

**AGREEMENT FOR
PROFESSIONAL TRANSIT MANAGEMENT CONSULTING SERVICES
BCB, LLC *BELIEVE CREATE BUILD***

THIS AGREEMENT ("Agreement"), is made between Yamhill County, a political subdivision of the State of Oregon ("County") and BCB, LLC *Believe Create Build*, an Oregon limited liability company, located at 14138 S Caufield Road, Oregon City, OR 97045("Contractor")

RECITALS:

- A. County, through its Yamhill County Transit Agency, an ORS 451 County Service District, furnishes and operates public transportation services. In order for County to provide these public transportation services it is necessary for County to contract with a qualified consultant with training and expertise in professional transit management services.
- B. County conducted a competitive request for proposal process to select the most responsive responsible proposer to provide transit management consulting services and Contractor was the lowest responsible bidder.
- C. Contractor is qualified to provide the required professional transit management services and to perform the duties required by County and imposed by this Agreement. County and Contractor desire to enter into this Agreement and County is authorized to enter into this Agreement under ORS 203.010(3). NOW, THEREFORE

AGREEMENT

In exchange for the promises and other consideration as set forth below, the receipt and sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

SECTION 1 SERVICES OF CONTRACTOR.

1. Contractor agrees to perform the following services (the "Services"):

See Exhibit A

Any additional work beyond the Services may be negotiated individually at Contractor's hourly rate or at a negotiated project rate.

SECTION 2 COUNTY'S DUTIES. County shall provide the following items during the duration of this Agreement.

1. If any Services are provided at County offices, County shall provide the office space, terminals, telephone, office equipment, office furniture, computer hardware and software, and fixtures necessary to perform Services.

SECTION 3 INDEPENDENT CONTRACTOR. Contractor is engaged hereby as an independent contractor, and will be so deemed for purposes of the following:

1. Contractor will be solely responsible for payment of any federal or state taxes required as a result

of this Agreement. County will not withhold any state or federal income taxes from payments owed Contractor.

2. As an independent contractor, Contractor acknowledges and agrees that Contractor is not entitled to any benefits granted to County employees. Without limitation, but by way of illustration, the benefits which are not granted to Contractor include 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 as otherwise required by law.
3. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If Contractor has the assistance of other persons in the performance of this Agreement, Contractor will qualify and remain qualified for the term of this Agreement as a carrier-insured employer or a self-insured employer under ORS 656.403 et. seq.

SECTION 4 COMPENSATION; PAYMENT SCHEDULE. Contractor will provide the Services for a flat fee of \$7,000.00 per month, beginning July 1, 2015 and continuing through the end of June, 2016. Contractor shall be compensated in the total amount of \$84,000.00 for Services rendered under this Agreement, which amount shall also be the maximum not-to-exceed amount to be paid under this Agreement unless this Agreement is amended in a writing signed by both parties. The above rates are inclusive of any per diem rates described on Exhibit A. Any expenses incurred by Contractor in the performance of the Services under the terms and conditions of this Agreement not specifically provided for herein shall be the sole and separate responsibility of Contractor, unless preapproved in writing by County. The only compensation due Contractor is specifically stated in this Agreement. Upon request of County, but in no event less frequently than monthly, Contractor will provide written documentation of completed and ongoing tasks, hours and deliverables. Contractor shall submit monthly invoices by 25th of the month and, following receipt, review and approval of such invoices (in its sole discretion), County will issue bi-monthly checks for \$3,500.00 on approximately the 1st and 15th of each month or on the dates that best coincide with the County's standard billing cycle. Beginning July 1, 2016, and unless otherwise terminated in accordance with Section 8, Contractor's fee shall increase by 5% effective July 1 of each year this Agreement remains in effect.

SECTION 5 INDEMNIFICATION. CONTRACTOR AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS AND ACTIONS, LIABILITIES, DAMAGES OR EXPENSES RESULTING THEREFROM, INCLUDING COURT COSTS, ALLEGING INJURIES TO PERSONS OR DAMAGE TO PROPERTY OF ANY THIRD PARTY, RELATING TO OR ARISING OUT OF ANY OF THE SERVICES PERFORMED BY CONTRACTOR UNDER THIS AGREEMENT.

SECTION 6 INSURANCE. Contractor, at Contractor's own expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this Agreement plus two years):

1. Workers' Compensation Insurance in compliance with statutory requirements;
2. Commercial General Liability Insurance (including contractual liability and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis,

with not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$2,000,000;

3. Professional Liability Insurance, including errors and omissions coverage, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by County or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to provision of the Services;
4. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the Services;

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to County. At County's request, Contractor shall furnish County with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to County.

The Commercial General Liability and Commercial Automobile Liability shall (i) name County, its directors, officers, and employees, as additional insureds, (ii) provide that it is primary insurance with respect to the interests of County and that any insurance maintained by County is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

SECTION 7 PRIVATE BUSINESS. Contractor shall not operate any private business from any County property, nor shall Contractor utilize any County property for Contractor's private business, except to perform the Services described in this Agreement. However, phone calls received or made by Contractor using County equipment and while on County property shall be allowed only on an emergency, occasional basis. If a long distance telephone call is made on an emergency, occasional basis, it shall be charged to Contractor's private business telephone number or credit card.

SECTION 8 TERM; TERMINATION; DEFAULT.

1. Term. Unless terminated in accordance with subsection (2), the term of this Agreement is from July 1, 2015 through June 30, 2018 and supersedes any prior agreements between the parties. Thereafter, this Agreement may be renewed for up to two additional one year terms by written notice of renewal provided by County and received by Contractor not less than 60 days prior to the date of expiration of the then current term.

2. Termination. Either party may terminate this Agreement on thirty (30) calendar days written notice to the other party. In addition, in the event County no longer receives funds adequate to enable it to continue this Agreement, it will provide written notice of immediate termination of this Agreement to Contractor. Upon issuance of notice, this Agreement is terminated. However, any obligations existing at the time of termination will survive termination. Contractor shall not make expenditures, enter into agreements, or encumber funds in its possession, or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County. Termination shall not excuse liabilities incurred prior to the termination date.

3. Default. If Contractor defaults in the performance of any of its material obligations under this Agreement for a period of thirty (30) days after the County sends notice of such default to the address on this Agreement, County may, at its option, terminate the Agreement, such termination to be effective immediately upon expiration of the thirty day notice period; provided, however, that in the event Contractor provides written notice to County that the default cannot reasonably be cured by Contractor within said thirty (30) day period and the Contractor provides written certification that it is, in good faith, endeavoring to cure said default, then the thirty (30) day cure period shall be extended for an additional reasonable period to allow for such cure, but any such extended period shall not exceed 30 additional days, unless otherwise mutually agreed in writing by both County and Contractor.

SECTION 9 CONFIDENTIALITY. Contractor acknowledges that Contractor may, in the course of its performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County's clients. Any and all (i) County or County client information, (ii) information provided by County and marked confidential, or (iii) information identified as confidential in a separate writing, that becomes available to Contractor in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items, including software, that result from Contractor's use of the Confidential Information are also deemed Confidential Information. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of Contractor's own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit A. Contractor agrees that, upon termination of this Agreement or at County's request, Contractor will turn over to County all documents, papers and other matter in Contractor's possession that embody Confidential Information.

SECTION 10 COMPLIANCE WITH APPLICABLE LAWS. Contractor agrees to comply with the rules and regulations of County, applicable state and federal regulations and all other provisions of state and federal law relating to Contractor's performance of Services under this Agreement. To the extent applicable Contractor certifies it will comply with ORS 279B.220 through 279B.235, which provisions are hereby incorporated into this Agreement by reference. Contractor will provide services to County clients without regard for race, color, creed, religion or national origin in compliance with Title IV, Civil Rights Act, 1954.

SECTION 11 SUBCONTRACTS; ASSIGNMENT. Contractor shall not enter into any subcontracts for any of the Services required under this Agreement without County's prior written consent. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld).

