

Contract Review Sheet

A&E Standard Prof Svcs Agmnt

PW-3425-20 - Am4

Title: A&E services for the North Fork Slide Stabilization project

Contractor's Name: Dowl LLC

Department: Public Works Department Contact: Alicia Jones

Analyst: Kathleen George Phone #: -4388

Term - Date From: Execution Expires: December 31, 2028

Original Contract Amount: \$ 802,562.92 Previous Amendments Amount: \$ 379,449.88

Current Amendment: \$ 615,162.04 New Contract Total: \$ 1,797,174.84 Amd% 124%

Outgoing Funds ☒ Federal Funds ☐ Reinstatement ☐ Retroactive ☒ Amendment greater than 25%

Source Selection Method: 30-0220 Formal Selection A&E

Description of Services or Grant Award

A&E services contract for preliminary engineering and design of a project to mitigate three slide areas on approximately .6 miles North Fork Road near mile post 5.

Amendment 1 adds additional subsurface field exploration work and ROW work, and adds \$19,971.52 to cover the additional work.

Amendment 2 extends the contract through July 31, 2025, restructures the existing Preliminary Engineering and Construction Engineering tasks, adds the Final Design tasks and deliverables, and adds \$370,316.36 to the NTE amount of the contract.

Amendment 3 updates Exhibit A - Statement of Work to include a Biological Assessment (BA) for Endangered Species Act (ESA) Compliance, and adds \$9,133.52 to non-contingency services for a new NTE amount of \$1,182,012.80.

Amendment 4 adds \$615,162.04 for the required phase 2 construction related work to the contract.

Desired BOC Session Date: 5/7/2025 Contract should be in DocuSign by: 4/16/2025

Agenda Planning Date 4/24/2025 Printed packets due in Finance: 4/22/2025

Management Update 4/22/2025 BOC upload / Board Session email: 4/23/2025

BOC Session Presenter(s) Ryan Crowther Code: Y

REQUIRED APPROVALS

<div>DocuSigned by:</div> <div></div> <div>4/22/2025</div> <div>Finance - Contracts</div> <div>Date</div>	<div>Signed by:</div> <div></div> <div>4/28/2025</div> <div>Contract Specialist</div> <div>Date</div>
<div>Signed by:</div> <div></div> <div>4/23/2025</div> <div>Legal Counsel</div> <div>Date</div>	<div>DocuSigned by:</div> <div></div> <div>4/28/2025</div> <div>Chief Administrative Officer</div> <div>Date</div>



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: May 7, 2025Department: Public Works

Title:

N. Fork Slide Stabilization: A&E Contract Amendment 4, DOWL, LLC

Management Update/Work Session Date: 4/22/2025Audio/Visual aids ☐Time Required: 5 minutesContact: Ryan CrowtherPhone: 503-365-3112

Requested Action:

Approve Amendment 4 to contract PW-3425-20 with DOWL for construction engineering and construction inspection services on the North Fork Slide Remediation project scheduled for construction in 2026.

Issue, Description
& Background:

As approved by the Board on May 27, 2020, DOWL, LLC, was contracted to complete all design related (Phase 1) services for this project, including acquisition of necessary right-of-way, environmental clearances and preparation of final plans, specifications and estimate (PS&E) for bidding. Because the Capital Projects Section will not have the staffing capability to accommodate the construction related (Phase 2) services for this project, DOWL's contract is being amended to add the required construction engineering and construction inspection services. With this amendment, the Consultant will administer the construction contract and provide all required construction engineering and inspection services on behalf of the County.

Financial Impacts:

The total not-to-exceed cost of this Contract Amendment No. 4 is \$615,162.04, including \$57,719.00 in contingency tasks, which increases the total contract value to \$1,797,174.84. This Project is federally funded: Federal funds for this amendment are estimated to be \$551,984.90 with an estimated County match of \$63,177.14.

Impacts to Department
& External Agencies:

There are no impacts to external agencies, but this project will benefit the public at large.

List of attachments:

Contract PW-3425-20 Amendment 4

Presenter:

Ryan Crowther

Department Head
Signature:

Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2025.04.08 08:41:33 -07'00'

**AMENDMENT NO. 4 TO
CONTRACT NO. PW-3425-20
PROJECT TITLE: NORTH FORK ROAD SLIDE STABILIZATION**

1. This is Amendment No. 4 to Contract No. PW-3425-20 (as amended from time to time) between the Marion County, hereafter called "County", and DOWL, LLC, which the Parties agree is synonymous with the defined term "Contractor" or "Consultant" as referenced in the Contract.

2. Amendment Information Table:

Project Title: North Fork Road Slide Stabilization	County Project Number: 104678
Project Location: Eastern Marion County	Associated RFP Number: PW645-19

3. Except as expressly revised in this Amendment, or as previously amended, all other terms and conditions of the original Contract and any previous amendments remain in full force and effect.
4. The Parties agree that Phase 1 Services, Final Design (PS&E), shall terminate upon County's award of the construction contract.

5. The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~striketrough~~):

- a. Under **Terms and Conditions, Contract Effective Date and Term**, modify the last sentence as follows:

Unless otherwise amended or terminated, this Contract shall expire ~~July 31, 2025~~ December 31, 2028.

- b. Under **Exhibit A - Statement of Work**, subsection **B(1), Standards**, add the following paragraph:

b. Construction phase Services - Consultant shall complete Construction Engineering, Inspection and Construction Contract Administration ("CEI/CA") Services in accordance with ODOT's Construction Manual, the Manual of Field Test Procedures and the ODOT Inspectors Manual. All Inspection work must be performed by ODOT-certified Inspectors as required by ODOT's Inspection Quality Assurance Program ("IQAP"). Consultant's qualified staff shall diligently monitor the work of the construction contractor in order to determine whether the project is constructed in compliance with the construction contract documents and any applicable current standards and County manuals. Consultant shall immediately advise County of any construction which Consultant knows, or with the exercise of professional care should know, fails to conform to the Federal, County or State standards applicable to construction of the project.

- c. **Exhibit A.1 - Statement of Work and Delivery Schedule for Construction Contract Administration and Construction Engineering & Inspection (CA/CEI)** is hereby added to the Contract for Phase 2 Services.

- d. Under **Exhibit B - Compensation**, subsection **A(1) Time and Materials with Not-To-Exceed (T&M)**, replace the last sentence with the following:

The dollar amount for Phase 1 non-contingency Services is: \$1,117,892.43. The dollar amount for Phase 2 non-contingency Services is: \$557,443.04.

- e. Under Exhibit B - Compensation, subsection L. Breakdown of Costs (BOC), Replace the last paragraph with the following:

The final BOC's for the original Contract (dated April 17, 2020), for Amendment 1 (dated September 17, 2020), for Amendment 2 (dated May 19, 2022), for Amendment 3 (dated

December 16, 2022), and for Amendment 4 (dated March 27, 2025) are not physically attached but are incorporated into this Contract by this reference with the same force and affect as though fully set forth herein.

6. Amendment Compensation Table:

1. Prior total not-to-exceed ("NTE") amount for this Contract (including any previous amendments and contingency amounts)		\$1,182,012.80
2. Amount for T&M	NTE Amount for allowable costs of non-contingency Services added by this Amendment.	\$557,443.04
3. Amount for Fixed-Fee	Total of Fixed-Fee amount (for CPFF only) for non-contingency Services added by this Amendment.	N/A
4. Fixed Price amount	Total of Fixed Price amount(s) for non-contingency Services added by this Amendment.	N/A
5. Total non-contingency amount added by this Amendment (lines 2 through 4):		\$557,443.04
6. Total NTE for contingency tasks, if any, included in this Amendment:		\$57,719.00
7. Credits for deleted contingency and non-contingency tasks, if any		
Total Credits		
8. Net Amount of this Amendment (line 5 plus line 6, less any credits in line 7): This amount includes all costs; profit; Fixed-Fee amount (if any); and contingency tasks (if any), each of which must be separately authorized by County.		\$615,162.04

9. TOTAL NTE AMOUNT of Contract revised to include this Amendment (line 1 plus line 8):	\$1,797,174.84
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CONSULTANT CERTIFICATIONS

A. Any individual (the undersigned) signing on behalf of Consultant hereby certifies under penalty of perjury:

- (1) Consultant has provided its correct TIN to County;
- (2) Consultant is not subject to backup withholding because (a) Consultant is exempt from backup withholding, (b) 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 (c) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; and
- (3) The undersigned is authorized to act on behalf of Consultant, the undersigned has authority and knowledge regarding Consultant's payment of taxes, and to the best of the undersigned's

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; and local taxes administered by the Department of Revenue under ORS 305.620.

B. Any individual signing (the undersigned) on behalf of Consultant hereby certifies the undersigned is authorized to sign this Amendment and that:

- (1) Consultant has read this Amendment, understands it, and agrees to be bound by its terms and conditions.**
- (2) Consultant understands and agrees that various documents are not physically attached, but are incorporated by reference and have the same force and effect as if fully set forth herein.**
- (3) Consultant understands and has provided to all Associates the COI Disclosure Form available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>. Consultant and (to the best of the undersigned's information, knowledge and belief) Consultant's Associates are in compliance with the disclosure requirements of the COI Disclosure Form and have no conflicts of interest to disclose. If disclosures regarding this Amendment or the related Project are required per the COI Disclosure Form, Consultant has made such disclosures to County on a properly prepared and submitted form and, if determined necessary by County, a mitigation plan has been approved by County.**
- (4) (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.**
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, the undersigned shall complete and submit [Standard Form-LLL, "Disclosure Form to Report Lobbying,"](#) in accordance with its instructions.
(c) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
(d) Consultant shall require that the language of this certification be included in all subcontracts in excess of \$100,000 at all tiers and that all such subcontractors shall certify and disclose accordingly.
- (5) Consultant is an independent contractor as defined in ORS 670.600 and as described in [IRS Publication 1779](#).**
- (6) In the event that Consultant is a general partnership or joint venture, Consultant signature(s) on this Amendment constitutes certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.**

This Amendment shall not become effective and no Payment shall be made for Services that are performed before all necessary governmental approvals have been obtained, the Amendment is fully executed, and Notice-To-Proceed has been issued by County.

Counterparts: The Amendment may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Amendment so executed shall constitute an original.

CONSULTANT SIGNATURE(s):

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

**MARION COUNTY SIGNATURES
BOARD OF COMISSIONERS:**

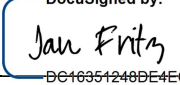
Chair _____ Date _____

Commissioner _____ Date _____

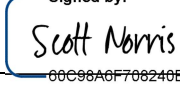
Commissioner _____ Date _____

Authorized Signature:  _____ Date: 4/22/2025
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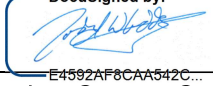
Department Director or designee _____ Date _____

Authorized Signature:  _____ Date: 4/28/2025
DocuSigned by: DC16351248DE4EC...

Chief Administrative Officer _____ Date _____

Reviewed by Signature:  _____ Date: 4/23/2025
Signed by: 00C98A6F708240B...

Marion County Legal Counsel _____ Date _____

Reviewed by Signature:  _____ Date: 4/22/2025
DocuSigned by: E4592AF8CAA542C...

Marion County Contracts & Procurement _____ Date _____

CONTINGENCY TASKS

The table below is a summary of contingency tasks that County, at its discretion, may authorize Consultant to perform. Details of the contingency tasks and associated deliverables are stated in the Task section of the Statement of Work. Consultant shall complete only the specific contingency task(s) identified and authorized via written (e-mail acceptable) Notice-to-Proceed ("NTP") issued by County's Project Manager. If requested by County, Consultant shall submit a detailed cost estimate for the agreed-to contingency Services (up to the NTE amount(s) in the Contingency Task Summary Table) within the scope of the contingency task.

If County chooses to authorize some or all of these tasks, Consultant shall complete the authorized tasks and deliverables per the schedule identified for each task. The NTP will include the contingency task name and number, agreed-to due date for completion and NTE amount for the authorized contingency task.

Each contingency task is only billable (up to the NTE amount identified for the task) if specifically authorized per NTP. In the table below, the "NTE for Each" amount for a contingency task includes all labor, overhead, profit, and expenses for the task. The funds budgeted for contingency tasks may not be applied to non-contingency tasks without an amendment to the Contract. The total amount for all contingency tasks authorized shall not exceed the maximum identified in the table below. Each authorized contingency task must be billed as a separate line item on Consultant's invoice.

Contingency Task Summary Table

Contingency Task Description	NTE for Each	Max Quantity	Method of Comp.	Total NTE Amount
Task CE-2.9 Design Modifications	\$ 17,808.28	1	T&M	\$ 17,808.28
Task CE-2.10 Claim(s) Support	\$ 13,107.18	1	T&M	\$ 13,107.18
Task CE-4.1 Coordination, Calculations and Quality Assurance (QA) of Construction Contractor's Survey Work	\$ 26,803.54	1	T&M	\$ 26,803.54
Total for contingency tasks:				\$ 57,719.00

Exhibit A.1

Statement of Work and Delivery Schedule for Construction Contract Administration and Construction Engineering & Inspection ("CA/CEI")

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A. PROJECT DESCRIPTION AND OVERVIEW OF SERVICES

This statement of work for CA/CEI Services (CA/CEI SOW) describes the Construction Engineering (CE) Tasks required for the contract. The delivery schedule is provided in the “Deliverables and Schedule” section of each task.

The CA/CEI Services will culminate when County issues Final Acceptance of the Project and Consultant has completed all tasks and provided all deliverables as required.

Notes:

- Reference to “Contract” in this CA/CEI SOW is applicable if this is a Contract or Contract Amendment.
- Tasks/subtasks labeled as “Contingency Task” require written authorization from CPM. See detailed requirements in Section F of this SOW.

Background

The background for the Project is unchanged.

Phases of Services

The Services are divided into the following phases (as per Amendment 2):

- Phase 1 - Preliminary Engineering through Final Design (PS&E)
- Phase 2 - Construction Contract Administration, Construction Engineering and Inspection (CA/CEI)

Definitions and Acronyms

DEFINED TERMS	
Acceptance	In this CA/CEI SOW, “Acceptance” or “Accept” means that County has reviewed the deliverable(s) submitted by Consultant and finds the deliverable(s) submitted in reasonable compliance with applicable requirements. County Acceptance does not release Consultant from liabilities due to any Errors or Omissions with respect to Consultant’s Services and deliverables.
Standard Specifications	General Conditions for Construction for Marion County published by the County and the “2024 Oregon Standard Specifications for Construction”, Parts 00200 through 03000, “Technical Specifications”, current edition, published by the Oregon

Department of Transportation and as amended by the County.
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ACRONYMS			
CA	Contract Administrator	ODOT	Oregon Department of Transportation
CA/CEI	Contract Administration, Construction Engineering and Inspection	OFW	Order for Force Work
CC	Construction Contractor	OJT	On-the-Job Training
CCO	Contract Change Order	ORS	Oregon Revised Statutes
CE	Construction Engineering	OSSC	Oregon Standard Specifications for Construction
CPM	County's Project Manager for CA/CEI Phase	PM	Consultant's Project Manager for CA/CEI Phase
EEO	Equal Employment Opportunity	POR	Professional of Record
EWO	Extra Work Order	PS&E	Plans, Specifications and Estimates
FHWA	Federal Highway Administration	QA	Quality Assurance
FIR	Field Inspection Report	QAC	Quality Assurance Coordinator
IA	Independent Assurance	QA/CA Plan	Quality Assurance & Contract Administration Plan (Form #734-5033)
IGA	Intergovernmental Agreement	QC	Quality Control
IQAP	Inspection Quality Assurance Program	QCCS	Quality Control Compliance Specialist
NTE	Not to Exceed	RFI	Request for Information
NTP	Notice to Proceed	SOW	Statement of Work
		WFLHD	Western Federal Lands Highway Division

B. STANDARDS and GENERAL REQUIREMENTS

1. Standards applicable to CA/CEI Services

Consultant shall perform all Services in accordance with the professional standard of care set forth in the Contract.

Consultant shall complete the CA/CEI Services in accordance with the Contract, [ODOT Construction Manual](#), the [Quality Control Compliance Specialist \("QCCS"\) Handbook](#), the [Manual of Field Test Procedures](#), the [ODOT Inspector's Manual](#).

The standards, manuals, directives, and other procedural guidance identified are not exhaustive and may not include all applicable standards for a given project. Consultant shall be responsible for determining all applicable practices and standards to be used in performing Professional Services and Related Services. Consultant shall inform and demonstrate to County if standards, directives, or practices required by County in performance of the work are insufficient, in conflict with applicable standards, or otherwise create a problem for the design or construction. Should the requirements of any reference, standard, manual or policy referenced conflict with another, Consultant shall request County in writing to resolve the conflict.

ADA Compliance - Assessment, Design, Inspection. The Services under this Contract do not include **assessment or design (or both)** for curb ramps, sidewalks, or pedestrian-activated signals (new, modifications or upgrades).

Unless otherwise specified in a Contract, the most current version of applicable standards, manuals, directives and other procedural guidance shall apply. Unless otherwise specified, the system of measurement and language used in all deliverables will be English.

2. General Requirements

As required in **ORS 672.002 to 672.325**, Consultant shall provide appropriate supervision and control with a licensed Professional Engineer in responsible charge of the CA/CEI Services.

All Inspection work must be performed by ODOT-certified Inspectors as required by ODOT's Inspection Quality Assurance Program ("IQAP"). Consultant's ODOT-certified Inspectors shall diligently monitor the work of the Construction Contractor ("CC") in order to determine whether the Project is constructed in compliance with the construction contract documents and any applicable current standards and County manuals or procedures, including but not limited to those listed in the Contract. All Quality Control ("QC") monitoring tasks must be performed by individual(s) certified by ODOT's Technician Certification Program.

Consultant shall immediately advise County of any construction or planned construction which fails to conform to the construction contract requirements applicable to the Project. Consultant shall also immediately advise County of any design errors or deficiencies or other problems that could have a negative impact on the Project construction schedule or construction cost. In addition, Consultant shall immediately advise County of any construction which Consultant knows, or with the exercise of professional care should know, fails to conform to the federal or state standards applicable to construction of the project.

3. Communication

Communication is an important element to the successful completion of the Project and CA/CEI Services. All communication and deliverables covered under this CA/CEI SOW shall be directed to the CPM (or such other individual as designated in writing to Consultant). In addition, Consultant shall submit deliverables specific to the administration of the construction contract, excluding claims to the CPM for construction, as described within the ODOT Construction Manual. To the extent possible, all transmittals from Consultant to County must include the Project name and the County project number. For submittals, Consultant shall comply with naming conventions, and other instructions as specified by the CPM.

The CC for the Project will be determined through the competitive bidding or proposal process. When the CC has been determined, Consultant shall establish appropriate contacts with that firm prior to the Pre-Construction Conference.

4. Roles and Responsibilities

County

The CPM is County's primary point of contact for Consultant. The CPM has the authority to review and accept, or recommend Acceptance of, all Consultant deliverables. The CPM may distribute deliverables to appropriate County personnel for review and approval.

County has overall authority in scope, schedule, and budget of the Project. All construction Change Orders [Contract Change Orders ("CCO"), Extra Work Orders ("EWO") and Orders for Force Work (OFW)] prepared by Consultant will be delivered to the County thorough the CPM and are subject to County review and approval prior to implementation by the CC. Authority to approve all CCOs shall be by County.

County is responsible for the following:

- Execution of Intergovernmental Agreements ("IGAs") related to the Project
- Attend Pre-Construction Conference

- Contracting for material verification sampling and testing
- Concrete and Asphalt mix design review
- Providing access to construction related forms referenced in this CA/CEI SOW, ODOT's construction forms website, and hardcopy forms as needed
- Approving construction CCOs, EWOs and OFWs
- Approving requests for overrun or increase in Project authorization
- All contact with Federal Highway Administration ("FHWA") or other federal agencies
- Reviewing and processing monthly pay estimates for construction contract
- Final Project Acceptance
- Providing access to County-owned Right of Way ("ROW") and easements
- Performing periodic quality, quantity and labor compliance documentation reviews
- Inspecting Project specific fabricated items
- Final project acceptance

Consultant:

Unless specifically stated otherwise in a particular task, Consultant shall provide all labor, equipment and materials to manage, coordinate and complete all tasks and provide all deliverables as set forth in this CA/CEI SOW (collectively, the "CA/CEI Services") in accordance with the delivery schedules identified.

- Changes to Consultant's Project Manager are subject to County approval and will require written notice to County prior to the change.
- If Consultant is performing the Construction Inspection, Quality Control Manager and Quality Control Compliance Specialist functions, then Consultant's Key Persons (as identified on the approved QA/CA Plan) may not be substituted or replaced unless approved in writing by County.
- Consultant is not responsible for the means, methods, operating procedures or safety precautions of any CC or other entity.

Consultant is responsible for the following:

- Providing survey package to County and CC
- Attend Project meetings when requested by County
- Review and comment on progress submittals
- Coordination with County and WFLHD related to performing environmental compliance inspection
- Assist County with public outreach on the Project
- Design modifications, as required

C. REVIEW, COMMENT and SCHEDULE REQUIREMENTS

Consultant shall complete all CA/CEI tasks and deliverables in a timely manner to avoid unnecessary delays in the construction Project. Consultant shall provide written notice to County at the first sign of delays caused by County, Consultant, CC, or any other entity that may delay completion of the Project or otherwise have a negative impact on the construction schedule.

- Consultant shall notify CPM immediately (within 2 business days) upon discovery of any changes in the Project that may impact scope, schedule, or budget of the Project or CA/CEI Services.
- Consultant shall submit to County all construction contract administration deliverables, excluding claims. Consultant shall submit all deliverables to CPM or designee unless otherwise stated in specific tasks.

- All deliverables are considered draft until reviewed and accepted by County. County will return comments on deliverables within 5 business days of receipt. Consultant shall make revisions to address County comments and submit revised deliverable(s) to CPM within 3 business days of receipt of County review comments, unless a different timeframe is stated in specific tasks or otherwise agreed to in writing by County. If no revisions are necessary, the submittal will be considered final.

D. FORMAT REQUIREMENTS

- Deliverables shall be submitted to County in the format described in the ODOT Construction Manual and individual tasks. Following NTP, Consultant shall submit all construction contract deliverables, excluding claims, to the CPM as described within the ODOT Construction Manual. Claims must be submitted according to Section 00199 of the County's general conditions.
- The time zone is Pacific Standard Time (PST) to determine time of receipt of notices and other documents. Non-business days are Saturdays, Sundays and legal holidays as defined by ORS 187.010 and 187.020. If received on a non-business day, or after 5:00 p.m. PST on a business day, it shall be considered as received at 8:00 a.m. PST on the next business day.
- **County and ODOT Forms** - Consultant shall use County Forms supplied by the CPM. Utilize ODOT forms where required. ODOT Construction related forms referenced in this CA/CEI SOW are available online at:
<https://www.oregon.gov/ODOT/Construction/Pages/Forms.aspx>
- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., Word, Excel, MS Project, etc.) and must be fully compatible with version used by County.
- Additional format requirements may be listed with specific tasks or deliverables throughout the CA/CEI SOW or in the Contract.

E.1 TASKS, DELIVERABLES and SCHEDULE

Task Numbering: For purposes of standardization, task numbers in this SOW may be non-sequential due to deletion of unneeded tasks from County's CA/CEI SOW template. For convenience to the reader, the task numbering for the CA/CEI phase will use the standard task number prefaced with "CE" (CE-1, CE-2).

TASK CE-1 PROJECT MANAGEMENT OF CA/CEI SERVICES

This activity is continuous throughout the duration of these CA/CEI Services. Consultant shall guide and direct the CA/CEI Services and Consultant's team in conformance with all applicable requirements of the CA/CEI Services and the Project's goals and objectives. Consultant shall monitor progress of the Project and CA/CEI Services.

Task CE-1.1 Coordination

Consultant shall provide leadership, direction, and control of these CA/CEI Services to the subconsultant team.

Consultant shall:

- Direct Consultant's team regarding overall CA/CEI activities and team meetings.
- Maintain liaison, communication and coordination between Consultant and subconsultant staff, CPM, if applicable, CC and County staff to facilitate timely, efficient operations for all involved.

Deliverables and Schedule:

- On-going coordination and communication as needed to appropriately manage the CA/CEI Services (no tangible deliverables for this task).

Task CE-1.2 Status Reports and Invoices

Consultant shall prepare up to 14 Monthly Status Reports throughout the duration of the CA/CEI Services which is through 3rd notice. See Section E.2, Project Schedule.

The Monthly Status Report must:

- Describe the previous month's Consultant activities. For T&M method of compensation, the staffing used must be identified in the invoice backup documentation.
- Describe the planned activities for the next month.
- Identify any issues or concerns that may affect the CA/CEI Services and budget or the Project schedule and Project budget.

If the construction Project schedule milestones are significantly revised, Consultant shall attach the updated Project schedule and submit with the Monthly Status Report. Consultant shall submit the Monthly Status Reports to CPM with the monthly Consultant invoice.

Deliverables and Schedule:

- Monthly Status Report - Submitted to CPM with the monthly invoice no later than the 5th calendar day of the month following the reporting month.

TASK CE-2 CONSTRUCTION CONTRACT ADMINISTRATION/CONSTRUCTION ENGINEERING and INSPECTION (CA/CEI)

Consultant shall support the Project's needs by providing CA/CEI Services required for the County to certify, at Second Notification and Third Notification that the Project was completed according to the Plans and Specifications for the Project. Consultant shall engage the Professional of Record ("POR") as required to provide engineering Services required to administer design changes that may become necessary during the construction phase of the work.

Task CE-2.1 Pre-Construction Conference

Consultant shall prepare for and lead the Pre-Construction Conference referenced in the Specifications in 00180.42, and the ODOT Construction Manual, Chapter 11 - Before On-Site Work Begins. Attendees will include the Consultant, CC, CPM, WFLHD staff, permitting agencies, utility representatives, local officials and others as may be appropriate to discuss the construction schedule, utility involvement, permit concerns, required documentation submittals, materials, and other items relevant to the construction of the Project.

CPM will consult with the CC, and the Consultant to determine participants and schedule the Pre-Construction Conference at an agreed upon time and place.

Consultant shall:

- Lead, record, facilitate and participate in Pre-Construction Conference.
- Schedule the Pre-Construction Conference in cooperation with CC, CPM, utilities and applicable WFLHD staff.
- Prepare and distribute the Pre-Construction Conference agenda and minutes.

Task CE-2.2 Cooperative Arrangement (Partnering) (RESERVED)

Task CE-2.3 Quality Assurance & Contract Administration Plan

Consultant shall prepare a Quality Assurance & Contract Administration Plan ("QA/CA Plan") for the CA/CEI Services for the Project, using ODOT form 734-2857 (as may be amended from time to time by

ODOT) which is available electronically on the following website:
<https://www.oregon.gov/ODOT/Construction/Pages/Forms.aspx>.

The QA/CA Plan must identify Consultant's certified quality assurance and construction inspection personnel and the personnel responsible for each of the major construction-related tasks identified in this CA/CEI SOW.

Consultant shall submit a draft QA/CA Plan (electronically via email) to the CPM for review and comment. County will review the draft QA/CA Plan and return any comments to Consultant within 5 business days. Consultant shall respond to County comments and revise the draft QA/CA Plan as necessary.

Consultant shall prepare the final QA/CA Plan making all required revisions per the County draft review comments. County will issue approval or return any additional comments to Consultant within 5 business days of receipt of the final QA/CA Plan. If necessary, Consultant shall revise the final QA/CA Plan to address County's additional comments.

Consultant shall make any necessary updates to the QA/CA Plan as work progresses and submit the updated QA/CA Plan to the CPM for review and approval.

Deliverables and Schedule:

- Draft QA/CA Plan (form 734-2857) - Submit to CPM no later than 5 business days following the date of NTP for CA/CEI phase.
- Final QA/CA Plan (form 734-2857) - Submit to CPM within 5 business days of receiving County comments on draft QA/CA Plan.
- Updated QA/CA Plan (form 734-2857) - Submit to CPM within 5 business days of changes that require the update.

Task CE-2.4 Construction Contract Administration

County shall perform all Labor Compliance monitoring and review all Contractor's Request for Subcontract Consent forms (form 734-1964). Consultant shall perform day to day administration of the construction contract which include administration tasks as outlined in the ODOT Construction Manual, the Manual of Field Test Procedures, the Nonfield-Tested Materials Acceptance Guide, the ODOT Inspector's Manual, QCCS Handbook, Qualified Products List ("QPL"), the Contract Plans and Specifications, and this CA/CEI SOW.

Consultant shall assist County to prepare for up to two periodic reviews on all Project quality and quantity documentation. The reviews will be performed by the County. Consultant shall resolve all documentation deficiencies noted during the periodic reviews prior to the next scheduled review.

In addition to any other requirements identified in the reference standards identified above, Consultant shall:

- When requested prepare up to ten CCO, EWO, OFW as outlined in the ODOT Construction Manual, Chapter 15 - Change Orders, Force Account, Work by Other Forces, and Chapter 12G - Extra Work Performed on a Force Account Basis. Change Orders may include, but are not limited to, modification to the plans, specifications, and contract time. Consultant may be liable for payment of the cost for any CCOs, EWOs and OFWs authorized without obtaining prior review and approval by County. Only the County has the authority to approve and authorize changes to the construction contract including CCOs, EWOs, or OFWs.
- Issue First Notification when on-site construction work begins.
- Monitor and evaluate the construction schedule and determine whether the CC is proceeding in a manner that will result in timely Project completion in conformance with the

construction contract documents. If the CC is not proceeding in this manner, document the delay, consult with the CPM and determine and pursue the appropriate action.

Deliverables and Schedule:

- Resolve any documentation deficiencies, as noted during County reviews. Deficiencies -must be resolved prior to next review.
- First Notification (ODOT form 734-3233) - Issue when on-site construction work begins. Submit 1 electronic copy to CPM within 5 calendar days of notice.
- Draft CCO, EWO, OFW documents with supporting documents (cost estimate and justification) - Submit to CPM prior to date needed to start the work.

Task CE-2.5 Monthly Preliminary Progress Estimates

Consultant shall prepare all source documents as “paynotes” for the monthly progress estimate and provide them to the County for entry into the County’s contract payment system for CC’s work performed through the last working day of the pay period. (Refer to the ODOT Construction Manual Chapter 12D - Quantities).

After all paynotes are entered, County will generate the Preliminary Progress Payment Report and provide it to Consultant for review with the CC for concurrence on quantities being paid for the previous month’s work.

Deliverables and Schedule:

- Following each month in which CC’s work was performed, submit all source documents (“paynotes”), in electronic .pdf format, as necessary for each monthly Progress Estimate for County review by the Monday following the Thursday established at the pre-construction conference for the close of the pay period.

Task CE-2.6 Project Progress Meetings

Consultant shall conduct periodic Project Progress Meetings with the CC, County, and others as needed, including but not limited to, CPM, permitting agencies, and local officials if required. The Project Progress Meetings are intended to promote Project progress, proper communications, effective working relationships and timely issue resolution.

Consultant shall also conduct additional activity-specific technical kick-off meetings for various activities required by the construction contract. These activities may include, but are not limited to:

- Survey
- Shear Key Excavation Start
- Shear Key Excavation Completion
- Asphalt Concrete Pavement

Consultant shall:

- Schedule, conduct and participate in Project Progress Meetings as needed, or as agreed to by CPM. Project Progress Meetings are recommended to be held weekly during active construction periods but may be held less frequently during periods of low construction activity.
- Prepare Project Progress Meeting agendas and inform attendees.
- Record and distribute Project Progress Meeting minutes.

ASSUMPTIONS FOR BUDGETING PURPOSES: Project Progress Meetings are assumed to be weekly (during active construction) with no more than three Consultant staff attending and (26) meetings are assumed, see Section E.2 Project Schedule.

Deliverables and Schedule:

- Project Progress Meeting agendas - 1 electronic copy to each meeting attendee and CPM, 2 business days prior to scheduled meeting.
- Conduct and participation at Project Progress Meetings.
- Project Progress Meeting minutes - 1 electronic copy to each meeting attendee and CPM, within 5 business days after the meeting.
- Request to cancel Project Progress Meetings based on inactive construction period - Submit written request electronically to CPM at least 2 business days prior to scheduled meeting.

Task CE-2.7 Working Drawings, Shop Drawings, and other Submittal Reviews

County will coordinate and review construction Working Drawings, shop drawings, and other submittals submitted electronically by the CC. Consultant shall assist County with review of specific drawings and submittals when requested. When electronic Working Drawings, shop drawings, and other submittals are received, according to 00150.35(c)(2), 00150.37, & 00170.07 when requested Consultant shall ensure the review is complete and the Working Drawings, shop drawings, and other submittals are returned to the County within the timeframes specified in the construction contract. Consultant shall log in the submittal when it arrives, track the submittal to ensure timely response, and log out the reviewed submittal when it is returned to the County. Consultant shall conduct submittal review in accordance with the Specifications in 00150.35, 00150.37, and the ODOT Construction Manual, Chapter 16 - Working Drawings and Submittals.

Consultant shall:

- Maintain as-submitted copy in the Project files
- Review specific drawings and submittals when requested by the County. Consultant shall review and prepare mark-up/comment copies of the Working Drawings, shop drawings, and other submittals. Stamped Drawings must be signed and dated by the POR and marked as either RV = Reviewed, or RVC = Reviewed with Comment. Unstamped Drawings shall be marked as either AP = Approved, AX = Approved as Noted, RC = Returned for Correction, or R= Rejected. All reviews will identify the individual making comment and be date marked.
- Include construction contract number on all Working Drawings, shop drawings, and other submittals.

Consultant shall review the following submittals as required using the guidelines in ODOT's Construction Manual, Chapter 16 - Working Drawings and Submittals, and the Specifications in 00150.35, 00150.37, & 00170.07:

- Traffic Control Plans
- Erosion Control Plans
- Pollution Control Plans
- Construction baseline schedule
- Aggregate Source
- Health and Safety Plan
- List of Material and Service Suppliers
- Asphalt Concrete Pavement Mix Design(s)
- Lump Sum Payment Proposal
- Water Quality Swale
- Manufactured items (Guardrail materials, etc.)
- Others as required by the County and construction contract specifications

Deliverables and Schedule:

- Return approved Working Drawings, shop drawings, and other submittals with comments (within time frame established in construction contract specifications):
 - 1 copy maintained in Project files

- **Electronic Submittals:**
 - Submit 1 electronic PDF mark-up/comment to the CPM as required by the construction contract.

Consultant shall also ensure notification of approved Working Drawings, shop drawings and other submittals is provided to the County when applicable.

Files Retained by Consultant:

Consultant shall maintain files of all reviewed Working Drawings, shop drawings, and other submittals according to the retention period set forth in the terms and conditions of the Contract. County may request these files at any time during the retention period. Consultant shall provide the files to County within 14 calendar days of the request.

Task CE-2.8 Consultation during Construction

Consultant shall provide consultation and technical Services regarding design issues raised during construction of the Project. Consultant shall clarify construction contract documents and provide written responses to Requests for Information (“RFIs”). The design consultation will occur only as required and may be ongoing throughout the CA/CEI Services and the Project.

Upon request of County during construction, Consultant shall:

- Clarify construction contract documents.
- Respond to field inquiries.
- Engage the services of the POR on all matters involving design changes.

NOTE: Design requests must be initiated by either County or Consultant using a Change Request Form or an RFI. A response to a RFI may also initiate a Change Request or a formal contract amendment for Consultant or CC. No work shall be conducted on a Change Request until the CPM approves the request and the appropriate Change Order document is approved. The Change Request must clearly outline Consultant’s cost, the estimated construction cost, and the cause of the change.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes up to 20 RFIs, each requiring up to 3 hours of staff time for preparation and documentation of the response. Task also assumes up to 20 hours of general coordination and consultation during construction.

Deliverables and Schedule:

- Written documentation of responses to CC or County inquiries. Submit 1 electronic copy to CPM within 2 business days of inquiry unless other delivery date is agreed to by CPM.

Task CE-2.9 Design Modifications (CONTINGENCY TASK)

If Consultant or CC determines that design modifications may be necessary, Consultant shall discuss potential changes with CPM and POR prior to verbally agreeing on changes with CC or preparing the appropriate Change Order documents, depending upon the type of work (changed work, extra work, or force account work). Upon request of the CPM, Consultant shall work with the POR to prepare detailed engineering design revisions necessitated by conditions encountered during construction. These design revisions must be accompanied by the necessary Change Order documents (CCO, EWO or OFW) to make them a part of the construction contract.

Deliverables and Schedule:

- Design details for modifications (prepared or approved by the POR for appropriate changes to Project design) - Submit to CPM at date agreed to when work was requested.
- Draft CCO and EWO or OFW documents with supporting documents (cost estimate and justification) - Submit to CPM at date agreed to when work was requested.

Task CE-2.10 Claim(s) Support (CONTINGENCY TASK)

If authorized by CPM, Consultant shall provide support to County to review and respond to any and all claims submitted by the CC as specified in the Specifications in Section 00199 - Disagreements, Protests and Claims. Consultant tasks for claim(s) support may include but are not limited to:

- Prepare memoranda and supporting documentation (photo logs, inspection reports, memos, drawings, etc.) related to claims.
- Provide consultation related to claims (in person, via telephone or email).
- Attend claim resolution meetings.
- Prepare a claim decision in conformance with the requirements of the Specifications in 00199.40(a).

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than 64 hours for claim(s) support. Assume up to 1 claim submittal, each requiring 3 staff to do 2 days of preparation and attend up to 1 all-day meeting for each claim, plus Consultant Principal and PM reviews and clerical assistance.

Deliverables and Schedule:

The deliverables for claim(s) support may include but are not limited to:

- Memoranda and supporting documentation (photo logs, inspection reports, memos, drawings, etc.) related to claims
- Consultation related to claims (in person, via telephone or email)
- Attendance at claim resolution meetings
- Claim decision that satisfies the Specifications in 00199.40(a)

Task CE-2.11 Public Records Request Support (RESERVED)

TASK CE-3 CONSTRUCTION, ENVIRONMENTAL COMPLIANCE AND WORK ZONE MONITORING AND INSPECTION

Consultant shall provide on-site monitoring and inspection of construction for conformance with, and shall enforce compliance with, construction contract documents. Consultant shall coordinate and conduct on-site monitoring and inspections so they do not cause unnecessary adverse impacts to the construction schedule. On-site monitoring and inspections must occur at critical times during the construction process based on Consultant's evaluation of the CC's schedule, construction contract documents and as outlined in the ODOT Construction Manual, the Manual of Field Test Procedures and the ODOT Inspector's Manual.

Consultant shall have certified Inspector(s) on site during all critical times during the construction process. Consultant shall monitor the CC's quality control process for compliance with the construction contract requirements. All persons involved in performing inspection duties must be certified through the ODOT Inspection Quality Assurance Program ("IQAP") in the discipline for the work they will be inspecting. Consultant's Inspectors must be certified prior to commencement of any on-site work by the CC.

If circumstances occur that prevent the use of a Certified Inspector, Consultant may assign specific tasks to a non-certified individual. Refer to the IQAP for a list of limited duties that may be performed by non-certified personnel.

The following are the approved ODOT Inspector Certifications currently in place in the Inspection Quality Assurance Program:

- Certified Bridge Construction Inspector (“CBCI”)
- Certified Environmental Construction Inspector (“CECI”)
- Certified Traffic Signal Inspector (“CTSI”)
- Certified General Inspector (“CGCI”)
- Certified Asphalt Concrete Pavement Inspector (“ACP”)
- Certified Drilled Shaft Inspector (“CDSI”)
- Certified ADA Curb Ramp Inspector (“ADAI”)

Consultant shall perform work zone monitoring as required by the ODOT Construction Manual, ODOT Inspector’s Manual and the construction contract documents. Accordingly, Consultant shall monitor and enforce the following for compliance to construction contract requirements:

- Permit compliance during construction
- Temporary Traffic Control measures
- Temporary Pedestrian Access Route measures
- Erosion Control installation and maintenance
- Turbidity Monitoring In Water and Near-Water

Consultant shall monitor the CC to verify the following deliverables are completed and submitted (to the extent the deliverables are required by the construction contract documents). If the documents are not submitted to the Consultant, then the Consultant shall take appropriate action to require compliance by the CC:

- Traffic Control Inspection Reports (Form number 734-2474)
- Erosion and Sediment Control Monitoring Reports (form 734-2361)
- Turbidity Monitoring Reports (form 734-2755)

Task CE-3.1 Environmental Compliance and Mitigation Monitoring

This task involves conducting environmental inspection site visits during the construction phase of the Project, typically to document compliance with the environmental permits, including effectiveness of best management practices, avoidance and minimization measures, challenges encountered and corrective actions.

