

**WORK ORDER CONTRACT # 5**  
**PRICE AGREEMENT (“PA”) # B36376**  
**File Code: C1A5-19**

Form C004-B091020

**Project Name/Location:** City of Madras, Code Assistance for the City of Madras Housing and Downtown Parking Code Update

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 David Evans and Associates, Inc. an Oregon 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.1, K, L;
- c. the attached Statement of Work and Delivery Schedule;
- d. Attachment B - Breakdown of Costs (“BOC”) {except for Fixed-Price, file copy only};
- e. Attachment C - DBE Provisions;

**WOC EXPIRATION DATE:** August 31, 2022. The required schedule for performance under the WOC is specified in the Statement of Work and Delivery Schedule.

DBE (WOC includes federal funds? Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		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”) TG19GF30		Fed Aid #:20.205	ODOT Key # 20016
<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 <u>\$31,100</u> for contingency tasks, each of which must be separately authorized by Agency.			<b>\$143,000</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:**

**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 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; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

**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) **[Check one of the following two certifications as applicable (the COI Guidelines and COI Disclosure Form are available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>):**
  - (a)  Consultant understands and has provided to all Associates the ODOT COI Guidelines and COI Disclosure Form. Consultant and (to the best of the undersigned’s information, knowledge and belief) Consultant’s Associates are in compliance with the COI Guidelines and have no conflicts of interest, no ODOT employees hired within the last two-year period, and no other disclosures required per the COI Guidelines and COI Disclosure Form. “Associate” has the meaning provided in the COI Guidelines.
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- (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,"](#) 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.

**2017 HB3060**

- (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](#)).
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**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.

**CONSULTANT:**

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Signature & Title	Date
<b><u>DOJ LEGALREVIEW for ODOT: Not required per OAR 137-045-0050 (18)</u></b>	

**ODOT (Procurement Authority)**

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Signature	Print Name	Date
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**CONSULTANT:**



, Associate

2020-10-20

Signature & Title

Date

**DOJ LEGALREVIEW for ODOT: Not required per OAR 137-045-0050 (18)**

**ODOT (Procurement Authority)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**STATEMENT OF WORK**

Oregon Transportation and Growth Management Program  
**FILE CODE: C1A5-19**  
**City of Madras**  
**Housing and Downtown Parking Code Update**

**CONTACTS**

**Project Management Team**

<b>Consultant – David Evans and Associates</b> James Hencke, Design Studio Community Practice Leader 2100 SW River Parkway Portland, OR 97201	jah@deainc.com m: (503) 869-7325 d: (503) 499-0395
<b>City – City of Madras</b> Nicholas Snead, Community Development Director City of Madras 125 SW E Street Madras, Oregon 97741	nsnead@ci.madras.or.us (541) 475-2344
<b>Agency Project Manager - Transportation and Growth Management Code Assistance Program</b> Laura Buhl, Agency Project Manager Oregon Dept. of Land Conservation & Development 635 Capitol Street NE, Suite 150 Salem, OR 97301	laura.buhl@state.or.us (503) 934-0073

**State Contacts**

<b>Oregon Department of Transportation Regional Planner</b> Devin Hearing 630555 N. Hwy. 97, Building M Bend, OR 97701	devin.hearing@ODOT.state.or.us (541) 388-6388
<b>Oregon Department of Transportation Agency Contract Administrator</b> Deborah Benavidez	Deborah.Benavidez@ODOT.state.or.us (503) 986-4220
<b>Department of Land Conservation and Development Regional Representative</b> Scott Edelman 1011 SW Emkay Drive, Suite 108 Bend, OR 97702	scott.edelman@state.or.us (541) 318-7921

## **Acronyms and Definitions**

Agency or ODOT – Oregon Department of Transportation  
APM – Agency Project Manager  
City – City of Madras governmental entity  
Development Code – City of Madras Development Code  
DLCD – Oregon Department of Land Conservation and Development  
Madras – The geographical location of the incorporated City of Madras  
PIP – Public Involvement Plan  
PMT – Project Management Team  
Project – Housing and Downtown Parking Code Update  
SOW – Statement of Work  
TGM – Transportation and Growth Management Program

This statement of work (“SOW”) describes the responsibilities of all entities involved in this cooperative project.

