Form C003-B062217

AMENDMENT NO.2 TO
CONTRACT NO. B33385

Title: City of Roseburg Transportation System Plan Update; Federal Aid #: PR11(001)

1. This is Amendment No. 2 to Contract No. B33385 (as amended from time to time), effective date 7/14/2016, between the State of Oregon, acting by and through its Department of Transportation, hereafter called Agency, and **David Evans and Associates, Inc.**, which the Parties agree is synonymous with the defined term "Contractor" or "Consultant" as referenced in the Contract. This Amendment is effective on the date it has been signed by the Parties and all required State of Oregon approvals have been obtained.

2. The Contract is hereby amended as follows:

   a. **Section 1. Contract Effective Date and Term** contract expiration date of 8/16/2018 is deleted in its entirety and replaced with 2/16/2019.

   b. **Section 3, Compensation**, is deleted in its entirety and replaced with the following to reflect an increase of $35,695.54 in the maximum amount payable to Consultant, for a total maximum amount payable to Consultant under this Contract of $320,059.70:

   "3. Compensation
   The maximum amount payable to Consultant under this Contract, which includes the amount of any allowable and reimbursable expenses, is $320,059.70, as detailed further in Exhibit B, Compensation. Agency reserves the right, in its sole discretion, to amend this Contract to increase this amount. The payment methodology and basis for payment to Consultant is described in Exhibit B, Compensation. The maximum amount above includes $59,404.19 for contingency tasks, each of which must be authorized separately by Agency."

   c. **Exhibit A, Section E. TASKS, DELIVERABLES and SCHEDULE**

   i. **Task 1-PROJECT MANAGEMENT**
   An additional six (6) months are added to the contract duration for a total of thirty (30) months. Delete and replace in its entirety the first sentence of this task with the following:

   "Consultant shall be responsible for Project Management throughout the duration of this Contract, which is expected to be thirty (30) months in duration."

   ii. **Task 1.1 Project Schedule**
   During the Project, Consultant shall provide up to one (1) additional schedule updates as necessary to indicate consistency with or changes to anticipated milestone dates (or as necessary). Total project schedule updates not to exceed four (4).

   iii. **Task 1.2 Telephone Conferences**
   An additional three (3) telephone conference calls are added to Task 1.2. Delete and replace in its entirety the first sentence of this task with the following:

   "Consultant shall communicate regularly with the City and APM via fifteen (15) telephone conference calls."

   iv. **Task 1.3 Progress Reports and Invoices**
   An additional (6) Progress Reports and Invoices are added to Task 1.3. Delete and replace in its entirety the first sentence of this task with the following:

   "Consultant shall prepare and submit monthly progress reports and invoices to APM by the 15th of each month for the duration of the project."

v. **Task 1-Consultant Deliverables** section is deleted in its entirety and replaced with the following:

Task 1 - Consultant Deliverables

- 1 additional Project Schedule Updates
- 3 additional Monthly APM Telephone Conferences.
- 6 additional Monthly Progress Reports and Invoices.

vi. **Task 7.1 Draft Concept Transportation System Operational Analysis (TM #5, Appendix A)**
An additional (5) intersections are added to Task 7.1. Delete and replace in its entirety the second sentence in the first paragraph of this task with the following:

"No new travel demand model scenarios shall be used for this analysis of up to (15) intersection improvements."

vii. **Task 7.2 Draft Concept Transportation System Operational Analysis (TM #5)**
An additional (5) intersections are added to Task 7.2. Delete and replace in its entirety the first sentence in the second paragraph of this task with the following:

"Based on Services performed in previous tasks, Consultant shall develop a set of up to (30) discrete, multimodal improvement project concepts to address existing and future deficiencies."

viii. **Task 7.3 Final TM#5, Appendix A**
Within two (2) weeks of receiving comments from City, APM, and PAC members, Consultant shall revise Draft TM #5, Appendix A and submit Final TM #5, Appendix A to City and APM.

ix. **Task 7.4 Final TM#5**
Within two (2) weeks of receiving comments from City, APM, and PAC members, Consultant shall revise Draft TM #5 and submit Final TM #5 to City and APM. This is assumed to result in the Draft TSP project list.

