (see limitations in Exhibit B, Part 2, section J – Specific Limitations and Unallowable Charges), and
- the Services can be completed without exceeding WOC (or task, if applicable) NTE amount(s).

Agency reserves the right to require Consultant to provide notice to APM prior to implementing needed changes to staffing assignments.

4. Task Budget Monitoring.

The budget shown for each task is the best estimate at time of WOC (and Amendment, if applicable) execution. However, as work under the WOC progresses it may dictate that more funding be applied to some tasks and less to others. Consultant shall identify task budget refinements (within the limits of the not-to-exceed amount established for this WOC) on a monthly basis as part of the invoicing and status report.

5. Liquidated and Delinquent Debt Owed to State.

In the event Consultant has liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State, Agency may:

i) Undertake collection by administrative offset, or garnishment if applicable, of all monies due for Services and Deliverables to recover liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State. Offsets or garnishment may be initiated after Consultant has been given notice if required by law;

ii) Terminate the WOC, in whole or in part, immediately upon written notice to Consultant or at such later date as Agency may establish in such notice; or

iii) Pursue any or all of the remedies available under the PA, at law, or in equity.

These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever, to the extent the remedies are not inconsistent.

6. Pay Equity Compliance

- **Discriminatory Wage Rates.** As required by ORS 279C.520, Consultant must comply with ORS 652.220 and shall not unlawfully discriminate against any of Consultant's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, veteran status, disability, or age. Consultant's compliance with this section constitutes a material element of the WOC and a failure to comply constitutes a breach that entitles Agency to terminate the WOC and the PA for cause.

- **Employee Discussions Regarding Compensation.** As required by ORS 279C.520, Consultant may not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

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.
Note: Some tasks (e.g., Project Management for Services) will be ongoing throughout the performance of the WOC; however, all tasks are only budgeted for the level of effort applicable to the current phase of the WOC.

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, indirect cost rate, profit, travel and other expenses)

Consultant Fixed Price Table

Task	Description	Fixed Deliverable Price	Max Quantity	Not-to-Exceed Amount
1.1	PMT Meetings	$402.53	18	$7,245.70
1.2	Progress Reports	$565.18	18	$10,173.34
1.3	Refined Project Schedule	$496.57	3	$1,489.71
			Subtotal	**$18,908.75**
2.2	PAC Meetings	$1,513	5	$7,565.01
2.3	Kick Off Meeting	$1,763.48	1	$1,763.48
2.4	Site Visit	$1,513	1	$4,479.32
2.5	PICP	$1,763.48	1	$3,056.48

Task	Description	Fixed Deliverable Price	Max Quantity	Not-to-Exceed Amount
2.7	Community Outreach Event	$7,727.49	1	$7,727.49
			Subtotal	**$24,591.78**
3.1	TM#1: Plans and Policy Framework	$4,539.87	1	$4,539.87
3.2	TM#2: Goals, Objectives and Evaluation Criteria	$1,777.02	1	$1,777.02
3.3	TM#3: Baseline Information	$13,743.38	1	$13,743.38
			Subtotal	**$20,060.27**
4.1	TM#4: Methodology and Assumptions	$2,225.48	1	$2,225.48
4.3	TM#5 Existing and Future Conditions Analysis and Summary	$22,359.33	1	$22,359.33
			Subtotal	**$24,584.81**
5.1	TM#6: Proposed Alternatives	$14,732.85	1	$14,732.85
5.2	TM#7: Alternatives Analysis and Preferred Alternative	$18,176.32	1	$18,176.32
5.3	TM#8: Project Sheets and Finance Program	$16,198.50	1	$16,198.50
			Subtotal	**$49,107.67**
6.1	Draft LSNP and Draft Implementation Measures	$21,976.45	1	$21,976.45
6.3	Adoption Hearings	$2,219.91	1	$2,219.91
6.4	Final LSNP and Final Implementation Measures	$9,343.07	1	$9,343.07
6.5	Public Involvement Summary	$977.40	1	$977.40
			Subtotal	**$34,516.83**
	Non-Contingency Total			$171,770.11

The dollar amount(s) for non-contingency tasks is entered in Section H.4, Compensation Summary Table.