SECTION 12 GOVERNING LAW; VENUE. This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of Oregon without regard to its conflicts of laws rules. Any claim, action, suit or proceeding between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Oregon for Yamhill County. **CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THIS FORUM IS AN INCONVENIENT FORUM.**

SECTION 13 COUNTERPARTS. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

SECTION 14 WAIVER AND CUMULATIVE REMEDIES. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

SECTION 15 ATTORNEY FEES. In the event of legal suit or action, including any appeals therefrom, brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions under this Agreement, each party shall pay their own attorney's fees and costs incurred in the suit or action, including investigation costs, expert witness fees and all costs of depositions.

SECTION 16 SEVERABILITY. If any term of this Agreement is held to be invalid or unenforceable, it shall be severed from this Agreement and the balance of the Agreement shall be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

SECTION 17 NO THIRD PARTY BENEFICIARIES. Except as expressly provided herein, nothing contained in this Agreement is intended, nor shall it be construed to create rights for the benefit of third parties.

SECTION 18 INTEGRATION CLAUSE. This Agreement constitutes the entire agreement of the parties. No modifications of the Agreement shall be allowed except in a written document signed by all the parties.

SECTION 19 EXHIBITS AND RECITALS. All exhibits and schedules referenced herein are incorporated herein. The recitals set forth above are incorporated into this Agreement as a material and substantive part of this Agreement.

SECTION 20 Time Essence. Time is of the essence in the performance of this Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth adjacent to their signatures below.

BCB, LLC BELIEVE CREATE BUILD


Cynthia Thompson
Title: Perennial
Date: 6-26-15

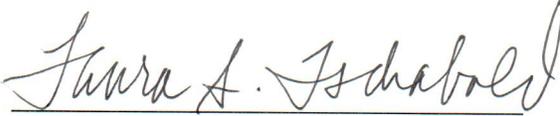
SS# /Tax ID#: 47-3016661

APPROVED AS TO FORM:

By: 
CHRISTIAN BOENISCH, County Counsel

YAMHILL COUNTY, OREGON


ALLEN SPRINGER, Chair
Board of Commissioners
Date: 6-29-15

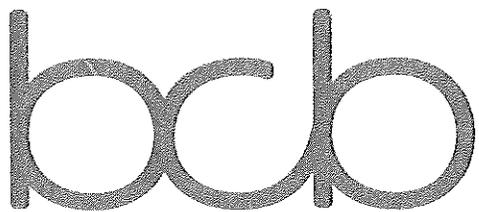

LAURA TSCHABOLD, County Administrator
Date: 6/29/15

Accepted by Yamhill County
Board of Commissioners on
6.25.15 by Board Order
15-211

EXHIBIT A

SERVICES

(see attached)



BELIEVECREATEBUILD

June 15, 2015

Mailing Address:

3055 NW Yeon #4

Portland, Oregon 97210

Business Address:

14138 S Caufield Road

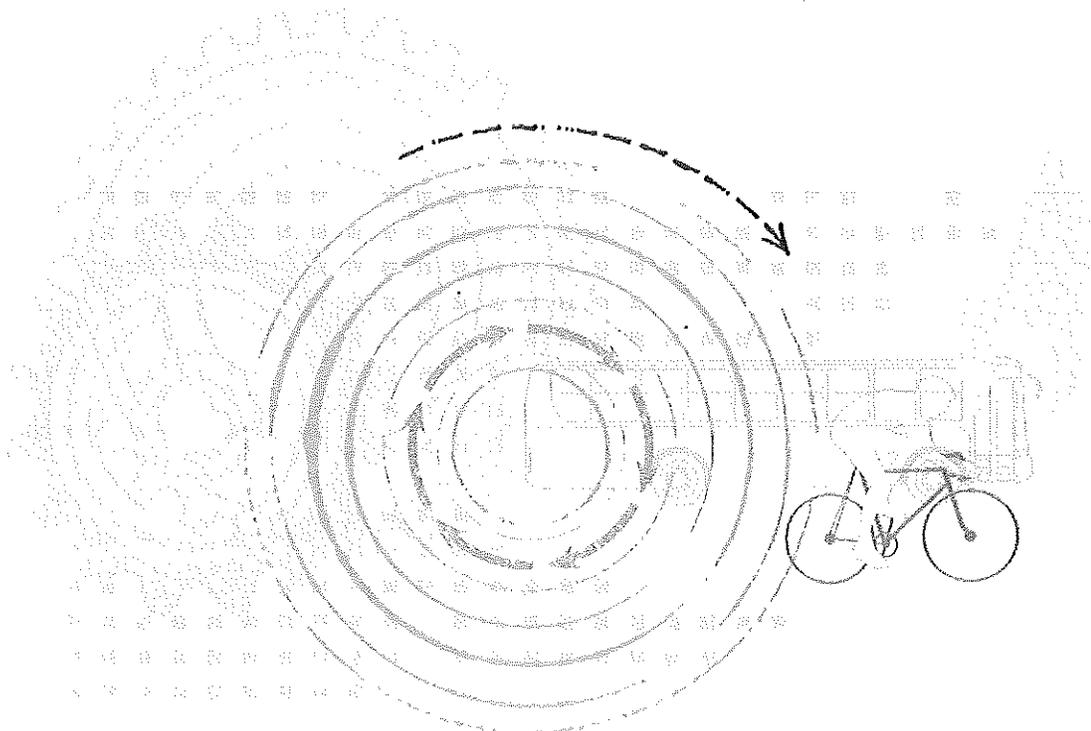
Oregon City, Oregon 97045

Proposal for

Yamhill County Oregon

Request for Proposals for

Transit Service Management Consulting Services





3055 NW Yeon #4
Portland, Oregon 97210
503-995-7965

June 15, 2015

Yamhill County
Laura Tschabold
Administrator
434 NE Evans Street
McMinnville, Oregon 97128

Re: RFP - Transit Service Management Consulting Services

Dear Ms. Tschabold,

BCB LLC *Believe Create Build* is pleased to submit a proposal for Transit Service Management Consulting Services. The timing is perfect for this project and provides an opportunity for me to focus on my passion, community transit. I believe my years of experience in the transit industry make me a perfect candidate for this project and will result in benefits to Yamhill County.

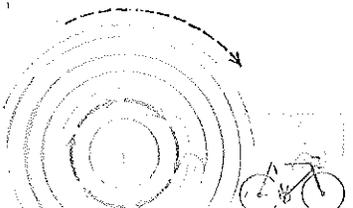
In my role as consultant I have assisted numerous Oregon transit systems to accomplish their goals in the area of transit service delivery, grant management, compliance, strategic planning and a wide range of transit related objectives. If selected for this project, I will draw on my years of experience to bring Yamhill County Transit Area creative solutions, strong leadership, and efficient management of transit service. In addition, it is always my goal to bring creative and innovative approaches that encourage use of transit, and it is central to BCB's mission to Believe, Create, and Build a better transportation future.

Thank you for the opportunity to bid on this exciting project and if BCB is selected for this project I am confident the County will be pleased with the outcome.

Sincerely,

Cynthia

Cynthia Thompson
Principal, BCB LLC



Believe, create, and build a better transportation future.

TABLE OF CONTENTS

Proposal Cover Sheet	3
Description of Firm or Organizations' Capabilities and Experience	4-5
BCB Client References	6-8
Experience with Transit Service Operations	9-11
Description of Personnel to be Assigned to the Project	12
Cost and Fees	13-14
Certifications (Exhibits A, B, and C)	14
Diversity in Employment and Contracting Requirements	15
Recyclable Products	15

PROPOSAL COVER SHEET

1. Submittal Information

This proposal is being submitted by the following firm:

Firm Name BCB LLC Believe Create Build

The attached proposal is in response to the RFP for Transit Service Management Consulting Services, May 22, 2015.

