

**REQUEST FOR QUALIFICATIONS**  
for  
**BUS BARN PLANNING AND DESIGN SERVICES**  
for the  
**CITY OF PENDLETON, OREGON**



**RFQ Issued: Tuesday, November 16, 2021**

**Qualifications Due: Tuesday, December 21, 2021 @ 2:00 pm**

## Public Notice

# City of Pendleton

## Request for Qualifications for Bus Barn Facility Planning and Design Services

The City of Pendleton is seeking proposals from qualified architectural firms to assist in a bus barn facility assessment, planning and design project. The facility is slated for development on 8.9 acres of undeveloped, multimodal land adjacent to Eastern Oregon Regional Airport (eastern Oregon's only commercial airport) in Pendleton, Oregon. This project will accomplish the planning and design phase of work.

Copies of the Request for Qualifications are on file and may be obtained free of charge from the Public Works Director's office, 500 SW Dorion Avenue, Pendleton, Oregon, by calling 541-966-0202 or via email at [jutta.haliewicz@ci.pendleton.or.us](mailto:jutta.haliewicz@ci.pendleton.or.us). Copies are also available online at the City's webpage at: <https://pendleton.or.us/rfps> and the OregonBuys website at: <https://oregonbuys.gov/bsa/view/login/login.xhtml>

No pre-proposal conference will be held.

**All Proposals must be received no later than 2:00 p.m. (PDT) on Tuesday, December 21, 2021.**

The City may reject any proposal not in compliance with all prescribed public contracting procedures and requirements, and may reject any or all proposals upon a finding by the City that it is in the public's interest to do so.

*Published:*

*East Oregonian*

*November 20, 2021*

*Daily Journal of Commerce*

*November 19, 2021*

# City of Pendleton

## Request for Qualifications for Bus Barn Facility Planning and Design Services

### TABLE OF CONTENTS

1. Project Background
2. Scope of Services
3. Qualifications
4. Proposal Submission
5. Proposal Requirements
6. Evaluation Criteria
7. Schedule
8. Terms and Conditions

## 1. PROJECT BACKGROUND

The City of Pendleton seeks a professional architectural firm to complete the planning phase of work including siting, environmental and cultural resources, hazardous materials, corridor assessment, architectural and design, and civil engineering for a “bus barn” facility housing up to four Category C buses, six Category E vehicles, and four minivan or sedan class capital assets. The facility is slated for development on 8.9 acres of undeveloped, multimodal land adjacent to Eastern Oregon Regional Airport (eastern Oregon’s only commercial airport) in Pendleton, Oregon. This project *will accomplish* the planning phase of work including siting, environmental and cultural resources, hazardous materials, corridor assessment, architectural and design, and civil engineering for a facility housing up to four Category C buses, six Category E vehicles, four minivan or sedan class capital assets, *office, storage room, bathroom, break room and wash station. The project will include exterior needs for the site including fencing, security and parking.*

The City has funding for the planning phase *in the amount of \$90,000* and partial funding set-aside for the construction phase. *The planning grant application is Exhibit C and the planning grant award is Exhibit D.* A construction grant has been applied for in November 2021, *in the amount of \$2,286,400*, to the State of Oregon. Upon a successful grant award and funding availability, construction is anticipated to begin in late 2022 to spring 2023.

***The Architect may be retained for post design technical assistance during the construction phase.***

## 2. SCOPE OF SERVICES

The Consultant will provide the City with a full range of professional services including:

### Planning Phase: to

#### A. Site Selection

- i. Evaluate subject site for possible development of a bus barn facility. Factors to be considered should include (but not be limited to) the following:
  - a. Architectural, design and civil engineering
  - b. Zoning considerations
  - c. Environmental considerations
  - d. Potential for site contamination
  - e. Cultural resource considerations
  - f. Corridor assessment
  - g. *Size and shape of parcel (Reference Exhibit B)***
  - h. Necessary off-site improvements

#### B. Concept Design

- i. Develop conceptual design option for bus barn facility to house up to four Category C buses, six Category E vehicles, four minivan or sedan class capital assets, office and wash station. Generally, describe the strengths and weaknesses of the developed concept
- ii. Engage public and present conceptual design through public outreach efforts
- iii. Refine preferred concept scheme
- iv. Refined concept design shall include the following:
  - a. Site plan
  - b. Floor plan
  - c. Exterior character of building

C. Cost Estimating

- i. Prepare detailed construction cost estimate based on preferred concept design scheme
- ii. Provide detailed total cost projection, including construction costs, consultant costs, jurisdictional fees, FF&E, contingencies, and other owner costs, for project in preparation for funding request/construction
- iii. Provide information substantiating costs

D. Intellectual Property

- i. All intellectual property developed from this project will be owned by the City of Pendleton due to public records law
- ii. Successful professional design consultant will retain the right to use the intellectual property for their use.

### 3. QUALIFICATIONS

Specific Minimum Qualifications:

- Proposer must demonstrate that they were the Architect or Engineer of Record for at least two transportation-housing facilities with individual total construction costs of at least \$1,000,000 within the past five (5) years.
- Proposer must demonstrate experience for planning, and design services for transportation-housing facilities.
- The individual proposed to be the architect or engineer of record shall possess a valid State of Oregon professional registration in the claimed field of expertise.
- Proposer must provide assurances that the Key Personnel listed in the Proposal are available to start work on the project and to perform the work without interruption from other projects, commitments or schedules in a spreadsheet format for this project.

### 4. PROPOSAL SUBMISSION

Interested, qualified consultants (“Proposers”) shall submit proposals in accordance with the requirements of this RFQ by the deadline indicated.

No pre-proposal conference will be held. Any questions or clarifications may be submitted to the below identified contact until 4:00 p.m. (PDT), Tuesday, December 14, 2021. Be advised, however, that no statements which modify the terms or conditions of this RFQ, either orally or in writing, shall be effective unless and until a written addendum is issued by City. Proposers will be responsible to make sure the City has the correct email address for receipt of addenda to this RFQ. Receipt of all addenda must be acknowledged in the proposal.

Proposals are due no later than 2:00 p.m. (PDT), Tuesday, December 21, 2021. Six (6) copies of the proposal shall be enclosed in a sealed envelope identified clearly with the words “Request for Qualifications – Bus Barn Facility Planning and Design Services” addressed to the contact person below.