Task 7- Consultant Deliverables

- Draft TM #5, Appendix A.
- Draft TM #5
- Final TM #5, Appendix A
- Final TM #5

x. **Additional Effort**
Additional hours are added to the BOC for the following task (the tasks and deliverable remain unchanged):

- Task 1.1 Project Schedule
- Task 1.2 Teleconferences
- Task 1.3 Progress Reports and Invoices
- Task 7.1 Draft TM #5, Appendix A
- Task 7.2 Draft TM #5
- Task 7.3 Final TM #5, Appendix A
- Task 7.4 Final TM #5

xi. New Tasks

Task 3 AMEND DEFINITIONS AND BACKGROUND
Consultant shall amend TM #1Appendix A to outline the methodology to be used for the traffic count data adjustments and modeling assumptions for the five (5) new intersections as described below.

Amend Methodology and Assumptions Memorandum (Amended TM #1, Appendix A)
As TM #1 - Appendix A, Consultant shall amend and submit a Methodology and Assumptions Memorandum for existing conditions, future conditions, and concept analysis to TPAU, Region 3 Traffic and City to include the five (5) new intersections.

Additionally, Consultant shall amend steps to be taken (if needed) to help resolve potential issues relating to the current and future conditions as raised by Agency or City as well as response timelines to resolve issues. Consultant assumes that the travel demand model data, provided by Agency, is ready for post-processing of the future No-Build scenario.

Task 3.7 Amended Draft TM#1, Appendix A: Methodology and Assumptions Memorandum
Consultant shall submit Amended Draft TM #1, Appendix A to City and APM for review of new text (shown in track changes format). City will provide one (1) consolidated, non-conflicting set of comments in a Comment Log within one (1) week of APM's acceptance of the deliverable.

Task 3.8 Amended Comment Log, TM #1, Appendix A Consultant shall prepare and submit Comment Log for the new text, responding to each comment received on the technical memorandum. Comment Log shall be submitted to City and APM within one (1) week of receiving one set of consolidated comments from City.

Task 3.9 Amended Final TM#1, Appendix A: Methodology and Assumptions Memorandum
Within one (1) week of receiving comments from City, Consultant shall revise new text of Amended Draft TM #1, Appendix A and submit Amended Final TM #1, Appendix A to City and APM.

Task 3 - Consultant Deliverables
- Amended Draft TM #1, Appendix A: Methodology and Assumptions Memorandum
- Amended Comment Log (TM #1, Appendix A: Methodology and Assumption Memorandum) with responses to City/Agency comments.
- Amended Final TM #1, Appendix A: Methodology and Assumptions Memorandum

Task 5 AMEND CURRENT TRANSPORTATION SYSTEM OPERATIONS
Consultant shall amend TM #3 to describe current transportation system operations for five (5) intersections. Consultant shall analyze current traffic operations and turning movements for the five (5) intersections in the study area. Consultant shall coordinate all analysis as needed with the ODOT Transportation Planning and Analysis Unit ("TPAU"), ODOT Region 3 Traffic, City, and County. All volumes must be the 30th highest hour. For new count adjustments, the Consultant shall use traffic analysis software programs following Highway Capacity Manual 2010 ("HCM 2010") procedures and must be consistent with the TPAU's analysis procedures available on the Internet at: http://www.oregon.gov/ODOT/TD/TP/Pages/APM.aspx. Signalized intersections must use HCM 2000 methods for obtaining intersection volume-to-capacity ratios. Consultant shall obtain signal timing from the ODOT Region 3 Traffic, the City and the County, as appropriate. Amended TM #3 shall include a narrative and graphics for the following sections: traffic operations (narrative only), crash analysis, and bicycle and pedestrian (volume only) as described below. Amended TM #3, Appendix A shall present the agreed upon traffic volumes (graphical and narrative format) and operational analysis for the existing conditions (non-narrative format) and models.

Amend Current Transportation System Analysis
Consultant shall obtain approval of current transportation system analysis and conclusions for the five (5) intersections as prescribed in the Amended TM #1, Appendix A (Methodology Memorandum) from TPAU, Region 3 Traffic, City and County.

Amend Traffic Counts (Amended TM #3, Appendix A)
Consultant shall collect and provide the following traffic counts:

4-hour Intersection Classification Counts:

1. NW Garden Valley Blvd. @ NW Stewart Pkwy.
2. NW Garden Valley Blvd. @ NE Stephens St.
3. W. Harvard Ave. @ NW Stewart Pkwy.
4. NW Stewart Pkwy @ NE Stephens St.