X Full Scope of Work

2. Contract Information

Lead submitting firm:

Full Business Name: BCB LLC Believe Create Build

Mailing Address: 3055 NW Yeon Avenue #4
Portland, Oregon 97210

Business Address: 14138 S Caufield Road
Oregon City, Oregon 97045

Local Address: Willamette Wine Country RV Park
16205 SE Kreder Road
Dayton, Oregon 97114

Federal Tax Identification Number: 47-3016661

State UBI (or other identity) Number: State Business Registry 1083529-98

For any clarification concerning this proposal, please contact

Name: Cynthia Thompson

Telephone/Email: 503-995-7965 cynthia@bcbconsulting.net

^ Description of Firm or Organizations' Capabilities and Experience

Proposals shall include a description of the organization or firm including its legal status, authority and or licenses to operate. The description shall include the major business functions, history, and organizational structure including location of firm's headquarters and major offices, management organization with names and locations of manager(s) for this project. The description shall include a list of current and past clients for which similar transit service management consulting services have been provided. Such client list shall include references, including the client organization name, address, contact person, telephone number, number of vehicles operated for client, etc. The Proposer's responsibilities for the client and years that service was provided should also be identified.

Background/Organizational Structure

BCB LLC Believe Create Build (BCB) formed in 2015 as an Oregon Limited Liability Corporation (LLC). Cynthia Thompson is the Principal and has been in business as a women owned business since 2007, formerly as BCB Consulting Inc. operating as an S Corp. BCB Consulting Inc. employed 1 - 4 employees from 2007 – 2014 and utilized a team approach to projects and hired professional transit sub-contractors when necessary to accomplish client goals.

Experience

Cynthia Thompson, Principal has over 25 years of in-depth knowledge and experience in the transportation industry. BCB staff involvement in policy, planning, funding, and delivery of public transportation services and programs designed to reduce vehicle miles traveled has led to unique, one of a kind transportation projects. Creative and innovative projects encouraging transit, biking, and walking are central to BCB's mission to *Believe, Create, and Build* a better transportation future. *(Project examples section B)*

BCB staff experience includes all aspects of transit management and fiscal responsibility for multi-million dollar programs and projects. In addition to experience with the federal and state requirements for the transit industry and day to day transit administration, operations, fleet management, and grant management, BCB has distinctive skills in implementation of innovative projects and building partnerships in unlikely places. BCB received awards and recognition for start-up projects, school and education programs, neighborhood relations, multi-agency programs, marketing, communications, and neighborhood relations.

Working Knowledge

The seven year ownership of BCB Consulting, Inc. and BCB LLC has resulted in two five year transit management contracts and multiple planning, grant, and compliance contracts including transit management services for the City of Wilsonville, South Metro Area Regional Transit SMART, City of Canby, Canby Area Transit CAT, Molalla, South

Clackamas Transportation District (SCTD), Ride Connection, Portland and other non-transit clients.

Prior to the inception of BCB Consulting and BCB LLC, Ms. Thompson served five years as City of Portland Transportation Options Division Manager, spent five years as SMART Transit Director and five years as Manager of Basin Transit in Klamath Falls. Prior to her career in the transit industry, Cynthia worked in the printing and advertising industry in San Francisco, California.

BCB brings years of experience working in Oregon with various agencies, boards, committees, commissions and associations.

Boards/Commissions/Associations & Affiliations of BCB Consulting, Inc.
(Current and past):

- METRO Regional Transportation Options Advisory Committee
- Board of Directors Oregon Transit Association
- President Oregon Transit Association
- Board Member Transportation Options Group of Oregon
- Community Transportation Association of America
- American Public Transit Association
- Special Transportation Fund Advisory Committee- Portland
- Elderly & Disabled Transportation Plan Advisory Committee

BCB staff received numerous awards and recognitions for their work, dedication, leadership and successful project implementation.

Currently, BCB LLC is owned and operated by Cynthia Thompson as principal and sole proprietor. She decided to scale back the number of major contracts and is focusing on her passion, managing community transit systems. Her familiarity and experience with all aspects of community transit make her an ideal candidate for this Yamhill County project.

BCB LLC is not currently certified as a Disadvantaged Business Enterprise (DBE) but plans to seek certification by 2016.

BCB (Transit Management) CLIENT REFERENCES

Organization: Yamhill County
Yamhill County Transit Area
Address: 535 NE 5th Street
McMinnville, Oregon 97128
Contact: Chuck Vesper
Phone/email: 503-434-7501
vesperc@co.yamhill.or.us

Project Description: Vehicles Operated; 27
Transit Management Services
Grant Management
ODOT Compliance Preparation

Key Staff: Cynthia Thompson
Time Period: Feb, 2015 – June 2015 (Current)

Organization: City of Canby
Canby Area Transit
Address: PO Box 930
Canby, Oregon 97013
Contact: Beth Saul (retired) 2007 project
Phone/email: maewest@bctonline.com
Julie Wehling Transit Manager -2014 project
503-266-4022 ext 251

Project Description: Vehicles Operated; 13
Transit Management Services
Grant Management
Canby Transit Master Plan
Service Redesign, Rebranding
Title VI and Limited English Proficiency Plan (2014)

Key Staff: Cynthia Thompson, Julie Wehling (2007-10)
Cynthia Thompson, 2014
Time Period: 2006-2010 and 2014

BCB (Transit Management) CLIENT REFERENCES

Organization: South Clackamas Transportation District
Molalla, Oregon
Address: PO Box 517
Molalla, Oregon 97038
Contact: Shirley Lyons
Phone/email: 503-351-9421 slyons@sctd.org

Project Description: Vehicles Operated; 6
FTA/ODOT Compliance
Procurement Plan
Civil Rights Plan
Disadvantaged Business Enterprise Plan
ADA Compliance
Asset Management Plan
Web Site Improvements

Key Staff: Cynthia Thompson
Time Period: 2013-2014

Organization: Ride Connection
Address: 9955 NE Glisan
Portland, Oregon 97220
Contact: Elaine Wells, Executive Director
Phone/email: 503-528-1725 elainew@rideconnection.org

Project Description: Vehicles: 50-75
Fund Development Officer
BETC
Oregon New Market Tax Credit
Fund Development Strategy

Key Staff: Cynthia Thompson
Time Period: Sept 2012-June 2014

BCB (Transit Management) CLIENT REFERENCES

Organization: City of Wilsonville
South Metro Area Regional Transit
Address: 2799 SW Town Center Loop East
Wilsonville, Oregon 97070
Contact: Arlene Loble- City Manager (retired)
Phone/email: 503-477-7920, 503-806-6458 (Cell) abloble@yahoo.com

Project Description: South Metro Area Regional Transit (SMART)
Vehicles: 35, 50 employees
Transit Director
Transit Management Services
Grant Management
(5307, 5309, 5316, 5317, 5310, STF, STO, JTA, TDM, RTO)
Employer Outreach
Marketing, Rebranding
Service Redesign
Commuter Rail Campaign-WES Grand Opening
Connect Oregon II & III Grants
BETC

Key Staff: Cynthia Thompson, Jon Putman, Patty Fink
Time Period: 2007-2012

Organization: City of Wilsonville
Address: 29799 SW Town Center Loop East
Wilsonville, Oregon 97070
Contact: Kristin Retherford
Title: Urban Renewal Director
Phone/email: 503-570-1539, Retherford@ci.wilsonville.or.us

Project Description: Vehicles: N/A
(Transportation options project not transit management)
Wilsonville Road/I-5 Interchange
Bike and Pedestrian Enhancement Project
Beauty and the Bridge (large scale community art project)
Bike and Pedestrian Capital Improvements and Public Art

Key Staff: Cynthia Thompson, Jon Putman, Nicole Sensabaugh
Time Period: 2007-2012

B. Experience with Transit Service Operations:

The Proposer shall describe its experience in providing transit service management consulting services and its capabilities to undertake a similar project with Yamhill County. Reference Information should be provided as well.

Capabilities:

To provide creative solutions, strong leadership, and efficient management services, Cynthia will draw on experience gained through her career in the public sector working with government agencies, non-profits and specifically public transportation agencies and the diversity of projects she has managed since the inception of BCB.

Cynthia has managed three Oregon transit systems and the Transportation Options Division for the City of Portland. In her role as consultant she has assisted six Oregon transit systems to accomplish goals in the areas of compliance, technical assistance, fund-raising, grant management, marketing, and a wide range of transit management services.

Virtually all projects referenced have been completed within the assigned budget and schedule. Cynthia's past experience allows her to anticipate issues and implement solutions in a timely manner.

