



CITY OF LA PINE CITY COUNCIL AGENDA
Wednesday, March 13th, 2019
5:30 p.m. Regular Session
La Pine City Hall
16345 Sixth Street, La Pine, Oregon 97739

A. Executive Session – 5:00 p.m.

1. Call to Order

2. Establish Quorum

3. Executive Session – ORS 192.660(2)(i)

An executive session will be held under ORS 192.660(2)(i) to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing

4. Adjourn Meeting

B. Regular Session – immediately following Executive Session

1. Call to Order

2. Establish Quorum

3. Pledge of Allegiance

4. Added Agenda Items

Any matters added to the Agenda at this time will be discussed during the “Other Matters” portion of this Agenda or such time selected by the City Council

5. Public Comments

6. Consent Agenda

Information concerning the matters listed within the Consent Agenda has been distributed to each member of the City Council for reading and study, is considered to be routine, and will be enacted

or approved by one motion of the City Council without separate discussion. If separate discussion is desired concerning a particular matter listed within the Consent Agenda, that matter may be removed from the Consent Agenda and placed on the regular agenda by request of any member of the City Council.

- a. Approval of Council Minutes
 - i. February 27, 2019 Meeting Minutes
 - b. Reimbursements
 - i. Approval of Council and Staff Reimbursements
 - c. Financial Reports
 - i. Approval of Financial Reports
7. Discussion Regarding City Manager Compensation – Action Item
 8. Intergovernmental Agreement #32978 – Wickiup Junction Area Refinement Plan – Action Item for Approval by Mayor and Council President
 9. Other Matters: Only those matters properly added to this Agenda under line item No. 4
 10. Public Comments
 11. Staff Comments
 12. Mayor and Council Comments
 13. Adjourn Meeting

Pursuant to ORS 192.640, this notice includes a list of the principal subjects anticipated to be considered or discussed at the above-referenced meeting. This notice does not limit the ability of the City Council to consider or discuss additional subjects. This meeting is subject to cancellation without notice. The regular meeting is open to the public and interested citizens are invited to attend. The public will not be permitted to attend the executive session; provided, however, representatives of the news media and designated staff will be allowed to attend the executive session. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the executive session as previously announced. No decision will be made in the executive session. The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Tracy Read (541-536-1432). For deaf, hearing impaired, or speech disabled dial 541-536-1432 for TTY.



CITY OF LA PINE CITY COUNCIL – MEETING MINUTES

Wednesday, February 27, 2019

5:30 p.m. Regular Session

La Pine City Hall

16345 Sixth Street, La Pine, Oregon 97739

1. Call to Order

Meeting called to order at 5:32 p.m. by Mayor Daniel Richer

2. Establish Quorum

Present: Mayor Daniel Richer, Councilor Connie Briese, Councilor Don Greiner, Councilor Michael Harper

Absent by prior arrangement: Councilor Mike Shields

Absent without prior arrangement: Student Councilor Trentyn Tennant

Staff Present: City Manager Melissa Bethel, Public Works Manager Jake Obrist, Accounting Clerk Tracy Read

3. Pledge of Allegiance

Led by Council.

4. Added Agenda Items

Any matters added to the Agenda at this time will be discussed during the “Other Matters” portion of this Agenda or such time selected by the City Council.

5. Consent Agenda

Information concerning the matters listed within the Consent Agenda has been distributed to each member of the City Council for reading and study, is considered to be routine, and will be enacted or approved by one motion of the City Council without separate discussion. If separate discussion is desired concerning a particular matter listed within the Consent Agenda, that matter may be removed from the Consent Agenda and placed on the regular agenda by request of any member of the City Council.

a. Approval of Council Minutes

i. February 13, 2019 Meeting Minutes

b. Reimbursements

i. Approval of Council and Staff Reimbursements

Councilor Greiner moved to accept the Consent Agenda, Councilor Briese seconded. No objections. Unanimously approved.

6. Action on American Leadership Forum Payment

There was discussion on previous conversations on this topic for the benefit of the new Mayor and Council members.

Councilor Briese moved to approve making the payment. Councilor Greiner seconded. No objections. Unanimously approved.
7. Appointment of Public Works Committee Members

Jake provided an overview of the duties of the committee and the new cemetery representative. Councilor Briese moved to approve the appointments of Tom Weller, Linda Johnston, Jim Fleming, and James Christiansen to the Public Works Committee. Councilor Harper seconded. No objections. Unanimously approved.
8. Citizen Input Regarding Concerns of Harassment, Intimidation and Bullying in Violation of Rights – Citizens Mike Love and Phil Klug

La Pine Resident Phil Klug stated he feels law enforcement is looking for a way to pull people over. He is concerned about the image of La Pine.

La Pine Resident Mike Love shared a concern regarding an incident his wife had with law enforcement.

Mayor Richer stated that while the City has no authority in this matter, we are deeply concerned. He suggested Mr. Love and Mr. Klug contact Sheriff Nelson, and explained how the Sheriff's Department is regulated and that they answer to the Deschutes County Commissioners. He also suggested Mr. Klug and Mr. Love speak with our local County Commissioner, Tony DeBone. He thanked the citizens for their input.
9. Community Funding Request
 - a. La Pine Middle School Lego Robotics Club

Jennifer McGee spoke in support of the Robotics Club request.

Councilor Harper made a motion to approve the Robotics Club Funding Request, Councilor, Briese seconded. Unanimously approved.
 - b. Citizen Input on The Wall That Heals – Michele Hoffman

Michele Hoffman spoke in support of a funding pledge. She also stated the need for volunteers. A decision will be made in November regarding whether the event will occur here. Possible locations include Finley Butte Park, Rodeo Grounds, and Frontier Days land. If the event is approved this will be considered as part of the FY 2019-20 Budget.

Council members spoke in support of the pledge.
10. Discussion on Frontier Days Land Use – Ann Gawith Presentation

Ann Gawith and Teri Myers spoke regarding plans for the land, including converting a portion of the wetlands to a pond which the fire district can use as a draft site. Ann and Teri also elaborated on potential events.

Discussion was held regarding how utilities would be placed there. Melissa stated there has been no consideration as of now to bring that property into a comprehensive plan amendment.
11. Revised EDCO Memorandum of Understanding (Action Item)

Melissa provided an overview of her staff report and revisions to the MOU.

There was discussion regarding how often updates would be provided, and how the audit process in section 2.3 would work. Councilor Briese reiterated that either party could terminate the MOU at any time.

Councilor Greiner made a motion that the City of La Pine approve the revised Memorandum of Understanding with EDCO. Councilor Briese seconded. No objections. Unanimously approved.

12. Expenditure of Additional Community Development Block Grant Funds for Newberry Lift Station (Action Item)

Melissa provided information on the need for upgraded infrastructure and how existing funding can be used to complete this work. Councilor Harper made a motion to move the City of La Pine utilize the unexpended funds from the Community Development Block Grant for designs upgrading the Newberry Lift Station. Councilor Greiner seconded. No objections. Unanimously approved.

13. Update on Sewer Loan with Deschutes County

Under the current loan, the City is not able to pay down the loan balance. This will be a topic of discussion at the upcoming meeting with the County Commissioners. There was Council concern regarding this not being brought up to Council previously, Melissa stated some of that likely stems from City staff not receiving all relevant information from Deschutes County.

14. Review of Council Goals and Objectives FY 2019-20

There was discussion regarding providing a measurement tool for the items, and for more specific information on steps taken to achieve goals.

15. Other Matters: Only those matters properly added to this Agenda under line item No. 4

None.

16. Public Comments

Phil Klug: Asked how the number of law enforcement in the area is determined. He also asked why roads such as Howard have been blocked off. He was advised that since both these concerns are outside City jurisdiction, he contact the appropriate Deschutes County office.

17. Staff Comments

Melissa: Reminder of BOCC meeting on April 10 at 4:30, here at City Hall.

The next meeting in March will include an Executive Session in which to conduct her review. A form will be sent out for each Council member to complete and return to the Mayor. During the Regular Session immediately following, Melissa's salary will need to be discussed. She reminded everyone of upcoming budget work and the need for more committee members. She will be revising the Planning Assistant job posting.

Jake: Recapped how public works has responded to the recent extreme weather. He appreciates everyone's patience.

Tracy: LOC reminder, thanked public works for their responsiveness, provided more information on budget committee vacancies.

18. Mayor and Council Comments

Councilor Briese: Asked about snow removal at the transit center, and updating snow plowing priorities on website. Information was updated yesterday. There is a snowplow priority map which should be included as well.

Councilor Greiner: Spoke about citizens needing to move vehicles during snow events, and asked that we remind everyone. He is encouraged by the City's progress in so many areas, there has been a big improvement in the past 2-3 years.

Councilor Harper: Thanked public works for their efforts with snow removal. He appreciates everyone working with him to learn his role.

Mayor Richer: Thanked everyone for their extra work to keep everyone safe.

19. Adjourn Meeting

Mayor Richer adjourned the meeting at 7:24 p.m.