16-hour Intersection Classification Counts

5. SE Washington Ave. @ SE Spruce St.

All new traffic counts will be collected by Consultant for the Roseburg TSP Update, and will have 15-minute breakdowns from 2 p.m. - 6 p.m. The 16-hour count shall match the window on time for other project counts previously collected, 6 am - 10 pm. All counts will include bicycles, pedestrians, and turning movements.

Consultant shall process the newly collected traffic count data following procedures and methods outlined in Agency's Analysis Procedure Manual, available at http://www.oregon.gov/ODOT/TD/TP/Pages/APM.aspx. Consultant shall analyze traffic count information for the PM peak period at five (5) intersections (new count locations); apply seasonal adjustment factors to account for seasonal variation, and to develop volumes for the 30th highest hour and the Average Daily Traffic ("ADT") volumes. Consultant shall follow the procedures established in Amended TM #1, Appendix A and submit volumes to the TPAU, Region 3 Traffic, City and County for approval prior to running analysis. Approved volumes shall be presented in graphical format in Amended Draft TM #3, Appendix A as well as summary graphics for operations (see next section).

I-5 volumes and classification information is available here:
http://highway.odot.state.or.us/cf/highwayreports/traffic_parms.cfm

Amend Current Transportation System Operation Analysis (Amended TM #3, Appendix A)
Consultant shall perform operational analysis for all new traffic count locations. All traffic operational analysis summary graphics (figures and tables) and analysis files shall be based on volumes from Task 5.7 and submitted to TPAU, APM, Region 3 Traffic, City, and County for review as prescribed in Amended TM #1, Appendix A (Methodology Memorandum) and submitted as Amended Draft TM #3, Appendix A and concurrent with Amended Draft TM #3. Operational analysis shall include:

- Volume–to–capacity (v/c) ratio.
- Level of Service (LOS).
- Turning movements shown on figures.
- 95th percentile queues (from Simtraffic).

Consultant shall summarize non-motorized (Multi-Modal) transportation movements for all traffic count locations (provided by Consultant) in a figure. Summary must include:

- Volume.
- Type.
- Direction.

Amend Crash Analysis

Consultant shall update the critical crash rates at the five (5) intersections based on new count data, and update the safety issues map.

Task 5.7 Amended Draft TM #3, Appendix A
Prior to submitting Amended Draft TM #3, Appendix A, Consultant shall obtain approval of analysis and conclusions from TPAU, Region 3 Traffic, City and County in Amended TM #1 Appendix A (Methodology Memorandum). Consultant shall use the preceding data as described in Task 5 to prepare Amended Draft TM #3, Appendix A which shall include the agreed upon traffic volumes (graphical and narrative format) and operational analysis for the existing conditions (graphic format only) and traffic models (Synchro). Consultant shall prepare and submit Amended Draft TM #3, Appendix A to the City

and APM for review of new text (shown in track changes format). City will provide one (1) consolidated, non-conflicting set of comments in a Comment Log within one (1) week of APM's acceptance of the deliverable.

Task 5.8 Amended TM #3, Appendix A Comment Log
Consultant shall prepare and submit Comment Log, responding to each comment received on the Technical Memorandum to the City and APM within one (1) week of receiving one set of consolidated, non-conflicting comments from City.

Task 5.9 Amended Final TM #3, Appendix A
Within one (1) week of receiving comments from City, Consultant shall revise Amended Draft TM #3, Appendix A and submit Amended Final TM #3, Appendix A to the City and APM.

Task 5.10 Amended Draft TM #3 - Current System Operations
Consultant shall use all the preceding data from Task 5 not already presented in Amended Draft TM #3, Appendix A to prepare and submit Amended Draft TM #3 for review to the City and APM simultaneously with Amended Draft TM #3, Appendix A. Amended Draft TM #3 must include narrative and graphics for the following sections: traffic operations (narrative only), crash analysis, bicycle, and pedestrian. The City and APM will review new text (shown in track changes format). City will provide one (1) consolidated, non-conflicting set of comments in a Comment Log within one (1) week of APM's acceptance of the deliverable.