Consultant shall:

- Perform compliance and mitigation monitoring related to environmental conservation measures agreed upon with State and Federal regulatory agencies through permit conditions and as included in the construction contract.
- Conduct environmental inspections site visits to assist CC and County in maintaining compliance with issued regulatory permits and the special provisions.
- Provide documentation of the construction process relative to this environmental compliance.
- Coordinate and schedule monitoring visits coincident with activities that have significant environmental components.
- Evaluate on-site conditions and construction techniques during environmental inspection site visits to assess compliance with Project permits, the Pollution Control Plan, the Erosion and Sediment Control Plan, proposed site rehabilitation measures, and general environmental conservation measures.
- Identify deficiencies and potential permit compliance issues and provide guidance to County and CC to aid in avoiding potential regulatory County involvement or violations.
- Provide input and clarifications during construction activities to facilitate biological functioning as outlined in Project permits.

If deficiencies are noted, Consultant’s Environmental Specialist shall immediately bring the deficiency to the attention of the CC, WFLHD environmental staff and CPM and recommend a

corrective course of action to comply with environmental regulations, performance standards, and permit conditions.

Consultant shall review the CC's following submittals for compliance with the construction contract and permits.

- Erosion and Sediment Control Plan ("ESCP")
- Health and Safety Plan("HASP")
- Pollution Control Plan ("PCP")
- Invasive Weed Removal Plan ("IWRP" and
- Planting Plan

Consultant shall conduct up to 3 environmental inspection site visits and prepare brief construction environmental inspection report or monitoring memorandums summarizing site conditions and providing recommended measures to facilitate permit compliance and correct deficiencies.

Deliverables and Schedule:

- Reviewed CC-submitted Erosion and Sediment Control Monitoring Reports (Form 734-2361) for compliance no later than 14 calendar days after each inspection site visit. Submit to CPM as Project work progresses along with following protocol provided in Task CE-5.4 - Submittal of Final Project Documentation.
- Completed Consultant construction monitoring memorandums - If compliance issues are noted, document the deficiencies, recommendations and corrective action taken to correct deficiencies. Submit 1 electronic copy each to CPM within 5 business days after the monitoring site visit.
- General Daily Progress Reports / Project Diary - Complete daily when performing onsite visits. Submit to CPM as Project work progresses along with following protocol provided in Task CE-5.4 - Submittal of Final Project Documentation.
- Project Photography / Photo Logs - Submit with reports (when applicable) along with following protocol provided in Task CE-5.4 - Submittal of Final Project Documentation.

Task CE-3.1.1 Site Restoration Report

Consultant shall prepare a Site Restoration Report to document restoration completion. Consultant's Restoration Report must document construction and effectiveness of onsite restoration for the Project. Prior to preparation of the report, Consultant shall conduct 1 site visit within 30 days of restoration construction completion to determine if restoration measures were constructed according to Project permits. The Restoration Report must include a narrative summary describing Project construction and restoration as well as maps, and representative photographs with descriptions. The Restoration Report will also include a brief summary of all compensatory mitigation measures implemented for the project. This summary will be used as documentation of compliance with NMFS' BO conditions.

Consultant shall visit the site up to three times before the end of the establishment period to collect data regarding restoration conditions, planting survival, and to evaluate if corrective measures are necessary. During the site visits, Consultant shall record general site conditions, hydrology, plant cover, plant communities, erosion, and related aspects of the restoration. Consultant shall summarize observed conditions via email.

Deliverables and Schedule:

- Restoration Report - Submit 1 electronic (PDF copy) each to APM, REU (and LAPM on LPA projects) within 30 calendar days of conducting the site visit.
- Email summaries of follow up site visits within 5 days of each site visit

Task CE-3.1.2 Stormwater Report

Consultant shall prepare a Stormwater Report to document construction and the effectiveness of the stormwater facilities for the Project. Prior to preparation of the report, Consultant shall conduct 1 site visit within 30 days of construction completion to determine the effectiveness of the stormwater facilities for the Project. The Stormwater Report must include a narrative summary describing Project construction and stormwater facilities as well as maps, and representative photographs with descriptions.

Deliverables and Schedule:

- Stormwater Report - Submit 1 electronic (PDF copy) each to APM, REU (and LAPM on LPA projects) within 30 calendar days of conducting the site visit.

Task CE-3.2 Construction Activity Monitoring

Consultant shall monitor construction activities during construction of the Project utilizing ODOT-certified Inspectors and require compliance with the construction contract documents. Consultant shall provide inspection concurrently with the CC's operation. Consultant shall coordinate closely with CC to ensure on-site inspections are coordinated with the construction schedule. Consultant shall perform inspections as detailed in the ODOT Construction Manual and the ODOT Inspector's Manual. Consultant shall prepare General Daily Progress Reports of construction for days Consultant is on site. Consultant shall take photos of the various construction activities and keep a current digital photo-log of critical construction activities. The photo-log must be kept up to date throughout construction and available for review by County.

Consultant shall determine and document all pay quantities for work and materials incorporated into the Project. As required by the ODOT Construction Manual, Chapter 12D - Quantities, Consultant shall prepare source documents ("paynotes") for all pay items and include supporting documentation to support each payment. Consultant shall always keep quantity documentation current and available for County review upon request.

Deliverables and Schedule:

- General Daily Progress Reports - Complete each day Consultant is on-site. Submit to CPM as Project work progresses along with following protocol provided in Task CE-5.4 - Submittal of Final Project Documentation.
- Current Digital Photo-log of construction activities - Submit to CPM as Project work progresses along with following protocol provided in Task CE-5.4 - Submittal of Final Project Documentation.
- Source Documents "paynotes" - Field notes, calculations, receipts, invoices, reports used to determine Project pay quantities, installation sheets, and other supporting documentation - Complete and submit to CPM as work is performed. In addition, follow protocol provided in Task CE-2.5 - Monthly Preliminary Progress Estimates and Task CE-5.4. - Submittal of Final Project Documentation.
- Review Turbidity Monitoring Reports and submit them to NMFS weekly

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes full-time inspection during the CC's activities for 35 Weeks for one inspector at 50 hours per week.

Task CE-3.3 Quality Control Monitoring (Nonfield-Tested and Field-Tested Materials)

Consultant shall document the work and Nonfield-Tested materials incorporated into the Project by completing Field Inspection Reports (FIRs) as required by the ODOT Construction Manual, Chapter 12C - Quality and the Nonfield-Tested Materials Acceptance Guide. Consultant shall log the FIRs and other supporting quality documentation into the applicable Test Summary and keep up to date and available for review by County. Consultant shall maintain the Nonfield-Tested Materials Test Summary (Test Summary "A" 734-1902A) as detailed in the ODOT Construction Manual.

Consultant shall monitor the CC's Quality Control ("QC") program for conformance with requirements of the ODOT Manual of Field Test Procedures and the construction contract documents. Consultant shall coordinate with the County's Quality Assurance Coordinator ("QAC") to confirm that adequate verification and independent assurance ("IA") testing is performed.

County's independent testing laboratory will perform the verification and IA testing; it is not a Consultant task under this CA/CEI SOW.

Consultant shall monitor the CC's QC Program. Oversight of the QC Program is conducted by the QCCS who is experienced and certified in all areas of field material testing and documentation. According to ODOT's Technician Certification Program, the QCCS is required to maintain certification in at least the following disciplines: CAgt, CEBT, CAT 1, CDT and QCT. The QCCS is required to maintain certification in these material testing disciplines throughout the duration of all the CA/CEI Services. The QCCS shall follow the requirements of the Quality Assurance Program located in Section 2 of the ODOT Manual of Field Test Procedures and the roles and responsibilities outlined in the QCCS Handbook.

The following are the approved Technician Certifications currently in place in the Technician Certification Program:

- Certified Aggregate Technician ("CAgt")
- Certified Embankment and Base Technician ("CEBT")
- Certified Density Technician ("CDT")
- Certified Asphalt Technician I ("CAT-I")
- Certified Asphalt Technician II ("CAT-II")
- Certified Mix Design Technician ("CMDT")
- Quality Control Technician ("QCT")
- Concrete Control Technician ("CCT")
- Concrete Strength Testing Technician ("CSTT")

Consultant shall:

- Review and monitor the CC's documentation for the quality of all materials incorporated into the Project.
- Verify that all materials furnished and placed on the Project comply with the approved specifications.
- Certify that the documentation confirms that all materials comply with construction contract requirements.
- Maintain the Test Summary for Nonfield-Tested Materials and Field-Tested Materials (Test Summary "A", "B" and "C" Form numbers 734-1902A, 734-1902B and 734-1902C) as detailed in the ODOT Construction Manual, Chapter 12B - Quality.
- Identify and monitor CC's quality control technicians and require proper and current certification(s) and require that proper testing frequencies and procedures are being followed. Monitoring must be done by Consultant staff experienced in all areas of field testing and documentation and certified by ODOT's Technician Certification Program for the specific tests being monitored.
- Take appropriate action if CC's quality contract technicians do not have proper or current certifications or if proper testing frequencies and procedures are not being followed.
- Obtain, review and compile all required Project quality documentation in accordance with the ODOT Construction Manual and the construction contract documents.
- Communicate with County's QAC to facilitate timeliness and efficiency in the verification and IA testing work and compliance with all requirements of the ODOT Manual of Field Test Procedures and contract documents.
- Compare CC's QC test results to County's verification test results to verify they are within IA parameters.

- Take appropriate action and work with CPM to resolve any discrepancies between CC's QC test results and the County's verification test results.
- Prepare quality price adjustments as necessary for materials.

Deliverables and Schedule:

- Field Inspection Reports ("FIRs") and Nonfield-Tested Summary - Submit to CPM as Project work progresses along with following protocol provided in Task CE-5.4 - Submittal of Final Project Documentation.
- Field-Test Summaries and other Project field-tested materials quality documentation - Submit to CPM as Project work progresses along with following protocol provided in Task CE-5.4 - Submittal of Final Project Documentation.

Task CE-3.4 ADA Ramp and Push Button Inspection (RESERVED)

Task CE-3.5 Additional Construction Activity Monitoring (RESERVED)

TASK CE-4 CONSTRUCTION SURVEYING

CC licensed Land Surveyor shall provide land surveying Services and deliverables that conform to all state statutes pertaining to survey and land boundary laws. These include, but are not limited to, the following Oregon Revised Statutes (ORS):

- ORS Chapter 92 - Subdivisions and Partitions
- ORS Chapter 93 - Conveyancing and Recording
- ORS Chapter 209 - County Surveyors
- ORS Chapter 672 - Professional Engineers; Land Surveyors; Photogrammetrists; Geologists

Consultant shall provide qualified personnel to verify the Project is constructed to the lines and grades as shown, specified, or established.

Task CE-4.1 Coordination, Calculations and Quality Assurance (QA) of Construction Contractor's Survey Work (CONTINGENCY TASK)

Consultant shall:

- Coordinate with CPM and CC as needed to require compliance with and verify that the construction survey work completed by the CC for the Project is in conformance with the approved plans, specifications and applicable laws.
- Attend and participate in a pre-survey meeting with the CC, CPM, and others as appropriate.
- Coordinate with CC and CPM to determine participants and to schedule the pre-survey meetings at an agreed-upon time no later than 14 calendar days prior to beginning construction.
- Prepare and distribute the meeting agenda to CPM and other participants at least 4 business days prior to meeting.
- Prepare and distribute the meeting minutes to CPM and other participants within 1 week of meeting.
- Perform QA review of CC's survey data such as, but not limited to, office calculations and stakeout information.
- Provide memo indicating dates and times grade calculation checks were performed and the results of the calculation checks along with copy of notification to CC on items not in compliance from calculation checks and when/what corrections were made.
- Perform QA review of CC's field survey work. Provide memo indicating dates and times the

survey field checks of CC's survey work were performed and the results of the field checks along with copy of notification to CC on items not in compliance with approved construction plans and when/what corrections were made.

- Provide a map, digital ASCII file of the coordinates, and field notes as applicable, of horizontal and vertical control points (from the construction contract plans) for use by the CC's surveyor.
- Prepare horizontal and vertical alignment print outs, construction grade data, including annotated cross sections (from the construction contract plans) for use by the CC's surveyor.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than five (5) 1-day site visit(s) by a 2-person survey crew for construction surveying.

Deliverables and Schedule:

- Pre-survey meeting agenda - Submit 1 copy to each meeting attendee and the CPM 4 business days prior to the scheduled meeting.
- Pre-survey meeting minutes - 1 copy to each meeting attendee and the CPM within 1 week after the meeting.
- Memo regarding grade calculation checks - Submit via email to CC with copy to CPM within 5 business days of receipt of survey data from CC.
- Memo regarding survey field checks - Submit via email to CC with copy to CPM within 5 business days of request.
- Map, digital ASCII file of the coordinates and field notes as applicable, of horizontal and vertical control points - Submit original to CC at the pre-construction or pre-survey meeting.
- Horizontal and vertical alignment print outs, construction grade data, including annotated cross sections - Submit original to CC at the pre-construction or pre-survey meeting.

Task CE-4.2 Construction Survey and Staking (RESERVED)

Task CE-4.3 Locate, Recover and Reference Monuments

Consultant shall recover and reference monuments (as indicated below) in the location of the ROW identified in the control, recovery, and retracement survey. Consultant shall document in field notes the monuments either found, or not found during the search phase. Consultant shall ensure compliance with the requirements of ORS 209.155.

For all monuments not destroyed during construction activities, Consultant shall note in the field notes that:

- All monuments were recovered (include date),
- All monuments exist per the control, recovery, and retracement survey, or
- All monuments are within the new ROW and do not need to be reset.

The monuments may or may not be retied to confirm their original surveyed positions. This decision will be made based on the Consultant surveyor's professional judgment.

Consultant shall:

- Recover monuments shown on the control, recovery, and retracement survey to confirm they either still exist or were destroyed during construction. Consultant shall note destroyed monuments that are within the Project limits.
- Locate and recover any new monumentation within the Project work zone which were placed after the original field search and survey ties, which may include research of county records as appropriate. Agency may provide monuments tied prior to construction not filed with the control, recovery, and retracement survey.

- Use Agency point number range for control points and monuments.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than a 1-day site visit(s) by a 2-person survey crew.

Deliverables and Schedule: ASCII file of located monuments with monument point numbers and coordinates and any other electronic files created or produced for the Project documenting Monumentation surveying - Submit within 14 calendar days after recording of the survey filing map (SFM) with the County Surveyor's office.

- Original field notes and 1 electronic copy (PDF format) - Submit within 14 calendar days after recording of the SFM with the appropriate County Surveyor's office.

Task CE-4.4 Right of Way ("ROW") Monumentation

Consultant shall document the location of the ROW lines at the completion of the Project construction. Consultant shall preserve the location of the monuments found prior to construction and shall document the ROW lines for all property acquired for the Project.

Consultant shall set control and ROW monuments, as applicable, within 180 calendar days after issuance of Second Notification.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than 2 1-day site visit(s) by a 2-person survey crew for construction surveying.

Deliverables and Schedule: CAD file displaying the control and monuments as applicable - Submit within 14 calendar days after recording of the SFM with the County Surveyor's office.

- Original field notes (PDF format) - Submit within 14 calendar days after recording of the SFM with the appropriate County Surveyor's office.
- Final ASCII file of all control and monument points set - Submit within 14 calendar days after recording of the SFM with the appropriate County Surveyor's office.

Task CE-4.5 Monumentation Survey Filing Map (SFM)

Consultant shall create SFM in accordance with County and ORS 209 requirements. Consultant shall ensure preservation of existing survey markers and monument any newly acquired ROW. Consultant shall submit the survey to the county for filing on archival Mylar or acceptable media per county requirements.

Deliverables and Schedule:

- SFM - File at the appropriate County Surveyor's office within 45 calendar days after setting monuments.
- Final recorded SFM and narrative regarding methodologies used - Submit within 14 calendar days after recording of the SFM with the appropriate County Surveyor's office.

TASK CE-5 PROJECT CLOSE-OUT

Consultant shall assist County to complete interim and final on-site inspections and submit all Project records required for final payment and Project Acceptance.

Task CE-5.1 Final Inspection(s) and Submittals

Consultant shall:

- Schedule a review of the Project at a time close to completion of on-site work.
- Issue Second Notification when all on-site work including CCO and EWO work is completed per the Specifications, in 00150.90(a) and (b) and 00180.50(g).

- Schedule and lead a Project Final Inspection with CC, WFLHD and County within 15 days after receiving notice from the CC that all punch list items, final trimming and cleanup according to the Specifications in 00140.90 have been completed.
- Prepare a punch-list of items to be corrected by the CC.
- Once the punch-list items have been corrected, meet at Project site with County and WFLHD for a follow-up to the Final Inspection.
- Prepare and send the Recommendation of Project Acceptance to CPM, once CC has satisfactorily completed all construction contract work and fulfilled its obligations concerning Project documentation.
- Recommend Third Notification to County after all construction contract work and inspections are complete, and all required documentation is submitted per General Conditions for Construction for Marion County v2024, according to the Specifications in 00150.90.)

Deliverables and Schedule:

- Provide a punch-list of items.
- Second Notification - due within 2 business days of completion of on-site work. Submit 1 draft electronic copy to CPM.
- Recommendation of Project Acceptance - Submit electronic copy to CPM upon completion of final inspection per Construction Manual Chapter 36 - Acceptance of Project.
- Recommendation of Third Notification - due within 2 business days of completion of all construction contract work. Submit 1 draft electronic copy to CPM

Task CE-5.2 As-Constructed Plans

Throughout Project construction, Consultant shall maintain a paper copy of the plans with any field changes noted in red. Based upon those red-lined plans, Consultant shall prepare, stamp and sign as-constructed drawings prepared in AutoCAD .dwg format. As-constructed plans must be reviewed and approved by the POR prior to submittal to County.

Deliverables and Schedule:

- Submit the red-lined plan set and final as-constructed plans (AutoCAD and PDF format) to the CPM within 90 calendar days of issuance of Second Notification.

Task CE-5.3 Structure Load Rating (RESERVED)

Task CE-5.4 Submittal of Final Project Documentation

Consultant shall:

- Assist County with organizing the final Project quality, quantity documentation according to County and FHWA (WFLHD) procedures.
- Organize and submit the final Project quality, quantity documentation to the County.
- Review documentation with County's QAC.
- Upon issuance of Second Notification, perform a final review with the County of all Project quality and quantity documentation and mutually agree that all contractual requirements have been met and recommend Acceptance.
- Complete any quality, quantity documentation associated with plant establishment work completed after the final Project documentation has been submitted for County review and documentation Acceptance (within 14 calendar days after the plant establishment work has been completed).

Deliverables and Schedule:

- All final Project quality, quantity, excluding documentation related to plant establishment work. The documents must be submitted electronically to the County within 60 calendar days after Second Notification.
- Submit and verify Contractor has submitted all supporting quality documentation, as noted on the Test Summary A, B and C Sheets, for all Contract bid items and Contract Change Orders (CCOs) in hard copy to County.
- All Project quality, quantity related to plant establishment work. The documents must be submitted electronically to County within 14 calendar days after plant establishment work.

E.2 PROJECT SCHEDULE

Schedule Assumptions

The Project is scheduled for a 2026 bid opening for the CC. It is anticipated that the CC will receive NTP no later than summer 2026. County shall issue the CC Notice of Award and NTP in accordance with the Specifications in Section 00130.

- All construction work, except for the Establishment Period as per section 01030 work is assumed to be completed by 12/31/2026.
- The plant establishment period is assumed to be a 1-year period.
- All work for this CA/CEI SOW is to be completed within 30 calendar days of County issuing Third Notification to the CC.
- Construction Contract Completion Date as specified in the Specifications in 00180.50 of the construction contract is 12/31/2026.
- Third notification to the CC is assumed to be issued on or before 12/31/2027.

F. CONTINGENCY TASKS

The table below is a summary of contingency tasks that County, at its discretion, may authorize Consultant to produce. Details of the contingency tasks and associated deliverables are stated in the task section of this CA/CEI SOW. Consultant shall complete only the specific contingency task(s) identified and authorized via written (email acceptable) NTP issued by County's CPM. If requested by County, Consultant shall submit a detailed cost estimate (within the NTE amount(s) in the Contingency Task Summary Table) for the agreed-to contingency Services within the scope of the contingency task.

If County chooses to authorize some or all of these tasks, Consultant shall complete the authorized tasks and deliverables per the schedule identified for each task. The NTP will include the contingency task name and number, due date for completion, and agreed-to NTE for the authorized contingency task.

Each contingency task is only billable (up to the NTE amount identified for the task) if specifically authorized per NTP. In the table below, the contingency NTE amount for a contingency task includes all labor, overhead, profit, and expenses for the task. The funds budgeted for contingency tasks may not be applied to non-contingency tasks without a fully executed amendment. The total amount for all contingency tasks authorized shall not exceed the maximum identified in the table below. Each authorized contingency task must be billed as a separate line item on Consultant's invoice.

Contingency Task Summary Table

CONTINGENCY TASK DESCRIPTION	(UNIT) NTE	MAX QUAN.	METHOD OF COMP.	CONTINGENCY NTE AMOUNT
CE-2.9 Design Modifications	1.0	1.0	T&M	\$17,808.28
CE-2.10 Claim Support	1.0	1.0	T&M	\$13,107.18
CE-4.1 Coordination, Calculations and Quality Assurance (QA) of Construction Contractor's Survey Work	1.0	1.0	T&M	\$26,803.54
Total NTE For All Contingency Tasks:				\$57,719.00



Contract Review Sheet

PW-3425-20 (3)

A&E Standard Prof Svcs Agmnt #: **PW-3425-20** Amendment #: **3**

Contact: **Nike Neuvenheim** Department: **Public Works Department**

Phone #: **(503) 365-3100** Date Sent: **Monday, February 13, 2023**

Title: **A&E Services for the North Fork Slide Stabilization Project**

Contractor's Name: **Dowl LLC**

Term - Date From: **May 27, 2020** Expires: **July 31, 2025**

Original Contract Amount: **\$782,591.40** Previous Amendments Amount: **\$390,287.88**

Current Amendment: **\$9,133.52** New Contract Total: **\$1,182,012.80** Amd% **51%**

☐ Incoming Funds ☒ Federal Funds ☐ Reinstatement ☐ Retroactive ☒ Amendment greater than 25%

Source Selection Method: **30-0220 Formal Selection A&E**

Description of Services or Grant Award

A&E services contract for preliminary engineering and design of a project to mitigate three slide areas on approximately .6 miles North Fork Road near mile post 5.

Amendment 3 updates Exhibit A, Statement of Work, to include a Biological Assessment (BA) for Endangered Species Act (ESA) Compliance and adds \$9,133.52 to non-contingency services for a new Not-to-Exceed (NTE) amount of \$1,182,012.80.

Amendment 2 extends the contract through July 31, 2025, updates Statement of Work, and adds \$370,316.36 to the NTE amount. Amendment 1 adds additional subsurface field exploration work and ROW work and adds \$19,971.52 to cover the additional work.

Desired BOC Session Date: _____ BOC Planning Date: _____

Files submitted in CMS: _____ Printed packet & copies due in Finance: _____

BOC Session Presenter(s) _____

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: **G**

REQUIRED APPROVALS

DocuSigned by:

A3588E7AEC704F4...
Finance - Contracts 2/20/2023
Date

DocuSigned by:

G5DAF24908B0471...
Contract Specialist 2/22/2023
Date

DocuSigned by:

60C98A6E708240B...
Legal Counsel 2/21/2023
Date

DocuSigned by:

DC16351248DE4EC...
Chief Administrative Officer 2/21/2023
Date

**AMENDMENT NO. 3 TO
CONTRACT NO. PW-3425-20**

- A. This is Amendment No. 3 to Contract No. PW-3425-20 (as amended from time to time) between the Marion County, hereafter called County, and DOWL, LLC, which the Parties agree is synonymous with the defined term “Contractor” or “Consultant” as referenced in the Contract.
- B. The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):
1. In Exhibit A - Statement of Work, Section E. Tasks, Deliverables and Schedule, make the following changes:
 - a. Under **Task 3 Environmental Services**, delete subtask **3.5.2 SLOPES ESA Compliance Memo** in its entirety.
 - b. Under **Task 3 Environmental Services**, add the following subtask:

Task 3.5.2 Biological Assessment (BA) for ESA Compliance

Based on direction received from County and WFLHD, the project will require consultation with the National Marine Fisheries Service (NMFS) and U.S. Fish and Wildlife Service (USFWS).

Consultant shall prepare a BA addressing all Federal ESA -listed threatened and endangered, proposed for listing, and candidate species that may be present in the project area, including their designated critical habitat and Essential Fish Habitat. The information in the BA is intended for use in compliance with Section 7 of the Endangered Species Act of 1973 and will comprise elements of the project's National Environmental Protection Act (NEPA) compliance document.

Consultant shall coordinate with NMFS and USFWS while preparing the BA and shall incorporate resource agency concerns into the BA avoidance and conservation measures. Consultant shall schedule and participate in a 1-hour early coordination meeting with NMFS and USFWS. Consultant shall attend and lead a 1-hour virtual stakeholder meeting related to the BA. Consultant shall prepare and send a meeting agenda in advance of each meeting. Up to 2 Consultant staff members, shall attend meetings, lasting no longer than 1-hour. Consultant shall prepare and submit summary notes following each meeting.

Consultant shall ensure the project design continues to meet stormwater design criteria as described in the USACE Standard Local Operating Procedures for Endangered Species programmatic biological opinion. No mitigation coordination or design will be required in order to complete the consultation process. Consultant shall revise Draft BA one time following joint County and WFLHD review. No more than 8 hours of Consultant time will be required for coordination and or revisions following submittal of the BA to USFW and NMFS.

Consultant Deliverables and Schedule:

Consultant shall prepare and submit to CPM the following:

- Meeting summary notes within 10 days of holding meeting.
- Draft BA within 60 calendar days of NTP on this task.
- Final BA within 14 calendar days of receiving comments on Draft BA.

2. Change Exhibit B, Section A(1) as follows: The dollar amount for Phase 1 T&M non-contingency Services is [\$1,108,758.91] \$1,117,892.43.
3. Change the first sentence of the last paragraph in Exhibit B, Section L as follows: The final BOC for Phase 1 Services (dated April 17, 2020 for the original Contract, September 17, 2020 for Amendment 1, [and] May 19, 2022 for Amendment 2, and December 16, 2022 for Amendment 3) is not physically attached but is incorporated into this Contract by this reference with the same force and affect as though fully set forth herein.

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

D. Amendment Information Table:

Project Title: North Fork Road Slide Stabilization		County Project Number: 104678	
Project Location: Eastern Marion County Near Mehema		Associated RFP Number: PW645-19	
Federal Aid Number: 1517414709601		No DBE Goal	
• Prior total Not-to-Exceed ("NTE") amount for this Contract (including any previous amendments and contingency amounts).			\$ 1,172,879.28
• Net amount for this Amendment			\$ 9,133.52
• Total Not-to-Exceed ("NTE") amount for this Contract. This total includes: a) all allowable costs and expenses, profit, and fixed-fee amount, if any; and b) \$44,148.85 for contingency tasks, each of which must be separately authorized by County.			\$ 1,182,012.80

CONSULTANT CERTIFICATIONS

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

- Consultant has provided its correct TIN to County;
- Consultant is not subject to backup withholding because (a) Consultant is exempt from backup withholding, (b) 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 (c) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; and
- 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; 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:

- **Consultant has read this Amendment, understands it, and agrees to be bound by its terms and conditions.**
- Consultant understands and agrees that various documents are not physically attached, but are incorporated by reference and have the same force and effect as if fully set forth herein.
- Consultant understands and has provided to all Associates the COI Disclosure Form available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>. Consultant and (to the best of the undersigned's information, knowledge and belief) Consultant's Associates are in compliance with the disclosure requirements of the COI Disclosure Form and have no conflicts of interest to disclose. If disclosures regarding this Amendment or the related Project are required per the COI Disclosure Form, Consultant has made such disclosures to City on a properly prepared and submitted form and, if determined necessary by City or ODOT, a mitigation plan has been approved by City and ODOT. (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

(d) Consultant shall require that the language of this certification be included in all subcontracts in excess of \$100,000 at all tiers and that all such subcontractors shall certify and disclose accordingly.

- Consultant is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779.
- In the event that Consultant is a general partnership or joint venture, Consultant signature(s) on this Amendment constitutes certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

This Amendment shall not become effective and no Payment shall be made for Services that are performed before all necessary governmental approvals have been obtained, the Amendment is fully executed, and Notice-To-Proceed has been issued by County.

Counterparts: The Amendment may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Amendment so executed shall constitute an original.

DOWL, LLC. SIGNATURE(S)

DocuSigned by:
Signature: Jeff Bernardo Date: 2/22/2023
9A6C7FA0E8634A3...

Name: Jeff Bernardo Title: Chief operating officer

Signature: _____ Date: _____

Name: _____ Title: _____

MARION COUNTY SIGNATURES:

DocuSigned by:
Authorized Signature: Brian Nicholas 2/20/2023
9793BA7ACD0D443...
Department Director or designee Date

DocuSigned by:
Authorized Signature: Jan Fritz 2/21/2023
DG16351248DE4EC...
Chief Administrative Officer Date

DocuSigned by:
Reviewed by Signature: Scott Norris 2/21/2023
60C98A6F708240B...
Marion County Legal Counsel Date

DocuSigned by:



A3538E7AEC704F4...

Reviewed by Signature:

Marion County Contracts & Procurement

2/20/2023

Date



Marion County
FINANCE DEPARTMENT

Contract Review Sheet

PW-3425-20 (2)

A&E Standard Prof Svcs Agmnt #: PW-3425-20 Amendment #: 2

Contact: Tim Beaver Department: Public Works

Phone #: 503-365-3100 Date Sent: Monday, June 6, 2022

Title: A&E services for the North Fork Slide Stabilization project

Contractor's Name: DOWL, LLC.

Term - Date From: May 27, 2020 Expires: July 31, 2025

Contract Total: \$ 802,562.92 Amendment: \$ 370,316.36 New Total: \$ 1,172,879.28

☒ Incoming Funds ☒ Federal Funds ☐ Reinstatement ☐ Retroactive ☒ Amendment greater than 25%

Source Selection Method: RFP CMS # PW645-19

Description of Services or Grant Award

A&E services contract for preliminary engineering and design of a project to mitigate three slide areas on approximately .6 miles North Fork Road near mile post 5.

Amendment 1 adds additional subsurface field exploration work and ROW work, and adds \$19,971.52 to cover the additional work.

Amendment 2 extends the contract through July 31, 2025, restructures the existing Preliminary Engineering and Construction Engineering tasks, adds the Final Design tasks and deliverables, and adds \$370,316.36 to the NTE amount of the contract.

Desired BOC Session Date: 6/29/2022 BOC Planning Date: 6/16/2022

Files submitted in CMS: 6/8/2022 Printed packet & copies due in Finance: 6/14/2022

BOC Session Presenter(s) Ryan Crowther

FOR FINANCE USE

Date Finance Received: 6/7/2022 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by:
Cambler Selles
6/13/2022
Finance - Contracts Date

DocuSigned by:
James C. Votto
6/13/2022
Legal Counsel Date

DocuSigned by:
Tim Beaver
6/13/2022
Contract Specialist Date

DocuSigned by:
Jan Fritz
6/13/2022
Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, June 29, 2022 at 9:00 am

Department: Public Works Agenda Planning Date: 6/16/2022 Time required: 5 min

☒ Audio/Visual aids Powerpoint

Contact: Ryan Crowther Phone: 503-365-3112

 Department Head Signature:
 Digitally signed by Brian Nicholas
 9793BA7ACD6D443...
TITLE

North Fork Road Slide Stabilization - Professional Services Agreement Amendment Number 2 for DOWL, LLC

Issue, Description & Background

In 2015, Public Works applied for a Federal Lands Access Program (FLAP) grant through the Federal Highway Administration (FHWA) Western Federal Lands Highway Division (WFLHD) to repair three landslides on North Fork Road. The application offered options to repair any or all of these slides. During preliminary design, it was determined the project budget was only sufficient to mitigate one of the three slides, and it was determined that landslide #2 is the priority.

The project purpose is to mitigate the movement of landslide #2 and reconstruct that portion of North Fork Road near milepost 5. The reconstructed roadway will be 22 feet wide consisting of asphalt concrete pavement and will have 2-foot-wide gravel shoulders. Miscellaneous work including, but not limited to, culverts, road signs, striping, guardrails and a shear key buttress will be required to achieve the project purpose.

The engineering consultant has prepared an Initial Design Acceptance Package, which analyzes the feasibility of the project, includes a preliminary design, environmental permitting, and a cost estimate. This amendment will authorize the engineer, DOWL LLC, to complete final design and ROW acquisition for the project based on the preferred alternative within the Design Acceptance Package. The FHWA has authorized additional federal funds for the final design phase and right-of-way acquisition on the project with Cooperative Agreement No. 6905671950012, Amendment #1.

Financial Impacts:

The total not-to-exceed cost of this Contract Amendment No. 2 is \$370,316.36. This amendment increases to total contract value to \$1,172,879.28. This Project is federally funded with Marion County providing the required matching funds under Cooperative Agreement No. 6905671950012. Necessary funding is authorized in the approved FY2022/23 budget.

Impacts to Department & External Agencies

Entering into this agreement won't directly impact any other Marion County Departments. The project will benefit the public and Marion County Parks by ensuring access to the lands beyond the slides.

Options for Consideration:

1. Approve and sign the Professional Services Agreement Amd. No. 2 between DOWL, LLC and Marion County.
2. Take no action at this time.

Recommendation:

The Public Works Department recommends the board choose option 1, allowing the North Fork Road Slide Stabilization project to proceed without delay.

List of attachments:

Professional Services Agreement PW-3425-20 Amd. No. 2 between Marion County and DOWL, LLC



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Presenter:

Ryan Crowther, rcrowther@co.marion.or.us

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:

Tim Beaver, Public Works, tbeaver@co.marion.or.us

REQUEST FOR AUTHORIZATION OF CONTRACT PW-3425-20

Date: June 3, 2022
To: Chief Administrative Officer
Cc: Contract File
From: Tim Beaver, Public Works

Subject: Amendment Exceeds 25%

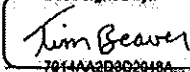
Marion County Public Works is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with DOWL, LLC for A&E services for preliminary engineering and design of the North Fork Road slides repairs project with a value of \$802,562.92 and an addition \$370,316.36 will be added to the contract for a new contract total of \$1,172,879.28 upon approval.

For formal procurements, indicate why the need for adding more than 25% of the total contract cost: Because of the nature of the multi-phased A&E services required, the Final Design phase cannot be negotiated until all of the Preliminary Engineering tasks have been completed and all design factors have been identified. In the future, Public Works will consider creating estimated costs to include in the original contract Not-to-Exceed amount, which should alleviate this artificial "overage" of the intended amount of the contract.

For A&E contracts, as stated above, the RFP for these services is qualifications-based, meaning that costs are negotiated prior to award of a contract. If the contract is for one piece of a project design (e.g. environmental or geotechnical services) then a final contract amount can reasonably be determined. However, as stated above, the costs for providing a final, construction-ready design of the project cannot be negotiated until the preliminary engineering work has been completed. Because no costs are provided during the RFP process, and only of a portion of the proposals' scores is methodology for cost control, this amendment would have no impact on the field of competition.

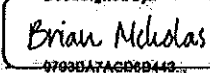
Finally, the work being added is part of the description of the original phases of the contract, but does not get added until those phases are implemented.

Submitted by:


7014AA2D002048A

Tim Beaver
Public Works

Acknowledged by:


07035A7AC680442

Department Head

AMENDMENT NO. 2 TO CONTRACT NO. PW-3425-20

- A. This is Amendment No. 2 to Contract No. PW-3425-20 (as amended from time to time) between the Marion County, hereafter called County, and DOWL, LLC, which the Parties agree is synonymous with the defined term "Contractor" or "Consultant" as referenced in the Contract.
- B. The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):
1. On page 1 of the contract, under Terms and Conditions and the heading of "Contract Effective Date and Term", modify the last sentence as follows:
Unless otherwise amended or terminated, this Contract shall expire July 31, 2025 [June 30, 2022].
 2. In Terms and Conditions 10.c.(l) **Design Within Funding Limit**, modify the second sentence as follows:
County's budget for construction of the project is \$8,670,000 [\$5,570,000].
 3. In Exhibit A - Statement of Work, section A, under Project Description, in the past paragraph, remove the first sentence: [The repair of all three slides, as one project, is a high priority given the potential for catastrophic road failure at two of the three slide areas], and after the last paragraph add: The Consultant shall provide final design, environmental permitting and right of way (ROW) acquisition services for the portion of the project considered to be slide #2. Final design services will reflect the shear key buttress solution.
 4. In Exhibit A - Statement of Work, under the heading "Project Phasing", modify the bulleted items as follows:
 - Phase 1 - Preliminary Design through Design Acceptance Package (DAP) and Final Design (PS&E)
 - [• Final Design (PS&E)]
 - Phase 2 - Construction Engineering
 5. In Exhibit A - Statement of Work, under the heading "Project Phasing", modify the last paragraph as follows:
This Statement of Work addresses the work required for [Preliminary Design] Phase 1 of the project. Each subsequent phase is optional, at County's discretion, and may be added via amendment(s) to this Contract.
 6. In Exhibit A - Statement of Work, Section B(1)(a), add the following bullets:
 - ODOT Hydraulics Manual
 - National Environmental Policy Act (NEPA), 23 CFR 771
 - Sections 401 and 404 of the Clean Water Act, 33 USC 1251
 - Oregon Removal - Fill Law, ORS 196.800 through 196.990
 - U.S. Army Corps of Engineers Wetland Delineation Manual
 - Endangered Species Act (ESA), 16 USC 1531
 - Oregon Fish Passage Law (OAR 635-412-0005(9)(d))
 - ODOT Right of Way Manual
 - ODOT Guide to Appraising Real Property
 - ORS 35, with reference to the "Uniform Appraisal Standards for Federal Land Acquisitions"
 - Federal Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (Uniform Act), as amended.
 7. In Exhibit A - Statement of Work, change the title of Section E to: **E. TASKS, DELIVERABLES AND SCHEDULE [TASK 1 - PROJECT MANAGEMENT]**
 8. In Exhibit A - Statement of Work, immediately following the title "E. TASKS ...", Insert the following heading:
TASK 1 - PROJECT MANAGEMENT

9. In Exhibit A - Statement of Work, **TASK 1 - PROJECT MANAGEMENT**, make the following changes:

a. For Task 1.1 Project Management, additional hours are added in the BOC for completion of the Project through Final Design (PS&E). Remove this: [The Preliminary Design phase is expected to last no more than nine (9) months.]

b. Under **Task 1.2 Project Schedule and Progress Reports**, make the following changes:

- i. Modify the last sentence in the first paragraph to read: Consultant anticipates up to [three (3)] five (5) project schedule updates.
- ii. Modify the last sentence in the second paragraph to read: For budgeting purposes, Consultant anticipates preparing up to [nine (9)] thirty-two (32) monthly progress reports to reach Final [DAP] Design (PS&E).

c. Under Task 1.3 Project Meetings, modify task **1.3.2 Project Development Team Meetings** as follows:

Consultant shall organize, conduct, prepare for and attend up to 4 Project Development Team (PDT) Meetings for the DAP portion of Phase 1; 2 via telephone and 2 in-person. Each in-person PDT meeting will be held at Marion County Public Works or virtually with WFLHD staff as available, County staff, Consultant's PM and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from the County. Consultant shall prepare draft and final meeting minutes to be distributed to County, and all other meeting participants. For budgeting purposes, it is assumed that up to 2 Consultant staff shall attend each in-person 1 hour PDT meeting.

