

RESOLUTION NO. 2395

A RESOLUTION OF THE WILSONVILLE CITY COUNCIL, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, AUTHORIZING SOUTH METRO AREA REGIONAL TRANSIT (SMART) TO CONTRACT WITH NELSON/NYGAARD FOR CONSULTING SERVICES FOR THE TRANSIT INTEGRATION PROJECT.

WHEREAS, a goal of South Metro Area Regional Transit (SMART) is to balance increasing operating costs against the level of service that best meets customer needs and expectations; and

WHEREAS, SMART has received a State of Oregon grant of up to \$300,000 to implement a study, referred to as the Transit Integration Project, to find efficiencies and examine SMART service along the I-5 corridor between Wilsonville and Portland; and

WHEREAS, SMART is required to report all grant related activities to the State of Oregon and the Federal Transit Administration; and

WHEREAS, the City has budgeted funds to cover the 20 percent match amount (\$26,520) required for the grant and the Transit Integration Project is included in the approved fiscal year 2012/13 budget for the City of Wilsonville; and

WHEREAS, SMART has selected a qualified consulting firm in accordance with all City, State, and Federal procurement requirements that guarantee open and fair competition; and

WHEREAS, Nelson\Nygaard has submitted a price proposal in the amount of \$132,600 for consulting services, as described in the Professional Services Agreement, attached hereto ; and

WHEREAS, the City Council has duly appointed itself as the Local Contract Review Board and is authorized to award the Professional Services Agreement in conformance with the State procurement program.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILSONVILLE
RESOLVES AS FOLLOWS:**

1. Based on the above recitals which are incorporated herein, the City Council, acting as the Local Review Board, does hereby approve and authorize the City Manager, on behalf of SMART to enter into a Professional Services Agreement with Nelson/Nygaard Consulting Associates, Inc. for consulting services for the Transit Integration Project.
2. The expenditures for this purchase are hereby authorized, not to exceed the total FY 2012/13 Amount as budgeted:

<u>Account</u>	<u>Budget Amount</u>
260.161.33101.00138	\$134,595

3. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting on February 4, 2013 and filed with the Wilsonville City Recorder this date.

TIM KNAPP, MAYOR

ATTEST:

Sandra C. King, City Recorder, MMC

SUMMARY OF VOTES:

Mayor Knapp - Yes

Council President Starr - Yes

Councilor Goddard - Yes

Councilor Fitzgerald - Yes

Councilor Stevens - Yes

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Work Agreement ("Agreement") is made and entered into on this ____ day of _____, 2013 ("Effective Date") by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the "City"), and **Nelson/Nygaard Consulting Associates, Inc.**, a California corporation (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, the City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such services as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Term

The term of this Agreement shall be from the Effective Date until all services required to be performed hereunder ("Work") are completed and accepted, unless earlier terminated in accordance herewith. Consultant shall diligently perform the Work according to the requirements and deliverable dates identified in the Scope of Work, attached hereto as **Exhibit A** and incorporated by reference herein. Except in the event of an extension of time, agreed to in writing by the City, all Work must be completed no later than December 30, 2014.

Section 2. Contract Documents

This Agreement, the Request for Proposal for the Transit Integration Project, Scope of Work, all RFP Addenda and modifications, Consultant's proposal (to the extent consistent with the RFP documents), and Consultant's Rate Schedule constitute the Contract Documents and are complementary. Specific federal and state laws, and the terms of this Agreement, in that order, respectively, supersede any inconsistent provisions found within other Contract Documents. All Contract Documents are on file in the office of the City at 29799 SW Town Center Loop E, Wilsonville, Oregon, 97070 and are incorporated into this Agreement.

Section 3. Consultant's Scope of Work

3.1. Consultant will perform the Scope of Work, more particularly described on **Exhibit A**, for the Transit Integration Project ("Project"), in accordance with the Contract Documents.

3.2. All written documents, surveys, reports and other materials submitted by Consultant in conjunction with the Work shall bear the signature, stamp, or initials of Consultant's authorized Project Manager. Any documents submitted by Consultant which do not bear the signature, stamp, or initials of Consultant's authorized Project Manager, will not be relied upon by the City.

3.3. Consultant will not be responsible for damages, be in default, or be deemed to be in default by reason of delays in performance due to reasons beyond Consultant's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Work will be extended accordingly by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

3.4. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Work described herein.

3.5. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to work on the Work provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

Section 4. City's Responsibilities

The scope of the City's responsibilities, including those of the City's Contract Administrator, are also set forth in the Contract Documents. The City has designated a Contract Administrator, as set forth below, to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

Section 5. Compensation

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Consultant a not to exceed price of ONE HUNDRED THIRTY-TWO THOUSAND SIX HUNDRED DOLLARS (\$132,600) for performance of the Work ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require express written agreement by the City and Consultant.

5.2. During the course of Consultant's performance, if the City's Contract Administrator specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Compensation above the amount shown in **Subsection 5.1** requires a written Change Order, executed in compliance with the provisions of **Section 21**, prior to performance of the additional services. **Exhibit B** also shows a breakdown of tasks and an estimate of hours to be spent on each task. Nothing contained on **Exhibit B**, however, shall be deemed to modify the Scope of Work, nor the not to exceed Compensation Amount.

5.3. All reimbursable expense items are included in the fixed Compensation Amount of **Subsection 5.1**.

5.4. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, salaries or wages plus fringe benefits and contributions, including payroll taxes, workers' compensation insurance, liability insurance, profit, pension benefits and similar

contributions and benefits, technology and/or software charges, office expenses, and all other indirect and overhead charges.

Section 6. Payment

6.1. Consultant shall be paid, upon the submission of proper invoices, for Work completed and accepted, less deductions, if any, as herein provided. Invoices must contain a detailed and itemized breakdown of the Work performed, by whom the Work was performed, the dates upon which the Work was performed, the time spent on the Work, and the hourly rate applied. Consultant will send application for payment to: **Jen Massa Smith, City of Wilsonville, 29799 SW Town Center Loop E, Wilsonville, Oregon 97070.**

6.2. Unless the payment invoice is incomplete or disputed, payment will be made within thirty (30) calendar days after approval of Consultant's application, unless other terms are agreed upon as a part of this Agreement. Except in the case of a disputed or incomplete invoice, where no interest will apply, interest on payments made after thirty (30) calendar days shall be at a rate of one-half percent (0.5 %) per month.