Transit Management Project Descriptions

Project: Canby Area Transit Management Services

Client: City of Canby- Canby Area Transit (CAT)

2014 ODOT Compliance

In 2014 the City of Canby/CAT contracted with BCB to develop and update their Civil Rights Plan to be in compliance with FTA/ODOT standards. This included a limited English proficiency plan and outreach to the Spanish community.

2006-2010 Transit Director

Served as Transit Director from 2006-2010 and managed a budget of \$2 million dollars, provided management and oversight of the Transit Service Provider (OHAS). BCB developed a long range Transit Master Plan which aided the City Council in developing informed strategic decisions about the transit system. BCB provided leadership and guidance while implementing major service changes to address funding constraints. In addition, secured over \$2 million in funding for CAT's capital and operating needs and developed a new image, and logo for the system.

BCB hired a sub-contractor, Julie Wehling, JWL Consulting to provide additional support and BCB assisted in establishing a relationship between JWL and the City of Canby. When BCB's contract ended the City continued working with JWL Consulting and recently hired Julie Wehling as their Transit Director employee.

Project: **SCTD FTA/ODOT Compliance**

Client: South Clackamas Transportation District (SCTD)
Molalla, Oregon

2014 5303 Planning Grant

In April, 2014 SCTD contracted with BCB to prepare and submit a 5303 planning grant to Oregon Department of Transportation to provide funding for a new administration facility for SCTD.

2013 ODOT Compliance

In 2013 SCTD contracted with BCB to respond to FTA/ODOT compliance report deficiencies and requirements. This project included preparing the following compliance documents/reports/plans.

- Procurement Policy and Procedures Manual
- Asset Management Plan
- Civil Rights Plan –Title VI, Limited English Proficiency Plan and Outreach
- Disadvantaged Business Enterprise (DBE) plan
- ADA Policy and Procedures (Deviated Fixed Route System)

Project: **Chief Development Officer**

Client: Ride Connection, Portland, Oregon

2013-2014 Chief Development Officer

Ride Connection a non-profit transportation organization specializing in transportation for older adults and people with disabilities contracted with BCB Consulting to develop a planned giving program and serve as Chief Development Officer. This project included:

- A long range fund development strategy to ensure diverse sustainable funding for Ride Connection over the next twenty years
- Finalized four business energy tax credit projects resulting in over \$400,000 in revenue for Ride Connection
- Secured \$500,000 in Oregon New Market Tax Credits
- Managed annual fundraising event resulting in over \$53,000 for the organization a 100% increase over prior years.

Project: **Project Manager Wilsonville Road/Beauty and the Bridge**

Client: City of Wilsonville

2007-2012 Project Manager

The City of Wilsonville contracted with BCB Consulting to serve as project manager for an SDC funded \$1,000,000 bicycle and pedestrian improvement project that included a large scale community art project in conjunction with an ODOT Wilsonville Road interchange project. BCB served as liaison between the City of Wilsonville, Oregon Department of Transportation, and the West Linn/Wilsonville school district. BCB hired a team of professionals consisting of 15 sub-contractors. BCB led, designed, developed,

and managed all aspects of this large scale community art project from feasibility study conducted in 2008 through installation in 2012.

This project known as *Beauty and the Bridge* involved five Wilsonville schools and over 1000 students from 3rd grade through 12th grade who were commissioned as "artists" and over a period of two years contributed over 10,000 man hours. Students painted over 4000 12" x 12" porcelain tiles that were transformed into (2) 360 foot murals of a fantasy oak tree embracing over 80 species of local flora and fauna depicted in the students' art. Sixteen walls of high quality art established a new gateway to the community. The grand opening celebration was held October, 2012. (Project images website links below)

<http://www.otak.com/portfolio/roadwaybridge/i-5-wilsonville-road-interchange/>

<http://www.ci.wilsonville.or.us/383/I-5-Artwork---Beauty-the-Bridge>

The SMART scope of work is the most relevant to the Yamhill County Scope of work.

Project: **SMART Transit Management Services.**

Client: City of Wilsonville/South Metro Area Regional Transit SMART

2008-2012 Transit Director and Special Projects Manager

BCB served as Transit Director for the City's transit department also known as SMART from 2008-2012. BCB managed a budget of over \$7 million dollars and managed 54 city/transit employees. The accomplishments were unprecedented at SMART from 2007-2012 including but not limited to the following;

- Submitted \$20 million in grant and BETC requests resulting in over \$6 million secured for SMART operating and capital projects. Including;
 - Connect Oregon II and III resulting in funding for a new administration and maintenance facility- completed in 2014
- BCB managed 2008 and 2011 Federal Transit Administration triennial reviews
- The TMP was in limbo for over 2 years due to lack of support by the business community and City Council. In under a year, BCB implemented a strategic communications and outreach plan to the business community and developed an educational video; resulting in adoption of SMART's Transit Master Plan and implementation of a payroll tax increase.
 - Tax increase from .033 % to .5 % per \$1000 resulting in over \$1.5 million annual revenue making it possible for SMART to implement service redesign to meet the region's new commuter rail trains and to complete the new transit center hub, *SMART Central @ Wilsonville Station*.
 - 450 space park and ride and employee break-room including a grant funded artistic landmark clock tower.
- BCB developed and implemented a re-branding of the SMART system which included a new image, logo, bus graphics, a travel guide brochure, bus schedules, maps and upgraded customer information and amenities at over 150 bus stops and at SMART Central @ Wilsonville Station.

C. Description of Personnel to be Assigned to the Project

Proposals shall include a description of experience and qualifications of the supervisory personnel assigned to manage the project successfully detailing the positions and the number of employees in each position. In addition, the proposal shall identify by name and describe the experience and qualifications for the individual assigned locally to manage and assist in managing the project. A resume for each person having a supervisory role must be included.

Personnel Assigned to Project

Project Manager: Cynthia Thompson
Principal
BCB LLC Believe Create Build
Resume included in packet

Cynthia will solely manage this Yamhill County project and has the capability to manage and accomplish the activities outlined in the scope of work. BCB has relationships with numerous experienced transit industry consulting firms. If necessary during the term of this contract to meet Yamhill County goals or deadlines outside the normal scope of work, BCB can hire professional transit industry sub-contractors to provide additional support.

BCB is committed to its clients and Cynthia keeps the number of major contracts to a manageable level so she can dedicate her full attention to each client. Yamhill County will be BCB's primary contract and county and First Transit staff will have immediate access by phone and email to Cynthia Thompson, Principal. She values face to face meetings as much as possible, so she will establish a work plan that includes regular meetings with staff to respond to questions and provide regular updates.

Cynthia will provide the services outlined in the scope of work and coordinate with personnel to facilitate ongoing operation of public transit services in Yamhill County. She will be available by phone and email during YCTA operating hours and on-site a minimum of 15 days per month. BCB will ensure to accommodate any required meetings with advisory committees, Board of Commissioners, County Administration or other local or state meetings.

D. Cost and Fees

Proposers must provide a breakdown of proposed costs and fees for the Services, including all proposed hourly rates for each participating employee, as well as any estimated reimbursable costs. Additional costs that may be incurred as a result of Yamhill County directed scope modifications, whether additions or deletions shall be calculated by the hourly rate as presented in the Proposal. Proposers shall include all project costs and fees as part of their completed Proposal, including management and supervisory costs.

BCB LLC Believe Create Build	Roles	Hourly Rate
BCB Consulting –C. Thompson	Principal	\$150
	Market Research	\$95
	Planner	\$130
	Administrative	\$85
	Project Management	\$90-\$110
	Communication Facilitation	\$80-\$120
	Field Experts-Technical Advisors	\$120-\$200

In the past BCB had multiple projects simultaneously and hired transit professional sub-contractors to accomplish various aspects of client scopes. The hourly rates above reflect the variety of team members typically partnering with BCB to accomplish client goals.

The change from an S corp. to an LLC marked a shift in focus for BCB and back to its core mission; **transit management for community transit systems**. A secondary goal was to reduce work load from 60+ hour weeks to a more manageable and flexible schedule to accommodate Cynthia's personal life. This creates a challenge when explaining BCB's cost and fees because at the Principal's hourly rate of \$150 it exceeds the management budget for the YCTA Manager position. Yet, the Principal rate is well within industry standard for Cynthia's level of experience.