Attest

Melissa Bethel, City Manager

FINANCIAL SUMMARY JANUARY 31, 2019

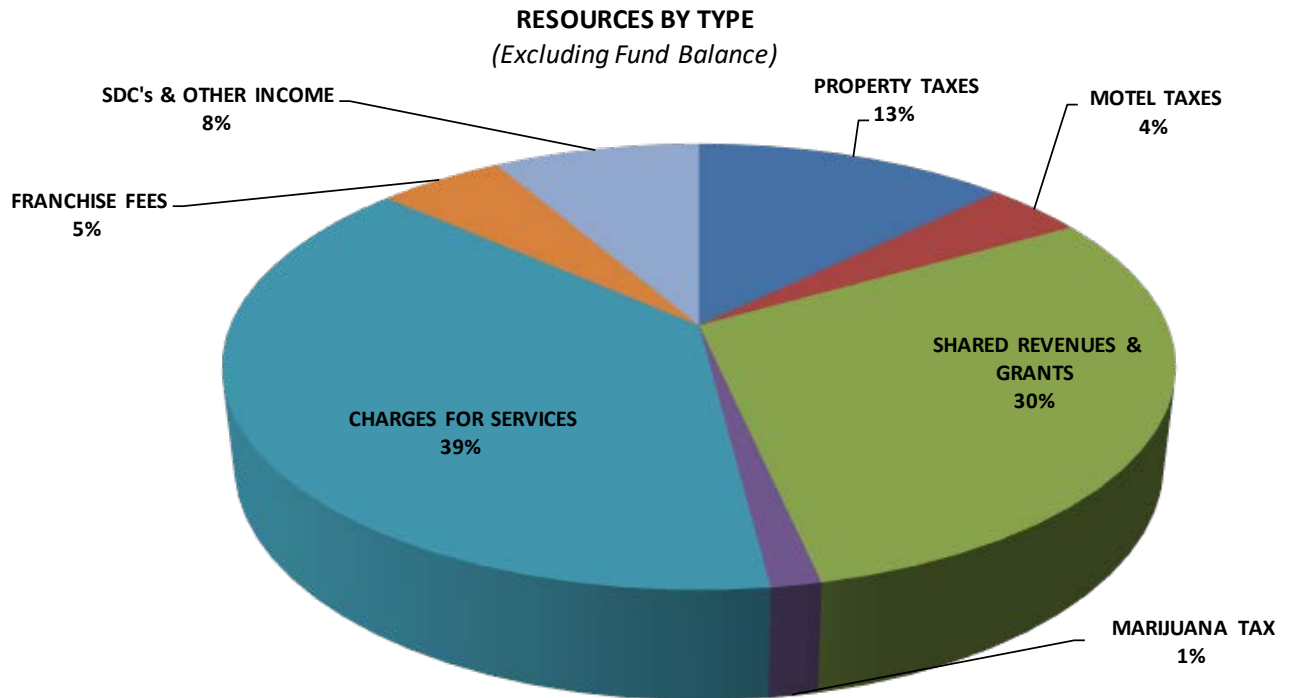
TOTAL RESOURCES - BUDGET TO ACTUAL

AS OF JANUARY 31, 2019

	Year To Date	FY 2018-19 Budget	Budget Remaining	(58% lapsed) % Earned
BEGINNING FUND BALANCE	7,295,571	6,679,299	(616,272)	109.2%
PROPERTY TAXES	284,441	292,000	7,559	97.4%
MOTEL TAXES	89,429	140,000	50,571	63.9%
SHARED REVENUES & GRANTS	668,233	1,229,500	561,267	54.3%
MARIJUANA TAX	32,264	30,000	(2,264)	107.5%
CHARGES FOR SERVICES	862,389	1,491,600	629,211	57.8%
FRANCHISE FEES	114,054	223,500	109,446	51.0%
SDC's & OTHER INCOME	187,136	282,750	95,614	66.2%
	9,533,517	10,368,649	835,132	91.9%

FINANCIAL HIGHLIGHTS - RESOURCES:

- Beginning fund balances final, audited figures.
- Revenues overall are at expected levels or slightly higher compared to budget.
- In the Community Development Fund, \$150 was posted to Interfund Transfers-In. For reporting purposes, the \$150 was reclassified to Misc. Income.



RESOURCES - BUDGET TO ACTUAL BY FUND

AS OF JANUARY 31, 2019

	Year To Date	FY 2018-19 Budget	Budget Remaining	(58% lapsed) % Earned
GENERAL FUND				
BEGINNING FUND BALANCE	558,446	451,428	(107,018)	123.7%
PROPERTY TAXES	284,441	292,000	7,559	97.4%
SHARED REVENUES & GRANTS	35,419	44,000	8,581	80.5%
MARIJUANA TAX	32,264	30,000	(2,264)	107.5%
CHARGES FOR SERVICES	1,360	12,600	11,240	10.8%
FRANCHISE FEES	114,054	223,500	109,446	51.0%
MISCELLANEOUS & OTHER INCOME	33,213	100,000	66,787	33.2%
INTERFUND TRANSFERS - IN	-	45,000	45,000	0.0%
	<u>1,059,197</u>	<u>1,198,528</u>	<u>94,331</u>	<u>88.4%</u>
CEMETERY FUND				
BEGINNING FUND BALANCE	20,796	16,068	(4,728)	129.4%
CHARGES FOR SERVICES	4,095	5,000	905	81.9%
INTERFUND TRANSFERS - IN		5,000	5,000	0.0%
	<u>24,891</u>	<u>26,068</u>	<u>1,177</u>	<u>95.5%</u>
STREETS FUND				
BEGINNING FUND BALANCE	901,308	801,088	(100,220)	112.5%
SHARED REVENUES & GRANTS	74,669	90,000	15,331	83.0%
MISCELLANEOUS & OTHER INCOME	-	250	250	0.0%
INTERFUND TRANSFERS - IN	-	223,500	223,500	0.0%
	<u>975,977</u>	<u>1,114,838</u>	<u>138,861</u>	<u>87.5%</u>
TOURISM FUND				
BEGINNING FUND BALANCE	161,952	126,107	(35,845)	128.4%
MOTEL TAXES	89,429	140,000	50,571	63.9%
	<u>251,381</u>	<u>266,107</u>	<u>14,726</u>	<u>94.5%</u>
COMMUNITY DEVELOPMENT FUND				
BEGINNING FUND BALANCE	104,217	77,357	(26,860)	134.7%
CHARGES FOR SERVICES	67,841	40,000	(27,841)	169.6%
ADVANCED PLANNING FEES	-	25,000	25,000	0.0%
MISCELLANEOUS & OTHER INCOME	150			
INTERFUND TRANSFERS - IN	-	20,000	20,000	0.0%
	<u>172,208</u>	<u>162,357</u>	<u>(9,701)</u>	<u>106.1%</u>
INDUSTRIAL/ECONOMIC DEVELOPMENT				
BEGINNING FUND BALANCE	37,488	21,734	(15,754)	
INDUSTRIAL SITE LEASES / SALES	7,838	163,000	155,162	4.8%
MISCELLANEOUS & OTHER INCOME	-	5,000	5,000	0.0%
INTERFUND TRANSFERS - IN		30,000	30,000	0.0%
	<u>45,326</u>	<u>219,734</u>	<u>174,408</u>	<u>20.6%</u>
RESERVE FUND - WATER/SEWER				
BEGINNING FUND BALANCE	1,615,000	1,590,000	(25,000)	101.6%
INTERFUND TRANSFERS - IN		525,000	525,000	0.0%
	<u>1,615,000</u>	<u>2,115,000</u>	<u>500,000</u>	<u>76.4%</u>
DEBT RESERVE FUND				
BEGINNING FUND BALANCE	193,503	193,503	-	100.0%
	<u>193,503</u>	<u>193,503</u>	<u>-</u>	<u>100.0%</u>
SDC FUND				
BEGINNING FUND BALANCE	2,287,045	2,233,991	(53,054)	102.4%
SYSTEM DEVELOPMENT CHARGES	147,636	150,000	2,364	98.4%
	<u>2,434,681</u>	<u>2,383,991</u>	<u>(50,690)</u>	<u>102.1%</u>
WATER FUND				
BEGINNING FUND BALANCE	668,409	577,217	(91,192)	115.8%
CHARGES FOR SERVICES	383,397	646,000	262,603	59.3%
MISCELLANEOUS & OTHER INCOME	6,033	500	(5,533)	1206.6%
INTERFUND TRANSFERS - IN		750,000	750,000	0.0%
	<u>1,057,839</u>	<u>1,973,717</u>	<u>915,878</u>	<u>53.6%</u>
SEWER FUND				
BEGINNING FUND BALANCE	747,407	590,806	(156,601)	126.5%
GRANT REVENUE	558,145	1,095,500	537,355	50.9%
CHARGES FOR SERVICES	397,858	625,000	227,142	63.7%
MISCELLANEOUS & OTHER INCOME	-	2,000	2,000	0.0%
	<u>1,703,410</u>	<u>2,313,306</u>	<u>609,896</u>	<u>73.6%</u>

FINANCIAL SUMMARY JANUARY 31, 2019

TOTAL EXPENDITURES - BUDGET TO ACTUAL

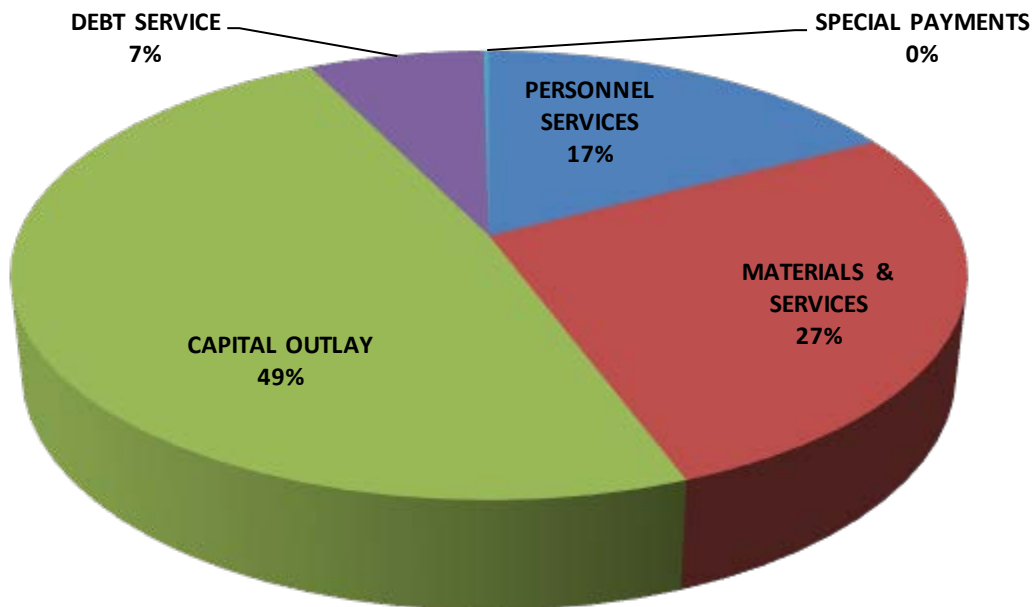
AS OF JANUARY 31, 2019

	Year To Date	FY 2018-19 Budget	Budget Remaining	(58% lapsed) % Expended
PERSONNEL SERVICES	311,688	642,404	330,716	48.5%
MATERIALS & SERVICES	488,342	1,172,751	684,409	41.6%
CAPITAL OUTLAY	874,363	2,723,000	1,848,637	32.1%
DEBT SERVICE	127,013	245,000	117,987	51.8%
SPECIAL PAYMENTS	3,868	55,000	51,132	7.0%
INTERFUND TRANSFERS - OUT	-	1,593,500	1,593,500	0.0%
	1,805,274	6,431,655	4,626,381	28.1%

FINANCIAL HIGHLIGHTS – EXPENDITURES:

- Personnel, Debt Service and Materials & Services Expenditures are at expected levels and within budgets.
- Capital Outlay levels are underspent except the Sewer Fund. Most projects should pick back up after winter.
- No interfund transfers have been made yet.