For the PS&E portion of Phase 1, Consultant shall prepare agenda and conduct 3 Project Development Team meetings with County staff and subconsultants during the 60%, 90%, and Final Design phases as appropriate to coordinate performance of Services and meet Project goals and schedules. The meetings will be scheduled by the County and will be held either virtually or at the County's Office. For estimating purposes, it is assumed that up to 3 Consultant staff shall attend each meeting, and the meetings will be no more than 2 hours in length, not including travel time. Consultant shall prepare draft and final meeting summary notes for the meeting.

Consultant Deliverables and Schedule:

For each meeting, Consultant shall provide:

- Meeting agenda submitted electronically to CPM and all other meeting participants [2] 5 business days prior to date of meeting.

d. Under Task 1.3.4, add new task **1.3.5 Project Management Milestone Meetings** as follows:

Task 1.3.5 Project Management Milestone Meetings

Consultant shall prepare agenda and conduct 60% and 90% milestone meetings with the CPM and project managers prior to milestone submission to coordinate the effort.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Meeting agenda to CPM 5 business days prior to date of meeting.
- Attendance and participation at the meeting as requested by County.
- Draft meeting summary notes (including action item / decision log) within 5 business days of meeting - (1 electronic copy).
- Final meeting summary notes within 5 business days of receipt of all County comments - (1 electronic copy).

10. Under the heading **TASK 3 - ENVIRONMENTAL SERVICES**, add the following:

For all of Task 3, the Area of Potential Impact (API) for the required deliverables is shown in Figure 1 below. Consultant shall not conduct any fieldwork outside of County right-of-way and/or property until all

signed Right-of-Entry (ROE) documents for private property have been obtained and are in field staff's possession.

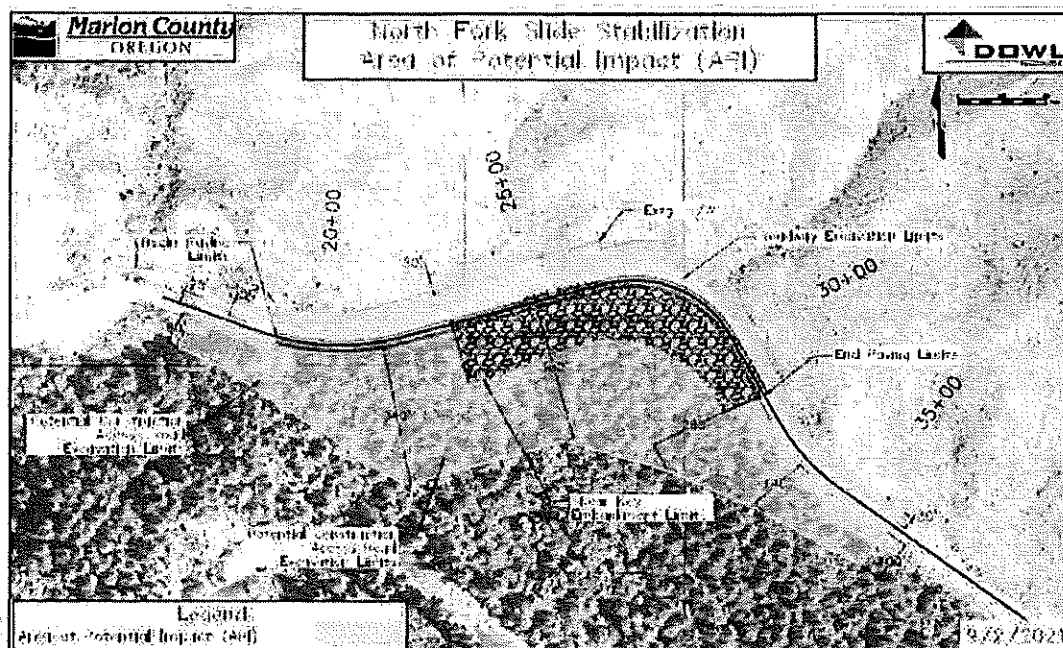


Figure 1. API for Task 3 deliverables.

11. Under TASK 3 - ENVIRONMENTAL SERVICES, add the following new tasks and subtasks:

Task 3.1 [NEPA Categorical Exclusion ("CE") and Programmatic CE ("PCE") and Supporting Documentation (RESERVED)] Coordination, Accumulation, and Review of Information

Consultant shall obtain and review existing environmental information related to the Project site. Consultant shall coordinate and communicate with County, resource agencies, and project team to conclude environmental tasks, verify schedule, identify process and procedures, and update resource agencies about the project. Consultant shall verify that assumptions made are valid and shall investigate any data gaps. Consultant shall maintain ongoing coordination throughout the design phase to ensure permitting assumptions remain accurate through final design.

Consultant Deliverables and Schedule:

Consultant shall prepare and submit:

- Coordination emails and phone log documentation upon request.

Task 3.5.2 SLOPES ESA Compliance Memo

Consultant shall use the USACE Standard Local Operating Procedures for Endangered Species (SLOPES) programmatic biological opinion to evaluate the effects of the project on Endangered Species Act (ESA)-listed aquatic species. Consultant shall prepare a programmatic SLOPES V (SLOPES for Stormwater, Transportation or Utilities) documentation in the form of a Memo to obtain the Nationwide Permit from the USACE. Consultant shall coordinate with the USACE, the National Marine Fisheries Service (NMFS), and ODFW, as necessary, to facilitate the approval process.

It is assumed that the project site will meet all programmatic biological opinion conditions, requiring no compensatory mitigation. Documentation for terrestrial ESA species will not be required or will be addressed internally by the USACE.

Consultant Deliverables and Schedule:

Consultant shall prepare and submit to the CPM the following in accordance with the Project schedule prepared in Task 1.2:

- Draft SLOPES V documentation with the draft JPA deliverable (Task 3.7.1).
- Final SLOPES V documentation to the County along with the final JPA deliverable (Task 3.7.1).

Task 3.6.4 Stream Functional Assessment

Consultant shall complete two (2) Stream Functional Assessments as impacts to non-wetland waters are unavoidable. The assessment shall be function-based per the current DSL requirements outlined in OAR 141-085-0765(3). This will include an assessment of the current hydrologic, geomorphic, biological, and chemical and nutrient functions and values provided by all on-site non-wetland waters that will be impacted. The assessments shall be subjective and qualitative and shall include a discussion of the anticipated changes in stream function and value post-construction to determine if a net gain, net loss, or no net change in the assessed functions and values will occur as a result of the Project. The results of the assessment shall be included in the Joint Permit Application document prepared under Task 3.7.1.

Consultant Deliverables and Schedule:

Consultant shall prepare and submit to the CPM the following in accordance with the Project schedule prepared in Task 1.2:

- Electronic copy of the draft Stream Functional Assessment results with Task 3.4 for review.
- Electronic copy of the final Stream Functional Assessment results two weeks following receipt of draft review comments.

Task 3.7 Environmental Permits and Clearances [(RESERVED)]

Consultant shall research and prepare state and federal permit applications required for the Project as described in the subtasks listed below.

Task 3.7.1 USACE/DSL Joint Permit Application ("JPA") and DEQ Section 401 Certification

Consultant shall prepare a complete JPA meeting all the applicable requirements of the most recent version of the Oregon Department of State Lands Removal-Fill Guide and USACE permit application standards. Consultant shall submit the JPA and Stormwater Management Plan to the Oregon Department of Environmental Quality (DEQ) to obtain Section 401 Water Quality Certification.

County will select the preferred design for the Project prior to the preparation of the JPA. To satisfy DEQ 401 Certification application requirements, a County staff member must create a Your DEQ Online account as a Responsible Official (RO), e-Verify their identity, and link the Consultant to the project to complete the application as a preparer.

The County will be responsible for reviewing, certifying, and submitting the 401 Certification application prepared by the Consultant on the Your DEQ Online platform.

Consultant shall:

- Prepare JPA for a USACE Section 404 Nationwide Permit and a DSL General Permit to authorize work within the jurisdictional waters and any wetlands found in the Project area.
- Provide pre submittal coordination with DEQ to inform them of the Project and verify requirements and documentation necessary to apply for Section 401 Water Quality Certification.
- Provide pre-submittal coordination with representatives of the USACE and DSL to confirm permitting requirements and application procedures. Pre-submittal coordination shall be conducted by phone and email, no pre-submittal site visit will be required.
- Verify that features and impacts are correctly identified for the permit application.
- Prepare all JPA required drawings, maps, photographs, site descriptions, and any additional information required by DSL or the USACE for inclusion in the JPA.
- Prepare narratives and descriptions on Project purpose and need and Project alternatives using Project development information provided by County as necessary to complete the JPA.

- Respond to questions or comments raised by the USACE and DSL following the submission of the JPA. This task may include correspondence and clarification of the JPA in the form of telephone calls, letters, or e-mails, to clarify regulatory Agency concerns and to facilitate the issuance of the USACE and DSL permits for this Project. No regulatory Agency site visit or in person meetings will be required.
- Submit the complete JPA package to the DSL and USACE on behalf of the County.
- Prepare the DEQ 401 Water Quality Certification application materials for the project (including a copy of the complete JPA, Stormwater Design Report (Subsection E.1, Task 7.6), as the Consultant on the Your DEQ Online system, following the City's successful account creation and linking the consultant to the project (see above).

It is assumed that all required mitigation will be satisfied with mitigation bank credits or in-lieu fee credits. It is assumed on-site or off-site compensatory wetland/waters mitigation coordination and planning will not be required. It is assumed that plantings for reestablishing impacted streambanks will not be required; if agencies determine a restoration planting plan is required, an amendment may be needed.

Due to the varied nature of post-submittal coordination, it is expected that the Consultant shall not expend more than eight hours for office review and coordination time for post-submittal coordination with DSL, USACE, and DEQ. County will be responsible for obtaining Land Use Planning Signature on the JPA. County will be responsible for payment of any associated fees for DSL, USACE, and DEQ to review and approve the submittals.

Consultant Deliverables and Schedule:

Consultant shall prepare and submit to the CPM the following in accordance with the Project schedule prepared in Task 1.2:

- Electronic copy of the Draft JPA Submittal Package 10 weeks following Preliminary Plan acceptance (Task 15.1).
- Electronic copy (PDF) of the Final JPA Submittal Package 3 weeks following receipt of draft review comments.
- Electronic copy of Final JPA Submittal Package to the DSL, USACE, and DEQ 3 weeks following receipt of draft review comments.

12. Under TASK 5 - UTILITIES, the following existing tasks are hereby amended:

- For Task 5.1 Utility Location and Coordination**, additional hours are added in the BOC for completion of this task through Final Design (PS&E).
- Under Task 5.3 Utility Coordination Meetings**, add the following two bullets:
 - Up to 2 individual meetings with potentially affected utilities.
 - 1 on-site group utility meeting, to coordinate relocation plan, construction constraints, means and methods, work sequence and schedule limitations.

13. Under TASK 5 - UTILITIES, add the following new tasks and subtasks as follows:

Task 5.4 Utility Relocations ((RESERVED))

Consultant shall coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the Project design. As part of that effort, Consultant shall complete the following:

- Preparation of Project Notification Letter(s)/Utility Conflict Notices
- Review of Utility Relocation Plans and Preparation of Relocation Time Requirement Letters

Task 5.4.1 Utility Notices

For those Utilities where no conflict is anticipated, Consultant shall provide a Project Notification (first notice per OAR 734-055-045). Consultant shall use the Project Notification letter template located at: <https://www.oregon.gov/ODOT/ROW/Pages/Utility-Forms.aspx> (under "Local Public Agency

Resources" heading). The Project Notification letter must include plan sheets indicating location of existing utilities in relationship to proposed project.

For those Utilities where a conflict is anticipated, Consultant shall provide a Conflict Notice (first notice per OAR 734-055-045). Consultant shall use the Conflict Notice letter located at: <https://www.oregon.gov/ODOT/ROW/Pages/Utility-Forms.aspx> (under "Local Public Agency Resources" heading).

Consultant's coordination schedule must allow each utility a 30-day period to respond with a proposal from date of the notice. Multiple notices or revised notices must be created and delivered to a utility owner when additional facility conflicts become apparent and the utility owner's response time may be shortened to 7 calendar days.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Project Notification letter(s) and Conflict Notice(s) with enclosures to Utilities; due within 10 business days after submittal of Preliminary plans to County.
- 1 PDF of Project Notification/ Utility Conflict letters with enclosures to CPM at time of submittal to Utilities.

Task 5.4.2 Review Utility Relocation Plans and Relocation Time Requirement Letters

Consultant shall examine all received utility relocation plans for completeness and accuracy. If relocation plans do not resolve utility conflict, Consultant shall provide comments to Utility for correction and re-submittal.

Consultant shall negotiate with each utility a utility construction work schedule that conforms to the project construction schedule. Consultant shall deliver a Time Requirement Letter (second notice) to each utility owner accepting or modifying the required utility facility construction time.

Consultant Deliverables and Schedule:

Consultant shall provide:

- The final utility relocation plan(s) submitted to the CPM within 10 days after acceptance.
- Time Requirement Letter(s) submitted to each utility and CPM within 20 business days after submittal of Advance Plans to County.

Task 5.6 Utility Certification

Consultant shall complete and sign the WFLHD Utility Certification verifying that all utility work has been completed or that all necessary arrangements have been made for it to be undertaken and completed as required for proper coordination with the physical construction schedule.

If an exception is required, Consultant shall prepare, for County signature, a Public Interest Finding as part of the Utility Certification including facts regarding the cause for the exception, an action plan and time table in securing a utility agreement (a.k.a. Time Requirements letter).

Consultant Deliverables and Schedule:

Consultant shall provide:

- 1 PDF copy of the Utility Certification sent to County and WFLHD for signatures, due 10 business days prior to PS&E.
- 1 hard copy of signed Utility Certification form to be incorporated into PS&E package.

14. Under Task 6.5 Instrumentation Monitoring, add the following after the first paragraph:

Consultant shall repair the damage to the SWB-05 monument and inclinometer (installed under Subsection E.1, Task 6.3) by installing a new monument, including an initial visit to the site to investigate the damage and reinitialize the inclinometer.

15. Under **TASK 6 - GEOTECHNICAL, GEOLOGIC AND PAVEMENT DESIGN SERVICES**, add the following new tasks:

Task 6.9 Geotechnical Consultation for Final Design and Geotechnical and Pavement Design Report

Consultant shall provide geotechnical and pavement design support for the Slide #2 shear key buttress mitigation design during the final design phase including modifying the geotechnical and pavement design recommendations, and providing additional geotechnical conclusions and recommendations as needed. Consultant shall update the Final Preliminary Geotechnical and Pavement Design Report described in Task 6.8 to include the design modifications and additional recommendations. Design modifications and additional recommendations that occur after the Final Geotechnical and Pavement Design Report have been submitted will be included in a Geotechnical memorandum.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft Geotechnical and Pavement Design Report to be included in the deliverables for Task 15.1.
- Final Geotechnical and Pavement Design Report to be submitted within four (4) weeks of receiving review comments from the County.
- Geotechnical memorandum if necessary.

Task 6.10 Review of Geotechnical Related Plans and Specifications

Consultant shall review and support geotechnical related plans and specifications, such as earthwork and materials. The review comments shall be provided by emails, tracked changes in word documents, and comments on the plans.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Review comments will be included in the 60% Preliminary PS&E and 90% Advance PS&E.

16. Under **Task 7.5 Stormwater Management Design**, additional hours are added in the BOC for completion of this task through Final Design (PS&E).

After the first sentence add: Consultant shall prepare Preliminary Plans (60%), Advanced Plans (90%), and Final Plan (100%) submittals. The deliverables must include all the plan sheets required in the Final PS&E submittal (see Task 15).

Add these bullet items under **Consultant Deliverables and Schedule:**

- Preliminary stormwater conveyance and stormwater quality design plans, specifications, and cost estimate included in Preliminary PS&E submittal (Task 15.1)
- Advance stormwater conveyance and stormwater quality design plans, specifications, and cost estimate included in Advance PS&E submittal (Task 15.2)
- Final stormwater conveyance and stormwater quality design plans, specifications, and cost estimate included in Final PS&E Package submittal (Task 15.3)

17. Under **Task 7.6 Stormwater Design Report**, modify the second bulleted Consultant deliverable as follows:

- Final Stormwater Design Report, .pdf file of complete report, due with the [Draft Design Acceptance Package] Advance PS&E submittal [(Task 13)] (Task 15.2).

18. Under **TASK 7 - HYDRAULICS RELATED SERVICES**, add the following new tasks:

Task 7.7 Stormwater Operation and Maintenance (O&M) Manual [(RESERVED)]
(CONTINGENCY TASK)

The purpose of this subtask is to provide Operations and Maintenance Manual documentation of all proposed stormwater management facilities so that the agency has a record of the stormwater facilities that need to be as-built, operated and how to maintain them after the Project is constructed.

Consultant shall prepare one (1) Operation and Maintenance ("O&M") Manual, one for each stormwater facility anticipated for the Project.

Consultant Deliverables and Schedule:

Consultant shall provide:

- One copy of the Draft O&M manual in PDF format due with Advanced Plans.
- One copy of the Final O&M manual in PDF format due with Final Plans.

Task 7.8 Temporary Water Management Design [(RESERVED)]

The purpose of this task is to prepare temporary water management design recommendations, special provisions, and plan for inclusion in the construction documents.

Consultant shall:

- Identify the construction activities requiring temporary water management
- Determine the timeframe for which each temporary water management effort will need to be in place (often the in-water work period)
- Summarize the requirements for temporary water management due to the chosen environmental permitting method
- Prepare a plan and special provisions for flow and sediment control of surface water and groundwater seepage during construction activities based on site conditions.

Consultant Deliverables and Schedule:

Information from this task shall be incorporated into report deliverables as described in Subsection E.1, Task 7.6, and Consultant shall provide:

- Preliminary temporary water management design plans, specifications, and cost estimate included in Preliminary PS&E submittal (Task 15.1)
- Advance temporary water management design plans, specifications, and cost estimate included in Advance PS&E submittal (Task 15.2)
- Final temporary water management design plans, specifications, and cost estimate included in Final PS&E Package submittal (Task 15.3)

19. Under TASK 8 - TRAFFIC ENGINEERING & MANAGEMENT, add the following new tasks:

Task 8.4 Permanent Signing [(RESERVED)]

Consultant shall prepare plans, specifications, and construction cost estimates for the permanent signing associated with the proposed improvements. The design must be completed in accordance with applicable MUTCD and Marion County standards.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Preliminary Permanent Signing plans, specifications, and cost estimate included in Preliminary PS&E submittal (Task 15.1)
- Advance Permanent Signing plans, specifications, and cost estimate included in Advance PS&E submittal (Task 15.2)
- Final Permanent Signing plans, specifications, and cost estimate included in Final PS&E Package submittal (Task 15.3)

Task 8.5 Permanent Pavement Markings [(RESERVED)]

Consultant shall prepare plans, specifications, and construction cost estimates for the permanent pavement markings associated with the proposed improvements. The design must be completed in accordance with applicable MUTCD and Marion County standards.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Preliminary Permanent Pavement Marking plans, specifications, and cost estimate included in Preliminary PS&E submittal (Task 15.1)
- Advance Permanent Pavement Marking plans, specifications, and cost estimate included in Advance PS&E submittal (Task 15.2)
- Final Permanent Pavement Marking plans, specifications, and cost estimate included in Final PS&E Package submittal (Task 15.3)

Task 8.9 Final Traffic Control Plans (TCPs)

Consultant shall prepare and submit PS&E for temporary traffic control to accommodate the public during construction. Plans and specifications shall be developed to accommodate vehicle, bicycle and pedestrian traffic during construction.

Consultant's TCPs shall indicate such elements as traffic control sequencing, work zone limits, transitions, traffic control devices, signage, detours and staging cross sections (where applicable), and work zone details for vehicles, bicycles and pedestrians.

TCPs must meet MUTCD and Marion County requirements.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Preliminary TCPs, specifications, and cost estimate included in Preliminary PS&E submittal (Task 15.1)
- Advance TCPs, specifications, and cost estimate included in Advance PS&E submittal (Task 15.2)
- Final TCPs, specifications, and cost estimate included in Final PS&E Package submittal (Task 15.3)

20. Under **TASK 10 - ROADWAY DESIGN**, add the following new task:

Task 10.2 Final Roadway Design Plans

Consultant shall prepare Preliminary Plans (60%), Advanced Plans (90%), and Final Plan (100%) submittals. The deliverables must include all the plan sheets required in the Final PS&E submittal (see Task 15).

Consultant Deliverables and Schedule:

Consultant shall provide:

- Preliminary roadway plans, specifications, and cost estimate included in Advance PS&E submittal (Task 15.1)
- Advance roadway plans, specifications, and cost estimate included in Advance PS&E submittal (Task 15.2)
- Final roadway plans, specifications, and cost estimate included in Final PS&E Package submittal (Task 15.3)

21. Delete **TASK 11 - STRUCTURE DESIGN (RESERVED)** in its entirety.

22. Immediately following the heading **TASK 14 - RIGHT OF WAY (ROW)**, insert the following language and heading:

Consultant shall conduct the ROW activities for all properties in accordance with the most current version of the following:

- ODOT Right of Way Manual
- ODOT Guide to Appraising Real Property
- ORS 35, with reference to the "Uniform Appraisal Standards for Federal Land Acquisitions"
- Federal Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (Uniform Act), as amended
- All other applicable laws, rules, and regulations

Consultant shall track status for all parcel files to be acquired for ROW purposes in the format provided by County.

For estimating purposes, 1 file is anticipated for this Project.

Task 14.1 Right of Entry

23. Under TASK 14 - RIGHT OF WAY (ROW), add the following new tasks:

Task 14.1 Title Reports

Consultant shall obtain one (1) title report and review the title reports for issues that need to be resolved before or at closing.

Consultant Deliverables and Schedule:

Consultant shall provide:

- One (1) Preliminary title report delivered to the CPM in accordance with the schedule developed in Task 1.2.

Task 14.2 Real Estate Appraisals

Consultant shall produce real estate appraisals in accordance with the ODOT Right-of-Way Manual and the Uniform Relocation Act for each parcel identified for which a property interest is to be acquired. Consultant will then provide the County with one copy of each real estate appraisal.

Consultant Deliverables and Schedule:

Consultant shall provide:

- One (1) real estate appraisal delivered to the CPM in accordance with the schedule developed in Task 1.2.

Task 14.3 Appraisal Review

Consultant shall hire an independent review appraiser to review the completed appraisal. Consultant will prepare a Memorandum of Just Compensation and obtain the County's agreement to just compensation as determined by the appraisal process. Documentation of independent review appraisal will be provided to the County.

Consultant Deliverables and Schedule:

Consultant shall provide:

- One (1) real estate appraisal review to the CPM in accordance with the schedule developed in Task 1.2.

Task 14.4 Acquisitions

Consultant shall conduct negotiations, on behalf of the County, for the acquisitions in accordance with County acquisition guidelines and applicable State and Federal law.

Consultants shall compile and/or prepare all essential documents to be submitted to owners and tenants as required by the Federal Uniform Act and State Law. These include, but are not limited to project information letters, acquisition and relocation brochures, offer-benefit letters, acquisition

summary statements, copy of appraisal, map of acquisition (if not included in appraisal), and County's deed or easement documents. Consultant shall make all offers in person or by certified mail.

Consultant shall:

- Present offer to property owner using 40-day format for purchases under ORS 35.
- Provide property owner with a copy of the appraisal.
- Provide written documentation of conversations with owners and tenants during negotiations.
- Prepare obligation agreements for items not included on construction plans (need to be preapproved by the County).
- Obtain taxpayer identification number (W-9).
- Provide completed file to the County.
- Make every reasonable effort to acquire the property expeditiously by negotiation. Property owners must be given reasonable opportunity to consider the offer and present material the owner believes is relevant to determining the value of the property. Consultant shall conduct negotiations for acquisition of real property in accordance with applicable County, State and Federal law as related to voluntary and involuntary acquisitions.
- Not take any coercive action in order to induce an agreement on the price to be paid for the property (49 CFR 24.102(h)).

Assumptions

- County will provide formats of documents to be used for acquisition.
- No relocation activity is anticipated.

Consultant Deliverables and Schedule:

Consultant shall provide:

- One (1) completed negotiation packet with documents for final closing.
- If negotiations do not result in an agreement, the Consultant is to submit a "recommendation for condemnation" packet to the County for further action.

Task 14.6 Right of Way Status updates

Develop a Right-of-Way Status Report and update and submit to County on a monthly basis.

Consultant Deliverables and Schedule:

Consultant shall provide:

- One (1) Right-of-Way Status Report and update and submit to County on a monthly basis after DAP.

24. Under the heading **TASK 15 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) [(RESERVED)]**, add the following language and new tasks:

Consultant shall prepare 60%, 90%, and Final plan sheets according to the following table:

Table 15

<u>Name of Sheet</u>	<u>Scale</u>	<u>Estimated # of Sheets</u>
Title sheet	N/A	1
Index of Sheets	N/A	1
Plan Sheet Layout	N/A	1
Typical sections	N/A	4
Details	Var	8
Temporary protection and direction of traffic (including bicycle and pedestrian traffic)	Var	6

Construction staging	NTS	1
Roadway plans	60	3
Roadway profiles	60	3
Drainage plan/profiles	60	3
Erosion control	60	5
Drainage details	Var	3
Pipe data sheet	NTS	1
Sign and striping plans	60	3

Task 15.1 Preliminary PS&E (60%)

Consultant shall prepare preliminary (60%) documents for the Project incorporating comments from DAP review (Phase 1, Task 13).

Consultant shall prepare drawings, per Table 15 above and:

- Reference Agency standard drawings and details.
- Prepare the Special Provisions Document Assembly form.
- Prepare construction cost estimate quantities and unit costs utilizing Agency standard bid items. Consultant shall prepare the estimate to include mobilization, contingency, and construction engineering (the percentages will be agreed to by both parties). The estimate must be based on unit prices utilizing ODOT and Consultant's historical bid information.

Consultant shall perform discipline-specific quality control (QC) checking and an independent senior review of the Preliminary PS&E deliverables in accordance with the PQP and shall utilize the sign-off process as described in Consultant's Quality Management Plan (QMP) prior to submission of Preliminary PS&E to the County.

Consultant shall address comments received and communicate with the County the proposed resolution to the comments. Consultant shall provide written response to address review comments received from the County on the DAP submittal.

Consultant Deliverables and Schedule:

Consultant shall submit the following to the County according to the Project schedule developed in Task 1.2.

- Preliminary Plans (PDF)
- Special Provisions Document Assembly Form (PDF)
- Preliminary Construction Cost Estimate in Excel/Table format (PDF)
- Preliminary PS&E Review Comment Log with initial responses to the County within 2 weeks of receipt of comments.

Task 15.2 Advance PS&E (90%)

This task includes preparation of advance plans, Special Provisions, construction cost estimate, risk assessment, and quality control reviews, as well as incorporating comments from previous reviews.

Note: For the bid package, Consultant will provide the plans, estimate (for the bid schedule), and technical specifications. County will provide the front-end contractual items (like the 100's) and assemble the bid package for advertising.

Advance Plans:

Consultant shall prepare drawings, per Table 15 above and reference Agency standard drawings and details, and other related drawings.

Advance Special Provisions:

Consultant shall update Project Special Provisions based on changes and clarifications to the Project design, as determined at DAP and in accordance with 2021 *Oregon Standard Specifications for Construction as amended* and ODOT *Specification and Writing Style Manual*. Consultant shall prepare the Special Provisions to the 90% level (the "Advance Special Provisions") in MS Word utilizing "Track Changes".

The Advance Special Provisions must incorporate the ODOT's boilerplate Special Provisions corresponding with the Project Bid Date. If a bid date has not been identified, Consultant shall use the most current boilerplate Special Provisions. Boilerplates, by bid date, can be found at the following website: http://www.oregon.gov/ODOT/HWY/SPECS/Pages/Boilerplate_Special_Provisions.aspx

Advance Cost Estimate:

Consultant shall update the construction cost estimate quantities and unit costs utilizing Agency standard bid items to support the Advance Plans (the "Advance Cost Estimate"). Consultant shall prepare the estimate to include mobilization, contingencies, and construction engineering. The estimate must be based on unit prices utilizing County, ODOT and Consultant historic bid information.

Construction Schedule:

Consultant shall prepare a construction schedule, using the Critical Path Method (MS Project and PDF format) that outlines a reasonable Project construction sequence and time frames. The schedule must include anticipated material lead times, Project milestones and anticipated construction phasing and staging.

Advance PS&E Revisions/Corrections:

The County will submit a single electronic file of Advance PS&E Comment Log review comments to Consultant.

Consultant shall perform discipline-specific quality control (QC) checking and an independent senior review of the Advance PS&E deliverables in accordance with the PQP and shall utilize the sign-off process as described in Consultant's QMP prior to submission of Advance PS&E to the County.

Consultant shall address comments received and communicate with the County the proposed resolution to the comments. Consultant shall provide written response to address review comments received from the County on the Advance PS&E.

Consultant Deliverables and Schedule:

Consultant shall submit the following to the County following the CPM's written approval (e-mail acceptable) of the Preliminary Plans (60%) (Task 15.1) per Project schedule developed in Task 1.2.

- Advance Plans (PDF)
- Advance Special Provisions in electronic format (MS Word, utilizing "Track Changes")
- Advance Construction Cost Estimate in electronic format (Excel and PDF)
- Construction schedule in electronic format (MS Project format and PDF)
- Comment response log for plans and specifications (In an Excel document)

Task 15.3 Final PS&E Package (100%)

This task includes preparation of the Final PS&E package for bidding purposes. The final plans, Special Provisions, and construction cost estimate must incorporate all revisions agreed to and documented on the Advance PS&E Comment Log (Task 15.2).

Consultant shall perform discipline-specific quality control (QC) checking and an independent senior review of the Final PS&E deliverables in accordance with the PQP and shall utilize the sign-off process as described in Consultant's QMP prior to submission of Final PS&E to the County. The review sign-off page will be maintained in the project file and submitted upon request. Consultant shall review sub-consultant deliverables for appropriateness related to Project description and scope prior to submitting to County.

Consultant shall coordinate with the CPM to ensure all deliverables required by the County for bidding are provided in a timely manner.

County will review final plan sheets and note any final revisions needed prior to preparation and submittal of Professional of Record (POR)-signed Final Plans within 2 weeks of receipt of documents from Consultant. Consultant shall incorporate final revisions into POR-signed Final Plans.

Consultant Deliverables and Schedule:

Consultant shall submit the following to CPM in accordance with the Project schedule developed in Task 1.2:

<u>Description</u>	<u>To County</u>
	<u>Electronic</u>
<u>Un-signed Final Design Plans (11 x 17)</u>	<u>PDF</u>
<u>Project Special Provisions</u>	<u>Word & PDF</u>
<u>POR Certification with all Special Provisions sections stamped</u>	<u>PDF</u>
<u>Cost Estimate</u>	<u>PDF & Excel</u>
<u>CPM Construction Schedule (11 x 17 in color)</u>	<u>PDF</u>
<u>NEPA Approval Documentation (delivered under Task 3)</u>	<u>PDF</u>
<u>ROW Certification (delivered under Task 14)</u>	<u>PDF</u>
<u>Utilities Certification (delivered under Task 5)</u>	<u>PDF</u>

Consultant shall submit the following to CPM, no later than 2 weeks of receipt of comments on Draft Final Plans from the County:

- POR-signed Final Plans in PDF format
- Completed QA/QC documentation within one (1) week of request by the County.

25. Under the heading TASK 16 - BID AND AWARD ASSISTANCE [(RESERVED)], add the following language and new tasks:

This task includes the preparation of addenda, as needed, and responding to questions during the bidding phase. Consultant shall respond to questions from County and Construction Contractors about the plans and specifications during the bidding process.

Note: It is assumed the County will advertise the project for bids, distribute bid packages to bidders, conduct the bid opening, and provide a tabulation of the bid results to Consultant. Consultant will assist County with evaluation of those bids and provide recommendations for any anomalies or irregularities as requested by CPM. During bidding, the CPM will be responsible to receive and respond to bidders question directly. Consultant shall provide responses to technical questions as requested by County.

Task 16.1 Questions During Bidding

Consultant's Project Manager, or Consultant's designee(s) approved by County, shall assist County with questions regarding the bid documents and bid process. Consultant shall respond to all questions in writing within 3 day(s) to County Project Manager.

Consultant shall, during the bidding process, assist the County with the communications with Construction Contractors and suppliers in a manner that assures that no Construction Contractor or supplier is provided with information not in the bidding documents and that could provide a bidding advantage or disadvantage. Consultant shall prepare a written log to document conversations and questions asked by construction contractors or suppliers and the answers provided to the County. Consultant shall maintain the written log in the project file and provide upon request of the CPM.

Consultant Deliverables and Schedule**Consultant shall provide:**

- Written log of conversations, questions and answers, provided to CPM upon request.

Task 16.2 Addenda to the Bid Documents (CONTINGENCY TASK)

This task identifies specific deliverables that the County, at its discretion, may elect to authorize Consultant to produce. Consultant shall only complete this Task 16.2 and the identified deliverables if written (email acceptable) NTP is issued by the County.

Consultant shall prepare up to 2 bid addenda to provide interpretation of construction documents.

If County chooses to authorize this work, Consultant shall submit Addendum documents within 5 calendar days from NTP unless a different timeframe is agreed to and stated in the NTP. Consultant shall prepare and deliver the addenda text in a Microsoft Word file. Consultant shall prepare and deliver stamped drawings in PDF format. Consultant shall coordinate reviews of addenda by CPM prior to submittal. Consultant shall not be responsible for distributing addenda to bidders. County will issue and distribute all addenda.

Consultant Deliverables and Schedule:**Consultant shall provide:**

- Bid document addenda; stamped PDF drawings; or special provision revisions

26. In Section F. CONTINGENCY TASKS, modify the Contingency Task Summary Table as follows:

Contingency Task Description	NTE for Each	Max Quantity	Method of Comp.	Total NTE Amount	Fixed Fee
2.3.1 Supplemental Topographic Data Collection and Mapping	\$ 5,362.79	1	T&M	\$5,362.79	N/A
3.4.2.1 Shoulder Material Investigation Work Plan and Health Safety Plan	\$ 1,390.00	1	T&M	\$1,390.00	N/A
3.4.2.2 Sample Collection and Reporting	\$29,543.00	1	T&M	\$29,543.00	N/A
<u>7.7 Stormwater Operation and Maintenance (O&M) Manual</u>	<u>\$2,630.86</u>	<u>1</u>	<u>T&M</u>	<u>\$2,630.86</u>	<u>N/A</u>
[11.1 DAP Retaining Wall Alternatives, Analysis and Preliminary Design]	[\$36,252.79]	[1]	[T&M]	[\$36,252.79]	[N/A]
<u>16.2 Addenda to the Bid Documents</u>	<u>\$5,222.20</u>	<u>1</u>	<u>T&M</u>	<u>\$5,222.20</u>	<u>N/A</u>
Total NTE For All Contingency Tasks:				[\$72,548.58] \$44,148.85	
Total For Any Contingency Fixed-Fee Amounts:					\$ 0
Total NTE for Contingency Cost (and Fixed-Fee Amounts, if any):				[\$72,548.58]	\$44,148.85

END OF REVISIONS TO EXHIBIT A - STATEMENT OF WORK

27. Change Exhibit B, Section A(1) as follows: The dollar amount for Phase 1 T&M non-contingency Services is [\$710,042.82] \$1,108,758.91.

28. Change the first sentence of the last paragraph in Exhibit B, Section L as follows: The final BOC for Phase 1 Services (dated April 17, 2020 for the original Contract, September 17, 2020 for Amendment 1 and May 19, 2022 for Amendment 2) is not physically attached but is incorporated into this Contract by this reference with the same force and affect as though fully set forth herein.

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

D. Amendment Information Table:

Project Title: North Fork Road Slide Stabilization	City Project Number: 104678
Project Location: Eastern Marion County Near Mehema	Associated RFP Number: PW645-19
Federal Aid Number: 1517414709601	No DBE Goal
• Prior total Not-to-Exceed ("NTE") amount for this Contract (including any previous amendments and contingency amounts).	\$ 802,562.92
• Net amount for this Amendment	\$ 370,316.36
• Total Not-to-Exceed ("NTE") amount for this Contract. This total includes: a) all allowable costs and expenses, profit, and fixed-fee amount, if any; and b) \$44,148.85 for contingency tasks, each of which must be separately authorized by County.	\$ 1,172,879.28

CONSULTANT CERTIFICATIONS

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

- Consultant has provided its correct TIN to County;
- Consultant is not subject to backup withholding because (a) Consultant is exempt from backup withholding, (b) 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 (c) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; and
- 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; 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:

- Consultant has read this Amendment, understands it, and agrees to be bound by its terms and conditions.
- Consultant understands and agrees that various documents are not physically attached, but are incorporated by reference and have the same force and effect as if fully set forth herein.
- Consultant understands and has provided to all Associates the COI Disclosure Form available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>. Consultant and (to the best of the undersigned's information, knowledge and belief) Consultant's Associates are in compliance with the disclosure requirements of the COI Disclosure Form and have no conflicts of interest to disclose. If disclosures regarding this Amendment or the related Project are required per the COI Disclosure Form, Consultant has made such disclosures to City on a properly prepared and submitted form and, if determined necessary by City or ODOT, a mitigation plan has been approved by City and ODOT.
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." in accordance with its instructions.
 - (c) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(d) Consultant shall require that the language of this certification be included in all subcontracts in excess of \$100,000 at all tiers and that all such subcontractors shall certify and disclose accordingly.

- Consultant is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779.
- In the event that Consultant is a general partnership or joint venture, Consultant signature(s) on this Amendment constitutes certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

This Amendment shall not become effective and no Payment shall be made for Services that are performed before all necessary governmental approvals have been obtained, the Amendment is fully executed, and Notice-To-Proceed has been issued by County.

Counterparts: The Amendment may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Amendment so executed shall constitute an original.

DOWL, LLC. SIGNATURE(S)

DocuSigned by:
 Signature: Larry Fox Date: 7/11/2022
C874958D4D06432...
 Name: Larry Fox Title: Chief operating officer
 Signature: _____ Date: _____
 Name: _____ Title: _____

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Don B... 6/29/2022
 Chair Date
Columbillo 6/29/2022
 Commissioner Date
Ki Can 6.29.2022
 Commissioner Date

DocuSigned by:
 Authorized Signature: Brian Nicholas 6/13/2022
0793BA7ACD6D443...
 Department Director or designee Date
 DocuSigned by:
 Authorized Signature: Jan Fritz 6/13/2022
DC163512A8DE1ED...
 Chief Administrative Officer Date
 DocuSigned by:
 Reviewed by Signature: James C. Vetto 6/13/2022
D0CFC5B0489F483...
 Marion County Legal Counsel Date
 DocuSigned by:
 Reviewed by Signature: Camber Schlag 6/13/2022
C5B2F3DF257F444...
 Marion County Contracts & Procurement Date

**AMENDMENT NO. 1 TO
CONTRACT NO. PW-3425-20**

1. This is Amendment No. 1 to Contract No. PW-3425-20 (as amended from time to time) between Marion County, hereafter called County, and DOWL, LLC, which the Parties agree is synonymous with the defined term "Contractor" or "Consultant" as referenced in the Contract.

2. The Contract is hereby amended as follows:

The Statement of Work is amended to add work related to geotechnical drilling and explorations as follows:

Task 6.3 Subsurface Field Explorations is amended to add traffic control as follows:

A. Add the following language immediately prior to the word "Assumptions":

Consultant shall provide all required temporary traffic control measures (in accordance with Standard Specification Section 00225), including signs, cones and flaggers, during any drilling or exploration activities that obstruct the roadway.