## **PROJECT DESCRIPTION and OVERVIEW of SERVICES**

### **Project Purpose and Transportation Relationships and Benefits**

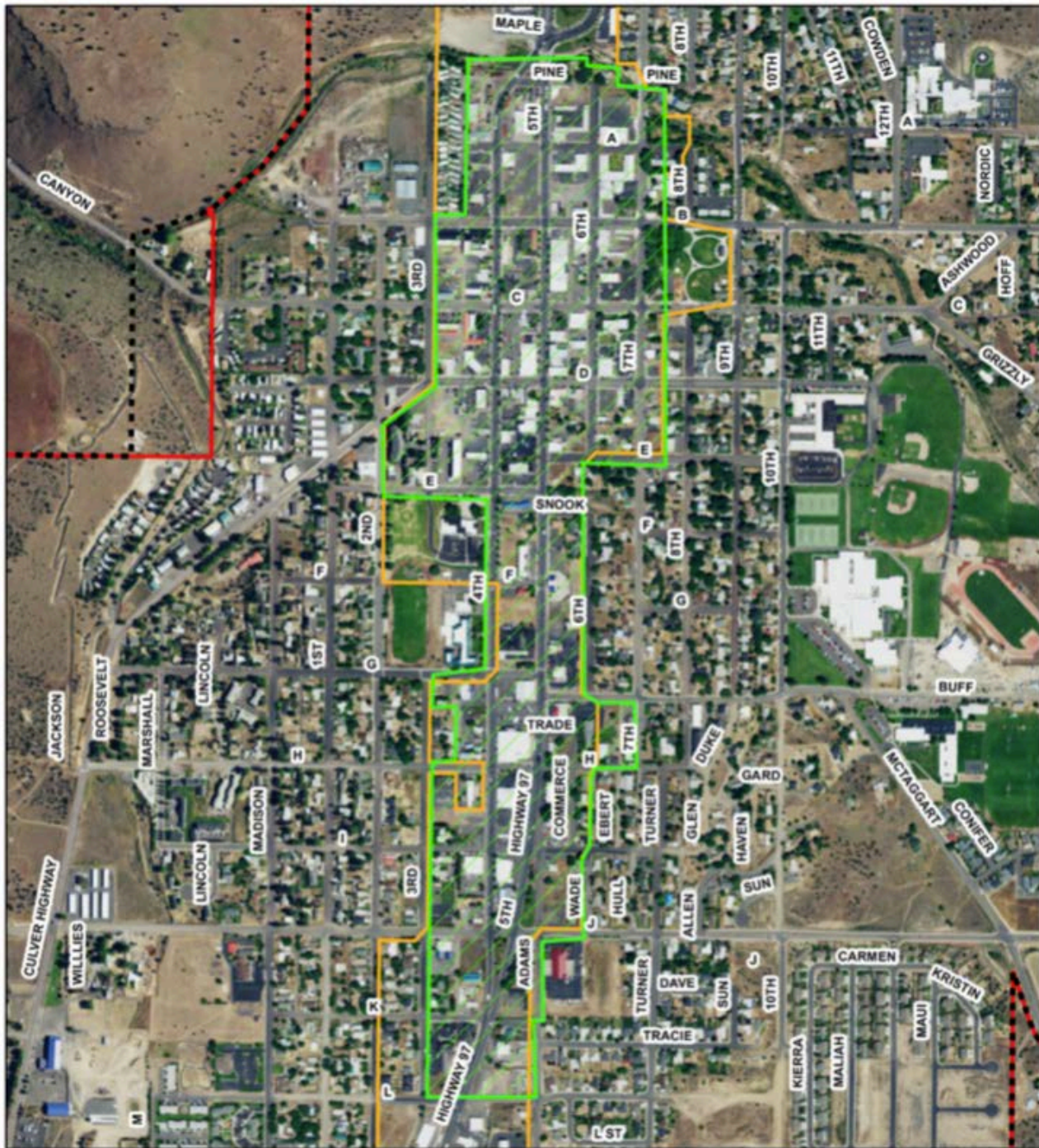
The purpose of the Housing and Downtown Parking Code Update (“Project”) is to amend the City of Madras (“City”) Development Code (“Development Code”) in order to implement the 2018 Housing Action Plan, which calls for infill housing and more housing type variety. Project will also develop a Downtown Parking Plan and associated Development Code amendments.







The Project supports the Transportation and Growth Management (“TGM”) Program’s mission of integrated land use and transportation planning by allowing for more housing in Madras, which leads to more efficient land use in the urban growth boundary and provides more opportunities for people to live close to jobs and services, thereby improving destination accessibility and decreasing demand on the transportation system. The parking element of the Project will lower barriers to redeveloping downtown, including for infill housing, which will strengthen the downtown core, use land more efficiently, and promote a more pedestrian-oriented downtown.

### **Project Area**

The Project Area for the housing element of the Project is all land within the city limits. The subarea for the parking element is the downtown, as identified in Figure 1.

Figure 1. Downtown Parking Plan Study Area Map.



 <p>The City of Madras uses GIS data in support of internal business functions and the public services it provides. GIS data may not be suitable for other purposes or uses. The requester shall verify information derived from GIS data before making any decisions or taking any actions based on the information. The City of Madras shall not be liable for errors in the GIS data. This includes errors of omission, commission, errors concerning the content of the data, and relative and relational accuracy of the data. The City of Madras assumes no legal responsibility for this information.</p>	<p style="text-align: center;">                   NORTH                  1 inch = 754 feet                  N.Snead, City of Madras, 6/6/2019             </p>	<ul style="list-style-type: none"> <li> Parking Study Area</li> <li> Madras Urban Renewal District</li> <li> UGB Madras</li> <li> City Limits</li> </ul>
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**Background**

Madras (pop. 6380) is the county seat of Jefferson County and is located along two major U.S. highways,

US-26 and US-97, which converge at the south end of Madras and share a route through Madras before diverging again at the north end. While the highways are important transportation routes, they also present challenges for creating a compact, walkable, livable downtown.

City has ongoing efforts to revitalize the downtown, as reflected in the 2016 Urban Renewal Action Plan (an update of the 2006 and 2002 Urban Renewal Plans) and the 2019 Revitalization Toolkit. The Revitalization Toolkit found that there is an oversupply of parking in the parking sub area. The Toolkit established that City's off-street parking standards conflict with the City's revitalization goals for the downtown because they lead to inefficient use of downtown land, present barriers to redevelopment, prevent zero lot line development, and negatively impact the quality of the shopping experience in Madras. This Project seeks to remedy the problems caused by excessive parking requirements.

Madras is also struggling with affordably meeting its housing needs. The City adopted a Housing Action Plan in 2018 that identified a number of deficiencies in City's Development Code, such as needing to allow multi-family housing in more zoning districts, improving or creating standards for cottage housing and other middle-housing types, and allowing more residential infill development. The City has reduced its system development charges for housing and has created a Housing Urban Renewal District (November 2019) to finance infrastructure for housing. This Project will ensure that the Development Code does not create barriers to maximizing the benefits of City housing policy changes, nor to implementing the 2018 Housing Action Plan and Housing Urban Renewal District Plan and Report (2019).

### **TGM Program Objectives**

The TGM Program is a joint effort of the Oregon Department of Transportation ("ODOT") and Department of Land Conservation and Development ("DLCD"). The goals of TGM are to strengthen the capability of local governments to effectively manage growth and comply with the Oregon Transportation Planning Rules (Oregon Administrative Rules 660-012-0000), to integrate transportation and land use planning, and to encourage transportation-efficient land uses that support modal choice and the efficient performance of transportation facilities and services. Specifically, TGM supports efficient use of land and resources; human-scaled, walkable communities; good connections between local destinations; and pedestrian, bicycle, and transit-oriented development.

The TGM Program's *Smart Development Code Handbook*, identifies Five Principles of Smart Development:

- Efficient use of land resources
- Full utilization of urban services
- Mixed use
- Transportation options
- Detailed, human-scaled design

The Project must be done in a manner that furthers the Five Principles of Smart Development and supports the TGM Mission, Goals, and Objectives, available at this url:

<https://www.oregon.gov/lcd/TGM/Documents/mission-goals-objectives.pdf>

### **Project Objective**

There are two elements to this Project's objective: parking and housing.

