



Tillamook County Transportation District  
3600 Third St, Suite A  
Tillamook, OR 97141  
503-842-8283

## **REQUEST FOR PROPOSALS**

*Tillamook County Transportation District  
Coordinated Human Services Transportation Plan*

**Published - September 3, 2021**

**Closing - Submittals Must Be Received By 5:00 PM on October 8, 2021**

# 2021 TCTD Board Members and Staff

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Mary Johnson, Vice Chair  
Gary Hanenkrat, Treasurer  
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## Introduction

Tillamook County Transportation District (TCTD) is the public transportation provider within Tillamook County, OR. Incorporated cities served by TCTD are Bay City, Garibaldi, Manzanita, Nehalem, Rockaway Beach, Tillamook, and Wheeler. The District also serves numerous unincorporated communities within Tillamook County. Additionally, TCTD operates services to Lincoln City, Grand Ronde, Salem, Canon Beach, Hillsboro, Portland, Banks, and North Plains.

TCTD seeks proposals from qualified consultants to prepare an update to the 2016 updated *TCTD Coordinated Human Services Transportation Plan*<sup>1</sup>, pursuant to federal and state requirements. More specific objectives are included under the RFP Scope of Work.

This project is funded by the Statewide Transportation Improvement Fund (STIF) Program.

## Background

Federal transit law requires that projects selected for funding under the Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) be derived from a locally developed, coordinated public transit-human services transportation plan and that the plan be developed through a process that includes representatives of public, private, and non-profit transportation and human services providers and participation by members of the public. These plans identify the transportation needs of individuals with disabilities, older adults, and people with low incomes; provide strategies for meeting these needs; and prioritize transportation services for funding and implementation.<sup>2</sup>

In 2007, TCTD prepared the TCTD Coordinated Human Services Transportation Plan. The plan was subsequently updated in 2009, 2011, and 2016. The adopted plan and updates met the federal requirements for the development of a coordinated public transit-human services transportation plan. The plan was developed in consultation with all local health and social service organizations throughout Tillamook County. The District's Special Transportation Fund (STF) Advisory Committee helped guide development of the plan.

Historically, the State of Oregon, through the Special Transportation Fund (STF) Program has also required a Coordinated Human Services Transportation Plan from all STF Agencies. TCTD has been the STF Agency for Tillamook County.<sup>3</sup> The state of Oregon is currently in the process of combining the STF and STIF programs into one consolidated agency, which will have a combined set of requirements for agencies to meet. The Coordinated Human Services Transportation Plan is anticipated to be a continued requirement of the new agency.

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<sup>1</sup> Tillamook County Transportation District, 2016 updated TCTD Coordinated Human Services Transportation Plan, [https://www.nworegontransit.org/wp-content/uploads/2018/10/CTP\\_TCTD\\_20161021-FINAL.pdf](https://www.nworegontransit.org/wp-content/uploads/2018/10/CTP_TCTD_20161021-FINAL.pdf)

<sup>2</sup> <https://www.transit.dot.gov/funding/grants/coordinated-public-transit-human-services-transportation-plans>

<sup>3</sup> <https://www.oregon.gov/ODOT/RPTD/RPTD%20Document%20Library/stf-guidebook.pdf>

This coordinated plan update will address federal, state and regional coordination needs. Only projects that are included in the plan will be eligible to receive STIF funding. This was a part of HB2017, a robust transportation package, passed by the Oregon Legislature and signed by the Governor in 2017. For the first time, stable transit funding has become available to transit agencies across Oregon.

## Geography & Study Area

**Tillamook County** is located along the north-central Oregon Coast. The nearest large city is Portland, approximately 72 miles east of the city of Tillamook. It is a rural county with a population of just over 26,000 and has an area of 1,333 square miles. Besides the 7 incorporated cities in Tillamook County, there are numerous unincorporated communities.