6.3. The granting of any progress payment or payments by City, or the receipt thereof by Consultant, shall not constitute in any sense acceptance of the Work or of any portion thereof, and shall in no way lessen the liability of Consultant to remedy or redo Work that does not conform to the Contract Documents, though the character of such Work or material may not have been apparent or detected at the time such payment was made. If the invoice or payment amount is disputed, the disputed amount will be withheld, without interest or penalty, and will be resolved informally between the City and Consultant or in accordance with the Dispute Resolution process set forth in **Section 42.**

Section 7. City's Contract Administrator

The City's Contract Administrator is Jen Massa Smith. The City shall give Consultant prompt written notice of any re-designation of its Contract Administrator.

Section 8. Consultant's Project Manager

Consultant's Project Manager is Scott Chapman. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such redesignation. Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

Section 9. Project Information

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, service providers, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 10. Duty to Inform

If, at any time during the performance of this Agreement or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults, or defects in the Project or Scope of Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Consultant has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Consultant shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of the City's rights.

Section 11. Federal Requirements and Davis-Bacon/BOLI Wages

This Agreement is being funded with federal funds. Consultant shall at all times comply with all applicable Department of Transportation (DOT) and Federal Transit Administration (FTA) regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (14) dated October 1, 2007; available at <http://www.fta.dot.gov/documents/14-Master.pdf>) between the City and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Consultant's failure to so comply shall constitute a material breach of this Agreement. Additional federal requirements are set forth throughout this Agreement. Because this Agreement is federally funded, the higher of Davis-Bacon or Oregon BOLI wages may apply to some or all individuals performing Work under this Agreement. It is the responsibility of Consultant to be in full compliance with Davis-Bacon and BOLI requirements, and Consultant shall defend, indemnify, and hold harmless the City from any claims based on Consultant's failure or alleged failure to comply.

Section 12. Consultant Is Independent Contractor

12.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 5** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Consultant's Work so such Work meets the requirements of the Project.

12.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on an approved Rate Schedule. Rate Schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 21** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

12.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and any subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in

writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with and be subject to the provisions of this **Section 12** and meet the same insurance requirements of Consultant under this Agreement.

12.4. Consultant shall make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement, as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may pay such claim to the subcontractor furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

12.5. Should Consultant elect to utilize employees on any aspect of this Agreement, Consultant must comply with all wage and hour laws. Consultant shall make all required workers' compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on **Exhibit B** as a reimbursable expense item, specific costs associated with items set forth in this subsection shall be deemed as fully and conclusively included in the rate upon which Consultant's Compensation Amount is based.

12.6. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the grounds of sex, gender, race, color, creed, marital status, age, disability, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City.

Section 13. Labor Provisions for Non-Construction Contracts

13.1. Overtime Requirements. No Consultant or subcontractor contracting for any part of the Work which may require or involve the employment of laborers, mechanics or others not otherwise exempt from overtime, shall require or permit any such employee in any work week in which they are employed on such Work to work in excess of forty (40) hours per week unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.

13.2. Liability for Unpaid Wages and Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages and applicable liquidated damages. Such liquidated damages shall be computed with respect to each individual employee employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 each for each calendar day on which such individual was required or permitted to work in excess of eight (8) hours or in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

13.3. Withholding for Unpaid Wages and Liquidated Damages. The U.S. Department of Transportation (DOT) or the City shall, upon its own action or upon written request of an authorized representative of the DOT, withhold or cause to be withheld from any monies payable

on account of work performed by Consultant or a subcontractor under this Agreement or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

13.4. Nonconstruction Grants. Consultant or subcontractor shall maintain payrolls and basic payroll records during the course of the Work and shall preserve them for a period of three (3) years from the completion of the Work. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

13.5. Subcontracts. Consultant or subcontractor shall insert in any subcontract the clauses set forth in subparagraphs 13.1 through 13.4 of this section, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs 13.1 through 13.4 of this section.

Section 14. Indemnity and Insurance

14.1. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct provided pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 14.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

14.2. Consultant's Standard of Care and Insurance Requirements.

14.2.1. Standard of Care: In the performance of professional services, Consultant agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Consultant's profession practicing in the Portland metropolitan area. Consultant will re-perform any services not meeting this standard without additional compensation. Consultant's re-performance of any services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Consultant's failure to perform in accordance with the applicable standard of care of this Agreement and within the prescribed timeframe.

14.2.2. Insurance Requirements: Consultant shall maintain insurance acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work

hereunder. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder.

The policy or policies of insurance maintained by Consultant shall provide at least the following limits and coverages:

14.2.2.1. *Commercial General Liability Insurance.* Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement. The following minimum insurance amounts must be carried and maintained at all times:

<i>Coverage</i>	<i>Limit</i>
General Liability Aggregate	\$2,000,000
Each Occurrence	2,000,000
Fire Damage (any one fire)	50,000
Medical Expense (any one person)	10,000

14.2.2.2. *Professional Errors and Omissions Coverage.* Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Work hereunder with a limit of no less than \$2,000,000 per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Work covered by this Agreement.

14.2.2.3. *Business Automobile Liability Insurance.* If Consultant will be using a motor vehicle in the performance of the Work herein, Consultant shall provide the City a certificate indicating that Consultant has business automobile liability coverage for all vehicles to be used in conjunction with the Work. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

14.2.2.4. *Workers' Compensation Insurance.* Consultant and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employees that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

14.2.2.5. *Insurance Carrier Rating.* Coverages provided by Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

14.2.2.6. *Certificates of Insurance.* As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice.

14.2.2.7. *Additional Insured Endorsements.* The City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. The following is included as additional insured: The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers. Except professional liability and workers' compensation coverage, all policies shall provide an Additional Insured Endorsement.

14.2.3. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between the City and Consultant for which Consultant has obtained insurance, the maximum amount that may be withheld by the City for all such claims shall be no more than the amount of the applicable insurance deductible. If insurance policies are "Claims Made" policies, Consultant will be required to maintain such policies in full force and effect through any warranty period.