EXPENDITURES BY CATEGORY (EXCLUDING INTERFUND TRANSFERS)



EXPENDITURES - BUDGET TO ACTUAL BY FUND

AS OF JANUARY 31, 2019

	Year To Date	FY 2018-19 Budget	Budget Remaining	(58% lapsed) % Expended
GENERAL FUND				
PERSONNEL SERVICES	45,425	101,530	56,105	44.7%
MATERIALS & SERVICES	100,747	184,498	83,751	54.6%
CAPITAL OUTLAY	6,462	259,000	252,538	2.5%
DEBT SERVICE	30,479	45,000	14,521	67.7%
INTERFUND TRANSFERS - OUT		278,500	278,500	0.0%
	<u>183,113</u>	<u>868,528</u>	<u>685,415</u>	<u>21.1%</u>
CEMETERY FUND				
MATERIALS & SERVICES	1,654	18,568	16,914	8.9%
CAPITAL OUTLAY		5,500	5,500	0.0%
	<u>1,654</u>	<u>24,068</u>	<u>22,414</u>	<u>6.9%</u>
STREETS FUND				
PERSONNEL SERVICES	22,410	55,541	33,131	40.3%
MATERIALS & SERVICES	27,079	136,297	109,218	19.9%
CAPITAL OUTLAY	96,431	353,000	256,569	27.3%
	<u>145,920</u>	<u>544,838</u>	<u>398,918</u>	<u>26.8%</u>
TOURISM FUND				
MATERIALS & SERVICES	50,238	128,607	78,369	39.1%
CAPITAL OUTLAY	446	50,500	50,054	0.9%
INTERFUND TRANSFERS - OUT		40,000	40,000	0.0%
	<u>50,684</u>	<u>219,107</u>	<u>168,423</u>	<u>23.1%</u>
COMMUNITY DEVELOPMENT FUND				
PERSONNEL SERVICES	35,224	89,703	54,479	39.3%
MATERIALS & SERVICES	21,851	54,654	32,803	40.0%
	<u>57,075</u>	<u>144,357</u>	<u>87,282</u>	<u>39.5%</u>
INDUSTRIAL/ECONOMIC DEVELOPMENT				
MATERIALS & SERVICES	25,569	118,734	93,165	21.5%
	<u>25,569</u>	<u>118,734</u>	<u>93,165</u>	<u>21.5%</u>
RESERVE FUND - WATER/SEWER				
INTERFUND TRANSFERS - OUT		240,000	240,000	0.0%
	<u>-</u>	<u>240,000</u>	<u>240,000</u>	<u>0.0%</u>
SDC FUND				
INTERFUND TRANSFERS - OUT		510,000	510,000	0.0%
	<u>-</u>	<u>510,000</u>	<u>510,000</u>	<u>0.0%</u>
WATER FUND				
PERSONNEL SERVICES	104,126	197,665	93,539	52.7%
MATERIALS & SERVICES	102,756	201,052	98,296	51.1%
CAPITAL OUTLAY	85,954	810,000	724,046	10.6%
DEBT SERVICE	96,534	200,000	103,466	48.3%
SPECIAL PAYMENTS	2,771	40,000	37,229	6.9%
INTERFUND TRANSFERS - OUT		300,000	300,000	0.0%
	<u>392,141</u>	<u>1,748,717</u>	<u>1,356,576</u>	<u>22.4%</u>
SEWER FUND				
PERSONNEL SERVICES	104,503	197,965	93,462	52.8%
MATERIALS & SERVICES	158,448	330,341	171,893	48.0%
CAPITAL OUTLAY	685,070	1,245,000	559,930	55.0%
SPECIAL PAYMENTS	1,097	15,000	13,903	7.3%
INTERFUND TRANSFERS - OUT		225,000	225,000	0.0%
	<u>949,118</u>	<u>2,013,306</u>	<u>1,064,188</u>	<u>47.1%</u>

**INTERGOVERNMENTAL AGREEMENT
Transportation System Plan Update
Wickiup Junction area refinement plan
Deschutes County, City of La Pine**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT" and the DESCHUTES COUNTY, acting by and through its elected officials, hereinafter referred to as "County," and THE CITY OF LA PINE, acting by and through its elected officials, hereinafter referred to as "City" both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. The Transportation Planning Rule (TPR), Oregon Administrative Rule (OAR) 660-12 requires ODOT and local governments to prepare Transportation System Plans (TSPs) as long-range, multi-modal management and improvement plans for transportation facilities within their respective jurisdictions.
3. The purpose of the Wickiup Junction Area Refinement Plan ("Refinement Plan") is to address the US 97 highway corridor through the Wickiup Junction area of north La Pine by focusing on safety and mobility for all modes of transportation. The Refinement Plan must develop long-term improvement and management options and identify short and mid-term transportation actions or options, as appropriate. The Refinement Plan must build on the prior work done in the 2013 La Pine Transportation System Plan ("TSP") and the 2012 Deschutes County Transportation System Plan. This Refinement Plan must identify transportation needs and develop potential solutions in partnership with the City of La Pine, Deschutes County, and with the general public that lives and work in the Wickiup Junction area, or travel through the area.
4. The anticipated Project area includes the Wickiup Junction Area of La Pine from the northern La Pine city limit west to Huntington Road, south to 1st Street/Reed Road, east to the City limit, then north again along the City limit (the "Study Area"). Evaluation within the Study Area must focus on multimodal needs on US 97 and the connecting transportation system between the northern city limit and just south of 1st and Reed Road.
5. State has awarded Work Order Contract No. 23 (to Price Agreement No. B33866) ("WOC") to Kittleson and Associates of Oregon ('Consultant') for the development of the Refinement Plan. This Agreement outlines State's and Agency's roles in the development of the Refinement Plan.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Parties agree to State or its consultant conducting a refinement and update of the City's TSP document that addresses the US 97 highway corridor through the Wickiup Junction area of north La Pine by focusing on safety and mobility for all modes of transportation, through development of the Refinement Plan and using a public process that will culminate in the adoption of an updated TSP, hereinafter referred to as "Project". The Draft WOC for the refinement and update of the City's TSP is marked as Exhibit A, attached hereto and by this reference made a part hereof, and sets forth the Scope of Work for the Project.
2. The Project shall be financed at an estimated total Project cost of \$250,000 in Federal and State funds. State shall be responsible for any non-participating costs and Project costs beyond the estimate.
3. Parties agree that State shall serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement
4. The Parties shall cooperate in planning and coordination of all public involvement and decision making processes for the Project as defined in Exhibit A.
5. Parties agree to create a public outreach plan and will work collaboratively on public meetings, briefing and schedule updates, and in conducting any other needed public outreach during the Project.
6. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project or three (3) calendar years following the date all required signatures are obtained, whichever occurs first.

COUNTY OBLIGATIONS

1. County agrees to work collaboratively with State and City to participate in, and help State oversee, the work assigned to State's Consultant through the WOC as generally described in Exhibit A.
2. County agrees to perform the duties assigned to County in Exhibit A.
3. County shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.
4. County shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without

limiting the generality of the foregoing, City expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

5. County shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
6. All employers, including County, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. County shall ensure that each of its contractors complies with these requirements.
7. County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
8. County's Project Manager for this Project is Cody Smith – County Engineer, 61150 SE 27th Street, Bend, OR 97702, (541) 322-7113, Cody.smith@deschutes.org or assigned designee upon individual's absence. County shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

CITY OBLIGATIONS

1. City agrees to work collaboratively with State and County to participate in, and help State oversee, the work assigned to State's Consultant through the WOC as generally described in Exhibit A.
2. City agrees to perform the duties assigned to City in Exhibit A.
3. City shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.
4. City shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, City expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973;

- (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
5. City shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
 6. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall ensure that each of its contractors complies with these requirements.
 7. City certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of City, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
 8. City's Project Manager for this Project is Melissa Bethel – City Manager, P.O. Box 3055, 51340 Hwy 97, La Pine, OR 97739, (541) 536-1432, MBethel@LaPineoregon.gov, or assigned designee upon individual's absence. City shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State or State's consultant shall perform the work described in TERMS OF AGREEMENT, Paragraph 1 above.
2. State shall be responsible for all costs associated with the work to be performed as described in TERMS OF AGREEMENT, Paragraph 1 above.
3. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
4. State's Project Manager for this Project is Devin Hearing – Senior Planner, 63055 N Highway 97, Bldg M, Bend, OR 97703, (541) 388-6388, Devin.hearing@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. Americans with Disabilities Act Compliance:
 - a. The Parties shall utilize ODOT standards to assess and ensure that the Project and all component activities comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all plans and proposed alternatives for future design or construction of pedestrian, bicycle, and transit routes and facilities are ADA-compliant.
 - b. In performing their obligations under this Agreement, County and City shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. County and City shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the establishment of any work zone, to the greatest extent possible.
2. This Agreement may be terminated by mutual written consent of both Parties.
3. State may terminate this Agreement effective upon delivery of written notice to City and County, or at such later date as may be established by State, under any of the following conditions:
 - a. If City or County fails to provide their respective services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If City or County fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.

4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against the Parties with respect to which the other Parties may have liability, the notified Party must promptly notify the other Parties in writing of the Third Party Claim and deliver to the other Parties a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
6. With respect to a Third Party Claim for which State is jointly liable with City or County (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by City and County in such proportion as is appropriate to reflect the relative fault of State on the one hand and of City and County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of City and County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
7. With respect to a Third Party Claim for which City or County is jointly liable with State (or would be if joined in the Third Party Claim), City and County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of City and County on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of City and County on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. City and County's contribution amounts in any instance are capped to the same extent they would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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

This Project is in the 2018-2021 Statewide Transportation Improvement Program, Key #21295 that was adopted by the Oregon Transportation Commission on July 20, 2017.

CITY OF LA PINE, by and through its elected officials

By _____
Mayor

Date _____

APPROVED AS TO FORM

By _____
City Counsel

Date _____

DESCHUTES COUNTY, by and through its elected officials

By _____
Chair

Date _____

By _____
Commissioner

Date _____

By _____
Commissioner

Date _____

APPROVED AS TO FORM

By _____
County Counsel

Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 4 Manager

Date _____

By _____
Region 4 Planning and Development Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

State Contact:

Devin Hearing – Senior Planner
63055 N Highway 97, Bldg M
Bend, OR 97703
(541) 388-6388

devin.hearing@odot.state.or.us

City of La Pine/Deschutes County/ODOT
Agreement No. 32978

City Contact:

Melissa Bethel – City Manager
P.O. Box 3055
51340 Hwy 07
La Pine, OR 97739
(541) 536-1432
MBethel@LaPineoregon.gov

County Contact:

Cody Smith – County Engineer
61150 SE 27th Street
Bend, OR 97702
(541) 322-7113
Cody.smith@deschutes.org

EXHIBIT A

For purposes of this Exhibit A only, all references to “Agency” refer to State.

**WORK ORDER CONTRACT #23
 B33866**

PRICE AGREEMENT (“PA”) #

Project Name/Location: Wickiup Junction Refinement Plan

This Work Order Contract (“WOC”) is entered into by and between the State of Oregon, by and through its Oregon Department of Transportation (“Agency” or “ODOT”), and Kittelson & 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
- c. the attached Statement of Work and Delivery Schedule;
- d. the attached Acronyms & Definitions;
- e. the attached Breakdown of Costs (“BOC”) {except for Fixed-Price, file copy only};
- f. the attached DBE Provisions;
- g. the Committed DBE Breakdown and Certification Form(s).