**Figure 1 – General Study Area**



## Public Transit in Tillamook County

The general public transit provider in Tillamook County is TCTD. TCTD provides fixed and deviated route services, along with Dial-A-Ride and nonemergency medical transport within the County's borders. TCTD also operates the "Coastliner" route connecting Tillamook and Portland. TCTD is a member of the Northwest Oregon Transit Alliance (NWOTA). NWOTA includes transit agencies from Columbia, Clatsop, Lincoln and Benton counties who collectively operate the NW CONNECTOR. The NW CONNECTOR provides transit services from the Portland

area and Corvallis area to the coast, along with uninterrupted transit service between Astoria and Yachats while at the coast. TCTD connects with Sunset Empire Transportation District (SETD) in Cannon Beach and connects with Lincoln County Transit (LCT) in Lincoln City. TCTD also connects with the Oregon Department of Transportation (ODOT) intercity Point Bus service along Highway 26. TCTD operates the “60x” and “70x” routes, which connect Lincoln City with Grand Ronde and Salem, for the NW CONNECTOR. These routes are funded by ODOT and the Confederated Tribes of Siletz Indians and the Confederated Tribe of Grand Ronde Indians. TCTD operates services seven days a week including most holidays.

## **Project Scope of Work**

TCTD seeks proposals from qualified consultants to prepare an update to the current *TCTD Coordinated Human Services Transportation Plan*, pursuant to federal and state requirements and regional needs. The objectives of the plan update are:

- Create a 5-year strategic plan that incorporates all TCTD services, including Dial-A-Ride, nonemergency medical transportation, fixed route, deviated and on-demand services, intercity services, and services operated in partnership with other agencies to efficiently meet the need of customers within the service area.
- Develop a plan to enhance the customer service experience offered by TCTD using existing human, technology, and infrastructure resources to provide a more comprehensive approach to service while maintaining or exceeding current customer satisfaction.
- As part of the enhanced customer service plan, identify ways for TCTD to implement a mobility management program, which among other things will provide enhanced service to new or prospective riders, as well as current users who experience difficulty within the system.
- Identify opportunities for increased collaboration with regional partners, including CARE Oregon, NWOTA, and other regional transit providers.
- Identify transportation and coordination strategies that will meet rural and human service transportation needs.
- Develop strategies and recommendations that are coordinated with, and complementary to, the TCTD Long-Range Transit Development Plan and STIF plan.
- Meet the federal requirements to access FTA funding programs.

### **Task 1: Project Initiation and Management**

A kick-off meeting with TCTD and the selected consultant will be held at the commencement of the project to establish and agree upon communication protocols, roles and responsibilities, expectations, and to review background information on the region. TCTD will explain the expected deliverables, progress reports, and invoicing procedures. In addition, TCTD staff will review coordinated transportation developments to-date, including the Long-Range Transit Development Plan (LRCTP) and TCTD’s various short-range plans.

### Deliverables:

- Kick-off meeting
- Project management plan, including the roles of the project manager and project team members
- Schedule of project meetings
- Progress reports that summarize task progress and deliverables in accompaniment of monthly invoices
- Prepare and present ongoing progress updates to the TCTD Transportation Advisory Committee (TAC) and Board of Directors throughout entire contract period

### **Task 2: Existing Conditions**

The consultant will be responsible for reviewing, identifying and collecting information/data needed for analysis and completion of the plan. This includes:

- Reviewing relevant documents (*TCTD Coordinated Human Services Plan, TCTD Long-Range Transit Development Plan, Intercity Enhancement Plan, and the NWOTA Management Plan*<sup>4</sup>).
- Developing and distributing an inventory survey – which will include, at a minimum: public, private, and not profit transportation services agencies in Tillamook County and the surrounding area about rider characteristics and needs, operating statistics, vehicle inventory, client type, trip costs, ways to enhance coordination and collaboration, and other service provision details;
- Summarizing the survey results; and
- Working with TCTD staff and using available GIS data to analyze transportation disadvantaged populations and demographic profiles and identify current and prospective TCTD customers who could be better served by a mobility management plan.

TCTD staff will provide an updated inventory of service providers to consultant for inventory survey.

