



Salem Area Mass Transit District

BOARD OF DIRECTORS MEETING

Thursday, May 24, 2018 at 6:30 PM
Courthouse Square – Senator Hearing Room
555 Court Street NE, Salem, Oregon 97301

AGENDA

- A. CALL TO ORDER & NOTE OF ATTENDANCE**
- B. PLEDGE OF ALLEGIANCE** – Director Doug Rodgers (Subdistrict #4)
- C. ANNOUNCEMENTS & CHANGES TO AGENDA**
- D. PRESENTATION** - None
- E. PUBLIC COMMENT** - Each person’s comments are limited to three (3) minutes.
- F. CONSENT CALENDAR - [Action]**
 - 1. Approval of Minutes**
 - a. Minutes of the April 9, 2018 Board Work Session **1**
 - b. Minutes of the April 26, 2018 Executive Session **7**
 - c. Minutes of the April 26, 2018 Board of Directors Meeting **9**
 - 2. Routine Business**
 - a. Adopt FY2019 Board Meeting Schedule **17**
- G. ITEMS DEFERRED FROM THE CONSENT CALENDAR**
- H. ACTION ITEMS**
 - 1. Approval of STFAC Recommendations for Funding of 5310 Grant Projects **21**
 - 2. Approval of 2018 Service Change and Accept Title Vi Analysis **43**
 - 3. Authorize Bus Stop Improvement Group 2 Construction Contract **79**
 - 4. Authorize Contract for Fixed Route Vehicle Purchase **129**
- I. INFORMATION ITEMS**
 - 1. Trip Choice – 3rd Quarter Report **131**
 - 2. Performance – 3rd Quarter Report **135**

J. BOARD & MANAGEMENT REPORTS

1. General Manager
2. Board of Directors

145

Board members report on their committee participation and meetings attended on behalf of Salem Area Mass Transit District.

K. ADJOURN REGULAR BOARD MEETING

PUBLIC COMMENT

Time is scheduled on every Board meeting agenda for individuals to provide comment on any items of Board business. Individuals sign-up for Public Comment prior to the start of the meeting. Comments are limited to 2-3 minutes.

For written comments in advance of a Board meeting, an email may be sent to board@cherriots.org or mailed to the attention of the SAMTD Board of Directors at 555 Court Street NE, Suite 5230, Salem, Oregon 97301. All comments become a part of the Board of Directors meeting record.

Next Regular Board Meeting Date: Thursday, June 28, 2018

Regular Board meetings are televised live on cable Channel 21 and can be viewed on YouTube. Go to the CCTV website cctvsalem.org. For an electronic copy of the Board's agenda packet, go to the District's website cherriots.org/board. The Board of Directors can be reached by email at Board@cherriots.org.

This is an open and public meeting in a place accessible to people with disabilities. For individuals who need the assistance of Interpreters for sign language or for languages other than English to participate in the meeting, please contact the Clerk of the Board by email at linda.galeazzi@cherriots.org or by phone at 503-588-2424. (For individuals with hearing loss, please call the Oregon Telecommunications Service, 711.) Office hours are Monday-Friday from 8:00 AM to 5:00 PM.

Esta es una reunión abierta y pública en un lugar accesible para personas con discapacidades. Para las personas que necesitan la asistencia de intérpretes para el lenguaje de señas o para idiomas distintos del inglés para participar en la reunión, comuníquese con el Secretario del Consejo por correo electrónico a linda.galeazzi@cherriots.org o por teléfono al 503-588-2424. (Para personas con pérdida de audición, llame al Servicio de Telecomunicaciones de Oregon, 711.) El horario de atención es de lunes a viernes de 8:00 a.m. a 5:00 p.m.



Salem Area Mass Transit District
Board of Directors

~ **WORK SESSION** ~

April 9, 2018

Courthouse Square – Senator Hearing Room
555 Court Street NE, Salem, Oregon 97301

MINUTES

PRESENT:	President Robert Krebs; Directors Jerry Thompson, Steve Evans, Marcia Kelley, Kathy Lincoln, Colleen Busch and Doug Rodgers
Board	
Staff	Allan Pollock, General Manager; David Trimble, Chief Operating Officer; Patricia Feeny, Director of Communication; Paula Dixon, Director of Administration; Steve Dickey, Director of Transportation Development; Al McCoy, Director of Finance/CFO, Linda Galeazzi, Executive Assistant; Chris French, Senior Planner; Chip Colby, Information Technology Manager; and Matt Berggren, Transit Planner II
Guests	None

1. CALL TO ORDER **5:32 PM**
President Bob Krebs called the work session to order at 5:32 p.m.

2. DISCUSSION

a. ITS Project Update (CAD/AVL) **5:32 PM**

Staff report: Pages 1-4 of the agenda

Presenter: Chip Colby, IT Manager

The procurement process for the Intelligent Transportation System (ITS) is nearing completion. Funding for this project has been granted through the Salem Keizer Area Transportation Study (SKATS) in three different funding cycles for a combined total of \$2,618,171 that includes the District’s 10% match. In addition to the Computer Aided Dispatch and Automatic Vehicle Location (CAD/AVL), the project will replace obsolete automatic passenger counters, automated stop announcement (both audio and visual) systems, destination sign systems, and security camera systems. The ITS suite will include real-time passenger information, electronic fare collection (including smart phone), automated system monitoring, and software solutions that provide coordination between all of the above mentioned systems. Phase One of the ITS project is the CAD/AVL. The

completion date is planned for the end of 2019. Future phases include the Transit Signal Priority (TSP), Security & Camera System Upgrades, and the Electronic Fare System (EFP).

Follow-up: The *Fund Allocations* worksheet presented in a PowerPoint presentation will be sent to Board members for their review. (Herein given as Attachment A and by this reference made a part of these Minutes)

b. Hwy 99E Corridor Planning Project

5:48 PM

Staff report: Pages 5-14 of the agenda.

Presenter: Chris French, Senior Planner

The 99E Corridor Planning Project began in November, 2016 with a “Transit Network” grant from the Oregon Department of Transportation (ODOT) and discretionary grant funding from the state Special Transportation Fund to study the viability of a partnership between Canby Area Transit (CAT) and Cherriots to improve transit service along the 99E corridor from Salem to Oregon City. Jarrett Walker and Associates (JWA) was awarded the contract to lead this project on June 9, 2017.

In April 2018, CAT increased its daily service to 14 round trips from 6:30 a.m. to 7:30 p.m. between Woodburn and Canby. Cherriots Route 10X runs six round trips between Salem and Woodburn from 6:30 a.m. to 6:30 p.m. The two systems connect at the Woodburn Bi-Mart near 99E. JWA developed two alternatives for the project that build off a baseline alternative using existing levels of revenue hours and vehicles for the corridor. CAT uses three vehicles to provide its service. Cherriots uses one bus to provide the 10X service.

Board members were invited to meet with members of the Canby City Council and its’ Transit Advisory Committee to discuss the alternatives for service on the 99E corridor as is shown below in the chart.

Alternative	Round Trips/day to Woodburn	Daily Revenue Hours (RH) Increase Compared to Baseline	Buses required
Baseline	6 RT/day (Cherriots) 14 RT/day (CAT)	0.0	1 (Cherriots), 3 (CAT)
Alternative 1 – Timed Transfers	8 RT/day (Cherriots) 14 RT/day (CAT)	4.0 RH/day (Cherriots) 0.0 RH/day (CAT)	2 (Cherriots), 3 (CAT)
Alternative 2 – Traded Trips	4 RT/day full route (Cherriots) • Salem to Oregon City, 4 RT/day full route (CAT) • and 6 RT/day to Woodburn	4.0 RH/day (Cherriots) 0.0 RH/day (CAT)	2 (Cherriots), 3-4 (CAT)*

*Vehicle requirement depends on level of peaking.

Follow-up: President Krebs will appoint members to a subcommittee to meet with the Canby City Council and their Transit Advisory Committee. The SAMTD Board will take action on the final corridor planning project at their June 28, 2018 Board meeting.

c. Salem City Council's Congestion Relief Task Force Report

6:08 PM

Staff report: Pages 15-44 of the agenda

Presenter: Steve Dickey, Director of Transportation Development

The Salem City Council created a member-based Congestion Relief Task Force to address traffic congestion issues in and around the Marion and Center Street bridges over the Willamette River. The task force has had one meeting and are scheduled to meet on April 20, May 4 and on May 18 to evaluate potential options available to address the increased traffic congestion in peak traffic periods.

Follow-up: Staff will attend the task force meetings to observe and provide a report to the Board at future work sessions.

d. Service Enhancement Discussion re: Fare Programs

6:22 PM

Staff report: Pages 45-56 of the agenda

Presenter: Matt Berggren, Transit Planner II

Every two years, the District conducts an evaluation of the fare structure at the direction of the Board. Staff outlined the goals for this years' analysis and five potential strategies - to simplify the fare structure, facilitate transfers between local and regional buses, help families and low-income riders, encourage youth to ride, and ensure the fare structure is equitable. Staff estimated that the cost for the fare changes and programs they proposed would total approximately \$860,000 and could be reimbursed by the District's portion of the State's newly created Statewide Transportation Improvement Fund. It was also noted that funding used from the STIF for the proposed fare changes and programs would decrease the funding for new services proposed.

The next steps include public engagement in May with a report to the Board in June. A final draft of the fare changes and programs will be incorporated into the service enhancement plan beginning in July 2018, with implementation in July 1, 2019.

Follow-up: Board members asked if there were other entities with similar proposals. They would like to see the projected operational costs for each of the proposed strategies, the impact on the fare revenue by programs and the equity issues around discounted fares.

e. Review of Draft Bylaws for the Statewide Transportation Improvement Fund Advisory Committee (STIFAC)

7:00 PM

Staff report: Pages 63-71 of the agenda

Presenter: Allan Pollock, General Manager

Board members reviewed a draft version of the proposed Bylaws for a board-appointed Statewide Transportation Improvement Fund Advisory Committee (STIFAC). The draft Bylaws have in place language for STIF formula funds only; and the STIF Rules Advisory Committee has since released their recommendation of draft rules for discretionary

funds to the Oregon Transportation Commission for approval. Once approved, the District's STIFAC Bylaws will need to be amended to include that language.

Follow-up: Board members will send their recommendations for language additions or changes to the Bylaws to Mr. Pollock by April 13. Based on the discussion, a finalized version of the Bylaws will be drawn up and presented to the Board for adoption.

3. GENERAL MANAGER COMMENTS

7:18 PM

Staff report: Pages 27-30 of the agenda

Presenter: Allan Pollock, General Manager

Board members reviewed the draft agenda for the August 24, 2017 board meeting, the Board's calendar, and upcoming agenda items that will be brought before the Board for action. Of note, the City of Salem's Transit Advisory Committee meets on April 10. In response to questions about Salem's State Streetscape project, the District has a staff representative on the City of Salem's Technical Advisory Committee where they receive updates. Board members were also invited to attend SEDCOR's Oregon Economic Forum on May 10. Director Busch advised that she is now a member of the City of Keizer's Citizens Advisory Committee and will send Mr. Pollock the information.

Follow-up:

4. WORK SESSION ADJOURNED

7:32 PM

Submitted and Recorded by:

Linda Galeazzi

Executive Assistant/Clerk of the Board

ITS Funds		Allocation Worksheet		
revised 3/22/18				
Source	For	Grant Amt	Match / GF	Total
STBGP-U thru SKATS TIP 2018	ITS*	1,308,417	149,754	1,458,171
STBG STIP #20756	APC & ASA	659,516	75,485	735,000
General Fund & 5307	Radio Replacement	140,000	35,000	175,000
STBG STIP #19741	CAD/AVL	224,325	25,675	250,000
	Total Funds for ITS Efforts			2,618,171
	Camera & Security Systems (Fixed)	440,700	300,500	741,200
	Open Payment Fare System		357,225	357,225
	Transit Signal Priority	501,500	13,920	515,420
ITS*				
Below are the original ITS Component cost estimates provided for SKATS TIP and updated cost estimates				
Component	SKATS TIP	PBT	Difference	
Transit Signal Priority (TSP)	487,500	515,420	27,920	
Camera & Security Systems	440,700	741,200	300,500	
Real-Time Traveler Info (TIS)	78,000			
Electronic Fare System (EFP)	65,000	357,225	292,225	
Integrated Software Package	344,500			
Project Management	42,471			
Total from SKATS TIP	1,458,171			
Totals we budgeted		1,613,845		

ITS Fund Allocation Urban & Regional				
NOTE: See breakdown matrix below for cost by unit and quantities				
Notes		Urban	Regional	Notes
2018 thru 2022	ITS	86%	14%	Estimate based on fleet size
From PBT	APC only	100%	0%	Fixes Route only
From FY18 budget	Radio Replacem	100%	0%	Already done in FY16
From PBT	CAD/AVL	100%	0%	Uses Routematch
From PBT	Cameras	100%	0%	Regional buses use Apollo
From PBT	eFare	86%	14%	Unknown
From PBT	TSP	86%	14%	Strictly based on fleet size
Matrix of costs Urban & Regional				
	Based on fleet size and usage			
		Urban	Regional	Notes
		461,138	26,360	Regional needs bus equip only
		440,640	0	Regional buses use Apollo
Included in CAD/AVL		67,200	10,500	
		64,000	0	Regional not included in est
Included in CAD/AVL		297,600	46,500	
Included in CAD/AVL		36,525	5,946	
		1,367,103	89,306	



Salem Area Mass Transit District
Board of Directors

~ EXECUTIVE SESSION ~

Thursday, April 26, 2018

Courthouse Square – Salem Conference Room
555 Court Street NE, Salem, Oregon 97301

MINUTES

No information shall be disclosed by the Board, staff or media present in executive session except to state the general subject of the session pursuant to ORS 192.660(4)

Meeting Called to Order - 5:48 PM **Adjourned -** 6:06 PM

PRESENT: BOARD

- x President Robert Krebs
- x Director Steve Evans
- x Director Marcia Kelley
- x Director Colleen Busch
- Director Kathy Lincoln
- x Director Doug Rodgers
- x Director Jerry Thompson

STAFF

- x Allan Pollock, General Manager
- x David Trimble, Chief Operating Officer
- x Paula Dixon, Director of Administration
- x Ben Fetherston, SAMTD Legal Counsel
- x Adam Collier, SAMTD Labor Counsel

Under the Authority of:

- x 192.660(2)(d) Labor Negotiations pursuant to ORS 192.660(2)(d) and (4)
(No media was present)

Specific Issues Discussed: _____

Tentative labor agreement between Salem Area Mass Transit District and the Amalgamated Transit Union Local 757

Paula Dixon, Director of Administration

RECORDING SECRETARY



Salem Area Mass Transit District
BOARD OF DIRECTORS

April 26, 2018

Index of Board Actions

<u>Action</u>	<u>Page</u>
Moved to approve the Consent Calendar:	3-4
1. <u>Approval of Minutes</u>	
a. Minutes of the March 12, 2018 Board Work Session	
b. Minutes of the March 22, 2018 Board Meeting	
2. <u>Routine Business</u>	
a. Briefing on May 2018 Service Changes	
 Move to approve a three year labor agreement with the Amalgamated Transit Union Local 757 for the period July 2018 through June 2021.	 4
 Moved to adopt Resolution No. 2018-02 authorizing Salem Area Mass Transit District to acquire by purchase or by the exercise of the power of eminent domain certain real property necessary for construction of the South Salem Transit Center project.	 5
 President Krebs appointed Director Colleen Busch and Director Steve Evans and himself as the primary members of the Board’s subcommittee dealing with the Hwy 99E corridor planning project. Directors Jerry Thompson, Marcia Kelley and Kathy Lincoln were named as alternates.	 6

Regular Board meetings are video recorded and are available for viewing on the CCTV website at www.cctvsalem.org.



Salem Area Mass Transit District
BOARD OF DIRECTORS MEETING

April 26, 2018
Courthouse Square – Senator Hearing Room
555 Court Street NE, Salem, Oregon 97301

MINUTES

PRESENT Board	President Robert Krebs; Directors Doug Rodgers, Colleen Busch, Jerry Thompson, Marcia Kelley, and Steve Evans ABSENT: Director Kathy Lincoln
Staff	Allan Pollock, General Manager; David Trimble, Chief Operating Officer; Paula Dixon, Director of Administration; Al McCoy, Director of Finance/CFO; Patricia Feeny, Director of Communication; Chip Colby, Information Technology Manager; Chris French, Senior Planner; Matt Berggren, Transit Planner II; Linda Galeazzi, Executive Assistant; Ben Fetherston, SAMTD Legal Counsel
Guests	SAMTD Legislative Advocates - Dale Penn II, Partner and Zack Reeves, State Affairs Associate, CFM Strategic Communications; Boy Scouts from Troop 187 – Eli Kemble, Jaryd Clifton, Joseph Nasset, and Ben Stanley; and Scout leaders – Tim Reedy and Jay Holt

- A. CALL TO ORDER 6:30 PM**
President Robert Krebs called the meeting to order and noted the attendance. A quorum was present.
- B. PLEDGE OF ALLEGIANCE** led by Eli Kemble, Jaryd Clifton, and Joseph Nasset from Boy Scout Troop 187.
- C. ANNOUNCEMENTS AND CHANGES TO THE AGENDA 6:37 PM**
Mr. Pollock stated that Resolution 2018-03 to Adopt Bylaws for the Statewide Transportation Improvement Fund Advisory Committee will be pulled from the agenda under Item #H.3.
- D. PRESENTATION**
 - 1. FY2016-17 CAFR and Federal Compliance Report 6:39 PM**
Staff report: Pages 1-14 of the agenda and the supplemental agenda packet
Presenter: Ryan Pasquarella, CPA, Grove, Mueller & Swank P.C.
Mr. Pasquarella advised the Board of the material weaknesses and types of changes needed to be aware of that were included in the District’s audit report. He explained



the audit findings and what it means going forward. He provided a recap of the District’s Balance Sheet, the Statement of Net Position-Audited and the Income Statement in his presentation. The 2016-2017 Comprehensive Annual Financial Report, the federal compliance report and the governance letter were included in the agenda packet.

In response to Director Kelley’s comment, Mr. Pasquarella said he could investigate whether it is the County that collect taxes and not the District according to new audit rules. He said the discrepancies noted in the audit were attributed to staff turnover.

2. 2018 Legislative Session Review

Staff report: Pages 15-26 of the agenda

Presenter: Dale Penn II and Zack Reeves, SAMTD Legislative Advocates

Mr. Penn and Mr. Reeves reported on the end of the season 2018 legislative session highlighting the Bills that passed to include the implementation of the transportation package with House Bill 4059, and the District’s governance change with the approval of Senate Bill 1536; and the bills that failed to change the law surrounding the transfer of existing and expiring Energy Incentive Tax Credits.

E. PUBLIC COMMENT 7:32 PM

Ken Richens, Executive Officer, ATU Local 757

Mr. Richens thanked the management staff for a positive negotiation experience and noted that the bargaining unit met and ratified the three-year labor contract that the Board had on the agenda for action.

Greg Hathaway, Hathaway Larson LLP, 1331 NW Lovejoy St, Suite 950, Portland, OR 97209 – Mr. Hathaway, a legal representative for Walmart, requested that the Board delay action for 30 days on agenda item H.2. Resolution 2018-02 Property Designation for South Salem Transit Center Project. He sent a letter to the Board and the District’s legal counsel on April 16, 2018 conveying Walmart’s concerns that the project will affect their customers, the truck deliveries, the removal of parking spaces, and safety.

F. CONSENT CALENDAR 7:47 PM

- Motion:** **Moved to approve the Consent Calendar on pages 27-36 of the agenda:**
- 3. Approval of Minutes**
 - a. Minutes of the March 12, 2018 Board Work Session**
 - b. Minutes of the March 22, 2018 Board Meeting**
 - 4. Routine Business**
 - a. Briefing on May 2018 Service Changes**



Motion by: Director Jerry Thompson
Second: Director Marcia Kelley
Discussion: No items were deferred from the Consent Calendar.
Vote: Motion passed (6) / Absent: Director Lincoln

G. ITEMS DEFERRED FROM THE CONSENT CALENDAR - None

H ACTION ITEMS

1. Approval of Amalgamated Transit Union Local 757 Labor Contract 7:48 PM

Staff report: Pages 37-38 of the agenda
Presenter: Paula Dixon, Director of Administration

Ms. Dixon reported that District staff and union representatives met in mediation on March 29, 2018 where the parties reached a tentative three-year labor agreement for the period July 1, 2018 through June 30, 2021. The bargaining unit ratified the agreement on April 9, 2018, and the Board met in Executive Session to review the negotiated agreement with the District’s labor counsel prior to the regular board meeting. There will be no financial impact in fiscal year 2018. Future yearly impacts will be incorporated through the District’s budget process.

Motion: Move to approve a three year labor agreement with the Amalgamated Transit Union Local 757 for the period July 2018 through June 2021.
Motion by: Director Marcia Kelley
Second: Director Steve Evans
Vote: Motion passed (6) / Absent: Director Lincoln

2. Resolution 2018-02 Property Designation for South Salem Transit Center Project 7:52 PM

Staff report: Pages 39-44 of the agenda
Presenter: Chris French, Senior Planner

Mr. French reported that the District is proceeding with the development and completion of South Salem Transit Center (SSTC) project. As part of this project there is a need to acquire property from the current property owner. The District must first declare by resolution that the parcel is critical to the success and function of the project. Resolution No. 2018-02 provides the legal basis for making this declaration to acquire by purchase or by the exercise of the power of eminent domain certain real property necessary to construct the South Salem Transit Center project.

Reflecting on the comments made by Greg Hathaway during Public Comment, there were questions from board members about voting on the Resolution or waiting. Mr. Pollock said he would schedule time during the next work session to review the



conceptual drawing of the project, the assessment, ridership, next steps and deadlines. Mr. Pollock advised that a no vote will delay the project and will require a new appraisal of the property. The District will also need to work with ODOT to renew the funding granted for the project. It is a long process. If the resolution is passed, the District and Walmart can work together concurrently to resolve any issues that need to be dealt with through legal counsel.

Motion: **Moved to adopt Resolution No. 2018-02 authorizing Salem Area Mass Transit District to acquire by purchase or by the exercise of the power of eminent domain certain real property necessary for construction of the South Salem Transit Center project.**

Motion by: **Director Marcia Kelley**

Second: **Director Jerry Thompson**

Vote: **Motion passed (5) – YES: Directors Thompson, Kelley, Evans, Busch, and President Krebs; NO: Director Rodgers; Absent: Director Lincoln**

3. Resolution 2018-03 Adopt Bylaws for the STIFAC (Pulled) 8:02 PM

Staff report: Verbal

Presenter: Allan Pollock, General Manager

Mr. Pollock advised that Resolution 2018-03 to Adopt Bylaws for the Statewide Transportation Improvement Fund Advisory Committee (STIFAC) had been pulled from the agenda. The state-level proposed STIF rules went out for public comment until April 21, 2018 and included components for both the discretionary and formula funds. These components will both need to be incorporated into the District’s STIFAC Bylaws per legal counsel; so the adoption of the bylaws will be postponed until the rules at the state level have been adopted by the Oregon Transportation Commission. Mr. Pollock advised that this delay will not slow down the District’s process to form the STIF Advisory Committee.

4. Board Subcommittee for the Hwy 99E Corridor Planning Project 8:05 PM

Staff report: Pages 45-46 of the agenda

Presenter: President Robert Krebs

At the April 9, 2018 work session, Senior Planner Chris French presented an overview of the Hwy 99E corridor planning project which began with the City of Canby in November, 2016. The City received a “Transit Network” grant from the Oregon Department of Transportation (ODOT) and the project was awarded discretionary grant funding from the state’s Special Transportation Fund in order to study the viability of a partnership between Canby Area Transit (CAT) and Cherriots to improve transit service along the 99E corridor from Salem to Oregon City. The City awarded a contract to Jarrett Walker and Associates (JWA) to lead this project on June 9, 2017.



A meeting has since been planned with the two governing authorities of the service on the 99E corridor. President Krebs will appoint members of the Board to a subcommittee to meet with members of the Canby City Council, their Transit Advisory Committee and JWA to discuss the transit alternative studied for the project, and report back to the Board. The Board is scheduled to take action on the final plan at the June 28, 2018 Board meeting.

Action: President Krebs appointed Director Colleen Busch and Director Steve Evans and himself as the primary members of the Board's subcommittee dealing with the Hwy 99E corridor planning project. Directors Jerry Thompson, Marcia Kelley and Kathy Lincoln were named as alternates.

I. INFORMATION ITEMS - None

1. Summary of the 2018 Public Engagement Report for A Better Cherriots 8:10 PM

Staff report: Pages 47-72 of the agenda

Presenters: Chris French, Senior Planner
Matt Berggren, Transit Planner II

On January 25, 2018, the Board directed the District to conduct public outreach to gather feedback on the service changes proposed in Phase 1 for September 2018; and the service change proposal in Phase II for September 2019 in response to House Bill 2017. The outreach was conducted from February 13 to March 16, 2018. The *2018 Public Engagement Report* on pages 49-72 of the agenda provided a high level overview of the responses by 656 riders and community members who filled out a feedback form provided online and at in-person events after they reviewed the service proposals for 2018 and 2019.

The District will finalize the plan for September 2018 service changes in April for Board review and action in May 2018. A timeline to finalize service plans for 2019 will be conducted at a later date.

Mr. Berggren announced that he will be leaving the District at the end of May for a job opportunity in Vancouver, British Columbia. He was thankful for the opportunity to work with Cherriots and felt very supported by staff.

BOARD AND MANAGEMENT ISSUES

J.1 General Manager 8:22 PM

Mr. Pollock reported on two employee events held at the District in the last week – a celebration of Administrative Professionals Day with a luncheon on April 25, and Take Your Child to Work Day on April 26. Mr. Pollock reported that Governor Brown issued



a press release announcing the appointment of her new Transportation Policy Advisor, Brendan Finn, former Chief of Staff for Portland Commissioner Dan Saltzman.

J.2 Board of Directors

8:29 PM

Staff report: Pages 73-76 of the agenda

Board members are appointed biannually by the President of the Board to local, regional, or national committees. Board members also present testimony at public hearings on specific issues as the need arises. After these meetings, public hearings, or other activities attended by individual members on behalf of SAMTD, time is scheduled during the Board meeting for an oral report or update on the activities that have designated board member representation. Director Lincoln provided a written report since she was at the OMPOC meeting in Grants Pass and would not be at the Board meeting.

President Krebs and Director Busch reported on the American Public Transportation Association's Legislative Conference and meeting with Oregon legislators in Washington D.C. Director Rodgers toured the Del Webb Operations Facility and took a ride on a battery-powered bus. Director Kelley spoke about the City Club meetings and Director Thompson reported on the SEDCOR meeting. Director Evans spoke about the Citizens Advisory Committee meeting on April 24, 2018. John Hammill is the new chair of the Committee and Rick Hartwig will serve as the vice-chair. The next CAC meeting is June 19, 2018.

Boy Scout Troop 187 was thanked for their attendance and participation in the flag salute. Boy Scout Leader Tim Reedy explained that the scouts were working on their Communication and Citizenship in the Community badges.

K. Meeting Adjourned

8:45 PM

Respectfully submitted,

Robert Krebs, President



BOARD MEETING MEMO

Agenda Item F.2.a

To: Board of Directors

From: Linda Galeazzi, Executive Assistant

Thru: Allan Pollock, General Manager

Date: May 24, 2018

Subject: Adoption of FY 2019 Board Meeting Dates

ISSUE

Shall the Board adopt the Fiscal Year 2019 Calendar for regular board meetings and work sessions as shown in Attachment A?

BACKGROUND AND FINDINGS

Under Rule 11 of the Bylaws, it states that the Board will hold regular meetings on the evening of the fourth Thursday of each month except for meeting-vacations announced in advance. When the day fixed for any regular meeting falls upon a day designated by law as a legal or national holiday, such meeting shall be held on another date and time designated by the Board.

The regular Board meeting in November falls on Thanksgiving Day, November 22, 2018. The regular December Board meeting date falls on December 27, 2018. Due to the Thanksgiving and Christmas holidays, past practice has been to schedule eleven meetings in the fiscal year by cancelling the November Board meeting and rescheduling the December meeting to the second Thursday of the month – December 13, 2018.

Work sessions are normally scheduled on the second Monday of the month. The work session on Monday, November 12, 2018 is a District holiday in observance of Veteran's Day. In this case, past practice has been to choose another date in the month, i.e., Monday, November 5 or Tuesday, November 13, 2018.

The Board reviewed a draft calendar at the May 14, 2018 work session. The Board preferred to maintain the eleven (11) board meeting schedule and to reschedule the November work session to Tuesday, November 13, 2018.

RECOMMENDATION

Staff recommends the proposed Board meeting schedule as shown in Attachment A.

PROPOSED MOTION

I move the Board adopt the schedule of board meeting and work session dates for FY 19 as shown in Attachment A.

**SALEM AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS**

FY 2019 BOARD MEETING SCHEDULE

Work Session	Board Meeting
Monday, July 9, 2018	Thursday, July 26, 2018
Monday, August 13, 2018	Thursday, August 23, 2018
Monday, September 10, 2018	Thursday, September 27, 2018
Monday, October 8, 2018	Thursday, October 25, 2018
Tuesday, November 13, 2018	---
---	Thursday, December 13, 2018
Monday, January 14, 2019	Thursday, January 24, 2019
Monday, February 11, 2019	Thursday, February 28, 2019
Monday, March 11, 2019	Thursday, March 28, 2019
Monday, April 8, 2019	Thursday, April 25, 2019
Monday, May 13, 2019	Thursday, May 23, 2019
Monday, June 10, 2019	Thursday, June 27, 2019

Work sessions are typically scheduled on the second Monday of each month at 5:30 p.m. There is no work session in December.