Section 15. Payment, Performance, and Completion Bonding Requirements

There are no Payment, Performance, or Completion bonds required under this Agreement.

Section 16. Early Termination; Default

16.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

16.1.1. By mutual written consent of the parties;

16.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; and

16.1.3. By Consultant, effective upon ten (10) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the ten (10) day period by the City. Withholding of disputed payment is not a default by the City.

16.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Work in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, work similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its

sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

16.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

16.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 20**, for which Consultant has received payment or the City has made payment. The City retains the right to elect whether or not to proceed with actual construction of the Project.

Section 17. Suspension of Work

The City may suspend, delay, or interrupt all or any part of the Work for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Consultant's control. The City shall not be responsible for Work performed Consultant or any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Work and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

Section 18. Subcontractors and Assignments

18.1. Unless expressly authorized in **Exhibit A** or **Section 12** of this Agreement, Consultant shall neither subcontract with others for any of the Work prescribed herein, nor assign any of Consultant's rights acquired hereunder, without obtaining prior written approval from the City. Work may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

18.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant shall cooperate with the City and other firms, engineers, or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Consultant shall furnish other engineers, subcontractors, and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

Section 19. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of four (4) years, unless within that time the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 20. Property of the City

Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, reports, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

Section 21. Modification/Change Orders

The City may modify this Agreement and order changes in the Work to be performed under this Agreement whenever the City deems it necessary or advisable to do so. Consultant shall accept such modifications when ordered, in writing, by the Contracting Officer. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the Work under this Agreement, an equitable adjustment shall be made in the Compensation Amount, delivery schedule, or other terms, and this Agreement shall be modified in writing accordingly. Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 5** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Contract Administrator in the form of a Change Order. Consultant's failure to submit such written request for modification in the form of a Change Order shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Compensation Amount. The Change Order must be signed and dated by both Consultant and the City before the Change Order may be implemented.

Section 22. Civil Rights Requirements

22.1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d), Section 303 of the Age Discrimination Act of 1975, as amended (42 USC § 6102), Section 202 of the Americans with Disabilities Act of 1990, as amended (42 USC § 12132), and federal transit law at 49 USC § 5332, Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, age, or disability. In addition, Consultant agrees to comply with applicable federal implementing regulations and other implementing requirements the FTA may issue.

22.2. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:

22.2.1. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended (42 USC § 2000e), and federal transit laws at 49 USC § 5332, Consultant agrees to comply with all applicable equal employment opportunity

requirements of U.S. Dept. of Labor regulations, “Office of Federal Contract Compliance Programs,” Equal Employment Opportunity, Department of Labor, 41 CFR Parts 60 et seq., and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of this Project. Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

22.2.2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended (29 USC § 623), and federal transit law at 49 USC § 5332, Consultant agrees to refrain from discrimination against present and prospective employees for reason of age.

22.2.3. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended (42 USC § 12112), Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities.

22.3. Consultant also agrees to include these requirements in each of its subcontracts.

Section 23. No Government Obligation to Third Parties

23.1. The City and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, Consultant, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.

23.2. Consultant agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Section 24. Recycled Products/Recovered Materials

Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 25. Energy Conservation

Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC § 6321 et seq.).

Section 26. Clean Air and Water Requirements

Consultant agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use of nonexempt federal contracts, grants, or loans of facilities included on the EPA List for Violating Facilities. Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation, as required, to assure notification to the FTA and the appropriate EPA Regional Office. Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by the FTA.

Section 27. Disadvantaged Business Enterprise (DBE)

27.1. Policy. It is the policy of the Department of Transportation and the City that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have equal access to participation in the performance of contracts financed in whole or part with federal funds under this Agreement.

27.2. DBE Obligations. Consultant and its subcontractors agree to make good faith efforts to ensure that disadvantaged businesses have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole, or in part, with federal funds provided under this Agreement. In this regard, Consultant shall make a good faith effort to ensure that disadvantaged businesses have an equal opportunity to compete for and perform contracts.

27.3. Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR Part 26, in the award and administration of DOT assisted contracts. Failure by Consultant to carry out these requirements and the requirements of this section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

27.4. DBE Liaison. The City has designated a DBE Liaison to assist disadvantaged business enterprises and have the authority to administer the City's DBE program and certify small business concerns as eligible to participate in City projects as a DBE. Inquiries and requests concerning the City's DBE program and information for certification by the City shall be directed to Jeanna Troha, Assistant City Manager, City of Wilsonville, 29799 SW Town Center Loop E, Wilsonville, Oregon 97070.

27.5. DBE Delegation and Assignment. If a DBE subcontractor is unable to perform the work contracted for, Consultant must either replace the subcontractor with another DBE or show the City that good faith efforts to do so have been made. Failure by Consultant to comply may result in monetary penalties and partial or total termination for default with re-solicitation costs to Consultant or its bond.

27.6. Consultant Reporting Requirements. The City shall use Consultant's commitment to DBE subcontractor participation submitted with its bids as Consultant's goal for the contract. However, Consultant shall not be credited with DBE participation until actual payment has been made to the DBE subcontractors involved. Therefore, Consultant shall be required to submit with each payment request the amounts earned by DBE subcontractors and to be paid to DBE subcontractors upon the City's progress payment. In addition, Consultant shall be required to submit verification of receipt of previous payments by DBE subcontractors. Upon receipt of payment verification, Consultant shall receive credit against its goal. The City will require Consultant to maintain records

and documents of payments to DBEs for three (3) years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City or the DOT. This reporting requirement also extends to any certified DBE subcontractor.

- 27.7. The City will keep a record of payments to DBE firms for work committed to them at the time of contract award. The City may also perform audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.
- 27.8. Consultant agrees to use his/her best efforts to carry out a policy in the award of subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize disadvantaged business enterprises consistent with the efficient performance of the contract.

Section 28. Delegation and Assignment

Consultant may not delegate the performance of any obligation to a third party unless mutually agreed, in writing. This Agreement cannot be assigned without the written consent of the City. To the extent applicable, all claims for overcharges of goods or other anti-trust violations in connection with this Agreement are assigned to the City of Wilsonville. Consultant warrants that its suppliers will also assign any such claims.