WOC EXPIRATION DATE: 7/15/2021. 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 type="checkbox"/> N <input checked="" 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”) # C0091707-000	Fed Aid #: SA00(165)	ODOT Key #: N/A
The Total Not-to-Exceed (“NTE”) amount for this WOC. This total includes: all allowable costs, profit, and fixed-fee amount (if any), shown in section H.4; and \$0 for contingency tasks, each of which must be separately authorized by Agency.		\$249,958.4 2

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 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) S/he is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant’s payment of taxes, and to the best of her/his knowledge, Consultant is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

B. Any individual signing on behalf of Consultant hereby certifies they are 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.

City of La Pine/Deschutes County/ODOT
 Agreement No. 32978

- (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 one-year period, and no other disclosures required per the COI Guidelines and COI Disclosure Form. "Associate" has the meaning provided in the COI Guidelines.
 - (b) All disclosures required, per the COI Guidelines and COI Disclosure Form, for Consultant and (to the best of the undersigned's information, knowledge and belief) Consultant's Associates (as defined in the COI Guidelines) have been indicated on the Conflict of Interest Disclosure Form(s) submitted regarding this WOC, 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."](#) 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 a written policy and practice, that meets the requirements described in ORS 279A.112 (HB 3060, 2017), of preventing 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](#)).
- (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](#).
- (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.

CONSULTANT: _____
 Signature & Title Date

LEGAL SUFFICIENCY: (Approved by _____ via email dated _____)

ODOT (Procurement Authority)

 Signature Print Name Date

**STATEMENT of WORK and DELIVERY SCHEDULE
 for
 WOC # 23 under PA # B33866**

Wickiup Junction Refinement Plan

Name: Address: Phone: Fax: Email:	Agency’s Project Manager (“APM”) for the WOC Devin Hearing 63055 N. Highway 97 Bldg. M Bend, OR 97703 (541) 388-6388 (541) 385-0476 Devin.hearing@odot.state.or.us	Name: Address: Phone: Fax: Email:	Consultant’s Project Manager (“PM”) for the WOC Matt Kittelson Kittelson & Associates Inc. 354 SW Upper Terrace Drive Bend. OR 97702 (541) 639-8614 mkittelson@kittelson.com
Name: Phone: Email:	Agency’s Contract Administrator for the WOC Devin Hearing (541) 388-6388 Devin.hearing@odot.state.or.us	Name: Phone: Email:	Alternate Contact for Consultant Julia Kuhn (503) 535-7409 jkuhn@kittelson.com

Agency may change the APM designation, Agency’s address for invoicing (section H.5), or both by promptly sending written notice (e-mail notice or electronic amendment acceptable) to Consultant, with a copy to ODOT Procurement Office. Changes to Agency’s Contract Administrator for the WOC must be done by amendment or electronic amendment. Any changes to Consultant’s Project Manager must be approved in writing (e-mail acceptable) by Agency. Consultant shall provide written notice (email acceptable) to Agency of any changes to Consultant’s other contacts for this WOC.

A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

Agency is contracting with Consultant for Services in connection with the following project (the “Project”):

Purpose

To develop a Wickiup Junction Refinement Plan (“Refinement Plan”) that addresses the US 97 highway corridor through the Wickiup Junction area of north La Pine by focusing in the Project area on safety and mobility for all modes of transportation. The Refinement Plan must develop long-term improvement and management options and identify short and mid-term transportation actions or options, as appropriate. The Refinement Plan must build on the prior work done in the 2013 La Pine Transportation System Plan (“TSP”) and the 2012 Deschutes County Transportation System Plan. This Refinement Plan must identify transportation needs and develop potential solutions in partnership with the City of La Pine,

Deschutes County, and with the general public that live and work in the Wickiup Junction area, or travel through the area.

The Refinement Plan must also look in more detail at the intersections within the Wickiup Junction area, to identify the long-term solution for safe access points onto and from US 97 through the area. It is understood that ODOT has currently discontinued the interchange project near the US 97/Burgess Road intersection. The Refinement Plan needs to consider the immediate, mid-term, and long-term plans for US 97 in regards to the current “at-grade” crossing of the Burlington Northern Santa Fe (“BNSF”) rail line.

Project Area

The anticipated study area of the Project includes the Wickiup Junction Area of La Pine from the northern La Pine city limit west to Huntington Road, south to 1st Street/Reed Road, east to the City limit, then north again along the City limit (the “Project Area”). Evaluation within the Project Area must focus on multimodal needs on US 97 and the connecting transportation system between the northern city limit and just south of 1st Street and Reed Road.

Problem Statement

Like many Oregon cities, the City of La Pine is bisected by a State highway-- in this case US 97. As US 97 highway traffic volumes increase, it is more difficult for side street traffic to enter or cross the highway or for pedestrians to cross the highway safely. A critical concern for the City of La Pine residents is to provide safe ingress and egress for patrons of the Wickiup Junction commercial areas on the east side of US 97 while County is concerned about the Newberry Estates subdivision off Rosland Road. Roadways within the Wickiup Junction commercial area are owned by the State (US 97), Deschutes County (Rosland, Drafter, Burgess Roads) or are privately owned (Frontage). With roads owned by various entities, but none owned by the City of La Pine, additional difficulties are created with development of a seamless transportation system. Coordination of the various road ownership entities will be of paramount importance in development of the Refinement Plan. The La Pine TSP relied on the identified Wickiup rail overcrossing not only for crossing safety, but also as an in-place system improvement for other future roadway needs in the ProjectArea. As a consequence, identified projects at Rosland Road, Burgess Road and Drafter Road may need to be reviewed, and updates suggested, given the Wickiup Junction interchange project is no longer ongoing.

Given the ingress and egress issues to the ProjectArea are of paramount importance to the La Pine community, it is recognized that safe transitions from the more open areas of the northern La Pine community to the more urban development patterned areas are important factors to address. La Pine is unique in that it has two commercial nodes along two miles of Hwy 97. Along the more rural corridor within the City of La Pine, safety and speed perception become more important as it relates to overall multimodal safety within the Study Area.

Project Objectives

- Safety for all modes using or crossing US 97 within the Project Area;
- A well-planned multimodal grid system which can be implemented over time within the Project Area, in support of mobility, planned land uses, as well as economic, livability, and public safety needs;
- Robust public involvement including stakeholders and interested parties from the City of La Pine, Deschutes County, the freight industry and emergency services providers, the travelling public and ODOT; and
- Evaluate potential US 97 alternatives for the Project Area.

B. STANDARDS and GENERAL REQUIREMENTS

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

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. Utilize 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 shall
- 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 Contract 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. In addition, at Project completion, Consultant shall send an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to ODOT’s Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable Curb Ramp Inspection Form and instructions are available at the following address: <https://www.oregon.gov/ODOT/Forms/Pages/default.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.

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 and final deliverables in electronic format via e-mail (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 the version used by Agency.
- Additional format requirements may be listed with specific tasks/deliverables throughout 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 Management

Objective: To provide the Project management tools necessary for the Refinement Plan.

1.1 Project Management Team ("PMT")

The PMT must be comprised of City of La Pine, Deschutes County, ODOT and the Consultant Project Managers. The PMT shall manage the day-to-day tasks related to keeping the Project on scope, schedule and budget.

1.2 PMT Meetings

1.2.1 Consultant shall schedule and conduct a Project kick-off meeting with the PMT within three weeks of receiving the Notice to Proceed ("NTP") on the Work Order Contract ("WOC"). Specific items that must be discussed at the Project kick-off meeting include, but are not limited to, the following:

- Establishment of a Project website
- Development of the Advisory Committee Roster
- PMT meeting schedule and logistics including establishing a day, time and call-in number

- Refinement Plan scope, schedule, roles and responsibilities
- Creation of Public Involvement Plan

1.2.2 Consultant shall schedule and conduct PMT meetings, either in-person or as teleconferences, on at least a monthly basis and more often as necessary to keep the Project on schedule and budget. Consultant should anticipate up to 18 meetings with the PMT. Consultant shall develop an agenda for each meeting and shall disseminate the agenda to the PMT no later than 5:00PM on the evening prior to the meeting. Consultant shall prepare and distribute the meeting summary, within 5 business days of each PMT meeting.

1.3 Refinement Plan Project Schedule

Consultant shall prepare an initial Refinement Plan Project Schedule and deliver it to the PMT within two weeks of the Project Kick-Off Meeting, in a format agreed to by PMT. As part of Project management, Consultant shall update the Refinement Plan Project Schedule at the PMT’s request, and distribute to the PMT.

Consultant Deliverables

Consultant shall:

- 1.1 Provide Project Management throughout the life of the WOC
- 1.2.1 Schedule and conduct Kick-off Meeting
- 1.2.2 PMT meetings [up to 14 meetings via conference call; up to 4 meetings in-person]
- 1.3 Prepare initial Refinement Plan Project Schedule

Task 2: Public Involvement

Objective: To ensure public involvement throughout the entire Refinement Plan process. This task contains all deliverables associated with public engagement throughout the Project. The following outlines how these deliverables coincide with the other tasks and deliverables:

Meeting	Deliverables
Advisory Committee #1	Task 2: <ul style="list-style-type: none"> • Project Website Task 3: <ul style="list-style-type: none"> • Draft Technical Memo #1 – Plans and Policies Review • Draft Technical Memo #2 – Methodology Memorandum • Draft Technical Memo #3 – Goals, Objectives, and Evaluation Criteria
Public Meeting #1	
Advisory Committee #2	Task 4: <ul style="list-style-type: none"> • Draft Technical Memo #4 – Existing Conditions • Draft Technical Memo #5 – Future Conditions

City of La Pine/Deschutes County/ODOT
 Agreement No. 32978

Meeting	Deliverables
Concept Development Workshop (Public Meeting #2)	Task 5: <ul style="list-style-type: none"> Initial Concept Screening
Advisory Committee #3	Task 5: <ul style="list-style-type: none"> Draft Technical Memo #6 – Alternatives Analysis Task 6: <ul style="list-style-type: none"> Draft Technical Memo #7 – Preferred, Cost-Constrained Alternative
Advisory Committee #4	Task 7: <ul style="list-style-type: none"> Draft Refinement Plan
Public Meeting #3	
City of La Pine Hearing	Task 8: <ul style="list-style-type: none"> Final Refinement Plan
Deschutes County Hearing	

Public involvement schedule:

2.1 Advisory Committee

2.1.1 Establishment of Advisory Committee

The PMT shall establish an Advisory Committee (“AC”) for the Project to provide community and technical review and to provide guidance on the Project. The AC must include representation from the City of La Pine and Deschutes County, as well as planning, public safety and traffic/public works representatives from ODOT. In addition, the AC may be expanded to include the La Pine Planning Commission or City Council, the Deschutes County Planning Commission or Board of Commissioners, Bend-La Pine School District, and key property owners in the vicinity.