BCB had the opportunity to spend five months working for Yamhill County on a limited scope of work and BCB's flat rate fee resulted in approximately 70% compensation for actual hours worked. Yet, the good news is Yamhill County goals to find a management consultant who can provide quality transit management services within existing resources and BCB's goal for flexibility are well aligned.

Cynthia is well aware of the work load that comes with this scope of work yet her years of experience make it possible for her to provide quality management services and manage the scope of work efficiently and effectively in less time than a less experienced full time manager. The County could go down the traditional path and hire a full time manager for the standard salary range of \$60,000 to \$90,000 plus benefits with a cost of \$90,000 to \$120,000 to the agency.

BCB proposes the following:

Task	Monthly Flat Rate	Outside Scope	Hours Annual	Hourly Rate	Total	Notes
A. Service Provider Oversight	✓		168	\$150		
B. Administration	✓		180	\$85		
C. Financial Management	✓		264	\$150		
BETC		✓		\$150		15 hours included in current scope
Special Grants/Projects		✓				Develop Scope as needed
D. Advisory Committees	✓		180	\$85		Hours over 10 per month
E. Marketing	✓		100	\$85		Results based on budget resources available
F. Planning	✓		120	\$150		Hours over 10 per month
G. ODOT Compliance		✓	100	\$150		
Total Hours			1112			
Sub-Total Fees	\$7000 /month				\$84,000	BCB Proposed Annual Rate
Outside Scope		\$15,000			\$15,000	ODOT Compliance
5% annual increase on July 1						

E. Certifications (Exhibits A, B, and C)

The Proposer shall certify and sign Exhibits A and B and include Exhibits A, B and C in their proposal.

Exhibits A, B, and C are enclosed in packet

Diversity in Employment and Contracting Requirements

It is the policy of BCB to affirmatively implement equal opportunity to all qualified employees and applicants for employment without regard to race, creed, color, sex, religion, sexual orientation, age, national origin, veteran, or disabled status.

In the past BCB has teamed with firms such as Trans-Watch and PFF Consulting certified Minority/Women Business Enterprises (M/WBE) and Emerging Small Business (ESB), as certified by the State of Oregon, Department of Consumer and Business Services. As mentioned previously, BCB is planning to seek certification as a Minority/Women Business Enterprise by 2016.

Recyclable Products

BCB printed this proposal on 100% tree free paper made from Sugar Cane fiber.

Exhibit A

Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the County may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the County if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the County.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the County may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal and indicate that it has done so by placing an "X" in the following space _____.

The Contractor, BCB LLC Believe Create Build, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

Cynthia Thompson, Principal Name and Title of Contractor's Authorized Official

6-2-15 Date

Exhibit B

Appendix A, 49 CRF PART 20 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, BOB LLC Better Create Build, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official
Cynthia Thompson, Principal Name and Title of Contractor's Authorized Official
6-12-15 Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity, include Congressional District, if known. Check appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit C

Required Clauses

Charter Service Operations – If applicable, the Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Operations – If applicable, pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Energy Conservation Requirements, 42 U.S.C. 6321 et seq., 49 CFR Part 18- The Contractor agrees to comply with State goals, standards and policies relating to energy efficiency. References include Oregon Revised Statute Chapter 469, the State Energy Plan, and the State Sustainability Plan, issued in compliance with the Energy Policy and Conservation Act.

Clean Water Requirements, 33 U.S.C. 1251 - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Lobbying, 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20 (See 2.9.5)

1. Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]
2. Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)
3. Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A. Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.
4. Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.
5. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The required lobbying certification form, and disclosure form as applicable, are located in Appendix 1 and must be returned for the bid offer to be valid.

Access to Third Party Contract Records; 49 U.S.C. 5325(g), 18 CFR 18.36(i), 49 CFR 633.17 - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(g), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Third party contractors and third party subcontractors, at each tier, further agree to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Work management as determined by FTA. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

Changes to Federal Requirements, 49 CFR Part 18 - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Clean Air, 42 U.S.C. 7401 et seq, 40 CFR 15.61, 49 CFR Part 18

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser

and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

No Federal Government Obligation to Third Parties

1. The Purchaser and 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 the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

False Statements or Claims Civil and Criminal Fraud; 49 CFR Part 31 18 U.S.C. 1001

1. 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.
2. 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination , 49 U.S.C. Part 18

1. **Termination for Convenience (General Provision)** The County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to County to be paid the Contractor. If the Contractor has any property in its possession belonging to the County, the Contractor will account for the same, and dispose of it in the manner the County directs.
2. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. **Opportunity to Cure (General Provision)** The County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from County setting forth the nature of said breach or default, County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. **Waiver of Remedies for any Breach** In the event that County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by County shall not limit County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
5. **Termination for Convenience (Professional or Transit Service Contracts)** The County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
6. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the County may terminate this contract for default. The County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

7. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the County may terminate this contract for default. The County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the County, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and County shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.

8. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the County may terminate this contract for default. The County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the County may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for

any damage to the County resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the County in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

- a. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
- b. the contractor, within [10] days from the beginning of any delay, notifies the District in writing of the causes of delay. If in the judgment of the District, the delay is excusable, the time for completing the work shall be extended. The judgment of the District shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

9. Termination for Convenience or Default (Architect and Engineering) The County may terminate this contract in whole or in part, for the County's convenience or because of the failure of the Contractor to fulfill the contract obligations. The County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

- a. If the termination is for the convenience of the County, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.
- b. If the termination is for failure of the Contractor to fulfill the contract obligations, the County may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the County.
- c. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.

9. Termination for Convenience or Default (Cost-Type Contracts) The County may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the County or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the County, or property supplied to the Contractor by the County. If the termination is for default, the County may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the County and the parties shall negotiate the termination settlement to be paid the Contractor.

- a. If the termination is for the convenience of the County, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.
- b. If, after serving a notice of termination for default, the County determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the County, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Government-Wide Debarment and Suspension (Non-Procurement)

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

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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 County. If it is later determined that the bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, 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 49 CFR 29, Subpart C 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.

Contractors are expected to complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form located in Appendix 1

Contracts Involving Federal Privacy Act Requirements - If applicable, the following requirements shall apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements, 29 U.S.C. Sec. 623, 42 U.S.C. Sec. 2000, 42 U.S.C. Sec. 6102, 42 U.S.C. Sec. 12112, 42 U.S.C. Sec. 12132, 49 U.S.C. Sec. 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. Such action shall include, but

not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 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.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Breaches and Dispute Resolution, 49 CFR Part 18

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Oregon.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprises (DBE), 49 CFR Part 26

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The State's overall DBE Participation Goal is 10%. A separate contract goal has not been established by the County for this procurement.
2. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. 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

County deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

3. The successful bidder/offeror will be required to report its DBE participation obtained through race neutral means throughout the period of performance.
4. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the County. In addition, the Contractor may not hold retainage from its subcontractors.
5. The Contractor must promptly notify the County whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contract may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.
6. A DBE Certification form, located in Appendix 1 is required with all responses.

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause the County to be in violation of the FTA terms and conditions.

Drug and Alcohol Testing

If required, the Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Oregon, or the County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information).

To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the Contractor to use) as its policy statement as required under 49 CFR 655; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

Cargo Preference Requirements, 46 U.S.C. 1241, 46 CFR Part 381

Use of United States-Flag Vessels - The Contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the

FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Fly America Requirements, 49 U.S.C. §40118, CFR Part 301-10

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that the District and subrecipients of the District's Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327 -333 (1999), 29 CFR § 5 (1999), 29 CFR § 1926 (1998)

1. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Recycled Products, 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873

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

National Intelligent Transportation Systems (ITS) Architecture and Standards

The Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by Section 5307(c) of SAFETEA-LU, FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue.

Access Requirements for Persons with Disabilities. The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as

other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act.

In addition, the contractor agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- 1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37 (Rolling Stock);
- 2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- 3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38 (Rolling Stock);
- 4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- 5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- 6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- 7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- 8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
- 9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194;
- 10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609; and
- 11) Any implementing requirements FTA may issue.