Regular board meetings are scheduled on the fourth Thursday of each month at 6:30 p.m., except in November and December because of the holidays. There is no board meeting in November and the December meeting is held on the second Thursday of the month.

All of the meetings are held in the Senator Hearing Room at Courthouse Square located at 555 Court Street NE in downtown Salem. Regular board meetings are broadcast live on Channel 21 or on the Internet at www.cctvsalem.org.



BOARD MEETING MEMO

Agenda Item H.1

To: Board of Directors

From: Ron Harding, Chair, Special Transportation Fund Advisory Committee
Steve Dickey, Director of Transportation Development

Thru: Allan Pollock, General Manager

Date: May 24, 2018

Subject: Recommendation to the Board for Funding FTA Section 5310 Grants for Fiscal Year 2018

ISSUE

Shall the Board approve funding of the Federal Transit Administration (FTA) FY18 Section 5310 projects following the Special Transportation Fund Advisory Committee's recommendation, and direct the General Manager to submit the application for the Section 5310 grants in accordance with the recommendation.

BACKGROUND AND FINDINGS

Salem Area Mass Transit District ("District") serves as the designated recipient for FTA Section 5310 funds for the Salem-Keizer urbanized area because the population is greater than 200,000, therefore classifying the urban area as a "large" urban area. The purpose of the Section 5310 grant program is to enhance the mobility of seniors and individuals with disabilities. As the designated recipient of these funds, the District conducts a selection process to determine the use of the funds, and to certify that projects were derived from the Coordinated Plan.

A public notice of this year's Section 5310 grant solicitation was published in the Statesman Journal on January 24, 2018. The amount of the grant was estimated at the time at \$232,898, based on prior years' history. The affidavit of publication can be found in Attachment A of this memo. English and Spanish versions of the notice were posted on the District's website during the entire application period (Jan. 24 – Mar. 19, 2018). Announcements were also made via social media posts, Cherriots' email list, and through direct contacts with minority contacts list, per the District's adopted Title VI Program.

In accordance with the District's Section 5310 Program Management Plan (PMP) dated May 11, 2015, a Technical Advisory Committee (TAC) was formed to review and rank applications received by the March 19 deadline. This committee consisted of all Special Transportation Fund Advisory Committee (STFAC) members, one representative of the Salem-Keizer Area Transportation Study (SKATS), and two members of the public.

The TAC met on April 3, 2018 to hear presentations from applicants, discuss and rank the projects, and make a recommendation to the STFAC for funding. However, it was brought to staff's attention after the meeting that the estimated allocation is significantly lower than originally advertised in the public notice (\$217,716 instead of \$232,898). Therefore, staff reconvened the TAC and STFAC. They met again on May 1, 2018 to reconsider applications and revise the recommendation to the Board to account for the lower estimated funding level, and to rank the projects in categories as required by the PMP.

In accordance with the PMP, the project selection process was guided by the currently adopted Coordinated Plan. In order for a Section 5310 project to be funded, it must be listed in the Coordinated Plan. Secondly, there must be coordination of projects to ensure at least 55 percent of the annual apportionment is used for "traditional" 5310 projects as defined in the FTA Circular (FTA C 9070.1G dated July 7, 2014 ("Circular")).

Of the four applications submitted, the Garten Services vehicle purchase, SAMTD mobility management call center and partnership coordination, and SAMTD Cherriots Shop and Ride preventative maintenance applications all qualify as traditional projects. The SAMTD Cherriots Shop and Ride purchased service application qualifies as an "other" project. The applications for these projects are provided in Attachment B as a reference.

In forming a recommendation to the STFAC, the TAC calculated the award amounts for each submitted application based on the estimated amount of \$217,716 and the 55/45 percent requirements of the Section 5310 fund distribution as mentioned above. The STFAC voted to accept the TAC's recommendation as-is in order of priority ranking 1 to 4 (from highest to lowest) as shown in Table 1 below. The meeting minutes for the TAC and STFAC meetings can be found in Attachment C.

Table 1. Initial STFAC recommendation for funding Section 5310 projects

Rank	Project	Category	Funding
1	Cherriots Shop and Ride purchased service	Other	\$97,912
2	Cherriots Shop and Ride preventive maintenance	Traditional	\$32,428
3	Cherriots mobility management call center & partnership coordination	Traditional	\$72,316
4	Garten Services vehicle purchase	Traditional	\$15,000
		Total:	\$217,716

The funding distribution shown in Table 1 above satisfies the requirement for 55 percent traditional projects and 45 percent other projects based on the estimated amount of \$217,716.

Subsequent to the STFAC's meeting and recommendation on May 1, staff received the final number for the final apportionment of FY18 funds. The total exceeds that of the STFAC's recommendation (\$217,716) by \$17,031. Following the STFAC recommendation, the final amounts for each project are shown in Table 2. The additional funds are applied to the four projects based on their ranking and the not to exceed total amount requested, and in a manner to satisfy the 55/45 (traditional/other project) requirement.

Table 2. Final STFAC recommendation for funding Section 5310 projects

Rank	Project	Category	Funding	Percent of Total
1	Cherriots Shop and Ride purchased service	Other	\$104,804	44.7%
2	Cherriots Shop and Ride preventive maintenance	Traditional	\$32,428	13.8%
3	Cherriots mobility management call center & partnership coordination	Traditional	\$82,515	35.1%
4	Garten Services vehicle purchase	Traditional	\$15,000	6.4%
		Total:	\$234,747	100.0%

FINANCIAL IMPACT

The budget for Cherriots Shop and Ride and mobility management has been historically entirely funded by grant funds, the majority of which come from Section 5310. Decreases to funding projects necessitates looking to other grant funds (usually from ODOT) to cover unfunded portions.

With the final allocation of Section 5310 amount known (\$234,747), there is a positive impact on the budget for Cherriots Shop and Ride preventative maintenance, a neutral impact on the budget for Shop and Ride purchased service, and a negative impact on the budget for the Cherriots mobility management/call center/partnership coordination (MMCCPC) project. The overall allocation increased by \$1,849 or 0.8% (\$234,747 in FY18 versus \$232,898 in FY17), but the way the money is divided up for FY18 is different because of changing needs.

Also, if approved by the Board, the District will have a subrecipient of this grant source for the first time, taking a portion of funds (\$15,000) that were used for Cherriots MMCCPC project in the past. Therefore, Shop and Ride purchased service will have the same budget as FY17 even though costs have increased for the service. Other grant funds will have to be used to backfill the difference. The MMCCPC project will have a budget of \$30,619 lower than FY17. This is necessary due to the increased preventative maintenance costs and funding limitations of the grant. Cherriots Shop and Ride preventative maintenance will receive a budget of \$17,468 more than FY17 due to the need for significant maintenance on an aging fleet.

RECOMMENDATION

The STF Advisory Committee recommends that the Board approve funding of the FY18 Section 5310 projects following the committee's recommendation, and direct the General Manager to submit the application for the Section 5310 grants in accordance with the recommendation.

PROPOSED MOTION

I move that the Board approve funding of the FY18 Section 5310 projects as recommended by the STF Advisory Committee, and direct the General Manager to submit the application for the Section 5310 grants in accordance with the recommendation.

Affidavit of Publication from the Statesman Journal for the 5310(FTA) Public Notice



AFFIDAVIT OF PUBLICATION

State of Oregon

County of Marion, ss.:

**SALEM AREA TRANSIT-CHERRIOTS
555 COURT ST NE STE 5230
SALEM, OR 97301**

I *Jarah Baugnet*
being first duly sworn, dispose and say that I am the principal clerk of the Statesman Journal, Silverton Appeal and Stayton Mail newspapers of general circulation as defined by Sections 193.010 to 193.110, Oregon revised Statutes; printed and Published at Salem in the aforesaid county and state; that this Public Notice is printed copy of which is hereby annexed, was published in the entire issue of said newspaper in the following issues -

01/23/18

Dated this 24 day of January, 2018

Jarah Baugnet
Public Notice Clerk

Subscribed and sworn to me this

P
Notary Public for State of Wisconsin, Brown County

Notary Expires on 12-14-2021

Ad#:0002673666
P O : Transportation funds 1/23
of Affidavits :1



PUBLIC NOTICE

**FUNDS AVAILABLE FOR
TRANSPORTATION
PROJECTS SERVING SE-
NIORS AND INDIVIDUALS
WITH DISABILITIES**

The Federal Transit Administration will be announcing the availability of federal fiscal year 2018 Section 5310 Formula funds (estimated at \$232,898) this year. 5310 funds can be used for public transportation projects serving seniors and individuals with disabilities (Section 5310) within the Salem-Keizer urban growth boundary. Matching local funds are required for this grant. The match ratio is dependent on the type of project proposed.

Salem Area Mass Transit District (SAMTD) is a designated recipient of federal Section 5310 funds for the Salem-Keizer urban area, and is responsible for soliciting for projects on an annual basis. During two public meetings, a Technical Advisory Committee (TAC) will review and rank applications for 5310 dollars, and the Special Transportation Fund Advisory Committee (STFAC) will review grant proposals and make a project priority ranking recommendation to the SAMTD Board. There will be time for public testimony at the TAC and STFAC meetings. Full details of the process including applications, instructions, and dates/times of the public meetings will be available at cherriots.org/grants beginning January 23, 2018.

Grant awards for these projects are eligible for reimbursement through June 30, 2019. One eligibility requirement is that projects must be listed in the Cherriots "Coordinated Public Transit - Human Services Transportation Plan" dated August, 2016. Please refer to the corresponding grant application instructions for all of the eligibility requirements for organizations and projects.

Affidavit of Publication from the Statesman Journal for the 5310(FTA) Public Notice

A grant training session will be held to assist in the application process on Monday, February 5, 2018, 3:00-4:30pm at the Cherriots Administration Office, 555 Court St NE, Suite 5230, Salem, OR 97301. New applicants are encouraged to attend.

Any organization interested in submitting a proposal should contact Ted Stonecliffe, SAMTD, 555 Court St NE, Suite 5230, Salem, OR 97301, phone 503-588-2424, e-mail ted.stonecliffe@cherriots.org for details. Applications must be received by 12:00 noon, March 19, 2018 to be considered.

Si desea una copia de este aviso público en español, por favor visite el sitio web a partir del 23 de enero 2018 (<http://cherriots.org/grants>) o por teléfono: 503-588-2424.
Statesman Journal Jan. 23, 2018

**Salem Area Mass Transit District
Special Transportation Fund Advisory Committee
Tuesday, May 1, 2018
Courthouse Square - Senator Hearing Room
555 Court St NE, Salem, Oregon 97301**

A. CALL TO ORDER & NOTE OF ATTENDANCE:

John Hammill called the meeting to order at 3:03 p.m. with a quorum present.

MEMBERS PRESENT:

John Hammill, Vice Chair; Marja Byers; Emily Broussard; Victor Reppeto; Sharon Heuer

MEMBERS ABSENT:

Ron Harding, Chair; Sherena Meager-Osteen; Jean Sherbeck

STAFF:

Ted Stonecliffe, Transit Planner II; Chris French, Senior Planner; SueAnn Coffin, Contracted Transportation Manager; Melissa Kidd, Operations Programs Administrator; Jolynn Franke, Administrative Assistant, Transportation Development

SAMTD BOARD LIAISON:

Jerry Thompson, SAMTD Board of Directors

PROVIDERS:

Goran Petrovic, General Manager, MV Transportation; Tim Williams, Safety Manager, MV Transportation

GUESTS:

Arla Miller, ODOT Rail and Public Transit; Tim Rocak, CEO, Garten Services; one member of the public who did not leave any information

B. ANNOUNCEMENTS:

1. New projections for FY18 Section 5310(FTA) grant appropriation

Ted Stonecliffe announced that after the April 3, 2018 STFAC meeting, staff were informed of a change in the amount of Section 5310(FTA) funds estimated to be received in Federal Fiscal Year 2018 of about \$15,000 less. Therefore, the Technical Advisory Committee (TAC) had to reconvene and form a new recommendation to the STFAC. Additionally, TAC members

had to take into account the requirement that 55 percent of the Section 5310(FTA) funds were to go towards what is defined as “traditional” projects by the Section 5310(FTA) Circular (“circular”) and 45 percent were to go towards “other” projects defined by the same circular. Copies of the circular’s definitions of traditional and other projects were provided to the STFAC members in the attachment to the staff memo.

2. New recommendation from the Technical Advisory Committee (TAC) to the Special Transportation Fund Advisory Committee (STFAC) for funding Fiscal Year 2018 Section 5310(FTA) grant applications:

At the request of Vice Chair John Hammill, Jolynn Franke announced the recommendation to the STFAC from the TAC for Section 5310(FTA) grant funding. The TAC recommends to approve funding of the Garten Services vehicle purchase application in the amount \$15,000 with a priority ranking of 4 (lowest priority); approve funding for the Cherriots mobility management call center and partnership coordination application in the amount of \$72,316 with a priority ranking of 3; approve funding of the Cherriots Shop and Ride preventive maintenance application in the amount of \$32,428 with a priority ranking of 2; and approve funding of the Cherriots Shop and Ride purchased service application in the amount of \$97,912 with a priority ranking of 1 in order to satisfy the requirement for 55 percent traditional projects and 45 percent other projects based on the estimated amount of \$217,716. Should the actual amount of available Section 5310(FTA) funds exceed the estimated \$217,716, the additional funds will be applied to the four projects based on their ranking and not to exceed the total amount requested, and in a manner to satisfy the 55/45 (traditional/other project) requirement.

C. PUBLIC COMMENT:

Tim Rocak, CEO of Garten Services came forward to thank the STFAC for considering Garten’s request for Section 5310(FTA) funds toward the purchase of a new vehicle. Lack of transportation is a barrier for individuals with disabilities to get to their jobs out in the community. Garten is working towards making transportation options more available for those individuals.

D. APPROVAL OF MEETING MINUTES – April 3, 2018

Victor Reppeto motioned to approve the April 3, 2018 STFAC meeting minutes as written. Emily Broussard seconded the motion and the motion passed unanimously among voting members.

E. ACTION ITEMS:

1. [MOTION]: Recommendation to the Cherriots Board of Directors to fund FY18 Section 5310(FTA) grant applications [John Hammill] –

Emily Broussard motioned for the STFAC to accept the recommendation from the TAC as written and pass it on the Cherriots Board of Directors. Marja Byers seconded the motion. The motion passed unanimously among voting members.

F. DISCUSSION ITEMS:

1. First Quarter Ridership Comparison - Cherriots Regional, Cherriots LIFT, Cherriots Shop and Ride [Ted Stonecliffe] -

STFAC members were provided with ridership numbers for the first quarter of calendar year 2018 compared to the first quarter of calendar year 2017.

- Ridership on Route 10X has increased in 2018 compared to 2017. This is likely due to the addition of two daily round trips that were put into service in May 2017.
- Route 20X has seen a decrease in ridership in 2018 compared to 2017. Staff is aware of reliability issues with this route and will be implementing changes to the schedule next week that should correct these issues. This route serves stops in Woodburn, Mt. Angel, Silverton, Chemeketa Community College, and the Downtown Transit Center.
- Ridership on route 30X is about the same in 2018 compared to 2017. Last May, cuts were made to service on this route east of Stayton, but more trips were added west of Stayton. This route serves stops in Salem, Aumsville, Stayton, Mill City, and Gates.
- Ridership numbers for Route 40X were reported differently in 2017 than in 2018 due to changes made to Regional service in Polk County last May. Looking at the combined ridership of Routes 40, 45, and 50 in 2017 and compared to the combined ridership for Routes 40X,

50X, and the Polk County Flex would give a more accurate comparison.

- Cherriots LIFT and Shop and Ride ridership are both higher in 2018 compared to 2017. SueAnn Coffin shared that the Shop and Ride service has been receiving so many requests that some have had to be turned down. Cherriots LIFT likely experienced more ridership in the first quarter of 2018 because of the milder winter weather compared to that of January 2017, which caused a lot of cancellations.

2. Upcoming Cherriots Regional schedule changes [Ted Stonecliffe] –

Beginning May 7, 2018 schedules for routes 10X and 20X will be modified slightly in order to correct some on-time performance issues with these routes. Also, the 5:30 p.m. trip for Route 10X will be moved to 5:00 p.m. so that commuters don't have to wait around an extra 30 minutes.

3. Provider Updates: None

4. Round Table Topics:

- Emily Broussard offered kudos to the Cherriots Call Center for offering great service, being pleasant to talk to, and answering calls so quickly. The Cherriots Call Center has seen a 75 percent reduction in calls and significantly reduced their staff since the contract with Non-emergent Medical Transportation (NEMT) expired on March 1 of this year.
- Victor Reppeto has heard of some problems with the new NEMT call center and ride providers, such as limitations on requirements for bus passes and drivers not showing up for scheduled rides. Those experiencing these and other issues are encouraged to contact Willamette Valley Community Health (WVCH) and Oregon Health Authority (OHA) to report them. The Cherriots Call Center had recently decided to stop giving out the phone number for the new call center provider and were encouraging callers to contact WVCH and OHA instead, but that decision will be reconsidered.

- An additional STFAC meeting will be scheduled for June 5, 2018 as there may be a new applicant for membership on the STFAC. If staff is not able to obtain an application from the interested party in time, the meeting will be cancelled.
- Questions were asked about the State Transportation Improvement Fund (STIF), but it is too early to know any details. Staff is aware that there will be a requirement for a committee separate from the STFAC that will review and recommend funding applications, but they do not have any details on the structure of this committee yet. Once ODOT has finalized the administrative rules for the STIF program, STFAC members will be notified.
- Public outreach for a proposal of a new Cherriots fare structure will begin on May 14, 2018 and end on June 8, 2018. This is part of the project known as "A Better Cherriots," and will help inform the planning process which will determine how to enhance service beginning in September 2019. Approved fare changes would not take place until July 2019.

G. ADJOURN: The meeting adjourned at 3:45 p.m.

Recorded by: Jolynn Franke, Administrative Assistant, Transportation Development Division

NEXT MEETING:
Tuesday, June 5, 2018; 3:00 - 4:30 PM
Courthouse Square Building, Senator Hearing Room
555 Court St NE, Salem, OR 97301

Special Transportation Fund Advisory Committee

Technical Advisory Committee Meeting

April 3, 2018

555 Court St NE, Suite 5230 Mill Creek Conference Room

Salem, Oregon

A. CALL TO ORDER & INTRODUCTIONS:

Ron Harding called the meeting to order at 2:00 p.m. with a quorum present.

MEMBERS PRESENT: Ron Harding; Marja Byers; Emily Broussard; Jean Sherbeck; Colleen Bradford; Beth Jackson, Raymond Jackson; John Hammill

MEMBERS ABSENT: Victor Reppeto; Sharon Heuer; Sherena Meagher-Osteen

STAFF:

Ted Stonecliffe, Transit Planner II

David Trimble, Chief Operating Officer

SueAnn Coffin, Contracted Services Manager

Melissa Kidd, Operations Programs Administrator

Trish Bunsen, Grants Administrator

Jolynn Franke, Recording Secretary

SAMTD BOARD LIASION: Jerry Thompson, SAMTD Board of Directors

APPLICATION PRESENTERS:

Melissa Kidd, Operations Programs Administrator, Cherriots

Gaelen McAllister, Garten Services

GUESTS: None

B. PUBLIC COMMENT: None

C. SCHEDULE REVIEW – Ron Harding:

Ron Harding reviewed the Technical Advisory Committee (TAC) meeting schedule and agenda.

D. REVIEW SECTIONS OF COORDINATED PLAN–Ted Stonecliffe:

Ted Stonecliffe referenced the sections of the Coordinated Plan to be reviewed by the members. The purpose of the Coordinated Plan is to assist

with the decision making process. In order for a project to be eligible for funding, it must be listed in the current version of the adopted Coordinated Plan. The specific pages to be referred to during today's deliberation process are 40 - 42, 47, 52, 53, 55, 59, 67, and 68 of the Coordinated Public Transit – Human Services Transportation Plan as published in August of 2016. Copies were provided to voting TAC members in their three-ring notebooks.

E. REVIEW PURPOSE & INTENTS OF 5310 PROGRAM – Ted Stonecliffe:

Ted Stonecliffe referenced the Purpose and Intent of the 5310 and Special Transportation Fund (STF) Programs published in the ODOT STF Guidebook. The Purpose and Intent section of the guidebook provides guidance on eligible projects. Ted also referenced the SAMTD Section 5310 Program Management Plan which identifies eligible projects for this funding program as well. Trish Bunsen mentioned that the FTA Section 5310 circular should also be used as a resource. All applications received fall within the eligibility requirements listed in the Purpose and Intent document. These documents are to be used as resources to guide TAC members in the application ranking process.

F. PRESENTATIONS:

1. Salem Area Mass Transit District – Melissa Kidd:

Salem Area Mass Transit District (Cherriots) is applying for funding to support three projects – Mobility Management (call center), Cherriots Shop and Ride preventive maintenance, and Cherriots Shop and Ride purchased service operations. The Shop and Ride service, formerly known as the RED Line, serves individuals 60 years and older and individuals with disabilities. There are two parts to the service – a shopping shuttle which takes riders to designated stores, and a dial-a-ride service which takes riders to the destination of their choice. The Shop and Ride supplements the fixed-route bus transportation services currently available. The costs associated with the Shop and Ride service include the call center, preventive maintenance, and purchased service operations. The service currently operates with five vehicles, four in service and one as a backup.

Preventive maintenance costs have increased over fiscal year 2016-2017 due to a 23 percent increase in revenue miles, an increase in ridership from 7,850 to 9,119, and a 20 percent increase in costs due to aging vehicles.

Replacement vehicles are planned for the future, but preventive maintenance is needed to keep all vehicles running, new or old. Cherriots has the current maintenance plan on file.

Purchased service operation fills an unmet need for seniors and individuals with disabilities who do not qualify for Cherriots LIFT, but who need assistance beyond regular fixed route bus service. The shopper shuttle destinations have been selected with one stop shopping in mind and allows riders up to 75 minutes in the stores. Operators are also trained to assist riders with their grocery bags as needed. Revenue hours for the Shop and Ride service have increased 15 percent from fiscal year 2016-2017 contributing to a 14 percent increase in costs to operate the service. Cherriots Shop and Ride could not exist without grant funding as it does not receive funds from any other source.

The Mobility Management project supports the call center which schedules rides on the Shop and Ride service, Cherriots LIFT, and the Polk County Flex dial-a-ride service. The call center also refers callers to other transportation providers outside the Cherriots service area and provides information on other resources inside and outside the urban growth boundary. The call center would not exist without grant funding, leaving no option for riders to schedule trips on any of the above mentioned Cherriots services or to get information on other community services through the call center.

There is no way to scale back on these projects as the preventive maintenance and Mobility Management portions are 100 percent grant funded and the operations portion has already maxed out the amount received from the other grants it is funded by. Therefore, one or more of these projects would have to be reduced or eliminated if underfunded. These projects have not been budgeted for in the Cherriots General Fund. John Hammill commented that the FY19 budget has not yet been approved by the Board of Directors and revisions may be possible.

2. Garten Services – Gaelen McAllister:

Garten Services is applying for funds to purchase an ADA accessible vehicle. Garten Services began in 1970 as an organization to help people with disabilities work in and contribute to their community. Garten works with businesses in the community as well as their own businesses to employ their clients. Those who are able to move independently do currently use

Cherriots public transportation services, however, there is a need for those with mobility issues to be transported to and from their jobs by Garten staff, especially for job shifts that end at 12:00am. This need has grown over the past few years due to the recent push to get more of these individuals employed within the community rather than at sheltered work sites. Also, jobs in the community are not as flexible when it comes to start and end times, nor are these businesses set up to allow employees to wait around after hours for the bus to come.

Garten is looking into other private grant opportunities and working more closely with residential providers who are also having difficulties in transporting their residents to and from different locations around the community. There is also a possibility that a used vehicle could be purchased which would potentially cut the cost down closer to \$25,000. Garten will also be applying a local match toward the purchase in the amount of \$8,155. While Garten is a nonprofit organization, the business services they operate do supplement the nonprofit side.

G. REVIEW AND RANK APPLICATIONS:

While reviewing the applications the TAC members considered the following:

- The importance of continuing existing services.
- The importance of transportation to and from jobs.
- The Cherriots budget for the next fiscal year has not yet been adopted, so there may be some flexibility there.
- The scaled request for Garten including the local match could be as low as \$16,000.
- Garten clients also use Cherriots services and there could be an inadvertent impact should the Shop and Ride service be reduced.
- The call center may be able to rely on other existing resource coordination services to possibly cut costs.

The TAC members anonymously filled out ranking sheets, giving each application a ranking of 1 through 4 (1 being highest priority, 4 being lowest priority). The ranking sheets were then tallied and an average ranking for each project was calculated. The result of the ranking sheet tally was as follows:

1: Cherriots – Shop and Ride purchased service operations

- 2: Cherriots – Shop and Ride preventive maintenance
- 3: Cherriots – Shop and Ride Mobility Management (call center)
- 4: Garten – Vehicle purchase

Ron Harding suggested two proposals for the TAC members to consider in forming their recommendation based on the results of the ranking tally:

Proposal 1: Fund the three Cherriots projects at 100 percent and do not fund the Garten project.

Proposal 2: Fund the Cherriots Shop and Ride operations and preventive maintenance projects at 100 percent; fund the Mobility Management project at an amount of \$80,000; and fund the Garten vehicle purchase at an amount of \$15,666.

H. MAKE RECOMMENDATION TO STF ADVISORY COMMITTEE:

As a result of the above ranking, John Hammill motioned to recommend funding of the following applications:

- **Cherriots Shop and Ride purchased service operations at \$104,804.00;**
- **Cherriots Shop and Ride preventive maintenance at \$32,428.00;**
- **Cherriots Mobility Management call center at \$80,000.00; and**
- **Garten Services vehicle purchase in the amount of \$15,666.00.**

Jean Sherbeck seconded the motion. The motion was approved with six votes in favor (Byers, Broussard, Sherbeck, Bradford, B Jackson, R Jackson, Hammill) and one vote against (Harding).

ADJOURN: The meeting adjourned at 3:00 p.m.

Respectfully Submitted,
Jolynn Franke, Recording Secretary

Special Transportation Fund Advisory Committee

Technical Advisory Committee

Tuesday, May 1, 2018 | 2 p.m. – 3 p.m.

555 Court St NE, Suite 5230, Mill Creek Conference Room, Salem, Oregon

A. CALL TO ORDER & INTRODUCTIONS:

John Hammill called the meeting to order at 2 p.m. with a quorum present.

MEMBERS PRESENT: Victor Reppeto; Marja Byers; Emily Broussard; Raymond Jackson; John Hammill

MEMBERS ABSENT: Jean Sherbeck; Ron Harding; Sharon Heuer; Sherena Meagher-Osteen; Colleen Bradford; Beth Jackson

STAFF:

Chris French, Senior Planner
Ted Stonecliffe, Transit Planner II
Trish Bunsen, Grants Administrator
Jolynn Franke, Recording Secretary

SAMTD BOARD LIASION: None

GUESTS:

Arla Miller, ODOT Rail and Public Transit

B. PUBLIC COMMENT: None

C. SCHEDULE REVIEW:

John Hammill reviewed the Technical Advisory Committee (TAC) meeting schedule and agenda. The purpose of this TAC meeting is to re-evaluate the same four applications reviewed at the April 3, 2018 meeting because of an update in the projection in FY18 Section 5310(FTA) grant funds. The TAC has been tasked with providing a new recommendation for funding the three applications submitted by Salem Area Mass Transit District (SAMTD) and one application submitted by Garten Services based on an estimated amount of \$217,716. It is still possible that the U.S. Congress will fund the Section 5310 program at a higher level, but just in case, the new recommendation will allow staff to know how to fund the projects at a

lower level.

D. REVIEW FUNDING REQUIREMENTS FOR THE 5310(FTA) PROGRAM:

Trish Bunsen referenced the 5310 FTA Circular (“Circular”) definitions of traditional and other projects. The Circular states that 55 percent of available 5310(FTA) funds must be used for traditional projects and the remaining 45 percent of funds must be used for other projects. Of the four applications submitted, the Garten Services vehicle purchase, SAMTD mobility management call center and partnership coordination, and SAMTD Cherriots Shop and Ride preventative maintenance applications all qualify as traditional projects. The SAMTD Cherriots Shop and Ride purchased service application qualifies as another project.

E. REVIEW AND RANK APPLICATIONS:

The ranking decided upon by the TAC members for the four submitted applications will allow staff to make decisions on how to allocate any additional funding that may come in over and above the estimated \$217,716 without having to reconvene the TAC. At the April 3, 2018 meeting the TAC members ranked the applications 1 through 4 (1 being highest priority, 4 being lowest priority):

- 1: SAMTD Cherriots Shop and Ride purchased service
- 2: SAMTD Cherriots Shop and Ride preventive maintenance
- 3: SAMTD Cherriots Shop and Ride mobility management call center and partnership coordination
- 4: Garten Services vehicle purchase

The TAC members decided to keep the ranking the same as what was decided upon at the April 3, 2018 meeting.