Task 5.11 Amended TM #3 Comment Log
Consultant shall prepare and submit Comment Log, responding to each comment received on the Technical Memorandum to the City and APM within one (1) week of receiving one set of consolidated, non-conflicting comments from City.

Task 5.12 Amended Final TM #3 Current System Operations
Within one (1) week of receiving comments from City, Consultant shall revise Amended Draft TM #3 and submit Amended Final TM #3 to the City and APM.

Task 5 - Consultant Deliverables
- Amended Draft TM #3, Appendix A
- Amended TM #3, Appendix A Comment Log
- Amended Final TM #3, Appendix A
- Amended Draft TM #3 Current System Operations.
- Amended TM #3 Comment Log
- Amended Final TM #3 Current System Operations.

Task 6 AMEND FUTURE BASELINE (NO BUILD)
Consultant shall amend TM #4 to describe the future baseline (no-build) traffic volume forecasts and analyze operations for five (5) newly collected intersections. Consultant shall include all fiscally-constrained projects listed in the City Capital Improvement Plan ("CIP"), STIP and 2006 TSP. All data must be presented in tabular and mapped formats and include a narrative.

The future (2040) land use and demographic data contained within ODOT's Roseburg travel demand model will serve as the basis for this study. It is assumed that the travel demand model future land use reflects the land use forecast from IAMP 124/125 (most recent planning work). Amended TM #4, Appendix A must present the agreed upon traffic volumes (graphical and narrative formats) and resulting operations (graphic format) and traffic analysis model as described below. Amended TM #4 must include the narrative and graphics for the traffic operations (narrative only).

Amend Future Transportation System Operations Analysis, (Amended TM #4, Appendix A)
Consultant shall perform traffic analysis under a no-build scenario for both automobile and non-automobile (Multi-Modal) transportation. The no-build scenarios must follow the same format as in Task

5 and contain Volume–to–Capacity (v/c) ratio, Level of Service ("LOS"), 95th percentile queues, and turning movements, shown on figures.

Future link volumes previously provided by TPAU for Final TM #4 and Final TM #4, Appendix A will be used by the Consultant.

Task 6.7 Amended Draft TM #4, Appendix A
Prior to submitting Amended Draft TM #4, Appendix A, Consultant shall obtain approval of analysis and conclusions from the TPAU, Region 3 Traffic, City and County. Consultant shall use the preceding data as described in Task 6 to prepare Amended Draft TM #4, Appendix A which must present the agreed upon traffic volumes (graphical and narrative formats) and resulting operations (graphic format) and traffic analysis model. Consultant shall submit Amended Draft TM #4, Appendix A to the City and APM for review. The City and APM will review new text (shown in track changes format). City will provide one (1) consolidated, non-conflicting set of comments in a Comment Log within one (1) week of APM's acceptance of the deliverable.

Task 6.8 Amended TM #4, Appendix A Comment Log
Consultant shall prepare and submit Comment Log, responding to each comment received on the Technical Memorandum to the City and APM within one (1) week of receiving one set of consolidated, non-conflicting comments.

Task 6.9 Amended Final TM#4, Appendix A
Within one (1) week of receiving consolidated comments from the City, Consultant shall revise Amended Draft TM #4 and submit Amended Final TM #4 to City and APM.

Task 6.10 Amended Draft TM#4
Consultant shall use all the preceding data from Task 6 to prepare and submit Amended Draft TM #4.

Amended Draft TM #4 shall include the narrative and graphics for the traffic operations (narrative only). Consultant shall submit Amended Draft TM #4 for review simultaneously with Amended Draft TM #4, Appendix A to the City and APM. The City and APM will review new text (shown in track changes format). City will provide one (1) consolidated, non-conflicting set of comments in a Comment Log within one (1) week of APM's acceptance of the deliverable.

Task 6.11 Amended TM #4 Comment Log
Consultant shall prepare and submit comment log, responding to each comment received on the Technical Memorandum to the City and APM within one (1) week of receiving one set of consolidated, non-conflicting comments from City.

Task 6.12 Amended Final TM#4
Within one (1) week of receiving consolidated comments from the City, Consultant shall revise Amended Draft TM #4 and submit Amended Final TM #4 to City and APM.