B. Under "Assumptions", delete the third bulleted item that begins with "Traffic control ...".

C. Add the following to "Consultant Deliverables and Schedule":

- Signed daily "Traffic Control Inspection Report" for each day traffic control is in place, submitted (in .pdf format) to CPM on a weekly basis.

Task 14 Right of Way (ROW) is amended for added right-of-entry documents as follows:

A. Replace the third bulleted item under "Consultant shall" with the following:

Prepare, negotiate, and obtain property owner signatures for temporary right-of-entry documents for the purposes of environmental and geotechnical studies for three (3) files. Consultant shall use template provided by County.

B. Under "Consultant Deliverables and Schedule", replace the first bulleted item with the following:

- Three (3) executed Right of Entry forms submitted (in .pdf format) to the CPM in accordance with the project schedule developed in Task 1.2.

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

4. Amendment Information Table:

Project Title: North Fork Road Slide Stabilization		County Project Number: 104678	
Project Location: Eastern Marion County near Mehema		Associated RFP Number: PW645-19	
Federal Aid Number: 1517414709601		No DBE Goal	
A. Prior total Not-to-Exceed ("NTE") amount for this Contract (including any previous amendments and contingency amounts).			\$ 782,591.40
B. Net amount for this Amendment			\$ 19,971.52
C. Total Not-to-Exceed ("NTE") amount for this Contract. This total includes: a) all allowable costs and expenses, profit, and fixed-fee amount, if any; and b) \$72,548.58 for contingency tasks, each of which must be separately authorized by County.			\$ 802,562.92

CONSULTANT CERTIFICATIONS

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

- (1) Consultant has provided its correct TIN to County;
- (2) Consultant is not subject to backup withholding because (a) Consultant is exempt from backup withholding, (b) 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 (c) 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; 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) Consultant has read this Amendment, understands it, and agrees to be bound by its terms and conditions.
- (2) Consultant understands and agrees that various documents are not physically attached, but are incorporated by reference and have the same force and effect as if fully set forth herein.
- (3) Consultant understands and has provided to all Associates the COI Disclosure Form available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>. Consultant and (to the best of the undersigned's information, knowledge and belief) Consultant's Associates are in compliance with the disclosure requirements of the COI Disclosure Form and have no conflicts of interest to disclose. If disclosures regarding this Amendment or the related Project are required per the COI Disclosure Form, Consultant has made such disclosures to County on a properly prepared and submitted form and, if determined necessary by County or ODOT, a mitigation plan has been approved by County and ODOT.
- (4) (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
(c) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
(d) Consultant shall require that the language of this certification be included in all subcontracts in excess of \$100,000 at all tiers and that all such subcontractors shall certify and disclose accordingly.
- (5) Consultant is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779.
- (6) In the event that Consultant is a general partnership or joint venture, Consultant signature(s) on this Amendment constitutes certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

This Amendment shall not become effective and no Payment shall be made for Services that are performed before all necessary governmental approvals have been obtained, the Amendment is fully executed, and Notice-To-Proceed has been issued by County.

Counterparts: The Amendment may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Amendment so executed shall constitute an original.

DOWL, LLC. SIGNATURE(S)

Signature:  Date: 9 SEPT 2020

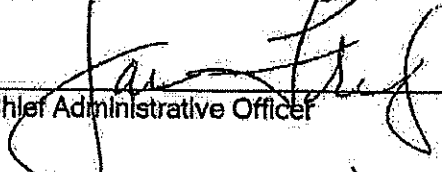
Name: AUSTIN Bunn Title: Manager

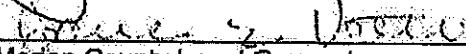
Signature: _____ Date: _____


Name: _____ Title: _____

MARION COUNTY SIGNATURES:

Authorized Signature:  9/28/2020
Department Director or designee Date

Authorized Signature:  10/1/2020
Chief Administrative Officer Date

Reviewed by Signature:  10/1/2020
Marion County Legal Counsel Date

Reviewed by Signature:  9/20/20
Marion County Contracts & Procurement Date

ENGINEERING AND RELATED SERVICES CONTRACT

Contract Number: PW-3425-20

Project Title: North Fork Road Slide Stabilization	County Project Number: 104678
Project Location: Eastern Marion County near Mehama	Associated RFP Number: PW645-19
Federal Aid Number: 1517414709601	No DBE Goal
Total Not-to-Exceed ("NTE") amount for this Contract. This total includes: a) all allowable costs and expenses, profit, and fixed-fee amount, if any; and b) \$72,548.58 for contingency tasks, each of which must be separately authorized by County.	\$ 782,591.40

This Contract is between Marion County, hereafter called "County" and DOWL, LLC, an Alaska Limited Liability Company, hereafter called "Consultant." County and Consultant together are also referred to as "Parties" and individually referred to as "Party." The primary contacts for this Contract are identified in Exhibit J, Contact Information and Key Persons.

This Contract includes Federal Highway Administration ("FHWA") funding coordinated through the Western Federal Lands Highway Division. See Section 18 - Compliance with Applicable Law.

For purposes of this Contract:

- a) "business days" means calendar days, excluding Saturdays, Sundays and all State of Oregon recognized holidays;
- b) "calendar days" means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State of Oregon holiday or other day;
- c) "Engineering" Services means architectural, engineering, photogrammetric mapping, transportation planning or land surveying services that must be procured using qualifications based selection procedures [see ORS 279C.100 and ORS 279C.110]; and
- d) "Related Services" has the meaning provided in ORS 279C.100.

TERMS AND CONDITIONS

Contract Effective Date and Term. This Contract is effective on the date it has been signed by the parties and all required approvals have been obtained. No work or compensation under the Contract is authorized until notice to proceed has been issued in writing (email acceptable) by the County. Unless otherwise amended or terminated, this Contract shall expire June 30, 2022.

2. Statement of Work. Consultant shall perform all Services and deliver all deliverables as described in Exhibit A, Statement of Work (the "Services"). The required schedule for performance under the Contract is specified in the Statement of Work.

3. Compensation. The maximum NTE amount, which includes the total of all allowable and reimbursable costs and expenses (and contingency tasks, if any) payable to Consultant under this Contract, is set forth in the table above and detailed further in Exhibit B, Compensation. County reserves the right, in its sole discretion, to amend this Contract to increase this amount for additional Services within the scope of the procurement. If this Contract was awarded as a Direct Appointment/Small Purchase, amendments to increase the maximum amount payable are subject to limitations and additional requirements as set forth in applicable Federal, State and local laws. The payment methodology and basis for payment to Consultant is described in Exhibit B, Compensation. Consultant and any subconsultants are subject to the requirements and limitations of 48 CFR Part 31 - Contract Cost Principles and Procedures.

4. Contract Exhibits. This Contract includes the following exhibits, each of which is incorporated into this Contract as though fully set forth herein:

- Exhibit A - Statement of Work
- Exhibit B - Compensation
- Exhibit C - Insurance
- Exhibit D - Title VI Non-Discrimination Provisions

- Exhibit E - Disadvantaged Business Enterprise ("DBE") Provisions (RESERVED)
- Exhibit E.1 - Disadvantaged Business Enterprise (DBE) Provisions, No-Goal (RESERVED)
- Exhibit F - Special Terms & Conditions (RESERVED)
- Exhibit G - Aerial Photograph of Work Area
- Exhibit H - RESERVED
- Exhibit I - Errors & Omissions ("E&O") Claims Process
- Exhibit J - Contact Information and Key Persons

5. Order of Precedence. Unless a different order is required by law, this Contract shall be interpreted in the following order of precedence: this Contract (including all amendments, if any) less all Exhibits, attachments and other documents/information incorporated into this Contract, then the Statement of Work and Payment Schedule, then all other Exhibits, then any other attachments or documents/information incorporated into this Contract by reference.

6. Independent Contractor; Conflict of Interest; Responsibility for Taxes and Withholding; Consultant Oversight.

- a. Consultant, by its signature on the Contract, certifies that it is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779, which is available at the following link: <https://www.irs.gov/pub/irs-pdf/p1779.pdf>. Consultant shall perform all required Services as an independent contractor. Although County reserves the right (i) to determine the delivery schedule (as mutually acceptable to County and Consultant) for the Services to be performed and (ii) to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant is not an "officer", "employee", or "agent" of County, as those terms are used in ORS 30.265.
- b. Consultant, by its signature on the Contract, certifies that: (i) Consultant and, to the best of its information, knowledge and belief, its Associates have made any disclosures required under the COI Disclosure Form (available at: https://www.oregon.gov/ODOT/Business/Procurement/DocsLPA/COI_LPA.docx) or any applicable law; and (ii) if a conflict of interest is discovered during the term of the Contract, Consultant shall timely submit a COI Disclosure Form to County disclosing the conflict(s).
- c. Consultant shall be responsible for all Federal or State of Oregon ("State") taxes applicable to compensation or payments paid to Consultant under the Contract and, unless Consultant is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Consultant's Federal or State tax obligations. Throughout the duration of the Contract, Consultant shall submit an updated W-9 form (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) to County whenever Consultant's backup withholding status or any other information changes. Consultant is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Consultant under the Contract, except as a self-employed individual.
- d. Consultant shall not be responsible for or have control over the means, manner, methods or techniques required of or used by other consultants or contractors under contract with County, unless otherwise expressly agreed to in writing by the Parties. The Parties agree, however, that these Section 6.d. provisions do not in any way revise or adjust Consultant's professional responsibility to report to County any information that comes to Consultant's attention (during performance of this Contract) pertaining to a project, or to performance by other consultants or contractors on a project, that would adversely affect County or a particular project.

7. Subcontracts and Assignment; Successors and Assigns

- a. Consultant shall obtain County's written consent prior to entering into any subcontracts for any of the Services required by the Contract, or in any manner assigning, selling or transferring any of its rights or interest under the Contract or delegate any of its duties or performance under the Contract. In addition to any other provisions County may require, Consultant shall include, in any permitted subcontract under the Contract, contractual provisions that shall require any subcontractor (which may also be referred to as "subconsultant") to comply with Sections 9, 10, 11, 12, 13, 16, 17, 18, 19, 23, 27 and 29 of these Contract provisions, the limitations of Exhibit B - Compensation, Exhibit D - Title VI Nondiscrimination Provisions, and the requirements and sanctions of ORS Chapter 656, Workers' Compensation, in the performance of the subcontractor's Services on the project that is the subject of the Contract, as if the subcontractor were the Consultant. County's consent to any subcontract shall not relieve Consultant of any of its duties

or obligations under the Contract, including with respect to any Services, whether performed or to be performed by Consultant or a subcontractor.

- b. The provisions of the Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and permitted assigns, if any.
- c. Any purported assignment, delegation or disposition in violation of subsection "a." above is void.

8. Third Party Beneficiaries. The Federal Highway Administration (FHWA) through the Western Federal Lands Highway Division is the intended third-party beneficiary of the Contract. Otherwise, there are no third-party beneficiaries of the Contract.

9. Representations and Warranties. Consultant represents and warrants to County that (i) Consultant has the power and authority to enter into and perform the Contract, (ii) the Contract, when executed and delivered is a valid and binding obligation of Consultant, enforceable in accordance with its terms, (iii) the Services under the Contract will be performed in accordance with the professional standard of care set forth in Section 10 below; (iv) Consultant is duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, is duly qualified and professionally competent to perform the Services; and (v) Consultant is an experienced firm having the skill, legal capacity, professional ability and resources necessary to perform all the Services required under the Contract. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

10. Professional Standard of Care; Responsibility of Consultant; Design Within Funding Limit

a. Professional Standard of Care.

Consultant shall perform all Services under the Contract in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline when performing similar services under similar circumstances, taking into consideration the contemporary state of the practice and the project conditions.

b. Responsibility of Consultant.

- (i) Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other Services furnished by Consultant under the Contract. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications and other Services.
- (ii) County's review, approval or acceptance of, or payment for, the Services required under the Contract shall not be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of the Contract, and Consultant shall be and remain liable to County in accordance with applicable law for all damages to County caused by Consultant's negligent performance of any of the Services furnished under the Contract or negligent failure to perform any of the Services under the Contract.
- (iii) The rights and remedies of County provided for under the Contract are in addition to any other rights and remedies provided by law.
- (iv) If Consultant is comprised of more than one legal entity (for example, a joint-venture or partnership), each such entity shall be jointly and severally liable under the Contract.

c. Design Within Funding Limit.

When the Services under the Contract include preparation of design plans for the project:

- (i) Consultant shall accomplish the design Services required under the Contract so as to permit construction of the project within County's budget for construction. **County's budget for construction of the project is \$5,570,000.** Consultant shall promptly advise County's Contract Administrator if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable project within these limitations. Upon receipt of such information, the Contract Administrator will review Consultant's revised estimate of construction cost. County may, if it determines that the estimated construction contract price set forth in this Section is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in this Section, or County may adjust such estimated construction contract price.
- (ii) Prior to releasing the bid for the construction contract, County will prepare an estimate of constructing the design submitted. If County's estimator(s) determines Consultant's design exceeds County's budget for the construction contract as set forth in Section (i) above (and as may be revised per

Section (i) above}, then Consultant shall perform such redesign and other Services as are necessary to permit contract award within the funding limitation. These additional Services shall be performed at no increase in the price of the Contract. However, Consultant shall not be required to perform such additional Services at no cost to County if Consultant's design exceeds County's budget {as set forth in Section (i) above} as a result of conditions beyond Consultant's reasonable control.

11. Ownership of Work Product

a. **Definitions.** The following terms have the meanings set forth below:

- (i) "Consultant Intellectual Property" means any intellectual property owned by Consultant and developed independently from the Contract.
- (ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than County or Consultant.
- (iii) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item, and all intellectual property rights therein, that Consultant is required to deliver to County pursuant to the Contract.

b. **Work Product.** All Work Product created by Consultant pursuant to the Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of County. County and Consultant agree that Work Product that constitutes original works of authorship (the "Original Work Product") is "work made for hire" of which County is the author within the meaning of the United States Copyright Act. If for any reason Original Work Product created pursuant to the Contract is not "work made for hire," Consultant hereby irrevocably assigns to County any and all of its rights, title, and interest in all Original Work Product created pursuant to the Contract, whether arising from copyright, patent, trademark, trade secret, or any other State or Federal intellectual property law or doctrine. Upon County's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Original Work Product in County. Consultant forever waives any and all rights relating to Original Work Product created pursuant to the Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. However, see Sections 11.c and 11.d immediately below, for provisions applicable to Consultant Intellectual Property, Third Party Intellectual Property, Consultant Intellectual Property derivative works and Third Party Intellectual Property derivative works.

c. **Consultant and Third Party Intellectual Property.** In the event that any Work Product is Consultant Intellectual Property or Third Party Intellectual Property (Consultant Intellectual Property or Third Party Intellectual Property that is applicable to the Services being performed by Consultant under the Contract or included in Work Product deliverable to County under the Contract), or in the event any Consultant Intellectual Property or Third Party Intellectual Property is needed by County to reasonably enjoy and use any Work Product, Consultant hereby agrees that it will grant to, or obtain for, the County an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Consultant Intellectual Property and or Third Party Intellectual Property, including the right of County to authorize contractors, consultants and others to do the same on County's behalf. This obligation of the Consultant does not apply to a situation involving a third party who enters a license agreement directly with the County. At the request of Consultant, County shall take reasonable steps to protect the confidentiality and proprietary interests of Consultant in any Consultant Intellectual Property licensed under this Section, within the limits of the Oregon Public Records Law (ORS 192.410 through 192.505) and the Oregon Uniform Trade Secrets Act (ORS 646.461 to 646.475).

d. **Consultant and Third Party Intellectual Property-Derivative Work.** In the event that Work Product created by Consultant under the Contract is a derivative work based on Consultant Intellectual Property or Third Party Intellectual Property, or is a compilation that includes Consultant Intellectual Property or Third Party Intellectual Property, Consultant hereby agrees to grant to, or obtain for, County an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of Consultant Intellectual Property or Third Party Intellectual Property employed in the Work Product, including the right of County to authorize others to do the same on County's behalf.

e. **Consultant Use of Work Product.** Notwithstanding anything to the contrary in this Section 11, Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless specified otherwise in Exhibit A - Statement of Work, County hereby grants to

Consultant a non-exclusive, non-transferable, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display County-owned Work Product on other unrelated projects, except for any "Confidential Information" protected from disclosure under the provisions of Section 12 below, pertaining to Confidentiality and Non-Disclosure.

12. Confidentiality and Non-Disclosure. Consultant and its subcontractors, and their respective employees and agents, shall keep confidential all information, in whatever form, produced, prepared, observed or received to the extent that such information is designated as confidential by the County, by law, or by this Contract. In the event Consultant is required to disclose Confidential Information pursuant to a subpoena or other legal process, Consultant shall immediately notify County of such subpoena or other legal process, provide County with copies of any subpoena, other legal process and any other written materials supporting the subpoena or other legal process, and otherwise cooperate with County in the event County decides to oppose the disclosure of the Confidential Information. In the event County decides not to oppose such subpoena or other legal process or County's decision to oppose the subpoena or legal process has not been successful, Consultant shall be excused from the confidentiality provisions of this Section, to the extent necessary to meet the requirements of the subpoena or other legal process controlling the required disclosure.

13. Indemnity

- a. **Claims for Other Than Professional Liability.** *Consultant shall indemnify, defend, save, and hold harmless the County, FHWA and their respective officers, members, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of the acts or omissions of Consultant or its subcontractors, or their respective agents or employees, under the Contract.*
- b. **Claims for Professional Liability.** *Consultant shall indemnify, defend, save, and hold harmless the County, FHWA and their respective officers, members, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of the professionally negligent acts, errors or omissions of Consultant or its subcontractors, or their respective agents or employees, in the performance of Consultant's professional services under the Contract.*
- c. **Indemnity for Infringement Claims.** *Without limiting the generality of section 13(a) or 13(b), Consultant expressly agrees to indemnify, defend, save and hold harmless the County, FHWA and their respective officers, members and their agencies, subdivisions, officers, directors, agents, and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, arising out of or relating to any claims that Consultant's services, the Work Product or any other tangible or intangible items delivered to the County by Consultant that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, County shall provide Consultant with prompt written notice of any infringement claim. Provided, however, Consultant shall not be obligated to indemnify, defend, save and hold harmless the County (or other entities identified above) under this section 13(c), based solely on the following: Consultant's compliance with County specifications or requirements, including, but not limited to the required use of tangible or intangible items provided by County.*
- d. **Defense Qualification.** *Neither Consultant nor any attorney engaged by Consultant shall defend or purport to defend a claim in the name of the County or FHWA without first receiving from the applicable entity, authority to act as legal counsel, nor shall Consultant settle any claim on behalf of the foregoing entities without the approval of these entities. The County or FHWA may, at their election and expense, assume their own defense and settlement.*
- e. **County's Acts or Omissions.** *This section 13 does not include indemnification by Consultant of the County and FHWA and their respective officers, members, agents and employees, for the acts or omissions of these entities and their respective officers, members, agents and employees, whether within the scope of the Contract or otherwise.*

14. Insurance. Consultant shall carry insurance as required on Exhibit C.

15. Termination

- a. **Termination by Mutual Consent.** The Contract may be terminated at any time, in whole or in part, by mutual written consent of the Parties.

- b. County's Right to Terminate for Convenience.** County may, at its sole discretion, terminate the Contract, in whole or in part, upon 30 calendar days prior written notice to Consultant.
- c. County's Right to Terminate for Cause.** County may terminate the Contract, in whole or in part, immediately upon written notice to Consultant or at such later date as County may establish in such notice, upon the occurrence of any of the following events:
 - (i) County fails to receive appropriations, limitations or other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments for Consultant's Services. Payments under this Contract and continuation of this Contract beyond the current biennium are subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available from current funding sources. The County may terminate this Contract, and Consultant waives any and all claims for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason the County's funding from local, state and/or federal sources is not appropriated or is withdrawn, limited or impaired;
 - (ii) Federal, State or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under the Contract are prohibited or County is prohibited from paying for such Services from the planned funding source;
 - (iii) Consultant no longer holds any license or certificate that is required to perform the Services; or
 - (iv) Consultant commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform the Services under the Contract within the time specified or any extension thereof, or so fails to perform the Services as to endanger Consultant's performance under the Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after County's notice to Consultant, or such longer period as County may specify in such notice.
- d. Consultant's Right to Terminate for Cause.**
 - (i) Consultant may terminate the Contract by giving written notice to County if County fails to pay Consultant pursuant to the terms of the Contract and if County fails to cure within 14 calendar days after receipt of Consultant's written notice, or such longer period of cure as Consultant may specify in such notice.
 - (ii) Consultant may terminate the Contract, for reasons other than nonpayment, if County commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform under the Contract within the times specified, or so fails to perform as to endanger Consultant's performance under the Contract, and such breach, default or failure is not cured within 14 calendar days after Consultant's notice to County, or such longer period as Consultant may specify in such notice.
- e. Remedies.**
 - (i) In the event of termination pursuant to Sections 15(a), 15(b), 15(c)(i), 15(c)(ii) or 15(d), Consultant's sole remedy (except as otherwise required by applicable State or Federal law) shall be a claim for payment of the satisfactory Services actually rendered up to the time of termination, less previous amounts paid and any claim(s) which State has against Consultant, except in the event of a termination under Section 15(c)(i) where no payment will be due and payable for Services performed or costs incurred after the last day of the current biennium. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay all excess to County upon demand.
 - (ii) In the event of termination pursuant to Section 15(c)(iii) or 15(c)(iv), County shall have any remedy available to it in law or equity. If it is determined for any reason that Consultant was not in default under Section 15(c)(iii) or 15(c)(iv), the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 15(b).
- f. Consultant's Tender Upon Termination/Retained Remedies of County.** Upon receiving a notice of termination of the Contract, Consultant shall immediately cease all activities under the Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of the Contract, Consultant shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon County's request, Consultant shall surrender to anyone County designates, all documents, information, research, works-in-progress, Work Product and other property, that are deliverables or would be deliverables had the Contract been completed, that are in Consultant's possession or control and may be needed by County to complete the Services.

16. Records Maintenance; Access. Consultant, and its subconsultants, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Consultant shall maintain all other records pertinent to the Contract and the project and shall do so in such a manner as to clearly document Consultant's performance. The County, FHWA and the Comptroller General of the United States (CGUS) and their respective, duly authorized representatives shall have access, and Consultant shall permit the aforementioned entities and individuals access, to such fiscal records and other books, documents, papers, plans and writings of Consultant that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts. Consultant shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Any cost data submitted by Consultant pursuant to this Contract may be shared with FHWA and CGUS, as necessary, for audit purposes. County and FHWA shall have the right to review or examine the work in progress for any Services performed under the Contract.

17. Performance Evaluations. County will conduct performance evaluation(s) on the Consultant and its subconsultants during the term of the Contract, which will be compiled and maintained by County, and become a written record of Consultant's performance. Generally, the performance evaluations will include criteria related to, but not limited to, quality and technical performance, adherence to contract scope and budget, schedule performance, and business relations (including communications and negotiations performance). County will provide a copy of the performance evaluation results to Consultant within 14 calendar days following completion. Consultant may respond, in writing, or may request a meeting to address any or all findings contained in the completed performance evaluation within 30 calendar days following receipt. County may adjust evaluation score(s) upon County's finding of good cause. County may provide copies of any performance evaluation documentation to FHWA, and other parties unless lawfully exempt from disclosure. County may use performance evaluation findings and conclusions in any way deemed necessary, including, but not limited to, corrective action, requiring submittal of performance improvement plan by Consultant and withholding of retainage. County and FHWA may use Consultant performance under previous contracts as a selection criterion for future contracts.

18. Compliance with Applicable Law. Consultant shall comply with all Federal, State and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Consultant's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Consultant or the Parties, and other circumstances then existing. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) the Clean Air Act (42 U.S.C. 7401-7671q); (v) the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387); (vi) Executive Order 11738; (vii) Environmental Protection Agency regulations (40 CFR part 15); (viii) and all applicable standards, orders, regulations and administrative rules established pursuant to the foregoing laws. County's performance under the Contract is conditioned upon Consultant's compliance with, and Consultant shall comply with, the obligations applicable to public contracts and intended for contractors under ORS 279C.520 and 279C.530, which are incorporated by reference herein. All rights and remedies available to County under applicable federal, state and local laws are also incorporated by reference herein and are cumulative with all rights and remedies under the Contract. If Consultant discovers a conflict among Federal, State and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, Consultant shall in writing request County to resolve the conflict (in collaboration with FHWA as applicable). Consultant shall specify if the conflict(s) create a problem for the design or other Services required under the Contract. If County concludes there is a conflict among the applicable laws, Federal laws shall govern among the others; State laws shall govern over the others except Federal. The resolution of the conflict of the applicable laws by County shall be final and not subject to further review or challenge.

19. Permits and Licenses

- a. **Permits and licenses to conduct business.** Unless otherwise specified in Exhibit A, Statement of Work, Consultant shall obtain, hold, maintain and fully pay for during the term of the Contract all permits and

licenses required by law for Consultant to conduct its business and perform the Services under the Contract.

- b. **Permits and licenses required for the project.** Unless otherwise specified in Exhibit A, Statement of Work, Consultant shall obtain, hold and maintain during the term of the Contract all permits and licenses required for the project (for example, permits from regulatory authorities and use permits or licenses from owners of real and personal property), but County shall pay for such permits and licenses. Consultant shall review the project site, if applicable, and the nature of the Services that Consultant shall perform under the Contract. Consultant shall advise County throughout the course of the project as to the necessity of obtaining all project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses.

20. Foreign Contractor. If Consultant is not domiciled in or registered to do business in the State of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to the Contract.

21. Force Majeure. Neither County nor Consultant shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to, fire, riot, acts of God, terrorist acts or other acts of political sabotage, or war where such cause was beyond the reasonable control of County or Consultant, respectively. Consultant shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

22. Survival. All rights and obligations shall cease upon termination or expiration of the Contract, except for the rights and obligations set forth in Sections 5, 9, 10, 11, 12, 13, 15(e), 15(f), 16, 22, 23, 26, 27 and 29 and all other rights and obligations which by their context are intended to survive.

23. Time is of the Essence. Consultant agrees that time is of the essence in Consultant's performance of its obligations under the Contract.

24. Notice. Except as otherwise expressly provided in the Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by e-mail, by personal delivery, facsimile, or mailing the same, postage prepaid, to Consultant or County at the e-mail address, the delivery address or facsimile number set forth in the Contract, or to such other addresses or numbers as either Party may hereafter indicate in writing to the other. Any notice or day-to-day communication sent by e-mail shall be deemed received when it is sent. **The recipient of any notice sent by e-mail shall reply by e-mail to confirm receipt of such notice.** Any communication or notice made by personal delivery shall be deemed to be received when actually delivered. Any communication or notice properly addressed and mailed shall be deemed received 5 calendar days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received on the date of the notice of successful transmission generated by the transmitting machine. To be effective, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator or Consultant's representative, as applicable.

25. Severability. The Parties agree that if any term or provision of the Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

26. Dispute Resolution and Errors & Omissions Claims Process. In the event of a dispute between the Parties regarding any aspect of the Contract or performance under the Contract, the Parties agree to attempt in good faith to investigate and resolve any such dispute through direct communications and negotiations.

- a. **Errors & Omissions Related.** In the event those good faith efforts do not resolve disputes related to potential Errors and Omissions, the Parties agree to make good faith efforts to resolve the matter pursuant to Exhibit I, Errors & Omissions Claims Process.
- b. **Other Disputes.** In the event good faith efforts do not resolve disputes unrelated to Errors & Omissions, the Parties agree to make a good faith effort to resolve any such dispute through fact finding and non-binding mediation prior to resorting to litigation. The mediator shall be selected by mutual agreement of

the Parties. If the Parties fail to agree on a mediator, each Party shall select a mediator and those two persons shall agree on a third-party, who will be the sole mediator. The cost of the mediator shall be split equally between the Parties.

- c. **Notification to FHWA.** County shall immediately notify FHWA of any disputes that seek resolution with the Errors & Omissions Claims Process or mediation.

27. Governing Law; Venue; Consent to Jurisdiction. The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County (or any agency or department of the State of Oregon) and Consultant that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the Circuit Court located in the County in which the Project is located; provided, however, if a Claim must be brought in a Federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the County or State of Oregon of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution, or otherwise. **CONSULTANT, BY EXECUTION OF THE CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

28. Amendments. County may amend the Contract to the extent permitted by applicable statutes, administrative rules and ordinances and as mutually agreed upon by County and Consultant. County may agree to appropriate increases in the maximum compensation payable under the Contract, should any County-approved increase occur in the scope, character, schedule or complexity of Services as outlined in the Statement of Work. Consultant shall not commence any Services authorized under an amendment, and the amendment is not effective, unless it is in writing, signed by the Parties and all approvals required by applicable law have been obtained.

29. False Claims

- a. Consultant understands and acknowledges it is subject to the Oregon False Claims Act (ORS 180.750 to 180.785) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Contract, Consultant certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Contract or the Project for which the Services are being performed, including but not limited to Consultant's statement of proposal and any invoices, reports, or other deliverables.
- b. Consultant shall immediately disclose (in writing) to County whenever, in connection with the award, performance or closeout of the Contract, or any subcontract thereunder, Consultant has credible evidence that a principal, employee, agent, or subcontractor of Consultant has committed—
 - (i) A violation of the Oregon False Claims Act; or
 - (ii) A violation of State or Federal criminal or civil law involving fraud, conflict of interest, bribery, gratuity or similar misconduct.
- c. Consultant must include subsections (a) and (b) of this section in each subcontract Consultant may award in connection with the performance of the Contract. In doing so, Consultant may not modify the terms of those subsections, except to identify the subcontractors or sub grantee that will be subject to those provisions.

30. Certified Small Businesses. Respecting certification as a disadvantaged business enterprise, minority-owned business, woman-owned business, business that a service-disabled veteran owns or an emerging small business under ORS 200.055, as and when applicable, the Consultant shall maintain the certifications, and require in its subcontracts that subcontractors maintain the certifications required by Section 2, Chapter 325, Oregon Laws 2015, as amended by Section 26, Chapter 565, Oregon Laws 2015 as a material condition of the Contract. If the Consultant or subcontractor was awarded the Contract or subcontract, as applicable, in the course of County carrying out an affirmative action goal, policy or program under ORS 279A.100, and fails to maintain the required certification, County may terminate the Contract, require the Consultant to terminate the subcontractor, or exercise any of remedies reserved for breach of the Contract.

31. Merger Clause; Waiver; Interpretation. The Contract, including everything incorporated by reference, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the Contract. No waiver, consent,

modification or change of terms of the Contract shall bind either Party, unless such waiver, consent, modification or change of terms is in writing and signed by the Parties, and all necessary federal governmental approvals have been obtained. Such a waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. Either Party's failure to enforce any provision of the Contract shall not constitute a waiver by that Party of that or any other provision. The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.

CONSULTANT CERTIFICATIONS

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

- (1) Consultant has provided its correct TIN to County;
- (2) Consultant is not subject to backup withholding because (a) Consultant is exempt from backup withholding, (b) 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 (c) 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; and local taxes administered by the Department of Revenue under ORS 305.620.

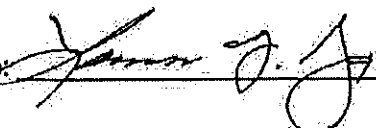
B. Any individual signing on behalf of Consultant hereby certifies they are authorized to sign this Contract and that:

- (1) Consultant has read this Contract, understands it, and agrees to be bound by its terms and conditions.
- (2) Consultant understands and agrees that various documents are not physically attached, but are incorporated by reference and have the same force and effect as if fully set forth herein.
- (3) Consultant understands and has provided to all Associates the COI Disclosure Form available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/LPA.aspx>. Consultant and (to the best of the undersigned's information, knowledge and belief) Consultant's Associates are in compliance with the disclosure requirements of the COI Disclosure Form and have no conflicts of interest to disclose. If disclosures regarding this Contract or the related Project are required per the COI Disclosure Form, Consultant has made such disclosures to County on a properly prepared and submitted form and, if determined necessary by County or ODOT, a mitigation plan has been approved by County and ODOT.
- (4) Consultant is an Independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779.
- (5) In the event that Consultant is a general partnership or joint venture, Consultant signature(s) on this Contract constitutes certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Contract.

No Payment shall be made for Services that are performed before all necessary governmental approvals have been obtained, the Contract is fully executed, and Notice-To-Proceed has been issued by County.

Counterparts: The Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

DOWL, LLC. SIGNATURE(S)

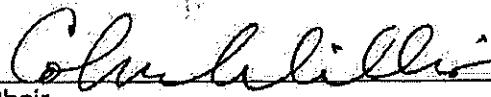
Signature:  Date: 6/1/2020

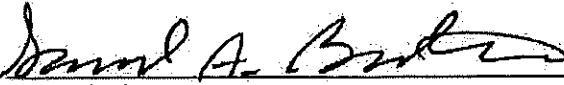
Name: LAWRENCE H. FOX Title: CHIEF OPERATING OFFICER


Signature: _____ Date: _____

Name: _____ Title: _____

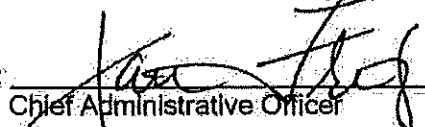
**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

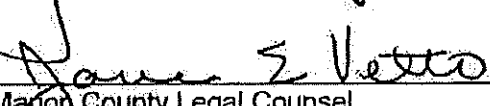
 5/27/2020
Chair Date

 5-27-20
Commissioner Date

 5.27.2020
Commissioner Date

Authorized Signature:  5/12/2020
Department Director or designee Date

Authorized Signature:  5/22/20
Chief Administrative Officer Date

Reviewed by Signature:  5/20/20
Marion County Legal Counsel Date

Reviewed by Signature:  May 18, 2020
Marion County Contracts & Procurement Date

EXHIBIT A - STATEMENT OF WORK

A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

Project Background:

North Fork Road provides all-season access to the Opal Creek Scenic Recreation and Wilderness Areas, Bull of the Woods Wilderness Area, several Marion County Parks, BLM lands, private timber lands, well over 100 private home sites and generally accommodates public use of the streams and forests in the region.

Sections of the road have been experiencing recurring landslide and stability problems since prior to the 1980's. There are three active slide areas within a 0.6-mile segment that require considerable annual maintenance and repair attention. For reference, these are numbered Slides #2 through #4, from west to east. The County finished the stabilization project for Slide #1, which is just west of Slide #2, in 2011 under a 2008 Oregon Forest Highway Project Grant. This Contract is to address the remaining three slides.

In 2007, this section of paved road was "pulverized" to allow for grading of the slip planes and ease of maintaining a safe driving surface. It was pulverized again in 2014 to reshape the road and remove potholes that developed over seven years of traffic compaction. The County regularly monitors these slide areas which have continued to move, even during the dry summer periods. Consultation with an engineering geologist indicates that movement of Slides #2, #3 and #4 can be expected to continue and probably worsen over time if left unchecked.

If conditions worsen, weight limits will have to be imposed on North Fork Road which will require many trips to be diverted to the only viable detour, which is Gates Hill Road. Unfortunately, this very steep, higher elevation alternative route has its own issues that hinder access to the large area served by North Fork Road. Complete closure of the road will be disastrous for many users who depend on it. There is also a safety concern for travelers who routinely use the sections of road that have not been stable.

The County has completed maintenance activities to improve drainage and shift the roadbed away from the steep drop-off in slide #2. Continual maintenance activities are required on Slide #4 as it continues to slide. These activities are designed to prolong the life of the roadway and prevent further deterioration until permanent repairs can be funded. The County's geotechnical consultant has completed their investigation and recommended designs tailored to the needs of each of the slide areas.

Project Description:

The project area is a 0.6 mile long section of North Fork Road beginning at approximate Milepost (MP) 4.90 and ending at approximate MP 5.50. Within this section there are three distinct failure locations that would be restored. From 2011 to 2013, a geotechnical engineering firm investigated each of the locations and made a determination as to the probable mode of failure and the most cost-effective mitigation measures for each slide area. The project/survey limits of this project are identified by the red line in the aerial photograph shown in Exhibit G.

According to the geotechnical report dated August 26, 2013, all three slides are rotational slides that steered the mitigation efforts towards a combination of realigning the roadway away from active landscape scarps, trench and horizontal drains to reduce pore pressure in the upslope portion of the slides, construction of downslope buttressing and some upslope excavation and buttressing.

Once each of these failures is stabilized, the project would require the reconstruction and grading of the road base, asphaltic concrete pavement, gravel shoulders, and guardrail where appropriate. Native vegetation will be restored in the project areas and realignment of the roadway will be needed at Slides #2 and #4. The roadway would consist of a 22-ft wide paved, asphaltic concrete surface with gravel shoulders.

The repair of all three slides, as one project, is a high priority given the potential for catastrophic road failure at two of the three slide areas. The lack of good access alternatives for the public, east of the slide areas, lends further urgency to the need to move this project forward.

General Expectation. Consultant commits to provide Services (and oversee and direct the design of the project, if applicable) to obtain the greatest long-term value for the government, and to promote prudent expenditure of public funds within the constraints of the project, program, context, budget and cost-effective sustainability principles. Consultant shall: (i) avoid expenditures for aesthetic effect which are disproportionate to the project as a whole; (ii) use recycled/recyclable products to the maximum extent economically feasible in the performance of this Contract, and (iii) apprise County throughout the project concerning any issues or decisions with potential economic impact to the project.

Project Phasing

This Project is divided into three phases:

- Preliminary Design through Design Acceptance Package (DAP)
- Final Design (PS&E)
- Construction Engineering

This Statement of Work addresses the Preliminary Design Phase of the project. Each subsequent phase is optional, at County's discretion, and may be added via amendment(s) to this Contract.

County Responsibilities

- Coordination and communication of Internal County staff;
- Provide access to available Project information, recommendations and goals;
- Review of Consultant progress to verify adherence to this Statement of Work (SOW) and delivery schedule;
- Notify Consultant of any known delays above and beyond the control of Consultant;
- Provide appropriate and timely review of Project deliverables supplied by Consultant to verify they are consistent with Project objectives and the requirements of the SOW;
- Coordinate with WFLHD for approval of NEPA documentation and right of way activities.

Acronyms and Definitions

AASHTO	American Association of State Highway and Transportation Officials	MUTCD	Manual on Uniform Traffic Control Devices
ADA	Americans with Disabilities Act	NEPA	National Environmental Policy Act
APE	Area of Potential Effect	NTE	Not to Exceed
County	Marion County	NTP	Notice to Proceed
CFR	Code of Federal Regulations	OAR	Oregon Administrative Rules
CPM	Marion County's Project Manager	ORS	Oregon Revised Statutes
DAP	Design Acceptance Package	PDT	Project Development Team
DBE	Disadvantaged Business Enterprises	PM	Consultant's Project Manager
DEQ	Oregon Department of Environmental Quality	POR	Professional of Record
DOE	Determination of Eligibility	PS&E	Plans, Specifications and Estimates
DTM	Digital Terrain Model	QA	Quality Assurance
EEO	Equal Employment Opportunity	QC	Quality Control
ESA	Endangered Species Act	ROE	Right of Entry
FAHP	Federal-Aid Highway Program	ROW	Right of Way
FOE	Finding of Effect	SHPO	State Historic Preservation Office
FHWA	Federal Highway Administration	SOW	Statement of Work
IGA	Intergovernmental Agreement	WFLHD	Western Federal Lands Highway Division
LPIF	Letter of Public Interest Finding		

B. STANDARDS and GENERAL REQUIREMENTS**1. Standards**

a. Preliminary Engineering and Design Phase Services - The following design standards shall apply to the contract:

- AASHTO Geometric Design of Highways and Streets, 2018
- AASHTO Roadside Design Guide, 2011
- Manual on Uniform Traffic Control Devices (MUTCD), 2009
- AASHTO Guide for Design of Pavement Structures, 1993
- ODOT Pavement Design Guide, Current Edition
- ODOT Geotechnical Design Manual, Current Edition

2. Software and Format Requirements

Software standards and formats include but are not limited to the following:

- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by County.
- Consultant shall submit draft and final deliverables in electronic format via e-mail (and hard copy if requested).
- Consultant shall also submit any graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by County.
- Consultant shall submit design plans in AutoCAD Civil 3D .dwg format. The design plans must also be submitted in .pdf format.