**Proposal Submission and Contact Person:**

RFQ Bus Barn Design  
Attn: Bob Patterson, Public Works Director  
City of Pendleton  
500 SW Dorion Avenue  
Pendleton, OR 97801  
Phone: 541-966-0202

Email: [Bob.Patterson@ci.pendleton.or.us](mailto:Bob.Patterson@ci.pendleton.or.us)

Proposals shall be publicly opened immediately after this date and time but the contents thereof shall not be made public until either a personal services contract has been agreed between the City and the successful Proposer or the City rejects all proposals and terminates the procurement.

## **5. PROPOSAL REQUIREMENTS**

Proposals shall be wholly contained in a single bound binder or cover. Paper size shall be 8 ½" x 11" using an 11-point minimum font size for text and limited to 20 pages. Proposals may be printed double-sided, in which each face of the paper will count as a separate page. Covers and any dividers will not be included in the page count.

The Proposal shall include the following information in the order indicated:

### **A. Cover Letter**

- i. State general qualifications, expertise, and ability to perform the scope of services described in this RFQ
- ii. Introduce the Project Manager
- iii. Summarize compliance with each of the Minimum Qualifications, referencing necessary detail found elsewhere in the Proposal by name.
- iv. Acknowledge receipt of all addenda, as necessary.
- v. Indicate agreement with the requirements and terms and conditions of this RFQ.
- vi. Signed by a representative of the Proposer authorized to undertake contract negotiation and bind the Proposer.

### **B. Firm Overview, Qualifications, and Expertise**

- i. Provide an overview of the Proposer
- ii. Summarize the firm's qualifications to provide bus barn facility planning and design services.
- iii. Identify which of the required services will be performed in-house and which will be performed by subconsultants for each project.
  - a. Project Management
  - b. Bus Barn Facility Planning and Design
  - c. Architecture
  - d. Structural Engineering
  - e. Civil Engineering
  - f. Landscape Architecture
  - g. Mechanical Engineering
  - h. Electrical Engineering
- iv. Summarize the relevant experience and expertise of anticipated subconsultants. Indicate whether Proposer and subconsultants have previously teamed together.

### **C. Relevant Project Experience**

- i. Provide examples of at least two (2) relevant transportation-housing projects completed by the proposer within the past five (5) years. Include:

- a. Project Name and Location
  - b. Client
  - c. Project Size, with Building Square Footage and Costs
  - d. Summary of Scope/Services Provided
  - e. Period of Service
  - f. Construction Value, if Applicable
- ii. Discuss the firm’s GIS and mapping capabilities.

**D. Key Personnel**

- i. Identify the top 4 Key Personnel with the greatest time commitment for this project. State their role and responsibilities.
- ii. Provide resumes for Key Personnel that address their credentials, licenses and certifications, areas of expertise, and relevant experience.
- iii. Discuss the team members’ experience working together on public safety projects.
- iv. Confirm that the identified Key Personnel will be available for the duration of the project.

**E. Project Approach and Schedule**

- i. Present the Proposer’s approach to completing the identified scope of services. Demonstrate an understanding of ***overall project and necessary steps for success.***
- ii. Provide a proposed schedule for completing work, including tasks, durations, and key milestones.
- iii. Discuss how the team will provide accurate and complete cost estimating services that will allow ***the City to pursue additional construction funding.***
- iv. Outline the firm’s approach to ensuring work is completed in accordance with budget and schedule.
- v. Address quality assurance and quality control measures undertaken to improve the accuracy and completeness of project documents.

**F. References**

Provide at least two (2) references for similar work performed for transportation-housing facilities within the past five (5) years. Include department name and location, contact person, and contact information (phone and email). Briefly describe the work performed.

**6. EVALUATION CRITERIA**

|  |   |
|--|---|
| A. Cover Letter and Minimum Qualifications     | <i>pass/fail</i>                                  |
| B. Firm Overview, Qualifications and Expertise | 15 points   |
| C. Relevant Project Experience                 | 30 points   |
| D. Key Personnel                               | 20 points   |
| E. Project Approach and Schedule               | 35 points   |
| F. References                                  | <i>not scored, but used to verify information</i> |

Proposals will be reviewed for compliance with the Minimum Qualifications as set forth in Section 3 and for compliance with the Proposal requirements set forth in Section 5. If a Proposer is found not to possess the minimum qualifications or if a Proposal is found not in compliance with these requirements, the Proposal will be removed from further consideration and the Proposer informed of this action.

The Selection Panel will then score the remaining Proposals according to the Evaluation Criteria listed above. The highest scoring Proposer will be deemed the apparent successful proposer, and the City will undertake contract negotiations. After the City has reached mutually agreeable contract terms with the Apparent Successful Proposer, the selection and agreement will be presented to City Council for review and approval. If the City and Proposer cannot reach an agreement in the negotiation, the City will terminate negotiation and, at its option, negotiate with the next-ranked Proposer.

## 7. SCHEDULE

The schedule for the Qualifications Based Consultant Selection process is as follows, subject to change at the City's sole discretion:

|                               |  |
|-------------------------------|--|
| <b>November 20, 2021</b>      | <b><i>Advertise RFP</i></b>  |
| <b>December 14, 2021</b>      | <b><i>Deadline for Questions</i></b>   |
| <b>December 21, 2021</b>      | <b><i>Proposals Due</i></b>  |
| <b>Thru December 2021</b>     | <b><i>Evaluate Proposals</i></b>   |
| <b>By January 6, 2021</b>     | <b><i>Decision to Interview or Issue Notice of Ranking</i></b>   |
| <b>January 11 or 13, 2021</b> | <b><i>January Interview, if necessary (Proposer's must reserve these dates when submitting Proposal)</i></b> |
| <b>January 20, 2021</b>       | <b><i>If Interviewed, Issue Notice of Ranking</i></b>  |
| <b>February 1, 2021</b>       | <b><i>Council Approval of Ranking</i></b>  |
| <b>February 2, 2021</b>       | <b><i>Commence Contract Negotiation</i></b>  |
| <b>February 15, 2021</b>      | <b><i>Council Approval of Contract Amount</i></b>  |

Schedule may be shortened based on decision to not interview for Council Approval of Ranking, Commence Contract Negotiation, and Council Approval of Contract Amount.