*Parking* – The objective of the parking element is to create a Downtown Parking Plan and associated



Development Code amendments for the parking project subarea (Fig. 1). The Downtown Parking Plan must establish a strategy for efficient use of downtown parking resources, enhance a multi-modal environment that prioritizes the safety and comfort of pedestrians and cyclists, lower barriers to redevelopment, consider the recommendations of the City’s Revitalization Toolkit, and include the following:

- Survey of existing parking supply and utilization (occupancy, not turnover)
- Recommended City programs and policies for the management of all parking in the parking project subarea; and
- Recommended Development Code amendments in adoptable format.

The Project will present the Downtown Parking Plan and Development Code amendments to the City Council for adoption.

### Housing –

The objective of the housing element is to implement the following action items from the Madras Housing Action Plan

([https://www.ci.madras.or.us/sites/default/files/fileattachments/community\\_development/page/5641/madras\\_housing\\_action\\_plan\\_and\\_appendices\\_2018\\_reduced\\_for\\_website.pdf](https://www.ci.madras.or.us/sites/default/files/fileattachments/community_development/page/5641/madras_housing_action_plan_and_appendices_2018_reduced_for_website.pdf)), relevant plan pages cited:

- 1.1a – Audit and Amend Development Codes (pp. 43-44)
  - “Audit the City’s Development Ordinance to identify barriers to missing middle housing and development of housing affordable to low-income households and moderate- and middle-income households.” The audit must review Development Code compliance with the housing requirements of Oregon Revised Statutes.
  - “Prepare concept drawings of various types of missing middle housing developments to assist policy makers in implementing the needed regulations. These same drawings are to be incorporated into the City’s Development Code to visually communicate the form of development.”
  - Amend the Development Code to address the findings of the audit.
- 1.1b – Clarify standards for “Missing Middle” Housing Types (p. 45)
  - Amend the Development Code to clarify or refine clear and objective development and design standards for townhouses, cottage clusters, tiny houses, duplexes, tri- and quadplexes, apartments, accessory dwelling units, and other middle housing types. Development Code elements addressed must include, but are not limited to, housing definitions, types of units permitted, lot dimensions, height standards.
- 1.1c – Evaluate Development of Cottage Housing Development Standards (pp. 46-47)
  - Create a new section in the Development Code to include standards for cottage cluster housing.
  - “Consider permitting cottage housing in all zones.”
- 1.1d – Evaluate Permitting Multi-family Housing in C-2 and C-3 Districts
  - “Revise permitted uses in the C-2 and C-3 [zoning districts] in the City’s Development Code” in order to “allow the development of multi-family housing in the downtown commercial and community commercial areas.”
- 3.1a – Review Street Standards to Lower Development Costs (pp. 74-75)
  - Recommend new street standards to lower development costs while maintaining a safe, comfortable, and high-quality multi-modal environment, taking into account the needs of the most vulnerable users of the transportation system, such as pedestrians and other non-motorized modes. These recommendations must be based on a full review of best practices, not just limited to those listed in the Housing Action Plan.

In additional, the housing element of the Project must:

- Amend the Development Code to create pedestrian-friendly and complete-neighborhood standards for multi-family housing;
- Enable residential infill in mixed-use and transportation-efficient locations;
- Be consistent with the City’s Transportation System Plan (2019); and
- Include any Comprehensive Plan amendments necessary to implement the Development Code amendments.

## **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>)
- **Geo-Environmental Guidance** (<https://www.oregon.gov/ODOT/GeoEnvironmental/Pages/Guidance.aspx>)
- **Geometronics Resources & Guidance** (<https://www.oregon.gov/ODOT/ETA/Pages/OCRS.aspx>)
- **Surveying Manuals & Resources** (<https://www.oregon.gov/ODOT/ETA/Pages/Surveying.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>)
- **Standard Drawings and Details** (<https://www.oregon.gov/ODOT/Engineering/Pages/Standards.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>)
- **Project Delivery Guide & Forms** (<https://www.oregon.gov/ODOT/ProjectDel/Pages/Project-Delivery-Guide.aspx>)
- **Oregon Standard Specifications for Construction** ([https://www.oregon.gov/ODOT/Business/Pages/Standard\\_Specifications.aspx](https://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx))
- **ODOT Forms Library** (<https://www.oregon.gov/ODOT/Forms/Pages/default.aspx>)

Project management tasks are integrated into each of the tasks, but are described here to establish a framework for managing the Project.

A Project Management Team (“PMT”), comprising a City Project Manager, Agency Project Manager (“APM”), and Consultant, shall provide overall guidance for the Project. The PMT shall meet to coordinate logistics of the Project and to give feedback to Consultant. The PMT shall meet by telephone conference or in person; the duration of each meeting is not anticipated to exceed two hours. Meetings of the PMT may be scheduled to coincide with other City meetings (e.g., work sessions).

State Contacts, consisting of the Region 4 TGM Planner from ODOT and the Central Oregon Regional Representative from DLCD, will provide additional assistance, guidance, and review to the PMT. Attendance at PMT meetings for State Contacts is optional.

Consultant shall maintain regular communication with the City’s Project Manager and APM to ensure satisfactory completion of deliverables in accordance with Project Schedule.

### **Meeting Requirements**

Meetings will be held in person, by video, by telephone, or any combination of the aforementioned, as determined by the APM.

Meeting arrangements include: scheduling meeting dates and times with meeting participants, distribution of agendas and meeting materials in advance of the meeting, reserving a suitable meeting location, placing advertisements in local media, and posting notices in public locations (such as City buildings and libraries).

Conducting meetings includes: preparing agendas and meeting materials, making presentations, and facilitating discussion of relevant issues.

City shall prepare and distribute all staff reports, necessary public notices, and notifications, and public outreach for community involvement.

At all work sessions and meetings, Consultant shall advocate for smart development principles and the removal of obstacles to them, and make persuasive arguments for amendments that encourage smart development as identified in the *Smart Development Code Handbook* and in accordance with current smart development best practices.