Appendix 1

DBE APPROVAL CERTIFICATION

I hereby certify that the Offeror has complied with the requirements of 49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that our goals have not been disapproved by the Federal Transit Administration.

As applicable, bids must also include the following (on separate sheets):

- The names and addresses of the DBE firms that will participate in the contract;
- A description of the work each DBE will perform;
- The dollar amount of the participation of each DBE firm participation;
- Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet the DBE requirement;
- Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
- If there is no DBE participation, evidence of good faith efforts. *Proposal Page 15*



Signature of the Offeror's Authorized Official

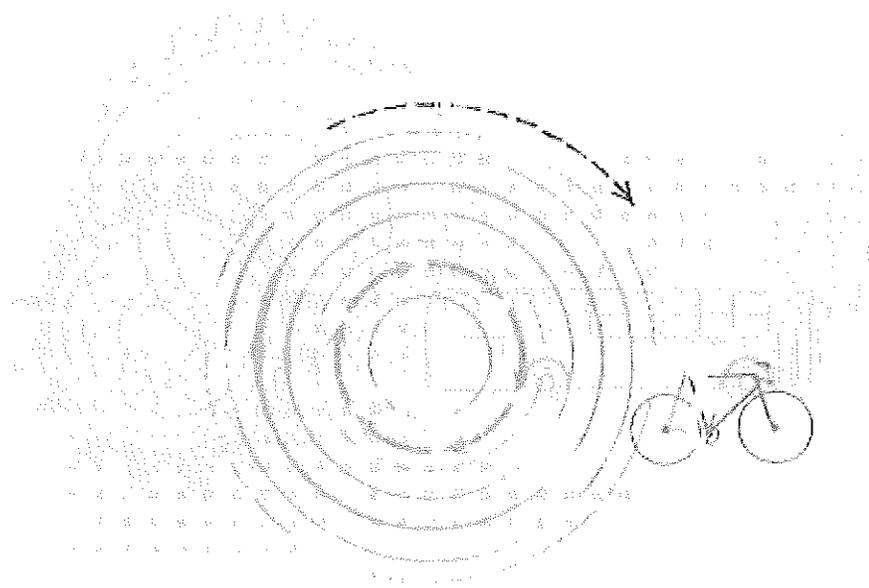
Cynthia Thompson Principal

Name and Title of the Offeror's Authorized Official

6-12-15

Date

BCB Consulting
Cynthia Thompson
Resume
Testimonials





About Cynthia Thompson

Cynthia Thompson Principal, BCB LLC .

For the past 20 years, Cynthia has worked primarily in the public sector managing transit systems and developing transportation options programs. She has extensive management experience and over the course of her career has raised more than \$19 million dollars in grant funds for the programs and projects she directed.

Cynthia has developed and led multi-faceted projects through all phases of development and implementation. She has experience motivating community-wide efforts to develop cooperative programs to meet specified goals. She has been successful in implementing community engagement and marketing programs targeting a variety of audiences.

Creative and innovative projects encouraging biking, walking, and transit are central to BCB's mission to Believe, Create, and Build a better transportation future. She has over twenty years of experience managing all aspects of public transit systems including but not limited to familiarity with federal and state rules and requirements for transit systems, budgeting, strategic planning, operations, fleet management, collective bargaining, system design, branding, and marketing to increase ridership.

During her career, Cynthia has participated in numerous local, state, and national committees. She attended the Oregon Institute of Technology and received awards from the Oregon Transit Association for Transit Manager of the Year (1997) and Transit System of the Year (1997).



BCB LLC

Believe Create Build

3055 NW Yeon #4, Portland, OR 97210

503.995.7965

cynthia@bcbconsulting.net

Believe, create and build a better transportation future.



3055 NW Yeon #4
Portland, Oregon 97210
503-995-7965

Cynthia Thompson

2004-Present Owner/Principal

BCB LLC Believe Create Build, Portland, Oregon

Contract Highlights

August 2014 – December 2014 Canby Area Transit (CAT)

Prepared a civil rights Title VI plan to comply with federal regulations.

Scope included;

- Title VI plan
- Limited English Proficiency Plan
- Assist with community outreach to Limited English Proficient populations

2013 – 2014 South Clackamas Transportation District (SCTD)

Prepared the following audit compliance documents/reports/plans;

- Procurement Policy and Procedures
- Asset Management Plan
- Civil Rights Plan – Title VI, Limited English Proficiency Plan and Outreach
- Disadvantaged Business Enterprise (DBE) plan
- ADA Policy and Procedures (Deviated Fixed Route system)

2012-2014 Chief Development Officer

Ride Connection a non-profit transportation organization contracted with BCB Consulting Inc. to develop a planned giving program and serve as Chief Development Officer.

- BCB developed a long range fund development strategy to ensure diverse and sustainable funding for Ride Connection over the next twenty years.
- BCB finalized four business energy tax credit projects resulting in over \$400,000 in revenue for Ride Connection.
- BCB secured \$500,000 in Oregon New Market Tax Credits for the agency
- BCB managed annual fundraising event resulting in over \$53,000 in funds raised for the organization, a 100% increase over prior year.

2007 to 2012 Project Manager

City of Wilsonville contracted with BCB Consulting Inc. to serve as project manager for a large scale community art project in conjunction with a road and interchange enhancement project.

- BCB served as project manager and liaison between the City of Wilsonville, the Oregon Department of Transportation and the West Linn-Wilsonville School District.
- BCB led, designed, developed, and managed all aspects of a large-scale community art project from feasibility study through installation.
- BCB established budget, scope of work, hired a team of professionals consisting of 15 sub-contractors; including but not limited to, Art Director, School Program Coordinator, Teachers, fabricator, and tile Installer.



3055 NW Yeon #4
Portland, Oregon 97210
503-995-7965

- This project known as *Beauty and the Bridge* involved five Wilsonville schools and over 1000 students from 3rd grade through 12th grade who were commissioned as “artists” and over a period of two years contributed over 10,000 man hours. Students painted over 4000 12” x 12” porcelain tiles that were transformed into (2) 360’ murals of local flora and fauna with over 80 species depicted. Sixteen walls of high quality art established a new gateway to the community. The grand opening celebration was held October, 2012. (Project photo’s – refer to OTAK website below)

<http://www.otak.com/portfolio/roadwaybridge/i-5-wilsonville-road-interchange/>

2008-2012 Transit Director

City of Wilsonville contracted with BCB Consulting Inc. to serve as Transit Director for the City’s transit department also known as South Metro Area Regional Transit (SMART).

- BCB served as Transit Director for from 2008 – 2012.
 - ✓ Budget over \$7 million
 - ✓ 54 employees in the Transit Department
 - ✓ Collective bargaining agreement (OPEU)
 - ✓ Fleet (31 vehicles)
 - ✓ Transit Center with 400 space park & ride lot connecting TriMet WES commuter rail/SMART/Canby
 - ✓ BCB prepared and submitted over \$20 million in grant requests and secured over \$6 million for SMART’s operating and capital needs.
 - ✓ BCB managed 2008 and 2011 Federal Transit Administration triennial reviews
 - In 2008, BCB developed a strategic communications and outreach plan and enlisted the support of the business community; resulting the adoption of SMART’s Transit Master Plan and payroll tax increase.
 - The tax increase made it possible for SMART to implement service redesign to meet the region’s new commuter rail trains and to complete a new transit center hub, SMART Central @ Wilsonville Station.
 - Build a new administration and maintenance facility.
 - ✓ BCB developed and implemented a re-branding of the SMART system which included a new image, logo, bus graphics, a travel guide brochure, bus schedules, maps and upgraded customer information and amenities at over 150 bus stops and at SMART Central @ Wilsonville Station.

2006-2010 Transit Director

City of Canby contracted with BCB Consulting Inc. to serve as Transit Director for its transit department also known as Canby Area Transit.

- BCB served as Transit Director for from 2006 – 2010.
 - ✓ Budget \$2 million
 - ✓ Oversight of Transportation Service Contractor
 - ✓ Fleet (13 vehicles)
 - ✓ Transit Center connecting South Clackamas Transportation District and SMART
- BCB secured over \$2 million in funding for CAT’s capital and operating needs.
- BCB developed a long-range Transit Master Plan and developed a new image and logo for the system.
- BCB implemented service changes to address funding constraints facing Canby Area Transit.