## 8. TERMS AND CONDITIONS

The City may also engage other consultants to provide for independent third party review of work done.

The City reserves the right to accept or reject any or all Proposals, to postpone the selection process for its own convenience at any time, and to waive minor defects in the Proposals.

The City also reserves the right to accept or reject any individual subcontractor that a Proposer proposes to use.

This RFQ and the review process shall in no way be deemed to create a binding contract or agreement of any kind between the City and the Proposer. By submitting a response to this RFQ, the successful Proposer agrees to negotiate in good faith to agree to and execute an agreement with the City. The City intends to utilize a contract supplied by the Proposer for services. The City reserves the right to negotiate any and all items of the agreement, including the Term, Scope of Services and Compensation.



The City will maintain ownership of all work product produced as result of any contract arising from this RFQ.

Each Proposer submitting in response to this RFQ acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are at the Proposer's sole expense and the City shall not under any circumstances, be responsible for any cost or expense incurred by the Proposer. In addition, each Proposer acknowledges and agrees that all documentation and/or materials submitted with the RFQ shall remain the property of the City, and shall not be returned to the Proposer. Further, by submitting a response to this RFQ, each Proposer affirms:

- That the information provided in the Proposal is true, accurate and represents the most current information available as of the date of this RFQ;
- That the Proposer can comply with the insurance requirements as set out in Exhibit A, attached hereto; and
- That the Proposer agrees to be bound by the proposal submitted as a response to this Request for Qualifications and agrees to hold the terms of the Proposal open for a period of 90 days from the Proposal Due date. Factors such as, but not limited to, any of the following may be considered just cause to disqualify a Proposal without further consideration:
  - A. Evidence of collusion, directly or indirectly, among Proposers in regard to amount, terms, or conditions of this RFQ;
  - B. Any attempt to improperly influence any member of the selection staff;
  - C. Existence of any lawsuit, unresolved contractual claim or dispute between the Proposer and the City;
  - D. Evidence of incorrect information submitted as part of the Proposal;
  - E. Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the Proposal; and
  - F. Proposer's default under any agreement, which resulted in termination of the agreement.

## EXHIBIT A – INSURANCE REQUIREMENTS

Consultant shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all activities of the consultant arising directly or indirectly out of Consultant's work performed hereunder, including the operations of its subcontractors, if any. Coverages provided by the 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 an unacceptable financial rating. As evidence of the insurance coverage required by the contract, the Consultant shall furnish a Certificate of Insurance to City prior to execution of the contract. Such policies or certificates must be delivered prior to commencement of the work. No contract shall be effective until the required certificates have been received and approved by City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration. The procuring of such required insurance shall not be construed to limit consultant's liability hereunder. Notwithstanding said insurance, Consultant shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect of consultant connected with this contract.

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

### A. Commercial General Liability Insurance

Consultant shall obtain, at consultant's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

| Coverage                           | Limit       |
|------------------------------------|-------------|
| • General Aggregate                | \$2,000,000 |
| • Each Occurrence                  | \$1,000,000 |
| • Medical Expense (Any one person) | \$1,000,000 |

### B. Commercial Automobile Insurance

Consultant shall also obtain, at consultant's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

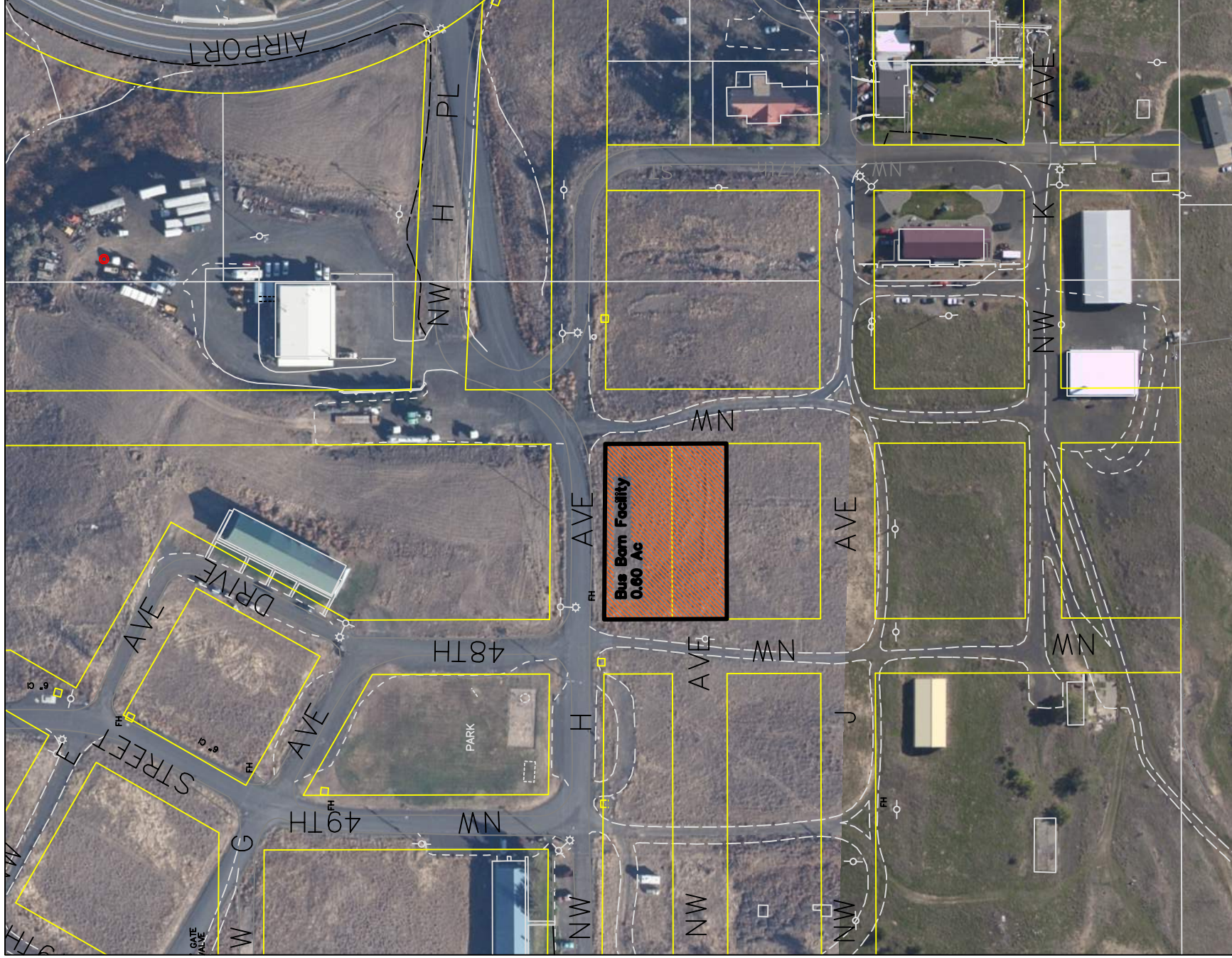
### C. Workers' Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers 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 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 \$1,000,000 each accident.