### Deliverables:

- Synopsis for TCTD regarding review of relevant documents
- Draft survey template for approval by TCTD staff prior to beginning surveys
- Survey responses from updated inventory of service providers provided by TCTD staff
- Summary of collected survey and demographic data
- Create an updated inventory of all transportation human service providers within Tillamook County, including all federal funding sources.

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<sup>4</sup> [https://www.nworegontransit.org/wp-content/uploads/2018/10/Connector-Management-Plan\\_FINAL-10-21-16.pdf](https://www.nworegontransit.org/wp-content/uploads/2018/10/Connector-Management-Plan_FINAL-10-21-16.pdf)

### **Task 3: Evaluation of Former Plan Recommendations**

The consultant will work with staff to evaluate and report on the progress on the current *TCTD Coordinated Human Services Transportation Plan* recommendations.

### **Task 4: Public Outreach**

The consultant will conduct interviews (either in-person or by telephone dependent upon provider size) with various stakeholders including the TCTD Transportation Advisory Committee (TAC). The interviews will elicit feedback about service issues, shortfalls, and needs, as well as recognize what service providers believe is working particularly well within the TCTD region. The interviews will seek to identify opportunities to provide increased customer service and the impact a thoughtfully designed and implemented mobility management plan could have on the TCTD region. The consultant will subsequently conduct a project development workshop to facilitate the opportunity for all interested service providers to meet each other, review results, and exchange further comments and ideas. TCTD staff will provide a suggested stakeholders list to the consultant.

#### Deliverables:

- Draft interview questions template for approval by TCTD staff prior to beginning interviews
- Draft presentation for approval by TCTD staff prior to workshop
- Interview responses
- Summary of interviews
- Project development workshop schedule, presentation, and summary of attendee participation and responses

### **Task 5: Develop Mobility Management Plan**

The consultant will:

- Prepare an assessment of transportation needs of customers who do not currently use TCTD services and ways TCTD can serve them, as well as needs of current customers whose usage of the system would be enhanced by a mobility management plan
- Develop strategies and program goals and objectives for a mobility management plan
- Develop an implementation plan which will:
  - Include prioritized projects/strategies using a low, medium and high classification;
  - Develop a target budget and recommended funding sources;
  - Identify current TCTD resources that can be used to establish and maintain the program;
  - Provide performance measures and monitoring methodology for TCTD staff.

#### Deliverables:

- Summary of transportation needs
- Strategies and program goals and objectives for services, dispatching, procurement, facilities, maintenance, training, mobility management, and administration that relate to already identified projects in the TCTD Long-Range Transit Development Plan and suggest others as needed
- Prioritized projects list
- Implementation plan, including the above factors

#### **Task 6: Identify Transportation Needs and Strategies and Prepare Implementation Plan**

The consultant will:

- Prepare an assessment of transportation needs, including identifying groups currently underserved whose service could be increased by coordination, a mobility management plan, and/or enhanced customer service programs;
- Develop strategies and program goals and objectives to address services, dispatching, procurement, facilities, maintenance, training, and administration coordination to avoid duplication and enhance cost savings opportunities;
- Develop a projects list based on the program goals and objectives; and
- Develop an implementation plan which will:
  - Include prioritized projects/strategies using a low, medium and high classification;
  - Develop target budgets and recommended funding sources for highest priority projects; and
  - Provide performance measures and monitoring methodology for TCTD staff.

#### Deliverables:

- Summary of transportation needs
- Strategies and program goals and objectives for services, dispatching, procurement, facilities, maintenance, training, mobility management, and administration that relate to already identified projects in the TCTD Long-Range Transit Development Plan and suggest others as needed
- Prioritized projects list
- Implementation plan, including the above factors

#### **Task 7: Updated Coordinated Human Services Transportation Plan**

The consultant will prepare and deliver an update to the current *TCTD Coordinated Human Services Plan*, pursuant to federal and state requirements, taking into account, at a minimum, tasks 2 through 6, as well as the update objectives. The updated *TCTD Coordinated Human Services Plan* must meet all state and federal requirements.