Section 29. Regulations Pursuant to the Copeland "Anti-Kickback Act"

Consultant shall comply with the applicable regulations of the Secretary of Labor, U.S. Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 USC § 874; and Title 40 USC § 276(c)), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to ensure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

Section 30. Access to Records

30.1. Consultant agrees to provide the City, the FTA Administrator, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees, pursuant to 49 CFR § 633.17, to provide the FTA Administrator or his/her authorized representatives, including any PMO Consultant, access to Consultant's records and construction sites pertaining to a major capital project, defined in 49 USC § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC §§ 5307, 5309, or 5311. Consultant also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed, and to permit said parties to interview Consultant's employees during work hours on the job.

30.2. Consultant agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Consultant agrees to maintain same until the City, the FTA Administrator, the Secretary of Transportation, the Comptroller General, or any of their

duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

Section 31. Program Fraud and False or Fraudulent Statements and Related Acts

31.1. Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this procurement. Upon execution of this Agreement, Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA assisted Project for which this Agreement is being performed. In addition to other penalties that may be applicable, Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Consultant to the extent the Federal Government deems appropriate.

31.2. Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on Consultant, to the extent the Federal Government deems appropriate.

31.3. Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Section 32. Federal Privacy Act Requirements

32.1. Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC § 552(a). Consultant agrees to obtain the express consent of the Federal Government before Consultant or its employees operate a system of records on behalf of the Federal Government. Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement.

32.2. Consultant also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by the FTA.

Section 33. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the DOT. All the contractual provisions required by the DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of FTA terms and conditions.

Section 34. Suspension and Debarment

34.1. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Consultant is required to verify that none of Consultant, its principals, as defined at 49 CFR § 29.995, or affiliates, as defined at 49 CFR § 29.905, are excluded or disqualified as defined at 49 CFR §§ 29.940 and 29.945.

34.2. Consultant is required to comply with 49 CFR § 29, Subpart C, and must include the requirement to comply with 49 CFR § 29, Subpart C, in any subcontractor or other lower tier covered transaction it enters into.

34.3. By signing and submitting its bid or proposal, Consultant certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Consultant knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 49 CFR § 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. Consultant further agrees to include a provision requiring such compliance in its subcontractor or other lower tier covered transactions.

Section 35. Employee Solicitation

35.1. Consultant, without consent of the City, shall not directly or indirectly solicit, influence, entice, or hire, or attempt to solicit, influence, entice, or hire, any employee of the City to: (a) cease employment with the City; or (b) do business related to a business connected with Consultant's business during this Agreement and for a period of three (3) years from the date on which the Agreement terminates, or the Work is accepted by City, whichever is earlier. A City employee shall be deemed to be related to or connected with Consultant if such City employee becomes (a) a partner in a general or limited partnership or employee of a partnership, (b) a shareholder, officer, employee, or director of a corporation, member, consultant, or agent for Consultant or any of Consultant's affiliates, subsidiaries, or connected business. This subparagraph shall survive the termination of this Agreement. This Agreement is not restricted to any geographical area.

35.2. Consultant recognizes and acknowledges that the City's employees may receive training and other benefits from the contractual relationship with the City because of the City's assignment of employees to work in connection with Consultant's contract. Consultant agrees the restrictions on soliciting, influencing, enticing, or hiring City employees are reasonable.

Section 36. "Most Favored Nation" Status

Consultant represents and warrants that the cost of goods and services provided and the hourly and overhead rates that it will charge to the City are no greater than the costs and rates charged to any other public entity for a federally funded project for similar services.

Section 37. "Fly America" Act

To the extent applicable, Consultant agrees to comply with 49 USC § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is

Section 42. Mediation

Any dispute arising out of this Agreement, save and except for acquisition of property subject to eminent domain, shall first be submitted to mediation. Either party desiring mediation shall provide the other party with a written notice, which shall set forth the nature of the dispute. The parties shall in good faith cooperate in the selection of a mediator and may adopt any procedural format that seems appropriate for the particular dispute. Mediation shall be set within thirty (30) days of the date requested and must occur within sixty (60) days. If the dispute is not settled by mediation, either party may pursue litigation as set forth in **Subsection 43.4**.

Section 43. Miscellaneous Provisions

43.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

43.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

43.3. No Assignment. Consultant may not delegate the performance of any obligation to a third party unless mutually agreed, in writing. This Agreement cannot be assigned without the written consent of the other party, but all claims for overcharges of goods or other anti-trust violations in connection with this Agreement are assigned to the City of Wilsonville. Consultant warrants that its suppliers will also assign any such claims.

43.4. Governing Law/Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. Venue for any dispute will be in Clackamas County Circuit Court.

43.5. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

43.6. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

43.7. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

43.8. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

43.9. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

43.10. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the State of Oregon, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday.

43.11. Counting of Days. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday or legal holiday, including Sunday, in which event the period runs until the end of the next day that is not a Saturday or legal holiday.

43.12. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

43.13. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

43.14. Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City "sole discretion" or the City is allowed to make a decision in its "sole judgment."

43.15. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

43.16. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorneys' fees and costs, whether incurred in a court of law or otherwise.

43.17. Entire Agreement. This Agreement, all documents attached to this Agreement and all Contract Documents and laws and regulations incorporated by reference herein, represents the entire agreement between the parties.

43.18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

43.19. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.

The CONSULTANT and the CITY hereby agree to all provisions of this Agreement.

CONSULTANT:

CITY:

Nelson/Nygaard Consulting Associates, Inc.

City of Wilsonville

By: _____

By: _____

(Print Name) _____

(Print Name) _____

As Its: _____

As Its: _____

APPROVED AS TO FORM

ATTESTED TO:

Barbara A. Jacobson, Assistant City Attorney
City of Wilsonville, Oregon

Sandra C. King, MMC, City Recorder
City of Wilsonville, Oregon

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SCOPE OF WORK

TASK 1 PROJECT INFORMATION AND ONGOING MANAGEMENT

1.1 Project Kick-off Meeting

In order to assure that all project participants are clear about the goals and objectives of the project, the first phase of the Transit Integration Project will begin with a project kick-off meeting. The purpose of this meeting is to introduce all project participants to each other, to review the work program and project schedule, and to document individual responsibilities within the study. Prior to the meeting, we will work with the SMART project manager to define project oversight in terms of any project advisory or steering committee that may be involved with the project and make sure they participate in the kick-off meeting as appropriate.