2.1.2 Advisory Committee Meetings

Consultant shall organize and prepare a schedule for up to 4 Advisory Committee meetings; Consultant shall update the Advisory Committee meeting schedule as needed as the Project progresses. Consultant shall prepare agendas and any required meeting materials prior to the meetings. Consultant shall attend the Advisory Committee meetings and prepare written meeting summaries/minutes for delivery to the APM. The initial dates and times of the scheduled Advisory Committee meetings will be determined at the Kick-off Meeting. It is anticipated that Advisory Committee meetings will be conducted at the following stages of the Project:

- (1) At the assessment of existing conditions and future deficiencies;
- (2) To identify alternatives;
- (3) To select the preferred solution; and
- (4) To address any other key Project issues.

2.2 Project Stakeholder Meetings with Property Owners, Business Owners, and Focus Groups

2.2.1 Consultant shall organize, schedule, conduct and accurately summarize, in writing, Project Stakeholder Meetings (up to 3) with potentially affected individual property owners, business owners and small groups throughout the entire Refinement Plan process. Meeting summaries are due within 5 business days of each Project Stakeholder Meeting. Project Stakeholder meetings are assumed to be small group meetings consisting of up to 10 people. Consultant shall ensure the Project stakeholder meetings engage the stakeholders on access management requirements, accessibility, economic benefits and concerns, livability and environmental impacts associated with the Project. The Consultant must closely coordinate these stakeholder meetings with the appropriate ODOT, City of La Pine and Deschutes County staff and communicate specific Consultant roles and responsibilities, meeting attendance, presentation materials and documentation of meeting discussions and stakeholder comments.

2.2.2 The PMT will provide an initial list of stakeholders and the Consultant shall arrange and conduct meetings, as outlined in Task 2.2.1, with stakeholders to ensure their engagement throughout the planning process. Additional stakeholders might be identified by PMT as the Project progresses, and Consultant shall include newly identified stakeholders in upcoming meetings and update these stakeholders on Project developments to date. Consultant shall propose additional means to ensure stakeholder engagement, as the Project stakeholder meetings progress.

2.3 Public Meetings

Public meetings shall be held concerning the Project at strategic points (up to 3) in the Refinement Plan process, in order to solicit broad input from the Project Area and other City of La Pine interests. Consultant shall conduct all Public Meetings organized by the City of La Pine and summarize key Project findings and document any public comments received at the meetings. Consultant shall submit all summaries and findings within 5 business days of each Public Meeting. Consultant shall prepare presentation materials and present at the Public Meeting and answer stakeholder's technical questions associated with the Project.

Any questions received from the public pertaining to public policy issues, legal issues or other issues uniquely within the purview of the Agency, Deschutes County or City of La Pine, will be addressed by the Agency, Deschutes County or City of La Pine, if a representative is available. If Agency, Deschutes County or City of La Pine representative are not available to address any such questions, the Consultant shall make a written note of the question(s) and bring the question(s) to the attention of the appropriate entity (Agency, Deschutes County, or City of La Pine) to provide a follow-up response to the person(s) involved. Consultant shall provide input opportunities for attendees and summarize any comments or other input received. It is anticipated that public meetings will be conducted at the following stages of the Project:

- (1) Assessment of existing conditions and future deficiencies;

- (2) When identifying alternatives (via Concept Development Workshop, Task 2.5)
- (3) When selecting the preferred solution; and
- (4) When the Refinement Plan is presented to the City of La Pine for approval and adoption.

2.4 Project Website

A Project website (the “Project Website”) must be developed, hosted, fully maintained and regularly monitored by the Consultant to provide information to stakeholders, interested parties and the public on the Project and to allow interactive public involvement. Consultant shall host, fully maintain and regularly monitor the Project Website during the entire Project. Consultant shall coordinate with ODOT and the PMT to determine and implement a linkage between the Project Website, ODOT’s website and the websites for both the City of La Pine and Deschutes County. Consultant shall be responsible for all aspects of website, including: development, registration, hosting, gathering/monitoring of content in close coordination with ODOT and the City. The Project Website must be accessible within 2 weeks of the Kick-Off Meeting and remain active for a minimum of 6 months following Project completion.

The Project Website must include, at a minimum, the following Project documents, as they are developed or made available to the Consultant: Draft and Revised Tech Memos; all maps and graphics developed for this Project in PDF or JPG format; and meeting information (times, locations, agendas, summaries, and materials). The Project Website must include an interactive on-line mapping tool element that allows the public to provide input on the Project, and to pinpoint issues, ideas and comments directly on a map of the Project Area.

2.5 Concept Development Workshop

The Consultant shall organize, prepare materials for and conduct a 2-day concept development workshop (the “Concept Development Workshop”) that must include participation by the PMT, AC, and public. The Concept Development Workshop must include the following elements:

- Day 1:
 - Kick-off meeting with the PMT
 - Concept Development Workshop Session with AC
 - Concept Development Workshop Session with Public (evening)
- Day 2:
 - Recap meeting with PMT
 - Report out meeting with Public (evening)
- Workshop sessions are intended to solicit feedback from the AC and public as to what improvements could be made to the transportation system in the Project Area.
- The report out meeting is intended to summarize feedback heard and allow the public to review alternatives developed and provide comments.

City of La Pine/Deschutes County/ODOT
Agreement No. 32978

The Concept Development Workshop must include 1 floor map (with a scale of 1 inch = 50') for participants to experiment with during the Concept Development Workshop. The Concept Development Workshop must include tutorial sessions during the workshop sessions.

Up to 3 alternatives must be developed as a result of Concept Development Workshop. Consultant shall submit a written summary of the Concept Development Workshop to ODOT within 14 calendar days of the Concept Development Workshop being fully completed.

2.6 Public Involvement and Communications Plan (“PICP”)

Consultant shall prepare a draft and final PICP that includes a problem statement, strategies for communicating the Project purpose, the target audiences for the Project, key messages anticipated and outreach tools/strategies.

2.7 Electronic Project Newsletters and Emails

2.7.1 The Consultant shall prepare 3 electronic Project newsletters. The initial newsletter must be distributed via e-mail prior to the public meeting that will be used to announce the Project, identify the Project Website and otherwise provide public meeting details. The second newsletter must be distributed via email prior to the second public meeting and announce the Concept Development Workshop. The third newsletter must be distributed via e-mail prior to the third Public Meeting. The Consultant shall develop a user-friendly map (graphic) of the Project Area to be included in outreach materials and for use on the Project Website. All newsletters should be sent 7 calendar days prior to each public meeting.

2.7.2 The Consultant shall prepare and send 2 informational emails on the Project to electronic addresses included in the Project contact database. These emails must include Project updates, as reviewed and approved by Agency.

2.8 Project Contact Database

Consultant shall develop and maintain a Project contact database that must be used to inform and update impacted or interested businesses, residents, communities, organizations and jurisdictions in the Project Area. Consultant shall update the Project contact database as needed throughout the Project.

2.9 Event Fliers

Consultant shall develop up to 3 event fliers to promote the public meetings and Concept Development Workshop series. Event fliers must be provided to AC members and agency partners, as well as posted in local businesses.

Note: County and City roles and responsibilities are established in Intergovernmental Agreement (IGA) Number 32978. The following is for clarification of Task language only.

County Responsibility

Coordinate with City to establish Advisory Committee

City Responsibilities

Coordinate with County to establish the Advisory Committee

Schedule Advisory Committee Meetings

Schedule Public Meetings

Consultant Deliverables

Consultant shall:

- 2.1.2 Arrange up to 4 AC meetings; written schedule for AC meetings; agendas for the AC meetings; required meeting materials within 7 calendar days prior to each meeting; attend AC meetings; prepare meeting summaries/minutes of the meetings, delivered to ODOT within 7 calendar days after each meeting. (One AC meeting must be held the same day as of Conceptual Development Workshop)
- 2.2.1 Stakeholder engagement meetings [up to 3 small groups (up to 10 people each)] – report of meetings scheduled, within 30 calendar days following NTP.
- 2.3 Public meetings (up to 3) – organize, attend and conduct each public meeting; summarizing key Project findings and documenting any public comments received within 7 calendar days of each meeting. The first and third public meetings must occur on the same day as the AC meetings #2 (Existing Conditions and Future Needs) and #4 (Draft Refinement Plan). The second public meeting must occur via Task 2.5 (Concept Development Workshop)
- 2.4 Project Website development within 14 calendar days of the Project Kick-Off Meeting; ongoing, hosting and monitoring of the Project Website until a date 6 months following completion of the Project. An on-line open house must start 7 calendar days or more in advance to the Concept Development Workshop and run a minimum of 7 calendar days following the Concept Development Workshop.
- 2.5 Two-Day Concept Development Workshop; summarizing key Project findings and documenting any public comments received within 7 calendar days of each meeting.
- 2.6 Draft PICP, within 4 weeks of NTP; final PICP 5 calendar days after receiving Agency comments.
- 2.7.1 Two electronic/e-mail Project newsletters - one, 3 weeks prior to the Concept Development Workshop and one 3 weeks prior to the second public meeting.
- 2.7.2 Three informational Project emails sent - one 7 calendar days prior to each public meeting.
- 2.8 Draft Project contact database within 4 weeks of NTP, updated as needed throughout the Project.
- 2.9 Up to 3 event fliers to promote the public open house events and workshop series – due to APM within 7 calendar days prior to public open house.

Task 3: Plans and Policy Review, Analysis Methodology and Goals and Objectives

Objective: Assess existing plans, policies, standards and other applicable documents as they pertain to the Project and the development of the Refinement Plan, including analysis methodology and assumptions, goals and objectives, and evaluative criteria by which to select alternative and preferred solutions.

Background Documents

Agency, Deschutes County and City of La Pine will make available to the Consultant the most current version of the following documents (the “Background Documents”):

- Oregon Highway Plan
- Oregon Administrative Rules (“OAR”) chapter 734 division 051
- Oregon Freight Plan
- Oregon Bicycle/Pedestrian Plan
- Oregon Transportation Safety Action Plan
- City of La Pine Transportation System Plan
- Statewide Transportation Improvement Program including the adopted 2015-2018 and the draft 2018-2021 documents
- Oregon Intersection Safety Implementation Plan
- Oregon Bicycle and Pedestrian Safety Implementation Plan
- Oregon Resilience Plan
- Central Oregon Regional Transit Transportation Master Plan
- Central Oregon Strategic Transportation Options Plan
- Deschutes County Transportation System Plan
- 2010 US97 at Wickiup Jct Traffic Analysis Report
- Deschutes County Intelligent Transportation System (“ITS”) Plan

3.1 Draft Technical Memorandum (“TM”) #1: Plans and Policy

Consultant shall prepare Draft TM #1 to provide the baseline of existing plans, policies, standards, rules, regulations, and other applicable documents as they pertain to the Project and the development of the Refinement Plan. Consultant shall ensure Draft TM #1 concisely summarizes the applicability of Project Background Documents to the Refinement Plan. Draft TM #1 is intended to guide later decisions regarding the selection of preferred alternatives and necessary amendments to pertinent documents and regulations.