#### Deliverables:

- Administrative draft plan for approval by TCTD staff prior to releasing public draft plan
- Draft plan for review by public and stakeholders, including an TCTD TAC workshop to present plan
- Final plan
- Presentation of draft plan to TCTD Board of Directors at least 60 days before anticipated approval date of final plan.
- Host and present a public hearing to gather input from community members and stakeholders.

#### **Task 8: Final Presentation**

The consultant will present the final report and recommendations to the TCTD TAC and TCTD Board of Directors.

#### Deliverables:

- Draft presentation for approval by TCTD staff two weeks prior to TCTD TAC and TCTD Board meetings
- Final presentation materials

#### **Task 9: Final Deliverables**

The consultant shall provide the following number of hard copy documents and electronic copies of all deliverables in TCTD-compatible formats, for editing and for posting on the District website.

#### Deliverables:

- Twenty-five (25) bound copies of the *TCTD Coordinated Human Services Transportation Plan*
- Electronic formats of all project deliverables, in TCTD-compatible formats, including data and support files. Paper copy of any PowerPoint presentations
- One unbound hard copy suitable for reproduction

#### **Timeline**

- Project will commence immediately upon contract execution, November 18, 2021, or shortly thereafter.
- A draft plan update shall be complete no later than April 8, 2022 and be presented by the consultant to the TCTD TAC that same month.
- The final plan will be made available to TCTD staff by June 8, 2022.
- The consultant will present the final plan to the TCTD Board of Directors on June 23, 2022 for final approval.

- Contract termination will be August 1, 2022 to allow for final copy production of the plan.

## Proposal Contents

Written proposals shall not exceed 35 pages (including attachments). At a minimum, the following information should be included and clearly labeled:

1. Transmittal letter – signed by an officer who may contractually bind the business, including a description of the firm. The proposal shall be a firm offer for a minimum of 90 days and contain a statement to that effect. The proposal shall contain a statement that all activities performed within the proposed scope of work, notwithstanding unforeseen needs, will be at a guaranteed maximum price.
2. Statement of understanding of the scope of work, as well as illustrating consultant’s familiarity with Tillamook County Transportation District and the transportation services provided in the region. The statement shall include a discussion of the proposer’s technical approach and management approach.
3. List of the personnel on the project team, including a summary of their qualifications and work experience (resumes may be included as an attachment) and the estimated number of hours they are to work on the project. Proposer shall include sub-consultants proposed for use. Proposer shall identify efforts to maximize DBE participation and identify the planned DBE participation level.
4. Representative list of similar projects completed as lead consultant within the last five years including: project description and services provided, budget and schedule performance, and contact information for the client reference.
5. Work plan and schedule to complete the project scope of work, identifying milestones and deliverables.
6. Cost proposal worksheet, including: fee schedule on a time (by personnel) and materials basis; cost by task; and total cost to complete the project. The cost proposal shall be fully inclusive of all services, overhead, and direct expenses. The total cost shall be a guaranteed maximum price. The total costs should not exceed the current funding available for this project, which is currently \$45,000.

## RFP Questions, Contact Person, and Schedule

### Questions

Questions concerning this RFP will be responded to collectively and made available for all interested applicants via the TCTD website. All inquiries shall be made by email and must be submitted no later than 5:00 PM on September 20, 2021 to the person listed below. **No oral questions will be taken or responded to.** The inquiries and responses will be posted on the TCTD website no later than September 27, 2021. Interested applicants must view TCTD’s RFP webpage at: <https://www.nworegontransit.org/requests-for-proposals-tctd/> so that they are notified of any addenda to the RFP, or for responses to questions received. No other notice of addenda or responses will be provided.

Contact Person:  
 Doug Pilant  
 General Manager  
[dpilant@tillamookbus.com](mailto:dpilant@tillamookbus.com)

**Schedule**

The RFP schedule is as follows in Figure 2. The schedule may be modified by posted addenda.