Task 6 - Consultant Deliverables
- Amended Draft TM #4, Appendix A
- Amended TM #4, Appendix A Comment Log
- Amended Final TM #4, Appendix A
- Amended Draft TM #4
- Amended TM #4 Comment Log
- Amended Final TM #4

Task C.6 PREPARE REDLINE PACKAGE FOR PAC REVIEW

Task C.6 identifies deliverables that Agency, at its discretion, may elect to authorize Consultant to produce. Consultant shall only complete Contingency Task C.6 and the identified deliverables if written (email acceptable) NTP is issued by the APM.

C6 Bulleted Summary of Redline Changes to TMs

Consultant shall prepare a bulleted summary of redline changes resulting from Amendment 2 work (addition of 5 intersections) for Tasks 5 and 6 (Technical Memoranda 3, 3A, 4 and 4A). Consultant shall provide accompanying redlined deliverables for PAC review.

C6 - Consultant Deliverables

- Bulleted Summary of Redline Changes to Tasks 5 and 6 (TMs 3, 3A, 4 and 4A) for PAC review.

d. **EXHIBIT B – COMPENSATION, Section A.3**, is deleted in its entirety and replaced with the following:

"A.3 TOTAL NOT-TO-EXCEED (NTE) AMOUNT

	Compensation Summary Table	Amount
1. CPFF NTE Amount (not including Fixed-Fee or contingencies)	NTE Amount for allowable costs of non-contingency Services in this Contract.	N/A
2. Fixed-Fee Amount	Total of Fixed-Fee amount(s) (for CPFF only)	N/A
3. Fixed Price Amount	Total of Fixed Price amount(s)	$260,655.51
4. T&M NTE Amount	Total for any non-contingency Services Phase 1 Total for any non-contingency Services Phase 2	N/A
5. Price Per Unit NTE Amount	Total NTE for Price Per Unit Costs	N/A
6.	**Total Non-Contingency Amount:**	$260,655.51
7.	**Total for Contingency Tasks (if any) per Exhibit A, Section F:**	$59,404.19
	TOTAL NTE (line 6 plus lines 7 and 8) This amount includes all direct and indirect costs, profit, Fixed Fee amount (if any) and contingency task costs (if any).	**$320,059.70**

3. Except as expressly amended above, or as previously amended, all other terms and conditions of the original Contract and any previous amendments are still in full force and effect.

Certification:

A. **Any individual signing on behalf of Consultant hereby certifies under penalty of perjury:**

(1) Consultant has provided its correct tax identification number to Agency;

(2) Consultant is not subject to backup withholding because (i) Consultant is exempt from backup withholding, (ii) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; and

(3) S/he is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of her/his knowledge, Consultant is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.657; and local taxes administered by the Department of Revenue under ORS 305.620.

B. Any individual signing on behalf of Consultant hereby certifies they are authorized to sign this Amendment and that:

(1) The representations, warranties and certifications contained in the Contract are true and correct as of the effective date of this Amendment, and with the same effect as though made at the time of this Amendment.

(2) (a) Consultant and its Associates are in compliance with and have no disclosures required per the ODOT Conflict of Interest Guidelines (available at the following Internet address: http://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx), or (b) Consultant has made all required disclosures per the ODOT Conflict of Interest Guidelines and, if determined necessary by Agency, a mitigation plan has been approved by Agency.

(3) In the event that Consultant is a general partnership or joint venture, that Consultant's signature(s) below constitutes certifications to the statements in A and B above pertaining to the partnership or joint venture, as well as certifications of the statements in A and B above as to any general partner or joint venturer signing below.

No Payment shall be made for Services required under this Amendment that are performed before the Amendment effective date and a Notice-To-Proceed has been issued by Agency.

CONSULTANT

By: _____ Title: Associate Date: 5/17/18

DOJ REVIEW: Not required per OAR 137-045-0050(2)

ODOT (Procurement Authority)

Signature	Print Name	Date
_____	_____	_____

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A. **Any individual signing on behalf of Consultant hereby certifies under penalty of perjury:**

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CONSULTANT

By: _____ Title: _____ Date: _____

DOJ REVIEW: Not required per OAR 137-045-0050(2)

ODOT (Procurement Authority)

Jody K. Owens

Digitally signed by Jody K. Owens
Date: 2018.05.16 10:03:45 -07'00'

Signature | Print Name | Date