3055 NW Yeon #4
Portland, Oregon 97210
503-995-7965

Employment Highlights

1999-2004 Transportation Options Division Manager

Portland Office of Transportation, City of Portland, Portland, Oregon

- Shaped and led a new division as part of a new direction for the Portland Office of Transportation.
 - ✓ Responsible for all aspects of managing this new division with a budget of over \$1 million dollars and a creative team of 11 transportation professionals who previously worked in bike, pedestrian, and transportation demand management programs prior to the reorganization at PDOT.
 - ✓ Submitted over \$5 million in grant requests and received over \$3 million in grant funds and business energy tax credit funding, significantly reducing the demand on general transportation dollars.
 - ✓ Responsible for developing three web sites; www.GettingAroundPortland.org, www.CarpoolMatchNW.org, and www.portlandtransportation.org/saferoutes/. These web sites have been recognized and used as models for similar programs in the transportation industry.
- In less than five years the key accomplishments included developing a productive team and diverse and robust programs that created measurable travel behavior change and reduced single occupancy vehicle travel while encouraging use of Portland's multi-modal system. One example of a program that resulted in a reduction in drive alone trips is described below;
 - ✓ *Initiated and secured funding and partnerships for the implementation of the first TravelSmart test pilot in the United States. This innovative social marketing program is a tool for changing personal travel behavior. The City of Portland's test pilot resulted in 9% less drive-alone car trips and an 8% increase in walking, cycling, and public transit. Portland's TravelSmart projects received national recognition and state and federal funding has been secured to pilot TravelSmart in numerous communities across the United States.*
- The division was recognized for developing innovative and cutting-edge communication programs and received awards for three programs: TravelSmart, CarpoolMatchNW.org, and the Southeast Hub Target Area program.
 - ✓ These programs have evolved over the last ten years, yet the primary components of the program and the goals remain the same. Today the most notable program evolving from our work is the Portland Bureau of Transportation's **SmartTrips** program.

1994-1999 Transit Director

South Metro Area Rapid Transit (SMART) City of Wilsonville, Wilsonville, Oregon

Responsible for planning, organizing and administering all aspects of the transit department including an annual budget of \$1.5 to \$2 million, grants, personnel (25 staff), collective bargaining agreements, capital procurement, new service design and implementation.

- Primary responsibilities included media relations, community and employee relations. Served as spokesperson for the transit division; developed press releases, articles, newsletters, direct mail pieces and annual events as well as large events such as the 10 year anniversary for SMART.
- Developed and implemented the first Transit Master Plan, American's with Disabilities (ADA), and marketing plans. Initiated and created an education program for elementary school children and a transportation demand management program for employers.
- Received approval for over \$1.5 million in grant funds from regional, state and federal programs.
- Transit ridership increased 400%; operating costs per hour were reduced by 35% during her tenure;
- Transit Manager of the Year, Transit System of the Year awards from the Oregon Transit Association and the Oregon Department of Transportation.



3055 NW Yeon #4
Portland, Oregon 97210
503-995-7965

1989-1994 Interim General Manager & Assistant General Manager *Basin Transit Service, Klamath Falls, OR*

- Responsible for planning, organizing and administering all aspects of the transit district including an annual budget of \$1.0 to \$1.5 million dollars.
- As Assistant General Manager, primary responsibilities included grant writing, employee relations, media relations, primary spokesperson for the district, community relations, marketing and promoting the transit system

Cynthia Thompson

Testimonials

Charlotte Lehan

“Excellent public transit is her passion and it shows!”



“When I met Cynthia in 1994 my initial impressions were that she was thoughtful, approachable, tuned in to the mission and direction of the city council, and that her creative ideas were grounded in real-life management skills. Over time, it became apparent that Cynthia's approach was always about community ownership. She wanted our SMART system to be something that encouraged community pride. Connecting our local schools to transit art projects certainly did that. She also worked closely with the business community, not just on routes and scheduling, but also in terms of continually re-minding the community of the role business plays in funding the system. As Mayor, I wanted to see an increase in ridership and Cynthia certainly delivered on that.

Cynthia brought outstanding leadership to her role as Transit Director. She has an understated but strong leadership style that brings diverse stakeholder groups together. She's an excellent listener and is always focused on getting a win-win outcome. Her project management skills are excellent and she never over-promises on more than she can deliver. She is a task-master who is realistic about what it takes to bring projects in on time and on budget. You can absolutely depend on her assessment of a project's viability. Cynthia is a creative and innovative director who knows how to watch the bottom line and still bring in spectacular projects.

The qualities I value most about Cynthia are that she is a consensus-builder, she delivers rock-solid viability assessments, she is skilled in working with boards and commissions, she gives great attention to detail and yet is a creative, ‘big picture’ thinker. Excellent public transit is her passion and it shows!”

Charlotte Lehan Chair, Clackamas County Board of Commissioners 2011 to 2012

Commissioner Clackamas County, Oregon 2009 to 2012; Mayor, City of Wilsonville 1997 to 2009

Cynthia Thompson

Testimonials

Arlene Loble, City Manager, City of Wilsonville

"Cynthia brought creativity, innovation and insight to her position as Transit Director".



Cynthia never looked at her job as though it was about just running a transit system. She could handle that with no problem. She had the ability to take the longer view for our transit program, to look at what its future could be, including sustainable transit and more. One of her major accomplishments was the pivotal role she played in getting a transit tax passed so that we could move forward with our transit master plan. A crucial part of the plan was Wilsonville's role in the WES (Westside Express Service) commuter rail station which included a SMART transit hub, now called SMART Central@ Wilsonville Station. WES is one of the first suburb to suburb commuter rail lines in the country and was designed to reduce congestion on Hwy. 217 and provide

commuters with another transportation option; rail service between major urban hubs in Beaverton, Tigard and Wilsonville. Our city's involvement was crucial because, of all the cities, the City of Wilsonville/SMART provided a 400 space park and ride lot and quick access to I-5. Along with funding our SMART's system redesign to meet all WES trains, we desperately needed money to make capital improvements to our SMART program including a new administration and maintenance facility.

In order to approve the transit master plan, we had to have a solid funding component. The best funding option was through an increase in the payroll tax paid by Wilsonville businesses. The challenge was garnering support from businesses in tight economic times. Cynthia was undaunted. She developed a communications plan which included outreach to the business community. As part of her plan, she visited every major business in Wilsonville and met with top executives to get their feedback and promote the benefits of the new system. **The result....** she got buy-in from every executive. And, she included them in a transit video she produced to educate the community and other business owners about the transit master plan. Her outreach efforts brought in the support of the overall business community, and with that, the Transit Master Plan was approved and we were ready to move forward. When it came to implementing the plan, she re-branded our SMART program to include WES, marketed it, and built a new transit center, all in just under a year.

From a fiscal standpoint, Cynthia is brilliant with complex budgets, understanding where funds come from and the time-frames that define when they can be spent. She knows how to find the best resources and she manages them well. After securing transit tax dollars, she delivered more funding to us through grants from federal and state agencies.

Cynthia is an outstanding manager. She knows how to get skilled people to do their part. Her insight, creativity, energy and innovation, combined with her collaborative spirit and common sense approach helped Wilsonville create an outstanding transit system that will benefit local residents and commuters for years to come."

Arlene Loble, City Manager, City of Wilsonville 1991 to 2012



3055 NW Yeon #4
Portland, Oregon 97210
503-995-7965

Cynthia Thompson

Chris Watchie, Principal TransWatch and Cogito Partners
"Cynthia doesn't see obstacles, she sees opportunities".

Testimonials



I have worked with Cynthia for more than 15 years. One of the first things you notice about her is that she doesn't see obstacles, she sees opportunities. It was this quality, along with her creativity and innovation that motivated me to be part of her team. It was an honor to be on her team and witness how she transformed SMART's image from the 'small, free, local bus' to a major transportation provider linking Salem to Portland. Her work to make SMART an attractive, responsive, inviting service while maintaining its unique and definable community identity, is noteworthy. Under Cynthia's leadership, SMART's services now include additional travel options - ridesharing, walking, and bicycling - reaching a broader market and removing barriers to transit usage.