F. MAKE RECOMMENDATION TO STF ADVISORY COMMITTEE:

In forming a recommendation the Special Transportation Fund Advisory Committee (STFAC) the TAC members calculated the award amounts for each submitted application based on the estimated amount of \$217,716 and the 55/45 percent requirements of the 5310(FTA) fund distribution as mentioned above. As a result of the above ranking and calculations, the following motion was made:

John Hammill motioned to approve funding of the Garten Services vehicle purchase application in the amount \$15,000 with a priority ranking of 4 (lowest priority); to approve funding for the Cherriots mobility management call center and partnership coordination application in the amount of \$72,316 with a priority ranking of 3; to approve funding of the Cherriots Shop and Ride preventive maintenance application in the amount of \$32,428 with a priority ranking of 2; and to approve funding of the Cherriots Shop and Ride purchased service application in the amount of \$97,912 with a priority ranking of 1 in order to satisfy the requirement for 55 percent traditional projects and 45 percent other projects based on the estimated amount of \$217,716. Should the actual amount of available Section 5310(FTA) funds exceed the estimated \$217,716, the additional funds will be applied to the four projects based on their ranking and not to exceed the total amount requested, and in a manner to satisfy the 55/45 (traditional/other project) requirement.

Marja Byers seconded the motion. The motion was approved unanimously among voting members.

G. ADJOURN: The meeting adjourned at 2:49 p.m.

Respectfully Submitted,
Jolynn Franke, Recording Secretary



To: Board of Directors

From: Chris French, Senior Planner
Stephen Dickey, Director of Transportation Development

Thru: Allan Pollock, General Manager

Date: May 24, 2018

Subject: APPROVAL OF 2018 SERVICE CHANGE AND ACCEPT TITLE VI ANALYSIS

ISSUE

Shall the Board approve the September 2018 service change (Attachment A) and accept the Title VI analysis in (Attachment B)?

BACKGROUND AND FINDINGS

As part of the project ***A Better Cherriots***, staff have been developing a service proposal for September 2018.

This service change process began with the FY17 Annual Performance Report. Published in September 2017, this report included revenue hours, revenue miles, boardings, and on-time performance. In November 2017, Cherriots staff conducted a needs assessment. In addition to analyzing shifts in population and travel demand, staff conducted a rider and community survey, as well as a survey of Cherriots frontline employees—those who interact directly with riders on a daily basis. Using the results of the needs assessment, staff developed a service proposal. That proposal was presented to the public in February and March 2018. Feedback gathered during that process was published in the 2018 Public Engagement Report, which was finalized at the end of March. Based on the input presented in the 2018 Public Engagement Report, staff have made changes from the service proposal presented to the public to develop this final 2018 Service Plan.

FINANCIAL IMPACT

This plan has an increase in daily Revenue Hours of 13.1 and 135.6 Revenue Miles for an annualized increase of \$332,728.40.

RECOMMENDATION

Staff recommends the Board approve the September 2018 service changes and accept the Title VI analysis.

PROPOSED MOTION

I move that the Board approve the September 2018 service changes and accept the Title VI analysis.



2018 SERVICE PLAN

PHASE I OF A BETTER CHERRIOTS

MAY 24, 2018



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1. Introduction

As part of the project **A Better Cherriots**, staff have been developing service proposals for September 2018 and September 2019. This service plan is for the changes coming in September 2018.

This service change process began with the FY17 Annual Performance Report. Published in September 2017, this report included revenue hours, revenue miles, boardings, and on-time performance. In November 2017, Cherriots staff conducted a needs assessment. In addition to analyzing shifts in population and travel demand, staff conducted a rider and community survey, as well as a survey of Cherriots frontline employees—those who interact directly with riders on a daily basis.



Using the results of the needs assessment, staff developed a service proposal. That proposal was presented to the public in February and March 2018. Feedback gathered during that process was published in the 2018 Public Engagement Report, which was finalized at the end of March.



2. Changes from proposal

Based on the input presented in the 2018 Public Engagement Report, staff have made changes from the service proposal presented to the public to develop this final 2018 Service Plan.

2.1 Route 7 reroute

In the original proposal, staff planned to change Route 7 to travel down 25th, Madrona, and Fairview Industrial Drive. This proposal would have increased outbound frequency on these corridors from hourly to 30-minute service. However, inbound service would remain hourly, inbound service on Mission and to Salem Health would remain every hour, and service to the medical facilities on Ryan Drive, Costco on Hawthorne, and near Walmart on Turner would be eliminated.

As a result of feedback received on the proposal, staff have decided to use an alternative path for the new Route 7. The route will no longer increase service on 25th, Madrona, and Fairview Industrial Drive to every 30 minutes outbound. Instead, the route will serve Salem Health, Mission Street, Ryan Drive, and a section of Hawthorne every 30 minutes. For the first time, Mission Street will have 30-minute service in both directions, and service to Ryan Drive, Costco, Walmart, etc. will not be eliminated.

2.2 Route 6 reroute

Since Route 7 will be providing 30-minute service to Salem Health and along Mission, Route 6 will no longer need to service these corridors. Instead, the route will travel down State Street and turn onto 25th. This will be faster routing than Mission, especially during peak travel times, and will increase coverage on 25th between Mission and State Street.

3. Service plan

3.1 Transferring at Chemeketa Community College

In order to help facilitate transferring at Chemeketa Community College, Cherriots will establish a new bay on the south side of Satter Drive just west of Cooley. Routes 3, 12, and 13 will be rerouted to service this bay. This facility will now be referred to as Chemeketa Transit Center (See Figures 3-1, 3-2, and 3-3 and Table 3-1.)

The new bay will be about 400 feet away from Bays A through D – where Routes 2, 11, 10X, and 20X park today. This will make it much easier to transfer between routes.

3.1.1 Route 3

When heading south on Lancaster, Route 3 buses will take a left on Satter, a right on Cooley, and a right to get back to Lancaster. In addition to serving the new bay, Route 3 will serve the Lancaster @ Satter stop on the east side of the street instead of the west side of the street.

3.1.2 Route 12

The Route 12 loop will be modified slightly to serve the new bay. When heading north on Lancaster, Route 12 buses will take a right on Satter, a right on Cooley, a left on South Campus Loop, and a left on Fire Protection Way. Buses would no longer serve Winema @ Lancaster (Bldg 52), but riders would still be able to access that area by using the stop at Lancaster @ Winema.

3.1.3 Route 13

The new Route 13 would no longer serve Winema @ Lancaster (Bldg 52), but riders would still be able to access that area by using the stop at Lancaster @ Winema. Also Route 13 would no longer form a loop on Winema, South Campus Loop, Fire Protection Way, 45th, and Silverton Road, and stops along that path would no longer be served by this route. Instead, when heading north on Lancaster Route 13 buses would take a right on Satter, a right on Cooley, and a left to return to Lancaster.

3.2 Rerouting in SE Salem

Cherriots is modifying a few routes in SE Salem to provide more frequent service to some corridors. (See Figure 3-1 and 3-2 and Table 3-1.)

3.2.1 Route 11 extended south to Marion County Correctional Facility

Route 11 will be extended south to Marion County Correctional Facility. This extension will bring 15-minute service to Lancaster Drive south of Rickey, as well as Aumsville Highway. This corridor has fairly high ridership for an hourly route, and is expected to see gains in ridership when Amazon opens a warehouse employing 1,000 workers in late 2018.

3.2.2 Route 24 replaced with 30-minute service on Route 4

Route 24 will no longer need to serve Lancaster south of Rickey and Aumsville Highway because Route 11 would now serve this stretch. Cherriots will use Route 24's revenue hours to increase Route 4 from hourly service to 30-minute service.

3.2.3 Route 7 reroute to Fairview Industrial Drive

Route 7 currently serves part of State Street and Pennsylvania Avenue to provide 30-minute service in that area (as Routes 4 and 7 are offset). Since Route 4 will be running every 30 minutes, this will no longer be necessary. Instead, Route 7 will be turned around on Hawthorne and Mission and provide 30-minute service on Mission Street and to Salem Health. This is an increase in service along these corridors in the inbound direction.

3.2.4 Route 6 rerouted to State Street and 25th Street

Since the new Route 7 will provide 30-minute service on Mission, Route 6 will be rerouted onto State Street and 25th Street to speed up service and provide more coverage.

Figure 3-1. Current routes and frequencies

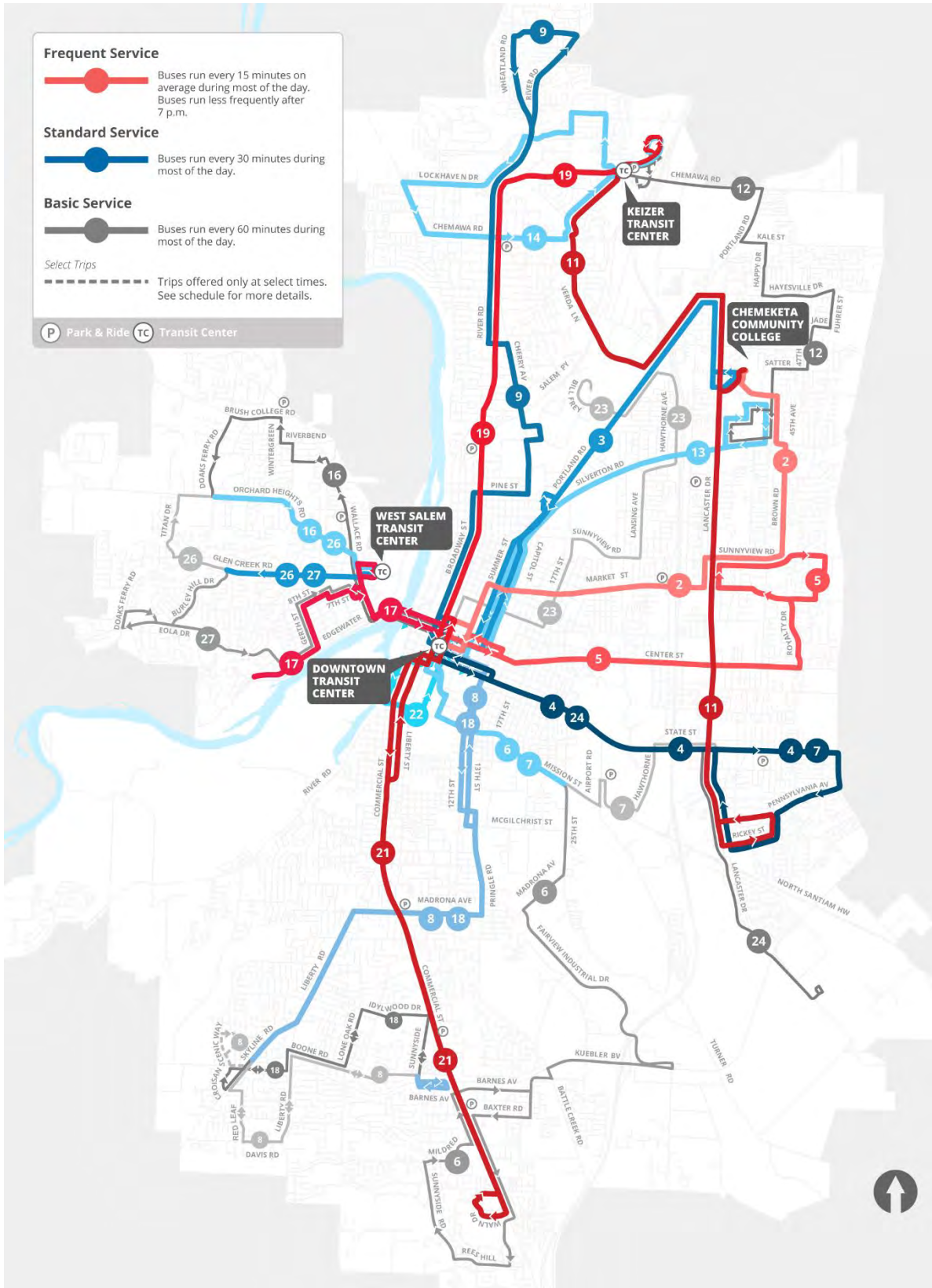


Figure 3-2. September 2018 routes and frequencies

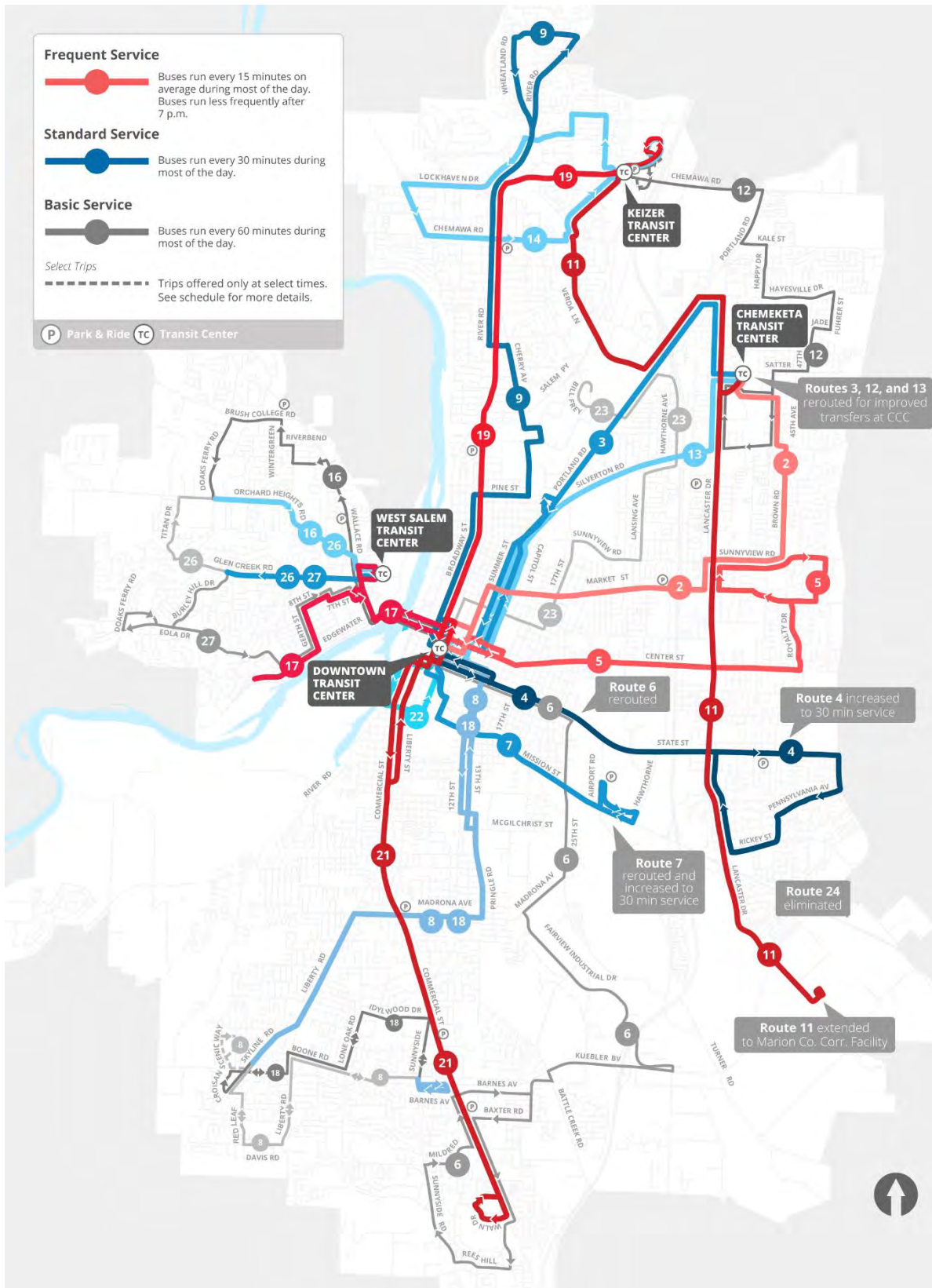
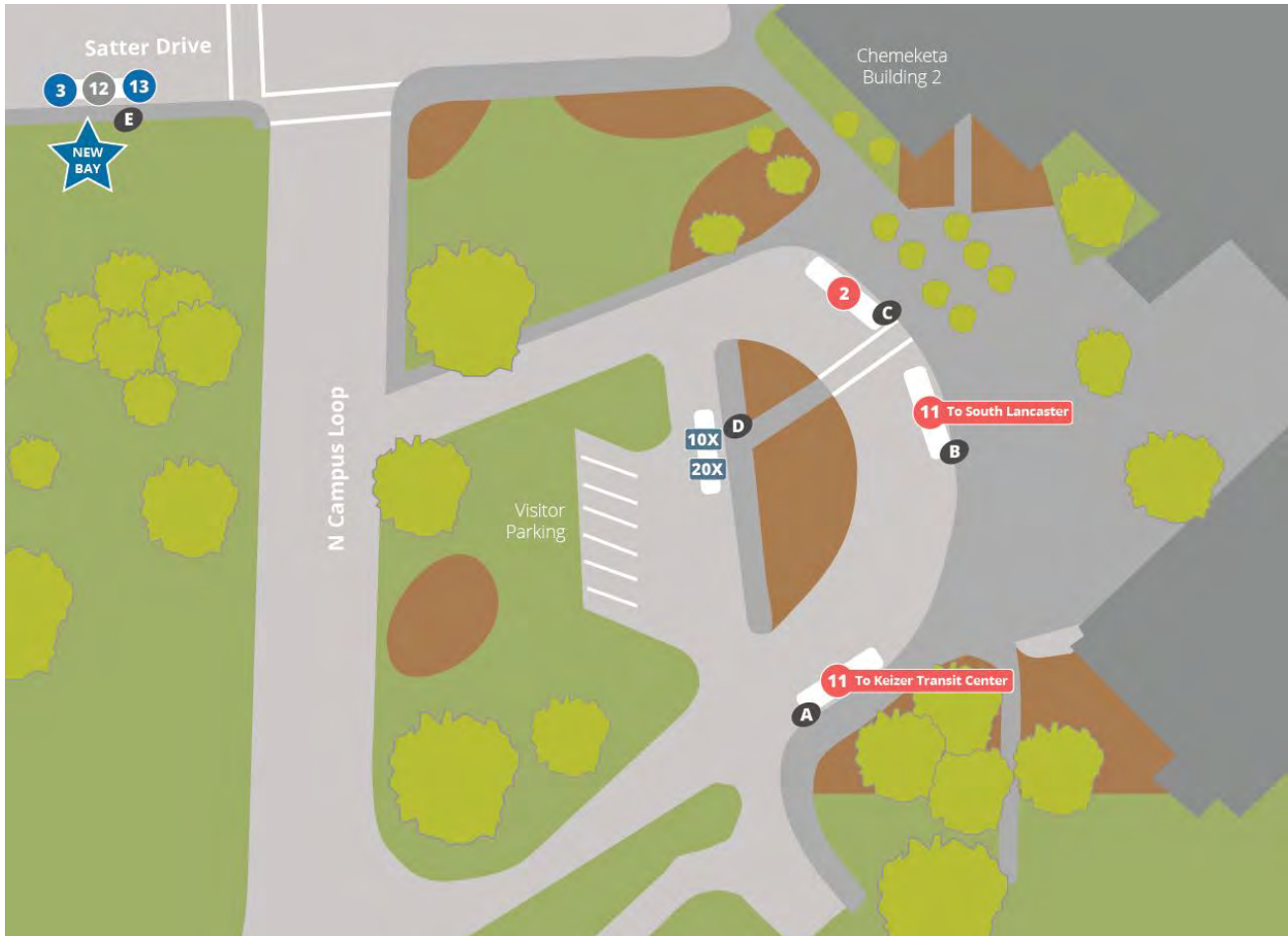


Figure 3-3. September 2018 bay map for Chemeketa Transit Center



3.3 Overall impact

The overall service change will result in an increase of 135.6 daily revenue miles and 13.1 daily revenue hours. To see a breakdown of the changes by route, including changes to frequency and hours of service, see Table 3-1 below.

Table 3-1. Frequency, hours of service, and daily route miles and rev. hrs. on routes with changes

	<i>CURRENT</i>			<i>SEPTEMBER 2018</i>		
	<i>Frequency</i>	<i>Route Miles</i>	<i>Rev. Hrs.</i>	<i>Frequency</i>	<i>Route Miles</i>	<i>Rev. Hrs.</i>
Route 3	30 min 6a-9p	352.7	30.0	30 min 6a-9p	352.7	30.0
Route 4	60 min 6a-9p	152.1	15.4	30 min 6a-9p	307.1	31.0
Route 6	60 min 6a-9p	340.5	22.6	60 min 6a-9p	340.5	22.6
Route 7	60 min 6a-9p	205.0	15.5	30 min 6a-9p	203.2	19.2
Route 11	15 min 6a-7p 30 min 7-9p	1,209.3	93.8	15 min 6a-7p 30 min 7-9p	1,373.8	102.9
Route 12	60 min 6a-9p	190.9	14.8	60 min 6a-9p	196.8	14.8
Route 13	30 min 6a-9p	290.8	19.3	30 min 6a-9p	280.3	19.3
Route 24	60 min 6a-9p	177.6	15.3	<i>No Service</i>	0.0	0.0
TOTAL	<i>N/A</i>	2,918.9	226.7	<i>N/A</i>	3,054.4	239.8
CHANGE					+135.6	+13.1

4. Equity analysis

Since many route changing in this plan constitute a “major service change,” a Title VI equity analysis was conducted to ensure resources are being distributed equitably. Staff found that, given the available data and established methodology, implementing these changes appears to benefit protected populations equitably. Cherrriots therefore finds no disparate impacts or disproportionate burdens associated with this service plan.

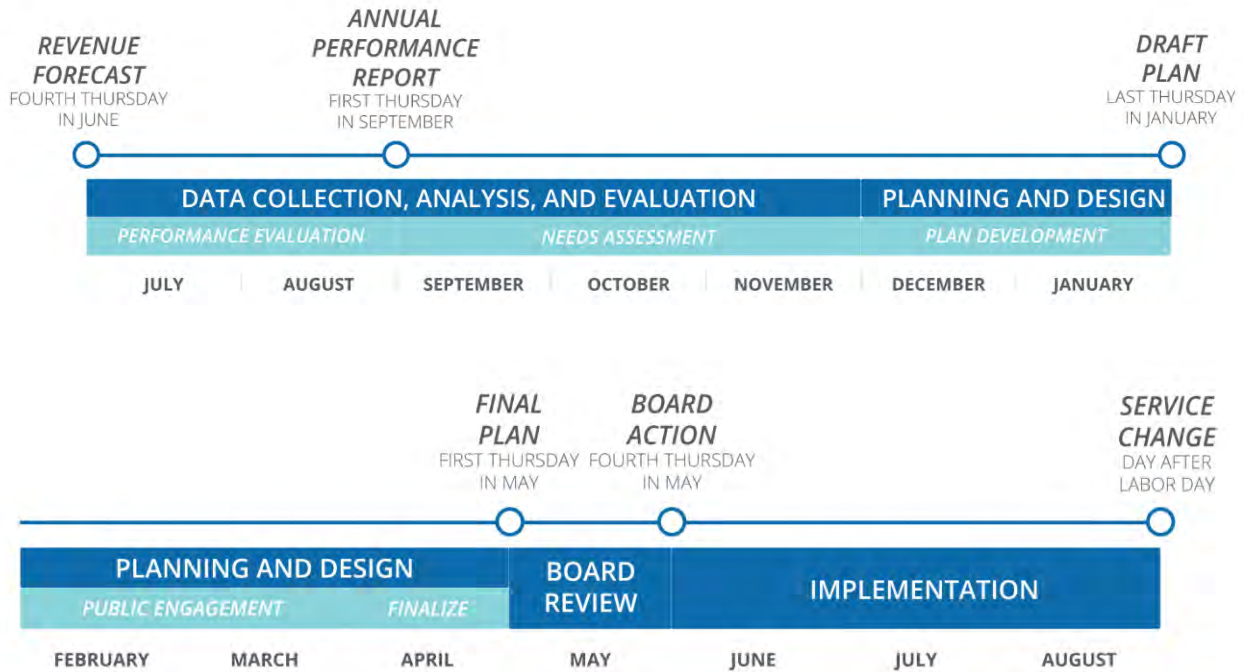
To see the full equity analysis, see **Attachment A**.



5. Next steps

Each year Cherriots staff follow the annual service planning process, from initial revenue forecast through implementation of new service. The timeline below summarizes that planning process (Figure 5-1).

Figure 5-1. Cherriots service planning process timeline



5.1 Board review (May 2018)

The Cherriots Board of Directors will review this service plan and equity analysis and take action at the May Board Meeting.

5.2 Implementation (June-September 2018)

If the service plan is approved, internal and external materials will be prepared for the September 2018 service change. New service will go into effect on Tuesday, September 4, 2018.





CHERRIOTS 2018 SERVICE PLAN

APPENDIX A

EQUITY ANALYSIS



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1. Background

As part of the project **A Better Cherriots**, staff have been developing service proposals for September 2018 and September 2019. This service plan is for the changes coming in September 2018.

This service change process began with the FY17 Annual Performance Report. Published in September 2017, this report included revenue hours, revenue miles, boardings, and on-time performance. In November 2017, Cherriots staff conducted a needs assessment. In addition to analyzing shifts in population and travel demand, staff conducted a rider and community survey, as well as a survey of Cherriots frontline employees—those who interact directly with riders on a daily basis.

Using the result of the needs assessment, staff developed a service proposal. That proposal was presented to the public in February and March 2018. Feedback gathered during that process was published in the 2018 Public Engagement Report, which was finalized at the end of March.

Based on the input presented in the 2018 Public Engagement Report, staff have made changes from the service proposal presented to the public to develop the final 2018 Service Plan. This is the equity analysis for that service plan.

2. Title VI requirements

As a recipient of Federal financial assistance, Salem Area Mass Transit District (SAMTD) must ensure that service changes – both increases and reductions – comply with Title VI of the Civil Rights Act of 1964, which states: “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

The FTA has provided specific implementing guidelines and regulations for complying with Title VI in Circular 4702.1B (“Circular”). Due to the interrelated nature of race/ethnicity and income, the Circular instructs transit agencies to consider impacts on low-income populations as well as minority populations; the assessment of potential Title VI issues related to service changes is completed through a service equity analysis.

3. SAMTD Title VI compliance

In the spring of 2014, SAMTD submitted its Title VI program to comply with the latest FTA Circular. A letter of concurrence was received in December 2015 from the FTA stating that the SAMTD Title VI Program complies with the Circular. The program outlines agency policies, definitions, and procedures for complying with Title VI and performing equity analyses. This includes the agency's Major Service Change, Adverse Effects, Disparate Impact, Disproportionate Burden, and Public Hearing policies. An update to the program was approved by the SAMTD Board of Directors at the May 25, 2017 Board meeting including many changes to the Title VI policies named above. The following summarizes these policies, but if further information is needed, the reader is directed to the full 2017 SAMTD Title VI Program, available on Cherriots.org.

3.1 Major service changes policy

All changes in service meeting the definition of Major Service Change are subject to a Title VI Equity Analysis. A Major Service Change is defined as:

1. Either a reduction or an expansion in service of:
 - a. 15 percent or more of the number of transit route miles based on the miles of an average round-trip of the route (this includes routing changes where route miles are neither increased nor reduced (i.e., re-routes)), or;
 - b. 15 percent or more of a route's frequency of the service (defined as the average hourly frequency throughout one service day for local fixed routes and as daily round trips for regional express routes) on a daily basis for the day of the week for which a change is made or;
 - c. 15 percent in the span (hours) of a route's revenue service (defined as the time between the first served stop of the day and the last stop), on a daily basis for the day of the week for which a change is made;
2. A transit route split where either of the new routes meet any of the above thresholds when compared to the corresponding piece of the former route.
3. A new transit route is established.

A Major Service Change occurs whether the above thresholds are met:

1. Within a single service proposal, or;

2. Due to a cumulative effect of routing, frequency, or span changes over the year prior to the analysis.

3.2 Definition of adverse effects

Adverse effects of Major Service Changes are defined as:

1. A decrease in the level of transit service (hours, days, and/or frequency) by 15%; and/or
2. Decreased access to comparable transit service, which is defined as an increase of the access distance to beyond:
 - a. One quarter mile for bus stops served by less than four buses per hour during peak times, or;
 - b. One half mile for bus stops served by four or more buses per hour during peak times, as well as for all regional express service.

3.3 Disparate impact policy

Testing for Disparate Impact evaluates effects on minority riders or populations as compared to non-minority riders or populations. "Minority" is defined as all persons who identify as being part of a racial/ethnic group besides white, non-Hispanic.

3.3.1 Disparate impact analysis

The determination of disparate impact associated with service changes is defined separately for impacts of changes on individual routes, and for system-level impacts of changes on more than one route, as well as for both service reductions and service improvements:

1. In the event of potential adverse effects resulting from service reductions:
 - a. A Major Service Change to a single route will be considered to have a potential disparate impact if the percentage of impacted minority population in the service area of the route exceeds the percentage of minority population of Marion and Polk counties by at least 5 percentage points (e.g., 36 percent compared to 31 percent).
 - b. To determine the systemwide impacts of Major Service Change reductions on more than one route, the percentage of Marion and Polk Counties' minority population that is impacted is compared to the

percentage of Marion and Polk counties' non-minority population that is impacted. If the percentage of the minority population impacted is at least 20 percent greater than the percentage of the non-minority population impacted (e.g., 12 percent compared to 10 percent), the overall impact of changes will be considered disparate.