Consultant's software shall produce deliverables that are fully compatible, readable and useable by County software, requiring no modification or translation of Consultant's deliverables. No loss of data integrity or accuracy shall result from any transfer of data. Compressed data shall be in a "self-expanding executable" format. Additional format requirements may be listed elsewhere in the Statement of Work or in the Contract.

3. Professional Licenses, Registrations and Qualifications

- Consultant and its subconsultants must be duly licensed where required by law to perform the Services, and must be under the "responsible charge" (as that term is defined under ORS Chapter 672) of a person so licensed, as required by the applicable Oregon Revised Statutes and Oregon Administrative Rules, and other applicable laws (or must be otherwise exempt from any licensing requirements applicable to the Services being performed).
- County may require Consultant's Personnel to demonstrate a competency in the particular area/discipline to which they are assigned. This may include, but is not limited to, submittal of license number, resume, and work samples from previously completed projects.

4. General Requirements

- **Endorsement of Data.** Consultant shall place their official Oregon Registered Engineer seal and signature on all engineering design drawings and specifications furnished to County, as well as any other materials where professional standards require such seal and signature.
- **Safety Equipment.** Consultant shall provide and use all safety equipment including (but not limited to) hard hats, safety vests and clothing if required by State and Federal regulations and County policies and procedures for the Services under the Contract.

C. REVIEW, COMMENT and SCHEDULE OVERVIEW

- Consultant shall coordinate with County staff as necessary and shall revise draft deliverables to incorporate draft review comments.
- Consultant shall incorporate comments within 10 business days from receipt by County and return the revised deliverables to County staff, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by County.

D. PROJECT COOPERATION

Consultant shall only be responsible for those obligations and deliverables identified as being assigned to Consultant (or its subconsultants) in this Contract and the Statement of Work. All work assigned to other entities, other than subconsultants, is not subject to this Contract, but shall be the subject of separate Intergovernmental Agreements or contracts which will contain the obligations of those entities. Any tasks or deliverables assigned to a subconsultant shall be construed as being the responsibility of Consultant. Any Consultant tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity (other than subconsultants) as described in this Statement of Work shall be subject to the following guidelines:

- a. At the first indication of non-cooperation, Consultant shall provide written notice to County's Contract Administrator of the specific acts or inaction indicating non-cooperation and of any deliverables that may be delayed due to such lack of cooperation by other entities referenced in the Statement of Work.
- b. County's Contract Administrator shall contact the non-cooperative entity/s to discuss the matter and attempt to correct the problem and expedite items determined to be delaying Consultant/project.

If Consultant has followed the notification process described in section "a", and delinquency or delay of any deliverable is found to be a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in the Statement of Work, Consultant will not be found in breach or default with respect to delinquencies beyond any reasonable control of Consultant; nor shall Consultant be assessed or liable for any damages arising as a result of such delinquencies. Neither shall County be responsible or liable for any damages to Consultant as the result of such non-cooperation by other entities. County's Contract Administrator will negotiate with Consultant in the best interest of the government, and may revise the delivery schedule to allow for delinquencies beyond any reasonable control of Consultant. Revised delivery dates beyond the expiration date require an amendment to the Contract.

E. TASKS, DELIVERABLES and SCHEDULE TASK 1 - PROJECT MANAGEMENT**Task 1.1 Project Management**

Consultant shall provide management, coordination and direction to the Project Team ("PT") and sub-consultants to complete quality Project deliverables on time and within budget. The Preliminary Design phase is expected to last no more than nine (9) months. Consultant shall schedule and supervise Contract tasks and maintain liaison and coordination with County and outside agencies as needed. Consultant anticipates holding bi-weekly meetings with the County PM by telephone to maintain lines of communication throughout the project.

Consultant shall complete all engineering under this SOW under the direction of the appropriate professional that is registered in the State of Oregon. The professional that has provided the direct supervision of the Services shall stamp all reports, maps, drawings and calculations.

Consultant shall maintain Project files to include the Contract (as it may be amended), SOW, all test results, survey files, engineering computations, conditions, assumptions, working drawings, meeting minutes, correspondence, memos, transmittals, etc. Compiling the Project files must be an ongoing task, commencing upon receipt of the notice to proceed ("NTP"), incorporating documents as they are generated, and continuing through the end of the Contract.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Project files including transmittal letter listing files and documentation (available for review by County at Consultant's office, submitted within thirty (30) calendar days of request by County or when all work performed by Consultant is complete.)
- Project deliverables will be tracked in an Excel spreadsheet and submitted at each deliverable

Task 1.2 Project Schedule and Progress Reports

Consultant shall prepare and submit an initial detailed Project schedule, using County's Project Schedule Template for the tasks to be completed under this Contract in Microsoft Project 2013. The Project schedule must

be used to track all major tasks, deliverables and milestones. Consultant shall submit the initial Project schedule within ten (10) working days of NTP. Consultant anticipates up to three (3) project schedule updates.

Consultant shall prepare a monthly progress report and update the Project schedule as required to show progress throughout the duration of this Contract. The monthly progress reports must be submitted to CPM no later than the 5th of each month following the end of the reporting period. For budgeting purposes, Consultant anticipates preparing up to nine (9) monthly progress reports to reach Final DAP.

Consultant shall prepare a monthly progress report that:

- Describes the previous month's Project activities and the planned activities for the next month, including brief documentation of project coordination meetings.
- Identifies issues and concerns that may affect the Project SOW, schedule, budget or any combination of those items.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Initial Project schedule within ten (10) working days of NTP (One (1) paper copies and one (1) electronic version)
- Monthly status reports no later than the 5th of each month.
- Deliverables log will be maintained and available upon request

Task 1.3 Project Meetings

Task 1.3.1 Kick-off Meeting

Consultant shall prepare for and attend an initial Project kick-off meeting within fourteen (14) calendar days of NTP.

Note(s): The kick-off meeting, site visit, and travel time is to occur on the same day as this meeting. For cost efficiency, Consultant and subcontractor(s) shall carpool (whenever practicable) when significant travel is required for meetings.

The kick-off meeting must include a site visit with CPM and up to three (3) Project Team members to review the Project area. The kick-off meeting is to confirm mutual understanding of SOW requirements and must address general Project goals, Project coordination, Project schedule, target construction budget, and to exchange information related to the Project.

Consultant shall prepare and distribute the agendas for the meeting at least two (2) business days prior to meeting date (unless other timeframe is approved by County).

Consultant shall record, prepare and distribute meeting minutes (including action items and record of any decisions) of the meeting within five (5) business days of the meeting.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Meeting agenda and minutes (MS Word format).

1.3.2 Project Development Team Meetings

Consultant shall organize, conduct, prepare for and attend up to 4 Project Development Team (PDT) Meetings; 2 via telephone and 2 in-person. Each in-person PDT meeting will be held at Marion County Public Works with WFLHD staff as available, County staff, Consultant's PM and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from the County. Consultant shall prepare draft and final meeting minutes to be distributed to County, and all other meeting participants. For budgeting purposes, it is assumed that up to 2 Consultant staff shall attend each in-person 1 hour PDT meeting.

Consultant Deliverables and Schedule:

For each meeting, Consultant shall provide:

- Meeting agenda submitted electronically to CPM and all other meeting participants 2 business days prior to meeting.
- Draft meeting minutes submitted electronically to CPM and all other meeting participants within 2 business days of meeting.
- Final meeting minutes submitted electronically to CPM and all other meeting participants within 7 business days of meeting.

Task 1.3.3 Alternatives Analysis Review Meetings

Consultant shall prepare agenda and conduct up to two coordination meetings with County staff to discuss/review geotechnical data and design alternatives being evaluated by the Consultant design team. The meetings will be scheduled by County and held at the County's Office. For estimating purposes, it is assumed that up to 3 Consultant staff shall attend each meeting, and the meetings will be no more than 3 hours in length, not including travel time. Consultant shall prepare draft and final meeting summary notes for the meeting.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Meeting agenda to CPM 5 business days prior to date of meeting;
- Attendance and participation at the meeting as requested by County;
- Draft meeting summary notes (including action item / decision log) within 5 business days of meeting- (1 electronic copy);
- Final meeting summary notes within 5 business days of receipt of all County comments - (1 electronic copy).

Task 1.3.4 Design Acceptance Workshop ("DAW")

Consultant shall prepare agenda and conduct 1 DAW meeting to be held approximately 2 weeks after submittal of the Draft DAP. The meeting will be scheduled by County and held at the County's Office. The purpose of the DAW is to reach final resolution of comments compiled from County reviews and to reach consensus on the proposed design for the Project. For estimating purposes, it is assumed that up to 3 Consultant staff shall attend the DAW Meeting, and the meeting will be no more than 3 hours in length, not including travel time. Consultant shall prepare draft and final meeting summary notes for the meeting.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Meeting agenda to CPM 5 business days prior to date of meeting;
- Attendance and participation at the meeting as requested by County;
- Draft meeting summary notes (including action item / decision log) within 5 business days of meeting- (1 electronic copy);
- Final meeting summary notes within 5 business days of receipt of all County comments - (1 electronic copy).

TASK 2 - SURVEY

Consultant shall survey the Project for the areas as described in Section A of this SOW unless otherwise noted in specific tasks. Consultant shall adhere to the standards stipulated by Oregon Revised Statute ("ORS") 672.047, subsections (1) through (7). Consultant's Professional Land Surveyor, registered in the State of Oregon, shall review and stamp as "Approved" all survey related deliverables and shall perform all land surveying Services under this SOW in conformance with all state statutes pertaining to survey and land boundary laws. These include, but are not limited to, the following state statutes: ORS Chapters 92, 93, 209 and 672.

The Services provided under this task must be accomplished according to the following manuals and standards:

- ODOT Survey Policy and Procedure Manual
- ODOT Basemap Standards, Data Collection and Drafting Procedures
- ODOT Right of Way ("R/W") Engineering Manual
- ODOT Highway Design Manual (R/W Section)
- ODOT Contract Plans Development Guide (Base Maps)
- ODOT Global Navigation Satellite System ("GNSS") Guidelines
- ODOT Monumentation Policy
- ODOT Survey Filing Map Standards - (Control Recovery and Retracement Surveys)
- ODOT Survey Filing Map Standards - (R/W Monumentation Surveys)
- ODOT Manual for Survey Control Data Sheets for Construction Plans

Task 2.1 Research and Data Collection

Consultant shall obtain the research data for the Project limits described above under Limits of Consultant Survey. Consultant shall perform data research as necessary to prepare for and support all Project activities, and to produce Project maps and reports as called for in subsequent tasks. The typical records required for research include, but are not limited to; vesting deeds, land sales contracts, County assessor plats and road records, subdivision plats, General Land Office plats, County R/W drawings, railroad maps, county surveys, road dedications and vacations.

Existing Vesting Deeds and Property Ownerships

Consultant shall obtain a "Trio listing kit" (typically provided by a Title Company). Consultant shall identify property ownership within and adjacent to the Project site by investigating property deeds and county tax records. Consultant shall submit each deed in its own electronic file. Consultant shall include all vesting deeds referenced in the Property Vesting Deeds if needed to resolve the property boundary.

Existing R/W Maps

Consultant shall research and gather copies of all city, county, utility company, railroad, and any other government or private R/W Maps and drawings related to the Project area. Consultant shall scan maps to make electronic version of maps if no electronic version exists for R/W maps deliverable.

Existing County Records

Consultant shall research and obtain copies of all surveys, subdivision plats, and land partition plats filed in the county surveyor's office related to the properties potentially impacted by the Project. This information is used to find monuments that might be impacted from the Project and establish property lines for area calculations when new R/W is acquired.

Consultant shall research and obtain copies of county assessor maps, General Land Office plats, and county road records related to the properties potentially impacted by the Project.

Consultant shall research and obtain available data about Government Public Lands Survey Corners and their references in the Project area as defined in the SOW.

Existing Horizontal/Vertical Control

Consultant shall research and obtain data (if available) about all horizontal and vertical control points as required for the Project area including triangulation stations, GPS stations, benchmarks, and prior Project control surveys from Federal, county, city, and other governmental agencies.

Existing Utility Records

Consultant shall research and obtain available facility maps and as-built construction plan data pertaining to all utilities in or near the Project area from the One-Call Service, county, city, or other governmental agencies and utility companies.

Consultant Deliverables and Schedule:

Consultant shall submit the following with the Draft Record of Survey (ROS) packages:

- "Trio listing kit" with Property Vesting Deeds in electronic format for each property within the Project site.
- Ownership List in Microsoft Excel spreadsheet.
- Electronic version of all existing R/W maps (in pdf format).
- County Assessor Maps in ".pdf" in format.
- General Land Office Plats in ".pdf" format.
- County Road establishment records in electronic format.
- County Road vacation records in electronic format.
- Copies of all field survey notes in electronic .pdf format.
- Current maps, data sheets, surveys, etc in electronic format.

Task 2.2 Horizontal and Vertical Control Network

The purpose of this task is to provide the means by which the Project can be located relative to horizontal and vertical datum, map projection, and coordinate systems. Consultant shall establish a horizontal and vertical control network using the datum associated with the Project area or as approved by the County. The Consultant shall use the Oregon Coordinate Reference System (ORCS) Salem Zone coordinate system and the NAVD88 vertical datum unless directed otherwise.

Consultant shall establish horizontal control using Terrestrial (Theodolite and EDM), GPS (Static or Rapid Static) or a combination of both. Consultant shall set and adjust control points in conformance with local standards of practice.

Consultant shall use 5/8" Rebar with plastic caps, or other County approved control point, for the GPS and network points. Consultant shall establish a minimum of 3 intervisible GPS control points through the length of the survey.

Consultant shall establish vertical control using differential leveling. Consultant shall get County approval before using other methods such as trigonometric leveling and elevations derived from GPS.

Consultant Deliverables and Schedule

Consultant shall:

- Place control points in the ground at the Project location.
- Incorporate the information listed below into the deliverables listed in Tasks 2.4 and 2.5 as required for delivery of documents in subsequent tasks.
 - An adjustment report for one or more of the following, Least Squares adjustment for networks, an approved traverse adjustment method for traverses and/or a GPS adjustment report when using GPS.
 - An ASCII file containing the coordinates for every network point set and found.
 - If the levels were electronically processed then one copy each of the following: original raw level file as collected in the field, ASCII file showing level closure data, ASCII file with elevations on all network points and/or an ASCII file showing the level rod readings.
 - Original field notes for the control network and one scanned copy of the original field notes in ".pdf" format.
 - An AutoCAD design file (*.dwg) containing all the set and tied control points to show elevations.

Task 2.3 Topographic Data, Detailed Base Map And Digital Terrain Model (DTM)

The purpose of this task is to collect the existing topographic features and create a detailed basemap and DTM for the Project.

Topographic Data Collection

Consultant shall collect topographic data between the boundaries described in Section A using aerial Light Detection and Ranging (LIDAR) data collection method. Consultant shall supplement this data with conventionally collected topographic data of man-made and/or natural features, including 3D positions of

overhead utility lines, within the existing and proposed right of way of North Fork Road, or temporary easements needed for the project using a variety of County approved methods. These methods include but are not limited to: collecting the data using terrestrial (Theodolite and EDM), GPS (RTK), 3D Laser Scanning, or station and offset.

Consultant shall contact Oregon Utility Notification Center to request a pre-survey utility locates. Consultant shall keep the locate request number and ticket information within the Project file.

Consultant shall record in the field notes the utility ownership when describing the line data points. Consultant shall record all visible utility identifications in the field notes, such as numbers shown on power and/or telephone poles, vault tags, telephone pedestals (aka risers), cabinets, meters, fences or screened enclosures for gas regulators, and sanitary sewer pump stations. This data is needed for the County or Consultant to communicate where the facility may be in conflict with the Project.

Consultant shall measure and record all utility facility structures (e.g. concrete pads, top slab of vaults, pump station housing, barrier screens or fenced enclosures). Consultant shall make a request to the utility owner to pull the cover whenever a manhole is found locked or bolted.

Consultant shall collect culvert information in accordance with the "ODOT Hydraulics Manual" on waterways that pass under or are parallel to any roadways in the area. Consultant shall provide for the hydraulic feature, a profile of the thread 100 feet up and 100 feet down stream of the Project. Consultant shall provide cross sections, at 25-foot intervals, 100 feet up and down stream of the culvert.

Consultant shall tie environmental and archaeological features that have been identified within the Project area. These features include, but are not limited to, wetlands, high water mark, T&E species, hazmat sites, archaeology sites and sensitive plants.

Detailed Basemap

Consultant shall take applicable topographic data collected in this subtask and create a detailed basemap file.

Digital Terrain Model (DTM)

Consultant shall create a 3 dimensional digital terrain surface using all relevant topographical data collected in this subtask.

Consultant shall collect the topographical data to create points and break lines in adequate quantity and in proper placement, to accurately represent the surface of the ground. Consultant shall collect confidence points in the field and generate a confidence point report. The topographical data and confidence points must meet industry standards. Consultant shall generate 0.2 foot minor contours and 1 foot major contours throughout the DTM for a QC analysis of the surface.

Consultant Deliverables and Schedule

Consultant shall provide:

- The following deliverables, submitted electronically, to the CPM within 90 days of NTP:
 - 1 electronic copy, in .pdf format, of the original field notes.
 - Copy of the AutoCAD Files (*.dwg) Detailed Base Map with DTM
 - Text (ASCII) file containing the following information in this order:
Point Number, Northing, Easting, Elevation, Alpha Code (PNEEC) with suffix "ST" if point is the beginning of a line, and any additional feature information collected.
 - LandXML file that is compatible with County's current version of Civil3D.
 - Utility Request Documentation (.pdf), including Oregon Utility Notification tickets.
 - Confidence Point Report

Task 2.3.1 Supplemental Topographic Data Collection and Mapping (CONTINGENCY)

Consultant shall collect additional supplemental topographic data beyond the existing ROW of North Fork Road within the project limits described in Section A as requested by the County. Using

conventional survey methods described in Task 2.3, Consultant shall collect additional topographic data and update 3D mapping in areas that will be impacted by the project design and/or have changed due to active landslide activity.

Consultant Deliverables and Schedule

Consultant shall provide:

- The following deliverables, submitted electronically, to the CPM within 30 days of NTP of the task:
 - 1 electronic copy, in .pdf format, of the original field notes.
 - Copy of the updated AutoCAD Files (*.dwg) Detailed Base Map with DTM
 - Text (ASCII) file containing the following additional information in this order: Point Number, Northing, Easting, Elevation, Alpha Code (PNEEC) with suffix "ST" if point is the beginning of a line, and any additional feature information collected.
 - Updated LandXML file that is compatible with County's current version of Civil3D.
 - Up to one additional Utility Request Documentation (.pdf), including Oregon Utility Notification ticket.
 - Updated confidence Point Report

Task 2.4 Existing R/W and Boundary Resolution

Consultant shall identify the location of the existing Centerline(s), R/W lines, Property line(s) (Resolve), to perpetuate the location of the monuments found and document the control used for this Project area. Consultant shall produce Record of Survey ("ROS") as deliverables.

These tasks must address the requirements of ORS 209.150 and 209.155 and other survey related statutes.

Monument Recovery

Consultant shall survey all features necessary to complete Monument Recovery for this Project. Consultant shall notify County Surveyor of any public land survey corner or accessories in danger of being destroyed due to the impending Project, pursuant to ORS 209.140.

Existing R/W & Boundary Resolution

Consultant shall resolve the location of the ROW within the present limits as described in this SOW. The approximate location is described as follows: Beginning at the end of the existing pavement of North Fork Road in the SE1/4 of Section 12, Township 9 South, Range 3 East, Willamette Meridian and extend southeasterly for approximately 0.75 mile.

Consultant shall resolve identified ROW centerlines alignments, ROW lines and property boundaries abutting the roadway and along the proposed route of construction, using accepted concepts and rationale methods of survey professional judgment. Consultant shall evaluate the available evidence for relevance, adequacy, and reliability; use professional judgment in determining the type and quantity of evidence available, and the influence given each factor; and determine a best-fit with the evidence and probable location of ROW alignments and property boundaries for the area as described. Consultant shall provide a detailed narrative of available evidence, desirable evidence not available, rationale for decisions made, and a summary of the conclusions in the establishment of the ROW centerline, ROW lines (including all jogs) and property boundary lines.

Control, Recovery, Record of Survey (ROS)

Consultant shall create a (ROS) which meets County and ORS requirements. The survey(s) must be prepared for 18-inch by 24-inch sheet plots. The "Control" survey must consist of Geodetic and Terrestrial points set for the Project. The "Recovery" is the documentation of the monuments recovered for the Project. The "Retracement" is a record of resolved ROW centerlines, ROW lines and/or property boundaries. These surveys will be combined into one Pre-Construction ROS per ORS 209.155 (1). After right of way acquisitions and construction, a Post-Construction ROS per ORS 209.155 (2) (b) will also be prepared, submitted for review and filing.

Consultant shall submit a draft ROS to County for review. Consultant shall address comments received from the County and submit the final ROS for filing to the Marion County Surveyor's Office in the format required.

Consultant shall submit the following with the Draft ROS package:

- "Trio listing kit" with Property Vesting Deeds in electronic format for each property within the Project site.
- Ownership List in Microsoft Excel spreadsheet.
- Electronic version of all existing R/W maps (in .pdf format).
- County Assessor Maps in .pdf format.
- General Land Office Plats in .pdf format.
- County Road establishment records in electronic format.
- County Road vacation records in electronic format.
- Subdivision and Land Partition Plats in electronic format.
- County Surveys of record in electronic format.
- Maps and Data related to Government Public Lands - Survey Corners and any references in electronic format.
- Copies of all field survey notes in electronic .pdf format.
- Current maps, data sheets, surveys, etc in electronic format.
- Scanned copy of the original field notes in .pdf format.
- ASCII file containing the following information in this order, Point number, Northing, Easting, Elevation, alpha feature code, and any attributes collected.
- AutoCAD .dwg file - this must have centerlines, R/W lines, property lines and ownerships of properties abutting our highway and all tied monuments.
- Narrative document - this must explain the procedures used to resolve the R/W centerline, using the examples in the SFM Drafting Standards as a guide to the type of content in the narrative.
- Reports of alignment(s) .xml - this must have alignment and curve reports that show coordinates, bearings, stations etc.
- Report of Monument Location - this is the station and offset report, which must show the relationship of the monuments to the retraced alignment(s).

Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft Pre-Construction ROS submitted to CPM, in .pdf format, within 120 days of NTP for County Surveyor review.
- Final Pre-Construction ROS submitted to CPM and Marion County Surveyor for final review and filing within 2 weeks of receipt of County review comments.
- A .pdf copy of the recorded survey submitted to the CPM within 5 days of filing.

Task 2.5 Right of Way Engineering

The purpose of this subtask is to prepare right of way engineering products used in the acquisition of real property along the Project corridor. The estimated number of ROW files is one (1). Consultant shall perform ROW data research as necessary to prepare the following:

- Determine the necessary ROW to accommodate the Project construction.
- Right-of-Way acquisition map.
- AutoCAD file containing the ROW acquisition map
- Prepare written property legal descriptions and addendums.
- Prepare sketch map to accompany legal descriptions.
- Map the existing highway accesses within the Project limits.
- Stake, delineate, flag in the field ROW / easement areas for appraising

Consultant shall collect and review general Project background documentation, recorded surveys and conveyance documents, and shall follow all statutes. The ROW acquisition map, exhibits and legal descriptions shall be prepared in accordance with Marion County requirements.

Consultant Deliverables and Schedule:

Consultant shall provide the following in accordance with the project schedule developed in Task 1 Project Management:

- ROW acquisition map submitted to the CPM in .pdf format.
- ROW real property legal description(s) with exhibit maps submitted to the CPM in .pdf format.
- A copy of the vesting documents for each property owner and ROW file submitted to the CPM in .pdf format.
- Physical stakes and/or paint marks placed in the field to delineate proposed ROW acquisition areas.
- One (1) scanned copy of the original staking field notes submitted to the CPM in .pdf format.

TASK 3 - ENVIRONMENTAL SERVICES

Consultant shall provide the following environmental services for the Project corridor:

Consultant shall complete necessary field and literature investigations to provide the County and WFLHD with environmental documentation and permits required for completion of this Project. Consultant shall complete the following environmental investigations, documentation, and permits for this Project, unless marked as a CONTINGENCY TASK, which Consultant shall complete only following County and Consultant's written agreement on cost and receipt of NTP from County:

- Archaeological Baseline Report (2)
- Historic Resources Baseline Report (2)
- Plant Survey
- ESA Determination of No Effect (2)
- Hazardous Material Corridor Assessment and Clean Fill Determination
- Wetland Determination Fieldwork and Memorandum

The following required environmental tasks will be completed by the County:

- Schedule and conduct two community open house meetings
- Public outreach documentation

For all of Task 3, the Project Area is the same as described in Section A of this SOW unless otherwise noted and described in specific Task 3 subtasks.

Consultant shall not conduct any fieldwork outside of County right-of-way and/or property until all ROEs for private property have been obtained from Task 14, and are in field staff's possession.

Task 3.1 NEPA Categorical Exclusion ("CE") and Programmatic CE ("PCE") and Supporting Documentation (RESERVED)

TASK 3.2 Archaeological Resources

All archaeological sub tasks must be completed by registered professional archaeologists who meet the Secretary of the Interior's professional standards for Archaeology (36 CFR 61, Appendix A) and who have been "qualified" through the Agency Cultural Resources Consultant Qualification Training Program.

Task 3.2.1 Literature Review/Field Reconnaissance/Baseline Report

The purpose of this task is for the Consultant to conduct archival and background research in combination with field reconnaissance to determine the presence or absence of high probability landforms or archaeological sites within the Area of Potential Effect ("APE") and to make recommendations for further archaeological review.

Consultant shall conduct a Literature Review for the APE, and include a description of the APE, detailed historic context and ethno-historic information, methodology, recommendations for future work, detailed bibliography, maps, and photos.

Consultant shall examine the following data bases and/or documents:

- the State Historic Preservation Office ("SHPO") database in Salem, OR; appropriate Tribal Historic Preservation Office ("THPO") database if APE is within a recognized reservation boundary;
- General Land Office ("GLO") maps;
- Sanborn Fire Insurance Maps;
- other records archives (i.e. historical societies; tribal archives) for known/potential prehistoric and historic archaeological resources within a one mile radius of the APE.

Field Reconnaissance must include a pedestrian survey of the entire APE as well as a pedestrian survey of the geotechnical drilling APE. Consultant shall conduct pedestrian surveys within the APE and must include areas where ground will be disturbed by Project construction including temporary access roads, as well as staging areas, material sources, disposal sites, detours, geotechnical drilling, etc.

Pedestrian survey methods must be consistent with the latest updated SHPO guidelines. The recommended maximum spacing of transects will be 20 meters apart and may vary depending on terrain features and/or ground visibility. Consultant shall determine transect spacing based on professional judgment to ensure that all probable site locations are discovered. All cultural resources observable on the surface and in exposed subsurface profiles must be identified and recorded. Field Reconnaissance must enable Consultant to identify areas of high and low probability for archaeological resources and to determine the appropriate level of survey or subsurface exploratory probing.

Consultant shall prepare two Baseline Reports (one for the geotechnical drilling APE and one for the entire project APE) that must contain the following:

- A completed Oregon SHPO Archaeological Report Cover Page
- A purpose statement and full Project description including:
 1. Federal Aid Number
 2. Location and legal description
 3. General environmental description
 4. Historic context
 5. Proposed construction activities
 6. Defined APE and APE map
 7. Total acreage of impact
- Results of SHPO/THPO database search including:
 1. Brief summary of previous archaeological research completed within one mile of APE
 2. Brief summary of recorded archaeological features within one mile of APE; include eligibility discussion if available.
- Results of GLO and Sanborn map review including:
 1. Brief summary of features (trails, buildings, etc.) depicted on maps and within APE; include eligibility discussion if available.
- Description of pedestrian survey methods including date of survey, types of transects used, and names and duties of personnel conducting the survey
- Findings of pedestrian survey including ground conditions (percent visibility) and difficulties encountered, if any
- Identification of areas of high and low probability for archaeological resources within APE
- Recommendations for appropriate level of additional survey and/or subsurface exploratory probing, if any
- Site and Isolate forms (hard copies) for newly discovered archaeological sites and Isolates. Consultant shall also complete the SHPO online site form.

- List of references cited
- Location map at 1:24,000 scale; aerial image (Google map acceptable) showing APE; and representative digital images of current conditions within APE

Note: It is understood that archaeological clearances for geotechnical drilling must be obtained as quickly as possible. Consultant will coordinate with WFLHD and SHPO to develop a streamlined archaeological clearances process compliant with WFLHD and SHPO processes and procedures. For budgeting purposes it is assumed that two separate baseline reports (one for geotechnical drilling and one for the entire project area) will be required. However Consultant will attempt to streamline and expedite the geotechnical archaeological baseline report to the extent practicable under the guidance and direction of WFLHD and SHPO. Consultant shall make use of information obtained for the geotechnical drilling baseline report to inform the project wide baseline report to minimize duplicate effort.

Consultant Deliverables and Schedule

Consultant shall prepare and submit:

- One electronic copy (in WORD format) of the Draft Geotechnical Drilling Baseline Report to CPM and WFLHD for review per Task 1 Project Design Schedule.
- One electronic copy (In Word and PDF format) of the Final Geotechnical Drilling Baseline Report to CPM and WFLHD 2 weeks following receipt of draft review comments.
- One electronic copy (in WORD format) of the Draft Project Wide Baseline Report to CPM and WFLHD for review per Task 1 Project Design Schedule.
- One electronic copy (in Word and PDF format) of the Final Project Wide Baseline Report to CPM and WFLHD 2 weeks following receipt of draft review comments.

Task 3.2.2 Phase I Archaeological Investigation with Technical Report (RESERVED)

Task 3.3 Historic Resources

All historic sub tasks must be completed by professional historians who meet the Secretary of the Interior's professional standards for architectural history and/or history (36 CFR 61, Appendix A).

Task 3.3.1 Resources Baseline Report

The purpose of the Historic Resource Baseline Report is to identify and characterize the historic resource issues using APE to determine what may be impacted by a transportation project. The Historic Resource Baseline Report is a scoping report that is not intended to be a comprehensive technical report. As part of developing the Historic Resource Baseline Report, Consultant shall review the SHPO Statewide Inventory and conduct an on-site reconnaissance of the Project area. Consultant shall prepare two Baseline Reports (one for the geotechnical drilling APE and one for the entire project APE).

The Historic Resources Baseline Report must include, but is not limited to:

- Project description and a description of the APE;
- Photographs of resources that are 45 years old or older;
- Descriptions of historic resources that are 45 years old or older, including a discussion of each potential NRHP eligibility (A-D); and
- Map that identifies the location of each potential historic resource within the APE

Note: It is understood that historical clearances for geotechnical drilling must be obtained as quickly as possible. Consultant will coordinate with WFLHD and SHPO to develop a streamlined historical clearances process compliant with WFLHD and SHPO processes and procedures. For budgeting purposes it is assumed that two separate baseline reports (one for geotechnical drilling and one for the entire project area) will be required. However Consultant will attempt to streamline and expedite the geotechnical historic baseline report to the extent practicable under the guidance and direction of WFLHD and SHPO. Consultant shall make use of information obtained for the geotechnical drilling baseline report to inform the project wide baseline report to minimize duplicate effort.

Consultant Deliverables and Schedule

Consultant shall prepare and submit:

- One electronic copy (in WORD format) of the Draft Geotechnical Drilling Historic Resources Baseline Report to CPM and WFLHD for review per Task 1 Project Design Schedule.
- One electronic copy (in WORD and PDF format) of the Final Geotechnical Drilling Historic Resources Baseline Report to CPM and WFLHD 2 weeks following receipt of draft review comments.
- One electronic copy (in WORD format) of the Draft Project Wide Historic Resources Baseline Report to CPM and WFLHD for review per Task 1 Project Design Schedule.
- One electronic copy (in WORD and PDF format) of the Final Project Wide Historic Resources Baseline Report to CPM and WFLHD 2 weeks following receipt of draft review comments.

Task 3.3.2 Section 106 Determination of Eligibility (DOE) (RESERVED)**Task 3.3.3 Section 106 Finding of Effect ("FOE") (RESERVED)****Task 3.4 Hazardous Materials**

The purpose of this task is to facilitate County compliance with environmental regulations pertaining to site cleanup and waste management. Consultant shall conduct all tasks in accordance with ODOT's HazMat Program Procedures Guidebook (March 2010) and applicable industry standards. Consultant shall submit deliverables in an electronic format (native file and *.pdf) version using Microsoft® Word.

Task 3.4.1 Hazardous Materials Corridor Study

Consultant shall conduct a Hazardous Materials Corridor Study (HMCS) according to the following standards and guides:

- "Hazardous Waste Guide for Project Development" (1990), by the American Association of State Highway and Transportation Officials (AASHTO) Special Committee on Environment, Archaeology and Historic Preservation.
- "ODOT Hazmat Program Procedures Guidebook," 2010, Oregon Department of Transportation.
- "Level 1 Corridor Study" report template, Oregon Department of Transportation.
- And the requirements listed below.

Consultant shall conduct a site reconnaissance to identify potential sources of contamination that could impact construction or result in County acquiring contaminated property.

Consultant shall review available federal and State environmental databases to identify sites that could potentially impact the project, using the minimum search radii listed below.

Environmental Database	Search Radius
State-Equivalent NPL List (ECSIS)	0.5 mile
Oregon Permitted Landfill List	0.5 mile
State Leaking (L)UST List	0.25 mile
Federal RCRA Generators List	Site and Adjoining
State Fire Marshal's Spill Response List	Site and Adjoining
Oregon Motor Carrier Spill List	Site and Adjoining
State Certified UST List	Site and Adjoining

Consultant shall review DEQ files, available using DEQ's Facility Profiler web site at <http://deq12.deq.state.or.us/fp20/>, to determine whether contamination from adjacent facilities is likely to impact project construction. Alternatively, this review may be conducted using commercially available database reports such as provided by EDR.

Consultant shall review the Oregon Water Resources Department on-line database at

http://apps.wrd.state.or.us/apps/gw/well_log/Default.aspx to determine if water wells or monitoring wells are located on or adjacent to the project corridor.

Consultant shall review project files at the DEQ Northwest Region office in Portland, OR for all facilities considered to be high risk for impacting project construction. Consultant shall use DEQ file information to delineate contaminated areas within the project corridor and identify if that information is sufficient to develop construction plans and specifications without additional sampling.

Consultant shall conduct historical research to identify past uses of the project corridor and adjacent properties, using one or more of the following resources:

- Sanborn Fire Insurance Maps
- Aerial Photographs
- Reverse City Directories
- Historic property ownership/occupancy records or building permits

The resource(s) selected must, if possible, provide historic information regarding land use back to 1935 at 10 year intervals, or the Consultant must demonstrate that such information is not readily available.

Consultant shall review pertinent records that may be made available by the County as they relate to the environmental condition of the project corridor.

Consultant shall assess if soil sampling is necessary to determine if soil excavated from the project corridor shall meet DEQ clean fill screening levels for contaminants-of-concern including pesticides, herbicides, metals, polynuclear aromatic hydrocarbons, petroleum hydrocarbons, and solid waste.

Consultant shall prepare a HMCS report summarizing the information obtained through the activities listed above, using ODOT's Corridor Report Template available at https://www.oregon.gov/ODOT/HWY/GEOENVIRONMENTAL/Pages/guidance_resources.aspx. The report shall include photographs documenting project corridor observations. The report must include conclusions that identify specific sources of contamination that could impact project construction and recommendations for further investigation, if needed.

Consultant Deliverables and Schedule:

The following deliverables shall be submitted:

- Draft HMCS report to the CPM and WFLHD within eight weeks following Notice to Proceed (NTP).
- Final HMCS report to the CPM and WFLHD within one week following receipt of County and WFLHD comments.

Task 3.4.2 Shoulder Material Investigation (CONTINGENCY)

Consultant shall collect surface soil samples within the limits of the project corridor for laboratory analysis. The results of those analyses will be compared with Oregon Department of Environmental Quality (DEQ) guidelines to determine if surface soil excavated for project construction can be handled and disposed as clean fill.

Task 3.4.2.1 Shoulder Material Investigation Work Plan and Health and Safety Plan (CONTINGENCY)

Consultant shall prepare a Shoulder Material Investigation Work Plan and HASP describing how samples shall be collected for Task 3.4.2. The Work Plan shall describe sample collection methods, sampling equipment, equipment decontamination, and handling and shipment of samples. The HASP shall be completed in accordance with 29 CFR 1910.120, OAR 437-02-100 et seq., and all other state and Federal worker health and safety regulations applicable for Task 1.2.2. The HASP should reflect the sampling and characterization activities described in the Work Plan. The HASP should cover the activities of all Consultant, sub-consultant, and County employees. The HASP should include a traffic control plan, if needed.

Consultant shall submit the draft Work Plan/HASP to the County for review and comment. No field work activities under Task 3.4.2.2 shall proceed until after the Consultant has received written authorization (e-mail) from the County.

Consultant Deliverables and Schedule:

The following deliverables shall be submitted:

- Draft Shoulder Material Investigation Work Plan/HASP to the County within four weeks following completion of Task 3.4.2.2.
- Final Shoulder Material Investigation Work Plan/HASP within one week following receipt of Agency comments.

Task 3.4.2.2 Sample Collection and Reporting (CONTINGENCY)

Consultant shall collect surface soil samples from up to four (4) locations. Consultant shall provide flagging and traffic control as needed to complete sample collection. At each location, samples will be collected at 10 feet and 20 feet from edge of pavement, as specific site conditions allow. Soil samples shall be obtained from 0 to 0.5 feet, 0.5 to 1.0 feet, and 1 to 1.5 feet below ground surface. Consultant shall mark the proposed sample locations in white paint and obtain utility locates for all locations. Consultant shall provide flagging and traffic control as needed to complete sample collection. Sample locations must be backfilled with excavation spoils; there must be no investigation derived waste (IDW). Equipment decontamination water can be disposed on-site.

Consultant shall ship the discrete samples to a laboratory that is ORELAP accredited. The laboratory must be capable of composite the samples according to ODOT's October 2016 Sampling and Analysis Plan - Statewide Highway Shoulder Soil Evaluation, using Incremental Sampling Method (ISM) sample processing methods. The laboratory must be capable of generating analytical results where the detection limits for each analysis must be below the Clean Fill criteria set forth in Oregon Department of Environmental Quality's Clean Fill Determination Internal Management Directive document.

Samples shall be analyzed for contaminants of concern that may include the following:

- Diesel- and residual-range organics by NWTPH-Dx;
- Polycyclic aromatic hydrocarbons (PAHs) by EPA Method 8270D-SIM;
- Total metals (arsenic, cadmium, chromium, copper, lead & zinc) according to EPA Method 6020;
- OP pesticides by EPA Method 8141B;
- Chlorinated herbicides by EPA Method 8151A; and
- Pesticides by EPA Method 8081B.

Consultant shall submit discrete samples using chain of custody protocols, requesting a turn-around time of 10 business days. Consultant shall be responsible for shipping samples under chain-of-custody procedures, such that the samples arrive at the laboratory undamaged. Consultant shall prepare a 5 to 7 page technical memorandum with attachments summarizing the results of Task 3.4.2.2. The technical memorandum must include the following:

- Field observations, photographs, description of sampling methods, laboratory reports, and tables summarizing the analytical results.
- Tabulation of the laboratory results compared to DEQ's clean fill screening levels.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft technical memorandum within 4 weeks following completion of Task 3.4.2.2.
- Final technical memorandum within 1 week following receipt of County comments.