Cynthia has an ability to see where art and infrastructure can reflect a community's character, sense of place, and aspirations. Cynthia instills in people a challenge to create, innovate and excel. Her SMART leadership further established the agency as a key service for the City of Wilsonville and educated decision makers on the transformative role transit has in a community. Under her leadership, SMART grew and ridership increased by over 20% since 2009 to include a staffed travel options program, commuter rail to Portland, and the melding of community art and transit --the WES station clock tower, bus shelters, and Beauty and the Bridge-- making SMART truly unique among any transit agency of its size in Oregon.

From my perspective, Cynthia is responsible for the fundamental transformation of the way we market travel options around the United States. She pushed to introduce individualized travel options marketing TravelSmart™ to Portland, Oregon. She recognized its potential to transform how marketing of transit, walking, and bicycling could be delivered. Its success caught the attention of Oregon legislators as well as federal agencies. The program is now referred to as SmartTrips and it's a core component of Metro's transportation marketing throughout the area, and it has been replicated in 19 communities across the country including three in Washington: Bellingham, King County Metro, and the University of Washington, Seattle.

Along with all these skills, Cynthia is a gifted communicator. She's able to speak all the 'languages' involved in complex transit projects: engineering, planning, service planning, community outreach and development, public art and labor. Then, she translates them all into a universal message that everyone can grasp to make informed decisions.

Oregon transit services and overall travel options programs are nationally recognized as leaders because of her successful efforts in effective marketing, service expansion, and community based art connecting infrastructure to creativity.

After all is said and done, Cynthia is not one to rest on her laurels of which there are many. What fuels her passion is seeking new ways to improve community transit. She is someone who not only thinks outside the box, she doesn't accept that there even is one!"

Chris Watchie, Principal, Cogito Partners, Public Involvement & Strategic Planning Services, Eugene, Ore

Innovative Project Examples:

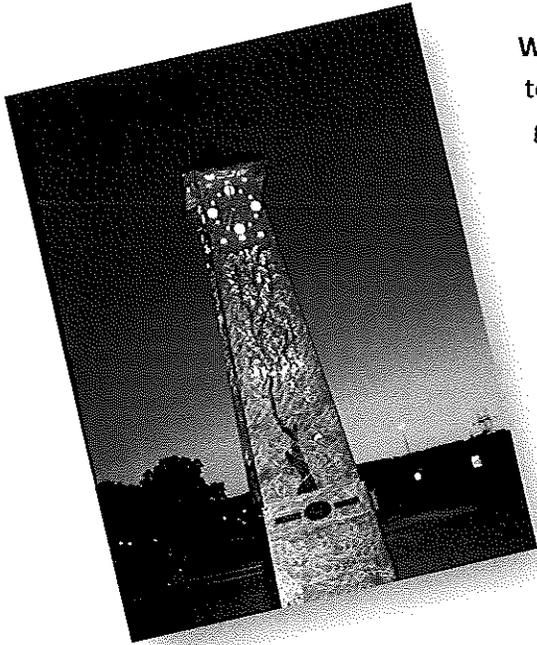
Innovative, pilot, and start-up projects designed, initiated, and implemented by Cynthia Thompson of BCB LLC Believe Create Build, formerly BCB Consulting Inc.

- **School Programs:** Designed and implemented **Meet the Bus**, Klamath Falls student education program to increase knowledge of and encourage transit use; **SMART Art**, Wilsonville, student education program designed to increase knowledge of transportation options and encourage biking, walking, transit. While at the City of Portland initiated and developed **Safe Routes to School** website and in collaboration with Portland Traffic Division implemented **“Safe Routes to School”**, **“Walking School Bus”**, and **“Bike Safety”** student education programs; BCB developed a long range plan for Westside Transportation Alliance and initiated and assisted in development of an adopted **“TDM”** curriculum for Portland Community College (PCC) to train transportation coordinators in all aspects of transportation demand management. The curriculum was adopted and offered to students during 2009/10 school year.
- **Rideshare:** CarpoolMatchNW.org; Custom design software system to promote carpooling in the Portland region. Software designed to monitor CO² reductions and the first transportation project to be funded by the Climate Trust as a “certified” carbon offset project. After goal of 70,000 metric tons of CO² reduced, carbon offsets could be sold in carbon offset trading system.
- **Drive Less Save More:** Worked with Tom Brian’s staff to write legislation to fund trip reduction strategies, this effort resulted in the **Drive Less Save More** program and campaign.
- **TravelSmart:** Initiated and implemented the first individualized marketing pilot project in the United States, based on the successful European trip reduction program developed in Germany by Werner Brog. Over 100 projects in Europe resulted in 6 – 10% reduction in drive alone car trips in project areas. Portland implemented 3 pilot projects with a focus on targeting areas where capital investments were made such as the new light rail line on Interstate. The project measured before and after trip patterns comparing trip reductions with TravelSmart strategies versus trip reductions without TravelSmart strategies. Trip reductions were twice as much where TravelSmart was implemented. Portland TravelSmart pilot projects experienced 7 – 9% reduction in drive alone trip. City of Portland transitioned TravelSmart into an ongoing program still underway today titled SmartTrips with numerous success stories. Portland’s program has become the industry standard for individualized marketing programs. The City of Wilsonville/SMART will conduct its first “TravelSmart” pilot project titled “Discover Wilsonville” next fiscal year, 2011/12.

Art Transportation and Infrastructure:

- **Downtown Beautification:** Klamath Falls, wrote and submitted grant to redesign downtown transit center, utilized existing geothermal heat under bus parking zone to ensure snow melt during winter; grant included downtown beautification amenities, clock tower and benches.
- **Options Zones and Art Racks:** Initiated and implemented Options Zones with “art racks” bike racks with artistic designs located near key locations where rail, bus, pedestrian, bike, and carsharing transfers were possible. These “zones” have become the new Zipcar sign/symbol for carsharing on-street parking spaces.

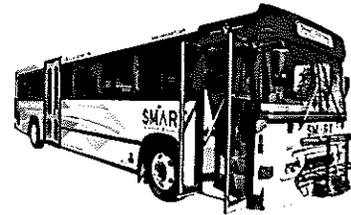
- **Options Mobile:** The concept of a one-stop transportation center in a physical location titled a **Mobility Center** where people could go to access multi-modal transportation information in the heart of their communities resulted in the “**Options Mobile**” a traveling unit; an electric car “redesigned” to travel to communities in conjunction with the Portland neighborhood based **SmartTrips** program. This custom designed electric car was wired with the latest technology and tools for on-site access to websites rideshare services, and a multitude of transportation information.



Wilsonville Clock Tower and Custom Shelters: 30 foot landmark clock tower made of brushed aluminum, a tree design with backlit stained glass. This clock tower includes eight cameras for security of SMART Central @ Wilsonville Station. The clock tower includes a sound system and historical bronze panels depicting the history of transportation in Wilsonville. Two shelters made of steel and fused glass provide a larger and enhanced waiting area for bus riders. These structures bring beauty and functionality together to enhance the customer’s transit experience.

SMART Buses

SMART’s large coach fleet was aging and the majority of buses were over 15 years old. Improving the image of the fleet was a critical component of SMART’s rebranding effort. Seventeen of SMART coaches were cleaned, repaired, and new graphics applied and updated and destination/marquee signs were installed. BCB Consulting ensured SMART’s fleet was in the best possible condition prior to SMART’s service design changes and in time for the opening of WES (Westside Express Service)



Bus Stops



During BCB’s assessment of SMART’s system it was obvious that customer waiting areas needed improvements both in look, comfort and improved signage and information. Approximately 150 new bus stop poles were placed along SMART routes. All SMART bus stops and poles were changed to a design cohesive with the regional system and also to provide a uniform look. Two sided Bus stop signs were installed to make it easier for customers to recognize and spot where bus stops were located. Individualized schedules in holders were in installed on bus stop poles at key bus stops.