3.2 Draft TM #2: Analysis Methodology and Assumptions Memorandum

Consultant shall prepare Draft TM #2 for existing conditions, future conditions, assumptions, methodology and an alternatives analysis and deliver TM #2 to ODOT’s Transportation Planning Analysis Unit (“TPAU”) and the PMT. Consultant shall obtain approval of methodology and assumptions from the TPAU and PMT prior to beginning the alternatives analysis.

- 3.3 **Draft TM #3: Goals, Objectives and Evaluative Criteria**
Consultant shall prepare Draft TM #3 to establish the goals, objectives, and evaluation criteria for later use in setting policy and selecting preferred alternatives. Goals, objectives, and evaluation criteria serve as the basis for the needs analysis, alternatives development, and the selection of a preferred alternative for the Project.
- 3.4 **Final TM#1 Plans and Policies**
Consultant shall prepare Final TM #1 based on PMT comments and revisions received in Task 3.1 for final approval by PMT.
- 3.5 **Final TM #2 Analysis Methodology and Assumptions**
Consultant shall prepare Final TM#2 based on PMT comments and revisions received in Task 3.2 for final approval by PMT.
- 3.6 **Final TM #3 Goals, Objectives and Evaluative Criteria**
Consultant shall prepare Final TM#3 based on PMT comments and revisions received in Task 3.3 for final approval by PMT.

County Responsibilities

- Provide Background Documents
- Review and comment on TM#1 Plans and Policy Memo
- Review and comment on TM#2 Analysis Methodology and Assumptions Memo
- Review and comment on TM#3 Goals, Objectives and Evaluation Criteria Memo

City Responsibilities

- Provide Background Documents
- Review and comment on TM#1 Plans and Policy Memo
- Review and comment on TM#2 Analysis Methodology and Assumptions Memo
- Review and comment on TM#3 Goals, Objectives and Evaluation Criteria Memo
- AC Meeting #1

Consultant Deliverables

Consultant shall prepare and deliver:

- 3.1 Draft TM #1 Plans and Policies for PMT review and edits
- 3.2 Draft TM #2 Analysis Methodology and Assumptions
- 3.3 Draft TM #3 Goals, Objectives and Evaluative Criteria

- 3.4 Final TM#1 Plans and Policies
- 3.5 Final TM #2 Analysis Methodology and Assumptions
- 3.6 Final TM #3 Goals, Objectives and Evaluative Criteria

Task 4: Transportation System Inventory, Existing and Future Conditions Analysis

Objective: Establish a baseline understanding of the current and future transportation systems within the Project Area and identify any deficiencies, needs and opportunities with regard to those transportation systems.

4.1 Transportation System Inventory

Consultant shall provide an inventory and assessment of the existing conditions in the Project Area. Consultant shall inventory the existing transportation system within the Project Area and present it in tabular Excel or Geographical Information System (“GIS”) format, with a simple and concise accompanying narrative, unless noted otherwise below. Consultant shall obtain this information from the existing sources. Consultant shall ensure the transportation system inventory includes at a minimum the following elements (as available):

➤ Land and Population Inventory

Consultant shall identify existing, planned, and potential land uses, and environmental constraints relevant to the transportation system (the “Land and Population Inventory”). Consultant’s population assumptions must be based on the most current Deschutes County information. The Land and Population Inventory must include the following (as available):

- Comprehensive Plan and zoning designations;
- Natural resources and environmental barriers including:
 - Historical or cultural resource sites
 - Hazardous material sites
 - Wetlands and waterways
 - Threatened and endangered species presence and habitat
 - Wildlife crossings
- Activity centers
- Demographics, including Title VI populations

➤ Roadway System Inventory

Consultant shall inventory existing road system characteristics to establish a baseline for comparison with future needs (the “Road System Inventory”). The Road System Inventory must be based on GIS data, as available, provided by ODOT and Deschutes County. Where GIS data is not available or applicable, data will be provided in an Excel database. The Road System Inventory must include, but is not limited to the following (as available):

- Facility functional classifications for State and local roads
- Jurisdictional responsibility for State and local roads
- State highway approach permits along State highways within the Project Area.

City of La Pine/Deschutes County/ODOT
Agreement No. 32978

- State highway log data
- Geometry for Project Area intersections (Consultant shall assemble)
- Number and width of study intersection lanes (Consultant shall assemble)
- Posted speed limits
- Pavement types and conditions
- Park and ride locations
- Right of way widths
- Intelligent Transportation System facilities
- Culverts
- Freight connections and facilities
- Americans with Disabilities Act (“ADA”) accessible public sidewalk impediments (i.e. driveway aprons, public sidewalks)
- Public transit facilities

➤ Bicycle/Pedestrian Inventory

Consultant shall inventory bicycle and pedestrian system characteristics to provide a comprehensive portrait of multi-modal infrastructure and overall interconnectedness between these modes (the “Bicycle/Pedestrian Inventory”). The Bicycle/Pedestrian Inventory must be based on data provided by the City, County and ODOT in Excel or GIS format, including, but not limited to, the following (as available):

- Bicycle facility types, locations, geometry, conditions, and use;
- Pedestrian facility types, locations, geometry, and use;
- Crosswalk locations, conditions, and use;
- Wheelchair ramp locations and pedestrian crossings, conditions (include ADA compliance), and use;
- Consistency of facilities with State/regional standards;
- Commute/recreational use of bicycle facilities; and
- Location/trip characteristics of major bicycle/pedestrian generators.

➤ Public Transit Inventory

Consultant shall inventory public transit service and facilities to provide a comprehensive understanding of transit service and needs within the Project area. The Public Transit Inventory must be based on data provided by the Central Oregon Intergovernmental Council, City, County and ODOT in Excel or GIS format, including, but not limited to, the following (as available):

- Transit stops and facilities
- Park and Ride types, locations, geometry, conditions, and use
- Service span and frequency of public transit routes
- ADA access to transit stops and facilities

4.2 Draft TM #4 – Existing Conditions Analysis

4.2.1 Consultant shall prepare TM #4 that analyzes current conditions and identifies deficiencies of the transportation system based on policies, standards, goals and objectives developed in TM #s 1–3. Consultant’s analysis shall include at a minimum the following:

➤ Traffic Counts

ODOT will collect the following traffic counts for use in the Refinement Plan process:

- 16-hour intersection classification counts
 - US97 & Rosland Rd
 - US97 & Burgess Rd
 - Burgess Rd & Huntington Rd
 - US97 & 1st St/Reed Rd
 - 1st St & Huntington Rd

- 4-hour intersection classification counts
 - US97 & Drafter Rd
 - US97 & Frontage Rd Access
 - Rosland Rd & Frontage Rd
 - Rosland Rd & Drafter Rd
 - Pine Dr & Burgess Rd
 - Rosland Rd & Darlene Wy

- Consultant shall use the traffic count data provided by ODOT and Deschutes County (as referenced above) to prepare the TM # 4. Traffic counts must be delivered in a standardized format that includes the following:
 - Consistent, standardized format for all traffic counts and electronic (*.xls or *.csv) count delivery along with formatted PDF counts for technical appendices.
 - All new traffic counts to be conducted within a single week for simplification of adjustment factors; counts along corridors must all be conducted in a single day for count verification purposes.
 - Consistent fifteen-minute data increments throughout count period and for all user types with clearly labeled count periods.
 - Electronic count files must include Deschutes County, State, and street name fields.
 - Counts must include a separate account of pedestrians, bicyclists, passenger vehicles, and heavy vehicles by five-minute data increments.
 - Single-file inclusion of all intersection approaches (including private driveways).

- Counts must all be recorded with video to verify the location and any data anomalies. Delivery of DVDs containing the recorded video are required, along with labels on the individual DVDs stating the count location and date to the Consultant for model calibration and review.
- Counts must include notes on any observed anomalies encountered as part of the data collection efforts.
- Count delivery formats must accommodate counts between 1 hour and 16-hours in single tables.
- All counts must have 15-minute breakdowns from 2-6 PM. All counts must include bicycles, pedestrians, and turning movements.

4.2.2 Consultant shall process the traffic count information following procedures and methods outlined in Agency's Analysis Procedure Manual, available at:

<https://www.oregon.gov/ODOT/Planning/Pages/APM.aspx>

4.2.3 Consultant shall analyze traffic count information for the PM peak period, apply adjustment factors to account for seasonal variation, and develop volumes for the 30th highest hours and the Average Daily Traffic ("ADT") volumes.

State highway truck classification information is available here:

http://highway.odot.state.or.us/cf/highwayreports/traffic_parms.cfm

4.2.4 Intersection Operation

Consultant shall use ODOT geometric and operational design standards for State facilities and Deschutes County design standards for Deschutes County facilities. Consultant shall perform traffic analysis of the Project Area transportation system and identify existing deficiencies. All analyses must focus on evening commute period conditions unless otherwise discussed and agreed with PMT, in writing. Operational analysis for study intersections, regardless of jurisdiction, must include:

- Volume-to-Capacity ratio
- Level-of-service
- Delay
- Turning movements

4.2.5 Active Transportation Analysis

Consultant shall perform analysis of primary non-motorized transportation facilities. Consultant's analysis must include availability of sidewalks, bicycle lanes, transit routes and facilities, and gaps in primary routes and intermodal opportunities. Consultant's analysis must also identify safety concerns, substandard facilities, and barriers, such as system gaps or challenging topography.

Consultant's analysis must include the availability and general condition of sidewalks and bicycle lanes, and shared paths. Consultant shall perform Level of Traffic Stress ("LTS") for pedestrians and bicyclists for collector-level and higher roadways as shown in ODOT's Analysis Procedures Manual Chapter 14.

4.2.6 Crash Analysis

Consultant shall obtain the most recent available 5 years of crash data from ODOT's Crash Analysis and Reporting Unit for study segments and intersections in the Project Area. Consultant shall assemble an inventory and identify crash patterns in the history of collisions on the transportation system among all users (e.g. trucks, autos, pedestrians, bicyclists). The inventory must include the following:

- Location;
- Crash type and characteristics;
- Severity (property damage, injury, or fatality);
- Summary review of pedestrian/bicycle and truck-involved crashes; and
- Summary review of fatal crashes.

Consultant's data for State highways must include locations of Top 5% or 10% Safety Priority Index System sites. Consultant shall calculate study intersection crash rates and compare with Highway Safety Manual ("HSM") Part B critical crash rates and published 90% percentile rates in Exhibit 4-1 of the Agency's Analysis Procedure Manual. Consultant shall also calculate HSM Excess Proportion of Specific Crash Types at each intersection. Project-area K-factors from 12+ hour counts must be used to convert short duration counts to daily traffic approach volumes. Consultant shall calculate the overall crash rate and the fatal/severe injury crash rate of study segments and compare to Table II and Table V, respectively, in the statewide Crash Rate Book to identify study segments with more crashes than other similar facilities in Oregon.