Task 3.5 Biological Resources Compliance and Permitting

Consultant shall complete the appropriate biological resources tasks presented below based on the Design Acceptance Plans. General biological work shall be executed by a qualified biologist who meets the following minimum qualifications: 3 full years of environmental analysis or resource Project management experience and a Bachelor's degree that included 30-quarter or 20-semester hours in biology, environmental science, natural science, or closely related field. An individual who makes determinations of effect under the ESA and prepares ESA documentation must also be an ESA qualified biologist as per ODOT Technical Services Bulletin GE14-03(B) or most current (http://www.oregon.gov/ODOT/Engineering/Doc_TechnicalGuidance/GE14-03b.pdf).

Task 3.5.1 Endangered Species Act (ESA) No Effect Memorandum

When the County and WFLHD determines or approves Consultant's determination that a proposed action will not affect state or federal ESA listed or proposed species or critical habitat, a No Effects Memorandum ("NE Memo") is prepared to document compliance with the state and federal ESAs. The NE Memo must be completed by an ESA qualified biologist as described above.

Consultant shall prepare two ESA No Effect Memorandums (one for the geotechnical drilling APE and one for the entire project APE).

For each No Effect Memorandums, Consultant shall:

- Use a qualified ESA biologist(s) to conduct 2 field surveys of the API (one field survey of the geotechnical drilling API and one field survey of the entire project API. Consultant shall attempt to conduct field survey assessments during the appropriate flowering time of ESA listed plant species with the potential to be present in the API's, but if that is not possible due to project schedule concerns, Consultant shall make plant presence/absence determinations based on the presence or absence of suitable habitat in the area and/or identify potential rare plants based on vegetative indicators.
- Consultant shall follow standard/appropriate field survey techniques.
- Conduct Oregon Department of Agriculture ("ODA"), Oregon Department of Fish and Wildlife ("ODFW"), National Marine Fisheries Service ("NMFS"), and U.S. Fish and Wildlife Service ("USFWS") database searches to acquire ESA information for the Project area.
- Contact the Oregon Biodiversity Information Center ("ORBIC") to obtain data regarding listed threatened and endangered species as well as those proposed for listing under the federal and state ESA that may occur within the API. Consultant shall determine if Federally-listed species and their habitat will be affected by the Project.
- Communicate with local ODA, ODFW, NMFS and USFWS staff via phone or email to acquire additional specific ESA information for the Project area.
- Make ESA effects determinations following the analysis of gathered ESA information. If a determination is No Effect for at least one listed or proposed species, obtain Agency concurrence on the No Effects determination.
- Coordinate with design staff, CPM and WFLHD to develop appropriate measures (i.e., construction special provisions) to avoid impacting listed species proposed for coverage in the NE Memo if avoidance measures are necessary to obtain the No Effect determination.
- Prepare draft NE Memo for the Project area using the most recent ODOT provided form; provide to WFLHD and CPM for review and comment.
- Prepare final NE Memo for WFLHD acceptance.
- Notify Agency immediately if Consultant determines that an ESA determination of No Effect is no longer appropriate.

Note: It is understood that ESA No Effect Memorandums for geotechnical drilling must be obtained as quickly as possible. Consultant will coordinate with WFLHD and County to develop a streamlined ESA no effect memo process compliant with WFLHD processes and procedures. For budgeting purposes it is assumed that two separate ESA no effect memorandums (one for geotechnical drilling and one for the entire project area) will be required. However Consultant will attempt to streamline and expedite the geotechnical ESA no effect memo to the extent practicable under the guidance and direction of WFLHD

and the County. Consultant shall make use of information obtained for the geotechnical drilling ESA no effect memo to inform the project wide ESA no effect memo to minimize duplicate effort.

Consultant Deliverables and Schedule:

Consultant shall prepare and submit:

- One electronic PDF copy of the Draft Geotechnical Drilling No Effect Memo to CPM and WFLHD for review per Task 1 Project Design Schedule.
- One electronic PDF copy of the Final Geotechnical Drilling No Effect Memo to CPM and WFLHD within 2 weeks following receipt of draft review comments.
- One electronic PDF copy of the Draft Project Wide No Effect Memo to CPM and WFLHD for review per Task 1 Project Design Schedule.
- One electronic PDF copy of the Final Project Wide No Effect Memo to CPM and WFLHD within 2 weeks following receipt of draft review comments.

Task 3.6 Wetland and Water Resources

Consultant shall research and prepare documentation necessary to satisfy the requirements of Section 404 of the Clean Water Act and Oregon's Removal Fill Law (ORS 196.795-196.990).

Task 3.6.1 Wetland/Waters of the U.S./State Fieldwork and Determination Memo.

Consultant shall complete a wetland field determination and ordinary high water mark "(OHWM)" demarcation for the Project Study Area ("PSA").

Consultant shall use available data (including but not limited to: soil surveys, aerial photos, National/Local Wetland Inventory maps ("NWI/LWI")) as well as data gathered in the field to document the presence or absence of wetlands within the PSA.

Consultant shall:

- Determine wetland boundaries within the PSA in accordance with the criteria and methods described in the *1987 Corps of Engineers Wetland Delineation Manual (Environmental Laboratory Technical Report Y-87-1)* and appropriate Regional Supplements.
- Place flags in the field to show wetland and upland sample plot locations, and the wetland boundaries. Label and number the flags to identify their function. Consultant shall collect the flag locations with a GPS unit and provide data point locations to County.
- Prepare sketch maps of approximate wetland boundaries with numbering of flags or stakes.
- Ensure that field methods used and data collected meet the U.S. Army Corps of Engineers ("USACE") and DSL technical requirements for wetland delineations and ordinary high water demarcations. Collect and record wetland delineation data on approved wetland determination data sheets for possible inclusion with a wetland delineation report.
- Place flags in the field to show the OHWM elevation of all jurisdictional surface waters. Assess the OHWM elevation using Agency accepted field indicators. The two (2) year flood event elevation (calculated) may be used in the absence of field indicators.
- Prepare sketch map of approximate OHWM boundaries concurrently with the wetland and OHWM field work with sequential numbering of flags or stakes to be provided prior to site survey for Project base mapping.
- Consultant shall notify CPM if wetlands are present and will be impacted.

Consultant shall prepare one Wetland Determination Technical Memo. The memo must include:

- Description of the PSA;
- Summary of existing available information, noting the standard information that is not available (i.e., if no County soil survey coverage exists for the area, then it must be stated);
- Field reconnaissance methods;
- Results of field reconnaissance;
- Data Sheets;
- Color photographic record depicting on-the-ground conditions; and
- Sketch mapping depicting locations of wetlands or waterways within the study area.

Immediately following completion of the wetland field work, Consultant shall submit preliminary information to WFLHD and County documenting that wetlands/waters will not be impacted by geotechnical drilling activities.

Consultant Deliverables and Schedule:

Consultant shall prepare and submit:

- Sketch map of approximate wetland and waters boundaries to CPM and WFLHD (if present) per the schedule in Task 1.
- Notification to CPM and WFLHD (via email) if wetlands are present and will be impacted per the schedule in Task 1.
- Electronic copy (Word) of the draft Wetland Determination Technical Memo to CPM and WFLHD for review per the schedule in Task 1.
- Electronic copy (PDF) of the Final Wetland Determination Technical Memo to CPM two weeks following receipt of draft review comments.

Task 3.6.2 Wetland/Waters of the U.S./State Delineation Report (RESERVED)

Task 3.6.3 Wetland Functional Assessment Report (RESERVED)

Task 3.7 Environmental Permits and Clearances (RESERVED)

TASK 4 - PUBLIC INVOLVEMENT SUPPORT

Consultant shall assist County, as defined below, for the design phase of the Project through Final PS&E. County will have overall responsibility for the Project public involvement and outreach program.

Task 4.1 Public Involvement Plan (RESERVED)

Task 4.2 Public Involvement Meetings

Consultant shall attend up to 2 meetings, as listed below, to provide Project information and address specific questions and concerns related to the Project.

- community open house

Consultant shall document input received from the meetings and prepare written summaries. Each meeting summary must include, but is not limited to, talking point, questions, responses, and action items identified.

Consultant shall prepare:

- meeting agenda (2)
- project fact sheets (2)
- aerial graphics (4 total)
- roll maps (2 total)
- project drawings

County will schedule, coordinate the location and advertise the meetings. For budgeting purposes, it is assumed that 2 Consultant staff (PM and Geotechnical Engineer) shall attend each 2-hour public meeting.

Consultant Deliverables and Schedule:

Consultant shall:

- Submit draft agenda for each public involvement meeting (in Word format) to the CPM one (1) week prior to each scheduled meeting.
- Submit final agenda (in .pdf format) to CPM one (1) business day prior to the scheduled meeting.
- Provide written meeting summaries to CPM within 5 working days of each meeting.
- Provide one set of documents, as bulleted above, to be presented at each meeting.

Task 4.3 Electronic Communication (RESERVED)

TASK 5 - UTILITIES

Consultant shall perform the coordination of all utility facilities within the limits of the Project in accordance with the Oregon Utility Relocation Manual (available at: <https://www.oregon.gov/ODOT/ROW/Pages/Utilities.aspx> under "Policies and Guidance").

If any utility is nonresponsive or uncooperative, Consultant shall notify County, and County will communicate with the utility to affect a solution.

Task 5.1 Utility Location and Coordination

Consultant shall perform utility coordination and liaison activities with utility owners/operators for the Project. Consultant shall comply with the current version of the Utility coordination policy requirements as described in the ODOT Oregon Utility Relocation Manual. This work includes reviewing utilities that may be in conflict with the Project work and utility relocation coordination with the utility owners to resolve those potential conflicts. Additionally, Consultant shall obtain system mapping from utilities located within the Project limits. The Consultant shall use this information to confirm the survey map as provided. Where potential conflicts exist, Consultant shall work with the utility owner to acquire their "pothole" information for verification of utility size and depth.

Consultant Deliverables and Schedule

Consultant shall provide:

- Existing utility information gathered in Task 5.1 to be added to the survey base map where different.
- Maintain a record of communications with each utility within the Project limits. Copies of communication record must be provided to CPM within 3 days of request.

Task 5.2 Utility Report (RESERVED)

Task 5.3 Utility Coordination Meetings

To facilitate the development of each utility relocation plan, Consultant shall organize, conduct, prepare for and attend the following utility coordination meetings with utilities within the Project limits:

- Utility kickoff meeting to begin utility coordination. The meeting must address known facilities, potential for impact, design alternatives to address conflicts, timing requirements for potential relocations, and initial information on reimbursable requirements

Consultant shall prepare a meeting agenda, and meeting minutes summarizing the discussions at the group meeting.

For budgeting purposes, it is assumed that up to 2 Consultant staff shall attend the 2-hour meeting, not including travel time from Salem.

Consultant Deliverables and Schedule

For each meeting Consultant shall provide to CPM:

- Meeting Agenda and Meeting Minutes for the meeting; agenda due within 2 business days prior to meeting; meeting minutes due within 5 business days after meeting

Task 5.4 Utility Relocations (Reserved)

Task 5.5 Utility Reimbursement (Reserved)

Task 5.6 Utility Certification (Reserved)

TASK 6 - GEOTECHNICAL, GEOLOGIC AND PAVEMENT DESIGN SERVICES

Consultant shall provide documentation which summarizes and presents the results of the investigation, analyses, and recommendations.

Task 6.1 Data Review / Reconnaissance

Data Review:

Consultant shall review available existing information to evaluate the following:

- Geologic conditions and hazards along the proposed Project alignment.

Consultant shall review available information from the following sources (as applicable):

- Existing published and unpublished literature from County records
- Previous geology and/or geotechnical investigation reports.
- County maintenance records

Reconnaissance:

Consultant shall conduct a geologic, and geotechnical reconnaissance of the site consisting of up to 2 separate site visits. Consultant shall identify the following:

- Geologic conditions at the Project site, any geologic hazards present and their impacts to the proposed Project elements.
- Identify and develop a map of landslide features, check and measure (if possible) the existing inclinometers, mark boring locations, identify access routes to boring locations and logistical considerations; and

As part of the site reconnaissance work, Consultant shall:

- Observe surface conditions that may be indicative of subsurface conditions of concern, as well as past or ongoing geologic processes (e.g., areas of seeps or springs, erosion, unstable slopes, shallow groundwater, roadway settlement, offsets and depressions, existing earthwork performance, exposed soil and bedrock units).
- Identify site constraints, staging concerns (for exploration and construction), and environmental considerations
- Identify potential exploration and/or monitoring locations.
- Locate borings and stake or paint on the ground proposed boring locations.

Consultant Deliverables and Schedule:

Information from this task shall be incorporated into deliverables for Task 6.8.

Task 6.2 Exploration and Testing Work Plan (ETWP)

Consultant shall prepare an Exploration and Testing Work Plan (ETWP) prior to beginning field work. No field work is to be performed, other than initial site reconnaissance, before review and approval by County of the ETWP.

The ETWP shall address the proposed drilling (borings and cores), and Dynamic Cone Penetrometer (DCP) testing site access; exploration and sampling procedures; preliminary laboratory testing plan; safety plan; and the traffic control plan. The traffic control plan must address minor road encroachments as well as lane and/or shoulder closures for activities associated with the explorations and restoration of pavements, shoulders, and other areas disturbed due to subsurface exploration activities, including erosion control measures.

Consultant shall obtain required Right-of-Entry Permits from the County for exploration locations in public ROW prior to beginning field work. Right-of-way permits for site reconnaissance and explorations on County right-of-way will be provided by the County at no cost.

Consultant shall obtain required Right-of-Entry Agreement(s) from the property owner(s) under Task 14.1 prior to beginning field work.

Consultant Deliverable and Schedule:

Consultant shall provide:

- ETWP in MS Word format at least 5 business days prior to beginning field work to CPM.

Task 6.3 Subsurface Field Explorations

Consultant shall perform geotechnical field explorations including drilling borings and installing inclinometers and vibrating wire piezometers to determine the subsurface conditions and evaluate landslide failure surface(s) for the project. Consultant shall perform exploration work in accordance with all Federal, State, and Local regulations. Consultant shall perform the subsurface exploration work in conformance with the Field Exploration and Testing Work Plan as described in Task 6.1. The field exploration program will consist of seven (7) borings and installing inclinometers and vibrating wire piezometers with dataloggers in each boring. Each boring will be drilled using mud rotary drilling techniques with a tri-cone drill bit, where feasible. HQ3 wireline rock coring may be required if there is practical refusal of tri-cone mud rotary drilling or if SPT samples taken during mud rotary drilling yield unsatisfactory recovery in dense/hard materials and/or bedrock materials. The general boring locations, estimated boring depths, and instrumentation installations are shown in the table below:

General Boring Locations	Estimated Boring Depth (feet)	Inclinometer	Piezometer
Landslide 2 - roadway	100	yes	yes
Landslide 2 - roadway	100	yes	yes
Landslide 2 - roadway	100	yes	yes
Landslide 3 - roadway	100	yes	yes
Landslide 3 - roadway	100	yes	yes
Landslide 4 - upper slope	100	yes	yes
Landslide 4 - roadway	100	yes	yes

Consultant shall provide an engineer or geologist experienced in landslide characterization to supervise the field operations and log the borings. Subsurface explorations shall be conducted in general accordance with the ODOT 2018 Geotechnical Design Manual ("GDM"). Soil samples will be obtained at 2.5-foot to 5-foot intervals using either a standard penetration sampler or a Shelby tube sampler. Rock core samples will be obtained (where appropriate) using HQ3-wireline coring equipment.

Consultant shall conduct Dynamic Cone Penetrometer (DCP) tests in the six (6) borings that are on the roadway prism of North Fork Road. The DCP tests will be performed below the aggregate base. Groundwater levels will be measured if encountered.

A consultant geologist or engineer will be on site during all drilling operations to locate the drilling sites, observe drilling, perform DCP tests, collect soil and rock samples, and prepare descriptive geologic logs of the materials encountered during drilling.

Assumptions:

- The shallow soils (0 to 36 inches below ground surface) are assumed solid waste and non-hazardous and will be disposed of at a subtitle D landfill. Shoulder soil analytical results shall be sufficient to characterize shallow soil investigation-derived waste for disposal purposes. The subsurface material below a depth of 36 inches is assumed to be not contaminated and no environmental testing will be performed below this depth in the geotechnical borings. If evidence of contaminants is noted, Consultant will request direction from the County. Additional costs may accrue if additional contaminated material is encountered.
- The Utility Notification Center (One-Call) shall be contacted to clear the boring locations.
- Traffic control (single lane closure) may be required for up to six borings along the roadway. Traffic control will consist of signs and cones for a self-regulating single lane closure and will not require flaggers.
- Drilling will be accomplished on weekdays, during daylight hours, and with no time restrictions.
- Investigation-derived waste, such as drill mud, core return water, and cuttings, will be disposed of on site, outside of the existing roadway and away from waterways.
- Inclinometers and vibrating wire piezometer installations will be protected at the roadway surface with steel flush-mounted monuments. Borings off the roadway and clear zone will be completed with locked stick-up monuments.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Results of this task will be summarized in the Geotechnical Data Report and in the Preliminary Geotechnical and Pavement Design Report described in Task 6.8 in accordance with the Project schedule developed in Task 1.

Task 6.4 Laboratory Testing

Consultant shall perform laboratory tests on disturbed and undisturbed soil samples and rock core samples obtained from the explorations. The laboratory test data shall be used to check field descriptions and identifications, assist with determining engineering geologic unit boundaries, and develop engineering parameters for slope stability evaluations. The laboratory testing program may include the following tests:

- Moisture Content (ASTM D2216);
- Density and Moisture of Undisturbed Samples (ASTM D2937)
- Atterberg Limits (ASTM D4318);
- Particle Size Analyses (ASTM D6913 and D1140);
- Direct shear tests (ASTM D3080)
- Residual Torsional Ring Shear tests (ASTM D 6467); and
- Unconfined Compressive Strength of Rock (ASTM D7012).
- Gradation will be performed on the existing pulverized aggregate base to check for suitability to reuse as subbase or base rock.

All testing will be performed in accordance with applicable ASTM and ODOT standards.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Results of this task will be summarized in the Geotechnical Data Report and in the Preliminary Geotechnical and Pavement Design Report described in Task 6.8 in accordance with the Project schedule developed in Task 1.

Task 6.5 Instrumentation Monitoring

Consultant shall perform one site visit to collect initial readings from the inclinometers and download the vibrating wire piezometer data from the dataloggers after completion of instrumentation installation. Consultant shall perform up to two additional site visits for inclinometer reading and vibrating wire data collection.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Results of this task will be summarized in the Geotechnical Data Report and in the Preliminary Geotechnical and Pavement Design Report described in Task 6.8 in accordance with the Project schedule developed in Task 1.

Task 6.6 Geologic Site Characterization and Landslide Interpretation

Consultant shall use reconnaissance observations and data from the geotechnical borings and instrumentation monitoring to develop a geologic interpretation of the landslide failure surface(s) and failure mechanism(s). Up to six (6) interpretive subsurface cross sections will be developed.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Results of this task will be summarized in the Preliminary Geotechnical and Pavement Design Report described in Task 6.8 in accordance with the Project schedule developed in Task 1.

Task 6.7 Slope Stability Analysis and Mitigation Design

Consultant shall perform landslide back-calculation to estimate residual shear strength along the failure plane(s) and evaluate critical conditions triggering landslide movement. Consultant shall evaluate up to two (2) potential mitigation alternatives for each of the three (3) landslide areas (Landslide #2, Landslide #3, and Landslide #4) to develop a cost-effective mitigation alternative for the project. After the mitigation alternatives have been developed, the Consultant shall meet with the County to discuss the findings of the geotechnical investigation and the potential mitigation design alternatives. Approximate or relative costs shall be provided with each design alternative. The consultant shall then develop 30% design recommendations for the preferred alternative selected by the County.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Results of this task will be summarized in the Preliminary Geotechnical and Pavement Design Report described in Task 6.8 in accordance with the Project schedule developed in Task 1.

Task 6.8 Preliminary Geotechnical and Pavement Design Report and Geotechnical Data Report

Consultant shall summarize results of the literature review, site reconnaissance, field explorations, and geotechnical evaluations in a draft and final Preliminary Geotechnical and Pavement Design Report. The report will document the findings of the geotechnical field investigation, laboratory tests, instrumentation measurements, and landslide evaluations, and present 30% design and pavement section recommendations.

Consultant shall evaluate and recommend a preliminary roadway asphalt pavement. Pavement design shall generally follow recommendations in the ODOT Pavement Design Guide (January 2019), and the 1993 AASHTO Design Guide. Consultant's preliminary geotechnical analysis shall include:

- Provide new and reconstruction flexible (asphalt) pavement design for up to two (2) pavement sections for 20-year and 30-year design lives.
- Provide pavement and base rock material recommendations.
- Recommendations for subgrade preparation and mitigation of deleterious materials if needed.
- Construction considerations.

Consultant shall prepare a separate Geotechnical Data Report which only includes results of literature review, field exploration data, instrumentation measurements, and laboratory testing data.

Assumptions:

There will be no Foundation Data Sheets generated for this project.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft Preliminary Geotechnical and Pavement Design Report to be included in the deliverables for Task 13.2
- Final Preliminary Geotechnical and Pavement Design Report to be submitted within four (4) weeks of the DAW meeting
- Draft Geotechnical Data Report to be submitted within four (4) weeks of the DAW meeting
- Final Geotechnical Data Report within four (4) weeks of receiving review comments from the County

TASK 7 - HYDRAULICS RELATED SERVICES

Consultant shall provide stormwater management and hydraulic related design services under this SOW for delivery of Tasks and Deliverables according to the agreed upon delivery schedule.

Task 7.1 Hydraulic Site Investigation (RESERVED)**Task 7.2 Hydrologic Analysis (RESERVED)**

Task 7.3 Hydraulic Analysis (RESERVED)

Task 7.4 Hydraulics Report (RESERVED)

Task 7.5 Stormwater Management Design

The purpose of this subtask is to design stormwater systems for the conveyance and treatment of drainage for the Project.

Stormwater Conveyance

The purpose of this subtask is to provide design of stormwater conveyance facilities along the length of the Project that collect and carry highway runoff per County Standards.

Consultant shall:

- Determine the locations of flow entering and leaving the Project R/W.
- Review existing conditions downstream of locations where flow is leaving the Project R/W for deficiencies and document observations.
- Delineate on-site drainage basins, calculate peak flow rates for design, model proposed culverts and ditches and calculate hydraulic grade line to check that proper freeboard design requirements are being met.
- Compare drainage network against known utilities in the site area and provide design recommendations to minimize utility conflicts or to adjust existing utilities.
- Provide stormwater outfall design and energy dissipater design recommendations in compliance with applicable Project permits.
- Prepare stormwater conveyance plans and details to a DAP level.

Stormwater Quality Design

The purpose of this subtask is to provide design of stormwater management facilities that provide water quality treatment of highway runoff per County standards or ODOT Hydraulics Manual whichever standard is most strict.

Consultant shall:

- Define Project Contributing Impervious Area ("CIA").
- Delineate on-site drainage sub basins.
- Identify treatment Best Management Practice ("BMP") types applicable for the site.
- Identify potential locations to site facilities within and outside the existing R/W.
- Estimate facility size, type and space needs at each of the potential locations.
- Evaluate constraints to siting a stormwater facility (i.e.-drainage area, adjacent grades, roadway safety, presence of existing utilities, protected resource areas, R/W, etc.)
- Prepare a stormwater management strategy that combines potential stormwater facilities into a comprehensive solution for meeting the needs of the Project.
- Provide written design recommendations in the Stormwater Design report (Task 7.6) for:
 - Pipe network and associated pipe sizes
 - Manhole diameter
 - Pipe material recommendations
 - Channel Lining
 - Stormwater outfall
 - Energy dissipater
- Prepare stormwater quality design plans and details to a DAP level.

For budgeting purposes, it is assumed that a linear bio-slope treatment facility along the downhill side of the roadway will be the preferred design option.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Information from this task shall be incorporated into deliverables for Task 7.6.

Task 7.6 Stormwater Design Report

The purpose of this subtask is to provide preliminary stormwater design recommendations and document the final stormwater facility design recommendations.

Consultant shall prepare a preliminary version of the Project Stormwater Design Report including all deliverables referenced elsewhere for inclusion in this task, in accordance with County guidelines containing preliminary stormwater facility design recommendations.

Consultant shall prepare a final Stormwater Design Report to reflect County review comments on stormwater facility design recommendations, changes to stormwater facility design due to advancement of the overall Project design, and supporting documentation of the final stormwater facility design.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft Stormwater Design Report in .pdf file format, along with an MS Word file containing the report narrative, due with the Draft Design Acceptance Package (Task 13).
- Final Stormwater Design Report, .pdf file of complete report, due with the Draft Design Acceptance Package (Task 13).

7.7 Stormwater Operation and Maintenance (O&M) Manual (RESERVED)

7.8 Temporary Water Management Design (RESERVED)

7.9 Floodplain Impact Analysis (RESERVED)

TASK 8 - TRAFFIC ENGINEERING & MANAGEMENT

Consultant shall provide a traffic analysis and design Services under this SOW for delivery of Tasks and Deliverables according to the agreed upon delivery schedule.

Task 8.1 Traffic Analysis (RESERVED)

Task 8.2 Traffic Signal Design (RESERVED)

Task 8.3 Traffic Signal Interconnect (RESERVED)

Task 8.4 Permanent Signing (RESERVED)

Task 8.5 Permanent Pavement Markings (RESERVED)

Task 8.6 Illumination Design (RESERVED)

Task 8.7 Temporary Traffic Mobility (RESERVED)

Task 8.8 Preliminary Traffic Control Plans ("TCP")

Consultant shall investigate conceptual temporary traffic control staging for the Project to confirm constructability and determine the project footprint. Conceptual design must be developed by Consultant to accommodate vehicle traffic and developed to the level required to detail general traffic control sequencing and staging concepts. The traffic control design concept must be prepared by Consultant in accordance with the MUTCD.

Traffic control exhibits shall be created by Consultant to facilitate DAP design meetings and traffic control discussions. Consultant shall coordinate with the CPM in development of the DAP traffic control conceptual design. Cross sections at key stations shall be prepared and included in the DAP submittal. It is assumed two stages will be required at each location and up to 5 sheets will be required at DAP. Traffic control costs shall be provided in the DAP construction cost estimate.

DAP temporary traffic control sheets shall include:

- Advance signing (1 sheets)
- Temporary traffic control typical sections (3 sheets)
- Traffic control details (1 sheets)

Consultant Deliverables and Schedule:

Consultant shall provide:

- Traffic Control DAP Plans to be provided as part of Task 13.

TASK 9 - RAILROAD COORDINATION (RESERVED)

TASK 10 - ROADWAY DESIGN

Task 10.1 Alternative Analysis & Preliminary Roadway Design

Consultant shall prepare draft and final design criteria and DAP Plans, which establishes the geometric boundaries of the Project footprint, and allows for concurrent R/W, environmental permitting and the development of construction contract documents to occur. DAP plans must be developed in accordance with Marion County and AASHTO Design Standards.

As part of the DAP Design, the consultant shall evaluate up to three alternatives at each slide location in cooperation with the Geotechnical Engineer. The preferred alternative will be further detailed and summarized in the DAP Plans and cost estimate. As part of DAP design, the consultant shall evaluate alignments, profiles and superelevation as part of shifting the roadway, estimate excavation and embankment limits, evaluate and summarize right of way impacts and develop erosion and sediment control plans.

Consultant shall prepare and submit up to 40 DAP Plan sheets and prepare a construction cost estimate. (roughly 60% completion).

DAP roadway plan sheets shall include:

- Title sheet (1 sheet)
- Index of sheets (1 sheet)
- Typical sections (8 sheets)
- Detail sheets (5 sheets)
- Plan and profile sheets (8 sheets)
- Erosion and sediment control sheets (10 sheets)

Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft design criteria worksheet on County form to be submitted to County within twelve (12) weeks of receiving NTP. Final design criteria worksheet on County form to be submitted to County within three (3) weeks of receiving review comments from the County
- Roadway DAP Plans (to be provided as part of Task 13).
- Construction Cost Estimate (to be provided as part of Task 13)

TASK 11 - STRUCTURE DESIGN

Task 11.1 DAP Retaining Wall Alternatives, Analysis & Preliminary Design (CONTINGENCY)

Consultant will evaluate the structural design constraints for wall types if selected as alternatives. In coordination with the other disciplines, consultant will present to the County a recommendation for UP TO two (2) feasible wall types for each of the three (3) slide areas where walls are selected as alternatives. The analysis will be in coordination with the project's geotechnical recommendations and preliminary results and in accordance with current AASHTO LRFD Bridge Design Specifications. Consultant will contribute a structural narrative and preliminary plans for the DAP report.

Consultant shall:

- Prepare preliminary retaining wall evaluation(s), analysis, and design.

- Prepare preliminary wall narrative for the DAP report
- Provide up to three (3) drawings at each of the three (3) slide locations. (P&E and a section view for each of the two wall types at each slide location selected).
- Prepare preliminary construction cost estimates for each wall option evaluated

Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft wall narrative and plan sheets to be incorporated into the Draft DAP (Task 13)

TASK 12 - INTERCHANGE DESIGN (RESERVED)

TASK 13 - DESIGN ACCEPTANCE PACKAGE

The objective of the DAP is to identify the size of the Project footprint, required design exceptions and any required environmental permits prior to preparing the Advance and Final Plans. Consultant shall prepare a DAP that includes design plans, cost estimate and a design narrative that addresses the following:

- Summary of design exceptions that will be necessary
- Summary of existing conditions, (i.e., Project location, roadway classification, lanes, ADT, posted speed, roadside features, and other design standards pertinent to the Project);
- Outline of Project constraints such as topography, environmental, permits, ROW, utilities and cost (NOTE: these may be executive summaries prepared by Consultant for other deliverables associated with this Project);
- Environmental impacts and mitigation measures;
- Environmental permitting requirements;
- Utility conflicts;
- Public Involvement efforts;
- Description of geotechnical subsurface conditions;
- Draft Geotechnical and Pavement Design Report;
- Draft Stormwater Management Plan;
- ROW needs;
- Construction staging, temporary detours, and temporary protection and direction of traffic during construction;
- Overview of alternatives considered and why the preferred alternative was selected for each of the three active landslides
- Traffic Engineering Narrative:
 - Temporary traffic control/staging requirements
- Environmental Narrative
 - Environmental impacts and mitigation measures
 - Environmental permitting requirements
- List of utility conflicts and utility contact information;
- Constructability Recommendations
- Construction cost estimate.

Consultants shall prepare DAP plan sheets in 11x17 full size sheets according to the following table of sheets:

Note: The number of plan sheets listed below is an estimate only. Consultant shall prepare all plan sheets necessary for a complete DAP package.

Name of Sheet	Scale	Estimated # of Sheets
Title sheet	N/A	1
Index of Sheets	N/A	1
Typical sections	Varies	8
General Details	NTS	5

Temporary protection and direction of traffic	Varies	15
Roadway plan & profile	60	8
Drainage/stormwater plan/profiles	60	8
Erosion control	60	10
Drainage/water quality details	Varies	2
Retaining wall plans and details (Includes Boring Logs?)	Varies	9
Sign and striping plans	60	N/A

*Note: Indicates sheets that will only be prepared if a contingency task is activated

Consultant shall summarize and reference in the DAP all of the reports and technical memoranda pertinent to the Project. Consultant shall prepare and submit design plans and a cost estimate as appendices to the DAP. Drawings submitted with the DAP must be marked as "Design Acceptance Plans for Review." Both the DAP and the design plans must bear the responsible engineer's seal. Consultant shall prepare the Title sheet in accordance with County and FHWA standards and provide an Index to the drawing set.

Marion County will provide comments on the DAP. Consultant shall address County comments. Consultant shall attend a DAP Plan Review Meeting to communicate and discuss resolution to County review comments. Consultant shall provide written responses to address review comments received from the County after attending the DAP Plan Review Meeting.

Consultant Deliverables and Schedule:

Consultant shall provide:

- 1 electronic copy of DAP in PDF format to CPM within 16 weeks of NTP, unless agreed to by the County based upon the geotechnical investigation requiring further monitoring of the site. 1 electronic copy of written responses to DAP review comments CPM within 1 week of the DAP Plan Review Meeting.

Task 13.3 Preliminary Cost Estimate and Constructability/Value Engineering Review

Consultant shall prepare preliminary cost estimates for the remaining elements of the Project and develop a comprehensive preliminary Project Cost Estimate. The estimate must be based on standard County bid items and current average unit cost data from Estimator Bid Catalogs. The estimate must include appropriate percentages for CA/CEI and contingencies at the DAP development stage.

Consultant shall conduct a constructability and value engineering review of all preliminary design plans and assumptions. This will consist of a team of construction specialist that will review design drawings, including conceptual staging plans. The team shall confer with each other on potential conflicts and problems and will look for opportunities to improve the design to make it easier and possibly less expensive to build. Consultant shall prepare a narrative providing recommendations as part of the draft DAP.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Constructability/Value Engineering narrative submitted with the Draft DAP
- 1 electronic copy (MS Excel® and .pdf) of Draft Preliminary Cost Estimate submitted as part of DAP

TASK 14 - RIGHT OF WAY (ROW)

It is anticipated that one (1) property will require the acquisition of Right-of-Way which may include permanent acquisitions and temporary construction easements.

Consultant shall:

- Determine any partial right-of-way acquisitions or easements required based on the preferred design.

- Prepare, negotiate, and obtain property owner signatures for temporary right-of-entry documents for the purposes of environmental and geotechnical studies for one (1) file. Consultant shall use template provided by County.
- Develop confidential budgetary right-of-way and easement cost that will be used to evaluate any project alignment alternatives. Consultant will provide a spreadsheet of potential right-of-way acquisitions, listing phone numbers, site addresses and type(s) of acquisitions from each parcel: parcel maps, and right-of-way acquisition and preliminary cost estimates for each parcel.

Consultant Deliverables and Schedule:

Consultant shall provide:

- One (1) Right of Entry approximately six (6) weeks from NTP
- Budgetary right-of-way and easement costs to be included in the deliverables for Task 13

TASK 15 - FINAL PLANS, SPECIFICATIONS & ESTIMATE (PS&E) (RESERVED)

TASK 16 - BIDDING ASSISTANCE (RESERVED)

F. CONTINGENCY TASKS

The table below is a summary of contingency tasks that County, at its discretion, may authorize Consultant to perform. Details of the contingency tasks and associated deliverables are stated in the Task section of the Statement of Work. Consultant shall complete only the specific contingency task(s) identified and authorized via written (e-mail acceptable) Notice-to-Proceed ("NTP") issued by County's Project Manager. If requested by County, Consultant shall submit a detailed cost estimate for the agreed-to contingency Services (up to the NTE amount(s) in the Contingency Task Summary Table) within the scope of the contingency task.

If County chooses to authorize some or all of these tasks, Consultant shall complete the authorized tasks and deliverables per the schedule identified for each task. The NTP will include the contingency task name and number, agreed-to due date for completion and NTE amount for the authorized contingency task.

Each contingency task is only billable (up to the NTE amount identified for the task) if specifically authorized per NTP. In the table below, the "NTE for Each" amount for a contingency task includes all labor, overhead, profit, and expenses for the task. The funds budgeted for contingency tasks may not be applied to non-contingency tasks without an amendment to the Contract. The total amount for all contingency tasks authorized shall not exceed the maximum identified in the table below. Each authorized contingency task must be billed as a separate line item on Consultant's invoice.

Contingency Task Summary Table

Contingency Task Description	NTE for Each	Max Quantity	Method of Comp.	Total NTE Amount	Fixed Fee
2.3.1 Supplemental Topographic Data Collection and Mapping	\$ 5,362.79	1	T&M	\$5,362.79	N/A
3.4.2.1 Shoulder Material Investigation Work Plan and Health Safety Plan	\$ 1,390.00	1	T&M	\$1,390.00	N/A
3.4.2.2 Sample Collection and Reporting	\$29,543.00	1	T&M	\$29,543.00	N/A
11.1 DAP Retaining Wall Alternatives, Analysis and Preliminary Design	\$36,252.79	1	T&M	\$36,252.79	N/A
Total NTE For All Contingency Tasks:				\$72,548.58	
Total For Any Contingency Fixed-Fee Amounts:					\$ 0
Total NTE for Contingency Cost (and Fixed-Fee Amounts, if any):					\$72,548.58

EXHIBIT B - COMPENSATION

Definitions:

FCCM - Facilities Capital Cost of Money

NBR - Negotiated Billing Rates. NBRs are fully loaded billing rates used by firms that do not have an audited, approved overhead rate. NBRs are inclusive of direct salary, indirect expenses and profit.

NTE - Not to Exceed Amount

T&M - Time and Materials

A. METHOD of COMPENSATION for NON-CONTINGENCY TASKS

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with Contract requirements and all applicable standards. Consultant shall complete all Services and provide all deliverables as defined in the Contract. If the applicable compensation is exhausted, but Services and deliverables are not complete, Consultant shall complete the Services and provide the deliverables to County's satisfaction without additional compensation.

The amount payable under the Contract may be adjusted by County or renegotiated to:

- Reduce the NTE, Fixed-Price or Fixed-Fee amount associated with Tasks/Deliverables that were not authorized by County or not performed by Consultant;
- Reduce the NTE, Fixed-Price or Fixed-Fee amount commensurate with deductive amendments to reduce the risk associated with the project or to reduce the scope of work required under the Contract;
- Increase the NTE, Fixed-Price or Fixed-Fee amount for additional Tasks/Deliverables added to the scope of work via amendment to the Contract.

{The method(s) of compensation for contingency tasks, if any, is specified in Exhibit A, Contingency Task Summary Table.}

1. Time and Materials with Not-To-Exceed (T&M)

County will pay Consultant for completion of Services required under the Contract on the basis of T&M, up to the NTE amount established in the Contract. Billable items include:

- **Loaded Costs**- the NBR (which is inclusive of profit and overhead costs); or the actual direct salary rate paid to the specific employee(s) (up to the maximum rate approved in the Contract for the employee's classification) productively engaged in work to complete the Services required under the Contract, plus profit and the approved overhead.
- **Direct Non-Labor Costs** (without mark-up) - Approved travel costs (up to the rates established in Section B of this Exhibit) and other approved direct-non labor expenses that are not included in overhead.
- **Subcontractor Costs** (without mark-up, unless County notifies Consultant otherwise in writing) - the hourly labor rates and direct non-labor costs (as described above) that have been billed to Consultant and recognized by Consultant as valid, undisputed and payable.

The dollar amount for T&M non-contingency Services is: \$ 710,042.82

B. PAYMENT OPTIONS

Payments will occur only after County has determined that Consultant has completed, and County has accepted, the required Services (including defined deliverables) for which payment is sought via a properly submitted and correct invoice.

(For T&M) - Progress Payments for Acceptable Progress. County will pay Consultant monthly progress payments for actual costs, up to the Contract NTE amount, for Consultant's acceptable (and verifiable) progress on tasks and deliverables included in the invoice.

C. TRAVEL

Travel costs are allowable only if they are authorized under the Contract and if the travel is essential to the normal discharge of County's responsibilities and is related to official County business. **All travel shall be conducted in the most efficient and cost-effective manner that results in the best value for the State.** Personal expenses shall not be authorized at any time. The following guidelines shall apply to the Contract:

- The travel, lodging, and per diem rates referenced in this Section C are the maximums that Consultant's estimate (or reimbursement, if applicable) may be based on. Travel rates other than those referenced in this Section C may be negotiated in the Contract, however, under no circumstance shall travel, lodging and per diem rates exceed the maximums set forth by the State Controller at <https://www.oregon.gov/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf>.
- Mileage - For compensation based on Cost-Plus-Fixed-Fee or Time and Materials (or Fixed Price or Price Per Unit when travel reimbursement is approved and mileage is compensated separately), all mileage approved by County will be reimbursed according to the rates set forth by the State Controller at <https://www.oregon.gov/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf> that are in effect on the date when the travel occurs.
- For compensation based on Cost-Plus-Fixed-Fee or Time and Materials, Consultant shall submit receipts for travel-related expenses billed to County, such as but not limited to, lodging, rental vehicles, and air fare. If lodging is shared by two or more travelers, the lodging receipt must indicate the names of any travelers on official State business who shared the room.