2. In the event of service improvements:

a. A major service change to a single route will be considered to have a potential disparate impact if:

- i. The improvement is linked to other service changes that have disproportionate and adverse effects on minority populations, or;
- ii. The percentage of impacted minority population in the service area of the route is less than the percentage of minority population of Marion and Polk Counties by at least 5 percentage points (e.g., 26 percent compared to 31 percent).

b. To determine the systemwide impacts of Major Service Change improvements on more than one route, the percentage of Marion and Polk Counties' minority population that is impacted is compared to the percentage of Marion and Polk Counties' non-minority population that is impacted. If the percentage of the minority population impacted is at least 20 percent less than the percentage of the non-minority population impacted (e.g., 8 percent compared to 10 percent), the overall impact of the changes will be considered disparate.

3.4 Disproportionate burden policy

Testing for a Disproportionate Burden evaluates potential effects on low-income riders or populations, defined as riders or populations at or below 150% of the federal poverty level.

3.4.1 Disproportionate burden analysis

The determination of disproportionate burden associated with service changes is defined separately for impacts of changes on individual routes, and for system-level impacts of changes on more than one route, as well as for both service reductions and service improvements:

1. In the event of potential adverse effects resulting from service reductions:

a. A Major Service Change to a *single route* will be considered to have a potential disproportionate burden if the percentage of impacted low-income population in the service area of the route exceeds the percentage of low-income population of Marion and Polk counties by at least 5 percentage points (e.g., 36 percent compared to 31 percent).

b. To determine the *systemwide* impacts of Major Service Change reductions on more than one route, the percentage of Marion and Polk Counties' low-income population that is impacted is compared to the percentage of Marion and Polk counties' non-low-income population that is impacted. If the percentage of the low-income population impacted is at least 20 percent greater than the percentage of the non-low-income population impacted (e.g., 12 percent compared to 10 percent), the overall impact of changes (burden) will be considered disproportionate.

2. In the event of service improvements:

a. A major service change to a *single route* will be considered to have a potential disproportionate burden if:

i. The improvement is linked to other service changes that have disproportionate and adverse effects on low-income populations, or;

ii. The percentage of impacted low-income population in the service area of the route is less than the percentage of low-income population of Marion and Polk Counties by at least 5 percentage points (e.g., 26 percent compared to 31 percent).

b. To determine the *systemwide* impacts of major service change improvements on more than one route, the percentage of Marion and Polk Counties' low-income population that is impacted is compared to the percentage of Marion and Polk Counties' non-low-income population that is impacted. If the percentage of the low-income population impacted is at least 20 percent less than the percentage of the non-low-income population impacted (e.g., 8 percent compared to 10 percent), the overall impact of changes (burdens) will be considered disproportionate.

3.5 Requirement for a public hearing

The following paragraph defines when a public hearing is required in the case of service changes:

SAMTD shall hold a public hearing when any Major Service Change proposed results in a decrease in service. Notice must be published in a general circulation newspaper. In addition, notice will be placed in newspapers, publications, or websites that are oriented to specific groups or neighborhoods that may be affected by the proposed Major Service Change. The notice must be published at least 30 days prior to the hearing. The notice must contain a description of the proposed service reduction, and the date, time, and place of the hearing.

4. Equity analysis

In order to determine whether these planned service changes had the potential to lead to a disparate impact or disproportionate burden, staff used the above definitions to analyze the difference between the current service and the planned service.

Figure 4-1 shows the route paths and frequencies for the current service. Figure 4-2 shows the route paths and frequencies of the planned service for September 2018, including annotations noting how service will change from today.

Figure 4-3 displays which bus stops will be added, be removed, and remain. Also included is a quarter mile walk buffer around the service for September 2018. All bus stops slated to be removed are within the quarter mile buffer.

Figure 4-1. Current levels of service

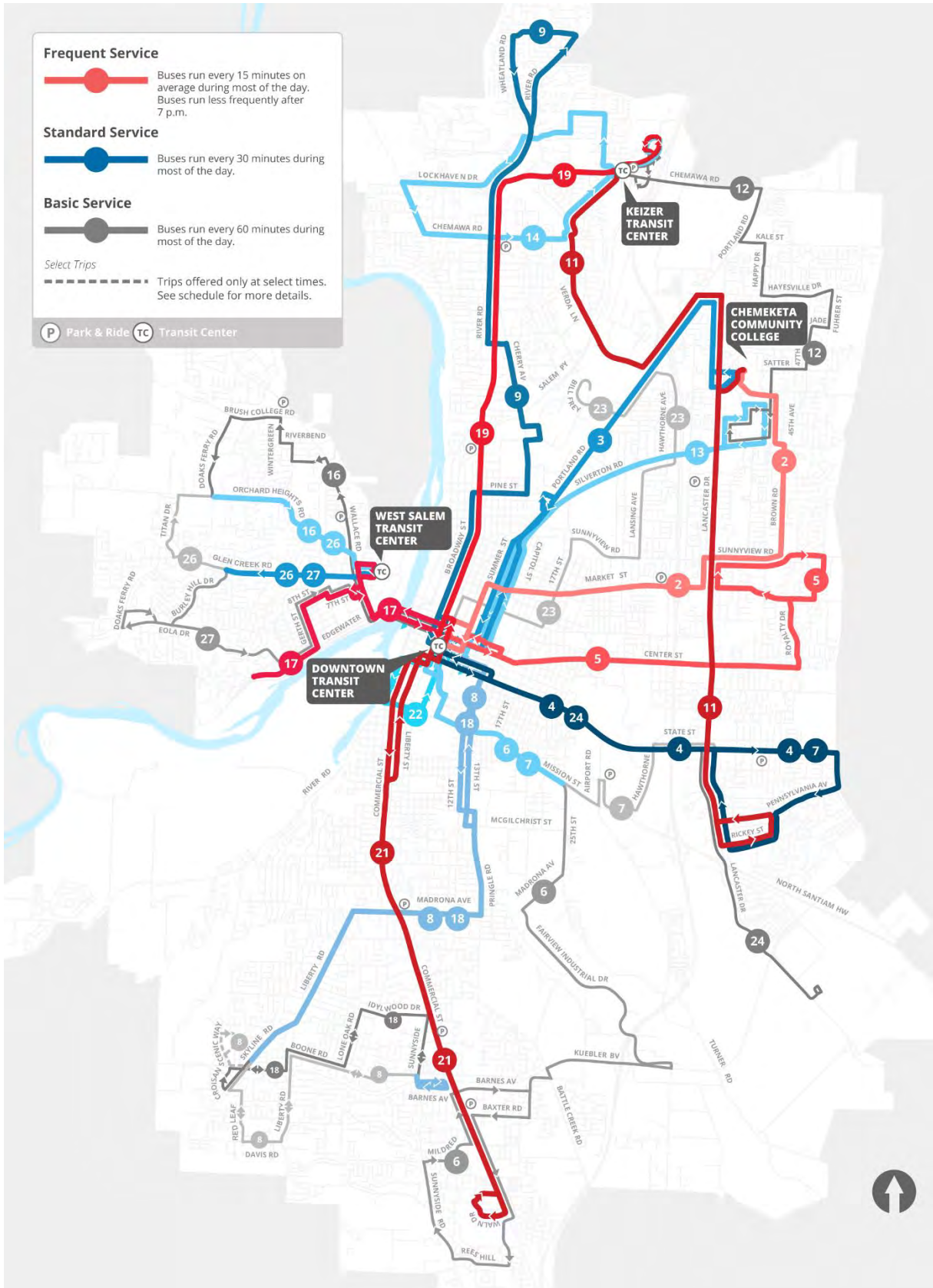


Figure 4-2. Planned levels of service for September 2018, with changes annotated

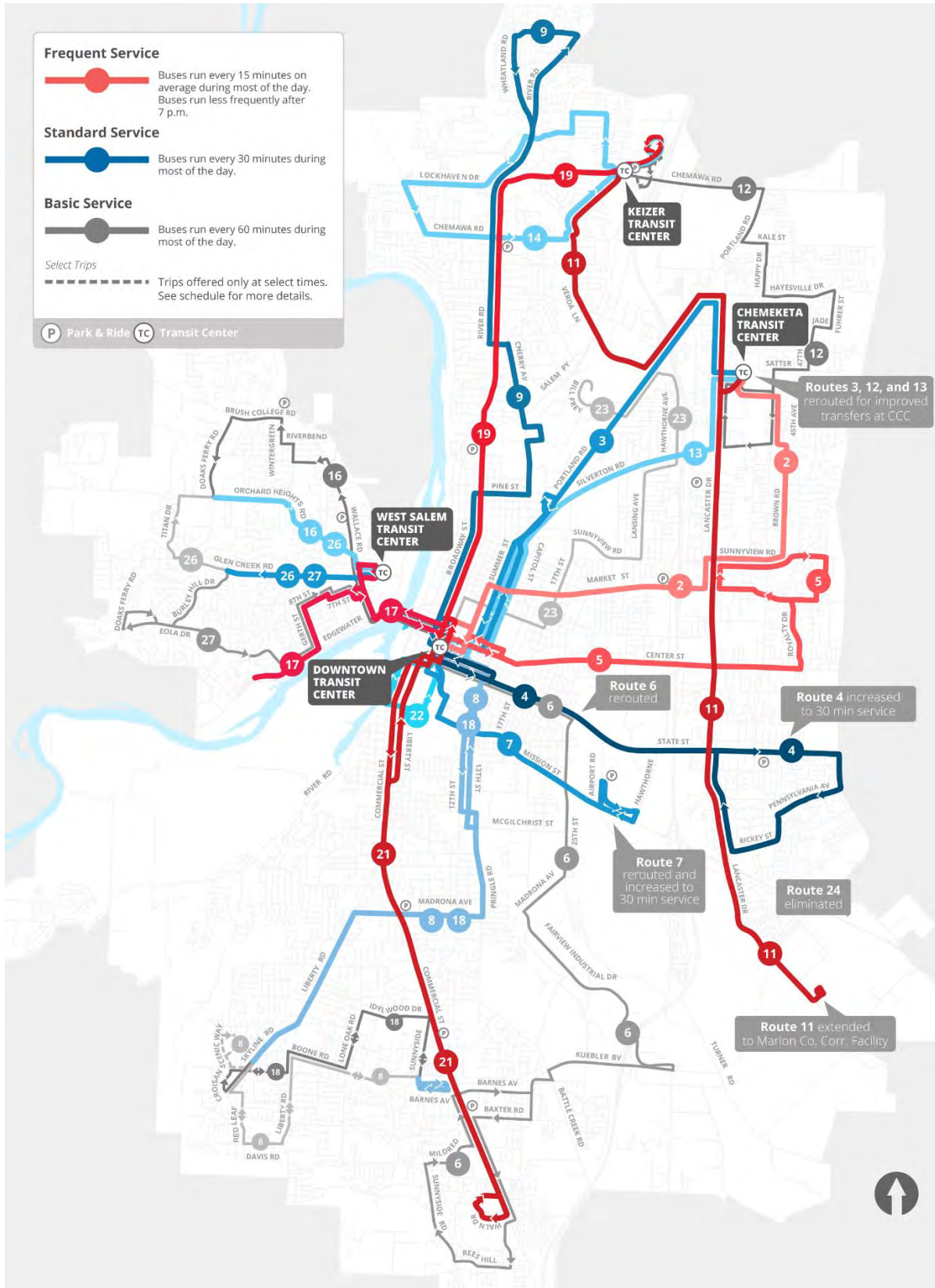
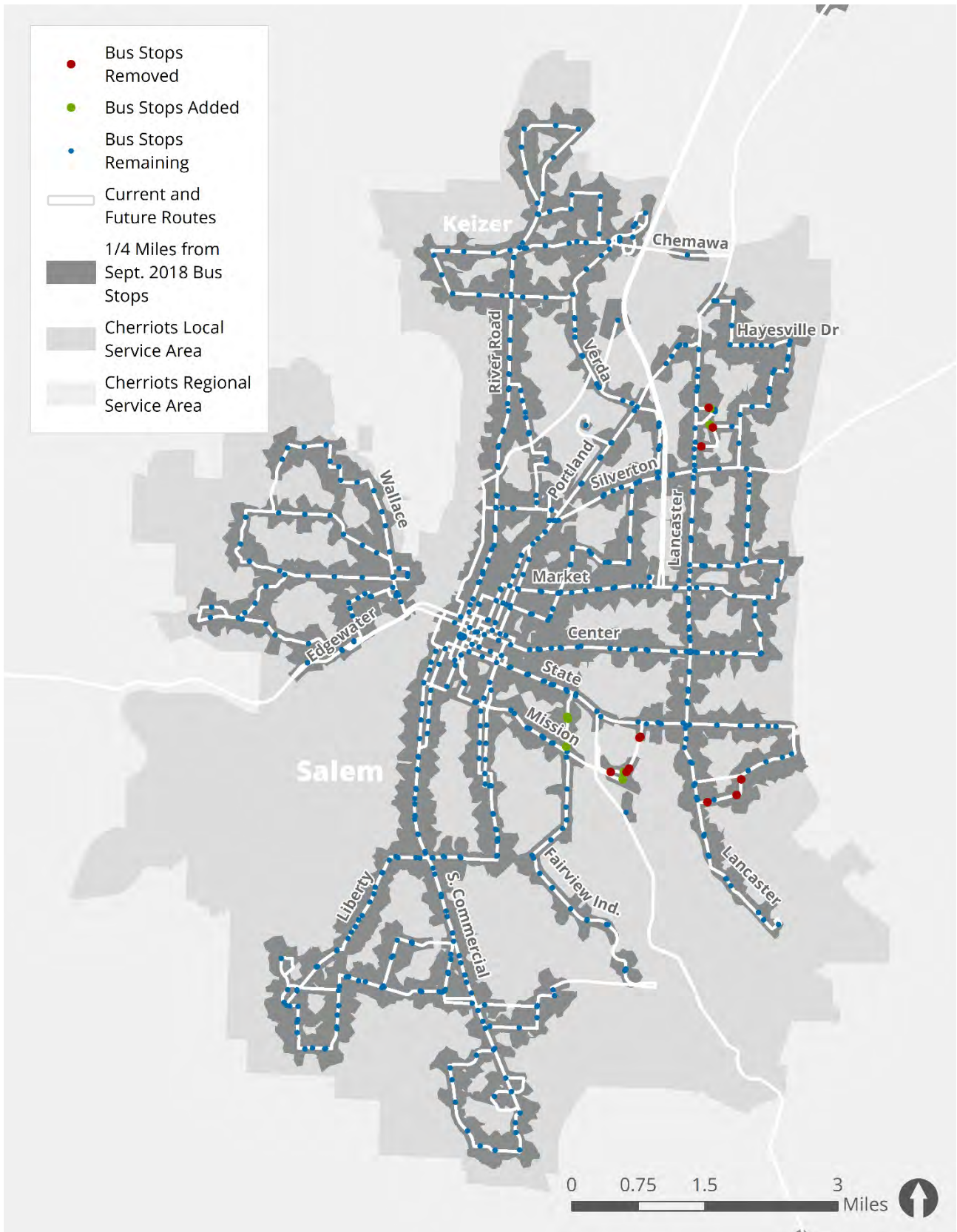


Figure 4-3. Changes by bus stop



4.1 Major service change test

Of the eight routes changing, six of them meet the threshold to qualify as a major service change (Routes 4, 6-16, 7, 11, 13-22, and 24). See Table 4-1 below.

Table 4-1. Routes that qualify as a major service change

	<i>Change in Frequency</i>	<i>Share of Route Miles Changed</i>	<i>Change in Hours of Service</i>	<i>Major Service Change?</i>
Route 3	0%	4%	0%	No
Route 4	+100%	0%	+4%	Yes
Route 6-16	0%	21%	0%	Yes
Route 7	+100%	50%	0%	Yes
Route 11	0%	18%	+1%	Yes
Route 12	0%	4%	0%	No
Route 13-22	0%	15%	0%	Yes
Route 24	-100%	100%	-100%	Yes

The six routes that qualify as major service changes need to be evaluated for potential adverse effects, disparate impacts, and disproportionate burdens.

4.2 Route-level analysis

A route-level analysis was performed on each route with a major service change.

4.2.1 Adverse effects test

Based on the adverse effects definition, there are no changes to qualify as an adverse effect.

- **Route 4** has an increase in frequency, so there is no potential adverse effect.
- **Route 6-16** has a change of route miles of 21 percent. However, all the bus stops that will no longer be served by Route 6-16 will now be served by the new Route 7 at a higher frequency.
- **Route 7's** route miles are dropping by about 50 percent. However, most bus stops that will no longer be served by Route 7 will continue to be served by Route 4 (at a frequency comparable to today). There are five Route 7 bus stops that will no longer be served by any route, but they are all well within a quarter mile of comparable service. The increase from hourly to 30-minute service will not lead to any adverse effects.
- **Route 11's** round trip route mileage is increasing by 18 percent, which does not constitute a potential adverse effect.
- **Route 13-22's** route mileage is changing by 15 percent. However, almost all bus stops that will no longer be served by the 13-22 will continue to be served by comparable service. Of the two that will no longer be served by any route, both are within a quarter mile of comparable service.
- **Route 24** is being eliminated. However, there will be comparable service at every former Route 24 bus stop.

4.2.2 Disparate impact test

To determine if there are any potential disparate impacts, staff began by determining the share of minorities in each route’s service area. On average, the Cherriots service area has 30.6 percent minorities. Per the disparate impact policy, a share of minorities of 25.6 percent or below would be significantly below that of the region, a share of minorities 35.6 percent or higher would be significantly above that of the region, and a share between 25.6 percent and 35.6 percent would be the same as the regional average.

Of the routes with major service changes, three have both an above-average share of minorities and a decrease in either frequency, round trip miles, or hours of service— routes 7, 13-22, and 24. Because of this, there are potential disparate impacts for all three routes. However, as established earlier, none of these routes have any adverse effects. Therefore, there are no route-level disparate impacts.

Table 4-2. Disparate impact test for routes with major service changes

	<i>Minorities</i>	<i>Total Population</i>	<i>Share</i>	<i>Compared to Regional Average</i>	<i>Potential Disparate Impact</i>	<i>Adverse Effect</i>	<i>Disparate Impact</i>
Route 4	14,874	35,735	41.6%	Above	No	No	No
Route 6-16	15,044	63,932	23.5%	Below	No	No	No
Route 7	15,705	36,486	43.0%	Above	Yes	No	No
Route 11	26,729	52,543	50.9%	Above	No	No	No
Route 13-22	19,117	43,200	44.3%	Above	Yes	No	No
Route 24	11,085	28,178	39.3%	Above	Yes	No	No

4.2.3 Disproportionate burden test

To determine if there are any potential disproportionate burdens, staff began by determining the share of low-income residents in each route’s service area. On average, the Cherriots service area has a low-income share of 29.4 percent. Per the disproportionate burden policy, a share of low-income residents of 24.4 percent or below would be significantly below that of the region, a share of low-income residents 34.4 percent or higher would be significantly above that of the region, and a share of low-income residents between 24.4 percent and 34.4 percent would be the same as the regional average.

Of the routes with major service changes, three have both an above-average share of low-income residents and a decrease in either frequency, round trip miles, or hours of service—routes 7, 13-22, and 24. Because of this, there are potential disproportionate burdens for all three routes. However, as established earlier, none of these routes have any adverse effects. Therefore, there are no route-level disproportionate burdens.

Table 4-2. Disproportionate burden test for routes with major service changes

	<i>Low-Income</i>	<i>Total Population</i>	<i>Share</i>	<i>Compared to Regional Average</i>	<i>Potential Disp. Burden</i>	<i>Adverse Effect</i>	<i>Disp. Burden</i>
Route 4	10,471	29,517	35.5%	Above	No	No	No
Route 6-16	15,320	60,102	25.5%	Same	No	No	No
Route 7	11,344	30,154	37.6%	Above	Yes	No	No
Route 11	21,381	51,831	41.3%	Above	No	No	No
Route 13-22	18,143	41,854	43.3%	Above	Yes	No	No
Route 24	8,330	22,174	37.6%	Above	Yes	No	No

4.3 System-level analysis

The next step is to evaluate the systemwide impacts of this service improvement. In order to accomplish this, staff compared the share of both minority and low-income populations in block groups affected by the change to the other block groups in the Cherriots service area that are not affected by the change.

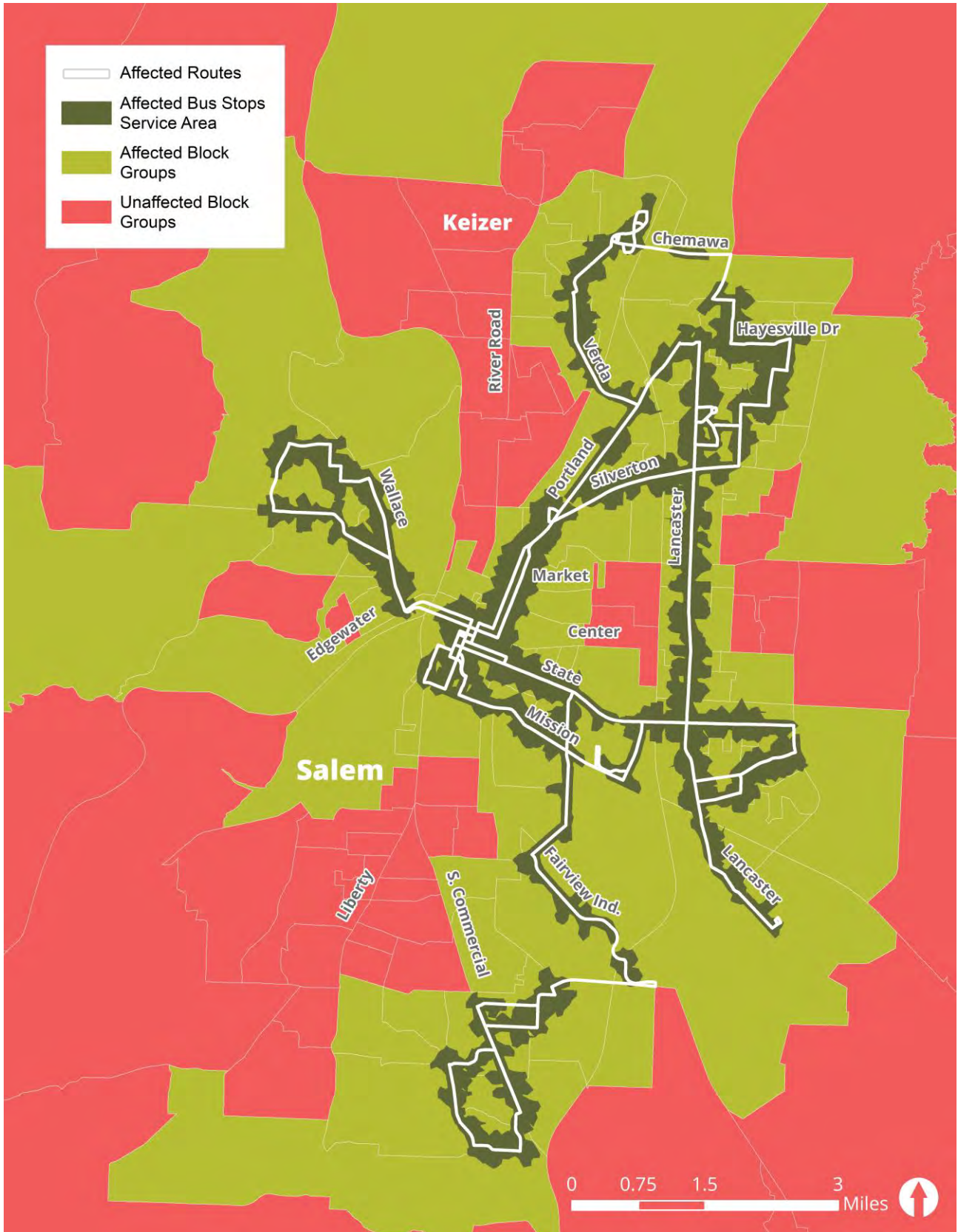
In Figure 4-4, affected routes are in white and the service area (quarter mile walk distance) from their bus stops is in dark green. All block groups overlapping the routes' service areas are highlighted in bright green. Block groups not affected are in red. Note that there are more unaffected block groups in the region that are not pictured. This map is zoomed in on the affected area.

Table 4-3 below shows the difference between the share of minorities and low-income populations and the affected and unaffected block groups. In both cases, the share is higher in the affected block groups. Since overall this is an increase in service, there are no potential disparate impacts or disproportionate burdens.

Table 4-3. System-level disparate impact and disproportionate burden test

	<i>Minorities</i>	<i>Total Population</i>	<i>Share</i>	<i>Low-Income</i>	<i>Total Population</i>	<i>Share</i>
Affected Block Groups	58,856	161,716	36.4%	50,249	154,308	32.8%
Unaffected Block Groups	63,509	238,807	26.6%	64,306	235,223	27.3%
Difference Between Unaffected and Affected			+36.8%			+20.1%
			No potential disparate impact			No potential disp. burden

Figure 4-4. System level analysis of service change



5. Public hearing

A public hearing is not required for this service change since there is an increase in service overall.

6. Summary and discussion

On the whole, this service change will work better for more people than the current service. These benefits can be realized without disparately impacting minority populations and without disproportionately burdening low-income populations in the Cherriots service area.

Thus, given the available data and established methodology, implementing these changes appears to benefit protected populations equitably. Cherriots therefore finds no disparate impact or disproportionate burden associated with the September 2018 service change.





BOARD MEETING MEMO

Agenda Item H.2

To: Board of Directors

From: Stephen Dickey, Director of Transportation Development

Thru: Allan Pollock, General Manager

Date: May 24, 2018

Subject: Approval of Bus Stop Improvement Program Group 2 Project Budget and Construction Contract Execution

ISSUE

Shall the Board approve an overall project budget of \$202,595, and authorize the General Manager to negotiate the final contract language and execute a contract with Jeff Carter Construction for the construction of bus stop improvements in the not to exceed amount of \$176,170, and a 15% project contingency of \$26,425?

BACKGROUND AND FINDINGS

In 2015, SAMTD completed the first group of bus stop improvements in the overall Bus Stop Improvement Program (BSIP). The purpose of the BSIP is to improve access to public transportation service by removing physical barriers at bus stops, and to improve customer convenience by adding improvements such as passenger shelters, lighting, and paved waiting areas. This contract will complete the construction of improvements at 35 locations in Salem, Keizer, and Marion County. While this group is being completed, preparations for subsequent groups will be completed until the BSIP project is completed.

FINANCIAL IMPACT

Funding for this proposed contract is covered through 5307 grant funds from the Metropolitan Planning Organization (MPO) Salem Keizer Area Transportation Study (SKATS); and is included in the SAMTD's Adopted FY2018 Budget under the Capital Projects Fund. Improvement costs are identified in the contract exhibit. The contract and exhibits are included as **ATTACHMENT A** to this memo.

RECOMMENDATION

Staff recommends that the Board approve an overall project budget of \$202,595, and authorize the General Manager to negotiate the final contract language and execute a contract with Jeff Carter Construction for the construction of bus stop improvements in the not to exceed amount of \$176,170, and a 15% project contingency of \$26,425.

PROPOSED MOTION

I move that the Board approve an overall project budget of \$202,595, and authorize the General Manager to negotiate the final contract language and execute a contract with Jeff Carter Construction for the construction of bus stop improvements in the not to exceed amount of \$176,170, and a 15% project contingency of \$26,425.

“DRAFT”

SALEM AREA MASS TRANSIT DISTRICT
CONTRACT FOR THE PROVISION OF CONSTRUCTION SERVICES
FOR
BUS STOP IMPROVEMENT PROJECT GROUP 2
SAMTD CONTRACT NO. 18-015

This Contract is made and entered into this 25th day of May, 2018 (“Effective Date”) between the SALEM AREA MASS TRANSIT DISTRICT (“SAMTD”), a mass transit district and a political subdivision of the State of Oregon, and JEFF CARTER CONSTRUCTION, INC. (“PROPOSER” or “CONTRACTOR”), a corporation organized pursuant to the laws of the State of Oregon. SAMTD and Contractor may hereinafter from time to time be referred to as “Party” or, collectively as the “Parties”.

RECITALS

WHEREAS, SAMTD desires to enter into a Contract with CONTRACTOR to provide construction services as described in SAMTD Solicitation No. 18-015 (“the solicitation”), fully conformed, and incorporated herein by reference (“Services” or the “Work”); and

WHEREAS, SAMTD has selected CONTRACTOR to provide the Work in accordance with its Procurement Policy and Rules Manual; and

WHEREAS, the CONTRACTOR has represented to SAMTD that it is sufficiently qualified and experienced to provide those Services detailed in the solicitation, and SAMTD has relied on such representations; and

WHEREAS, sufficient authority exists in SAMTD’s rules and regulations and state statute, sufficient funds have been budgeted for these purposes and are available, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, SAMTD and the CONTRACTOR agree as follows:

ARTICLE 1 – SCOPE OF WORK

The required Work are as enumerated and described in Exhibit A – Scope of Work, which document is attached hereto and incorporated herein. The Work is also as described in SAMTD Solicitation No. 18-015 Attachment B and Attachment C.

ARTICLE 2 – COMPENSATION AND PAYMENT

The terms for Compensation and Payment are set forth in Exhibit B – Compensation and Method of Payment, attached hereto and incorporated herein. The Compensation is also as described in Proposers response to SAMTD Solicitation No. 18-015 Exhibit 13 Price Proposal Bid Form.