### **Written and Graphic Deliverable Requirements**

All written and graphic deliverables must be submitted in a format suitable for distribution by e-mail unless hardcopy is specified in a subtask. Written deliverables must include the project name, date of preparation, and subtask number and name. Text (except for photo or illustration captions) must be in at least a 12-point font size to ensure readability. Written and graphic deliverables must use appropriate color contrast for the visually impaired.

Deliverables must be written concisely and use a simple and direct style, both to minimize the length of the final document and to make the document understandable to as large an audience as is reasonable. Where possible, Consultant shall present information in graphic or tabular format, with a simple and concise accompanying narrative.

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.

Graphic deliverables may be developed in ArcMap, Adobe Illustrator, Auto CAD, PCMaps, or other applications appropriate to the deliverable. Graphic deliverables submitted for review must be converted to .pdf for readability. Electronic files of final graphics submitted to the City and Agency may be in the native application but must also be converted to .pdf. All graphic deliverables must be well documented, with project name, a legend, and the date of preparation. Maps, aerial photos, and other graphic material prepared for Project must be suitable for enlargement to create wall displays for Project meetings and presentations.

#### Due Dates, PMT Review, and Consultant Edits

- Consultant shall submit materials for all meetings at least one week prior to the meeting, unless another timeframe is approved by APM or otherwise specified in this contract. Materials must be provided to PMT and State Contacts unless otherwise specified in this contract.
- City shall provide one set of written comments on draft materials within one week of receipt. If multiple staff members are commenting, the comments shall be reconciled by City Project Manager. If City cannot reconcile conflicting comments, APM will determine which comment will be kept.
- APM will provide written comments on draft materials within one week of receipt.
- Based on comments received, Consultant shall submit minor revisions and corrections to materials prior to release. Consultant is not required to make major or extensive revisions without an approved contract amendment. This provision does not limit the right of the State to require correction of deliverables that do not meet the requirements of this Contract. APM will determine what constitutes a “minor” or “major” edit.

Consultant shall ensure that the final deliverable produced pursuant to this Contract 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 Fixing America’s Surface Transportation Act (FAST-Act), local government, and State of Oregon funds.*

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

Consultant, TGM, ODOT, and DLCD names or logos may not appear on final deliverables, with the exception of the acknowledgement page.

#### **Public Involvement Approach**

Public involvement must allow residents and business owners an opportunity to provide input into the planning process. Consultant and City shall consider environmental justice issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income. The Project will follow the three fundamental principles of environmental justice identified in ODOT’s “Title VI Implementation Plan” (October 2014): 1) avoid, minimize, or mitigate disproportionately high, adverse environmental and human health impacts; 2) ensure full and fair participation by individuals comprising communities affected by the project decision making process; and 3) prevent the denial of or significant delay in the receipt of benefits by minority and low-income populations.

Fair treatment means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies. Meaningful involvement means that: (1) potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment and/or health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the decision making process; and (4) the decision makers seek out and facilitate the involvement of those potentially affected.

- The public involvement program must include specific steps to provide opportunities for participation in accordance with the 1964 Civil Rights Act, Title VI. City shall utilize ODOT Title VI guidance to formulate public involvement strategies and report public outreach efforts.
- **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 Form 734-5020(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.

## **General Requirements**

- **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.

### **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 return the revised deliverables to Agency staff, with Agency comments incorporated, within 10 business days of Consultant’s receipt of Agency’s comments, 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. For purposes of standardization, the task numbering in this SOW may be non-sequential. The delivery schedule is consolidated in a table at the end of Section E.

#### **Task 1: Project Kick-off**

- 1.1 Key Documents:** City shall provide Consultant with Key Documents, including, but not limited to, the City Development Code, Comprehensive Plan, Transportation System Plan, Urban Renewal Action Plan (2016), Revitalization Toolkit (2019), Housing Action Plan (2018), and the Housing Urban Renewal District Plan (2019) and Report Accompanying the Madras Housing Urban Renewal District Plan (2019). Key Documents may be provided electronically (including link for download).
- 1.2 Public Involvement Plan:** City shall prepare a draft and final Public Involvement Plan (“PIP”) with input from the APM, Consultant, and Planning Commission. The PIP must, at minimum:
  - State public involvement goals
  - Address Project public involvement tasks of this SOW (and may also include City public involvement activities not specified in the tasks of this SOW);
  - Be tailored to community composition, based on a demographic analysis using U.S. Census data;

- Follow the “Public Involvement Approach” stipulated in Standards and General Requirements section of this SOW and comply with civil rights, environmental justice, social equity goals, and Title VI requirements (see: [http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/nd\\_def.aspx](http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/nd_def.aspx));
- Give people who lack formal organization or influence the opportunity to have a meaningful impact;
- Define the intended outreach strategies (e.g., community newspapers and other media outlets, community associations, groups or congregations, accessible meeting locations, and contacts);
- Identify the City staff or department responsible for each specific City outreach task and related deadlines; and
- Define the decision-making framework, include the roles of groups and committees.
- Recognize the significant presence of Hispanic people and businesses by scheduling, locating, and conducting meetings in a manner that welcomes and engages all community members, including those whose primary language is not English.

City shall distribute the draft PIP to the Planning Commission at least one week before the Planning Commission Meeting and prepare the final version after the Planning Commission Meeting.

- 1.3 Code Committee:** City shall form a Code Committee, whose members should represent at least each of the following groups or interests: City Council; Planning Commission; non-motorized transportation advocate, emergency response agency, Cascade East Transit, Chamber of Commerce, Downtown Association, County representative, downtown small business owner, Latino Community Association, real estate agent, housing developer, affordable housing, seniors, and the Confederated Tribes of the Warm Springs.

City shall endeavor to appoint Code Committee members who are representative of the demographic diversity (including race, ethnicity, age, income level, etc.) of Madras. City may appoint other members if needed. (A committee member may represent more than one group or interest.) The Code Committee will serve as the stakeholder group for the Project and provide feedback to the PMT on Project deliverables. The composition of the Code Committee must be coordinated with the PIP.