**Figure 2 – RFP Schedule**

<b>Tasks</b>	<b>Deadline/Dates</b>
Publish RFP	September 3, 2021
Vendor Questions Due	5:00 PM, September 20, 2021
TCTD Response to Vendor Questions	No later than September 27, 2021
Vendor Proposals Due	5:00 PM, October 8, 2021
Evaluation and Ranking of Proposals	October 13, 2021
Interviews (if necessary)	October 26-28, 2021 (tentative)
Consultant – TCTD Contract, including Scope of Work and Guaranteed Maximum Price	No later than November 10, 2021
TCTD Board of Directors Approval	November 18, 2021
Contract Start Date	November 19, 2021

**Proposal Evaluation**

A panel will be formed to evaluate the proposals and make a recommendation in consultation with the general manager, which will then go to the TCTD Board of Directors for approval. The proposal will be based on the scoring criteria presented in Figure 3.

**Figure 3 – Proposal Scoring Criteria**

<b>Criteria</b>	<b>Scoring Weight %</b>

Thoroughness of proposal in addressing the work tasks above under Project Scope of Work, as well as the update's stated overarching objectives	30
Qualifications and similar experience of the consulting firm and project team	25
Proposed Guaranteed Maximum Price is equal to or less than the available funding amount (Yes = 25 points, No = 0 points)	25
Local transit knowledge demonstration	5
Innovative ideas to meet RFP objective	5
DBE participation level	5
References	5

In unusual circumstances where a recommendation cannot be made based on the proposals alone, the highest ranked consultants may be invited to an interview.

If no proposals are equal to or less than the available funding amount, the District may negotiate with the highest scored proposer to reduce scope to achieve a guaranteed maximum amount that meets the available funding amount.

### **Contract Amount and Award**

The anticipated start date is November 19, 2021, with an August 1, 2022 contract expiration. Consultant selection will be based on a combination of funding availability and the value of the services to be provided. This project currently has available funding of \$45,000 for this effort; however, consultants are encouraged to submit inquiries regarding increasing the available funding or reducing scope during the question period if they believe potential consultants cannot prepare adequate proposals that fully address the above scope of work and overarching objectives for the current funding amount. The TCTD General Manager will schedule the proposed technical services agreement for consideration for the TCTD Board of Directors on November 18, 2021. This agreement is not in force until approved by the TCTD Board of Directors and written authorization to proceed is provided to the selected consultant.

### **Standard Consulting Agreement**

The successful proposer shall be required to execute the form of Personal Services Agreement (PSA) included as Attachment A to this RFP.

### **Protest Procedure**

All protests, signed by the protesting party, must be in writing within three (3) business days from the results notification and be addressed to the TCTD General Manager. Include a description of the expected relief or corrective action in the protest. The protest should stipulate an issue of fact concerning the following points:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator(s);
- Errors in computing scores; and/or
- Non-compliance with procedures described in this RFP or TCTD's established policies.

TCTD will only consider protests based on the above points. TCTD will reject protests without merit if they address issues such as an evaluator's professional judgement on the objective quality of a proposal. The TCTD General Manager will review and respond to protests within five (5) business days from receipt. Protests considered unresolved by the protesting party will be forwarded to the TCTD Board of Directors either at the meeting at which the subject contract is under consideration, or at a meeting which takes place prior to that, if timely response from the protesting party is received by TCTD.

## Proposal Submittal

Consultant proposals must be submitted to:

**Tillamook County Transportation District**

**Attn: Doug Pilant**

**3600 Third St, Suite A**

**Tillamook, OR 97141**

[dpilant@tillamookbus.com](mailto:dpilant@tillamookbus.com)

Submittals must be received at the TCTD office before 5:00 PM on Friday, October 8, 2021 to be responsive. No proposals will be accepted after that time and late proposals shall not be considered. Postmarks are not acceptable. Consultants may deliver the proposal by email, by mail, or delivery service. Proposal receipt will be acknowledged by email.