Any work not required by the terms of this Contract that are performed without prior written authority from SAMTD, will be considered as unauthorized and at the sole expense of CONTRACTOR. Work so performed will not be compensated, and no extension in the period of performance will be granted on account thereof.

The parties agree that SAMTD is a governmental entity and that all obligations beyond the current fiscal year are subject to funds being budgeted and appropriated by its Board of Directors. SAMTD's financial obligation under the Contract shall be contingent upon the availability of appropriated funds, and, if applicable grant funds, from which payment for Contract purposes can be made. No legal liability on the part of SAMTD for any payment may arise until funds are made available for the Contract by SAMTD's Board of Directors.

ARTICLE 3 – CONTRACT TYPE

This is a Lump Sum (Firm, Fixed Price) Contract. The total dollar value of the Contract is specified in Exhibit B – Compensation and Method of Payment.

ARTICLE 4 – CONTRACT AND CONTRACT DOCUMENTS

The Contract consists of the following "Contract Documents":

- (1) Contract between SAMTD and CONTRACTOR;
- (2) Exhibit A – Scope of Work, including Project Schedule;
- (3) Exhibit B – Compensation and Method of Payment;
- (4) Exhibit C – SAMTD Invitation To Bid ("ITB") No. 18-015, fully-conformed and inclusive of all exhibits to the ITB (by reference);
- (5) Exhibit D – CONTRACTOR'S Bid in response to ITB No. 18-015;
- (6) Contract Drawings
- (7) Performance Bond
- (8) Payment Bond

This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

In the event of an inconsistency between any provisions of the Contract Documents, the more specific provisions shall govern the less specific provisions and written addenda, change orders or other modifications approved in writing by both parties shall govern the original documents.

There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended or repealed by written agreement of both parties to the Contract in the form of a Contract Amendment, as specified in Article 13 below.

ARTICLE 5 – ORDER OF PRECEDENCE OF THE CONTRACT DOCUMENTS

In the event of inconsistency between provisions of the Contract Documents, the inconsistency will be resolved by giving precedence in the following order:

- (1) Contract Amendments;
- (2) Contract between The Salem Area Mass Transit District and CONTRACTOR;
- (3) Exhibit A – Scope of Work;
- (4) Exhibit C – SAMTD ITB No. 18-015, fully-conformed and inclusive of all addenda to the ITB.
- (5) Exhibit D – Contractor's Bid in response to SAMTD ITB No. 18-015.

ARTICLE 6 – PROJECT AUTHORIZATION AND PERFORMANCE

The CONTRACTOR agrees to perform the required Work in accordance with the Project Schedule as agreed upon by SAMTD and the CONTRACTOR prior to contract execution. Following Contract execution, SAMTD will issue a Notice to Proceed to CONTRACTOR, and which shall authorize and direct CONTRACTOR to begin work on the Contract. The CONTRACTOR shall begin work no later than fourteen (14) calendar days after the Effective Date of the Contract, or three (3) calendar days after receipt of the Notice to Proceed, whichever is later.

ARTICLE 7 – CONTRACT MANAGER AND KEY PERSONNEL

- (1) The SAMTD Contract Manager for this Contract is SAMTD’s Director of Transportation Development, unless otherwise designated in writing by the SAMTD Procurement and Contracts Department or the SAMTD General Manager (“GM”).
- (2) Contractor’s Key Personnel. Contractor shall provide a list of its Key Personnel with contact information to the SAMTD Contract Manager no later than fourteen (14) calendar days after the Effective Date of the Contract, or three (3) calendar days after receipt of the Notice to Proceed, whichever is later.
- (3) All workers will have sufficient skill and experience to perform the work assigned to them. SAMTD will have the right, in its sole and absolute discretion, to require the removal of Contractor’s personnel at any level assigned to the performance of the Work, at no additional cost to SAMTD, if SAMTD considers such removal necessary in its best interests and requests such removal in writing. Further, an employee who is so removed will not be re-employed on this Contract.

ARTICLE 8 – CONTRACT TIME

Time is of the essence in the performance of this Contract.

- (1) Date of Commencement. The CONTRACTOR shall commence the Work on the Effective Date set forth above.
- (2) Time.
 - a. Bus Stop Improvement Project Group 2. Substantial Completion of the Work shall be achieved by not later than **November 30, 2018**.
 - b. Unless otherwise specified in the Certificate of Substantial Completion, the Work shall be finally complete not later than **January 15, 2019**, unless the contract time is extended by SAMTD as provided in the Contract, or sooner terminated as herein provided.

ARTICLE 9 – SCHEDULE OF WORK

Before submitting the first application for payment, the Contractor shall submit, for review by the Design Professional and approval by SAMTD, a Schedule of Work that shall show the dates on which the Contractor plans to begin and to complete various parts of the Work, including dates on which information and approvals are required from SAMTD.

SAMTD may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the Schedule of Work. SAMTD may require the Contractor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of Work by SAMTD or others. To the extent changes initiated by SAMTD increase the Contractor’s time and costs, the Contract Price and Contract Time shall be equitably adjusted as mutually agreed by the parties.

ARTICLE 10 – DELAYS AND EXTENSIONS OF TIME

- (1) If the Contractor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Contractor, the Contractor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of the Contractor include, but are not limited to, the following: acts or omissions of SAMTD, the Design Professional or others; changes in the Work or the sequencing of the Work ordered by SAMTD or arising from decisions of SAMTD that impact the time of performance of the Work; transportation delays not reasonably foreseeable; labor disputes not involving the Contractor; general labor disputes impacting the Project but not specifically related to the Worksite; fire; terrorism; epidemics; adverse governmental actions; unavoidable accidents or circumstances; adverse weather conditions not reasonably anticipated; encountering Hazardous Materials; concealed or unknown conditions; and delay authorized by SAMTD pending dispute resolution. The Contractor shall process any requests for equitable extensions of Contract Time as mutually agreed by the Parties.
- (2) In addition, if the Contractor incurs additional costs as a result of a delay that is caused by acts or omissions of SAMTD, the Design Professional, or others, changes in the Work or the sequencing of the Work ordered by SAMTD, or arising from decisions of SAMTD that impact the time of performance of the Work, encountering Hazardous Materials, concealed or unknown conditions, or delay authorized by SAMTD pending dispute resolution, the Contractor shall be entitled to an equitable adjustment in the Contract Price as mutually agreed by the Parties.
- (3) In the event delays to the Work are encountered for any reason, the Contractor shall provide prompt written notice to SAMTD of the cause of such delays after the Contractor first recognizes the delay. SAMTD and Contractor agree to undertake reasonable steps to mitigate the effect of such delays.
- (4) Notice of Delay of Claims. If the Contractor requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay, the Contractor shall give SAMTD written notice of the claim. If the Contractor causes delay in the completion of the Work, SAMTD shall be entitled to recover its additional costs, subject to the mutual waiver of consequential damages herein.

ARTICLE 10 – INDEPENDENT CONTRACTOR

The Contractor is not an officer, employee, or agent of SAMTD or the State of Oregon as those terms are used in the State Tort Claims Act (ORS 30.265).

Contractor shall perform the Work required under this Contract as an Independent Contractor, not as an agent or employee of SAMTD. Contractor has no authority to make any statement, representation, or commitment of any kind or to take any action binding upon SAMTD, without SAMTD's prior written authorization. SAMTD is only interested in the results achieved by the Work performed by the Contractor; the manner of legally achieving those results is the responsibility of the Contractor.

All of the Work required by this Contract shall be performed by Contractor or under its supervision, and all personnel engaged in the Services shall be fully qualified.

Furthermore, it is understood that SAMTD will not provide insurance or benefits of any nature to the Contractor, its employees, or subcontractors.

The Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Work hereunder. The Contractor

further agrees that in the performance of the Contract, no person having any such interests shall be employed.

ARTICLE 11 – EMPLOYMENT OF THE DISTRICT'S PERSONNEL

The Contractor shall not employ any person or persons in the employ of SAMTD for any work required by the terms of this Contract without the written permission of SAMTD, except as may otherwise be provided for herein.

ARTICLE 12 – CONTRACTOR REPRESENTATIONS

- (1) No advantage shall be taken by the CONTRACTOR in the omission of any part or detail which goes to make the execution of the Work complete even though such part or detail is not named in the Scope of Work or Contract Documents. In order to induce SAMTD to enter into this Contract, the CONTRACTOR makes the following representations:
 - a. Before submitting a bid in response to the solicitation, the CONTRACTOR has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, Specifications, the location and site of the Work and all local conditions, as well as federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
 - b. CONTRACTOR has carefully studied all physical conditions at the site and the existing facilities affecting cost, progress and performance of the Work.
 - c. CONTRACTOR has promptly given SAMTD written notice of all conflicts, errors, inconsistencies, omissions, or discrepancies that it has discovered and the written resolution thereby by SAMTD is acceptable to the CONTRACTOR.
- (2) CONTRACTOR agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Contract for a period of one (1) year or such other time that is specified in the Contract Documents after the date of the acceptance of the Work.
- (3) SAMTD shall not be responsible for any loss or for any unanticipated costs that may be suffered by the CONTRACTOR as a result of the CONTRACTOR'S failure to acquire full information in advance in regarding to all conditions pertaining to the Work.
- (4) SAMTD will be entitled to make such corrections therein and interpretations thereof as it may deem necessary for the fulfillment of the intent of this Contract. Omissions or erroneous descriptions of any Services that are manifestly necessary to carry out the intent of this Contract, or that are customarily performed, will not relieve CONTRACTOR from performing such Services at no additional expense and/or delay, and such Work will be performed as if fully and correctly set forth in this Contract.

ARTICLE 13 – INDEMNIFICATION

- (1) Professional Liability. The Contractor shall exercise in its performance of the Services the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. The Contractor shall be liable to SAMTD for any loss, damages or costs incurred by SAMTD for the repair, replacement or correction of any part of the project or

Services to be rendered which is deficient or defective as a result of any failure of the Contractor to comply with this standard.

- (2) Indemnification. To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless SAMTD and all of its officers, principals, agents and employees from and against all claims, damages, demands, losses, expenses, or liability whatsoever, including but not limited to attorneys' fees or claims by subcontractors of any tier, arising out of or resulting from the performance of this Contract.

In case any suit or legal proceeding is brought against SAMTD, the Contract Manager, or any of SAMTD's officers, principals, agents or employees, alleging loss or damage sustained by any person or property as a result of the performance of the Work covered by this Contract; the Contractor agrees to assume the defense thereof, and to pay costs and expenses connected therewith, and judgments that may be obtained against SAMTD, the Contract Manager, or any of SAMTD's officers, principals, agents, or employees, as a result of such suits, the Contractor shall, at once, and in not less than seven (7) days, cause the same to be dissolved and discharged by giving bond or otherwise. Except as provided by law, the Contractor's agreement to defend and pay all related expenses exists whether or not such injuries or damage are caused by the inherent nature of the Work, as specified.

Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Contract. SAMTD may, if it so desires, withhold the payments due the Contractor so long as shall be reasonably necessary to indemnify SAMTD on account of such injuries.

In any and all claims against SAMTD or any of its agents or employees by any employee of the Contractor, any subcontractor of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor.

The parties agree that nothing contained herein waives or is intended to waive any other rights, protections, immunities, defenses or limitations on liability provided by law, and subject to any applicable provisions of the Oregon Constitution and applicable laws.

Contractor will perform and require its subcontractors to perform the Services in accordance with the requirements of this Contract and in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing services of a similar nature. Contractor will be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, it being understood that SAMTD will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Services. The foregoing obligations and standards will constitute the "Standard of Performance" for purposes of this Contract.

ARTICLE 14 – INSURANCE

- (1) Contractor, and all of its subcontractors, shall procure and maintain, until all of its obligations under this Contract have been discharged, including until any warranty periods under this Contract are satisfied, the following types of insurance coverage and limits of liability. These insurance requirements and the obligations of the indemnification agreement that is part of this Contract shall apply to anyone hired by Contractor to work under this Contract. Contractor, and

all of its subcontractors, shall procure and maintain in effect the following types of insurance at least as broad and with limits of liability not less than those stated below.

(2) The insurance requirements herein are minimum requirements for this Contract. SAMTD in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the Services under this Contract by the Contractor, representatives, employees, or subcontractors and Contractor is free to purchase such additional insurance as may be determined necessary.

a. Commercial General Liability Insurance: Contractor must maintain a \$2,000,000, combined single-limit, commercial general liability insurance policy covering claims for death, bodily injury, and property damage arising out of Contractor's performance, under this Contract. Such insurance must include coverage for completed operations, and must provide the primary coverage on all claims arising out of the performance of the contract.

b. Commercial Auto Liability: Contractor and any subcontractors and agents must provide Automobile Bodily Injury and Property Damage Insurance covering all automobiles defined as motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits: Limits: \$2,000,000 per Occurrence per Person \$2,000,000 per Occurrence for Bodily Injury \$2,000,000 per Occurrence for Property Damages.

c. Worker's Compensation Insurance: Contractor must maintain, during the life of this Contract, Workers' Compensation Insurance or equivalent for all employees employed on this work; and must require any subcontractors and agents to provide similar insurance for all said subcontractors' or agents' employees, unless said employees are covered by the insurance maintained by the Contractor.

d. Professional Liability (Errors and Omissions Liability)

i. The policy shall cover professional misconduct or lack of ordinary skill for those services defined in the Scope of Services of this Contract.

ii. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discover period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

iii. Minimum Limits:

Per Loss	\$1,000,000
Aggregate	\$1,000,000

(3) Contractor's insurance, and all of its subcontractors' insurance, shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed below.

a. The Contractor shall add SAMTD and its directors, officers, representatives, agents, and employees as additional insureds with respect to work or operations connected with the Contract (excluding Worker's Compensation policies). Within ten (10) days of awarding this Contract, and thereafter on at least an annual basis, the Contractor shall furnish SAMTD's Procurement Manager with Certificates of Insurance indicating the

correct insurance coverage has been obtained and is in full force and effect through the next date of notification.

- (4) The Contractor shall secure excess insurance for the Commercial General Liability and Commercial Auto Liability in the amount of \$5,000,000. In addition, the Contractor shall carry both Collision and Comprehensive coverage on all vehicles.
- (5) The Contractor, and all subcontractors, shall furnish to SAMTD a certificate(s) of insurance (using ACORD form or equivalent) provided by the Contractor's insurance carrier or agent to show that the insurance specified in this Contract is in force stating policy numbers, dates of expiration, limits of liability and coverages thereunder, the name of the project, or "Any and All Operations" if working on more than one project and further providing that the insurance shall not be cancelled until the expiration of thirty (30) days after written notice of such cancellation has been mailed to SAMTD. Such notice shall be mailed certified mail, return receipt requested.
- (6) Contractor and SAMTD waive all rights against (1) each other and any of their Contractors, agents and employees, each of the other, and (2) SAMTD, separate Contractors, and any of their Contractors, subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance provided under the Contract or other property insurance applicable to the work, except such rights as they may have to proceeds of such insurance held by the SAMTD as fiduciary.
 - (a) Contractor shall require of their agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. The policies, except for workers' compensation, shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- (7) Special Provisions:
 - (a) Insurance coverage carried by the Contractor, or any subcontractor, shall not be subject to limitations, conditions or restrictions reasonably deemed by SAMTD to be inconsistent with the intent of the Insurance Requirements to be fulfilled by Contractor under this Article 17.
 - (b) All policies are to be written through companies duly entered and authorized to transact that class of insurance in the State of Oregon, adjusted annually per ORS 30.271 and 30.272, and that are acceptable to SAMTD. The insurance companies must have an A.M. Best rating of A:XI or better in the most recent Best's Key Rating Guide.
 - (c) Approval, disapproval or failure to act by SAMTD regarding insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability pursuant to Article 16 for damages. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Contractor from liability.
 - (d) If the liability policies do not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide a Separation of Insureds provisions.

- (e) Contractor shall make no request for special payments for any insurance that the Contractor may be required to carry as identified under this Article; all are included in the Contract price.
 - (f) Contractor shall require all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly waived in writing by SAMTD. The sufficiency of subcontractor insurance and coverage limits is subject to SAMTD's approval and must be shown by appropriate insurance certificates in a form acceptable to SAMTD.
 - (g) Deductibles and Self-Insured Retention. All deductibles and/or self-insured retention amounts must be declared to SAMTD.
 - (h) Certificates of Insurance. Before commencing performance on the Contract, Contractor and its subcontractors must furnish certificate(s) of insurance (using ACORD form or equivalent) to SAMTD evidencing:
 - i. Insurance coverage in accordance with this Article 17 – Insurance
 - ii. Signature by person authorized by insurer to bind coverage on its behalf.
 - iii. Effective expiration dates of policies.
 - iv. SAMTD must be given thirty (30) days written notice, in accordance with policy terms, of all cancellation, non-renewal, or material changes in policy by either Insurer or Contractor.
 - v. SAMTD is added as Additional Insured party on the Commercial General Liability.
 - vi. A waiver of subrogation endorsement applies on the General Liability.
 - vii. Any deductible and/or self-insured retention.
 - viii. Certificate of Insurance title block format is as follows: Salem Area Mass Transit District, 555 Court St NE, Suite 5230, Salem, Oregon 97301.
- (6) This Contract can be terminated for default for failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal. SAMTD shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site, or from performing Work, until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by SAMTD.

ARTICLE 15 – WARRANTY OF WORK AND BONDING REQUIREMENTS

- (1) The Contractor shall be required to obtain performance and payment bonds as follows:

- a. Performance Bonds
 - i. The CONTRACTOR shall furnish, at its own expense, a performance bond, payable to SAMTD in the amount of one-hundred percent (100%) of the full expected cost of the Goods and Services to be provided, as a guarantee of good faith on behalf of the CONTRACTOR that the terms of the Contract will be complied with in every particular way.
 - ii. SAMTD may require additional performance bond protection if the contract price is increased. The increase in protection shall generally equal to one-hundred percent (100%) of the increase in contract price. SAMTD may secure additional protection by directing the CONTRACTOR to increase the penal amount of the existing bond or to obtain an additional bond.
 - iii. The Performance Bond shall be secured by a surety company licensed to do business in Oregon.

- iv. The Performance Bond shall remain valid and in effect for the full term of this Contract.
 - v. A cash deposit, certified check, irrevocable Letter of Credit ("LOC"), or other negotiable instrument may be accepted by SAMTD in lieu of a Performance Bond. The form of any substitution in lieu of a Performance Bond must be approved by the SAMTD General Counsel. The cash deposit, certified check, irrevocable LOC, or other negotiable instrument accepted in lieu of a Performance Bond must remain valid and in effect for the full term of the Contract. CONTRACTOR's failure to maintain a valid Performance Bond or a valid, approved substitution for a Performance Bond, for the full term of this Contract will be deemed a breach of the Contract. If used as a substitution for a Performance Bond, the LOC shall be irrevocable, unconditional, and issued by an acceptable federally-insured financial institution that is licensed to do business in Oregon. The LOC must be valid for the entire Contract term, or it must contain an expiration date that is a minimum of one (1) year from the date of issuance with a provision that states that the LOC shall be automatically extended for successive one (1) year periods until the Contract term is completed.
- b. Payment Bonds
- i. The penal amount of the payment bonds shall equal fifty percent (50%) of the total contract price if the contract price.
 - ii. SAMTD may require additional protection if the contract price is increased.
 - iii. The Payment Bond shall be secured by a surety company licensed to do business in Oregon.
 - iv. A cash deposit, certified check, irrevocable Letter of Credit ("LOC"), or other negotiable instrument may be accepted by SAMTD in lieu of a Payment Bond. The form of any substitution in lieu of a Payment Bond must be approved by the SAMTD General Counsel. The cash deposit, certified check, irrevocable LOC, or other negotiable instrument accepted in lieu of a Payment Bond must remain valid and in effect for the full term of this Contract. Contractor's failure to maintain a valid Payment Bond or a valid, approved substitution for a Payment Bond, for the full term of this Contract will be deemed a breach of the Contract. If used as a substitution for a Payment Bond, the LOC shall be irrevocable, unconditional, and issued by an acceptable federally-insured financial institution that is licensed to do business in Oregon. The LOC must be valid for the entire Contract Term, or it must contain an expiration date that is minimum of one (1) year from the date of issuance with a provision that states that the LOC shall be automatically extended for successive one (1) year periods until the Contract term is completed. The Contract term shall end the later of 90 days following final payment or until completion of any warranty period.
- (2) The Contractor shall exercise in its performance of the Services the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. Contractor further warrants and agrees that it, and any persons assigned by Contractor, and all of its subcontractors, shall perform this Contract in compliance with all relevant requirements of federal, state, and local laws, statutes, acts, ordinances, rules, regulations, codes, or standards.
- (3) The CONTRACTOR warrants to SAMTD that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by SAMTD, free from faults and defects and in conformance with the Contract. All work not so conforming to these standards

shall be considered defective. If required by SAMTD, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- (4) If, prior to the Date of Substantial Completion and within one year after the date of Substantial Completion of the Work, any portion of the Work is found to be not in conformance with the Contract Documents (“Defective Work”), SAMTD shall promptly notify the Contractor in writing. Unless SAMTD provides written acceptance of the condition, the Contractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.
- (5) The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The CONTRACTOR hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of twelve (12) months after Final Payment by SAMTD and shall, subject to the terms of this Contract, replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to SAMTD. As additional security for these guarantees, the CONTRACTOR shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in a form acceptable to SAMTD written by the same corporate surety that provides the Performance Bond and Payment Bond for this Contract. These bonds shall secure the CONTRACTOR's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to one-hundred percent (100%) of the total contract price, as adjusted (if at all).

ARTICLE 16 – SUBLETTING, ASSIGNMENT, OR TRANSFER

The Contractor remains fully responsible for the performance of any and all subcontractors and shall not be relieved of any responsibility for the performance of its duties under the Contract, regardless of any subcontract entered into by the Contractor. Subcontractors must comply with the same terms and conditions, provide the same assurances, and meet the same standards of service required of the Contractor, unless otherwise provided herein.

ARTICLE 17 – APPLICABLE LAWS AND VENUE

This Contract shall be governed by the laws of the State of Oregon. This Contract shall be deemed entered into in Marion County, Oregon. At SAMTD’s option, the location for settlement of any and all claims, controversies and disputes arising out of or related to this Contract or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in this county.

ARTICLE 18 – SEVERABILITY

If any provision of this Contract is held to be invalid, illegal, or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions of this Contract will not be adversely affected.

ARTICLE 19 – ASSIGNABILITY

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE 20 – NOTICES

- (1) All official notices and communications under this Contract shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered personally to the party to whom notice is given, or (ii) the day following the date of deposit in the United States mail (postage prepaid, return receipt requested).
- (2) Notices and other communications shall be directed to the parties at the addresses listed below:

Notice to Contractor:

Jeff Carter Construction, Inc.
5510 Wigeon Street S.E.
Salem, Oregon 97306
Attn: Jeff Carter
Copy: **Supplier to identify**

Notice to SAMTD:

Salem Area Mass Transit District
555 Court St., NE, Suite 5230
Salem, Oregon 97301
Attn: General Manager
Copy: Procurement & Contracts Manager

Telephonic and electronic mail communications and facsimile transmittals may be used to expedite communications, but neither shall be considered official communications under this Contract unless and until confirmed in writing in accordance with this Article 22, paragraph (1) above.

ARTICLE 21 – PUBLICATION AND PUBLICITY

Subject to the limitations set forth in Article 29, articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals, or any other materials reporting the plans, progress, analyses, results, or findings of Work conducted under this Contract shall not be presented publicly or published without prior written approval by SAMTD.

All releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents of this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of the Salem Area Mass Transit District or the Federal Transit Administration. This publication does not constitute a standard, specification, or regulation."

If any information concerning the Services, their conduct, results, or data gathered or processed should be released by the Contractor without prior approval from SAMTD, the release of same shall constitute grounds for termination of this Contract. In addition, the Contractor shall indemnify and hold harmless SAMTD, its officers, employees, and agents from any liability arising from such unauthorized release of data.

Any request for information directed to the Contractor, pursuant to the Oregon Public Records Law, by the public shall be immediately redirected to SAMTD for handling. SAMTD shall be responsible for providing the response to requests under the Oregon Public Records Law. The Contract shall cooperate with SAMTD in responding to such requests.

ARTICLE 22 – NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party, its successors or permitted assigns, in the enforcement of any condition, covenants, or article of this Contract shall operate

as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

ARTICLE 23 – MERGER

This Contract constitutes the entire agreement of the parties, all prior discussions, representations, and agreements being merged herein. The Contract may not be changed, modified, extended, or amended, nor any provision thereof waived, except by a written amendment executed by duly authorized representatives of the respective parties. The captions in this Contract are for convenience only and shall not affect the substantive meaning of any provision herein.

ARTICLE 24 – NO THIRD PARTY RIGHTS

Except as expressly set forth herein, the representations, warranties, terms, and provisions of this Contract are for the exclusive benefit of the parties hereto and no other person or entity shall have any right or claim against either party by reason of any of these terms and provisions or be entitled to enforce any of these terms and provisions against either party.

ARTICLE 25 – FOREIGN CONTRACTOR REPORT TO DEPARTMENT OF REVENUE (ORS 279A.120)

The following provision is applicable to all contracts with a contract price exceeding \$10,000 if the Contractor is not domiciled in or registered to do business in the State of Oregon:

Where a public contract is awarded to a foreign Contractor and the contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue, on forms provided by the Department of Revenue, the total contract price, terms of payment, length of contract, and such other information as the Department of Revenue may require. The Contractor shall provide SAMTD with copies of all forms provided to the Department of Revenue before final payment will be made on the contract.

ARTICLE 26 – CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING (ORS 279B.220)

Every public contract shall contain a condition that the Contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

ARTICLE 27 – HOURS OF LABOR (ORS 279C.520)

No person shall be employed for more than eight (8) hours in any one day or forty (40) hours in any one week except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday or any legal holiday specified in ORS 279C.540.

**ARTICLE 28 – PAYMENT FOR MEDICAL CARE AND ATTENTION TO EMPLOYEES
(ORS 279C.530)**

The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such Contractor, of all sums, which the Contractor agrees to pay, for such services and all monies and sums, which the Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

ARTICLE 29 – CONTRACTOR’S COMPLIANCE WITH TAX LAWS

- (1) Contractor must, throughout the duration of this Contract and any renewal terms, comply with all tax laws of this state and all applicable tax laws of any political subdivision of the State of Oregon. For the purposes of this Section, “tax laws” includes all the provisions described in the required **Contractor’s Representations and Warranties Certification**, included as part of this Contract.
- (2) Any violation of subsection 1 of this section shall constitute a breach of this Contract, for which SAMTD may terminate this Contract for default. Further, any violation of the conditions specified in the **Contractor’s Representations and Warranties Certification**, concerning the Contractor’s compliance with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a breach of this Contract, for which SAMTD may terminate this Contract for default. Any violation shall entitle SAMTD to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:
 - a. Termination of this Contract, in whole or in part;
 - b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State’s setoff right, without penalty; and
 - c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. SAMTD shall be entitled to recover any and all damages suffered as the result of Contractor’s breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/a replacement contractor].

These remedies are cumulative to the extent the remedies are not inconsistent, and SAMTD may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**ARTICLE 30 – FLY AMERICA REQUIREMENTS
(49 U.S.C. § 40118; 41 C.F.R. §§ 301-10.131 – 301-10.143)**

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 C.F.R. part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is 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 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. The Contractor agrees to include substantially similar provisions in its contracts with subcontractors.

ARTICLE 31 – BUY AMERICA REQUIREMENTS
(49 U.S.C. § 5323(j); 49 C.F.R. Part 661; 49 U.S.C. § 24405(a))

The Contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the Secretary of Transportation or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7, and include final assembly in the United States for 15-passenger vans and 15-passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds.

Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. § 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have more than 65 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. The Contractor agrees to include a substantially similar provision in its contracts with subcontractors.

ARTICLE 32 – CHARTER BUS REQUIREMENTS
(49 U.S.C. § 5323(d) or (r); 49 C.F.R. Part 604)

[RESERVED – N/A]

ARTICLE 33 – SCHOOL BUS REQUIREMENTS
(49 U.S.C. § 5323(f) or (g); 49 C.F.R. Part 605)

Any other applicable Federal “School Bus Operations” Regulations or Federal Guidance

[RESERVED – N/A]

ARTICLE 34 – CARGO PREFERENCE REQUIREMENTS
(46 U.S.C. § 55305; 46 C.F.R. Part 381)

Use of United States-Flag Vessels. The Contractor agrees:

- (1) 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.

- (2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading 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 D.C. 20590 and the FTA recipient (through the Contractor in the case of a subcontract's or act bill -of- lading.)
- (3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

ARTICLE 35 – SEISMIC SAFETY REQUIREMENTS
(42 U.S.C. §§ 7701–7709; 49 C.F.R. Part 41)

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The Contractor also agrees to include a substantially similar provision in its contracts with subcontractors.

ARTICLE 36 – ENERGY CONSERVATION REQUIREMENTS
(42 U.S.C. §§ 6321–6327; 49 C.F.R. Part 622 Subpart C)

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor also agrees to include a substantially similar provision in its contracts with subcontractors.