- 1.4 Community Tour:** City shall arrange and conduct, and Consultant shall attend, a Community Tour of key locations in the Project Area to become familiar with existing conditions in the Project Area. City shall plan the tour. Consultant shall prepare summary notes.

- 1.5 PMT Meeting #1:** Consultant shall arrange and conduct PMT Meeting #1 by remote conference to discuss the Community Tour, review the objective and schedule of the Project, provide feedback on the PIP, confirm City's expectations, and discuss issues, including those arising from Key Documents. City Project Manager shall invite State Contacts and relevant City staff to attend the meeting.

Consultant shall prepare PMT Meeting #1 summary notes, including a refined project schedule identifying tentative dates for meetings and deliverables specified in Tasks 1 to 5.

- 1.6 Planning Commission Meeting #1:** City shall arrange and conduct and Consultant shall present via remote conference at a Planning Commission Meeting. City shall briefly outline

the purpose of the Project and the TGM mission. Consultant shall present about the project in more detail, and ask the Planning Commission for feedback on the PIP and comments on the Project, generally. Consultant shall prepare Planning Commission Meeting #1 summary notes.

- 1.7 Project Webpage:** City shall create a Project Webpage on its website. The Project Webpage must include, at a minimum, a description of the Project, a Project FAQ, a City staff contact person (including name, email address, and telephone number), opportunity to join a Project email list, and Project timeline based on the refined project schedule. City shall regularly update the Project Webpage to include information about opportunities for comment, public meetings or hearings, draft deliverables, project memos and reports, and any other information City or PMT deems important to publish.

### **City Deliverables**

- 1.1 Key Documents
- 1.2 Public Involvement Plan
- 1.3 Code Committee
- 1.4 Community Tour
- 1.5 PMT Meeting #1
- 1.6 Planning Commission Meeting #1
- 1.7 Project Webpage

### **Consultant Deliverables**

- 1.2 Public Involvement Plan
- 1.4 Community Tour
- 1.5 PMT Meeting #1
- 1.6 Planning Commission Meeting #1

### **Task 2: Parking Data Collection**

- 2.1 Parking Inventory:** Consultant shall inventory existing parking spaces in the Downtown Parking Study Area. The inventory must include all on-street, off-street, private, and public parking spaces. Consultant shall follow the guidance of the TGM publication, *Parking Made Easy: A Guide to Managing Parking in Your Community*, chapter 7 (pp. 18-21), to conduct the inventory. The results of the inventory will be included in the Parking Policy and Data Memorandum.
- 2.2 Contingent Parking Utilization Survey: (CONTINGENT TASK)** *This task identifies specific deliverables that the Agency at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task and the identified deliverables if written (email acceptable) NTP is issued by the APM.*
- Consultant shall conduct a Parking Utilization Survey of the Downtown Parking Study Area. The Parking Utilization Survey must include all the spaces inventoried in Task 2.1 and be conducted during a mid-weekday (Tuesday-Thursday), a weekend day, a mid-week evening, and a weekend (Friday or Saturday) evening. Consultant shall follow the guidance of the TGM publication, *Parking Made Easy: A Guide to Managing Parking in Your Community*, chapter 7 (pp. 22-26), to conduct utilization survey. A turnover study will not be conducted as a part of this Project. The



results of the Parking Utilization Survey will be included in the Parking Policy and Data Memorandum.

- 2.3 Parking Stakeholder Interviews:** City shall arrange and Consultant shall conduct, via telephone or video, Parking Stakeholder Interviews of approximately one-half hour each with up to five key stakeholders, including City staff, who have knowledge and insight on parking issues in the downtown parking Project subarea.

At each Stakeholder Interview, Consultant shall present the smart development objectives of the TGM Program and Project, review the findings of the City’s *Revitalization Toolkit* (May 2019), and solicit comments from stakeholders about parking reforms in the downtown. City shall distribute the *Revitalization Toolkit* to the stakeholders at least one week before the interviews.

Consultant shall prepare one set of summary notes (approximately one page per interview) recapping the discussion with the stakeholders.

- 2.4 Parking Policy and Data Memorandum:** Consultant shall write a preliminary and revised Parking Policy and Data Memorandum that explains City’s current parking policies in the Downtown Parking Study Area. Parking Policy and Data Memorandum must draw conclusions from the Parking Stakeholder Interviews and include a description of local perceptions of the downtown parking environment and challenges that City has faced regarding parking downtown. The results of the Parking Inventory and, if conducted, Utilization Survey must be included as appendices to the Parking Policy and Data Memorandum.

### City Deliverables

- 2.3 Parking Stakeholder Interviews

### Consultant Deliverables

- 2.1 Parking Inventory
- 2.2 Contingent Parking Utilization Survey
- 2.3 Parking Stakeholder Interviews
- 2.4 Parking Policy and Data Memorandum

### Task 3: Evaluation of Existing Plans and Regulations

- 3.1 Draft Evaluation Memorandum:** Consultant shall use the Task 1 Key Documents, Parking Policy and Data Memorandum, and the Parking Stakeholder Interviews to prepare a preliminary and revised Draft Evaluation Memorandum, reviewing the City’s requirements that apply to both Project elements, as described in “Project Objective.” Draft Evaluation Memorandum must also include general recommendations for the Downtown Parking Plan and Development Code Amendments.
- 3.2 PMT Meeting #2:** Consultant shall arrange and conduct PMT Meeting #2 via remote conference to review preliminary Draft Evaluation Memorandum and preliminary Parking Policy and Data Memorandum and discuss the upcoming Code Committee Work Session #1 and Community Meeting #1. Consultant shall prepare meeting summary notes.

**3.3 Code Committee Meeting #1:** City shall arrange and Consultant shall conduct Code Committee Meeting #1 via remote conference. City shall provide a copy of revised Draft Evaluation Memorandum and revised Parking Policy and Data Memorandum to Code Committee members at least one week in advance of Code Committee Meeting #1. Consultant shall make a presentation on the background and purpose of the Project, review revised Draft Evaluation Memorandum and revised Parking Policy and Data Memorandum, and solicit comments. Consultant shall prepare Code Committee Meeting #1 summary notes.