Project participants at the kick-off meeting will review the scope, deliverables, and public involvement activities, and any performance objectives and measures that any new service would be expected to meet. At the conclusion of the kick-off meeting, participants will have a clear understanding of goals and objectives, project schedules and work products, and roles and responsibilities of the consultant team and SMART staff. A memorandum summarizing key decisions and topics of discussion will be developed after the kick-off meeting.

1.2 Project Management

As the proposed Project Manager, Scott Chapman will be the primary point of contact with the SMART project manager and City staff as needed. As Deputy Project Manager, Oren Eshel will be actively involved with the project to help with logistics and to serve as a back up when required. This subtask will span the entire length of the project and involve regular communications. At a minimum, we envision ongoing communications to review: technical memorandums; analysis methodologies; survey instruments; outreach materials; and draft and final reports.

Other key elements of this task include the preparation of monthly status reports, tracking and review of billing, invoicing, and management of our subconsultant (Cogan Owens Cogan). Nelson\Nygaard utilizes project management software that allows us to track project budgets very closely and can produce numerous reports that will help our Project Manager stay on schedule and within budget. We will also prepare, maintain, and update a project schedule that tracks budget and activities over the course of the project.

TASK 1 DELIVERABLES:

Summary of Kick-Off Meeting: This memo will include a summary of items discussed at the kick-off meeting.

TASK 2 DATA COLLECTION AND ANALYSIS

This task assesses the existing conditions, concluding with the development of needs and market analyses. The results of this task will be shared with the community and local policy makers via the first round of public open houses (Task 3.4) and City Council presentation concluding this task.

2.1 Systemwide Performance Trends

As a starting point in our analysis of existing conditions, we will summarize fixed-route and Dial-a-Ride operating and cost indicators for the most recent five years (i.e., service hours, service miles, operating costs, number of trips, etc.). The goal of this analysis is to assess the efficiency and effectiveness of the system as a whole as measured in cost per hour, cost per trip, trips per hour, service hours per full-time employee, and/or other common industry indicators. We will compare SMART operation against any current standards and industry norms.

In addition to documenting overall system performance, we will focus on the Route 2x performance, examining ridership levels for each trip of the day and stop-level boarding activity if available. We will also examine the current use of E&D services in the I-5 corridor north of Wilsonville.

2.2 Existing Passenger Surveys

We propose conducting an onboard survey of Route 2X existing passengers. This survey will assess riders' travel patterns, unmet needs, and opinions about SMART services. The travel pattern questions will help inform the study's market analysis of the Wilsonville to Downtown Portland corridor (Task 2.5). The opinion and preference questions will be coordinated with the general public surveys completed as part of the outreach to the overall community (Task 3.3).

Nelson\Nygaard's team members are experienced in managing dozens of transit data collection programs nationwide. We will staff the data collection with locally recruited temporary workers who will be trained and supervised by Nelson\Nygaard staff. Over the years, we have developed procedures and tools to minimize data collection costs and assure quality control. Results will be presented graphically using tables, charts, or other graphics that clearly and effectively communicate key findings. The survey evaluation will likely be organized in the following manner:

- Transfer activity and wait time
- Origins and destinations
- Access and egress mode
- Trip purpose
- Frequency and longevity of use
- Opinions about SMART services
- Personal vehicle availability
- Demographics (Census data)

For E&D riders traveling in the corridor, we propose to conduct a mailback survey with optional telephone completion, to assess their travel patterns, needs, and opinions. We have used this method with good success in many paratransit projects and the response rates are typically higher than those found with driver-administered on-board surveys. The mailback instrument will be formatted using large type and clear instructions and will be accompanied by a letter providing a telephone number to call with questions or for assistance in completing the survey. The survey will be mailed to people who have ridden Dial-a-Ride at least once in the preceding six months. A return envelope with a business reply format or first class postage will be provided. The survey instrument will solicit similar information to the fixed-route survey form, but will additionally seek inputs on the rider's ability to use optional services in the corridor.

2.3 Review of Land-Use and Socioeconomic Data and Market Assessment

The purpose of this task is to create a better understanding of the markets that influence the current and potential demand for SMART services into Portland. Nelson\Nygaard will examine the corridor to determine the potential and propensity for transit ridership over the next five years. We will gather and analyze data from the 2010 Census of Population to the extent data is available. Demographic information will be portrayed in GIS-based maps depicting the spatial distribution of populations having similar demographic characteristics. A sample demographic map, overlaid with transit routes, is shown below in Figure 2.

Demographic characteristics known to have an impact on transit ridership include, but are not limited to:

- Income and poverty
- Age (particularly the elderly and youth)
- Persons claiming a disability
- Auto ownership

- Population density
- Home ownership

We will also analyze and map data from the Census' Longitudinal Employer-Household Dynamics (LEHD) to better understand where Wilsonville residents work and where workers in Wilsonville live.

Where the data are available, we will examine the Metro travel demand model outputs to examine overall trip activity in the corridor. In addition to the journey to work data from the Census/ACS, travel demand data will help inform the nature of travel demand between Wilsonville and Downtown Portland (and adjoining locations) for non-work trips.

The land use and socioeconomic data and projections, along with findings from the previous review of land use plans, will provide the basis for our assessment of current and future transit markets. The analysis will evaluate the level and concentration of transit dependent populations, the locations of activity centers, work/school commute patterns, and availability of transit supportive land uses to quantify the community's propensity to use transit today and in the future.

2.4 Dial-a-Ride Demand Analysis

We will review the SMART Dial-a-Ride eligibility process and document registration and ridership trends for both in-district and out-of-district trips. Nelson\Nygaard has assessed eligibility policies, forms and procedures for a number of agencies seeking to control demand and therefore costs. A number of our clients are seeking to use conditional eligibility as a means to placing customers onto the most appropriate service type. Trip-by-trip eligibility is a means for evaluating when customers are able to use integrated services instead of Dial-A-Ride, given the nature of their travel. For this task, we will review the existing SMART policies and procedures to assess their ability to control the demand for Dial-a-Ride services, and identify their applicability toward guiding customers to an integrated service when appropriate.