H.2 Payment Options

The payment option for the Services in the attached SOW is:

☒ Payment upon Milestone, Deliverable or other Unit completion

H.3 Fixed Fee (for CPFF). RESERVED

H.4 Total WOC NTE Amount

	Compensation Summary Table	Amount
1. CPFF NTE Amount (not including Fixed-Fee or contingencies)	NTE Amount for allowable costs of non-contingency Services in this WOC.	N/A
2. Fixed-Fee Amount	Total of non-contingency Fixed-Fee amount(s) (for CPFF only). **[Basis for Fixed-Fee calculation:** CPFF NTE amount (line 1 above) minus ODCs, labor costs for firms using NBRs (these rates already include profit), FCCM and costs for contingency tasks, if any, multiplied by profit rate negotiated using Agency's Profit worksheet = Fixed-Fee Amount.]	N/A
3. Fixed Price Amount	Total of non-contingency Fixed Price amount(s)	$171,770.11
4. T&M NTE Amount	Total for any non-contingency Services	N/A
5. Price Per Unit NTE Amount	Total NTE for non-contingency Price Per Unit Costs	N/A
6. Total Non-Contingency Amount		$171,770.11
7. Total for Contingency Tasks (if any) per Section F above:		$3,368.07
TOTAL NTE (line 6 plus line 7) This amount includes all direct and indirect costs, profit, Fixed Fee amount (if any) and contingency task costs (if any).		**$175,138.18**

H.5 Invoices

Invoices must be in conformance with the ODOT Invoice Requirements and any other PA requirements. The Invoice Requirements is available on the Internet at:
https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx
Consultant shall submit invoices electronically via email to virginia.elandt@odot.oregon.gov.

H.6 Subcontractors "Paid Summary Report"

Consultant shall complete and submit to APM initial, interim and final **Paid Summary Reports -** form 734-2882 (https://www.oregon.gov/ODOT/Forms/2ODOT/2882.pdf) per the instructions on the form. Consultant must report payment information for all subcontractors and suppliers used under the WOC throughout the period of performance. **This reporting is required for all projects that include subs, regardless of funding source or whether or not a DBE goal or Certified Small Business Aspirational Target is assigned.**

WOC ATTACHMENTS

ATTACHMENT A – RESERVED

ATTACHMENT B - BREAKDOWN OF COSTS FOR SERVICES (BOC)

The Breakdown of Costs ("BOC") dated August 29, 2024 is kept in the WOC file and is not incorporated into this WOC. A copy of the final BOC has been provided to Consultant prior to WOC execution. Prior to approval of additional subconsultants, Consultant shall provide to Agency any requested documentation of qualifications and experience of the prospective subconsultant and its staff.

ATTACHMENT C - DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROVISIONS

A&E and Related Services (Goal)

[Revised July 2022]

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 sections d and i for specific documentation and 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:
   - ODOT DBE Policy Statement (https://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx)
   - ODOT DBE Program Plan (https://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx), and
   - Requirements of Title 49, Code of Federal Regulations, Part 26 (https://www.ecfr.gov/current/title-49/subtitle-A/part-26?toc=1) - 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 15.37% for FHWA funded contracting and 6% (proposed) for FTA funded contracting. For FHWA funded contracting, ODOT may assign DBE Contract goals to increase participation by DBEs. For any Contract with an assigned DBE goal, Contractor shall select a portion of work available under the Contract for DBE participation. Contractor may use DBE subcontractors, suppliers, manufacturers, or Professional Services and Related Services providers to fulfill the assigned DBE Contract goal as long as the DBE is certified in the types of work selected. The assigned DBE Contract goal remains in effect throughout the life of

the Contract. Dollar values of participation shall be credited toward meeting the assigned DBE Contract goal based on DBE gross earnings.

- **A separate DBE Contract goal, as set forth on page 1 of the WOC or project-specific Contract (as applicable), has been assigned 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 DOT-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. **Documentation of Proposed Participation:** Contractor shall document sufficient DBE participation to meet an assigned Contract goal or, alternatively, document adequate good faith efforts to do so (see 49 CFR § 26.53). All work committed to a DBE firm toward meeting the assigned participation goal must be performed under a written subcontract. The subcontract must fully describe any work committed to be performed by the DBE and shall include all required flow-down provisions of the primary Contract. Contractor must complete and submit the following documentation, as applicable:

1. **Subcontractor Solicitation and Utilization Report (SSUR) –** submitted with proposal in response to formal and informal Requests for Proposals (RFPs).
2. **Breakdown of Costs ("BOC") or BOC-NBR-** submitted prior to negotiation and execution of the Contract and each amendment that changes the scope of work and costs under the Contract. The BOC forms and BOC Requirements are available from the Internet at: http://www.oregon.gov/ODOT/CS/OPO/AE.shtml https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx. The BOC must clearly list any tasks or subtasks to be performed by subcontractors (DBEs and non-DBEs), each subcontractor's Federal Tax ID and identification of any required personnel. Include in the Expense Detail tab any required equipment and supplies furnished by the DBE, any of the prime contractor's resources that will be provided for the DBE's use, and identification of any second or lower tier subcontractors with the dollar amounts for each.
3. **Committed DBE Breakdown and Certification Form(s)-AE.** Required for all Contracts with assigned goals and completed prior to Contract execution and any proposed substitution. See submittal instructions on the form.
4. **Subcontractor Reporting:** Complete and submit an initial **Paid Summary Reports -** form 734-2882 (https://www.oregon.gov/ODOT/Forms/2ODOT/2882.pdf) per the instructions on the form.