**3.4 Community Meeting #1:** City shall arrange and Consultant shall conduct Community Meeting #1 to inform the community about the Project and TGM objectives, and solicit input from community members. The focus of Community Meeting #1 is housing and housing design standards. The meeting must be run as an interactive design workshop that presents and seeks feedback on the variety of housing types included in the Project Objective, considering location, types, and design standards. Consultant shall present the concept drawings as required by Project Objective (item 1.1a) to visually communicate the form of development. The concept of complete neighborhoods and transportation-efficient location must be addressed. Community Meeting #1 must be held as an online meeting, and include a live component and an online virtual workshop component that attendees can complete on their own time on a computer with internet service. The virtual workshop component must begin no fewer than two days after Community Meeting #1 and run for at least two weeks.

City shall widely advertise Community Meeting #1, as directed by the PIP. City shall collect the contact information of participants at Community Meeting #1 who want to be on a project mailing list (email and post). City shall provide the PMT with a summary of feedback received through Project Webpage. Consultant shall prepare meeting summary notes.

### **City Deliverables**

- 3.2 PMT Meeting #2
- 3.3 Code Committee Meeting #1
- 3.4 Community Meeting #1

### **Consultant Deliverables**

- 3.1 Draft Evaluation Memorandum
- 3.2 PMT Meeting #2
- 3.3 Code Committee Meeting #1
- 3.4 Community Meeting #1

### **Task 4: Code Drafting**

- 4.1 PMT Meeting #3:** Consultant shall arrange and conduct PMT Meeting #3 via remote conference to discuss the results of the Task 2 and 3 public involvement tasks and the upcoming Community Meeting #2. Consultant shall prepare meeting summary notes.
- 4.2 Community Meeting #2:** City shall arrange and Consultant shall conduct Community Meeting #2. The focus of Community Meeting #2 is the parking and parking design standards and strategies. Consultant shall present the Project and TGM objectives. City shall present the findings of the Parking Policy and Data Memorandum. Community Meeting #2 must be held as an online meeting, and include a live component and an online virtual workshop component that attendees

can complete on their own time on a computer with internet service. The virtual workshop component must begin no fewer than two days after Community Meeting #2 and run for at least two weeks.

City shall widely advertise Community Meeting #2, as directed by the PIP. City shall collect the contact information of participants at Community Meeting #2 who want to be on a project mailing list (email and post). City shall provide the PMT with a summary of feedback received through Project Webpage. Consultant shall prepare meeting summary notes.

- 4.3 Final Evaluation Memorandum:** Consultant shall prepare the Final Evaluation Memorandum, incorporating public, Code Committee, and PMT input.
- 4.4 Downtown Parking Plan Draft #1:** Consultant shall write preliminary and revised Downtown Parking Plan Draft #1, which must meet the parking requirements listed in the “Project Objective” section of this SOW and incorporate the analysis from the Parking Policy and Data Memorandum and the recommendations from the Final Evaluation Memorandum.
- 4.5 PMT Meeting #4:** Consultant shall arrange and conduct PMT Meeting #4 via remote conference to discuss preliminary Downtown Parking Plan Draft #1 and the upcoming Code Committee Meeting #2. Consultant shall prepare meeting summary notes.
- 4.6 Code Committee Meeting #2:** City shall arrange and Consultant shall conduct Code Committee Meeting #2 via remote conference. City shall provide a copy of revised Downtown Parking Plan Draft #1 to Code Committee members at least one week in advance of Code Committee Meeting #2. Consultant shall make a presentation on the revised Downtown Parking Plan Draft #1 and solicit comments. Consultant shall prepare Code Committee Meeting #2 summary notes.
- 4.7 Housing Amendments Draft #1:** Consultant shall write preliminary and revised Housing Amendments Draft #1, which must meet the housing requirements listed in the “Project Objective” section of this SOW and incorporate the recommendations from the Final Evaluation Memorandum.
- 4.8 PMT Meeting #5:** Consultant shall arrange and conduct PMT Meeting #5 via remote conference to discuss preliminary Housing Amendments Draft #1 and the upcoming Code Committee Meeting #3. Consultant shall prepare meeting summary notes.
- 4.9 Code Committee Meeting #3:** City shall arrange and Consultant shall conduct Code Committee Meeting #3 via remote conference. City shall provide a copy of revised Housing Amendments Draft #1 to Code Committee members at least one week in advance of Code Committee Meeting #3. Consultant shall make a presentation on the revised Housing Amendments Draft #1 and solicit comments. Consultant shall prepare Code Committee Meeting #3 summary notes.
- 4.10 Downtown Parking Plan Draft #2:** Consultant shall write Downtown Parking Plan Draft #2 based on input from the public, the Code Committee, and the PMT.
- 4.11 Housing Amendments Draft #2:** Consultant shall write Housing Amendments Draft #2 based on input from the public, the Code Committee, and the PMT.
- 4.12 Planning Commission Meeting #2:** City shall arrange and conduct Planning Commission Meeting #2, which will be either a regular or special meeting of the Planning Commission, and

may be a Joint Planning Commission and City Council Meeting. City shall distribute Downtown Parking Plan Draft #2 and Housing Amendments Draft #2 in the Planning Commission packets. Consultant shall attend via remote conference and give a Project update and solicit comments. Consultant shall prepare Planning Commission Work Session #2 summary notes.

### **City Deliverables**

- 4.1 PMT Meeting #3
- 4.2 Community Meeting #2
- 4.5 PMT Meeting #4
- 4.6 Code Committee Meeting #2
- 4.8 PMT Meeting #5
- 4.9 Code Committee Meeting #3
- 4.12 Planning Commission Meeting #2

### **Consultant Deliverables**

- 4.1 PMT Meeting #3
- 4.2 Community Meeting #2
- 4.3 Final Evaluation Memorandum
- 4.4 Downtown Parking Plan Draft #1
- 4.5 PMT Meeting #4
- 4.6 Code Committee Meeting #2
- 4.7 Housing Amendments Draft #1
- 4.8 PMT Meeting #5
- 4.9 Code Committee Meeting #3
- 4.10 Downtown Parking Plan Draft #2
- 4.11 Housing Amendments Draft #2
- 4.12 Planning Commission Meeting #2