ARTICLE 37 – ENVIRONMENTAL REQUIREMENTS

- (1) General. The Contractor agrees to comply with all applicable environmental and resource use laws, regulations, requirements, and guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, requirements and guidance. The Contractor also agrees to include substantially similar provisions in its contracts with subcontractors.
- (2) National Environmental Policy Act. An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, requirements, and guidance. Accordingly, the Contractor will:
 - a. Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to:
 - (a) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139,
 - (b) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 *et seq.*, as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500-1508,
 - (c) Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622,

- (d) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note, and
 - (e) Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
 - b. Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:
 - (a) Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319 Accelerated Decisionmaking in Environmental Reviews," January 14, 2013,
 - (b) Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Pub. L. 109-59)," 71 *Fed. Reg.* 66576, November 15, 2006, and
 - (c) Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- (3) Environmental Justice. The Contractor agrees to promote environmental justice by following:
 - a. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order,
 - b. U.S. DOT Order 5610.2, "Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377, April 15, 1997, and
 - c. The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," December 11, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
- (4) Other Environmental Federal Laws. The Contractor agrees to comply with all applicable federal laws, regulations, executive orders, and guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management."
- (5) Use of Certain Public Lands. The Contractor with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.
- (6) Historic Preservation. The Contractor agrees to:
 - a. Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award involving the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places may be undertaken.
 - b. Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.
 - c. Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*
 - d. Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 C.F.R. part 800.

- e. Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.
- (7) Indian Sacred Sites. The Contractor agrees to facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, “Indian Sacred Sites,” May 24, 1996, 42 U.S.C. § 3161 note.
- (8) Mitigation of Adverse Environmental Effects.
- a. The Contractor agrees that it will comply with all environmental mitigation measures that may be identified as conditions that the Federal Government might impose in finding of no significant impact or record of decision or commitments in the environmental documents that apply to the Award, such as environmental assessments, environmental impact statements, categorical exclusions, memoranda of agreement, documents required under 49 U.S.C. § 303, and other environmental documents.
 - b. The Contractor agrees that:
 - (a) Any mitigation measures agreed on will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto,
 - (b) Any deferred mitigation measures will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto as soon as agreement with the Federal Government is reached, and
 - (c) Any mitigation measures agreed on will not be modified or withdrawn without the written approval of the Federal Government.

The Contractor agrees to include substantially similar provisions in its contracts with subcontractors.

**ARTICLE 38 – TESTING
(49 U.S.C. § 5318(e))**

[RESERVED – N/A]

**ARTICLE 39 – PRE-AWARD AND POST-DELIVERY AUDITS REQUIREMENTS
(49 U.S.C. § 5323(m))**

[RESERVED – N/A]

**ARTICLE 40 – LOBBYING
(31 U.S.C. § 1352; 49 C.F.R. Part 20)**

The Contractor agrees that it will not use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

- (1) Laws, Regulations, Requirements, and Guidance.
 - a. The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,

- b. U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
 - c. Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and
- (2) Exception. If permitted by applicable federal law, regulations, or guidance, such lobbying activities described above may be undertaken through proper official channels.
- (3) The Contractor agrees to include a substantially similar provision in its contracts with subcontractors.

ARTICLE 41 – ACCESS TO RECORDS AND REPORTS
(49 U.S.C. § 5325; Former 49 C.F.R. § 18.36 (i); 49 C.F.R. § 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(i), the Contractor agrees to provide SAMTD, 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. 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 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 SAMTD, 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. (If applicable).
- (3) 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.
- (4) The Contractor agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than seven 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 SAMTD, 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 C.F.R. § 18.39(i)(11).
- (5) FTA does not require the inclusion of these requirements in subcontracts.

ARTICLE 42 – FEDERAL CHANGES
(Former 49 C.F.R. 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 Master Agreement

(FTA MA (24) dated October 2017) between SAMTD 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. The Contractor agrees to include a substantially similar provision in its contracts with subcontractors.

ARTICLE 43 – RECYCLED PRODUCTS
(42 U.S.C. § 6962; 40 C.F.R. Part 247)

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 C.F.R. part 247, as they apply to the procurement of the items designated in subpart B of 40 C.F.R. part 247. The Contractor agrees to include a substantially similar provision in its contracts with subcontractors.

ARTICLE 44 – DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

The Contractor agrees to the following, and also agrees to include a substantially similar provision in its contracts with subcontractors:

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve

an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The FTA or SAMTD 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay

any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or SAMTD, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the FTA if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or SAMTD, as the case may be, for transmission to the FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the FTA if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or SAMTD, as the case may be, for transmission to the FTA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or SAMTD).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 C.F.R. part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or SAMTD, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

(4) Apprentices and trainees—

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed

as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in this contract.

- (6) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. § 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.
- (7) Contract termination: debarment.** A breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. § 5.12.
- (8) Compliance with Davis–Bacon and Related Act requirements.** All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.**
- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. § 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. § 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

ARTICLE 45 – CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contractor agrees to comply with the following, in accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708) and U.S. Department of Labor regulations (29 C.F.R. part 5):

- (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 (b)(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 (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 (b)(1) of this section, in the sum of \$25 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 (b)(1) of this section.

- (3) **Withholding for unpaid wages and liquidated damages** - SAMTD 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.

ARTICLE 46 – NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- (1) SAMTD 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 Purchaser, 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.

ARTICLE 47 – PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (31 U.S.C. §§ 3801–3812; 49 C.F.R. 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. §§ 3801–3812 and U.S. DOT regulations “Program Fraud Civil Remedies,” 49 C.F.R. part 31, apply to its actions pertaining to this contract. 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 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.

ARTICLE 48 – TERMINATION
(Former 49 C.F.R. Part 18; FTA Circular 4220.1F)

The Contractor acknowledges and agrees to the following, and agrees to include a substantially similar provision in its contracts with subcontractors:

- (1) **Termination for Convenience (General Provision):** SAMTD 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 SAMTD to be paid the Contractor. If the Contractor has any property in its possession belonging to SAMTD, the Contractor will account for the same, and dispose of it in the manner SAMTD directs.
- (2) **Opportunity to Cure (General Provision):** SAMTD in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] 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 SAMTD'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 SAMTD setting forth the nature of said breach or default, SAMTD 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 SAMTD from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- (3) **Waiver of Remedies for any Breach:** In the event that SAMTD elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by SAMTD shall not limit SAMTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- (4) **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, SAMTD may terminate this contract for default. SAMTD shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, SAMTD 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 SAMTD 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 Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be 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 SAMTD in writing of the causes of delay. If in the judgment of SAMTD, the delay is excusable, the time for completing the work shall be extended. The judgment of SAMTD 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.

**ARTICLE 49 – GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(2 C.F.R. Part 180; 2 C.F.R. Part 2100)**

Contractor agrees to comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200:

- (1) It will not enter into any arrangement with a subcontractor that is debarred or suspended except as authorized by law;
- (2) It will review the U.S. GSA “System for Award Management (SAM),” <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, in order to verify that none of the contractor, its principals, as defined at 2 C.F.R. § 180.995, or affiliates, as defined at 2 C.F.R. § 180.905, are excluded or disqualified as defined at 2 C.F.R. §§ 180.940, 180.935
- (3) It will include similar provisions in its contracts with Subcontractors and include Subcontractors to include similar provisions in their contracts with lower-tier Subcontractors; and
- (4) By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
 - a. The certification in this clause is a material representation of fact relied upon by SAMTD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available SAMTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C 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.

**ARTICLE 50 – FREEDOM OF INFORMATION ACT
(5 U.S.C. § 552)**

The following requirements 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.
- (3) The Contractor also agrees to comply with other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the contract.

ARTICLE 51 – CIVIL RIGHTS REQUIREMENTS
(42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12101 et seq.; 49 U.S.C. § 5332;
29 C.F.R. Part 1630, 41 C.F.R. Parts 60 et seq.; 28 C.F.R. § 50.3)

The Contractor agrees to the following, and also agrees to include substantially similar provisions in its contracts with subcontractors:

Civil Rights Requirements. The Contractor agrees that it must comply with applicable federal civil rights laws, regulations, requirements, and guidance, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Tribal Transit Program or the Indian Tribe Recipient, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees that it will:

- (1) Prohibit discrimination based on the basis of race, color, religion, national origin, sex, disability, or age.
- (2) Prohibit the:
 - a. Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,
 - b. Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or
 - c. Discrimination, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
- (3) Follow:
 - a. The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but
 - b. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees that it will:

- (1) Prohibit discrimination based on race, color, or national origin,
- (2) Comply with:
 - a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.,
 - b. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and

- c. Federal transit law, specifically 49 U.S.C. § 5332, and

(3) Follow:

- a. The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance,
- b. U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
- c. All other applicable federal guidance that may be issued.

Equal Employment Opportunity.

(1) Federal Requirements and Guidance. The Contractor agrees that it will prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:

- A. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
- B. Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- C. Comply with federal transit law, specifically 49 U.S.C. § 5332
- D. FTA Circular 4704.1, "Equal Employment Opportunity Program Guidelines for Grant Recipients," July 26, 1988, and
- E. Follow other federal guidance pertaining to Equal Employment Opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,

(2) Specifics. The Contractor Agrees that it will:

- a. Prohibited Discrimination. As provided by Executive Order No. 11246, as amended by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent,
- b. Affirmative Action. Take affirmative action that includes, but is not limited to:
 - i. Recruitment advertising, recruitment, and employment,
 - ii. Rates of pay and other forms of compensation,
 - iii. Selection for training, including apprenticeship, and upgrading, and
 - iv. Transfers, demotions, layoffs, and terminations, but
- c. Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and

(3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:

- a. U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
- b. Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

ARTICLE 52 – BREACHES AND DISPUTE RESOLUTION
(Former 49 C.F.R. Part 18; FTA Circular 4220.1F)

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 SAMTD's General Manager. 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 General Manager. 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 General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

- (1) **Performance During Dispute** - Unless otherwise directed by SAMTD, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (2) **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 therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- (3) **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between SAMTD 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 the State of Oregon.
- (4) **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 SAMTD, 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.

ARTICLE 53 – PATENT AND RIGHTS IN DATA
(35 U.S.C. §§ 200 – 212; 37 C.F.R. Part 401)

[RESERVED – N/A]

ARTICLE 54 – TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS
(49 U.S.C. § 5310, § 5311, and § 5333; 29 C.F.R. Part 215)

[RESERVED – N/A]

ARTICLE 55 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS
(49 C.F.R. Part 26; Section 1101(b) of the FAST Act)

- (1) **Policy.** SAMTD has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), Section 1101(b) of the FAST Act, 49 C.F.R. part 26. SAMTD has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, SAMTD has signed an assurance that it will comply with 49 C.F.R. part 26. It is the policy of SAMTD to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

- (2) Contractor and Subcontractor Obligation. Contractor and/or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- (3) The Contractor agrees to include a substantially similar provision in its contracts with subcontractors.

ARTICLE 56 – DRUG AND ALCOHOL TESTING
(49 U.S.C. § 5331; 49 C.F.R. Part 655; 49 C.F.R. part 382; 49 C.F.R. Part 40)

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Oregon, or Salem Area Mass Transit District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 and to submit the Management Information System (MIS) reports in a timely manner. 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.

ARTICLE 57 – COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS

The Contractor must comply with all federal, state, and local regulations relative to wages, taxes, social security, workers' compensation, nondiscrimination, licenses, registration requirements, etc. Failure or neglect on the part of the Contractor to comply with any or all such regulations shall not relieve the Contractor of these obligations nor of the requirements of this contract.

Upon request of SAMTD or FTA, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance, at all tiers.

The Contractor also agrees to include a substantially similar provision in its contracts with subcontractors.

ARTICLE 58 – AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 C.F.R. part 27; and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, pertaining to facilities and equipment to be used in public

transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (b)(6), which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

In addition to the above, the Contractor agrees to comply with the following federal prohibitions against discrimination on the basis of disability:

- (1) Federal laws, including:
 - a. 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 individuals with disabilities,
 - b. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
 - c. Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities.
- (2) Federal regulations, including:
 - a. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,
 - b. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
 - c. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,
 - d. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,
 - e. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F,
 - f. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and
 - g. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and
 - h. Other applicable federal civil rights and nondiscrimination guidance.

Contractor understands that it is required to include this article in all subcontracts. 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 the Authority deems appropriate.

ARTICLE 59 – FTA PROTEST REQUIREMENTS

Duty to Exhaust Local Procedures. Once the Contractor exhausts SAMTD's protest procedures, as described in applicable SAMTD Procurement Policy, the Contractor may request review from the FTA.

Protests shall only be accepted from participating bidders and must be submitted in writing and in a timely fashion, in accordance with SAMTD's formal protest procedures. SAMTD's formal protest procedures may be requested by contacting SAMTD Procurement by telephone at 503-588-2424.

**ARTICLE 60 – PROMPT PAYMENT AND RETURN OF RETAINAGE
(49 C.F.R. § 26.29)**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 calendar days from the receipt of each payment the prime contractor receives from SAMTD. The prime contractor agrees further to return retainage payments (if any) to each subcontractor within 15 calendar days after the subcontractor(s)' work is satisfactory completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval from SAMTD. This clause applies to both DBE and non-DBE subcontractors.

The prime contractor and its subcontractors shall further comply with O.R.S. § 279C.570 of the Revised Statutes of the State of Oregon regarding prompt payment, to the extent applicable.

It is the responsibility of the subcontractors to notify SAMTD's DBE Liaison Officer through the Procurement Department of prime contractor noncompliance with the above prompt payment provisions. Upon receipt of such notification, SAMTD will investigate and take appropriate action.

ARTICLE 61 – FORCE MAJEURE

- (1) **General:** Neither party hereto shall be deemed to be in default of any provision of this Contract, or for any failure in performance, resulting from acts or events beyond the reasonable control of such party. For purposes of this Contract, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other "force majeure" events beyond the parties' reasonable control; provided, however, that the provisions of this Section shall not preclude SAMTD from canceling or terminating this Contract (or any order for any product included herein), as otherwise permitted hereunder, regardless of any force majeure event occurring to Contractor.
- (2) **Notification by Contractor:** Contractor shall notify SAMTD in writing as soon as Contractor knows, or should reasonably know, that a force majeure event (as defined in the Contract Documents) has occurred that will delay completion of the Scope of Work. Said notification shall include reasonable proofs required by SAMTD to evaluate any Contractor request for relief under the Contract Documents. SAMTD shall examine Contractor's notification and determine if the Contractor is entitled to relief. SAMTD shall notify the Contractor of its decision in writing. SAMTD's decision regarding whether or not the Contractor is entitled to force majeure relief shall be final and binding on the parties.
- (3) **Losses:** Contractor is not entitled to damages, compensation, or reimbursement from SAMTD for losses resulting from any "force majeure" event.

ARTICLE 62 – RIGHT TO MODIFY CONTRACT

SAMTD may extend the term of this Contract, expand the specifications, or otherwise amend the Contract. Any such extension, expansion, or amendment shall be effective only upon written agreement of the parties in accordance with this solicitation.

ARTICLE 63 – NONAPPROPRIATION CANCELLATION

This contract is automatically canceled upon thirty (30) days' notice to the Contractor if funds are not appropriated for the purpose specified in this agreement.

ARTICLE 64 – FUNDS AVAILABLE AND AUTHORIZED

SAMTD certifies at the time the contract is written that sufficient funds are available and authorized for expenditure to finance costs of this contract within SAMTD's current appropriation or limitation. This contract is partially federally funded and is subject to federal regulations.

ARTICLE 65 – TAXES

SAMTD is not subject to taxation; no federal or other taxes (excise, luxury, transportation, sales, etc.) shall be included in quoted prices.

ARTICLE 66 – REGISTRATION OF CORPORATIONS

By submitting their Proposals/bids, Proposers/bidders certify that they are in compliance with the State of Oregon statutory requirements governing registration of corporations and/or assumed business names.

ARTICLE 67 – VETERAN; DISABLED VETERAN; PREFERENCE ELIGIBLE (49 U.S.C § 5325 (k); 5 U.S. Code § 2108; 4220.1F, IV, 2.c.(1))

Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under this contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with disability, or a former employee.

ARTICLE 68 – CONTRACTOR'S RESPONSIBILITIES

The Contractor shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences and procedures utilized, unless the Contract Documents give other specific instructions.

- (1) Except for permits and fees that are the responsibility of SAMTD pursuant to this Contract, the Contractor shall obtain and pay for all necessary permits, licenses and renewals pertaining to the Work.
- (2) The Contractor shall pay all applicable taxes legally enacted when bids are received or negotiations concluded for the Work provided by the Contractor.
- (3) In the event that SAMTD elects to perform Work at the Worksite directly or by others retained by SAMTD, the Contractor and SAMTD shall coordinate the activities of all forces at the Worksite and shall agree upon fair and reasonable schedules and operational procedures for the Worksite activities. SAMTD shall require each separate contractor to cooperate with the Contractor and assist with the coordination of activities and the review of construction schedules and operations. The Contract Price and Contract Time shall be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the construction schedule shall be revised accordingly.
- (4) In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work, the Contractor

shall examine and compare the drawings and Contract Documents with information furnished by the SAMTD; relevant field measurements made by the Contractor; and any visible conditions at the Worksite affecting the Work.

- (5) Safety. The Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work, except that the Contractor's subcontractors shall also be responsible for the safety of persons and property in the performance of their work, and for compliance with the provision of laws. The Contractor shall seek to avoid injury, loss or damage to persons and property by taking reasonable steps to protect its employees and other persons at the Worksite; materials and equipment stored at on-site and off-site locations for use in the Work; and property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Work.
- (6) Hazardous Materials. A hazardous material is any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handled, disposal or clean-up. The Contractor shall not be obligated to commence or continue work until any hazardous material discovered at the Worksite has been removed, or rendered or determined to be harmless by the SAMTD as certified by an independent testing laboratory and approved by the appropriate government agency. If the Contractor incurs additional costs or is delayed due to the presence or remediation of hazardous material, the Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Time.
- (7) Materials Brought to the Worksite. The Contractor shall be responsible for the proper delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by the Contractor in accordance with the Contract Documents and used or consumed in the performance of the Work.
- (8) Submittals. The Contractor shall submit to SAMTD and Design Professional for review and approval all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Submittals may be submitted in electronic form. The Contractor shall be responsible to SAMTD for the accuracy and conformity of its submittals. The Contractor shall prepare and deliver its submittals SAMTD and the Design Professional in a manner consistent the Schedule of Work and in such time and sequence so as not to delay the performance of the Work or the work of the SAMTD and others retained by SAMTD. The Contractor submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Contractor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless express written approval is obtained from SAMTD specifically authorizing such deviation, substitution or change. Further, SAMTD shall not make any change, deviation or substitution through the submittal process without specifically identifying and authorizing such deviation to the Contractor. SAMTD shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. The Contractor shall perform all Work strictly in accordance with approved submittals. SAMTD's approval does not relieve the Contractor from responsibility for Defective Work resulting from errors or omissions of any kind on the approved shop drawings.
- (9) Worksite Conditions. If the conditions at the Worksite are (a) subsurface or other physical conditions which are materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions which are materially different from conditions ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents, the Contractor shall stop Work and give prompt written notice of the condition to SAMTD and the Design Professional. The Contractor shall not be require to perform any work relating to the unknown condition without the written mutual agreement of the Parties. Any change

in the Contract Price or Contract Time as a result of the unknown conditions shall be made by Change Order.

- (10) Cutting, Fitting and Patching. The Contractor shall perform cutting, fitting and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of SAMTD or other retained by SAMTD.
- (11) Cleaning Up. The Contractor shall regularly remove debris and waste materials at the Work. Prior to discontinuing Work in an area, the Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. The Contractor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Contractor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

ARTICLE 69 – OWNER’S RESPONSIBILITIES

Any information or services to be provided by SAMTD shall be provided in a timely manner.

- (1) Worksite Information. SAMTD shall provide at its expense and with reasonable promptness the following, which the Contractor shall be entitled to rely upon for its accuracy and completeness:
 - a. Information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface and environmental studies, reports and investigations;
 - b. Tests, inspections and other reports dealing with environmental matters, hazardous material and other existing conditions, including structural, mechanical and chemical tests required by the Contract Documents or by law; and
 - c. Any other information or services requested in writing by the Contractor that are relevant to the Contractor’s performance of the Work and under SAMTD’s control. The information required by this subsection shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent Worksite conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto, and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the Contractor in laying out the Work.
- (2) Mechanics and Construction Lien Information. Within seven (7) days after receiving the Contractor’s written request, SAMTD shall provide the Contractor with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include SAMTD’s interest in the real property on which the Project is located and the record legal title.
- (3) Building Permit, Fees and Approvals. Except for those required of the Contractor pursuant to this Contract, SAMTD shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

- (4) Documents in Electronic Form. If SAMTD requires that it, Design Professional and Contractor exchange documents and data in electronic form, prior to any such exchange, SAMTD, Design Professional and Contractor shall agree on a written protocol governing all exchanges.

ARTICLE 70 – CHANGES

- (1) The Contractor may request or SAMTD may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect the Contract Time or Contract Price shall be formalized in a Change Order.
- (2) SAMTD and Contractor shall negotiate in good faith an appropriate adjustment to the Contract Price or the Contract Time and shall conclude these negotiations expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Contract Time shall not be unreasonably withheld.
- (3) Interim Directed Change.
- a. The Contractor shall not be obligated to perform changes in the Work that impact the Contract Price or the Contract Time until a Change Order has been executed or a written Interim Directed Change has been issued. SAMTD may issue a written Interim Directed Change directing a change in the Work prior to reaching agreement with the Contractor on the adjustment, if any, in the Contract Price or the Contract Time.
 - b. SAMTD and the Contractor shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Contract Time arising out of an Interim Directed Change. As the changed work is performed, the Contractor shall submit its costs for such work with its application for payment. If there is a dispute as to the cost of the Work, the Owner shall pay the Contractor fifty percent (50%) of its estimated cost to perform the work. In such event, the Parties reserve their rights as to the disputed amount, submitted to the requirements for Contract Disputes and Resolution outlined in the Contract.
 - c. When SAMTD and the Contractor agree upon the adjustment in the Contract Price or the Contract Time, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of a Change Order.
- (4) Cost or Credit Determination.
- a. An increase or decrease in the Contract Price or the Contract Time resulting from a change in the Work shall be determined by one or more of the following methods:
 - i. Unit prices set forth in the Contractor's Bid or as subsequently agreed;
 - ii. A mutually accepted, itemized lump sum;
 - iii. Costs calculated on a basis agreed upon by SAMTD and the Contractor plus ___N/A___% overhead and ___N/A___% profit; or
 - b. If a cost or credit determination cannot be agreed to above, the cost of the change in the Work shall be determined by the reasonable actual expense incurred or savings realized in the performance of the Work resulting from the change. If there is a net increase in the

Contract Price, the Contractor's overhead and profit shall be adjusted accordingly. In case of a net decrease in the Contract Price, the Contractor's overhead and profit shall not be adjusted unless ten percent (10%) or more of the Project is deleted. The Contractor shall maintain a documented, itemized accounting evidencing the experience and savings.

- (5) Unit Prices. If unit prices are included in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to SAMTD or Contractor, such unit prices shall be equitably adjusted.
- (6) Performance of Changed Work. The Contractor shall not be obligated to perform Changed Work until a Change Order has been executed by SAMTD and the Contractor.

**ARTICLE 71 – INCORPORATION OF FEDERAL TRANSIT
ADMINISTRATION (FTA) TERMS
(FTA Circular 4220.1F)**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 18, 2013, 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 City Utilities requests which would cause City Utilities to be in violation of the FTA terms and conditions. The Contractor agrees to include a substantially similar provision in its contracts with subcontractors.

[Signatures Next Page]

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

JEFF CARTER CONSTRUCTION, INC

SALEM AREA MASS TRANSIT DISTRICT

By: _____

By: _____

Name: Jeff Carter
Title: President

Name: Allan Pollock
Title: General Manager

E-mail: jeffcarterconst@gmail.com

E-mail: allan.pollock@cherriots.org

Address:
12345 Capital Rd.
Somewhere, Oregon 97XXX

Address:
555 Court St., NE, Suite 5230
Salem, Oregon 97301

ATTEST:

By: _____

Name: Daniel M. Knauss
Title: Procurement & Contracts Manager

EXHIBIT A

SCOPE OF WORK

THE CONTRACT DOCUMENTS, "BUS STOP IMPROVEMENT PROJECT GROUP 2", FULLY CONFORMED AND INCLUSIVE OF ALL ADDENDA, IS ATTACHED HEREIN BY REFERENCE

DRAFT

EXHIBIT B

COMPENSATION AND METHOD OF PAYMENT

- I. **Total Compensation.** As full compensation for performance by the Contractor, SAMTD shall pay the lump sum price of **\$176,170.00** ("Contract Price"). The lump sum price is hereinafter referred to as the Contract Price. The Compensation is derived from Contractors Price Proposal Bid Form incorporated herein, and also as described in Proposers response to SAMTD Solicitation No. 18-015 Exhibit 13 Price Proposal Bid Form.

In no event will Contractor exceed the authorized "not-to-exceed" Contract Price without the express written consent of SAMTD. The annual maximum compensation under this Contract may only be modified by written agreement of both parties to the Contract in the form of a Contract Amendment as specified in Article 13 of the Contract.

- II. **Allowances.** All allowances stated in the Contract Documents shall be included in the Contract Price. Allowances shall include the costs of materials and equipment delivered to the Worksite less applicable trade discounts, unloading and handling at the Worksite and labor and installation, unless specifically stated otherwise. The Contractor's overhead and profit for the allowances shall be included in the Contract Price, but not in the allowances. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.
- III. **Schedule of Values.** Within twenty-one (21) days from the Effective Date, the Contractor shall prepare and submit to SAMTD and, if directed, the Design Professional, a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a monetary price such that the total of all items shall equal the Contract Price.
- IV. **Progress Payments.** The Contractor shall submit to SAMTD a monthly application for payment no later than the 20th day of the calendar month for the preceding thirty (30) days. The Contractor's applications for payment shall be itemized and supported by the Contractor's schedule of values and any other substantiating data as required by this Contract. Payment applications shall include payment requests on account of properly authorized Change Orders. SAMTD shall pay the amount otherwise due on any payment application, less any amounts as set forth below, no later than thirty (30) days after the Contractor has submitted a complete, properly supported and audit-worthy invoice. SAMTD may deduct, from any progress payment, such amounts as may be retained pursuant to subsection V below.
- (1) Applications for payment shall be sent electronically to steve.dickey@cherriots.org in PDF format, copy to the SAMTD Procurement and Contracts Manager.
 - (2) Invoices will only be considered for payment on completed Bus Stops and Bus Stop approval by SAMTD during the invoice billing period.
 - (3) Payment terms are net 30 calendar days following receipt of a correct and audit worthy pay application by SAMTD. A correct and audit worthy invoice shall include:
 - a. The applicable SAMTD contract number;

- b. Total pay application amount (including itemized amounts charged for labor and materials);
 - c. Total number of labor hours expended and labor billing rates;
 - d. Invoice billing period;
 - e. Description of the Services performed during the invoice billing period (including completed Deliverables);
 - f. Delineate the Emerging Small Businesses (ESB) and Disadvantaged Business Enterprises (DBE) utilized during the period covered by the pay application if applicable. Information provided should include:
 - i. Business Name
 - ii. Dollar Value of Work performed during period being reported
 - g. Any other information that SAMTD may reasonably require.
- (4) The presentation of a pay application by Contractor to SAMTD constitutes an express warranty and representation by Contractor to SAMTD that the Work has progressed to the point indicated and that the quality of the Work is in accordance with this Contract.
- (5) No approval of any application for payment, nor any payment, final or otherwise, nor any use or approval of deliverables by SAMTD shall itself constitute Acceptance of the Services.
- (6) SAMTD may withhold all or part of any amounts due Contractor to protect SAMTD from a loss, including but not limited to, losses caused by the following:
- a. Failure to submit data required for reporting to state, federal or other oversight agency in a timely manner;
 - b. Failure of Contractor to make proper payments to its subcontractors for Services;
 - c. Failure of Contractor to carry out and/or remedy the Services in accordance with the Contract;
 - d. Contractor's breach of warranties.
- (7) Contractor shall maintain books and records supporting all amounts invoiced to SAMTD. Contractor shall preserve such books and records for the duration of this Contract and for seven (7) years thereafter, during which time SAMTD and its representatives shall have access to such books and records and shall have the right to make any copies thereof for the purpose of auditing or verifying pay application or for any other reasonable business purpose. Contractor warrants and represents that all books and records specified above shall be complete and accurate and that SAMTD may rely on such records and books for any purposes. If Contractor becomes aware that such records are inaccurate or incomplete, Contractor will promptly notify SAMTD in writing.

V. Retainage. To secure Contractor's performance of its obligations hereunder, SAMTD will withhold an aggregate amount of up to ten percent (10%) of the Contract Price (the Retainage), by withholding from each payment paid to Contractor by SMTD (other than the final payment and any payments due to Contractor that are designated as payments for general conditions, for which there shall be no Retainage) an amount equal to ten percent (10%) of the amount invoiced by Contractor. In the event that amounts are due under this Agreement from Contractor to SAMTD, and such amounts are not paid when due, SAMTD shall have the right to withhold additional amounts from SAMTD payments to Contractor equal to the amount owing by Contractor. SAMTD will pay the remaining Retainage for the Project to Contractor in accordance with the payment terms set forth in this Exhibit B, Section VIII upon receipt of the final Request for Payment from Contractor.