2.5 Preliminary Needs Assessment / Market Analysis

The Nelson\Nygaard team will summarize any unmet needs in the study corridor that surface from the stakeholder interviews (Task 3.2), passenger and community surveys, and evaluation of current services relative to existing transit markets. These needs may be in the form of unserved areas/destinations, lack of capacity, level of service, and level of passenger amenities. We will evaluate travel activity from Task 2.3 as to the ability for transit to accommodate the travel demand. We will judge this for various transit service types, including traditional commuter bus and flexible services.

We will develop future Dial-a-Ride demand projections using available population projections, Dial-a-Ride ridership history, interviews with key stakeholders that are likely to generate additional demand, and the latest evidence about national and regional trends from our research for the Transit Cooperative Research Program and other transit systems. We will take care to distinguish between in-district demand versus corridor study area demand.

2.6 Service Design Principles

Based on the results of all previous tasks, we will assess the results and present overall route evaluation findings grouped by themes. Based on those themes, we will develop a set of service redesign principles that will then be used to develop service alternatives (Task 5). We will introduce these principles at this time to allow stakeholders and the public to provide feedback before initiating the development of service alternatives, especially those involving integrated services that stakeholders and the public may not be familiar with.

TASK 2 DELIVERABLES:

Needs Assessment Technical Memorandum: This memo will include a summary of findings from the data collection and analysis task.

Needs Assessment Presentation: This presentation will provide an overview of the Needs Assessment Technical Memorandum for a variety of audiences, including City Staff, City Council, and key stakeholders. It will also be used to obtain buy-in on service design principles before entering the Program Planning phase.

TASK 3 PUBLIC INVOLVEMENT

The task includes the primary stakeholder and general public involvement subtasks. While there is a high level of coordination between these pieces of work, and many are integrated with the data collection efforts in Task 2, they can be categorized as:

- Development of informational materials
- Survey of community members
- Two rounds of stakeholder outreach
- Two rounds of outreach to the general public
- Documentation of outreach feedback

3.1 *Development of Informational Materials*

Prior to initiating public outreach, it will be important to prepare informational materials such as flyers, FAQs, press releases, and newsletter articles describing the project and its goals, schedule and expected outcomes, and opportunities for input. These materials will be updated throughout the project to share information collected, describe draft findings, present service integration options, and describe upcoming input opportunities. Key informational outlets will include the City's monthly newsletter *Boone's Ferry Messenger*, City website/social media, Wilsonville Web TV, Cable TV Channel 30, *The Oregonian* and other regional media, and business and nonprofit organizations' newsletters. Especially critical will be utilizing existing informational outlets targeted to the elderly and disabled communities within Wilsonville and the Wilsonville to Portland I-5 Corridor. In consultation with SMART, a common design and format for informational materials will be developed.

A project page on the City website will support three functions: (1) provide a basic informational clearinghouse for all project documentation and news; (2) house an online survey to gather inputs on community needs and perceptions of the SMART services; and (3) provide an interactive public engagement tool to augment public meetings. The basic website will include an introductory page that displays news, background information on the plan, a project schedule, and opportunities to provide feedback.

3.2 *Targeted Direct Outreach to Potential Partners and Other Key Stakeholders*

Goals of "no surprises" and strong buy-in will drive direct outreach to partners and key stakeholders, both early in the project (needs assessment) and in the evaluation and selection of service programs. During the needs assessment phase (Task 2), up to 24 in-person or telephone interviews will be conducted with key partners such as service providers (e.g., TriMet, Ride Connection); major employers; E&D community (e.g., Marquis Home Health, Wilsonville Community Seniors, Inc., Department of Human Services); potential new destinations (e.g., Oregon Institute of Technology, Clackamas Community College); ODOT Public Transit Division; SMART staff; the City's Community Services Department; and elected officials. We will work with SMART staff at the kick-off meeting to identify appropriate stakeholders. The goal will be to inform these partners and key stakeholders of the project, obtain input to inform the needs assessment, identify other potential partners and interested parties, and begin identifying service delivery options. A second round of targeted outreach to these same stakeholders will be conducted to obtain in-depth input on a range of

potential service options (Task 5). Summary reports will be prepared for both rounds of targeted outreach.

3.3 Preparation/Administration of General Input Mechanisms

A variety of input mechanisms will be used to obtain input on service need and demand, cost sensitivities, route redesigns, etc. from commuters and other riders, E&D community, employers and other rider destinations, and the general public. All informational materials will include opportunities to provide input through comment forms, surveys or other appropriate mechanisms. We propose to use the *Boone's Ferry Messenger* to facilitate online surveys with the general Wilsonville community. Similarly, we will consult with Wilsonville Community Seniors, Inc. and other key E&D service providers to develop appropriate survey mechanisms for the E&D community. These will be coordinated with the riders surveys detailed in Task 2.2. As with the targeted stakeholder outreach, two rounds of community surveys are assumed. In addition to the follow up with stakeholders, we also assume a limited number of presentations (up to four) to interest groups about the project, primarily during the second major round of outreach when there are service delivery options to respond to. Throughout the project, the consultant team will maintain a database of interested parties (we assume inclusion of the list of interested parties from the City's Transportation System Plan Update).

3.4 Public Open Houses

While the RFP calls for three public open houses, the consultant team recommends four open houses – two rounds of two public meetings each, one round during the needs assessment phase and a second round later in the process to solicit input on optional service programs. During each of the two phases, public open houses would be conducted in Wilsonville and at a to-be- determined location in south Portland, convenient to SMART commuters. Each of the open houses would be designed to be a combination of information dissemination and feedback mechanisms. Spanish-speaking staff will be present at all workshops and materials will be translated as deemed appropriate by the client. COC has designed and managed thousands of public open houses; we always work closely with our clients to tailor them to the project and interests of the expected attendees.