### **Task 5: Adoption Draft and Public Hearings**

- 5.1 Adoption Draft Downtown Parking Plan:** Consultant shall incorporate Planning Commission (and City Council, if applicable) and PMT comments to write an Adoption Draft Downtown Parking Plan. The appendix must include recommended parking amendments to the Development Code.
- 5.2 Adoption Draft Development Code Amendments:** Consultant shall incorporate Planning Commission (and City Council, if applicable) and PMT comments to write an Adoption Draft Development Code Amendments, building upon Housing Amendments Draft #2 and incorporating recommended parking amendments from Adoption Draft Downtown Parking Plan. The Development Code Amendments must be in adoptable format.
- 5.3 Planning Commission Public Hearing:** City shall arrange and conduct, and Consultant shall present via remote conference, the Adoption Draft Downtown Parking Plan and Adoption Draft Development Code Amendments at a Planning Commission Public Hearing. City is responsible for the staff report and findings. Consultant shall make minor revisions to Adoption Draft Downtown Parking Plan and Adoption Draft Development Code Amendments if recommended by the Planning Commission. City shall prepare public hearing summary notes.

- 5.4 City Council Public Hearing:** City shall arrange and conduct, and Consultant shall present via remote conference the Adoption Draft Downtown Parking Plan and Adoption Draft Development Code Amendments at a City Council Public Hearing for adoption. City is responsible for the staff report and findings. City shall prepare public hearing summary notes.
- 5.5 Final Downtown Parking Plan and Final Development Code Amendments:** City shall produce the Final Downtown Parking Plan and Final Development Code Amendments, incorporating any changes required by City Council at the City Council Public Hearing.
- 5.6 Title VI Report:** City shall prepare and submit to APM a Title VI Report, documenting Project processes and outreach for all low income, race, gender, and age groups.

**City Deliverables**

- 5.3 Planning Commission Public Hearing
- 5.4 City Council Public Hearing
- 5.5 Final Downtown Parking Plan and Final Development Code Amendments
- 5.6 Title VI Report

**Consultant Deliverables**

- 5.1 Adoption Draft Downtown Parking Plan
- 5.2 Adoption Draft Development Code Amendments
- 5.3 Planning Commission Public Hearing
- 5.4 City Council Public Hearing

**Task 6: Contingent Tasks**

Contingent Task: No work under this contingent task shall be done without the prior written approval (e-mail acceptable) of APM. APM shall give separate written authorization for each Contingent subtask listed below.

- 6.1 Contingent Meeting #1:** City shall arrange and conduct, and Consultant shall appear at an additional public meeting, or meeting, work session, or hearing of the Planning Commission or City Council via remote conference. Consultant shall present information using material from previous meetings and products developed over the course of the project. Consultant shall prepare meeting summary notes.
- 6.2 Contingent Meeting #2:** City shall arrange and conduct, and Consultant shall appear at an additional public meeting, or meeting, work session, or hearing of the Planning Commission or City Council. Consultant shall present information using material from previous meetings and products developed over the course of the project. Consultant shall prepare meeting summary notes.
- 6.3 Contingent PMT Meeting #1:** Consultant shall arrange and conduct an additional PMT Meeting via remote conference. Consultant shall prepare meeting summary notes.
- 6.4 Contingent PMT Meeting #2:** Consultant shall arrange and conduct an additional PMT Meeting via remote conference. Consultant shall prepare meeting summary notes.

**6.5 Contingent PMT Meeting #3:** Consultant shall arrange and conduct an additional PMT Meeting in Madras. Consultant shall prepare meeting summary notes.

**City Deliverables**

- 6.1 Contingent Meeting #1
- 6.2 Contingent Meeting #2
- 6.3 Contingent PMT Meeting #1
- 6.4 Contingent PMT Meeting #2
- 6.5 Contingent PMT Meeting #3

**Consultant Deliverables**

- 6.1 Contingent Meeting #1
- 6.2 Contingent Meeting #2
- 6.3 Contingent PMT Meeting #1
- 6.4 Contingent PMT Meeting #2
- 6.5 Contingent PMT Meeting #3

**PROJECT SCHEDULE**

<b>Task</b>	<b>Consultant and City Deliverables</b>	<b>Completion</b>
<b>Task 1: Project Kick-off</b>		
1.1	Key Documents	November 2020
1.2	Public Involvement Plan	November 2020
1.3	Code Committee	November 2020
1.4	Community Tour	November 2020
1.5	PMT Meeting #1	November 2020
1.6	Planning Commission Meeting #1	December 2020
1.7	Project Webpage	December 2020
<b>Task 2: Parking Data Collection</b>		
2.1	Parking Inventory	January 2021
2.2	<b>Contingent</b> Parking Utilization Survey	January 2021
2.3	Parking Stakeholder Interviews	January 2021
2.4	Parking Policy and Data Memorandum	February 2021
<b>Task 3: Evaluation of Existing Plans and Regulations</b>		
3.1	Draft Evaluation Memorandum	February 2021
3.2	PMT Meeting #2	March 2021
3.3	Code Committee Meeting #1	March 2021
3.4	Community Meeting #1	April 2021
<b>Task 4: Code Drafting</b>		
4.1	PMT Meeting #3	April 2021
4.2	Community Meeting #2	May 2021

<b>Task</b>	<b>Consultant and City Deliverables</b>	<b>Completion</b>
4.3	Final Evaluation Memorandum	May 2021
4.4	Downtown Parking Plan Draft #1	June 2021
4.5	PMT Meeting #4	June 2021
4.6	Code Committee Meeting #2	July 2021
4.7	Housing Amendments Draft #1	August 2021
4.8	PMT Meeting #5	August 2021
4.9	Code Committee Meeting #3	August 2021
4.10	Downtown Parking Plan Draft #2	September 2021
4.11	Housing Amendments Draft #2	September 2021
4.12	Planning Commission Meeting #2	October 2021
<b>Task 5: Adoption Draft and Public Hearings</b>		
5.1	Adoption Draft Downtown Parking Plan	October 2021
5.2	Adoption Draft Development Code Amendments	October 2021
5.3	Planning Commission Public Hearing	December 2021
5.4	City Council Public Hearing	January 2022
5.5	Final Downtown Parking Plan and Final Development Code Amendments	January 2022
5.6	Title VI Report	January 2022
<b>Task 6: Contingent Tasks</b>		
6.1	Contingent Meeting #1	N/A
6.2	Contingent Meeting #2	N/A
6.3	Contingent PMT Meeting #1	N/A
6.4	Contingent PMT Meeting #2	N/A
6.5	Contingent PMT Meeting #3	N/A
<b>Project Expiration Date</b>		<b>April 29, 2022</b>