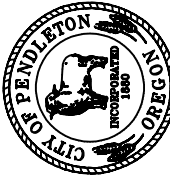
### D. Professional Liability Insurance

Consultant shall also obtain, at consultant's expense, and keep in effect during the term of the contract, insurance covering losses resulting from error or omissions of Consultant. The limit of liability shall be not less than \$2,000,000 per claim and in the aggregate.

**E. Additional Insured Provision** The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, employees and volunteers as additional insureds with respect to this contract.



**Bus Barn Facility  
0.60 Ac**

|   |                   |        |
|---|-------------------|--------|
|  | CITY OF PENDLETON |        |
|   | Exhibit B         |        |
| DATE: 10/27/21  | DN BY: WG         | CK BY: |
|   | DWG No:           |        |
|   | PAGE:             |        |

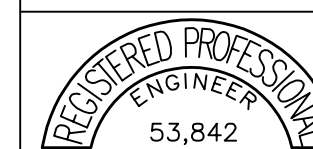




General Notes

**Exhibit B**  
Bus Barn Facility

BAR IS ONE INCH ON ORIGINAL DRAWING.  
0 1"  
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALE ACCORDINGLY.



RENEWAL: \_\_\_\_\_  
SIGNED: \_\_\_\_\_

| No. | Revision/Issue | Date |
|-----|----------------|------|
|     |                |      |
|     |                |      |
|     |                |      |

Firm Name and Address  
CITY OF PENDLETON  
ENGINEERING DEPT  
500 SW DORION AVE.  
PENDLETON, OR 97801  
(541) 966-0203

Project Name and Address

|                    |       |
|--------------------|-------|
| Project            | Sheet |
| Date<br>06/28/16   | S-1   |
| Scale<br>1" = 100' |       |



# Oregon Department of Transportation



## STIF Discretionary and Statewide Transit Network Application: FY 2021-23

### Applicant Information

**Agency Legal Name**

City of Pendleton

**Agency Legal Address**

500 SW Dorion Avenue, Pendleton, Oregon 97801

**Application Contact Name**

Karen Kendall

**Application Contact Title**

Project Coordinator

**Application Contact Email Address**

karen.kendall@geodc.net

**Application Contact Phone Number**

(541) 969-6544

**Name of Person Signing Agreement**

Robb Corbett

**Title of Person Signing Agreement**

City Manager

**Email Address of Person Signing Agreement**

Robb.Corbett@ci.pendleton.or.us

**Phone Number of Person Signing Agreement**

541-966-0201

### Agency Information

**1. Transit Agency Type**

City

**1.A Does the agency have any existing grant agreements with ODOT?**

Yes

**2. What is the main type of service that will be supported by this award?**

Deviated Fixed Route

**3. Would this award support ongoing operations of an existing service?**

Yes

**3.A Operations costs of**

previous quarter  
\$29,500.00

**3.B Brief history of current project/service. What, if any, elements of the proposed project differ from existing efforts and services?**

The City of Pendleton has been providing transit services for its citizens since the late 1970's. Transportation programs consist of deviated and fixed bus routes, senior and disabled programs, Care Rides, general public taxi tickets, senior meal site transportation, a daily van service serving the general public, parks and recreation summer interpark rides, and an aquatic center summer transport. The City contracts with Elite Taxis, Inc for these services. Since its inception, the program has grown in use from approximately 1,000 uses a year to over 48,000 uses in FY 2019. Fleet has increased from utilizing contractor-owned taxis only to utilizing city-owned fleet consisting of 3 ADA buses, 6 ADA mini-vans as well as utilizing contractor-owned taxis. This fleet is currently housed on side streets and a small lot located at Elite Taxi, the City's Transit Provider. There is not adequate space or a secure site at this location. The proposed planning project for a bus barn facility will positively change how fleet is stored by providing a secure, adequate location for Pendleton's transit fleet that is nonexistent now. The planning process will include consideration of bus stops near the facility to address transit needs in the regional airport complex, including a nearby mountain bike complex, UAS hub, National Guard complex, a proposed hotel and commercial and private use in this area.

## **Risk Assessment Information**

**4. Did your agency have any turnover of management or financial staff in the last two years?**

No

**5. Does your agency have an accounting system that allows you to completely and accurately track the receipt and disbursement of funds related to the award?**

Yes

**6. What type of accounting system does your agency use?**

Automated

**7. Does your agency have a system in place that will account for 100 percent of each employee's time?**

Yes

**8. Did your staff members attend required training and meetings during the previous biennium?**

Yes

**9. Was your agency audited by the federal government in the past two years?**

No

**10. Did your agency stay on budget in the past two years?**

Yes

## **Agency Qualifications**

**11. Describe how your agency has the legal, managerial and operational capacity to perform and report on project progress within the scope, schedule and budget of the anticipated grant agreement. (Description of operational capacity should apply specifically for the workload of projects in this application.)**

The City of Pendleton has the legal authority, capacity and ability to implement this project. There are no outstanding legal issues which would impair the City's ability to successfully complete the project. The City

has demonstrated its ability to complete grants on time and is currently managing several ongoing transit grants. For this project, the City has the commitment of engineering, financial and planning staff, along with an agreement for transit coordination with a local non-profit, Greater Eastern Oregon Development Corporation, to administer and complete the project.