VI. Adjustment of Contractor's Payment Application. SAMTD may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect SAMTD from loss or damage based upon the following, to the extent that Contractor is responsible for such under this Contract:

- (1) The Contractor's repeated failure to perform the Work as required by the Contract Documents;
- (2) Loss or damage arising out of or relating to this Contract and caused by the Contractor to SAMTD or to others retained by SAMTD to whom SAMTD may be liable;
- (3) The Contractor's failure to properly pay subcontractors for labor, materials, or equipment furnished in connection with the Work following receipt of such payment from SAMTD;
- (4) Defective Work not corrected in a timely fashion;
- (5) Reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time;
- (6) Reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work; and
- (7) Uninsured third-party claims involving the Contractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Contractor furnishes SAMTD with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment which are sufficient to discharge such claims if established.

No later than seven (7) days after receipt of an application for payment, SAMTD shall give written notice to the Contractor disapproving or nullifying it or a portion of it, specifying the reasons for disapproval or nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment shall be made for the amounts previously withheld.

VII. Substantial Completion. When Substantial Completion of the Work or a designated portion thereof is achieved, the Contractor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of SAMTD and Contractor for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by the Contractor to SAMTD for written acceptance of responsibilities assigned in the Certificate. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion to be determined by SAMTD.

VIII. Final Completion. When final completion has been achieved, the Contractor shall prepare for SAMTD's acceptance a final application for payment stating that to the best of the Contractor's knowledge, and based upon SAMTD's inspections, the Work has reached final completion in accordance with the Contract Documents.

- (1) Final payment of the balance of the Contract Price shall be made to the Contractor within thirty (30) days after the Contractor has submitted to SAMTD a complete and accurate application for final payment AND the following submissions:
 - i. An affidavit declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber SAMTD's property;

- ii. As-built drawings, manuals, copies of warranties, and all other close-out documents required by SAMTD;
 - iii. Release of any liens, conditioned on final payment being received;
 - iv. Consent of any surety, if applicable; and
 - v. A report of any accidents or injuries experienced by the Contractor or its subcontractors at the Worksite.
- (2) Claims not reserved by SAMTD in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects. Unless the Contractor provides written identification of unsettled claims known to the Contractor at the time of making application for final payment, acceptance of final payment by the Contractor shall constitute waive of all such claims.

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EXHIBIT C

SAMTD INVITATION TO BID NO. 18-015, FULLY-CONFORMED AND INCLUSIVE OF ALL
ADDENDA TO THE ITB (BY REFERENCE)

DRAFT

EXHIBIT D

CONTRACTOR'S BID IN RESPONSE TO ITB NO. 18-015

[Contractor's Proposal dated May 7, 2018 attached hereto as the next unnumbered pages]

DRAFT



BOARD MEETING MEMO

Agenda Item H.4

To: Board of Directors

From: Gregg Thompson, Maintenance Manager
David Trimble, Chief Operating Officer

Thru: Allan Pollock, General Manager

Date: May 24, 2018

Subject: Acquisition of Eight (8) Compressed Natural Gas Fixed-Route Transit Vehicles

ISSUE

Shall the Board authorize the General Manager to execute a contract with Gillig LLC for the purchase of eight (8) fixed-route, Compressed Natural Gas (CNG) transit vehicles for Cherriots fixed-route service for a not-to-exceed amount of \$4,344,768?

BACKGROUND AND FINDINGS

SAMTD's current fleet for delivery of fixed-route service consists of 64 ADA lift-equipped vehicles. Regular replacement of these vehicles is necessary to ensure safe, efficient delivery of this service. As part of the District's overall capital planning efforts, staff is committed to ensuring that vehicles are replaced at a schedule consistent with industry best practices. The eight (8) vehicles scheduled to be replaced are approaching 17 years of age, which far exceeds the 12-year Useful Life Benchmark set by the Federal Transit Administration.

The contract price is based upon a Washington State price agreement, procured under procedures set by the Washington Department of Transportation's Public Transit Division. The order will be for four (4) 35-foot and four (4) 40-foot Compressed Natural Gas (CNG) vehicles.

FINANCIAL IMPACT

Funding for this contract is included under the Capital Projects Budget of SAMTD's Proposed FY2019 Budget. Vehicle costs are listed in Table 1 below:

TABLE 1

CATEGORY	PRICE	AMOUNT	TOTAL
35-Foot CNG Vehicle	\$530,515	4	\$2,122,060
40-Foot CNG Vehicle	\$535,677	4	\$2,142,708
Contingency	\$ 80,000		\$ 80,000
GRAND TOTAL:			\$4,344,768

Funding for the proposed contract is covered through a grant from the MWVCOG using FY 18 STP 5307 funds and a general fund local match

Funds for the bus purchase project are listed in Table 2 below:

TABLE 2

FUND SOURCE	FEDERAL PERCENTAGE	MATCH PERCENTAGE	GRANT AMOUNT	MATCH AMOUNT	TOTAL
FY18 STP 5307	89.73%	10.27%	\$ 3,948,120	\$ 451,880	\$ 4,400,000 *

**Remaining funds will be carried over to the next vehicle purchase.*

RECOMMENDATION

Staff recommends that the Board authorize the General Manager to execute a contract with Gillig LLC for the purchase of eight (8) fixed-route, Compressed Natural Gas transit vehicles for Cherriots fixed-route service for a not-to-exceed amount of \$4,344,768.

PROPOSED MOTION

I move that the Board authorize the General Manager to execute a contract with Gillig LLC for the purchase of eight (8) fixed-route, Compressed Natural Gas transit vehicles for Cherriots fixed-route service for a not-to-exceed amount of \$4,344,768.



To: Board of Directors

From: Roxanne Beltz, Trip Choice Program Coordinator
Steve Dickey, Director of Transportation Development

Thru: Allan Pollock, General Manager

Date: May 24, 2018

Subject: CHERRIOTS TRIP CHOICE FY17-18 THIRD QUARTER REPORT

ISSUE

Shall the Board receive the third quarter report of the FY 2017-2018 Cherriots Trip Choice Program?

BACKGROUND AND FINDINGS

Cherriots Trip Choice program activities, goals and metrics are structured around the 2015 – 2017 ODOT approved work plan and the 2015 – 2020 Cherriots Trip Choice Strategic Plan which details specific activities and improvements to the regional TDM program.

During the third quarter staff worked on building or strengthening a number of partnerships including ones with the Salem Art Association, Willamette University and the Mid-Willamette Valley Council of Governments. The program is also a sponsor this year for On Your Feet Friday.

FINANCIAL IMPACT

None

RECOMMENDATION

None

PROPOSED MOTION

Information Only

CHERRIOTS TRIP CHOICE

3rd Quarter Report FY 2017-2018

January ~ February ~ March 2018

During the 3rd Quarter of FY 2017-2018, Cherriots Trip Choice continued work in accordance with the recommendations made in the Strategic Plan and the Strategic Priorities. Our tasks and the activities associated with those are detailed in our work plan which can be summarized as, management of the Regional Rideshare Database, providing marketing, outreach and incentives for the use of all transportation options and promotion and expansion of TDM tactics within Polk, Marion and Yamhill Counties.

DRIVE LESS CONNECT

Drive Less Connect is Oregon's secure, easy-to-use online ride-matching tool that matches people who want to share the ride to work, school or play.

At the request of ODOT Active Transportation, there was a meeting held via Skype with four vendors demonstrating their ride matching tool. Each Transportation Options (TO) program across the state was given an opportunity to ask questions and submit our thoughts on the products to ODOT.

Drive Less Connect ~ 3rd Quarter 2017-2018

Total active users	483	Carpool trips	1459
Total registered users	5228	Did Not Work trips	377
New users.....	75	Vanpool trips	1176
Non SOV Miles Logged	130,345	Walk trips	305
Bike trips	717	Telework trips	215
Bus trips	628	Drive Alone trips	342

Ridematching statistics:

Ridematch search performed 10,456

Ridematch search with no results... 2598

Ridematch requests sent 4378

OUTREACH

Employer

Cherriots Trip Choice staff has been focusing on its employer outreach and has been meeting with a variety of state and city work sites, businesses and employers. When we meet with employers we discuss a variety of tools and incentives available to them, personalizing/customizing our approach depending on the work site or employer. Our conversations include the employer bus pass program, ridematching tools, developing commute incentives, Emergency Ride Home Program and vanpool formation.

Staff met with representatives from:

- City of Salem
- Dept. of Revenue
- Dept. of State Lands
- Dept. of Energy
- ODOT
- Manpower
- Sparrow Furniture (A business venture sponsored by Salem Alliance Church)
- Salem Health
- Willamette University

Community

- We have scheduled 10 + outreach events. These include health and wellness fairs, employee benefits fairs, community fairs, school presentations, and a bicycle rodeo.
- Cherriots Trip Choice will be a sponsor for On Your Feet Fridays this year. Cherriots Trip Choice will have a table and visible presence at each of the events planned for the second Friday of each month, May through September. The format encourages people of all ages to walk or run on sidewalks and through parks in and around downtown Salem; and along the way to local business or park checkpoints, discover new places, get some exercise and have fun. Each month includes eight different checkpoints.
- Staff formed a partnership with Salem Art Association to showcase the Cherriots Poster Contest winning art in their Young Artists' Showcase. The 2017 winning posters were on display last month at the Bush Barn Art Center and were located very near the entrance. The 2018 winners will be featured in the Spring Artist show running from July 6 through August 5.
- Staff formed a partnership with Salem Environmental Education to create bike maps for area high school students to use on Bike to School day on May 9.
- Staff formed a partnership with Professor Catalina de Onis from Willamette University to develop a process for assisting her students with information

regarding transportation options. We may also make transportation options presentations in the classroom in the future.

- Staff also formed a partnership with MWVCOG and several ODOT employees to promote the safety messaging of “Every Intersection is a Crosswalk.” We distributed, lawn signs, placed ads on the sides of buses, produced header cards, and will create zipper pulls for children.
- Staff revised the Grant/Highland WanderWalks™ map and it has been translated into Spanish. This will be the template for all future maps. The State street map is almost complete and will be ready mid-June.

NEWSLETTER

The first edition of the Cherriots Trip Choice “Navigator” quarterly newsletter was distributed via email to the distribution list we have in our database. Some of the emails bounced or were otherwise undeliverable, so we are updating our list. The next newsletter was distributed in early May.

SOCIAL MEDIA

Cherriots Trip Choice Facebook page now has 89 followers; Twitter has 33 followers.

VALLEY VANPOOL

Valley VanPool currently supports 47 vanpools that serve more than 400 commuters in the Willamette Valley. Staff is working closely with Lane Transit District to build a new Eugene to Salem van and will use some posters created by one of our partners.

PROFESSIONAL DEVELOPMENT

Kiki Dohman presented at ACT’s professional development program, ImpACT! Mischa O’Reilly attended the National Bike Summit and the Oregon Active Transportation Summit.

ONGOING PARTICIPATION

- Board member of the Association for Commuter Transportation (ACT)
- Board members of the Transportation Options Group of Oregon
- Statewide TDM and ToGo quarterly meetings
- Valley VanPool Partnership
- Quarterly ETC networking and training lunch
- Cherriots Wellness Committee
- Cherriots Connects Committee
- Cherriots Sustainability Committee
- Salem for Refugees Transportation Action Committee
- Open Streets Salem Steering Committee



BOARD MEETING MEMO

Agenda Item No. I.2

To: Board of Directors

From: Jeremy Jorstad, Transit Planner I
Chris French, Senior Planner

Thru: Allan Pollock, General Manager

Date: May 24, 2018

Subject: Performance Report – FY18 Q3

ISSUE

Shall the Board receive the quarterly information briefing on Cherriots services for the third quarter of FY18?

BACKGROUND AND FINDINGS

Performance measures for the third quarter of Fiscal Year 2018 (FY18 Q3) are included in Attachment A. FY18 Q3 began January 1, 2018 and ended March 31, 2018. All data are compared to the previous fiscal year, FY17. The data for these measures are derived from adjusted Trapeze schedules, vehicle fareboxes, rider counting systems, and reservation software (RouteMatch and Mobility DR).

Revenue Hours, Revenue Miles, and Boardings

Cherriots Local

Includes local bus service, Qualified Human Service Organization (QHSO) routes, and the West Salem Connector.

- *Revenue Hours* – Down 2.1% (-13.9 Revenue Hours/Day)
- *Revenue Miles* – Down 0.8% (-66.4 Revenue Miles/Day)
- *Boardings* – Up 2.1% (+247 Boardings/Day)

Cherriots Regional

Includes regional express routes and regional flex zones.

- *Revenue Hours* – Down 20.8% (-20.3 Revenue Hours/Day)
- *Revenue Miles* – Down 22.1% (-456.4 Revenue Miles/Day)
- *Boardings* – Down 14.8% (-86 Boardings/Day)

Cherriots Shop and Ride

Includes dial-a-ride and shopper shuttle.

- *Revenue Hours* – Up 4.6% (+0.9 Revenue Hour/Day)
- *Revenue Miles* – Down 6.8% (-15.5 Revenue Miles/Day)
- *Boardings* – Down 2.8% (-1.1 Boardings/Day)

Cherriots LIFT

Paratransit

- *Revenue Hours* – Up 8.9% (+21.5% Revenue Hours/Day)
- *Revenue Miles* – Up 11.2% (+329.6 Revenue Miles/Day)
- *Boardings* – Up 3.7% (+20.5 Boardings/Day)

FINANCIAL IMPACT

Information item only.

RECOMMENDATION

Information item only.

PROPOSED MOTION

Information item only.

ATTACHMENT A

FY18 Q3 Performance Measures

January-March 2018

Table 1. Total Revenue Hours

Table 2. Average Revenue Hours / Day

Table 3. Total Revenue Hours

Table 4. Average Revenue Miles / Day

Table 5. Total Boardings

Table 6. Average Boardings / Day

Table 7. Average Boardings / Revenue Hour

Table 1. Total Revenue Hours

Route (Service Days)	FY17 Q3				FY18 Q3			
	Jan 2017	Feb 2017	Mar 2017	Total	Jan 2018	Feb 2018	Mar 2018	Total
	21	19	23	63	22	19	22	63
LOCAL BUS SERVICE								
2 - Market / Brown	1,136	1,028	1,245	3,409	1,190	1,028	1,190	3,408
3 - Portland Road	629	570	690	1,889	660	570	660	1,890
4 - State Street	321	291	352	964	339	292	339	970
5 - Center Street	1,190	1,077	1,304	3,571	1,248	1,078	1,248	3,574
6 - Mission / Fairview Industrial	456	412	498	1,366	496	429	496	1,421
7 - Mission / State	328	297	359	984	340	294	340	974
8 - 12th / Liberty via Red Leaf	485	440	531	1,456	505	436	505	1,446
9 - Cherry / Parkmeadow	647	585	708	1,940	676	584	676	1,936
11 - Lancaster / Keizer	1,891	1,710	2,070	5,671	2,060	1,780	2,061	5,901
12 - Hayesville	311	282	341	934	325	281	325	931
13 - Silverton Road	513	464	562	1,539	426	368	426	1,220
14 - Windsor Island	323	292	354	969	338	292	338	968
15X - Airport Rd Park and Ride Express	422	383	463	1,268	N/A	N/A	N/A	N/A
16 - Wallace Rd	219	198	240	657	222	191	222	635
17 - Edgewater / Gerth	1,023	924	1,120	3,067	1,095	945	1,095	3,135
18 - 12th / Liberty via Lone Oak	482	436	528	1,446	508	438	509	1,455
19 - Broadway / River Rd	1,220	1,104	1,335	3,659	1,277	1,102	1,277	3,656
21 - South Commercial	1,157	1,047	1,268	3,472	1,213	1,046	1,212	3,471
22 - Library Loop	130	118	143	391	239	207	239	685
23 - Lansing / Hawthorne	313	283	343	939	328	283	328	939
24 - State / Lancaster	321	290	351	962	336	290	336	962
26 - Glen Creek / Orchard Heights	N/A	N/A	N/A	N/A	172	149	172	493
27 - Glen Creek / Eola	N/A	N/A	N/A	N/A	184	159	184	527
<i>Total</i>	<i>13,517</i>	<i>12,231</i>	<i>14,805</i>	<i>40,553</i>	<i>14,177</i>	<i>12,242</i>	<i>14,178</i>	<i>40,597</i>
LOCAL ON-DEMAND								
West Salem Connector	315	285	345	945	N/A	N/A	N/A	N/A
QUALIFIED HUMAN SERVICE ORGANIZATION ROUTES								
91 - Garten Foundation	15	13	16	44	22	19	22	63
92 - Rockwest	11	10	12	33	13	12	13	38
<i>Total</i>	<i>26</i>	<i>23</i>	<i>28</i>	<i>77</i>	<i>35</i>	<i>31</i>	<i>35</i>	<i>101</i>
<i>Cherriots Local Total</i>	<i>13,858</i>	<i>12,539</i>	<i>15,178</i>	<i>41,575</i>	<i>14,212</i>	<i>12,273</i>	<i>14,213</i>	<i>40,698</i>
REGIONAL EXPRESS ROUTES								
1X - Wilsonville / Salem Express	207	187	226	620	217	188	217	622
2X - Grand Ronde / Salem Express	318	288	344	950	N/A	N/A	N/A	N/A
10X - Woodburn / Salem Express	N/A	N/A	N/A	N/A	285	253	273	811
20X - N. Marion Co. / Salem Express	N/A	N/A	N/A	N/A	267	235	260	762
30X - Santiam / Salem Express	N/A	N/A	N/A	N/A	271	231	268	770
40X - Polk County / Salem Express	N/A	N/A	N/A	N/A	276	276	316	868
50X - Dallas / Salem Express	N/A	N/A	N/A	N/A	61	52	60	173
Former Demand-Response Services	1,191	1,046	1,284	3,521	N/A	N/A	N/A	N/A
<i>Total</i>	<i>1,716</i>	<i>1,521</i>	<i>1,854</i>	<i>5,091</i>	<i>1,377</i>	<i>1,235</i>	<i>1,394</i>	<i>4,006</i>
REGIONAL FLEX ZONES								
Polk County Flex	308	285	341	934	260	225	255	740
<i>Cherriots Regional Total</i>	<i>2,024</i>	<i>1,806</i>	<i>2,195</i>	<i>6,025</i>	<i>1,637</i>	<i>1,460</i>	<i>1,649</i>	<i>4,746</i>
SHOP AND RIDE								
Dial-a-Ride	287	277	307	871	284	236	318	838
Shopper Shuttle	125	126	174	425	183	145	190	518
<i>Total</i>	<i>412</i>	<i>403</i>	<i>481</i>	<i>1,296</i>	<i>467</i>	<i>381</i>	<i>508</i>	<i>1,356</i>
LIFT								
ADA	2,101	1,949	2,321	6,371	2,454	2,135	2,623	7,212
DD53	2,836	2,686	3,298	8,820	3,162	2,904	3,264	9,330
<i>Total</i>	<i>4,937</i>	<i>4,635</i>	<i>5,619</i>	<i>15,191</i>	<i>5,616</i>	<i>5,039</i>	<i>5,887</i>	<i>16,542</i>

Table 2. Average Revenue Hours / Day

Route	FY17 Q3				FY18 Q3				Percent Change
	Jan 2017	Feb 2017	Mar 2017	Total	Jan 2018	Feb 2018	Mar 2018	Total	
(Service Days)	21	19	23	63	22	19	22	63	
LOCAL BUS SERVICE									
2 - Market / Brown	54.1	54.1	54.1	54.1	54.1	54.1	54.1	54.1	0.0%
3 - Portland Road	30.0	30.0	30.0	30.0	30.0	30.0	30.0	30.0	0.1%
4 - State Street	15.3	15.3	15.3	15.3	15.4	15.4	15.4	15.4	0.6%
5 - Center Street	56.7	56.7	56.7	56.7	56.7	56.7	56.7	56.7	0.1%
6 - Mission / Fairview Industrial	21.7	21.7	21.7	21.7	22.5	22.6	22.5	22.6	4.0%
7 - Mission / State	15.6	15.6	15.6	15.6	15.5	15.5	15.5	15.5	-1.0%
8 - 12th / Liberty via Red Leaf	23.1	23.2	23.1	23.1	23.0	22.9	23.0	23.0	-0.7%
9 - Cherry / Parkmeadow	30.8	30.8	30.8	30.8	30.7	30.7	30.7	30.7	-0.2%
11 - Lancaster / Keizer	90.0	90.0	90.0	90.0	93.6	93.7	93.7	93.7	4.1%
12 - Hayesville	14.8	14.8	14.8	14.8	14.8	14.8	14.8	14.8	-0.3%
13 - Silverton Road	24.4	24.4	24.4	24.4	19.4	19.4	19.4	19.4	-20.7%
14 - Windsor Island	15.4	15.4	15.4	15.4	15.4	15.4	15.4	15.4	-0.1%
15X - Airport Rd Park and Ride Express	20.1	20.2	20.1	20.1	N/A	N/A	N/A	N/A	N/A
16 - Wallace Rd	10.4	10.4	10.4	10.4	10.1	10.1	10.1	10.1	-3.3%
17 - Edgewater / Gerth	48.7	48.6	48.7	48.7	49.8	49.7	49.8	49.8	2.2%
18 - 12th / Liberty via Lone Oak	23.0	22.9	23.0	23.0	23.1	23.1	23.1	23.1	0.6%
19 - Broadway / River Rd	58.1	58.1	58.0	58.1	58.0	58.0	58.0	58.0	-0.1%
21 - South Commercial	55.1	55.1	55.1	55.1	55.1	55.1	55.1	55.1	0.0%
22 - Library Loop	6.2	6.2	6.2	6.2	10.9	10.9	10.9	10.9	75.2%
23 - Lansing / Hawthorne	14.9	14.9	14.9	14.9	14.9	14.9	14.9	14.9	0.0%
24 - State / Lancaster	15.3	15.3	15.3	15.3	15.3	15.3	15.3	15.3	0.0%
26 - Glen Creek / Orchard Heights	N/A	N/A	N/A	N/A	7.8	7.8	7.8	7.8	N/A
27 - Glen Creek / Eola	N/A	N/A	N/A	N/A	8.4	8.4	8.4	8.4	N/A
<i>Total</i>	<i>643.7</i>	<i>643.7</i>	<i>643.7</i>	<i>643.7</i>	<i>644.4</i>	<i>644.3</i>	<i>644.5</i>	<i>644.4</i>	<i>0.1%</i>
LOCAL ON-DEMAND									
West Salem Connector	15.0	15.0	15.0	15.0	N/A	N/A	N/A	N/A	N/A
QUALIFIED HUMAN SERVICE ORGANIZATION ROUTES									
91 - Garten Foundation	0.7	0.7	0.7	0.7	1.0	1.0	1.0	1.0	43.2%
92 - Rockwest	0.5	0.5	0.5	0.5	0.6	0.6	0.6	0.6	15.2%
<i>Total</i>	<i>1.2</i>	<i>1.2</i>	<i>1.2</i>	<i>1.2</i>	<i>1.6</i>	<i>1.6</i>	<i>1.6</i>	<i>1.6</i>	<i>31.2%</i>
<i>Cherriots Local Total</i>	<i>659.9</i>	<i>659.9</i>	<i>659.9</i>	<i>659.9</i>	<i>646.0</i>	<i>645.9</i>	<i>646.0</i>	<i>646.0</i>	<i>-2.1%</i>
REGIONAL EXPRESS ROUTES									
1X - Wilsonville / Salem Express	9.9	9.8	9.8	9.8	9.9	9.9	9.9	9.9	0.3%
2X - Grand Ronde / Salem Express	15.1	15.2	15.0	15.1	N/A	N/A	N/A	N/A	N/A
10X - Woodburn / Salem Express	N/A	N/A	N/A	N/A	13.0	13.3	12.4	12.9	N/A
20X - N. Marion Co. / Salem Express	N/A	N/A	N/A	N/A	12.1	12.4	11.8	12.1	N/A
30X - Santiam / Salem Express	N/A	N/A	N/A	N/A	12.3	12.2	12.2	12.2	N/A
40X - Polk County / Salem Express	N/A	N/A	N/A	N/A	12.5	14.5	14.4	13.8	N/A
50X - Dallas / Salem Express	N/A	N/A	N/A	N/A	2.8	2.7	2.7	2.7	N/A
Former Demand-Response Services	56.7	55.1	55.8	55.9	N/A	N/A	N/A	N/A	N/A
<i>Total</i>	<i>81.7</i>	<i>80.1</i>	<i>80.6</i>	<i>80.8</i>	<i>62.6</i>	<i>65.0</i>	<i>63.4</i>	<i>63.6</i>	<i>-21.3%</i>
REGIONAL FLEX ZONES									
Polk County Flex	14.7	15.0	14.8	14.8	11.8	11.8	11.6	11.7	-20.8%
<i>Cherriots Regional Total</i>	<i>96.4</i>	<i>95.1</i>	<i>95.4</i>	<i>95.6</i>	<i>74.4</i>	<i>76.8</i>	<i>75.0</i>	<i>75.3</i>	<i>-21.2%</i>
SHOP AND RIDE									
Dial-a-Ride	13.7	14.6	13.3	13.8	12.9	12.4	14.5	13.3	-3.8%
Shopper Shuttle	6.0	6.6	7.6	6.7	8.3	7.6	8.6	8.2	21.9%
<i>Total</i>	<i>19.6</i>	<i>21.2</i>	<i>20.9</i>	<i>20.6</i>	<i>21.2</i>	<i>20.1</i>	<i>23.1</i>	<i>21.5</i>	<i>4.6%</i>
LIFT									
ADA	100.0	102.6	100.9	101.1	111.5	112.4	119.2	114.5	13.2%
DD53	135.0	141.4	143.4	140.0	143.7	152.8	148.4	148.1	5.8%
<i>Total</i>	<i>235.1</i>	<i>243.9</i>	<i>244.3</i>	<i>241.1</i>	<i>255.3</i>	<i>265.2</i>	<i>267.6</i>	<i>262.6</i>	<i>8.9%</i>

Table 3. Total Revenue Miles

Route (Service Days)	FY17 Q3				FY18 Q3			
	Jan 2017	Feb 2017	Mar 2017	Total	Jan 2018	Feb 2018	Mar 2018	Total
	21	19	23	63	22	19	22	63
LOCAL BUS SERVICE								
2 - Market / Brown	14,370	13,001	15,732	43,103	15,053	13,000	15,053	43,106
3 - Portland Road	7,362	6,676	8,082	22,120	7,760	6,702	7,760	22,222
4 - State Street	3,168	2,866	3,470	9,504	3,345	2,889	3,345	9,579
5 - Center Street	13,622	12,325	14,919	40,866	14,284	12,344	14,295	40,923
6 - Mission / Fairview Industrial	7,157	6,476	7,830	21,463	7,490	6,469	7,482	21,441
7 - Mission / State	4,304	3,894	4,714	12,912	4,509	3,894	4,509	12,912
8 - 12th / Liberty via Red Leaf	6,478	5,867	7,090	19,435	6,783	5,867	6,785	19,435
9 - Cherry / Parkmeadow	9,569	8,657	10,480	28,706	10,023	8,656	10,023	28,702
11 - Lancaster / Keizer	24,737	22,363	27,101	74,201	26,572	22,950	26,580	76,102
12 - Hayesville	3,358	3,038	3,678	10,074	4,199	3,626	4,199	12,024
13 - Silverton Road	6,124	5,541	6,707	18,372	6,398	5,525	6,398	18,321
14 - Windsor Island	4,760	4,306	5,213	14,279	4,986	4,306	4,986	14,278
15X - Airport Rd Park and Ride Express	4,363	3,952	4,784	13,099	N/A	N/A	N/A	N/A
16 - Wallace Rd	2,321	2,100	2,542	6,963	3,071	2,653	3,071	8,795
17 - Edgewater / Gerth	9,747	8,802	10,675	29,224	10,006	8,641	10,006	28,653
18 - 12th / Liberty via Lone Oak	6,586	5,959	7,213	19,758	6,890	5,951	6,900	19,741
19 - Broadway / River Rd	14,739	13,335	16,133	44,207	15,427	13,304	15,431	44,162
21 - South Commercial	14,327	12,966	15,695	42,988	15,013	12,962	15,007	42,982
22 - Library Loop	1,268	1,147	1,388	3,803	1,364	1,178	1,364	3,906
23 - Lansing / Hawthorne	4,052	3,666	4,438	12,156	4,245	3,666	4,245	12,156
24 - State / Lancaster	3,729	3,374	4,084	11,187	3,907	3,374	3,907	11,188
26 - Glen Creek / Orchard Heights	N/A	N/A	N/A	N/A	1,688	1,458	1,688	4,834
27 - Glen Creek / Eola	N/A	N/A	N/A	N/A	2,504	2,162	2,504	7,170
<i>Total</i>	<i>166,141</i>	<i>150,311</i>	<i>181,968</i>	<i>498,420</i>	<i>175,517</i>	<i>151,577</i>	<i>175,538</i>	<i>502,632</i>
LOCAL ON-DEMAND								
West Salem Connector	3,592	2,798	2,003	8,393	N/A	N/A	N/A	N/A
QUALIFIED HUMAN SERVICE ORGANIZATION ROUTES								
91 - Garten Foundation	122	110	134	366	128	111	128	367
92 - Rockwest	202	182	221	605	212	183	212	607
<i>Total</i>	<i>324</i>	<i>292</i>	<i>355</i>	<i>971</i>	<i>340</i>	<i>294</i>	<i>340</i>	<i>974</i>
<i>Cherriots Local Total</i>	<i>170,057</i>	<i>153,401</i>	<i>184,326</i>	<i>507,784</i>	<i>175,857</i>	<i>151,871</i>	<i>175,878</i>	<i>503,606</i>
REGIONAL EXPRESS ROUTES								
1X - Wilsonville / Salem Express	6,398	6,078	7,358	19,834	7,038	6,078	7,038	20,154
2X - Grand Ronde / Salem Express	10,878	9,961	11,927	32,766	N/A	N/A	N/A	N/A
10X - Woodburn / Salem Express	N/A	N/A	N/A	N/A	5,417	4,740	5,475	15,632
20X - N. Marion Co. / Salem Express	N/A	N/A	N/A	N/A	6,134	5,456	6,155	17,745
30X - Santiam / Salem Express	N/A	N/A	N/A	N/A	5,548	4,767	5,393	15,708
40X - Polk County / Salem Express	N/A	N/A	N/A	N/A	5,661	5,628	6,485	17,774
50X - Dallas / Salem Express	N/A	N/A	N/A	N/A	1,493	1,414	1,492	4,399
Former Demand-Response Services	21,841	19,373	24,235	65,449	N/A	N/A	N/A	N/A
<i>Total</i>	<i>39,117</i>	<i>35,412</i>	<i>43,520</i>	<i>118,049</i>	<i>31,291</i>	<i>28,083</i>	<i>32,038</i>	<i>91,412</i>
REGIONAL FLEX ZONES								
Polk County Flex	4,060	3,791	4,469	12,320	3,680	2,964	3,557	10,201
<i>Cherriots Regional Total</i>	<i>43,177</i>	<i>39,203</i>	<i>47,989</i>	<i>130,369</i>	<i>34,971</i>	<i>31,047</i>	<i>35,595</i>	<i>101,613</i>
SHOP AND RIDE								
Dial-a-Ride	3,339	3,440	3,808	10,587	3,125	2,720	3,588	9,433
Shopper Shuttle	1,137	1,232	1,411	3,780	1,519	1,054	1,382	3,955
<i>Total</i>	<i>4,476</i>	<i>4,672</i>	<i>5,219</i>	<i>14,367</i>	<i>4,644</i>	<i>3,774</i>	<i>4,970</i>	<i>13,388</i>
LIFT								
ADA	25,094	23,809	28,218	77,121	29,803	25,130	32,010	86,943
DD53	34,674	33,246	40,764	108,684	41,222	36,726	41,682	119,630
<i>Total</i>	<i>59,768</i>	<i>57,055</i>	<i>68,982</i>	<i>185,805</i>	<i>71,025</i>	<i>61,856</i>	<i>73,692</i>	<i>206,573</i>