**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, 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
<b>2.2 Contingent Parking Utilization Survey</b>	Lump Sum per Deliverable	\$16,000
6.1 Contingent Meeting #1		\$2,600
6.2 Contingent Meeting #2		\$5,700
6.3 Contingent PMT Meeting #1		\$1,100
6.4 Contingent PMT Meeting #2		\$1,100
6.5 Contingent PMT Meeting #3		\$4,600
<b>Total NTE For All Contingency Tasks:</b>		\$31,100

**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
James Hencke	Project Manager

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.** Consultant may make necessary staffing adjustments (other than Key Personnel) to the proposed staff (as shown in Consultant’s BOC) provided:



- the alternate staff are appropriately qualified to complete the assigned tasks,
- any changes do not exceed approved billing rate maximums for the classification, and
- the Services can be completed without exceeding WOC (or task, if applicable) NTEs.
- Consultant shall email notice to APM prior to implementing needed changes to staffing assignments.

- 4. 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:
- 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;
  - 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
  - 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.

**5. 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, 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.

**H.1 Non-Contingency Tasks**

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

- Cost-Plus-Fixed-Fee with not-to-exceed (“CPFF”) see Section H.3
- Fixed Price (includes all labor costs, overhead, profit, travel and other expenses)

- Fixed Price (including all expenses except travel). Approved travel expenses will be reimbursed at the rates provided in PA Exhibit B, Section B (Travel) up to the Travel NTE Amount identified in Section H.4, Compensation Summary Table)
- Fixed Price Per Deliverable (includes all labor costs, overhead, profit, travel and other expenses)

**Fixed Price Per Deliverable/Milestone Table**

<b>Task</b>	<b>Consultant Deliverables</b>	<b>Lump Sum Per Deliverable Amount</b>
<b>Task 1: Project Kick-off</b>		
1.2	Public Involvement Plan	\$400
1.4	Community Tour	\$2,100
1.5	PMT Meeting #1	\$1,200
1.6	Planning Commission Meeting #1	\$1,700
<b>Task 2: Parking Data Collection</b>		
2.1	Parking Inventory	\$7,900
2.3	Parking Stakeholder Interviews	\$2,100
2.4	Parking Policy and Data Memorandum	\$6,500
<b>Task 3: Evaluation of Existing Plans and Regulations</b>		
3.1	Draft Evaluation Memorandum	\$20,000
3.2	PMT Meeting #2	\$1,600
3.3	Code Committee Meeting #1	\$3,700
3.4	Community Meeting #1	\$5,500
<b>Task 4: Code Drafting</b>		
4.1	PMT Meeting #3	\$1,600
4.2	Community Meeting #2	\$3,400
4.3	Final Evaluation Memorandum	\$6,700
4.4	Downtown Parking Plan Draft #1	\$6,100
4.5	PMT Meeting #4	\$1,600
4.6	Code Committee Meeting #2	\$2,600
4.7	Housing Amendments Draft #1	\$7,400
4.8	PMT Meeting #5	\$1,200
4.9	Code Committee Meeting #3	\$1,500
4.10	Downtown Parking Plan Draft #2	\$4,600
4.11	Housing Amendments Draft #2	\$7,500
4.12	Planning Commission Meeting #2	\$2,100
<b>Task 5: Adoption Draft and Public Hearings</b>		
5.1	Adoption Draft Downtown Parking Plan	\$2,200

5.2	Adoption Draft Development Code Amendments	\$7,300
5.3	Planning Commission Public Hearing	\$2,200
5.4	City Council Public Hearing	\$1,200
<b>Total</b>		<b>\$127,900</b>

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 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.	N/A
<b>2. Fixed-Fee Amount</b>	Total of non-contingency Fixed-Fee amount(s) (for CPFF only). <b>[Basis for Fixed-Fee calculation:</b> 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
<b>3. Fixed Price Amount</b>	Total of non-contingency Fixed Price amount(s)	\$111,900
<b>4. T&amp;M NTE Amount Travel NTE Amount</b>	Total for any non-contingency Services	N/A
<b>5. Price Per Unit NTE Amount</b>	Total NTE for non-contingency Price Per Unit Costs	N/A
<b>6.</b>	<b>Total Non-Contingency Amount</b>	\$111,900
<b>7.</b>	<b>Total for Contingency Tasks (if any) per Section F above:</b>	\$31,100
<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>\$143,000</b>

## 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 [laura.buhl@state.or.us](mailto:laura.buhl@state.or.us) or TDDPSInvoices@odot.state.or.us.

#### **H.6 Subcontractors “Paid Summary Report”**

Consultant shall complete and submit to APM initial, interim and final [Paid Summary Reports](#) [form 734-2882] 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 - RESERVED**

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

### A&E and Related Services

#### (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 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:

- 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 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”), BOC-NBR or BOC-CPFF, as applicable** - 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: <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 Report** [form 734-2882] 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 Report(s) [form 734-2882] 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 [ocrinfoquest@odot.state.or.us](mailto:ocrinfoquest@odot.state.or.us) or otherwise directed to: Oregon Department of Transportation Office of Civil Rights 3930 Fairview Industrial Drive SE (MS 23), Salem, OR 97302; Phone: 503-986-4350 Fax: 503-986-6382.
- 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:

- o **Forms:** <https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>
- o **Documents:** <https://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>
- o **49 CFR Part 26:** <https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=34ea04c7ed3d45b0e41f82a5646f1c15&rgn=div5&view=text&node=49:1.0.1.1.20&idno=49>

**Acronyms & Definitions for DBE Provisions**

APM	ODOT’s or local agency’s Project Manager for the WOC
BOC	Breakdown of Costs
BOC-CPFF	Breakdown of Costs for Cost-Plus-Fixed-Fee
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.