D. INVOICES

Consultant shall submit invoices in the format required by County (and with supporting documentation to substantiate charges on the invoice, including a detailed line-item breakdown of labor and direct non-labor costs by task/subtask) no more frequently than once per month. The address for invoice submittal is set forth in Exhibit J. In addition to all other applicable invoice requirements in this section D, each invoice must include the following information:

- The project name (per the STIP)
- Invoice number
- Invoice date
- Billing period
- The County's Contract number
- The County's project number
- The ODOT key number
- The federal-aid number
- The County project manager's name
- Remit address
- Overhead and FCCM rates
- Consultant project manager's name
- Task numbers from contract
- Percent complete of each task/deliverable
- Total amount due for the billing period

Progress Reports: Each monthly invoice must include a progress report. The monthly progress report must cover the period invoiced and, at minimum, must:

- Describe the previous month's project activities and the planned activities for the next month;
- For each task/deliverable identify the percentage completed during the month and the cumulative percentage completed;
- Reconcile progress of each task/deliverable with the schedule identified for each.
- Identify issues/concerns that may affect the project Statement of Work, schedule or budget.

"Paid Summary Report"

Consultant shall complete and submit to CPM Paid Summary Report(s) [form 734-2882] per the instructions on the form. Consultant must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance. **This reporting is required for all Contracts that include subs, regardless of funding or whether or not a DBE goal or Certified Small Business Aspirational Target is assigned.**

T&M Compensation:

- Consultant shall prepare invoices based on the actual hourly rates, up to the maximums for each respective classification approved in the Contract, of the employees (or subconsultants) that performed the Services.
- Consultant shall provide documentation in each invoice to itemize all reimbursable actual labor costs and direct non-labor expenses for which Consultant seeks reimbursement, including a breakdown by task of the number of labor hours for each employee, employee names and classifications. Include receipts for any items purchased or equipment rentals for the Project that exceed \$100. Include copies of all invoices, similarly detailed, from authorized subconsultants.
- County will reimburse Consultant for approved travel expenses incurred in accordance with **Exhibit B, Section C** of the Contract, if County has agreed to reimburse Consultant for travel expenses. For travel expense claims include receipts for lodging; rental cars, airfare.

County may request a full written itemization of and receipts for, but not limited to, any or all labor and direct costs billed by Consultant. Consultant shall provide written itemization and receipts to County within 5 business days of County's request. County will not make payment to Consultant under the applicable invoice until County has received all requested supporting documentation from Consultant and County has approved the invoiced amounts. Any overdue payments to Consultant by County for an approved invoice are subject to ORS 293.462.

E. PAYMENT TERMS

Payment will be made to Consultant no later than 45 calendar days from receipt of invoice completed in conformance with all contractual requirements. County will endeavor to notify Consultant within 10 business days of receipt of invoice regarding any necessary revisions or corrections to the invoice. If revisions are necessary, payment will be made no later than 45 calendar days from receipt of the revised invoice. Any interest for overdue payment will be in conformance with Oregon law.

F. CORRECTIVE WORK

Consultant shall complete all Services, including Deliverables, as required in the Contract to County's satisfaction. If County, using reasonable discretion, determines that the Services or associated deliverables, or both, are unacceptable, County shall notify Consultant in writing of the deficiency. Within 7 calendar days (unless a different timeframe is agreed to by the Parties) of receipt of the deficiency notification Consultant shall respond to County outlining how the deficiency shall be corrected. Consultant shall correct any deficiencies in the Services and Deliverables to County's satisfaction without further compensation. County will not unreasonably withhold payment.

G. WITHHOLDING/RETAINAGE

County reserves the right to initiate, at any time during the Contract, withholding of payment equal to 5% of the amount of each invoice submitted to County under the Contract. County will make final payment of any balance due to Consultant promptly upon verification of completion and acceptance of all Services by County and will pay interest as required on retainage.

H. PAYMENT REDUCTION

County, or its duly authorized agents, may audit Consultant's fiscal records, including certified payroll and overhead records at any time. If County finds previously undisclosed inaccurate or improper costs have been invoiced and paid, County will notify Consultant and seek clarification. County, in its sole discretion, may reduce the payment for Services by withholding the inaccurate or improper amounts from any future payment to Consultant, withhold the inaccurate or improper amounts from final payment to Consultant, or may use any other means to seek recovery of already paid but improperly calculated amounts.

I. SPECIFIC LIMITATIONS and UNALLOWABLE CHARGES**Specific Limitations**

For cost reimbursement compensation such as CPFF or T&M, Consultant shall invoice County only for actual productive time Consultant personnel spend on Services by any level of Consultant's staff (up to the established not-to-exceed amount). Consultant's general supervisors or personnel who are responsible for more than one County project shall charge only for actual productive time spent directly on the project identified in the Contract.

County will pay Consultant only up to the hourly rates set forth in the Contract that are commensurate with the type of Services performed regardless of the classification, title, or level of experience of the individual performing those Services. However, under no circumstances shall Consultant invoice County based on higher direct salary rates than the actual amount paid to its employees.

Discriminatory Pricing. Direct and indirect costs as applied to work performed under County contracts and subcontracts may not be discriminatory against the County. It is discriminatory against the County if employee (or owner/sole proprietor) compensation (in whatever form or name) is in excess of that being paid for similar non-County work under comparable circumstances.

Discriminatory Wage Rates. Pursuant to ORS 279C.520, Consultant shall comply with the prohibitions set forth in ORS 652.220. Failure to comply is a breach that entitles the County to terminate the Contract for cause.

Employee Discussions Regarding Compensation. Consultant shall not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person (see ORS 279C.520(1)).

Unallowable Charges

County will not pay for direct or indirect costs that are unallowable under the provisions of 48 CFR Part 31.

Costs or direct charges for, but not limited to, the following are not reimbursable:

- Costs for negotiation of the Contract or Contract amendments, including but not limited to proposal preparation, BOC preparation, preparation for negotiations, and negotiation of level of effort/budget.
- Costs related to disputes or E&O Claims, including but not limited to discussions, meetings and preparation of any dispute or claim related documentation.

- Mark-up on subcontractors or direct non-labor costs.
- Transfer of knowledge and information related to Key Person replacements.
- Correcting or making adjustments to incorrect or improper invoices.
- Direct compensation for items included in firm's indirect costs (unless properly credited back to indirect cost).
- Premium costs incurred as a result of working overtime or holidays. (Premium time should normally be charged to overhead. In accordance with ORS 279C.520, employees shall be paid at not less than time and one-half for all overtime worked and for work on legal holidays, except for individuals who are excluded from receiving overtime under personal services contracts pursuant to ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209.)

J. INDIRECT COSTS, SALARY and BILLING RATE SCHEDULES

1. Approved cost data on file with ODOT - If Consultant or its subconsultants have current, approved overhead, salary, or NBR rate schedules on file at ODOT, Consultant and its subconsultants will submit those approved rate schedules and any required certifications (or County may obtain rate schedules from ODOT) as required in subsections 2 and 3 below for use under the Contract.

2. Overhead Schedule - If Consultant or subconsultants calculate overhead as part of their normal business practice, the overhead schedules shall be prepared and submitted in accordance with ODOT's Billing Rate Policy (as may be revised from time to time by ODOT) available at: <https://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/brPolicy.pdf>. Consultant Certification of compliance with Federal Cost Principles is required per FHWA directive 4470.1a: <https://www.fhwa.dot.gov/legisregs/directives/orders/44701a.htm>. A signed Certification of Final Indirect Costs form must be submitted with the overhead schedule.

In order to assess the adequacy of an audited overhead rate for use in fair and reasonable price negotiation, County and/or ODOT may evaluate a firm's financial capability, internal control structure, and overhead schedule. This includes a determination as to the applicability of historical overhead rates to the anticipated future contract period, performing financial ratio analysis, evaluating overhead account trends and utilization rates for reasonableness.

3. Salary and Billing Rate Schedules

Consultant shall, and shall cause all of its subconsultants to submit electronically to County the applicable rate schedules described below.

Direct Salary Rate Schedule - includes the name, classification and actual direct salary rate as approved for each employee that may be used under the Contract. This schedule is required for firms that calculate an overhead rate. This schedule will not be included in the Contract but will be retained by County.

Negotiated Billing Rate Schedule - may be required for Consultants or subconsultants that do not have a cognizant or acceptable independent audit for overhead rates (or do not calculate overhead as part of their normal accounting practice) and County determines it is in the public's best interest to negotiate specific billing rates. Instead of calculating a billing rate using a formula that applies overhead, profit, and FCCM to the direct salary rate, this schedule lists negotiated rates that are fully inclusive of profit, overhead and any cost of living or merit raises. The billing rates invoiced under the Contract must not exceed the rates per classifications listed in the schedule and may be no greater than the lowest rates charged to other public or private clients.

Direct Non-Labor Rate Schedule - is an optional schedule used to list actual costs of reimbursable items that are not included in the firm's overhead rate (or that are properly applied as a credit in overhead calculation).

Approved Rate Schedules - The rate schedules approved for the Contract and the BOC are incorporated into this Contract by this reference. Prior to approval of additional subconsultants, Consultant shall provide to County any requested documentation of qualifications and experience of the prospective subconsultant and its staff.

K. RATE REVISIONS

The hourly rates (including escalations, if any) approved for use under this Contract shall remain in effect throughout the duration of the Contract unless revisions are approved by County. Any approved revisions to the hourly rates allowable under the Contract shall not cause an increase in the Contract NTE amount (exceptions may be approved by County on a case by case basis).

L. BREAKDOWN OF COSTS (BOC)

Prior to execution of the Contract or any amendments that add Services, Consultant shall prepare and submit a BOC based on the approved overhead and actual direct salary rates (and approved NBRs as applicable) for each classification to be used under the Contract. Consultant shall include names of proposed staffing in the BOC.

The BOC must include a detailed breakdown of the costs for each element of the work regardless of compensation method. The BOC must identify:

- a) the proposed staff assignments (classifications and names) and hours per task and sub-task;
- b) an itemization with documentation (estimates from vendors shall be provided upon request) to support rental equipment, flaggers, travel and other direct non-labor expenses; and
- c) the estimate for Services as provided by each subconsultant that shows the assigned staff and hours per task and sub-task and itemized direct non-labor costs. County may ask for qualifications of any staff assigned to work on a project if they were not included in Statement of Proposal originally submitted for solicitation.
- d) the certification status of any disadvantaged business enterprise, minority-owned business, woman-owned business, service-disabled veteran-owned business or emerging small business subcontractors included in the BOC.
- e) **Contingency Tasks.** Amounts for any contingency tasks must be shown as a separate line-item for each task. The amount for a contingency task must include all labor, overhead, profit, and expenses for the task. Expenses for contingency tasks must not be included in an overall amount for direct non-labor expenses applied to the budget for the non-contingency tasks. Enter the agreed to unit and extended amounts for contingency tasks in the Contingency Task Summary table.

The final BOC (dated April 17, 2020) is not physically attached, but is incorporated into this Contract by this reference with the same force and effect as though fully set forth herein. A copy of the final BOC has been provided to the Consultant prior to execution of this Contract.

EXHIBIT C - INSURANCE

All insurance required by this Contract shall be maintained with insurers with an A.M. Best Financial Strength Rating of no less than A-. Insurers must be legally authorized to transact the business of insurance and issue coverage in the State of Oregon. Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and self-insurance. Prior to beginning work and during the term of this Contract, including any extensions or warranty period, Consultant shall maintain in force at its own expense each insurance set forth below:

1. **Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (Consultants with one or more employees, unless exempt under ORS 656.027).
2. ☒ **Required by County** ☐ **Not required by County.**
Professional Liability insurance with a per claim, incident or occurrence limit, or the equivalent, of not less than ☒ \$1,000,000, or ☐ \$2,000,000. Any annual aggregate limits must not be less than ☐ \$1,000,000, or ☒ \$2,000,000. This insurance must cover damages caused by negligent acts, errors or omissions of Consultant and Consultant's subcontractors, agents, officers or employees related to the professional Services to be provided under the Contract. If this insurance is provided on a "claims made" basis, Consultant shall continue the same coverage for ☒ 2 years, ☐ 3 years, or ☐ 6 years after completion of the Services or acquire "tail" coverage or an Extended Reporting Period endorsement for the foregoing extended period beyond Contract expiration or termination. Evidence of any required extended period coverage will be a condition of final payment under the Contract.
3. ☒ **Required by County** ☐ **Not required by County.**
Commercial General Liability insurance must be issued on an occurrence basis with per occurrence limit, or the equivalent, of not less than \$1,000,000 covering "bodily injury" and "property damage." Any annual aggregate limits shall not be less than \$2,000,000.
4. ☒ **Required by County** ☐ **Not required by County.**
Automobile Liability insurance covering Consultant's business-related automobile use, with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for "bodily injury" and "property damage," including coverage for all owned, non-owned, rented or hired vehicles.
5. **Notice of change or cancellation.** There shall be no cancellation, material change (one that would adversely impact the protection of County provided through the insurance coverages required in this Exhibit C), reduction of limits or intent not to renew the insurance coverage(s) without 30 calendar days prior written notice from Consultant or its insurer(s) to County. All policies and certificates of insurance, including Workers' Compensation, must include a notice of cancellation or nonrenewal clause as required under ORS 742.700 to 742.710.
6. **Certificates of Insurance.** As evidence of the insurance coverages required by this Contract, Consultant shall furnish acceptable insurance certificates to County prior to Contract execution. Throughout the life of this Contract, Consultant shall submit updated certificates of insurance prior to the policy expiration date(s) indicated for the required coverages. If requested by County, Consultant shall either: a) provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to County; or b) make such insurance policies, endorsements, self-insurance documents and related insurance documents available for inspection by County's representatives at a location in the State of Oregon that is reasonably convenient for County's representatives responsible for verification of the insurance coverages required under the Contract.
7. **Additional Insureds.** Insurance certificates for Automobile and Commercial General Liability must include an endorsement physically attached to the certificate specifying the County, the State of Oregon, the OTC, the Oregon Department of Transportation, and their respective officers, members, agents and employees as Additional Insureds and must expressly provide that the interest of the Additional Insureds shall not be affected by Consultant's breach of policy provisions.
8. **Subcontractors.** Consultant shall: (i) obtain proof of the above insurance coverages, as applicable, from any subcontractor providing Services related to this Contract, or (ii) include subcontractors within Consultant's coverage for the duration of the subcontractor's Services related to this Contract.

EXHIBIT D - TITLE VI NON-DISCRIMINATION PROVISIONS

During the performance of this Contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- a. **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- b. **Nondiscrimination:** Consultant, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- d. **Information and Reports:** Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County, ODOT, FHWA or the Federal Transit Administration (FTA) as appropriate, to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to County, ODOT, FHWA or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this Contract, County shall impose such Contract sanctions as it, ODOT, FHWA or FTA may determine to be appropriate, including, but not limited to:
 - (i) Withholding of payments to Consultant under the Contract until Consultant complies, and/or
 - (ii) Cancellation, termination or suspension of the Contract, in whole or in part.
- f. **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as County, ODOT, FHWA or FTA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, Consultant may request County, ODOT, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**EXHIBIT E - DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROVISIONS (Goal)
(RESERVED)**

**EXHIBIT E.1 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISIONS
(No-Goal) (RESERVED)**

EXHIBIT F - SPECIAL TERMS & CONDITIONS (RESERVED)

EXHIBIT G - AERIAL PHOTOGRAPH OF WORK AREA



EXHIBIT H - RESERVED

EXHIBIT I - ERRORS & OMISSIONS ("E&O") CLAIMS PROCESS

Exhibit I is not physically attached but is incorporated into this Contract with the same force and effect as though fully set forth herein. For purposes of this Contract, the term "Agency", as used in the E&O Claims Process, means "local public agency". The E&O Claims Process (as may be revised from time to time by ODOT) is available at the following Web address as Exhibit I:

<http://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/xbtl.pdf>

EXHIBIT J - CONTACT INFORMATION and KEY PERSONS**1. Party Contact Information.****a.1 * County's Project Manager (CPM)**

Name:	Mark Foster
Ph:	503-373-4307
E-mail:	mafoster@co.marion.or.us

a.2 *: County Contract Administrator for contractual matters:

Name:	Tim Beaver, Contracts Specialist
Ph:	503-365-3100
E-mail:	tbeaver@co.marion.or.us

a.3 County's address for invoicing:

Mailing Address:	Marion County Public Works 5155 Silverton Rd. NE Salem, OR 97305 Attn: Mark Foster
E-mail:	mafoster@co.marion.or.us

b. **Consultant's Project Manager (PM) for this Contract is:

Name:	Jeff Bernardo, P.E.
Ph:	541-762-2079
E-mail:	jbernardo@dowl.com

c. Consultant's remit address for payments and contact for billings:

Name:	Lori Lovewell
Address:	DOWL, LLC 920 Country Club Road, Suite 100B Eugene, OR 97401
Ph:	541-762-2103
E-mail:	llovewell@dowl.com

* County may change the Contract Administrator or Project Manager designation by promptly sending written notice (e-mail acceptable) to Consultant, with a copy to ODOT Procurement Office.

**Any changes to Consultant's Project Manager must be approved in writing (e-mail acceptable) by County.

2. Key Persons

Consultant acknowledges and agrees that County selected Consultant, and is entering into the Contract because of the special qualifications of Consultant's key personnel ("Key Persons" or "Key Personnel"), which may include specific staff agreed to during Contract negotiations. In particular, County, through the Contract is engaging the expertise, experience, judgment and personal attention of the Key Persons identified in the Contract.

Each Key Person shall not delegate performance of any management powers or other responsibilities he or she is required to provide under the Contract to another of Consultant's or subconsultant's personnel without first obtaining the written consent of County. Further, Consultant shall not re-assign or transfer any Key Person to other duties or positions such that the Key Person is no longer available to provide County with his or her expertise, experience, judgment, and personal attention according to any schedule established under the Contract without first obtaining County's prior written consent to such re-assignment or transfer. Notification of request to change a Key Person shall be in writing (via e-mail or other form as may be required by County.) Throughout the term of the Contract, Consultant shall provide updated information (if requested by County) to demonstrate the continuing qualifications of any staff working on County projects, including those approved as Key Persons.

In particular, County, through the Contract is engaging the expertise, experience, judgment and personal attention of the following Key Persons:

Name	Role
Jeff Bernardo, PE	Project Manager
Austin Bloom	Environmental/Permitting
Stan Petroff, PE	Roadway/Traffic
Adrian Holmes, CEG	Engineering Geologist
Seth Hemelstrand, SR/WA	Right of Way

3. Reassignment or Transfer of Key Person

In the event Consultant requests that County approve a reassignment or transfer of a Key Person:

- Consultant shall provide a resume for the proposed substitute demonstrating that the proposed replacement has qualifications that are equal to or better than the qualifications of the person being replaced.
- County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person.
- Any substitute or replacement for a Key Person must be approved in writing (e-mail acceptable) and shall be deemed to be a Key Person under the Contract.

Consultant agrees that the time/costs associated with the transfer of knowledge and information for a Key Person replacement is not a cost borne by County and shall not be billed to County. This includes labor hours spent reviewing project documentation, participation in meetings with personnel associated with the Contract/project, and participating in site visits to become familiar with the project.

**AMENDMENT NO. 1 TO
CONTRACT NO. PW-3425-20**

1. This is Amendment No. 1 to Contract No. PW-3425-20 (as amended from time to time) between Marion County, hereafter called County, and DOWL, LLC, which the Parties agree is synonymous with the defined term “Contractor” or “Consultant” as referenced in the Contract.

2. The Contract is hereby amended as follows:

The Statement of Work is amended to add work related to geotechnical drilling and explorations as follows:

Task 6.3 Subsurface Field Explorations is amended to add traffic control as follows:

A. Add the following language immediately prior to the word “Assumptions”:

Consultant shall provide all required temporary traffic control measures (in accordance with Standard Specification Section 00225), including signs, cones and flaggers, during any drilling or exploration activities that obstruct the roadway.

B. Under “Assumptions”, delete the third bulleted item that begins with “Traffic control ...”.

C. Add the following to “Consultant Deliverables and Schedule”:

- Signed daily “Traffic Control Inspection Report” for each day traffic control is in place, submitted (in .pdf format) to CPM on a weekly basis.

Task 14 Right of Way (ROW) is amended for added right-of-entry documents as follows:

A. Replace the third bulleted item under “Consultant shall” with the following:

Prepare, negotiate, and obtain property owner signatures for temporary right-of-entry documents for the purposes of environmental and geotechnical studies for three (3) files. Consultant shall use template provided by County.

B. Under “Consultant Deliverables and Schedule”, replace the first bulleted item with the following:

- Three (3) executed Right of Entry forms submitted (in .pdf format) to the CPM in accordance with the project schedule developed in Task 1.2.

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

4. Amendment Information Table:

Project Title: North Fork Road Slide Stabilization		County Project Number: 104678	
Project Location: Eastern Marion County near Mehema		Associated RFP Number: PW645-19	
Federal Aid Number: 1517414709601		No DBE Goal	
A. Prior total Not-to-Exceed (“NTE”) amount for this Contract (including any previous amendments and contingency amounts).			\$ 782,591.40
B. Net amount for this Amendment			\$ 19,971.52
C. Total Not-to-Exceed (“NTE”) amount for this Contract. This total includes: a) all allowable costs and expenses, profit, and fixed-fee amount, if any; and b) \$72,548.58 for contingency tasks, each of which must be separately authorized by County.			\$ 802,562.92

CONSULTANT CERTIFICATIONS

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

- (1) Consultant has provided its correct TIN to County;
- (2) Consultant is not subject to backup withholding because (a) Consultant is exempt from backup withholding, (b) 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 (c) 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; 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) Consultant has read this Amendment, understands it, and agrees to be bound by its terms and conditions.
- (2) Consultant understands and agrees that various documents are not physically attached, but are incorporated by reference and have the same force and effect as if fully set forth herein.
- (3) Consultant understands and has provided to all Associates the COI Disclosure Form available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>. Consultant and (to the best of the undersigned's information, knowledge and belief) Consultant's Associates are in compliance with the disclosure requirements of the COI Disclosure Form and have no conflicts of interest to disclose. If disclosures regarding this Amendment or the related Project are required per the COI Disclosure Form, Consultant has made such disclosures to County on a properly prepared and submitted form and, if determined necessary by County or ODOT, a mitigation plan has been approved by County and ODOT.
- (4) (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
(c) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
(d) Consultant shall require that the language of this certification be included in all subcontracts in excess of \$100,000 at all tiers and that all such subcontractors shall certify and disclose accordingly.
- (5) Consultant is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779.
- (6) In the event that Consultant is a general partnership or joint venture, Consultant signature(s) on this Amendment constitutes certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

<p>This Amendment shall not become effective and no Payment shall be made for Services that are performed before all necessary governmental approvals have been obtained, the Amendment is fully executed, and Notice-To-Proceed has been issued by County.</p>

Counterparts: The Amendment may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Amendment so executed shall constitute an original.

DOWL, LLC. SIGNATURE(S)

Signature:  Date: 9 SEPT 2020

Name: AUSTIN Bunn Title: Manager

Signature: _____ Date: _____

Name: _____ Title: _____

MARION COUNTY SIGNATURES:

Authorized Signature:  9/28/2020
Department Director or designee Date

Authorized Signature:  10/1/2020
Chief Administrative Officer Date

Reviewed by Signature:  10/1/2020
Marion County Legal Counsel Date

Reviewed by Signature:  9/30/20
Marion County Contracts & Procurement Date

ENGINEERING AND RELATED SERVICES CONTRACT

Contract Number: PW-3425-20

Project Title: North Fork Road Slide Stabilization	County Project Number: 104678
Project Location: Eastern Marion County near Mehama	Associated RFP Number: PW645-19
Federal Aid Number: 1517414709601	No DBE Goal
Total Not-to-Exceed ("NTE") amount for this Contract. This total includes: a) all allowable costs and expenses, profit, and fixed-fee amount, if any; and b) \$72,548.58 for contingency tasks, each of which must be separately authorized by County.	\$ 782,591.40

This Contract is between Marion County, hereafter called "County" and DOWL, LLC, an Alaska Limited Liability Company, hereafter called "Consultant." County and Consultant together are also referred to as "Parties" and individually referred to as "Party." The primary contacts for this Contract are identified in Exhibit J, Contact Information and Key Persons.

This Contract includes Federal Highway Administration ("FHWA") funding coordinated through the Western Federal Lands Highway Division. See Section 18 - Compliance with Applicable Law.

For purposes of this Contract:

- a) "business days" means calendar days, excluding Saturdays, Sundays and all State of Oregon recognized holidays;
- b) "calendar days" means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State of Oregon holiday or other day;
- c) "Engineering" Services means architectural, engineering, photogrammetric mapping, transportation planning or land surveying services that must be procured using qualifications based selection procedures [see ORS 279C.100 and ORS 279C.110]; and
- d) "Related Services" has the meaning provided in ORS 279C.100.

TERMS AND CONDITIONS

Contract Effective Date and Term. This Contract is effective on the date it has been signed by the parties and all required approvals have been obtained. No work or compensation under the Contract is authorized until notice to proceed has been issued in writing (email acceptable) by the County. Unless otherwise amended or terminated, this Contract shall expire June 30, 2022.

2. Statement of Work. Consultant shall perform all Services and deliver all deliverables as described in Exhibit A, Statement of Work (the "Services"). The required schedule for performance under the Contract is specified in the Statement of Work.

3. Compensation. The maximum NTE amount, which includes the total of all allowable and reimbursable costs and expenses (and contingency tasks, if any) payable to Consultant under this Contract, is set forth in the table above and detailed further in Exhibit B, Compensation. County reserves the right, in its sole discretion, to amend this Contract to increase this amount for additional Services within the scope of the procurement. If this Contract was awarded as a Direct Appointment/Small Purchase, amendments to increase the maximum amount payable are subject to limitations and additional requirements as set forth in applicable Federal, State and local laws. The payment methodology and basis for payment to Consultant is described in Exhibit B, Compensation. Consultant and any subconsultants are subject to the requirements and limitations of 48 CFR Part 31 - Contract Cost Principles and Procedures.

4. Contract Exhibits. This Contract includes the following exhibits, each of which is incorporated into this Contract as though fully set forth herein:

- Exhibit A - Statement of Work
- Exhibit B - Compensation
- Exhibit C - Insurance
- Exhibit D - Title VI Non-Discrimination Provisions

- Exhibit E - Disadvantaged Business Enterprise (“DBE”) Provisions (RESERVED)
- Exhibit E.1 - Disadvantaged Business Enterprise (DBE) Provisions, No-Goal (RESERVED)
- Exhibit F - Special Terms & Conditions (RESERVED)
- Exhibit G - Aerial Photograph of Work Area
- Exhibit H - RESERVED
- Exhibit I - Errors & Omissions (“E&O”) Claims Process
- Exhibit J - Contact Information and Key Persons

5. Order of Precedence. Unless a different order is required by law, this Contract shall be interpreted in the following order of precedence: this Contract (including all amendments, if any) less all Exhibits, attachments and other documents/information incorporated into this Contract, then the Statement of Work and Payment Schedule, then all other Exhibits, then any other attachments or documents/information incorporated into this Contract by reference.

6. Independent Contractor; Conflict of Interest; Responsibility for Taxes and Withholding; Consultant Oversight.

- Consultant, by its signature on the Contract, certifies that it is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779, which is available at the following link: <https://www.irs.gov/pub/irs-pdf/p1779.pdf>. Consultant shall perform all required Services as an independent contractor. Although County reserves the right (i) to determine the delivery schedule (as mutually acceptable to County and Consultant) for the Services to be performed and (ii) to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant is not an "officer", "employee", or "agent" of County, as those terms are used in ORS 30.265.
- Consultant, by its signature on the Contract, certifies that: (i) Consultant and, to the best of its information, knowledge and belief, its Associates have made any disclosures required under the COI Disclosure Form (available at: https://www.oregon.gov/ODOT/Business/Procurement/DocsLPA/COI_LPA.docx) or any applicable law; and (ii) if a conflict of interest is discovered during the term of the Contract, Consultant shall timely submit a COI Disclosure Form to County disclosing the conflict(s).
- Consultant shall be responsible for all Federal or State of Oregon (“State”) taxes applicable to compensation or payments paid to Consultant under the Contract and, unless Consultant is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Consultant's Federal or State tax obligations. Throughout the duration of the Contract, Consultant shall submit an updated W-9 form (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) to County whenever Consultant's backup withholding status or any other information changes. Consultant is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Consultant under the Contract, except as a self-employed individual.
- Consultant shall not be responsible for or have control over the means, manner, methods or techniques required of or used by other consultants or contractors under contract with County, unless otherwise expressly agreed to in writing by the Parties. The Parties agree, however, that these Section 6.d. provisions do not in any way revise or adjust Consultant's professional responsibility to report to County any information that comes to Consultant's attention (during performance of this Contract) pertaining to a project, or to performance by other consultants or contractors on a project, that would adversely affect County or a particular project.

7. Subcontracts and Assignment; Successors and Assigns

- Consultant shall obtain County's written consent prior to entering into any subcontracts for any of the Services required by the Contract, or in any manner assigning, selling or transferring any of its rights or interest under the Contract or delegate any of its duties or performance under the Contract. In addition to any other provisions County may require, Consultant shall include, in any permitted subcontract under the Contract, contractual provisions that shall require any subcontractor (which may also be referred to as “subconsultant”) to comply with Sections 9, 10, 11, 12, 13, 16, 17, 18, 19, 23, 27 and 29 of these Contract provisions, the limitations of **Exhibit B** - Compensation, **Exhibit D** - Title VI Nondiscrimination Provisions, and the requirements and sanctions of ORS Chapter 656, Workers' Compensation, in the performance of the subcontractor's Services on the project that is the subject of the Contract, as if the subcontractor were the Consultant. County's consent to any subcontract shall not relieve Consultant of any of its duties

or obligations under the Contract, including with respect to any Services, whether performed or to be performed by Consultant or a subcontractor.

- b. The provisions of the Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and permitted assigns, if any.
- c. Any purported assignment, delegation or disposition in violation of subsection "a." above is void.

8. Third Party Beneficiaries. The Federal Highway Administration (FHWA) through the Western Federal Lands Highway Division is the intended third-party beneficiary of the Contract. Otherwise, there are no third-party beneficiaries of the Contract.

9. Representations and Warranties. Consultant represents and warrants to County that (i) Consultant has the power and authority to enter into and perform the Contract, (ii) the Contract, when executed and delivered is a valid and binding obligation of Consultant, enforceable in accordance with its terms, (iii) the Services under the Contract will be performed in accordance with the professional standard of care set forth in Section 10 below; (iv) Consultant is duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, is duly qualified and professionally competent to perform the Services; and (v) Consultant is an experienced firm having the skill, legal capacity, professional ability and resources necessary to perform all the Services required under the Contract. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

10. Professional Standard of Care; Responsibility of Consultant; Design Within Funding Limit

a. Professional Standard of Care.

Consultant shall perform all Services under the Contract in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline when performing similar services under similar circumstances, taking into consideration the contemporary state of the practice and the project conditions.

b. Responsibility of Consultant.

- (i) Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other Services furnished by Consultant under the Contract. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications and other Services.
- (ii) County's review, approval or acceptance of, or payment for, the Services required under the Contract shall not be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of the Contract, and Consultant shall be and remain liable to County in accordance with applicable law for all damages to County caused by Consultant's negligent performance of any of the Services furnished under the Contract or negligent failure to perform any of the Services under the Contract.
- (iii) The rights and remedies of County provided for under the Contract are in addition to any other rights and remedies provided by law.
- (iv) If Consultant is comprised of more than one legal entity (for example, a joint-venture or partnership), each such entity shall be jointly and severally liable under the Contract.

c. Design Within Funding Limit.

When the Services under the Contract include preparation of design plans for the project:

- (i) Consultant shall accomplish the design Services required under the Contract so as to permit construction of the project within County's budget for construction. **County's budget for construction of the project is \$5,570,000.** Consultant shall promptly advise County's Contract Administrator if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable project within these limitations. Upon receipt of such information, the Contract Administrator will review Consultant's revised estimate of construction cost. County may, if it determines that the estimated construction contract price set forth in this Section is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in this Section, or County may adjust such estimated construction contract price.
- (ii) Prior to releasing the bid for the construction contract, County will prepare an estimate of constructing the design submitted. If County's estimator(s) determines Consultant's design exceeds County's budget for the construction contract as set forth in Section (i) above {and as may be revised per

Section (i) above}, then Consultant shall perform such redesign and other Services as are necessary to permit contract award within the funding limitation. These additional Services shall be performed at no increase in the price of the Contract. However, Consultant shall not be required to perform such additional Services at no cost to County if Consultant's design exceeds County's budget {as set forth in Section (i) above} as a result of conditions beyond Consultant's reasonable control.

11. Ownership of Work Product

a. Definitions. The following terms have the meanings set forth below:

- (i) "Consultant Intellectual Property" means any intellectual property owned by Consultant and developed independently from the Contract.
- (ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than County or Consultant.
- (iii) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item, and all intellectual property rights therein, that Consultant is required to deliver to County pursuant to the Contract.

b. Work Product. All Work Product created by Consultant pursuant to the Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of County. County and Consultant agree that Work Product that constitutes original works of authorship (the "Original Work Product") is "work made for hire" of which County is the author within the meaning of the United States Copyright Act. If for any reason Original Work Product created pursuant to the Contract is not "work made for hire," Consultant hereby irrevocably assigns to County any and all of its rights, title, and interest in all Original Work Product created pursuant to the Contract, whether arising from copyright, patent, trademark, trade secret, or any other State or Federal intellectual property law or doctrine. Upon County's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Original Work Product in County. Consultant forever waives any and all rights relating to Original Work Product created pursuant to the Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. However, see Sections 11.c and 11.d immediately below, for provisions applicable to Consultant Intellectual Property, Third Party Intellectual Property, Consultant Intellectual Property derivative works and Third Party Intellectual Property derivative works.

c. Consultant and Third Party Intellectual Property. In the event that any Work Product is Consultant Intellectual Property or Third Party Intellectual Property (Consultant Intellectual Property or Third Party Intellectual Property that is applicable to the Services being performed by Consultant under the Contract or included in Work Product deliverable to County under the Contract), or in the event any Consultant Intellectual Property or Third Party Intellectual Property is needed by County to reasonably enjoy and use any Work Product, Consultant hereby agrees that it will grant to, or obtain for, the County an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Consultant Intellectual Property and or Third Party Intellectual Property, including the right of County to authorize contractors, consultants and others to do the same on County's behalf. This obligation of the Consultant does not apply to a situation involving a third party who enters a license agreement directly with the County. At the request of Consultant, County shall take reasonable steps to protect the confidentiality and proprietary interests of Consultant in any Consultant Intellectual Property licensed under this Section, within the limits of the Oregon Public Records Law (ORS 192.410 through 192.505) and the Oregon Uniform Trade Secrets Act (ORS 646.461 to 646.475).

d. Consultant and Third Party Intellectual Property-Derivative Work. In the event that Work Product created by Consultant under the Contract is a derivative work based on Consultant Intellectual Property or Third Party Intellectual Property, or is a compilation that includes Consultant Intellectual Property or Third Party Intellectual Property, Consultant hereby agrees to grant to, or obtain for, County an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of Consultant Intellectual Property or Third Party Intellectual Property employed in the Work Product, including the right of County to authorize others to do the same on County's behalf.

e. Consultant Use of Work Product. Notwithstanding anything to the contrary in this Section 11, Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless specified otherwise in Exhibit A - Statement of Work, County hereby grants to

Consultant a non-exclusive, non-transferable, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display County-owned Work Product on other unrelated projects, except for any "Confidential Information" protected from disclosure under the provisions of Section 12 below, pertaining to Confidentiality and Non-Disclosure.

12. Confidentiality and Non-Disclosure. Consultant and its subcontractors, and their respective employees and agents, shall keep confidential all information, in whatever form, produced, prepared, observed or received to the extent that such information is designated as confidential by the County, by law, or by this Contract. In the event Consultant is required to disclose Confidential Information pursuant to a subpoena or other legal process, Consultant shall immediately notify County of such subpoena or other legal process, provide County with copies of any subpoena, other legal process and any other written materials supporting the subpoena or other legal process, and otherwise cooperate with County in the event County decides to oppose the disclosure of the Confidential Information. In the event County decides not to oppose such subpoena or other legal process or County's decision to oppose the subpoena or legal process has not been successful, Consultant shall be excused from the confidentiality provisions of this Section, to the extent necessary to meet the requirements of the subpoena or other legal process controlling the required disclosure.

13. Indemnity

- a. **Claims for Other Than Professional Liability.** *Consultant shall indemnify, defend, save, and hold harmless the County, FHWA and their respective officers, members, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of the acts or omissions of Consultant or its subcontractors, or their respective agents or employees, under the Contract.*
- b. **Claims for Professional Liability.** *Consultant shall indemnify, defend, save, and hold harmless the County, FHWA and their respective officers, members, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of the professionally negligent acts, errors or omissions of Consultant or its subcontractors, or their respective agents or employees, in the performance of Consultant's professional services under the Contract.*
- c. **Indemnity for Infringement Claims.** *Without limiting the generality of section 13(a) or 13(b), Consultant expressly agrees to indemnify, defend, save and hold harmless the County, FHWA and their respective officers, members and their agencies, subdivisions, officers, directors, agents, and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, arising out of or relating to any claims that Consultant's services, the Work Product or any other tangible or intangible items delivered to the County by Consultant that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, County shall provide Consultant with prompt written notice of any infringement claim. Provided, however, Consultant shall not be obligated to indemnify, defend, save and hold harmless the County (or other entities identified above) under this section 13(c), based solely on the following: Consultant's compliance with County specifications or requirements, including, but not limited to the required use of tangible or intangible items provided by County.*
- d. **Defense Qualification.** *Neither Consultant nor any attorney engaged by Consultant shall defend or purport to defend a claim in the name of the County or FHWA without first receiving from the applicable entity, authority to act as legal counsel, nor shall Consultant settle any claim on behalf of the foregoing entities without the approval of these entities. The County or FHWA may, at their election and expense, assume their own defense and settlement.*
- e. **County's Acts or Omissions.** *This section 13 does not include indemnification by Consultant of the County and FHWA and their respective officers, members, agents and employees, for the acts or omissions of these entities and their respective officers, members, agents and employees, whether within the scope of the Contract or otherwise.*

14. Insurance. Consultant shall carry insurance as required on **Exhibit C.**

15. Termination

- a. **Termination by Mutual Consent.** The Contract may be terminated at any time, in whole or in part, by mutual written consent of the Parties.

- b. County's Right to Terminate for Convenience.** County may, at its sole discretion, terminate the Contract, in whole or in part, upon 30 calendar days prior written notice to Consultant.
- c. County's Right to Terminate for Cause.** County may terminate the Contract, in whole or in part, immediately upon written notice to Consultant or at such later date as County may establish in such notice, upon the occurrence of any of the following events:
- (i) County fails to receive appropriations, limitations or other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments for Consultant's Services. Payments under this Contract and continuation of this Contract beyond the current biennium are subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available from current funding sources. The County may terminate this Contract, and Consultant waives any and all claims for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason the County's funding from local, state and/or federal sources is not appropriated or is withdrawn, limited or impaired;
 - (ii) Federal, State or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under the Contract are prohibited or County is prohibited from paying for such Services from the planned funding source;
 - (iii) Consultant no longer holds any license or certificate that is required to perform the Services; or
 - (iv) Consultant commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform the Services under the Contract within the time specified or any extension thereof, or so fails to perform the Services as to endanger Consultant's performance under the Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after County's notice to Consultant, or such longer period as County may specify in such notice.
- d. Consultant's Right to Terminate for Cause.**
- (i) Consultant may terminate the Contract by giving written notice to County if County fails to pay Consultant pursuant to the terms of the Contract and if County fails to cure within 14 calendar days after receipt of Consultant's written notice, or such longer period of cure as Consultant may specify in such notice.
 - (ii) Consultant may terminate the Contract, for reasons other than nonpayment, if County commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform under the Contract within the times specified, or so fails to perform as to endanger Consultant's performance under the Contract, and such breach, default or failure is not cured within 14 calendar days after Consultant's notice to County, or such longer period as Consultant may specify in such notice.
- e. Remedies.**
- (i) In the event of termination pursuant to Sections 15(a), 15(b), 15(c)(i), 15(c)(ii) or 15(d), Consultant's sole remedy (except as otherwise required by applicable State or Federal law) shall be a claim for payment of the satisfactory Services actually rendered up to the time of termination, less previous amounts paid and any claim(s) which State has against Consultant, except in the event of a termination under Section 15(c)(i) where no payment will be due and payable for Services performed or costs incurred after the last day of the current biennium. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay all excess to County upon demand.
 - (ii) In the event of termination pursuant to Section 15(c)(iii) or 15(c)(iv), County shall have any remedy available to it in law or equity. If it is determined for any reason that Consultant was not in default under Section 15(c)(iii) or 15(c)(iv), the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 15(b).
- f. Consultant's Tender Upon Termination/Retained Remedies of County.** Upon receiving a notice of termination of the Contract, Consultant shall immediately cease all activities under the Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of the Contract, Consultant shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon County's request, Consultant shall surrender to anyone County designates, all documents, information, research, works-in-progress, Work Product and other property, that are deliverables or would be deliverables had the Contract been completed, that are in Consultant's possession or control and may be needed by County to complete the Services.