The City's financial management systems meet standards for financial reporting, accounting records, internal controls and budget control. This system enables the City to track grant balances, request drawdowns of grant funds, report financial data and close out grant.

In summary, the City has a proven track record in its ability to implement ODOT and FTA funded projects using sound management practices.

## 12. Certification of Compliance

**By checking this box, the applicant certifies that if they are awarded funding, they will meet and ensure compliance for the term of the agreement with applicable federal, state and local laws and regulations including, and not limited to, those pertaining to passenger transportation, civil rights, labor, insurance, safety and health.**

Yes

## 13. Do you plan to use a Sub-Recipient or contractor to implement the grant supported activity?

Yes

### 13.A If Yes, please list the Sub-Recipient(s) and describe how the applicant will provide sufficient Sub-Recipient/contractor oversight to ensure eligibility is maintained while receiving STIF Discretionary or Statewide Transit Network moneys.

Greater Eastern Oregon Development Corporation (GEODC), a regional economic development 501(c)3 non-profit organization. The City has contracted with Greater Eastern Oregon Development to assist with management of the transit program. The City has successfully partnered for years with GEODC for housing and other economic development services. The primary GEODC staff for this project is Karen Kendall. Karen has over 20 years experience in grant and project administration.

## 14. If you seek the 10 percent match reduction, does the project meet one or more of the four factors identified in OAR 732-044-0005(4)(a)? Select each factor that you believe is exemplified by the proposed project.

Predominantly serves or provides access to and from rural communities

## 15. Will federal funds be used to complete this project?

No

# Project Information

## 16.A Project Title

Pendleton Bus Barn Facility Planning Project

## 16.B Describe the project to be funded. Clearly describe what the requested fund award would be used to accomplish, detailing the specific tasks and deliverables. Where relevant, identify the origin and destination of the proposed service as well as each municipality visited along the route. Please see page 22 of program guidance for additional guidance on writing a project description.

The City of Pendleton is seeking grant funds for the planning process to site a bus barn facility on a City-owned 8.9 acre site located on Airport Industrial land. The planning phase will include the environmental work needed, including a cultural resource inventory and hazardous materials corridor assessment, architectural design work, including site civil work, for a facility housing 3 buses 6 mini-vans and 4 taxis.

The facility will include an office, storage, restroom and wash station. This planning process will also address drainage, fencing, utilities hookup, ADA, energy efficiencies, such as solar panel installation, safety and road design. The planning process will address current and anticipated transit use in the airport to determine additional bus stops to accommodate users of the nearby mountain trail system, regional airport and commercial and residential use, taking into consideration public outreach and adjacent transit providers to provide linkage to surrounding communities as well as Pendleton citizens.

Currently, the city-owned buses and vans are stored on and around a small lot where Elite Taxi (City's transit provider) has their taxis and office near main street, Pendleton. Vehicle storage is not adequate and during the winter months, buses must be de-iced. A new storage facility will improve a crowded situation, reduce wear and tear on the vehicles and allow for more efficient, safe and secure operations.

**17. What Local Plans include this project or elements of the project? Be specific in the citation of the Local Plans.**

This project is included in the City of Pendleton's Bicycle, Pedestrian, & Transit Plan; which was updated in 2016. In this Plan, Project # T14 is described as follows: to locate, design, and build a transit maintenance facility for Let'er Bus (City transit fleet) vehicles. Today Let'er Bus vehicles are maintained out of a gas station. A facility would accommodate future program growth and provide a more formal space for maintenance.

This project is addressed in the updated Umatilla County Coordinated Humans Services Public Transportation Plan; approved October, 2020. The bus barn facility is referenced in section 6 (the needs assessment) in two places—once under General System Maintenance Needs and once under Needs That Will Lead to System Improvement. These needs correspond to two goals mentioned in section 7. One is goal 2 and the other is goal 8. – Goal 2 describes the need to continue to maintain, improve, and expand transit infrastructure; including bus storage and maintenance facilities, and; Goal 8 describes the need to continue to seek federal and state transit planning support. This includes funding for transit system studies, support for transportation development and system design plans, planning of new routes/schedule, maintenance facilities, park and ride locations and bus shelters, and other forms of technical assistance that are required to maintain, expand, or improve transit services.

The City of Pendleton transit program is part of the 2018 "Morrow County/Umatilla Transit Development Strategy" to develop a broader range of transit solutions that will better address the larger inter- and intra-county transportation needs of workforce participants, seniors, people with disabilities, and lower incomes. As part of this process, on page 32, County Capital and Funding Needs included sustainable funding to maintain and provide for service additions and route enhancements.

**18. Please provide specific page(s) of the Local Plan(s) where project or funding need is listed.**

In the Bicycle, Pedestrian, & Transit Plan, this project, shown as project #T14, is located in Section 4, beginning on page 119. The plan in it's entirety can be located on the City's website at <https://pendleton.or.us/sites/pendleton.or.us/files/inline-files/BPT%20Plan.pdf>. In the Umatilla County Coordinated Humans Services Public Transportation Plan, projects to plan and improve transit infrastructure is shown in section 6 (the needs assessment) under General System Maintenance Needs (page 41) and under Needs That Will Lead to System Improvement (page 43). These needs are reflected in two goals mentioned in section 7, Goal 2 on page 47 and Goal 8 on Page 50.

**19. What is the minimum grant amount that will still allow your project to proceed?**

\$81,000.00

**20. Select the fund source(s) for which you would like to compete and that you believe your project is eligible to receive. Check all that apply.**

STIF Discretionary



**21. Rank the fund sources in the order of preference with 1 being first choice and 3 being the last choice.**

**STIF Discretionary**

1

**STIF Intercommunity Discretionary**

No Preference

**FTA Section 5311(f) Intercity**

No Preference

**22. Why is this an important project? What are the consequences of this project not receiving funding?**

The City of Pendleton, along with ODOT, other transit providers in Umatilla County and citizens has invested its time, efforts, monies and staff in building a transit system to meet the needs of its citizens and improve the program. Planning for these improvements is a necessary component to move this needed-project forward. This transit system includes the City's fleet, which now includes 3 buses, 4 mini-vans and the use of taxis to provide various transit services. This includes deviated and fixed route bus services called "Let'er Bus", a senior/disabled taxi ticket program, a taxi ticket program for the general public, a senior meal site transportation program, a daily van service serving the general public, and a program that provides interpark rides and rides to the aquatic center in the summer. The City contracts with Elite Taxis, Inc for these services.