The cost of preparing and submitting a proposal, pre-contract meetings and participating in an interview, if held, are at the sole expense of the proposer. TCTD reserves the right to reject any or all proposals, and to waive any informality, technical defect, or clerical error in any proposal at TCTD's discretion. Solicitation of proposals in no way obligates TCTD to contract with any firm or individual. The decision to approve and award a contract is at the discretion of TCTD.

Public Records: At such time the TCTD General Manager recommends a proposal to the Board of Directors and such recommendation appears on the Board agenda, all proposals submitted in response to the RFP shall become a matter of public record and shall be regarded as public records.

Modification or Withdrawal of Proposal: Any proposal received prior to the deadline may be

withdrawn or modified either personally, through e-mail, or by written request of the consultant. A request to withdraw must be received before the proposal deadline. To be considered, a modification must be received in writing, with the same number of copies as the original proposal, prior to the proposal deadline. Proposals may only be withdrawn following the proposal deadline only as allowed by rule.

RFP Addendum(a): Any changes to the RFP will be made by written addenda issued by TCTD and shall be considered part of the RFP. The RFP deadline may be extended dependent upon the nature of the changes issued. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation. All addenda will be posted on-line only. It will be the consultant's responsibility to assure that all addenda are incorporated into the proposal as required according to all the terms and conditions for submittal of the proposal. In no event will TCTD modify the RFP with less than five (5) days remaining to the deadline, without extending the RFP deadline.

Verbal Agreement or Conversation: No prior, current, or post-award verbal conversations or agreement(s) with any officer, agent, or employee of TCTD shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

Special Funding Considerations: Any contract resulting from this RFP will be financed with funds available to TCTD. The contract for this service is contingent upon the provision of these funds to TCTD. In the event these funds are reduced or eliminated, TCTD reserves the right to terminate or revise any contract.

Alternatives: Consultants may not alter objectives and deliverables of the RFP in the response to the RFP. If the consultant brings to TCTD's attention, at least ten (10) days before the RFP deadline, an alternative end product than the RFP delineates, TCTD reserves the right to cancel the RFP and re-bid the project.

DBE Requirement: TCTD has determined that disadvantaged business enterprises, as defined in 49 CFR Part 26, will have the opportunity to compete fairly for contracts financed, in whole or in part, with federal funds. TCTD encourages respondents to include the participation of DBE businesses within your proposal.

Equal Employment Opportunity/Affirmative Action: In awarding a contract to a consultant, TCTD includes language within the contract which requires the consultant to certify their compliance with state and federal equal employment regulations.

**Exhibit A: TCTD PSA**

## **PROFESSIONAL SERVICES CONTRACT**

This contract for professional services (Contract) is entered into by and between TILLAMOOK COUNTY TRANSPORTATION DISTRICT, a special district of the State of Oregon, hereinafter referred to as TCTD, and \_\_\_\_\_, hereinafter called the CONTRACTOR to provide the services described in the District's *Coordinated Human Services Plan*, submitted on \_\_\_\_\_, 2021, which by this reference are hereby made part of and incorporated herein. The following provisions shall comprise this Contract:

### **I. SCOPE**

This Contract covers the personal services as described in RFP and the Proposal Response. Work shall be performed in accordance with a schedule approved by TCTD. The CONTRACTOR shall perform the services under this Contract with the care and skill used by members of CONTRACTOR's profession practicing under similar circumstances at the same time and in the same locale. The Contract shall commence upon contract execution and continue through December 31, 2021.

### **II. COMPENSATION**

**A.** TCTD agrees to compensate the CONTRACTOR on a fee-for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent DISTRICT contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The guaranteed maximum compensation authorized under this Contract shall not exceed \$\_\_\_\_\_.

**B.** The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

**1** The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.

**2.** This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to TCTD employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).

**3.** If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

**C.** The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, TCTD, or Federal employee.

**D.** The CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

### **III. FEDERAL CONTRACT SPECIAL CONDITIONS**

#### **A. Failure to Perform**

TCTD may, subject to the provisions of paragraph (4) below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this contract in any one of the following circumstances.