e. **Good Faith Efforts:** Contractor shall make good faith efforts, as set forth in 49 CFR § 26.53, Appendix A to Part 26, and ODOT DBE Program Plan, to obtain and support DBE participation that could reasonably be expected to produce and maintain a level of DBE participation sufficient to meet the Contract goal. Good faith efforts are required during solicitation, upon Contract award, and continue throughout the performance of the Contract to maximize DBE participation. The Agency (or local agency when applicable) Project Manager ("APM") may request Contractor to submit evidence of good faith efforts prior to Contract execution or at any time during the course of the Contract and Contractor shall promptly submit such evidence. Contractor shall use the

specific DBEs listed in the Committed DBE Breakdown and Certification form(s) to perform the work and supply the materials for which each is listed unless Contractor obtains ODOT's prior written consent to terminate and replace a DBE as provided in section **j.** below. Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBEs as required by this provision.

f. Commercially Useful Function ("CUF"): Contractor is responsible to ensure the DBE performs a commercially useful function on the Contract. A DBE performs a CUF 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 49CFR § 26.55. The APM will review the proposed DBE participation and may provide written comments as to whether the activities and type of work identified for DBEs complies with program regulations. In those instances where proposed activity and type of work violates applicable regulations, written comments will be offered as to corrective action required in order to comply with the regulations. ODOT may perform a CUF review at any time during the performance of the Contract.

g. Changes in Work Committed to DBE: ODOT will consider the impact on DBE participation in instances where the prime Contract is amended to reduce, or delete work committed to the DBE. In such instances, Contractor shall not be required to replace the work but is encouraged to do so to the maximum extent practicable.

h. Prompt Payment and Retainage: Contractor shall pay each subcontractor for satisfactory performance under its contract no later than 10 calendar days from receipt of each payment Contractor receives from ODOT (or local agency when applicable) for the subcontracted work. In addition, within 10 calendar days of receipt of retainage from ODOT (or local agency when applicable), Contractor shall pay to each subcontractor the retainage that pertains to the work of that subcontractor.

i. Reporting Requirements: Contractor must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance. Contractor shall complete and submit initial, interim and final **Paid Summary Reports -** form 734-2882 (https://www.oregon.gov/ODOT/Forms/2ODOT/2882.pdf) per the instructions included on the form.

j. Termination of DBE Notification Requirement: Contractor shall comply with all requirements set forth in 49 CFR § 26.53 regarding termination of DBEs including, without limitation, documentation of good cause, 5-day notice to the DBE subcontractor and ODOT, DBE responses, ODOT's prior written consent of DBE termination, and replacement of DBEs. ODOT will provide such written consent only if it agrees the prime contractor has good cause to terminate the DBE in accordance with 49 CFR 26.53(f)(3).

k. Remedies: Contractor's failure to comply with these DBE Provisions and the requirements of 49 CFR Part 26 may result in one or more of the following administrative actions as deemed appropriate by ODOT: non-compliance documented in ODOT evaluation of Contractor performance, a corrective action plan prepared by Contractor, ODOT (or local agency when applicable) withholding of retainage, suspension of work, reporting of non-compliance to the federal System for Award Management ("SAM") available at https://sam.gov, any other remedies provided under the Contract.

l. **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.oregon.gov or otherwise directed to: Oregon Department of Transportation Office of Civil Rights, ODOT Materials Laboratory Building, 800 Airport Road SE, Rm 61, Salem, OR 97301; Phone: 503-986-4350.

m. **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: https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp.

Related Web Sites:

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

- **Forms:** https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx
- **Documents:** https://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx
- **49 CFR Part 26:** https://www.ecfr.gov/current/title-49/subtitle-A/part-26?toc=1

Acronyms & Definitions for DBE Provisions

APM	ODOT's or local agency's Project Manager for the WOC
BOC	Breakdown of Costs
BOC-NBR	Breakdown of Costs for Negotiated Billing Rates
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

ATTACHMENT C.1 - COMMITTED DBE BREAKDOWN and CERTIFICATION FORM(s)-AE

The signed Committed DBE Breakdown and Certification Form(s)-AE is not physically attached but is incorporated into this WOC by this reference with the same force and effect as though fully set forth herein. Prior to WOC execution, Consultant shall email (per the submittal instructions on the form) a separate, signed Committed DBE Breakdown and Certification Form(s)-AE for each DBE subcontractor that will provide Services under the WOC.