For all areas that exceed the specified crash excess proportion, the critical crash rate, 90th percentile rate, or the Table II/V rate, Consultant shall identify and present crash patterns and potential countermeasures/safety improvements at intersections that exceed the statewide crash rate performance threshold. Any identified potential countermeasures should be taken from the All Roads Transportation Safety ("ARTS") Crash Reduction Factors ("CRF") listing or the CRF Appendix available at:

http://www.oregon.gov/ODOT/HWY/TRAFFIC-ROADWAY/Pages/ARTS.aspx#Crash_Reduction_Factors .

Consultant shall use the CRF for summarizing the potential crash reduction of each improvement. Summary crash data, including crash rates must be documented by the Consultant.

4.3 Draft TM #5 Future Conditions Analysis

Objective: Baseline year 2040 system conditions to identify deficiencies and needs.

4.3.1 Consultant shall prepare Draft TM #5, an assessment of land use and transportation future conditions in the Project Area. Draft TM #5 must include, but is not limited to the elements listed below:

- Population and Employment Forecasts
Consultant shall summarize the 2040 population and employment data and identify demographic trends, particularly for Title VI populations.
- Public Transit – planned transit service and infrastructure supporting transit service within the Project Area, including stops, transit centers, and park and rides.
- Future No-build Scenario

Consultant shall prepare traffic analysis under a no-build scenario for both automobile and non-automobile transportation. The no-build scenarios must follow the same format as in TM #4 and contain volume-to-capacity ratio, Level of Service and turning movements. Future no-build traffic volumes must be developed from 20-year growth factors from historical traffic volumes using a Level 1 trending forecast to predict future traffic volumes and to analyze future conditions. TPAU's Future Volume Tables are available at:

<http://www.oregon.gov/ODOT/TD/TP/Pages/Data.aspx>.

4.3.2 Future Deficiencies

Consultant shall identify projected future transportation system deficiencies. Deficiencies include both the failure to meet measurable standards identified in TM#1, and the failure to satisfy the goals, objectives, and evaluation criteria identified in TM #2. Consultant shall clearly describe each deficiency.

4.4 Final TM #4 Existing Conditions

Consultant shall prepare Final TM #4 based on PMT comments and revisions received in Task 4.2 for final approval by PMT.

4.5 Final TM #5 Future Conditions

Consultant shall prepare final TM #5 based on PMT comments and revisions received in Task 4.3 for final approval by PMT.

County Responsibilities

- Review and comment on TM #4 Existing Conditions Memo
- Review and comment on TM #5 Future Conditions Memo

City Responsibilities

- Review and comment on TM #4 Existing Conditions Memo
- Review and comment on TM #5 Future Conditions Memo

Consultant Deliverables

Consultant shall prepare and deliver:

- 4.2 Draft TM #4 Existing Conditions
- 4.3 Draft TM #5 Future Conditions
- 4.4 Final TM #4 Existing Conditions
- 4.5 Final TM#5 Future Conditions

Task 5: Alternatives Development and Analysis

Objectives: 1) To develop potential solutions to any identified deficiencies and needs in the transportation system in the Project Area; and 2) To develop information upon which ODOT and the County and City may make transportation decisions for any improvements to the transportation system in the Project Area.

5.1 Draft TM # 6: Alternatives Development and Analysis

Consultant shall develop alternatives concepts (up to 3 alternatives) for the Project Area, including various corridor alignment, intersection improvements, multimodal improvements, local roadway connections, and speed transitions through the two-day Concept Development Workshop. Consultant shall prepare draft TM #6 summarizing the concepts identified during the Concept Development Workshop and the preferred improvement package that addresses the identified deficiencies and needs to the transportation system in the Project Area. Consultant's alternatives must address the standards, goals and objectives identified in previous TMs prepared by the Consultant under this Contract. Consultant shall provide an evaluation matrix for the alternative solutions, utilizing the evaluation criteria identified in TM #3. Consultant shall estimate conceptual construction costs for up to 3 scenarios. Cost estimates must be planning-level cost estimates based on Year 2019 dollars.

Consultant shall ensure alternative solutions include the following:

- Access management and spacing;
- Bicycle and pedestrian – identify safety, comfort and connectivity improvements to the existing bicycle and pedestrian network;
- Transit – safety, comfort and connectivity and accessibility improvements to the existing transit routes/facilities;
- Freight - identify the major freight issues in the Project Area including accessibility, mobility, safety and freight passage through, into, and from the Project Area;
- Safe Routes To Schools - identify potential alternative connective routes, facility enhancements, and crossing treatments that would improve student

- safety when walking or biking to school;
- Local street connectivity/extensions - identify local street alignments and extensions to serve local traffic needs and to provide parallel routes to US 97;
- Financially feasible funding levels must be identified; and
- Safety - identify specific safety measures that reduce the number of fatal and severe injury crashes.

Consultant shall identify study intersections or segments where countermeasures could be applied to reduce crash frequency. Any identified potential countermeasures are to be taken from the ARTS CRF listing or the CRF Appendix, as available.

Consultant shall use the CRFs for summarizing the potential crash reduction of each improvement.

- 5.2 AC meeting #2, Consultant shall conduct City-scheduled TAC meeting #2 to review draft TM#6 Alternatives Development and Analysis. Consultant shall prepare and distribute meeting agenda, materials and summary.
- 5.3 Public presentation #2, Consultant shall conduct City-scheduled Public Project Presentation summarizing the Project findings to date. Consultant shall prepare presentation, present materials, and answer questions. Consultant shall provide input opportunities for attendees and summarize input received. Consultant shall prepare and distribute meeting summary.
- 5.4 Prepare Final TM#6 Alternatives Development and Analysis

County Responsibility

Review and comment on TM #6 Alternatives Development and Analysis

City Responsibilities

Review and comment on TM #6 Alternatives Development and Analysis

Consultant Deliverables

- 5.1 Draft TM #6 Alternatives Development and Analysis
- 5.4 Final TM #6 Alternatives Development and Analysis

Task 6: Identification of Preferred, Cost-Constrained Alternative

Objective: To identify a preferred, cost-constrained alternative for the Project Area.

- 6.1 Draft TM #7: Preferred, Cost-Constrained Alternative
Consultant shall prepare draft TM #7, identifying a preferred alternative for each deficiency or need that the Consultant identifies with regard to the transportation system

in the Project Area, taking into account expected funding levels. Consultant shall ensure identification of preferred alternatives includes the following:

- A prioritized list of projects that would implement the preferred alternative in the Project Area;
- Walking, bicycling, transit, and motorized vehicles including freight;
- Identification of improvements that could be incorporated into a future “Safe Routes to Schools” plan; and
- Planning-level cost estimates.

6.2 Consultant shall prepare a Final TM #7 based on comments and revisions provided by PMT.

County Responsibilities

Review and comment on TM #7 Preferred Cost-Constrained Alternative

City Responsibilities

Review and comment on TM #7 Preferred, Cost-Constrained Alternative

Consultant Deliverables

6.1 Draft TM #7 Preferred, Cost-Constrained Alternative

6.2 Final TM #7 Preferred, Cost-Constrained Alternative

Task 7: Draft Refinement Plan

Objective: To prepare a Draft Refinement Plan for the Project Area

7.1 Draft Refinement Plan

- Consultant shall review comments received from the PMT, the Advisory Committee and the public (during Public Meeting #3) and shall revise draft TM #7 into a draft Refinement Plan for the Project Area
- Consultant shall incorporate the preferred alternative(s) identified in TM #7 into the draft Refinement Plan.
- The draft Refinement Plan must incorporate all of the information gained through the Refinement Plan process described in this SOW, including, but not limited to, graphics and maps showing each alternative and a comprehensive map showing all transportation improvements.

7.2 Consultant shall present draft Refinement Plan to City of La Pine and Deschutes County in

a joint work session for review, comment, or approval as appropriate.

- 7.3 Consultant shall submit the final form of the draft Refinement Plan to the PMT in electronic format.
- 7.4 Consultant shall prepare and submit to PMT a Draft Title VI report, which documents the Project process and outreach for all income, race, gender, and age groups. This includes methods of outreach used and strategies to avoid or mitigate negative Project impacts.
- 7.5 Consultant shall revise and finalize Title VI report based on PMT input and recommendations.

County Responsibilities

Review and comment on draft Refinement Plan

City Responsibilities

Review and comment on draft Refinement Plan

Consultant Deliverables

Consultant shall:

- 7.1 Draft Refinement Plan
- 7.2 Present Draft Refinement Plan to City of La Pine and Deschutes County
- 7.3 Prepare final form of Draft Refinement Plan and submit to PMT
- 7.4 Draft Title VI Report
- 7.5 Final Title VI Report

Task 8: Final Refinement Plan Adoption/Concurrence

Objective: To present the final Refinement Plan to the City of La Pine and Deschutes County for their adoption or concurrence.

- 8.1 The Consultant shall review any comments received from City of La Pine on the final form of the draft Refinement Plan that was presented to the City of La Pine for review, comment or approval, and develop a final draft of the Refinement Plan for final review and adoption/concurrence by the City of La Pine.
- 8.2 The Consultant shall review any comments received from Deschutes County on the final form of the draft Refinement Plan that was presented to Deschutes County for review, comment or approval, and develop a final draft of the Refinement Plan for final review and adoption/concurrence by Deschutes County to adopt into the Deschutes County TSP.
- 8.3 Prepare and deliver to the Agency the final form of the Refinement Plan after final adoption/concurrence by City of La Pine and Deschutes County, after making any final edits to the Refinement Plan requirement by the City of La Pine and Deschutes County decisions.

Consultant Deliverables

City of La Pine/Deschutes County/ODOT
Agreement No. 32978

Consultant shall:

- 8.1 Present the final draft of the Refinement Plan to the City of La Pine for adoption/concurrence;
- 8.2 Present the final draft of the Refinement Plan to Deschutes County for adoption/concurrence; and
- 8.3 Present Final Refinement Plan to the Agency.