3.5 Reporting on Public Involvement Activities and Inputs

Reports on public involvement activities and input will be provided to SMART at key junctures in the planning process and be designed to inform staff, City Council and key stakeholders of the project's progress, key findings, and challenges and opportunities. Reports will be prepared in both narrative and PowerPoint formats. A final report will be prepared at project completion. The outreach methods and findings will also be presented as part of the Task 2 and Task 4 presentations to City Council.

TASK 3 DELIVERABLES:

Public Involvement Plan Memorandum: This memo will be generated after the project kickoff (Task 1.1) to detail the agreed-upon outreach activities. It will be updated as needed to reflect planned outreach audiences and actions.

Needs Assessment Outreach Finding Memorandum: This memo will summarize the outreach activities conducted, and inputs obtained, in the needs assessment phase of the study. This information will be incorporated into the Task 2 Needs Assessment Technical Memorandum and Presentation.

TASK 4 PROGRAM PLANNING AND DEVELOPMENT

This task will build on all of the preceding data collection and analysis tasks to identify service and policy options that are designed to improve the efficiency, effectiveness, and productivity of SMART operations in the corridor, and to address many of the identified unmet transportation needs by integrating E&D services along with traditional intercity service into Portland.

4.1 *Operating Constraints*

This subtask will define any conditions that may constrain service development. Available funding for operations and supporting infrastructure will likely be the primary constraints. SMART performance standards, along with required connections with WES service, major employer shift times, etc. may also place constraints on new service. Working with SMART staff, we will enumerate any conditions that will bind the development of service alternatives in the study area corridor.

4.2 *Service Alternatives*

Nelson\Nygaard will develop a set of service alternatives for modifying corridor services in an effort to improve mobility, increase ridership and productivity, and provide more efficient and effective service. Relying on our expertise with fixed-route, flexible, and paratransit service planning, we will develop a set of alternative designs that will balance the needs and desires of fixed-route and demand response customers. We will strive to optimize user benefits in terms of travel time, limited transfers, and direct and frequent travel, and passenger amenities against the need to control costs in the corridor.

Plans for route alignment and schedule recommendations will include estimated ridership impacts, revenue changes, schedule performance, capital costs, and connectivity with other services. We will also qualitatively assess accessibility and rider convenience impacts.

As appropriate, all service alternatives will be described in conceptual terms and will be documented to the following level of detail:

- Conceptual route map
- Service levels by day and time period
- Estimated ridership and fare revenue changes
- Operating cost estimates
- Incremental fleet requirements
- Facility requirements to support proposed changes
- Additional staffing needs and costs
- Implementation considerations and costs, such as ADA compliance, bus stop locations, marketing, etc.

Finally, an assessment of potential ITS improvements will be evaluated, in particular, the potential for gathering real-time passenger information and booking of demand response trips associated with the integrated service.

The service alternatives and their conceptual designs will be reviewed with City staff. Any changes will be incorporated before presenting the alternatives to stakeholders and the public (Task 3).

4.3 *Preferred Alternative and Refined Design*

Based on the feedback received from the second public meeting and stakeholder engagement, we will develop a preferred service alternative for implementation. We will refine the operating plans and cost estimates for the preferred alternative and update the supporting documentation as necessary.

This preferred alternative will also include an implementation plan and provide the basis for a financial plan.

4.4 Operating and Capital Plan

This task includes the development of a detailed financial plan for the preferred service alternative that will identify projected sources of revenues and expenses for program implementation.

This task will include preparation of a detailed operating budget for the first calendar year of service, as well as a multi-year capital improvement plan. We will work closely with SMART staff during the financial planning process. The plan will reflect realistic projections and viable opportunities for new funds. The financial plan will present operating and capital cost projections in each of the following categories:

- Operating costs for each element of the integrated service
- Capital costs for all projects (vehicles, passenger facilities, ITS, etc.)
- Availability of operating funds and passenger revenues by service category
- Potential availability of new funding sources, including operating revenues and discretionary capital revenues

All deliverables from this task will be incorporated into the Draft and Final Report.

4.5 Draft Report

The Nelson\Nygaard team will synthesize the results of all previous work into a draft final report that includes narrative discussion in logical chapter format, technical appendices, and supporting graphics. The report will include: existing conditions findings; current and future transit market assessments; unmet needs; service alternatives; and the preferred service plans; multi-year financial plans for operations and capital investments; implementation action items and timeline; and the public involvement process and results.

4.6 Presentation of Draft Report

After reviewing the Draft Report with City Staff, we will present the Draft Report to the Wilsonville City Council in a formal public format as determined by the City.

4.7 Final Report

Approximately two weeks following the presentations to City Council, Nelson\Nygaard will prepare a Final Report incorporating any required changes.

TASK 4 DELIVERABLES:

Service Alternatives Technical Memorandum: This memo will detail the conceptual designs for integrated service alternatives in the Wilsonville to Downtown Portland Corridor. This will be the basis for a City Staff review prior to engaging stakeholders and the public about alternative designs. This document will summarize each of the service alternatives, and include maps of each alternative, as well as planning level operating costs for each.

Draft Final Report: This report will summarize all findings and analysis conducted for the Transit Integration Project and will be the basis for engaging stakeholders and the public regarding strategies for improving service while controlling cost.

Service Alternative Presentation: This presentation will give an overview Draft Final Report for a variety of audiences, including City Staff, City Council, and key stakeholders.

Final Report: This report will incorporate any changes that result from the outreach to the community and elected officials.