The current location where fleet is stored is not adequate and fleet is stored curbside along public streets and on a small lot where the City's transit provider, Elite Taxi, is located. The fleet is not secured or covered. This poses additional staff time for drivers to de-ice fleet during the winter months. There is also no washing station on site and that service is done off-site. Having a secured/fenced covered facility for all transit fleet will increase efficiencies, improve security and extend the life of the fleet. Planning for transit needs in the airport complex is also a component of this project. With anticipated increase use of this area with the growth of the UAS industry, a regional airport, nearby mountain bike trails and a proposed hotel, the City will incorporate and plan for this growth into the transit system.

If funding is not received, the City of Pendleton will not have the necessary funding for the planning function of this project at this time.

**23. Will this project involve breaking ground or any other activity that might require environmental review per federal requirements?**

No

## **Oregon Transportation Commission Investment Priorities**

### **Equity and Public Transportation Service to Low-Income Households**

**24. Describe how this project would support and improve access for vulnerable populations and/or historically marginalized communities.**

Transit services in Pendleton have seen a steady increase in use since it's inception in the 1970's. As noted in the Umatilla County Coordinated Human Services Plan, "Three groups traditionally reliant on public transportation are older adults, people with disabilities, and low-income residents." This holds true for the City of Pendleton transit program as well. Use of the program for people in these groups comprise

of approximately 58% of overall use for Seniors and Disabled citizens.. The City strives to maintain, improve and build upon transit programs, services and facilities in order to continuing meeting the needs of its citizens. This project improves the overall transit program by providing a safe, secure bus barn facility for its vehicles which will support the transit program and citizens; including vulnerable populations. Since Umatilla County also has the highest population of any of the counties in Northeastern Oregon, there is often more need for transit services for older adults in Umatilla County. This same pattern holds both for people with disabilities, and low-income residents.

To support vulnerable populations in this planning project, meetings will be held during the day and in the evening, in order to accommodate working families and others not able to attend during the day or perhaps evenings due to work schedules.

## **Coordination of Public Transportation Services**

### **25. Describe how this project would improve the passenger experience, benefit multiple transit providers, or involve consolidation, coordination, or resource sharing between agencies, including use of transportation data and technology.**

Improving and maintaining transit infrastructure is an identified need in the Umatilla County Coordinated Human Services Public Transportation Plan and the City of Pendleton's Bicycle, Pedestrian & Transit Plan. Planning for a bus barn facility fits into the overall and specific program needs and goals of these agencies as well as tie-in to Region 5 and the State's goals to provide transit services. As part of this planning process, public involvement and coordination with other nearby transit users will be a key component in order to determine if services or facilities can be shared, such as an additional bus route, a park-and-ride, nearby bus stops and a secured KIOSK with real-time vehicle locations through ITransitNW. These activities would improve passenger experience, and coordination between agencies with resource sharing.

Additionally, the City of Pendleton is currently in the process of connecting into the ITransitNW program which already promotes ridership use for routes and services in the Region and neighboring transit provider-areas. Inclusion into this format will enhance services for transit users and the City of Pendleton.

## **Environmental and Public Health**

### **26. Describe how this project would go beyond providing an alternative to personal car use to reduce greenhouse gas emissions, reduce pollution, and/or support positive health outcomes.**

This project supports Pendleton overall transit program for all it's transit services and programs by providing a safe, secure, adequate facility to house the city's transit fleet where currently none exists now. These programs, including the Dial-A-Ride program, Seniors and Disabled transportation, fixed and deviated routes, promote public transportation; thereby reducing single-occupant vehicle usage, greenhouse gas emissions and pollution. The transit program provides essential transit opportunities for Pendleton residents for work, health and recreation purposes. This supports positive health outcomes through increased physical activity/walking by riders going to and from bus stops and rides for recreation, education and health-related activities; such as visits to Doctor offices or rides to parks for recreation activities.

Energy efficiencies, such as the feasibility of solar power for this project, will be addressed during the planning phase.

Additionally, the planning process will include public involvement and area transit provider input to determine if increased bus routes/stops, a park-and-ride or kiosk is needed in the Airport Complex, near or on the 8.9 acre bus barn facility site to accommodate increased usage due to the growing UAS industry, the regional airport, mountain trail complex, proposed hotel and existing commercial/residential use. These improvements would promote walkability, accessibility and lessen single-car use; thereby supporting positive health outcomes and a slight reduction in greenhouse gas emissions.

## **Safety, Security, and Community Livability**

### **27. Describe how the project would increase use and participation in active transportation, including public transportation.**

This project plays a role in active transportation for riders as riders often walk or bike to and from bus stops located throughout the transit system. Having fleet in a safe, secure location and bus barn facility will support public transportation as fleet is currently located on a small lot and side streets in an unsecure location. The City of Pendleton has been improving and installing bus shelters, increasing bus stops, investing in new fleet and adding transit programs in order to improve the transit program and meet the needs of its citizens. This planning process will include public involvement and input from other transit providers to determine if additional features, such as Park-And-Ride, Bus Stop or Shelters will benefit transit users in the area. Active transportation would result, as an example, through promotion of use of public transit/new bus stop for access to the nearby mountain bike trails or a Park-And-Ride feature at the 8.9 acre bus barn facility site.

This planning project will continue with the City, County and State efforts to meet the needs of its citizens.

### **28. Describe how the project would support and improve safety of passengers in transit vehicles and safety of other roadway users.**

This planning project is for a proposed bus barn facility to provide a safe, secure location and house transit fleet since current fleet is located in and around a small lot; including narrow streets. This project would lessen congestion in the current unsecured area; and potentially reduce any safety hazards as, including road use of other roadway users, associated with parking fleet curbside instead of a secured lot.

During the planning process, safety considerations of the airport complex will be addressed to determine the feasibility of adding features in or near the proposed 8.9 acre site to address passenger needs, such as park-and-ride, bus stops and shelters. Safety of users through design and planning is a key component of the process. Additionally, the City plans to explore the safety of transit users and drivers during the continued COVID-19 saga by designing a wash station into the bus barn facility, and, determining if additional rapid vehicle sanitization will make vehicles safer than methods currently deployed.