Project Schedule

Task	Description	Schedule
	Phase 1	
1	Project Management	On-going
1.2.1	Kick Off Meeting	3 weeks from NTP
1.2.2	PMT meetings	Monthly
1.3	Refined Project Schedule	2 weeks from Project Kick Off Meeting
2	Public Involvement	On-going
2.1.2	Up to 4 Public Advisory Committee Meetings	Ongoing
2.2.1	Up to 3 Stakeholder Engagement Meetings	Ongoing
2.3	Up to 2 Public Meetings	Ongoing
2.4	Project Website Development	2 weeks from Project Kick Off Meeting
2.5	Two-Day Concept Development Workshop	28 weeks from NTP
2.6	Public Involvement Plan	8 weeks from NTP
2.7	Project Newsletters (2)/Emails (4)	Ongoing
2.8	Project Contact Database	2 weeks from Project Kick Off Meeting
2.9	Event Flyers	Ongoing
3	Plans and Policy Review	
3.1	Draft TM #1 – Plans and Policies	8 weeks from NTP
3.2	Draft TM #2 – Analysis Methodology and Assumptions	8 weeks from NTP
3.3	Draft TM #3 – Goals, Objectives, and Evaluation Criteria	8 weeks from NTP
3.4	Final TM #1 – Plans and Policies	12 weeks from NTP
3.5	Final TM #2 – Analysis Methodology and Assumptions	12 weeks from NTP
3.6	Final TM #3 – Goals, Objectives, and Evaluation Criteria	12 weeks from NTP
4	Transportation Inventory, Existing and Future No-Build Conditions Analysis	
4.2.1	Draft TM #4 – Existing Conditions	16 weeks from NTP
4.3.1	Draft TM #5 – Future Conditions	20 weeks from NTP
4.4	Final TM #4 – Existing Conditions	24 weeks from NTP
4.5	Final TM #5 – Future Conditions	24 weeks from NTP
5	Alternatives Development and Analysis	
5.1	Draft TM #6 – Alternatives Analysis	32 weeks from NTP
5.4	Final TM #6 – Alternatives Analysis	36 weeks from NTP
6	Identification of Preferred, Cost-Constrained Alternative	
6.1	Draft TM #7 – Preferred, Cost-Constrained Alternative	42 weeks from NTP
6.2	Final TM #7 – Preferred, Cost-Constrained Alternative	46 weeks from NTP
7	Draft Refinement Plan	
7.1	Draft Refinement Plan	52 weeks from NTP
7.2	Joint City of La Pine/Deschutes County Work Session	56 weeks from NTP
7.3	Final Draft Refinement Plan	60 weeks from NTP

7.4	Draft Title VI Report	52 weeks from NTP
7.5	Final Title VI Report	60 weeks from NTP
8	Final Refinement Plan Adoption/Concurrence	
8.1	Present Final Draft to City of La Pine City Council for Adoption/Concurrence	TBD
8.2	Present Final Draft to Deschutes County Board for Adoption/Concurrence	TBD
8.3	Deliver Final Refinement Plan to Agency	TBD

F. CONTINGENCY TASKS “RESERVED”

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
Julia Kuhn, Kittelson & Associates Inc.	Project Principle
Matt Kittelson, Kittelson & Associates Inc.	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 Contract/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. RESERVED

5. ODOT Web Standards. Consultant shall perform all web-related Services required under this WOC in conformance with the **ODOT Web 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. ODOT shall have ownership and control of work products developed by Consultant as set forth in the terms and conditions of the Price Agreement under “**Ownership of Work Product**”.

6. 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 the 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.

7. 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 279279C.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, overhead, profit)

Fixed Price Per Deliverable/Milestone Table

Task	Deliverable	Fixed unit price	Max Quantity	Total
	Phase 1			
1	Project Management			
1.2.1	Kick Off Meeting	\$7,263.00	1	\$7,263.00
1.2.2	PMT meetings	\$599.24	18	10,786.27
1.3	Refined Project Schedule	\$1,695.02	1	\$1,695.02
2	Public Involvement			
2.1.2	Up to 4 Public Advisory Committee Meetings	\$3,326.04	4	\$13,304.18
2.2.1	Up to 3 Stakeholder Engagement Meetings	\$796.98	3	\$2,390.94
2.3	Up to 2 Public Meetings	\$11,988.56	2	\$23,977.12
2.4	Project Website Development	\$3,016.14	1	\$3,016.14
2.5	Two-Day Concept Development Workshop	\$39,177.23	1	\$39,177.23
2.6	Public Involvement Plan	\$2,708.02	1	\$2,708.02
2.7	Project Newsletters (2)/Emails (4)	\$683.45	6	\$4,100.69
2.8	Project Contact Database	\$1,644.24	1	\$1,644.24
2.9	Event Flyers	\$554.91	3	\$1,664.72
3	Plans and Policy Review			
3.1	Draft TM #1 – Plans and Policies	\$3,463.91	1	\$3,463.91
3.2	Draft TM #2 – Analysis Methodology and Assumptions	\$2,158.04	1	\$2,158.04
3.3	Draft TM #3 – Goals, Objectives, and Evaluation Criteria	\$3,338.39	1	\$3,338.39
3.4	Final TM #1 – Plans and Policies	\$710.07	1	\$710.07

City of La Pine/Deschutes County/ODOT
 Agreement No. 32978

3.5	Final TM #2 – Analysis Methodology and Assumptions	\$710.07	1	\$710.07
3.6	Final TM #3 – Goals, Objectives, and Evaluation Criteria	\$838.15	1	\$838.15
4	Transportation Inventory, Existing and Future No-Build Conditions Analysis			
4.2.1	Draft TM #4 – Existing Conditions	\$17,541.57	1	\$17,541.57
4.3.1	Draft TM #5 – Future Conditions	\$4,972.47	1	\$4,972.47
4.4	Final TM #4 – Existing Conditions	\$6,650.59	1	\$6,650.59
4.5	Final TM #5 – Future Conditions	\$2,969.46	1	\$2,969.46
5	Alternatives Development and Analysis			
5.1	Draft TM #6 – Alternatives Analysis	\$32,073.02	1	\$32,073.02
5.2	Final TM #6 – Alternatives Analysis	\$9,634.47	1	\$9,634.47
6	Identification of Preferred, Cost-Constrained Alternative			
6.1	Draft TM #7 – Preferred, Cost-Constrained Alternative	\$12,417.53	1	\$12,417.53
6.2	Final TM #7 – Preferred, Cost-Constrained Alternative	\$3,184.86	1	\$3,184.86
7	Draft Refinement Plan			
7.1	Draft Refinement Plan	\$15,950.27	1	\$15,950.27
7.2	Joint City of La Pine/Deschutes County Work Session	\$2,982.35	1	\$2,982.35
7.3	Final Draft Refinement Plan	\$3,920.16	1	\$3,920.16
7.4	Draft Title VI Report	\$1,475.80	1	\$1,475.80
7.5	Final Title VI Report	\$368.95	1	\$368.95
8	Final Refinement Plan Adoption/Concurrence			
8.1	Present Final Draft to City of La Pine City Council for Adoption/Concurrence	\$3,130.53	1	\$3,130.53
8.2	Present Final Draft to Deschutes County Board for Adoption/Concurrence	\$2,670.53	1	\$2,670.53
8.3	Final Refinement Plan to Agency	\$7,069.66	1	\$7,069.66

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:

Monthly progress payments for percentage of Services completed (For Fixed Price);

H.3 RESERVED

H.4 Total WOC NTE Amount

	Compensation Summary Table	Amount
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1. CPFF NTE Amount (not including Fixed-Fee or contingencies)	NTE Amount for allowable costs of non-contingency Services in this WOC. Basis for Fixed-Fee calculation:	N/A
2. Fixed-Fee Amount	Total of non-contingency Fixed-Fee amount(s) (for CPFF only)	N/A
3. Fixed Price Amount	Total of non-contingency Fixed Price amount(s)	\$249,958.42
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. Amount	Total Non-Contingency	\$249,958.42
7. above:	Total for Contingency Tasks (if any) per Section F	\$0
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).		\$249,958.42

H.5 Invoices

Invoices must be in conformance with the ODOT Invoice Requirements Guide and any other PA requirements. The Invoice Requirements Guide is available on the Internet at:
<https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>

Consultant shall submit invoices electronically via email to devin.hearing@odot.state.or.us .

Certification for 15-Day Payment (per [2017 HB 3264](#) pilot program that applies only to subject invoices received by Agency before June 30, 2019). For Services completed and accepted under the terms of a WOC executed on or after January 1, 2018, a business that employs no more than 50 employees may request Agency payment within 15 calendar days of Agency’s receipt of a properly completed and submitted invoice. To request 15-day payment, Consultant must submit a certification (using the [Prompt Payment Certification Form](#)) as an attachment to the invoice. The certification must state the number of employees currently employed by Consultant and be signed and dated. Agency will endeavor to notify Consultant within 10 business days of receipt of invoice regarding any necessary revisions to the invoice. If revisions are necessary, payment will be made no later than 15 calendar days from Agency’s receipt of the revised and properly completed invoice. Invoices that do not meet the requirements for 15-day payment are subject to the payment terms included in Exhibit B of the PA.

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 – ACRONYMS & DEFINITIONS

Agency – Oregon Dept. of Transportation	ODOT – Oregon Department of Transportation
APM – Agency’s Project Manager for WOC	ORS – Oregon Revised Statute
BOC – Breakdown of Costs	PA – Price Agreement
CPIFF – Cost Plus Fixed Fee	PM – Consultant’s Project Manager for WOC
DBE – Disadvantaged Business Enterprise	SOW – Statement of Work
FP – Fixed Price	T&M – Time and Materials
NTE – Not to Exceed	WOC – Work Order Contract
NTP – Notice to Proceed	

ATTACHMENT B - BREAKDOWN OF COSTS FOR SERVICES

The Breakdown of Costs (BOC) dated January 3, 2019 is not physically attached but incorporated into this WOC by this reference with the same force and effect as though fully set forth herein. A copy of the final BOC has been provided to Consultant prior to WOC execution.

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 11.6% 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”), 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 or BOC-NBR 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 Instructions tab of 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 the 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.

City of La Pine/Deschutes County/ODOT
Agreement No. 32978

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.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-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

City of La Pine/Deschutes County/ODOT
Agreement No. 32978

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 incorporated into this WOC by this reference with the same force and effect as though fully set forth herein. A copy of the signed Committed DBE Breakdown and Certification Form(s) has been provided to the ODOT Office of Civil Rights (for review, approval and tracking purposes) prior to WOC execution.



CITY OF LA PINE

STAFF REPORT

Meeting Date: March 13, 2019
TO: La Pine City Council
FROM: Melissa Bethel, Staff
SUBJECT: Approval of IGA #32978 (Wickiup Junction Area Refinement Plan)

TYPE OF ACTION REQUESTED (Check one):

- | | | | |
|-------------------------------------|-------------------------|--------------------------|-----------------------------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | No Action – Report Only | <input type="checkbox"/> | Public Hearing |
| <input checked="" type="checkbox"/> | Formal Motion | <input type="checkbox"/> | Other/Direction: Discussion |

Councilors:

The purpose of the Wickiup Junction Refinement Plan (“Refinement Plan”) is to address the US 97 highway corridor through the Wickiup Junction area of north La Pine by focusing in the Project area on safety and mobility for all modes of transportation. The Refinement Plan will build on the prior work done in the 2013 La Pine Transportation System Plan (“TSP”) and the 2012 Deschutes County Transportation System Plan and identify transportation needs and develop potential solutions in partnership with the City of La Pine, Deschutes County, and with the general public that live and work in the Wickiup Junction area, or travel through the area.

It is understood that ODOT has currently discontinued the interchange project near the US 97/Burgess Road intersection and consideration to the immediate, mid-term, and long-term plans for US 97 in regards to the current “at-grade” crossing of the Burlington Northern Santa Fe (“BNSF”) rail line are needed.

Motion:

I move the City Council approve IGA #32978 (AKA: Wickiup Junction Area Refinement Plan) and authorize the Mayor and Council President to sign the agreement.