TASK 5 IMPLEMENTATION SUPPORT

The Nelson\Nygaard team will be available during program implementation to assist City staff. Our cost proposal includes time for team members, or discipline experts within our firms, to provide assistance in areas such as:

- Fixed-route scheduling
- Demand response (including flexible services) scheduling and dispatch
- Vehicle procurement
- Service branding and marketing
- Promotional materials for customers

Task Description	Nelson\Wygaard Labor Costs							Subconsultant Costs								Total Project Labor Hours	Total Project Labor Costs	
	Project Advisor Principal IV	Richard Weiner Principal IV	Scott Chapman Senior Associate II	Oren Eshel Associate Project Planner	GIS/Planner	Associate I	Hours	Cost	Cogan Owens Cogan				COC Labor Hours	COC Labor Cost	Total Subconsultants Labor Hours			Total Subconsultants Labor Costs
									Jim Owen	Ellen Wyoming	Alisha Dishaw	Business Manager						
Base Rate	65.46	65.46	54.18	45.46	37.82	27.27			\$165.00	\$90.00	\$85.00	\$85.00						
Overhead (150%)	98.18	98.18	81.27	68.18	56.73	40.91												
Profit (10%)	16.36	16.36	13.55	11.36	9.45	6.82												
Total Billing Rate	\$180.00	\$180.00	\$149.00	\$125.00	\$104.00	\$75.00												
1 PROJECT INITIATION AND ONGOING MANAGEMENT																		
1.1 Project Kick-off Meeting		2	4	2			8	\$1,206	4				4	\$660	4	\$660	12	\$1,866
1.2 Project Management				20	24		44	\$5,980	10	16		8	34	\$3,770	34	\$3,770	78	\$9,750
Task Total	0	2	24	26	0	0	52	\$7,186	14	16	0	8	38	\$4,430	38	\$4,430	90	\$11,616
2 DATA COLLECTION AND ANALYSIS																		
2.1 Systemwide Performance Trends			2	6		12	20	\$1,948					0	\$0	0	\$0	20	\$1,948
2.2 Existing Passenger Surveys		4	10	24	12	60	110	\$10,958	2				2	\$330	2	\$330	112	\$11,288
2.3 Review of Land-Use and Socioeconomic Data and Market Assessment			4	24	8	32	68	\$6,828					0	\$0	0	\$0	68	\$6,828
2.4 Dial-a-Ride Demand Analysis		2	8	12			22	\$3,052					0	\$0	0	\$0	22	\$3,052
2.5 Preliminary Needs Assessment / Market Analysis		4	10	20		24	58	\$6,510					0	\$0	0	\$0	58	\$6,510
2.6 Service Design Principles		4	4	2			10	\$1,566					0	\$0	0	\$0	10	\$1,566
Task Total	0	14	38	88	20	128	288	\$30,862	2	0	0	0	2	\$330	2	\$330	290	\$31,192
3 PUBLIC INVOLVEMENT																		
3.1 Development of Informational Materials		2	2				4	\$658	14	32	0		46	\$5,190	46	\$5,190	50	\$5,848
3.2 Targeted Direct Outreach to Potential Partners and Other Key Stakeholders			12	16			28	\$3,788	14	40	10		64	\$6,760	64	\$6,760	92	\$10,548
3.3 Preparation/Administration of General Input Mechanisms		2	2	2			6	\$908	12	40	12		64	\$6,600	64	\$6,600	70	\$7,508
3.4 Public Open Houses			8	24			32	\$4,192	16	40	20		76	\$7,940	76	\$7,940	108	\$12,132
3.5 Reporting on Public Involvement Activities and Inputs							0	\$0	8	12			20	\$2,400	20	\$2,400	20	\$2,400
Task Total	0	4	24	42	0	0	70	\$9,546	64	164	42	0	270	\$28,890	270	\$28,890	340	\$38,436
4 PROGRAM PLANNING AND DEVELOPMENT																		
4.1 Operating Constraints			6				6	\$894					0	\$0	0	\$0	6	\$894
4.2 Service Alternatives	4	10	16	30	24	12	96	\$12,050					0	\$0	0	\$0	96	\$12,050
4.3 Preferred Alternative and Refined Design		2	2	8	8		20	\$2,490					0	\$0	0	\$0	20	\$2,490
4.4 Operating and Capital Plan			4			6	10	\$1,046					0	\$0	0	\$0	10	\$1,046
4.5 Draft Report		4	6	16	10	20	56	\$6,154					0	\$0	0	\$0	56	\$6,154
4.6 Presentation of Draft Report			12	4	10		26	\$3,328					0	\$0	0	\$0	26	\$3,328
4.7 Final Report			4	10	4	10	28	\$3,012					0	\$0	0	\$0	28	\$3,012
Task Total	4	16	50	68	56	48	242	\$28,974	0	0	0	0	0	\$0	0	\$0	242	\$28,974
5 IMPLEMENTATION SUPPORT																		
5.1 Implementation Support	30	20	32	32			114	\$17,768	10				10	\$1,650	10	\$1,650	124	\$19,418
Task Total	30	20	32	32	0	0	114	\$17,768	10	0	0	0	10	\$1,650	10	\$1,650	124	\$19,418
TOTAL HOURS	34	56	168	256	76	176	766		90	180	42	8	320		320		1,086	
TOTAL COST	\$ 6,120	\$ 10,080	\$ 25,032	\$ 32,000	\$ 7,904	\$ 13,200	\$ 94,336		\$ 14,850	\$ 16,200	\$ 3,570	\$ 680	\$ 35,300		\$ 35,300		\$ 129,636	

		NN Direct Costs							Subconsultant I Direct Costs							Total Subcontractor		Total Project	
Direct Expenses	Units						#	Cost						#	Cost				
Travel	trips						0	\$ -						0	0				
UNIT COST	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	350		\$ 350	\$ 350	\$ 350	\$ 350	350						
Hotel	nights						0	\$ -						0	0				
UNIT COST	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	150		\$ 150	\$ 150	\$ 150	\$ 150	150						
Per Diem	days						0	\$ -						0	0				
UNIT COST	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	30		\$ 30	\$ 30	\$ 30	\$ 30	30						
Rental Cars and Gas	days		12				12	\$ 360	12				12	360					
UNIT COST	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	30		\$ 30	\$ 30	\$ 30	\$ 30	30						
Other Ground Transportation (Mileage, Transit Fares, Parking)	days						0	\$ -						0	0				
UNIT COST	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	20		\$ 20	\$ 20	\$ 20	\$ 20	20						
Surveyors							750	\$ 750											
Printing/Reproduction/Supplies							150	\$ 150											
Meeting Materials									1300					\$ 1,300					
Subtotal - Direct Expenses								\$ 1,260						\$ 1,660					
General & Administrative on Subcontractor Costs																			
Total Cost by Firm (Labor + Direct Expenses + G&A)								\$ 95,596						\$ 36,960	\$ 36,960		\$ 132,556		