1. If the CONTRACTOR fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If the CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as TCTD may authorize in writing) after receipt of notice from TCTD specifying such failure. CONTRACTOR's failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:
  - Reducing or withholding payment;
  - Requiring the CONTRACTOR to perform, at the CONTRACTOR's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
  - Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the contract or other applicable law.
3. In the event TCTD terminates this Contract in whole, or in part, as provided in paragraph (2) above of this clause, TCTD may procure, upon such terms and in such manner as TCTD may deem appropriate, supplies or services similar to those terminated, and the CONTRACTOR shall be liable to TCTD for any excess costs for such similar supplies or services; provided, that the CONTRACTOR shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. The CONTRACTOR shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of TCTD in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of the CONTRACTOR and without the CONTRACTOR's fault or negligence.
5. The rights and remedies of TCTD provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used in this Contract, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
7. Any termination for cause that is found to be improper shall be converted to a termination for convenience and CONTRACTOR's remedy shall be limited as if it was a termination for convenience from inception.

## **B. Termination for Convenience**

TCTD, by written notice, may terminate this Contract, in whole or in part, when it is in the TCTD's interest. If this Contract is terminated for convenience, TCTD shall be liable only for payment under the payment provisions of this Contract for services rendered before the effective date of termination.

## **C. Compliance with Applicable Law**

CONTRACTOR shall comply with all federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Contract or Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to CONTRACTOR's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by CONTRACTOR, and other circumstances then existing.

CONTRACTOR further agrees to comply with all applicable requirements included in the Master Agreement applicable to this Contract that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at [www.transit.dot.gov](http://www.transit.dot.gov).

This Contract hereby incorporates and passes through all of the applicable requirements of Grant Agreement # 35137 to CONTRACTOR.

State is an express third-party beneficiary of this Contract.

CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). CONTRACTOR shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Contract.

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

In accordance with Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e

note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 151 et seq., and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against individuals on the basis of disability. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

Without limiting the generality of the foregoing, CONTRACTOR expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)); (v) Section 508 of the Clean Water Act (33 U.S.C. 1368; (vi) Executive Order 11738; EPA regulations (40 CFR part 15) and ORS 659.425; (vii) Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); (viii) Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in 41CFR chapter 60; (ix) Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented in Department of Labor regulations (29 CFR Part 5), (x) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); (xi) Energy Policy and Conservation Act (pub.L. 94-163, 89 Stat. 871); (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

The CONTRACTOR shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the CONTRACTOR shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal

department or agency to be: a) debarred from participation in any federally assisted Award; b) suspended from participation in any federally assisted Award; c) proposed for debarment from participation in any federally assisted Award; d) declared ineligible to participate in any federally assisted Award; e) voluntarily excluded from participation in any federally assisted Award; or f) disqualified from participation in any federally assisted Award. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

“The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

CONTRACTOR agrees to flow down all obligations imposed upon CONTRACTOR by the Contract to any sub-consultants, and to include a similar requirement to flow down said requirements to any lower tier consultants.

CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to CONTRACTOR or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the CONTRACTOR, to the extent the Federal Government deems appropriate. The CONTRACTOR agrees to include this clause in each

subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that this clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

The CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased by the CONTRACTOR. The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, CONTRACTOR shall in writing request TCTD to resolve the conflict. CONTRACTOR shall specify if the conflict(s) create a problem for the design or other services required under the Contract.

#### **D. Reporting Requirements**

CONTRACTOR shall comply with the reporting requirements of TCTD including but not limited to Progress, Status and Performance reports necessary to support progress payments or cost reimbursements.

#### **E. Records Maintenance; Access.**

CONTRACTOR, and its subcontractors, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles , generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. In addition, CONTRACTOR shall maintain all other records pertinent to the Contract and the Project and shall do so in such a manner as to clearly document CONTRACTOR 's performance.

TCTD and the federal government and their duly authorized representatives shall have access, and CONTRACTOR shall permit the aforementioned entities and individual’s access, to such fiscal records and other books, documents, papers, plans and writings of CONTRACTOR that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts.

CONTRACTOR shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later.