Table 4. Average Revenue Miles / Day

Route (Service Days)	FY17 Q3				FY18 Q3				Percent Change
	Jan 2017	Feb 2017	Mar 2017	Total	Jan 2018	Feb 2018	Mar 2018	Total	
	21	19	23	63	22	19	22	63	
LOCAL BUS SERVICE									
2 - Market / Brown	684.3	684.3	684.0	684.2	684.2	684.2	684.2	684.2	0.0%
3 - Portland Road	350.6	351.4	351.4	351.1	352.7	352.7	352.7	352.7	0.5%
4 - State Street	150.9	150.8	150.9	150.9	152.0	152.1	152.0	152.0	0.8%
5 - Center Street	648.7	648.7	648.7	648.7	649.3	649.7	649.8	649.6	0.1%
6 - Mission / Fairview Industrial	340.8	340.8	340.4	340.7	340.5	340.5	340.1	340.3	-0.1%
7 - Mission / State	205.0	204.9	205.0	205.0	205.0	204.9	205.0	205.0	0.0%
8 - 12th / Liberty via Red Leaf	308.5	308.8	308.3	308.5	308.3	308.8	308.4	308.5	0.0%
9 - Cherry / Parkmeadow	455.7	455.6	455.7	455.7	455.6	455.6	455.6	455.6	0.0%
11 - Lancaster / Keizer	1,178.0	1,177.0	1,178.3	1,177.8	1,207.8	1,207.9	1,208.2	1,208.0	2.6%
12 - Hayessville	159.9	159.9	159.9	159.9	190.9	190.8	190.9	190.9	19.4%
13 - Silverton Road	291.6	291.6	291.6	291.6	290.8	290.8	290.8	290.8	-0.3%
14 - Windsor Island	226.7	226.6	226.7	226.7	226.6	226.6	226.6	226.6	0.0%
15X - Airport Rd Park and Ride Express	207.8	208.0	208.0	207.9	N/A	N/A	N/A	N/A	N/A
16 - Wallace Rd	110.5	110.5	110.5	110.5	139.6	139.6	139.6	139.6	26.3%
17 - Edgewater / Gerth	464.1	463.3	464.1	463.9	454.8	454.8	454.8	454.8	-2.0%
18 - 12th / Liberty via Lone Oak	313.6	313.6	313.6	313.6	313.2	313.2	313.6	313.3	-0.1%
19 - Broadway / River Rd	701.9	701.8	701.4	701.7	701.2	700.2	701.4	701.0	-0.1%
21 - South Commercial	682.2	682.4	682.4	682.3	682.4	682.2	682.1	682.3	0.0%
22 - Library Loop	60.4	60.4	60.3	60.4	62.0	62.0	62.0	62.0	2.7%
23 - Lansing / Hawthorne	193.0	192.9	193.0	193.0	193.0	192.9	193.0	193.0	0.0%
24 - State / Lancaster	177.6	177.6	177.6	177.6	177.6	177.6	177.6	177.6	0.0%
26 - Glen Creek / Orchard Heights	N/A	N/A	N/A	N/A	76.7	76.7	76.7	76.7	N/A
27 - Glen Creek / Eola	N/A	N/A	N/A	N/A	113.8	113.8	113.8	113.8	N/A
<i>Total</i>	<i>7,911.5</i>	<i>7,911.1</i>	<i>7,911.7</i>	<i>7,911.4</i>	<i>7,978.0</i>	<i>7,977.7</i>	<i>7,979.0</i>	<i>7,978.3</i>	<i>0.8%</i>
LOCAL ON-DEMAND									
West Salem Connector	171.0	147.3	87.1	133.2	N/A	N/A	N/A	N/A	N/A
QUALIFIED HUMAN SERVICE ORGANIZATION ROUTES									
91 - Garten Foundation	5.8	5.8	5.8	5.8	5.8	5.8	5.8	5.8	0.3%
92 - Rockwest	9.6	9.6	9.6	9.6	9.6	9.6	9.6	9.6	0.3%
<i>Total</i>	<i>15.4</i>	<i>15.4</i>	<i>15.4</i>	<i>15.4</i>	<i>15.5</i>	<i>15.5</i>	<i>15.5</i>	<i>15.5</i>	<i>0.3%</i>
<i>Cherriots Local Total</i>	<i>8,098.0</i>	<i>8,073.7</i>	<i>8,014.2</i>	<i>8,060.1</i>	<i>7,993.5</i>	<i>7,993.2</i>	<i>7,994.5</i>	<i>7,993.7</i>	<i>-0.8%</i>
REGIONAL EXPRESS ROUTES									
1X - Wilsonville / Salem Express	304.7	319.9	319.9	314.8	319.9	319.9	319.9	319.9	1.6%
2X - Grand Ronde / Salem Express	518.0	524.3	518.6	520.1	N/A	N/A	N/A	N/A	N/A
10X - Woodburn / Salem Express	N/A	N/A	N/A	N/A	246.2	249.5	248.9	248.1	N/A
20X - N. Marion Co. / Salem Express	N/A	N/A	N/A	N/A	278.8	287.2	279.8	281.7	N/A
30X - Santiam / Salem Express	N/A	N/A	N/A	N/A	252.2	250.9	245.1	249.3	N/A
40X - Polk County / Salem Express	N/A	N/A	N/A	N/A	257.3	296.2	294.8	282.1	N/A
50X - Dallas / Salem Express	N/A	N/A	N/A	N/A	67.9	74.4	67.8	69.8	N/A
Former Demand-Response Services	1,040.0	1,149.5	1,053.7	1,038.9	N/A	N/A	N/A	N/A	N/A
<i>Total</i>	<i>1,862.7</i>	<i>1,863.8</i>	<i>1,892.2</i>	<i>1,873.8</i>	<i>1,422.3</i>	<i>1,478.1</i>	<i>1,456.3</i>	<i>1,451.0</i>	<i>-22.6%</i>
REGIONAL FLEX ZONES									
Polk County Flex	193.3	199.5	194.3	195.6	167.3	156.0	161.7	161.9	-17.2%
<i>Cherriots Regional Total</i>	<i>2,056.0</i>	<i>2,063.3</i>	<i>2,086.5</i>	<i>2,069.3</i>	<i>1,589.6</i>	<i>1,634.1</i>	<i>1,618.0</i>	<i>1,612.9</i>	<i>-22.1%</i>
SHOP AND RIDE									
Dial-a-Ride	159.0	181.1	165.6	168.0	142.0	143.2	163.1	149.7	-10.9%
Shopper Shuttle	54.1	64.8	61.3	60.0	69.0	55.5	62.8	62.8	4.6%
<i>Total</i>	<i>213.1</i>	<i>245.9</i>	<i>226.9</i>	<i>228.0</i>	<i>211.1</i>	<i>198.6</i>	<i>225.9</i>	<i>212.5</i>	<i>-6.8%</i>
LIFT									
ADA	1,195.0	1,253.1	1,226.9	1,224.1	1,354.7	1,322.6	1,455.0	1,380.0	12.7%
DD53	1,651.1	1,749.8	1,772.3	1,725.1	1,873.7	1,932.9	1,894.6	1,898.9	10.1%
<i>Total</i>	<i>2,846.1</i>	<i>3,002.9</i>	<i>2,999.2</i>	<i>2,949.3</i>	<i>3,228.4</i>	<i>3,255.6</i>	<i>3,349.6</i>	<i>3,278.9</i>	<i>11.2%</i>

Table 5. Total Boardings

Route (Service Days)	FY17 Q3				FY18 Q3			
	Jan 2017 21	Feb 2017 19	Mar 2017 23	Total 63	Jan 2018 22	Feb 2018 19	Mar 2018 22	Total 63
LOCAL BUS SERVICE								
2 - Market / Brown	24,425	25,017	27,732	77,174	26,425	25,383	26,582	78,390
3 - Portland Road	14,124	13,610	16,082	43,816	14,229	12,593	13,867	40,689
4 - State Street	5,957	6,304	7,189	19,450	6,851	6,520	7,273	20,644
5 - Center Street	20,432	19,618	24,698	64,748	23,276	21,777	24,232	69,285
6 - Mission / Fairview Industrial	5,859	5,142	5,844	16,845	6,248	5,446	5,981	17,675
7 - Mission / State	5,067	5,015	6,066	16,148	5,773	5,259	5,609	16,641
8 - 12th / Liberty via Red Leaf	8,008	7,969	9,496	25,473	9,397	8,842	9,219	27,458
9 - Cherry / Parkmeadow	8,485	8,914	10,493	27,892	9,123	8,561	9,497	27,181
11 - Lancaster / Keizer	38,123	38,217	45,254	121,594	41,828	39,889	42,192	123,909
12 - Hayesville	1,461	1,414	1,705	4,580	1,699	1,443	1,795	4,937
13 - Silverton Road	7,932	8,223	9,699	25,854	9,382	8,625	9,678	27,685
14 - Windsor Island	1,794	1,717	1,910	5,421	1,895	1,686	1,821	5,402
15X - Airport Rd Park and Ride Express	2,371	2,551	3,117	8,039	N/A	N/A	N/A	N/A
16 - Wallace Rd	2,502	2,530	3,038	8,070	3,055	3,012	3,098	9,165
17 - Edgewater / Gerth	12,268	11,990	13,830	38,088	13,898	12,632	13,970	40,500
18 - 12th / Liberty via Lone Oak	7,418	7,471	8,856	23,745	8,286	7,849	8,309	24,444
19 - Broadway / River Rd	27,053	26,985	31,580	85,618	29,452	26,968	31,038	87,458
21 - South Commercial	26,877	25,799	29,778	82,454	29,596	26,848	28,987	85,431
22 - Library Loop	1,016	1,096	1,541	3,653	1,174	1,181	1,135	3,490
23 - Lansing / Hawthorne	2,205	2,406	2,892	7,503	3,144	2,796	3,217	9,157
24 - State / Lancaster	5,749	5,537	6,576	17,862	6,465	6,125	6,717	19,307
26 - Glen Creek / Orchard Heights	N/A	N/A	N/A	0	841	821	730	2,392
27 - Glen Creek / Eola	N/A	N/A	N/A	0	615	658	856	2,129
<i>Total</i>	229,126	227,525	267,376	724,027	252,652	234,914	255,803	743,369
LOCAL ON-DEMAND								
West Salem Connector	1,198	1,177	1,324	3,699	N/A	N/A	N/A	N/A
QUALIFIED HUMAN SERVICE ORGANIZATION ROUTES								
91 - Garten Foundation	210	203	279	692	189	196	107	492
92 - Rockwest	317	339	410	1,066	436	362	379	1,177
<i>Total</i>	527	542	689	1,758	625	558	486	1,669
<i>Cherriots Local Total</i>	230,851	229,244	269,389	729,484	253,277	235,472	256,289	745,038
REGIONAL EXPRESS ROUTES								
1X - Wilsonville / Salem Express	2,646	2,721	3,270	8,637	2,775	2,615	2,657	8,047
2X - Grand Ronde / Salem Express	1,292	1,342	1,651	4,285	N/A	N/A	N/A	N/A
10X - Woodburn / Salem Express	N/A	N/A	N/A	N/A	1,288	1,327	1,280	3,895
20X - N. Marion Co. / Salem Express	N/A	N/A	N/A	N/A	765	737	767	2,269
30X - Santiam / Salem Express	N/A	N/A	N/A	N/A	1,144	1,123	1,203	3,470
40X - Polk County / Salem Express	N/A	N/A	N/A	N/A	3,630	2,907	3,062	9,599
50X - Dallas / Salem Express	N/A	N/A	N/A	N/A	373	365	486	1,224
Former Demand-Response Services	5,895	5,848	6,586	18,329	N/A	N/A	N/A	N/A
<i>Total</i>	9,833	9,911	11,507	31,251	9,975	9,074	9,455	28,504
REGIONAL FLEX ZONES								
Polk County Flex	1,637	1,685	1,953	5,275	969	764	872	2,605
<i>Cherriots Regional Total</i>	11,470	11,596	13,460	36,526	10,944	9,838	10,327	31,109
SHOP AND RIDE								
Dial-a-Ride	450	475	544	1,469	455	355	503	1,313
Shopper Shuttle	334	352	396	1,082	426	333	408	1,167
<i>Total</i>	784	827	940	2,551	881	688	911	2,480
LIFT								
ADA	4,865	4,668	5,453	14,986	5,594	4,710	5,727	16,031
DD53	6,205	6,082	7,274	19,561	6,812	6,034	6,963	19,809
<i>Total</i>	11,070	10,750	12,727	34,547	12,406	10,744	12,690	35,840

Table 6. Average Boardings / Day

Route	FY17 Q3				FY18 Q3				Percent Change
	Jan 2017	Feb 2017	Mar 2017	Total	Jan 2018	Feb 2018	Mar 2018	Total	
(Service Days)	21	19	23	63	22	19	22	63	
LOCAL BUS SERVICE									
2 - Market / Brown	1,163.1	1,316.7	1,205.7	1,225.0	1,201.1	1,335.9	1,208.3	1,244.3	1.6%
3 - Portland Road	672.6	716.3	699.2	695.5	646.8	662.8	630.3	645.9	-7.1%
4 - State Street	283.7	331.8	312.6	308.7	311.4	343.2	330.6	327.7	6.1%
5 - Center Street	973.0	1,032.5	1,073.8	1,027.7	1,058.0	1,146.2	1,101.5	1,099.8	7.0%
6 - Mission / Fairview Industrial	279.0	270.6	254.1	267.4	284.0	286.6	271.9	280.6	4.9%
7 - Mission / State	241.3	263.9	263.7	256.3	262.4	276.8	255.0	264.1	3.1%
8 - 12th / Liberty via Red Leaf	381.3	419.4	412.9	404.3	427.1	465.4	419.0	435.8	7.8%
9 - Cherry / Parkmeadow	404.0	469.2	456.2	442.7	414.7	450.6	431.7	431.4	-2.5%
11 - Lancaster / Keizer	1,815.4	2,011.4	1,967.6	1,930.1	1,901.3	2,099.4	1,917.8	1,966.8	1.9%
12 - Hayesville	69.6	74.4	74.1	72.7	77.2	75.9	81.6	78.4	7.8%
13 - Silverton Road	377.7	432.8	421.7	410.4	426.5	453.9	439.9	439.4	7.1%
14 - Windsor Island	85.4	90.4	83.0	86.0	86.1	88.7	82.8	85.7	-0.4%
15X - Airport Rd Park and Ride Express	112.9	134.3	135.5	349.5	N/A	N/A	N/A	N/A	N/A
16 - Wallace Rd	119.1	133.2	132.1	128.1	138.9	158.5	140.8	145.5	13.6%
17 - Edgewater / Gerth	584.2	631.1	601.3	604.6	631.7	664.8	635.0	642.9	6.3%
18 - 12th / Liberty via Lone Oak	353.2	393.2	385.0	376.9	376.6	413.1	377.7	388.0	2.9%
19 - Broadway / River Rd	1,288.2	1,420.3	1,373.0	1,359.0	1,338.7	1,419.4	1,410.8	1,388.2	2.1%
21 - South Commercial	1,279.9	1,357.8	1,294.7	1,308.8	1,345.3	1,413.1	1,317.6	1,356.0	3.6%
22 - Library Loop	48.4	57.7	67.0	58.0	53.4	62.2	51.6	55.4	-4.5%
23 - Lansing / Hawthorne	105.0	126.6	125.7	119.1	142.9	147.2	146.2	145.3	22.0%
24 - State / Lancaster	273.8	291.4	285.9	283.5	293.9	322.4	305.3	306.5	8.1%
26 - Glen Creek / Orchard Heights	N/A	N/A	N/A	N/A	38.2	43.2	33.2	38.0	N/A
27 - Glen Creek / Eola	N/A	N/A	N/A	N/A	28.0	34.6	38.9	33.8	N/A
<i>Total</i>	<i>10,910.8</i>	<i>11,975.0</i>	<i>11,625.0</i>	<i>11,492.5</i>	<i>11,484.2</i>	<i>12,363.9</i>	<i>11,627.4</i>	<i>11,799.5</i>	<i>2.7%</i>
LOCAL ON-DEMAND									
West Salem Connector	57.0	61.9	57.6	58.7	N/A	N/A	N/A	N/A	N/A
QUALIFIED HUMAN SERVICE ORGANIZATION ROUTES									
91 - Garten Foundation	10.0	10.7	12.1	11.0	8.6	10.3	4.9	7.8	-28.9%
92 - Rockwest	15.1	17.8	17.8	16.9	19.8	19.1	17.2	18.7	10.4%
<i>Total</i>	<i>25.1</i>	<i>28.5</i>	<i>30.0</i>	<i>27.9</i>	<i>28.4</i>	<i>29.4</i>	<i>22.1</i>	<i>26.5</i>	<i>-5.1%</i>
<i>Cherriots Local Total</i>	<i>10,992.9</i>	<i>12,065.5</i>	<i>11,712.6</i>	<i>11,579.1</i>	<i>11,512.6</i>	<i>12,393.3</i>	<i>11,649.5</i>	<i>11,826.0</i>	<i>2.1%</i>
REGIONAL EXPRESS ROUTES									
1X - Wilsonville / Salem Express	126.0	143.2	142.2	137.1	126.1	137.6	120.8	127.7	-6.8%
2X - Grand Ronde / Salem Express	61.5	70.6	71.8	68.0	N/A	N/A	N/A	N/A	N/A
10X - Woodburn / Salem Express	N/A	N/A	N/A	N/A	58.5	69.8	58.2	61.8	N/A
20X - N. Marion Co. / Salem Express	N/A	N/A	N/A	N/A	34.8	38.8	34.9	36.0	N/A
30X - Santiam / Salem Express	N/A	N/A	N/A	N/A	52.0	59.1	54.7	55.1	N/A
40X - Polk County / Salem Express	N/A	N/A	N/A	N/A	165.0	153.0	139.2	152.4	N/A
50X - Dallas / Salem Express	N/A	N/A	N/A	N/A	17.0	19.2	22.1	19.4	N/A
Former Demand-Response Services	280.7	307.8	286.3	290.9	N/A	N/A	N/A	N/A	N/A
<i>Total</i>	<i>468.2</i>	<i>521.6</i>	<i>500.3</i>	<i>496.0</i>	<i>453.4</i>	<i>477.6</i>	<i>429.8</i>	<i>452.4</i>	<i>-8.8%</i>
REGIONAL FLEX ZONES									
Polk County Flex	78.0	88.7	84.9	83.7	44.0	40.2	39.6	41.3	-50.6%
<i>Cherriots Regional Total</i>	<i>546.2</i>	<i>610.3</i>	<i>585.2</i>	<i>579.8</i>	<i>497.5</i>	<i>517.8</i>	<i>469.4</i>	<i>493.8</i>	<i>-14.8%</i>
SHOP AND RIDE									
Dial-a-Ride	21.4	25.0	23.7	23.3	20.7	18.7	22.9	20.8	-10.6%
Shopper Shuttle	15.9	18.5	17.2	17.2	19.4	17.5	18.5	18.5	7.9%
<i>Total</i>	<i>37.3</i>	<i>43.5</i>	<i>40.9</i>	<i>40.5</i>	<i>40.0</i>	<i>36.2</i>	<i>41.4</i>	<i>39.4</i>	<i>-2.8%</i>
LIFT									
ADA	231.7	245.7	237.1	237.9	254.3	247.9	260.3	254.5	7.0%
DD53	295.5	320.1	316.3	310.5	309.6	317.6	316.5	314.4	1.3%
<i>Total</i>	<i>527.1</i>	<i>565.8</i>	<i>553.3</i>	<i>548.4</i>	<i>563.9</i>	<i>565.5</i>	<i>576.8</i>	<i>568.9</i>	<i>3.7%</i>

Table 7. Average Boardings / Revenue Hour

Route	FY17 Q3				FY18 Q3				Percent Change
	Jan 2017	Feb 2017	Mar 2017	Total	Jan 2018	Feb 2018	Mar 2018	Total	
(Service Days)	21	19	23	63	22	19	22	63	
LOCAL BUS SERVICE									
2 - Market / Brown	21.5	24.3	22.3	22.6	22.2	24.7	22.3	23.0	1.6%
3 - Portland Road	22.5	23.9	23.3	23.2	21.6	22.1	21.0	21.5	-7.2%
4 - State Street	18.6	21.7	20.4	20.2	20.2	22.3	21.5	21.3	5.5%
5 - Center Street	17.2	18.2	18.9	18.1	18.7	20.2	19.4	19.4	6.9%
6 - Mission / Fairview Industrial	12.8	12.5	11.7	12.3	12.6	12.7	12.1	12.4	0.9%
7 - Mission / State	15.4	16.9	16.9	16.4	17.0	17.9	16.5	17.1	4.1%
8 - 12th / Liberty via Red Leaf	16.5	26.8	17.9	17.5	18.6	20.3	18.3	19.0	8.5%
9 - Cherry / Parkmeadow	13.1	15.2	14.8	14.4	13.5	14.7	14.0	14.0	-2.3%
11 - Lancaster / Keizer	20.2	22.3	21.9	21.4	20.3	22.4	20.5	21.0	-2.1%
12 - Hayesville	4.7	5.0	5.0	4.9	5.2	5.1	5.5	5.3	8.1%
13 - Silverton Road	15.5	17.7	17.3	16.8	22.0	23.4	22.7	22.7	35.1%
14 - Windsor Island	5.6	5.9	5.4	5.6	5.6	5.8	5.4	5.6	-0.2%
15X - Airport Rd Park and Ride Express	5.6	6.7	6.7	6.3	N/A	N/A	N/A	N/A	N/A
16 - Wallace Rd	11.4	12.8	12.7	12.3	13.8	15.8	14.0	14.4	17.5%
17 - Edgewater / Gerth	12.0	13.0	12.3	12.4	12.7	13.4	12.8	12.9	4.0%
18 - 12th / Liberty via Lone Oak	15.4	17.1	16.8	16.4	16.3	17.9	16.3	16.8	2.3%
19 - Broadway / River Rd	22.2	24.4	59.8	23.4	23.1	24.5	24.3	23.9	2.2%
21 - South Commercial	23.2	24.6	23.5	23.7	24.4	25.7	23.9	24.6	3.6%
22 - Library Loop	7.8	9.3	10.8	9.3	4.9	5.7	4.7	5.1	-45.5%
23 - Lansing / Hawthorne	7.0	8.5	8.4	8.0	9.6	9.9	9.8	9.8	22.0%
24 - State / Lancaster	17.9	19.1	19.2	18.6	19.2	21.1	20.0	20.1	8.1%
26 - Glen Creek / Orchard Heights	N/A	N/A	N/A	N/A	4.9	5.5	4.2	4.9	N/A
27 - Glen Creek / Eola	N/A	N/A	N/A	N/A	3.3	4.1	4.7	4.0	N/A
<i>Total</i>	17.0	18.6	18.1	17.9	17.8	19.2	18.0	18.3	2.6%
LOCAL ON-DEMAND									
West Salem Connector	3.8	4.1	3.8	3.9	N/A	N/A	N/A	N/A	N/A
QUALIFIED HUMAN SERVICE ORGANIZATION ROUTES									
91 - Garten Foundation	14.0	15.6	17.4	15.7	8.6	10.3	4.9	7.8	-50.3%
92 - Rockwest	28.8	33.9	34.2	32.3	33.5	30.2	29.2	31.0	-4.1%
<i>Total</i>	20.3	23.6	24.6	22.8	17.9	18.0	13.9	16.5	-27.6%
<i>Cherriots Local Total</i>	16.7	18.3	17.7	17.5	17.8	19.2	18.0	18.3	4.3%
REGIONAL EXPRESS ROUTES									
1X - Wilsonville / Salem Express	12.8	14.6	14.5	13.9	12.8	13.9	12.2	12.9	-7.1%
2X - Grand Ronde / Salem Express	4.1	4.7	4.8	4.5	N/A	N/A	N/A	N/A	N/A
10X - Woodburn / Salem Express	N/A	N/A	N/A	N/A	4.5	5.2	4.7	4.8	N/A
20X - N. Marion Co. / Salem Express	N/A	N/A	N/A	N/A	2.9	3.1	3.0	3.0	N/A
30X - Santiam / Salem Express	N/A	N/A	N/A	N/A	4.2	4.9	4.5	4.5	N/A
40X - Polk County / Salem Express	N/A	N/A	N/A	N/A	13.2	10.5	9.7	11.1	N/A
50X - Dallas / Salem Express	N/A	N/A	N/A	N/A	6.1	7.0	8.1	7.1	N/A
Former Demand-Response Services	4.9	5.6	5.1	5.2	N/A	N/A	N/A	N/A	N/A
<i>Total</i>	5.7	6.5	6.2	6.7	7.2	7.3	6.8	7.1	15.9%
REGIONAL FLEX ZONES									
Polk County Flex	5.3	5.9	5.7	5.6	3.7	3.4	3.4	3.5	-37.7%
<i>Cherriots Regional Total</i>	5.7	6.4	6.1	6.1	6.7	6.7	6.3	6.6	8.1%
SHOP AND RIDE									
Dial-a-Ride	1.6	1.7	1.8	1.7	1.6	1.5	1.6	1.6	-7.1%
Shopper Shuttle	2.7	2.8	2.3	2.5	2.3	2.3	2.1	2.3	-11.5%
<i>Total</i>	1.9	2.1	2.0	2.0	1.9	1.8	1.8	1.8	-7.1%
LIFT									
ADA	2.3	2.4	2.3	2.4	2.3	2.2	2.2	2.2	-5.5%
DD53	2.2	2.3	2.2	2.2	2.2	2.1	2.1	2.1	-4.3%
<i>Total</i>	2.2	2.3	2.3	2.3	2.2	2.1	2.2	2.2	-4.7%



To: Board of Directors
From: Allan Pollock, General Manager
Date: May 24, 2018
Subject: Board Member Committee Report

ISSUE

Shall the Board report on their committee participation and meetings attended?

BACKGROUND AND FINDINGS

Board members are appointed to local, regional, or national committees. Board members also present testimony at public hearings on specific issues as the need arises. After these meetings, public hearings, or other activities attended by individual members on behalf of SAMTD, time will be scheduled for an oral report/update. The following activities have designated board member representation:

Board/Committee

Director(s)

Special Transportation Fund Advisory Committee (STFAC)

P: Director Jerry Thompson
A: Director Colleen Busch

Mid-Willamette Area Commission on Transportation (MWACT)

P: Director Marcia Kelley
A: Director Kathy Lincoln

Mid-Willamette Valley Council of Governments (MWVCOG)

P: President Robert Krebs
A: Director Jerry Thompson

Salem-Keizer Area Transportation Study Policy Committee (SKATS)

P: Director Kathy Lincoln
A: Director Colleen Busch

Oregon Metropolitan Planning Organization Consortium (OMPOC)

P: Director Kathy Lincoln
A: Director Colleen Busch

FINANCIAL IMPACT

None

RECOMMENDATION

Receive and File

PROPOSED MOTION

None