## **Statewide Transit Network Connections**

### **29. Describe how this project would support and improve the utility and connectivity of the Statewide Transit Network and/or create a foundation for future Statewide Transit Network improvements.**

This planning project supports connectivity of the Statewide Transit Network through continued coordination efforts with Oregon State Transportation/Region 5, Umatilla County transportation providers and surrounding transit providers in the Region. During the planning process, the City will seek public involvement and connectivity with nearby transit providers to determine the feasibility of shared amenities, such as a bus stop shared with Kayak, as an example.

As noted in the Umatilla County Coordinated Public Transportation Plan "Umatilla County hired a Public Transit Coordinator. The effort of the coordinator, along with Umatilla County transportation providers, State of Oregon and the City of Pendleton efforts has created a solid foundation for this planning project and future Statewide transit Network improvements and connectivity in the Region and State.

## **Funding and Strategic Investment**

### **30. Describe how the project match requirements will be met or exceeded. Describe why investment in this project makes sense from both the perspective of current need and long term Oregon transit needs.**

Match funds will be met utilizing STIF, STF funds or other local transit monies. Currently, Oregon transit

has invested in the City of Pendleton's transit services and fleet. This partnership is providing valuable and needed transit services for all Pendleton citizens (including a 7 mile area on major routes outside of Pendleton), to particularly low-income, Senior and disabled community members. The City appreciates this valuable partnership and would like to protect this investment by provided a bus barn facility for its transit fleet.

**31. If this project will last beyond the 2021-23 biennium, describe the plan for ongoing funding including match. If not applicable, type N/A.**

N/A

**32. Does this project depend on other funding sources including other discretionary grants whose outcomes are uncertain? If yes, please list those fund sources. If not applicable, type N/A.**

N/A

### **33. Capital Asset Purchases**

**Describe proposed capital purchases. If no capital assets are included in your application, type N/A.**

N/A

### **Project Details**

**Task Category**

Planning

### **Planning**

**Total Task Cost (Grant Amount + Match Amount) Are matching funds available if the project is awarded?**  
\$90,000.00 Yes

**Percent of funds used for fixed route transportation**  
100%

### **Project Task and Match Amounts**

## **20% Match Rate Calculations**

**Grant Amount - STIF Discretionary/STIF Intercommunity/5311f (80% State/Fed Share)**  
\$72,000.00

**Match Amount - STIF Discretionary/STIF Intercommunity/5311f (20% Local Share)**  
\$18,000.00

## **10% Match Rate Calculations (For Qualified Applicants)**

**Grant Amount - STIF Discretionary/STIF Intercommunity (90% State Share)**  
\$81,000.00

**Match Amount - STIF Discretionary/STIF Intercommunity (10% Local Share)**  
\$9,000.00

## Application Totals

### Match Sources

| Match Sources | Amount     |
|---------------|------------|
| State         | \$0.00     |
| Local         | \$9,000.00 |

**Note on Application Totals:** If applying for 5311(f) Operating, a 50% match rate is applied to identified Operating costs. However, the application form automatically applies a 20% match rate to the full Project Cost, including Operating costs. Therefore, Section 5311(f) applicants should ensure the accuracy of the Total Task Cost for each Task Category, as the 20% match rate will only apply to non-Operating costs in a 5311(f) grant award. The form is unable to calculate an accurate application total using two different match rates.

## 20% Match Rate Calculations

**Grant Amount**  
\$72,000.00

**Match Amount**  
\$18,000.00

## 10% Match Rate Calculations (For Qualified Applicants)

**Grant Amount**  
\$81,000.00

**Match Amount**  
\$9,000.00

PUBLIC TRANSPORTATION DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **City of Pendleton**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, grant funds under this Agreement shall be available for project costs incurred on or before **June 30, 2023** (the "Expiration Date"). No grant funds are available for any expenditures after the Expiration Date. State's obligation to disburse grant funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds.** State shall provide Recipient an amount not to exceed **\$72,000.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
  - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement

described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement.
- iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

c. **Recovery of Funds.**

- i. Recovery of Misexpended Funds or Nonexpended Funds. Any funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No

member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

**8. Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the funds were expended.
- d. **Audit Requirements.**
  - i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDreporting@odot.state.or.us](mailto:ODOTPTDreporting@odot.state.or.us), a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
  - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.



This section 8 shall survive any expiration or termination of this Agreement.

**9. Recipient Subagreements and Procurements**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
  - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
  - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**
  - i. **Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.**
  - ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.
  - iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code (Oregon Revised Statutes (ORS) Chapters 279 A, B and C) and rules, ensuring that:
  - i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable,

including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

- ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

#### 10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
  - i. Upon notification to State of its desire to withdraw from eligibility to receive the funds and providing to State a reason acceptable to State for the withdrawal; or
  - ii. If federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

#### 11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party

Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page

of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.i. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- n. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c.,

8 and 11.

City of Pendleton/State of Oregon  
Agreement No. 35060

**The Parties**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

**SIGNATURE PAGE TO FOLLOW**

City of Pendleton/State of Oregon  
Agreement No. 35060

**City of Pendleton**, by and through its

Mayor

By John H. Turner  
(Legally designated representative)

Name John H. Turner  
(printed)

Date 7 July 2021

By A.F. Denton

Name Andrew F. Denton  
(printed)

Date 7-7-21

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By [Signature]  
Recipient's Legal Counsel

Date 7/7/21

**Recipient Contact:**

Linda Carter  
500 SW Dorian Avenue  
Pendleton, OR 97801  
1 (541) 966-0331  
linda.carter@ci.pendleton.or.us

**State Contact:**

Arla Miller  
555 13th Street NE  
Salem, OR 97301-4179  
1 (503) 949-5415  
Arla.MILLER@odot.state.or.us

**Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us**

**State of Oregon**, by and through its  
Department of Transportation

By [Signature]  
Karyn Criswell

Public Transportation Division Administrator

Date 7/8/21

**APPROVAL RECOMMENDED**

By Arla Miller

Date 06/22/2021

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

|  |                    |                    |                    |               |
|--|--------------------|--------------------|--------------------|---------------|
| <b>Project Title: STIF Disc City of Pendleton 35060</b>    |                    |                    |                    |               |
| <i>Pendleton Bus Barn Facility Planning Project.</i>       |                    |                    |                    |               |
| <b>Item #1: General Development/Comprehensive Planning</b> |                    |                    |                    |               |
|  | Total              | Grant Amount       | Local Match        | Match Type(s) |
|  | \$90,000.00        | \$72,000.00        | \$18,000.00        | Local         |
| <b>Sub Total</b>   | \$90,000.00        | \$72,000.00        | \$18,000.00        |               |
| <b>Grand Total</b>   | <b>\$90,000.00</b> | <b>\$72,000.00</b> | <b>\$18,000.00</b> |               |

**1. BACKGROUND**

*In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects.*

*The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.*

*The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.*

*This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.*

**2. PROJECT DESCRIPTION**

*This Agreement funds a planning project to develop a bus barn facility for the public transit system serving the City of Pendleton, Oregon. The facility is slated for development in or near the 8.9 acres of undeveloped, multimodal land adjacent to Eastern Oregon Regional Airport (eastern Oregon's only commercial airport) in Pendleton, Oregon. This project will fund the first phase of work including siting, environmental and cultural resources, hazardous materials, corridor assessment, architectural and design, and civil engineering for a facility housing up to three Category C buses, six Category E vehicles, and four minivan or sedan class capital assets.*

*STIF discretionary program reimbursements under this project shall not exceed \$72,000.*

**3. PROJECT DELIVERABLES, TASKS and SCHEDULE**

*Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations and/or historically marginalized communities. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State*



through reporting.

*Recipient, if operating fixed route or deviated fixed route transit service, shall create and maintain current GTFS data describing the service. GTFS data shall be updated in advance of system changes to allow trip planners to stay current. Recipient, if operating demand response service, shall create and maintain GTFS-flex data for their service.*

*The establishment and maintenance of GTFS data may be supported by State's GTFS contractor.*

*Competitive purchases of systems that can count passengers [e.g., Automated Passenger Counters (APC), Automated Fare Collection (AFC) systems] shall include an explicit scoring preference for systems that support the GTFS-Ride and GTFS-RealTime data standards and shall include support for GTFS data access to State and interested third parties.*

*STIF Discretionary-supported service providers are encouraged to serve key transit hubs and stops operated or used by for-profit/national transit providers where practical.*

*Recipient, in coordination with its regional transit coordinator, will conduct a procurement for a planning consultant, or use internal staff where sufficient planning capacity exists, to produce a work plan and facility design sketch guiding the delivery of this project. The plan will detail the consultant/designer's consideration of elements intended to improve the building's energy efficiency and reduce the environmental impacts of construction. Such design considerations may include energy efficient lighting schemes, building material recommendations, water saving design, and other environmentally sustainable building elements.*

#### 4. PROJECT ACCOUNTING and MATCHING FUNDING

*Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.*

*Sources of funding that may be used as Recipient's matching funds for this Agreement include local funds; Statewide Transportation Improvement Formula Funds; Special Transportation Formula Funds; service contract revenue, advertisement and other earned income; cash donations; and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funding must be reported to State. Recipient may not use passenger fares as matching funding.*

#### 5. REPORTING AND INVOICING REQUIREMENTS

*Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all products, services, and vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a summary of the work performed to date pursuant to this Agreement in each agency periodic report. Photographs of the planning process are encouraged to memorialize the achievement of project deliverables, if applicable. Recipient will submit a draft or final plan, as appropriate, before final payment will be made by State.*

*Recipient shall confirm the eligibility of any Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period. Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements.*

*Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to Recipient for the remainder of the Agreement period.*

#### *Project Progress Reporting*

*Recipient shall report Project progress quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.*

#### *Outcomes Achieved Reporting*

*Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.*

*On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.*

*Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.*

*Recipient shall identify the actions taken towards completing planning deliverables, including, but not limited to, identifying partners and other stakeholders consulted for the project and description of feasibility studies or other studies completed in the course of meeting project objectives.*

#### *Expenditures*

*Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.*

#### *Reporting on Mitigation of Tax Impacts to Low-income Populations*

*Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.*

*Recipient shall complete and submit a form detailing any mitigation actions taken by Recipient to the appropriate Qualified Entity no later than 30 days after the end of each Fiscal Year in which the PTSP receives STIF discretionary funds. This form will be provided to Recipient prior to the deadline for submission of the form and will include instructions for the proper completion and submittal of the form.*

**EXHIBIT B**  
**FINANCIAL INFORMATION**

This Agreement is financed by the funding source indicated below:

|   |   |  |  |
|---|---|--|--|
| <b>State Program</b><br>STF: ORS 391.800<br>through ORS 391.830<br>and OAR Chapter 732,<br>Divisions 5, 10, and 30<br><br>And/Or<br><br>STIF: ORS 184.758<br>through ORS 184.766<br>and OAR Chapter 732,<br>Divisions 040, 042, and<br>044. | <b>State Funding Agency</b><br>Oregon Department of<br>Transportation<br>355 Capitol St. N.E.<br>Salem, OR 97301-3871 |  | <b>Total State Funding</b><br><b>\$72,000.00</b> |
|---|---|--|--|

|  |
|--|
| <b>Administered By</b><br>Public Transportation Division<br>555 13th Street NE<br>Salem, OR 97301-4179 |
|--|

## EXHIBIT C

### Insurance Requirements

#### Subagreement Insurance Requirements

##### GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

##### TYPES AND AMOUNTS.

##### WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

##### COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

##### AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

##### EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required

limits of insurance.

**ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**"TAIL" COVERAGE.**

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.**

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **Recipient shall immediately notify State of any change in insurance coverage.**

**CERTIFICATE(S) OF INSURANCE.**

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**Recipient Insurance Requirements**

**GENERAL.**

Recipient shall: i) obtain at the Recipient's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

**INSURANCE REQUIREMENT REVIEW.**

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

#### **TYPES AND AMOUNTS.**

##### **WORKERS COMPENSATION.**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

##### **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

##### **AUTOMOBILE LIABILITY.**

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

##### **EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

##### **ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

##### **"TAIL" COVERAGE.**

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or,

(ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.**

Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.**

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement . The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**STATE ACCEPTANCE.**

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.