CONTRACTOR shall indemnify, save, protect and hold harmless State and TCTD from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement.

## **F. Patents; Copy Rights; Rights in Data**

Any discovery or invention that arises during the course of the Contract shall be reported to TCTD. The CONTRACTOR shall promptly disclose inventions to TCTD, within 2 months, after the inventor discloses it in writing to the CONTRACTOR's personnel responsible for patent matters. The rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and FAR Part 27. The CONTRACTOR shall comply with the requirements and regulations for Copy Rights and Rights in Data pursuant to FAR Part 27.

## **IV. CONSTRAINTS**

The CONTRACTOR agrees:

- A.** If the services to be provided pursuant to this Contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.
- B.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- 1.** CONTRACTOR shall:
    - a.** Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this Contract.
    - b.** Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.
    - c.** Not permit any lien or claim to be filed or prosecuted against TCTD on account of any labor or material furnished.
  - 2.** If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing TCTD may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this Contract.
  - 3.** The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
  - 4.** The CONTRACTOR shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages

of the CONTRACTOR's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

6. All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

## **V. OWNERSHIP**

Upon fulfillment of the Contract Terms, DISTRICT will have legal title to, and rights to use the entirety of the documents, images, and data used to create the plan, (collectively referred to as "the work") without limitation. This includes the right to use the work in contexts including, but not limited to: (1) public relations, press releases, or publicity; (2) re-use or modification of the work; and (3) use as a teaching aid or continuing education tool.

## **VI. INSURANCE REQUIREMENTS**

### **A. GENERAL.**

CONTRACTOR shall i) obtain 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 the Contract commences, and ii) maintain the insurance in full force throughout the duration of the Contract. 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 TCTD and State.

### **B. 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 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:

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:

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).

**B. EXCESS/UMBRELLA LIABILITY.**

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

**C. ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include TCTD and 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 Contract. 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 TCTD.

**D. "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 Contract, for a minimum of twenty-four (24) months following the later of : (i) the CONTRACTOR's completion and TCTD's acceptance of all Services required under the Contract or, (ii) the expiration of all warranty periods provided under the Contract. 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 TCTD and State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If TCTD and State approval is granted, the CONTRACTOR shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**E. NOTICE OF CANCELLATION OR CHANGE.**

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

**F. CERTIFICATE(S) OF INSURANCE.**

CONTRACTOR shall provide TCTD with a certificate(s) of insurance for all required insurance before the CONTRACTOR performs under the Contract. 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.

**VII. SUBCONTRACTS**

The CONTRACTOR shall be responsible to TCTD for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

CONTRACTOR agrees to flow down all obligations imposed upon CONTRACTOR by the Contract to any subcontractor or sub-consultants, and to include a similar requirement to flow down said requirements to any lower tier subcontractors or consultants.

**VII. AMENDMENT**

**A.** This Contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Tillamook County Transportation District, acting as fiscal agent for the TCTD.

**B.** This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

**VII. INDEMNITY**

**A.** The CONTRACTOR agrees to indemnify, hold harmless and defend TCTD, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property to the extent caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR's subconsultants, employees or agents.

**B.** CONTRACTOR shall 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 CONTRACTOR or any its officers, agents, employees or subcontractors ("Claims"). It is the specific intention 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 CONTRACTOR from and against any and all Claims. CONTRACTOR, nor any attorney engaged by CONTRACTOR, 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 CONTRACTOR is prohibited from defending State or that CONTRACTOR 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 CONTRACTOR if State elects to assume its own defense.

The undersigned, by its signature, agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:

**Tillamook County Transportation District**  
3600 Third Street, Suite A  
Tillamook, OR 97141

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name/Title (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax Number

\_\_\_\_\_  
CCB License # (if applicable)

\_\_\_\_\_  
Oregon Business Registry

\_\_\_\_\_  
Entity Type/State of Formation

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name/Title (Printed)

\_\_\_\_\_  
Date

Approved as to Form

\_\_\_\_\_  
District Counsel