16. Records Maintenance; Access. Consultant, and its subconsultants, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Consultant shall maintain all other records pertinent to the Contract and the project and shall do so in such a manner as to clearly document Consultant's performance. The County, FHWA and the Comptroller General of the United States (CGUS) and their respective, duly authorized representatives shall have access, and Consultant shall permit the aforementioned entities and individuals access, to such fiscal records and other books, documents, papers, plans and writings of Consultant that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts. Consultant shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Any cost data submitted by Consultant pursuant to this Contract may be shared with FHWA and CGUS, as necessary, for audit purposes. County and FHWA shall have the right to review or examine the work in progress for any Services performed under the Contract.

17. Performance Evaluations. County will conduct performance evaluation(s) on the Consultant and its subconsultants during the term of the Contract, which will be compiled and maintained by County, and become a written record of Consultant's performance. Generally, the performance evaluations will include criteria related to, but not limited to, quality and technical performance, adherence to contract scope and budget, schedule performance, and business relations (including communications and negotiations performance). County will provide a copy of the performance evaluation results to Consultant within 14 calendar days following completion. Consultant may respond, in writing, or may request a meeting to address any or all findings contained in the completed performance evaluation within 30 calendar days following receipt. County may adjust evaluation score(s) upon County's finding of good cause. County may provide copies of any performance evaluation documentation to FHWA, and other parties unless lawfully exempt from disclosure. County may use performance evaluation findings and conclusions in any way deemed necessary, including, but not limited to, corrective action, requiring submittal of performance improvement plan by Consultant and withholding of retainage. County and FHWA may use Consultant performance under previous contracts as a selection criterion for future contracts.

18. Compliance with Applicable Law. Consultant shall comply with all Federal, State and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Consultant's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Consultant or the Parties, and other circumstances then existing. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659a.142; (iv) the Clean Air Act (42 U.S.C. 7401-7671q); (v) the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387); (vi) Executive Order 11738; (vii) Environmental Protection Agency regulations (40 CFR part 15); (viii) and all applicable standards, orders, regulations and administrative rules established pursuant to the foregoing laws. County's performance under the Contract is conditioned upon Consultant's compliance with, and Consultant shall comply with, the obligations applicable to public contracts and intended for contractors under ORS 279C.520 and 279C.530, which are incorporated by reference herein. All rights and remedies available to County under applicable federal, state and local laws are also incorporated by reference herein and are cumulative with all rights and remedies under the Contract. If Consultant discovers a conflict among Federal, State and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, Consultant shall in writing request County to resolve the conflict (in collaboration with FHWA as applicable). Consultant shall specify if the conflict(s) create a problem for the design or other Services required under the Contract. If County concludes there is a conflict among the applicable laws, Federal laws shall govern among the others; State laws shall govern over the others except Federal. The resolution of the conflict of the applicable laws by County shall be final and not subject to further review or challenge.

19. Permits and Licenses

- a. **Permits and licenses to conduct business.** Unless otherwise specified in **Exhibit A**, Statement of Work, Consultant shall obtain, hold, maintain and fully pay for during the term of the Contract all permits and

licenses required by law for Consultant to conduct its business and perform the Services under the Contract.

- b. **Permits and licenses required for the project.** Unless otherwise specified in **Exhibit A**, Statement of Work, Consultant shall obtain, hold and maintain during the term of the Contract all permits and licenses required for the project (for example, permits from regulatory authorities and use permits or licenses from owners of real and personal property), but County shall pay for such permits and licenses. Consultant shall review the project site, if applicable, and the nature of the Services that Consultant shall perform under the Contract. Consultant shall advise County throughout the course of the project as to the necessity of obtaining all project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses.

20. Foreign Contractor. If Consultant is not domiciled in or registered to do business in the State of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to the Contract.

21. Force Majeure. Neither County nor Consultant shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to, fire, riot, acts of God, terrorist acts or other acts of political sabotage, or war where such cause was beyond the reasonable control of County or Consultant, respectively. Consultant shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

22. Survival. All rights and obligations shall cease upon termination or expiration of the Contract, except for the rights and obligations set forth in Sections 5, 9, 10, 11, 12, 13, 15(e), 15(f), 16, 22, 23, 26, 27 and 29 and all other rights and obligations which by their context are intended to survive.

23. Time is of the Essence. Consultant agrees that time is of the essence in Consultant's performance of its obligations under the Contract.

24. Notice. Except as otherwise expressly provided in the Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by e-mail, by personal delivery, facsimile, or mailing the same, postage prepaid, to Consultant or County at the e-mail address, the delivery address or facsimile number set forth in the Contract, or to such other addresses or numbers as either Party may hereafter indicate in writing to the other. Any notice or day-to-day communication sent by e-mail shall be deemed received when it is sent. **The recipient of any notice sent by e-mail shall reply by e-mail to confirm receipt of such notice.** Any communication or notice made by personal delivery shall be deemed to be received when actually delivered. Any communication or notice properly addressed and mailed shall be deemed received 5 calendar days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received on the date of the notice of successful transmission generated by the transmitting machine. To be effective, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator or Consultant's representative, as applicable.

25. Severability. The Parties agree that if any term or provision of the Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

26. Dispute Resolution and Errors & Omissions Claims Process. In the event of a dispute between the Parties regarding any aspect of the Contract or performance under the Contract, the Parties agree to attempt in good faith to investigate and resolve any such dispute through direct communications and negotiations.

- a. **Errors & Omissions Related.** In the event those good faith efforts do not resolve disputes related to potential Errors and Omissions, the Parties agree to make good faith efforts to resolve the matter pursuant to **Exhibit I**, Errors & Omissions Claims Process.
- b. **Other Disputes.** In the event good faith efforts do not resolve disputes unrelated to Errors & Omissions, the Parties agree to make a good faith effort to resolve any such dispute through fact finding and non-binding mediation prior to resorting to litigation. The mediator shall be selected by mutual agreement of

the Parties. If the Parties fail to agree on a mediator, each Party shall select a mediator and those two persons shall agree on a third-party, who will be the sole mediator. The cost of the mediator shall be split equally between the Parties.

- c. **Notification to FHWA.** County shall immediately notify FHWA of any disputes that seek resolution with the Errors & Omissions Claims Process or mediation.

27. Governing Law; Venue; Consent to Jurisdiction. The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County (or any agency or department of the State of Oregon) and Consultant that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the Circuit Court located in the County in which the Project is located; provided, however, if a Claim must be brought in a Federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the County or State of Oregon of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution, or otherwise. **CONSULTANT, BY EXECUTION OF THE CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

28. Amendments. County may amend the Contract to the extent permitted by applicable statutes, administrative rules and ordinances and as mutually agreed upon by County and Consultant. County may agree to appropriate increases in the maximum compensation payable under the Contract, should any County-approved increase occur in the scope, character, schedule or complexity of Services as outlined in the Statement of Work. Consultant shall not commence any Services authorized under an amendment, and the amendment is not effective, unless it is in writing, signed by the Parties and all approvals required by applicable law have been obtained.

29. False Claims

- a. Consultant understands and acknowledges it is subject to the Oregon False Claims Act (ORS 180.750 to 180.785) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Contract, Consultant certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Contract or the Project for which the Services are being performed, including but not limited to Consultant's statement of proposal and any invoices, reports, or other deliverables.
- b. Consultant shall immediately disclose (in writing) to County whenever, in connection with the award, performance or closeout of the Contract, or any subcontract thereunder, Consultant has credible evidence that a principal, employee, agent, or subcontractor of Consultant has committed—
 - (i) A violation of the Oregon False Claims Act; or
 - (ii) A violation of State or Federal criminal or civil law involving fraud, conflict of interest, bribery, gratuity or similar misconduct.
- c. Consultant must include subsections (a) and (b) of this section in each subcontract Consultant may award in connection with the performance of the Contract. In doing so, Consultant may not modify the terms of those subsections, except to identify the subcontractors or sub grantee that will be subject to those provisions.

30. Certified Small Businesses. Respecting certification as a disadvantaged business enterprise, minority-owned business, woman-owned business, business that a service-disabled veteran owns or an emerging small business under ORS 200.055, as and when applicable, the Consultant shall maintain the certifications, and require in its subcontracts that subcontractors maintain the certifications required by Section 2, Chapter 325, Oregon Laws 2015, as amended by Section 26, Chapter 565, Oregon Laws 2015 as a material condition of the Contract. If the Consultant or subcontractor was awarded the Contract or subcontract, as applicable, in the course of County carrying out an affirmative action goal, policy or program under ORS 279A.100, and fails to maintain the required certification, County may terminate the Contract, require the Consultant to terminate the subcontractor, or exercise any of remedies reserved for breach of the Contract.

31. Merger Clause; Waiver; Interpretation. The Contract, including everything incorporated by reference, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the Contract. No waiver, consent,

modification or change of terms of the Contract shall bind either Party, unless such waiver, consent, modification or change of terms is in writing and signed by the Parties, and all necessary federal governmental approvals have been obtained. Such a waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. Either Party's failure to enforce any provision of the Contract shall not constitute a waiver by that Party of that or any other provision. The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.

CONSULTANT CERTIFICATIONS

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

- (1) Consultant has provided its correct TIN to County;
- (2) Consultant is not subject to backup withholding because (a) Consultant is exempt from backup withholding, (b) 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 (c) 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; and local taxes administered by the Department of Revenue under ORS 305.620.

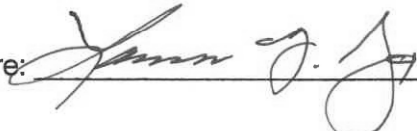
B. Any individual signing on behalf of Consultant hereby certifies they are authorized to sign this Contract and that:

- (1) Consultant has read this Contract, understands it, and agrees to be bound by its terms and conditions.
- (2) Consultant understands and agrees that various documents are not physically attached, but are incorporated by reference and have the same force and effect as if fully set forth herein.
- (3) Consultant understands and has provided to all Associates the COI Disclosure Form available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/LPA.aspx>. Consultant and (to the best of the undersigned's information, knowledge and belief) Consultant's Associates are in compliance with the disclosure requirements of the COI Disclosure Form and have no conflicts of interest to disclose. If disclosures regarding this Contract or the related Project are required per the COI Disclosure Form, Consultant has made such disclosures to County on a properly prepared and submitted form and, if determined necessary by County or ODOT, a mitigation plan has been approved by County and ODOT.
- (4) Consultant is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779.
- (5) In the event that Consultant is a general partnership or joint venture, Consultant signature(s) on this Contract constitutes certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Contract.

No Payment shall be made for Services that are performed before all necessary governmental approvals have been obtained, the Contract is fully executed, and Notice-To-Proceed has been issued by County.

Counterparts: The Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

DOWL, LLC. SIGNATURE(S)

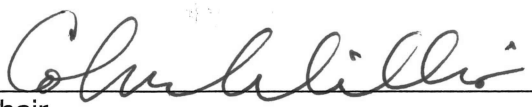
Signature:  Date: 6/1/2020

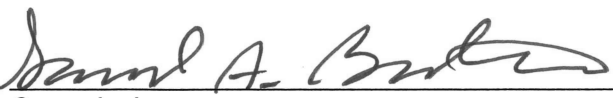
Name: LAWRENCE H. FOX Title: CHIEF OPERATING OFFICER

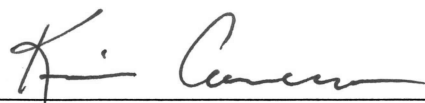
Signature: _____ Date: _____

Name: _____ Title: _____

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

 5/27/2020
Chair Date

 5-27-20
Commissioner Date

 5.27.2020
Commissioner Date

Authorized Signature:  5/12/2020
Department Director or designee Date

Authorized Signature:  5/22/20
Chief Administrative Officer Date

Reviewed by Signature:  5/20/20
Marion County Legal Counsel Date

Reviewed by Signature:  May 18, 2020
Marion County Contracts & Procurement Date

EXHIBIT A - STATEMENT OF WORK

A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

Project Background:

North Fork Road provides all-season access to the Opal Creek Scenic Recreation and Wilderness Areas, Bull of the Woods Wilderness Area, several Marion County Parks, BLM lands, private timber lands, well over 100 private home sites and generally accommodates public use of the streams and forests in the region.

Sections of the road have been experiencing recurring landslide and stability problems since prior to the 1980's. There are three active slide areas within a 0.6-mile segment that require considerable annual maintenance and repair attention. For reference, these are numbered Slides #2 through #4, from west to east. The County finished the stabilization project for Slide #1, which is just west of Slide #2, in 2011 under a 2008 Oregon Forest Highway Project Grant. This Contract is to address the remaining three slides.

In 2007, this section of paved road was "pulverized" to allow for grading of the slip planes and ease of maintaining a safe driving surface. It was pulverized again in 2014 to reshape the road and remove potholes that developed over seven years of traffic compaction. The County regularly monitors these slide areas which have continued to move, even during the dry summer periods. Consultation with an engineering geologist indicates that movement of Slides #2, #3 and #4 can be expected to continue and probably worsen over time if left unchecked.

If conditions worsen, weight limits will have to be imposed on North Fork Road which will require many trips to be diverted to the only viable detour, which is Gates Hill Road. Unfortunately, this very steep, higher elevation alternative route has its own issues that hinder access to the large area served by North Fork Road. Complete closure of the road will be disastrous for many users who depend on it. There is also a safety concern for travelers who routinely use the sections of road that have not been stable.

The County has completed maintenance activities to improve drainage and shift the roadbed away from the steep drop-off in slide #2. Continual maintenance activities are required on Slide #4 as it continues to slide. These activities are designed to prolong the life of the roadway and prevent further deterioration until permanent repairs can be funded. The County's geotechnical consultant has completed their investigation and recommended designs tailored to the needs of each of the slide areas.

Project Description:

The project area is a 0.6 mile long section of North Fork Road beginning at approximate Milepost (MP) 4.90 and ending at approximate MP 5.50. Within this section there are three distinct failure locations that would be restored. From 2011 to 2013, a geotechnical engineering firm investigated each of the locations and made a determination as to the probable mode of failure and the most cost-effective mitigation measures for each slide area. The project/survey limits of this project are identified by the red line in the aerial photograph shown in Exhibit G.

According to the geotechnical report dated August 26, 2013, all three slides are rotational slides that steered the mitigation efforts towards a combination of realigning the roadway away from active landscape scarps, trench and horizontal drains to reduce pore pressure in the upslope portion of the slides, construction of downslope buttressing and some upslope excavation and buttressing.

Once each of these failures is stabilized, the project would require the reconstruction and grading of the road base, asphaltic concrete pavement, gravel shoulders, and guardrail where appropriate. Native vegetation will be restored in the project areas and realignment of the roadway will be needed at Slides #2 and #4. The roadway would consist of a 22-ft wide paved, asphaltic concrete surface with gravel shoulders.

The repair of all three slides, as one project, is a high priority given the potential for catastrophic road failure at two of the three slide areas. The lack of good access alternatives for the public, east of the slide areas, lends further urgency to the need to move this project forward.

General Expectation. Consultant commits to provide Services (and oversee and direct the design of the project, if applicable) to obtain the greatest long-term value for the government, and to promote prudent expenditure of public funds within the constraints of the project, program, context, budget and cost-effective sustainability principles. Consultant shall: (i) avoid expenditures for aesthetic effect which are disproportionate to the project as a whole; (ii) use recycled/recyclable products to the maximum extent economically feasible in the performance of this Contract, and (iii) apprise County throughout the project concerning any issues or decisions with potential economic impact to the project.

Project Phasing

This Project is divided into three phases:

- Preliminary Design through Design Acceptance Package (DAP)
- Final Design (PS&E)
- Construction Engineering

This Statement of Work addresses the Preliminary Design Phase of the project. Each subsequent phase is optional, at County's discretion, and may be added via amendment(s) to this Contract.

County Responsibilities

- Coordination and communication of internal County staff;
- Provide access to available Project information, recommendations and goals;
- Review of Consultant progress to verify adherence to this Statement of Work (SOW) and delivery schedule;
- Notify Consultant of any known delays above and beyond the control of Consultant;
- Provide appropriate and timely review of Project deliverables supplied by Consultant to verify they are consistent with Project objectives and the requirements of the SOW;
- Coordinate with WFLHD for approval of NEPA documentation and right of way activities.

Acronyms and Definitions

AASHTO	American Association of State Highway and Transportation Officials	MUTCD	Manual on Uniform Traffic Control Devices
ADA	Americans with Disabilities Act	NEPA	National Environmental Policy Act
APE	Area of Potential Effect	NTE	Not to Exceed
County	Marion County	NTP	Notice to Proceed
CFR	Code of Federal Regulations	OAR	Oregon Administrative Rules
CPM	Marion County's Project Manager	ORS	Oregon Revised Statutes
DAP	Design Acceptance Package	PDT	Project Development Team
DBE	Disadvantaged Business Enterprises	PM	Consultant's Project Manager
DEQ	Oregon Department of Environmental Quality	POR	Professional of Record
DOE	Determination of Eligibility	PS&E	Plans, Specifications and Estimates
DTM	Digital Terrain Model	QA	Quality Assurance
EEO	Equal Employment Opportunity	QC	Quality Control
ESA	Endangered Species Act	ROE	Right of Entry
FAHP	Federal-Aid Highway Program	ROW	Right of Way
FOE	Finding of Effect	SHPO	State Historic Preservation Office
FHWA	Federal Highway Administration	SOW	Statement of Work
IGA	Intergovernmental Agreement	WFLHD	Western Federal Lands Highway Division
LPIF	Letter of Public Interest Finding		

B. STANDARDS and GENERAL REQUIREMENTS

1. Standards

a. Preliminary Engineering and Design Phase Services - The following design standards shall apply to the contract:

- AASHTO Geometric Design of Highways and Streets, 2018
- AASHTO Roadside Design Guide, 2011
- Manual on Uniform Traffic Control Devices (MUTCD), 2009
- AASHTO Guide for Design of Pavement Structures, 1993
- ODOT Pavement Design Guide, Current Edition
- ODOT Geotechnical Design Manual, Current Edition

2. Software and Format Requirements

Software standards and formats include but are not limited to the following:

- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by County.
- Consultant shall submit draft and final deliverables in electronic format via e-mail (and hard copy if requested).
- Consultant shall also submit any graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by County.
- Consultant shall submit design plans in AutoCAD Civil 3D .dwg format. The design plans must also be submitted in .pdf format.

Consultant's software shall produce deliverables that are fully compatible, readable and useable by County software, requiring no modification or translation of Consultant's deliverables. No loss of data integrity or accuracy shall result from any transfer of data. Compressed data shall be in a "self-expanding executable" format. Additional format requirements may be listed elsewhere in the Statement of Work or in the Contract.

3. Professional Licenses, Registrations and Qualifications

- Consultant and its subconsultants must be duly licensed where required by law to perform the Services, and must be under the "responsible charge" (as that term is defined under ORS Chapter 672) of a person so licensed, as required by the applicable Oregon Revised Statutes and Oregon Administrative Rules, and other applicable laws (or must be otherwise exempt from any licensing requirements applicable to the Services being performed).
- County may require Consultant's Personnel to demonstrate a competency in the particular area/discipline to which they are assigned. This may include, but is not limited to, submittal of license number, resume, and work samples from previously completed projects.

4. General Requirements

- **Endorsement of Data.** Consultant shall place their official Oregon Registered Engineer seal and signature on all engineering design drawings and specifications furnished to County, as well as any other materials where professional standards require such seal and signature.
- **Safety Equipment.** Consultant shall provide and use all safety equipment including (but not limited to) hard hats, safety vests and clothing if required by State and Federal regulations and County policies and procedures for the Services under the Contract.

C. REVIEW, COMMENT and SCHEDULE OVERVIEW

- Consultant shall coordinate with County staff as necessary and shall revise draft deliverables to incorporate draft review comments.
- Consultant shall incorporate comments within 10 business days from receipt by County and return the revised deliverables to County staff, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by County.

D. PROJECT COOPERATION

Consultant shall only be responsible for those obligations and deliverables identified as being assigned to Consultant (or its subconsultants) in this Contract and the Statement of Work. All work assigned to other entities, other than subconsultants, is not subject to this Contract, but shall be the subject of separate Intergovernmental Agreements or contracts which will contain the obligations of those entities. Any tasks or deliverables assigned to a subconsultant shall be construed as being the responsibility of Consultant. Any Consultant tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity (other than subconsultants) as described in this Statement of Work shall be subject to the following guidelines:

- a. At the first indication of non-cooperation, Consultant shall provide written notice to County's Contract Administrator of the specific acts or inaction indicating non-cooperation and of any deliverables that may be delayed due to such lack of cooperation by other entities referenced in the Statement of Work.
- b. County's Contract Administrator shall contact the non-cooperative entity/s to discuss the matter and attempt to correct the problem and expedite items determined to be delaying Consultant/project.

If Consultant has followed the notification process described in section "a", and delinquency or delay of any deliverable is found to be a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in the Statement of Work, Consultant will not be found in breach or default with respect to delinquencies beyond any reasonable control of Consultant; nor shall Consultant be assessed or liable for any damages arising as a result of such delinquencies. Neither shall County be responsible or liable for any damages to Consultant as the result of such non-cooperation by other entities. County's Contract Administrator will negotiate with Consultant in the best interest of the government, and may revise the delivery schedule to allow for delinquencies beyond any reasonable control of Consultant. Revised delivery dates beyond the expiration date require an amendment to the Contract.

E. TASKS, DELIVERABLES and SCHEDULE TASK 1 - PROJECT MANAGEMENT

Task 1.1 Project Management

Consultant shall provide management, coordination and direction to the Project Team ("PT") and sub-consultants to complete quality Project deliverables on time and within budget. The Preliminary Design phase is expected to last no more than nine (9) months. Consultant shall schedule and supervise Contract tasks and maintain liaison and coordination with County and outside agencies as needed. Consultant anticipates holding bi-weekly meetings with the County PM by telephone to maintain lines of communication throughout the project.

Consultant shall complete all engineering under this SOW under the direction of the appropriate professional that is registered in the State of Oregon. The professional that has provided the direct supervision of the Services shall stamp all reports, maps, drawings and calculations.

Consultant shall maintain Project files to include the Contract (as it may be amended), SOW, all test results, survey files, engineering computations, conditions, assumptions, working drawings, meeting minutes, correspondence, memos, transmittals, etc. Compiling the Project files must be an ongoing task, commencing upon receipt of the notice to proceed ("NTP"), incorporating documents as they are generated, and continuing through the end of the Contract.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Project files including transmittal letter listing files and documentation (available for review by County at Consultant's office, submitted within thirty (30) calendar days of request by County or when all work performed by Consultant is complete.)
- Project deliverables will be tracked in an Excel spreadsheet and submitted at each deliverable

Task 1.2 Project Schedule and Progress Reports

Consultant shall prepare and submit an initial detailed Project schedule, using County's Project Schedule Template for the tasks to be completed under this Contract in Microsoft Project 2013. The Project schedule must

be used to track all major tasks, deliverables and milestones. Consultant shall submit the initial Project schedule within ten (10) working days of NTP. Consultant anticipates up to three (3) project schedule updates.

Consultant shall prepare a monthly progress report and update the Project schedule as required to show progress throughout the duration of this Contract. The monthly progress reports must be submitted to CPM no later than the 5th of each month following the end of the reporting period. For budgeting purposes, Consultant anticipates preparing up to nine (9) monthly progress reports to reach Final DAP.

Consultant shall prepare a monthly progress report that:

- Describes the previous month's Project activities and the planned activities for the next month, including brief documentation of project coordination meetings.
- Identifies issues and concerns that may affect the Project SOW, schedule, budget or any combination of those items.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Initial Project schedule within ten (10) working days of NTP {One (1) paper copies and one (1) electronic version}
- Monthly status reports no later than the 5th of each month.
- Deliverables log will be maintained and available upon request

Task 1.3 Project Meetings

Task 1.3.1 Kick-off Meeting

Consultant shall prepare for and attend an initial Project kick-off meeting within fourteen (14) calendar days of NTP.

Note(s): The kick-off meeting, site visit, and travel time is to occur on the same day as this meeting. For cost efficiency, Consultant and subcontractor(s) shall carpool (whenever practicable) when significant travel is required for meetings.

The kick-off meeting must include a site visit with CPM and up to three (3) Project Team members to review the Project area. The kick-off meeting is to confirm mutual understanding of SOW requirements and must address general Project goals, Project coordination, Project schedule, target construction budget, and to exchange information related to the Project.

Consultant shall prepare and distribute the agendas for the meeting at least two (2) business days prior to meeting date (unless other timeframe is approved by County).

Consultant shall record, prepare and distribute meeting minutes (including action items and record of any decisions) of the meeting within five (5) business days of the meeting.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Meeting agenda and minutes (MS Word format).

1.3.2 Project Development Team Meetings

Consultant shall organize, conduct, prepare for and attend up to 4 Project Development Team (PDT) Meetings; 2 via telephone and 2 in-person. Each in-person PDT meeting will be held at Marion County Public Works with WFLHD staff as available, County staff, Consultant's PM and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from the County. Consultant shall prepare draft and final meeting minutes to be distributed to County, and all other meeting participants. For budgeting purposes, it is assumed that up to 2 Consultant staff shall attend each in-person 1 hour PDT meeting.

Consultant Deliverables and Schedule:

For each meeting, Consultant shall provide:

- Meeting agenda submitted electronically to CPM and all other meeting participants 2 business days prior to meeting.
- Draft meeting minutes submitted electronically to CPM and all other meeting participants within 2 business days of meeting.
- Final meeting minutes submitted electronically to CPM and all other meeting participants within 7 business days of meeting.

Task 1.3.3 Alternatives Analysis Review Meetings

Consultant shall prepare agenda and conduct up to two coordination meetings with County staff to discuss/review geotechnical data and design alternatives being evaluated by the Consultant design team. The meetings will be scheduled by County and held at the County's Office. For estimating purposes, it is assumed that up to 3 Consultant staff shall attend each meeting, and the meetings will be no more than 3 hours in length, not including travel time. Consultant shall prepare draft and final meeting summary notes for the meeting.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Meeting agenda to CPM 5 business days prior to date of meeting;
- Attendance and participation at the meeting as requested by County;
- Draft meeting summary notes (including action item / decision log) within 5 business days of meeting- (1 electronic copy);
- Final meeting summary notes within 5 business days of receipt of all County comments - (1 electronic copy).

Task 1.3.4 Design Acceptance Workshop ("DAW")

Consultant shall prepare agenda and conduct 1 DAW meeting to be held approximately 2 weeks after submittal of the Draft DAP. The meeting will be scheduled by County and held at the County's Office. The purpose of the DAW is to reach final resolution of comments compiled from County reviews and to reach consensus on the proposed design for the Project. For estimating purposes, it is assumed that up to 3 Consultant staff shall attend the DAW Meeting, and the meeting will be no more than 3 hours in length, not including travel time. Consultant shall prepare draft and final meeting summary notes for the meeting.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Meeting agenda to CPM 5 business days prior to date of meeting;
- Attendance and participation at the meeting as requested by County;
- Draft meeting summary notes (including action item / decision log) within 5 business days of meeting- (1 electronic copy);
- Final meeting summary notes within 5 business days of receipt of all County comments - (1 electronic copy).

TASK 2 - SURVEY

Consultant shall survey the Project for the areas as described in Section A of this SOW unless otherwise noted in specific tasks. Consultant shall adhere to the standards stipulated by Oregon Revised Statute ("ORS") 672.047, subsections (1) through (7). Consultant's Professional Land Surveyor, registered in the State of Oregon, shall review and stamp as "Approved" all survey related deliverables and shall perform all land surveying Services under this SOW in conformance with all state statutes pertaining to survey and land boundary laws. These include, but are not limited to, the following state statutes: ORS Chapters 92, 93, 209 and 672.

The Services provided under this task must be accomplished according to the following manuals and standards:

- ODOT Survey Policy and Procedure Manual
- ODOT Basemap Standards, Data Collection and Drafting Procedures
- ODOT Right of Way ("R/W") Engineering Manual
- ODOT Highway Design Manual (R/W Section)
- ODOT Contract Plans Development Guide (Base Maps)
- ODOT Global Navigation Satellite System ("GNSS") Guidelines
- ODOT Monumentation Policy
- ODOT Survey Filing Map Standards - (Control Recovery and Retracement Surveys)
- ODOT Survey Filing Map Standards - (R/W Monumentation Surveys)
- ODOT Manual for Survey Control Data Sheets for Construction Plans

Task 2.1 Research and Data Collection

Consultant shall obtain the research data for the Project limits described above under Limits of Consultant Survey. Consultant shall perform data research as necessary to prepare for and support all Project activities, and to produce Project maps and reports as called for in subsequent tasks. The typical records required for research include, but are not limited to; vesting deeds, land sales contracts, County assessor plats and road records, subdivision plats, General Land Office plats, County R/W drawings, railroad maps, county surveys, road dedications and vacations.

Existing Vesting Deeds and Property Ownerships

Consultant shall obtain a "Trio listing kit" (typically provided by a Title Company). Consultant shall identify property ownership within and adjacent to the Project site by investigating property deeds and county tax records. Consultant shall submit each deed in its own electronic file. Consultant shall include all vesting deeds referenced in the Property Vesting Deeds if needed to resolve the property boundary.

Existing R/W Maps

Consultant shall research and gather copies of all city, county, utility company, railroad, and any other government or private R/W Maps and drawings related to the Project area. Consultant shall scan maps to make electronic version of maps if no electronic version exists for R/W maps deliverable.

Existing County Records

Consultant shall research and obtain copies of all surveys, subdivision plats, and land partition plats filed in the county surveyor's office related to the properties potentially impacted by the Project. This information is used to find monuments that might be impacted from the Project and establish property lines for area calculations when new R/W is acquired.

Consultant shall research and obtain copies of county assessor maps, General Land Office plats, and county road records related to the properties potentially impacted by the Project.

Consultant shall research and obtain available data about Government Public Lands Survey Corners and their references in the Project area as defined in the SOW.

Existing Horizontal/Vertical Control

Consultant shall research and obtain data (if available) about all horizontal and vertical control points as required for the Project area including triangulation stations, GPS stations, benchmarks, and prior Project control surveys from Federal, county, city, and other governmental agencies.

Existing Utility Records

Consultant shall research and obtain available facility maps and as-built construction plan data pertaining to all utilities in or near the Project area from the One-Call Service, county, city, or other governmental agencies and utility companies.

Consultant Deliverables and Schedule:

Consultant shall submit the following with the Draft Record of Survey (ROS) packages:

- “Trio listing kit” with Property Vesting Deeds in electronic format for each property within the Project site.
- Ownership List in Microsoft Excel spreadsheet.
- Electronic version of all existing R/W maps (in pdf format).
- County Assessor Maps in “.pdf” in format.
- General Land Office Plats in “.pdf” format.
- County Road establishment records in electronic format.
- County Road vacation records in electronic format.
- Copies of all field survey notes in electronic .pdf format.
- Current maps, data sheets, surveys, etc in electronic format.

Task 2.2 Horizontal and Vertical Control Network

The purpose of this task is to provide the means by which the Project can be located relative to horizontal and vertical datum, map projection, and coordinate systems. Consultant shall establish a horizontal and vertical control network using the datum associated with the Project area or as approved by the County. The Consultant shall use the Oregon Coordinate Reference System (ORCS) Salem Zone coordinate system and the NAVD88 vertical datum unless directed otherwise.

Consultant shall establish horizontal control using Terrestrial (Theodolite and EDM), GPS (Static or Rapid Static) or a combination of both. Consultant shall set and adjust control points in conformance with local standards of practice.

Consultant shall use 5/8” Rebar with plastic caps, or other County approved control point, for the GPS and network points. Consultant shall establish a minimum of 3 intervisible GPS control points through the length of the survey.

Consultant shall establish vertical control using differential leveling. Consultant shall get County approval before using other methods such as trigonometric leveling and elevations derived from GPS.

Consultant Deliverables and Schedule

Consultant shall:

- Place control points in the ground at the Project location.
- Incorporate the information listed below into the deliverables listed in Tasks 2.4 and 2.5 as required for delivery of documents in subsequent tasks.
 - An adjustment report for one or more of the following, Least Squares adjustment for networks, an approved traverse adjustment method for traverses and/or a GPS adjustment report when using GPS.
 - An ASCII file containing the coordinates for every network point set and found.
 - If the levels were electronically processed then one copy each of the following: original raw level file as collected in the field, ASCII file showing level closure data, ASCII file with elevations on all network points and/or an ASCII file showing the level rod readings.
 - Original field notes for the control network and one scanned copy of the original field notes in “.pdf” format.
 - An AutoCAD design file (*.dwg) containing all the set and tied control points to show elevations.

Task 2.3 Topographic Data, Detailed Base Map And Digital Terrain Model (DTM)

The purpose of this task is to collect the existing topographic features and create a detailed basemap and DTM for the Project.

Topographic Data Collection

Consultant shall collect topographic data between the boundaries described in Section A using aerial Light Detection and Ranging (LiDAR) data collection method. Consultant shall supplement this data with conventionally collected topographic data of man-made and/or natural features, including 3D positions of

overhead utility lines, within the existing and proposed right of way of North Fork Road, or temporary easements needed for the project using a variety of County approved methods. These methods include but are not limited to: collecting the data using terrestrial (Theodolite and EDM), GPS (RTK), 3D Laser Scanning, or station and offset.

Consultant shall contact Oregon Utility Notification Center to request a pre-survey utility locates. Consultant shall keep the locate request number and ticket information within the Project file.

Consultant shall record in the field notes the utility ownership when describing the line data points. Consultant shall record all visible utility identifications in the field notes, such as numbers shown on power and/or telephone poles, vault tags, telephone pedestals (aka risers), cabinets, meters, fences or screened enclosures for gas regulators, and sanitary sewer pump stations. This data is needed for the County or Consultant to communicate where the facility may be in conflict with the Project.

Consultant shall measure and record all utility facility structures (e.g. concrete pads, top slab of vaults, pump station housing, barrier screens or fenced enclosures). Consultant shall make a request to the utility owner to pull the cover whenever a manhole is found locked or bolted.

Consultant shall collect culvert information in accordance with the "ODOT Hydraulics Manual" on waterways that pass under or are parallel to any roadways in the area. Consultant shall provide for the hydraulic feature, a profile of the thread 100 feet up and 100 feet down stream of the Project. Consultant shall provide cross sections, at 25-foot intervals, 100 feet up and down stream of the culvert.

Consultant shall tie environmental and archaeological features that have been identified within the Project area. These features include, but are not limited to, wetlands, high water mark, T&E species, hazmat sites, archaeology sites and sensitive plants.

Detailed Basemap

Consultant shall take applicable topographic data collected in this subtask and create a detailed basemap file.

Digital Terrain Model (DTM)

Consultant shall create a 3 dimensional digital terrain surface using all relevant topographical data collected in this subtask.

Consultant shall collect the topographical data to create points and break lines in adequate quantity and in proper placement, to accurately represent the surface of the ground. Consultant shall collect confidence points in the field and generate a confidence point report. The topographical data and confidence points must meet industry standards. Consultant shall generate 0.2 foot minor contours and 1 foot major contours throughout the DTM for a QC analysis of the surface.

Consultant Deliverables and Schedule

Consultant shall provide:

- The following deliverables, submitted electronically, to the CPM within 90 days of NTP:
 - 1 electronic copy, in .pdf format, of the original field notes.
 - Copy of the AutoCAD Files (*.dwg) Detailed Base Map with DTM
 - Text (ASCII) file containing the following information in this order:
Point Number, Northing, Easting, Elevation, Alpha Code (PNEEC) with suffix "ST" if point is the beginning of a line, and any additional feature information collected.
 - LandXML file that is compatible with County's current version of Civil3D.
 - Utility Request Documentation (.pdf), including Oregon Utility Notification tickets.
 - Confidence Point Report

Task 2.3.1 Supplemental Topographic Data Collection and Mapping (CONTINGENCY)

Consultant shall collect additional supplemental topographic data beyond the existing ROW of North Fork Road within the project limits described in Section A as requested by the County. Using

conventional survey methods described in Task 2.3, Consultant shall collect additional topographic data and update 3D mapping in areas that will be impacted by the project design and/or have changed due to active landslide activity.

Consultant Deliverables and Schedule

Consultant shall provide:

- The following deliverables, submitted electronically, to the CPM within 30 days of NTP of the task:
 - 1 electronic copy, in .pdf format, of the original field notes.
 - Copy of the updated AutoCAD Files (*.dwg) Detailed Base Map with DTM
 - Text (ASCII) file containing the following additional information in this order: Point Number, Northing, Easting, Elevation, Alpha Code (PNEEC) with suffix "ST" if point is the beginning of a line, and any additional feature information collected.
 - Updated LandXML file that is compatible with County's current version of Civil3D.
 - Up to one additional Utility Request Documentation (.pdf), including Oregon Utility Notification ticket.
 - Updated confidence Point Report

Task 2.4 Existing R/W and Boundary Resolution

Consultant shall identify the location of the existing Centerline(s), R/W lines, Property line(s) (Resolve), to perpetuate the location of the monuments found and document the control used for this Project area. Consultant shall produce Record of Survey ("ROS") as deliverables.

These tasks must address the requirements of ORS 209.150 and 209.155 and other survey related statutes.

Monument Recovery

Consultant shall survey all features necessary to complete Monument Recovery for this Project. Consultant shall notify County Surveyor of any public land survey corner or accessories in danger of being destroyed due to the impending Project, pursuant to ORS 209.140.

Existing R/W & Boundary Resolution

Consultant shall resolve the location of the ROW within the present limits as described in this SOW. The approximate location is described as follows: Beginning at the end of the existing pavement of North Fork Road in the SE1/4 of Section 12, Township 9 South, Range 3 East, Willamette Meridian and extend southeasterly for approximately 0.75 mile.

Consultant shall resolve identified ROW centerlines alignments, ROW lines and property boundaries abutting the roadway and along the proposed route of construction, using accepted concepts and rationale methods of survey professional judgment. Consultant shall evaluate the available evidence for relevance, adequacy, and reliability; use professional judgment in determining the type and quantity of evidence available, and the influence given each factor; and determine a best-fit with the evidence and probable location of ROW alignments and property boundaries for the area as described. Consultant shall provide a detailed narrative of available evidence, desirable evidence not available, rationale for decisions made, and a summary of the conclusions in the establishment of the ROW centerline, ROW lines (including all jogs) and property boundary lines.

Control, Recovery, Record of Survey (ROS)

Consultant shall create a (ROS) which meets County and ORS requirements. The survey(s) must be prepared for 18-inch by 24-inch sheet plots. The "**Control**" survey must consist of Geodetic and Terrestrial points set for the Project. The "**Recovery**" is the documentation of the monuments recovered for the Project. The "**Retracement**" is a record of resolved ROW centerlines, ROW lines and/or property boundaries. These surveys will be combined into one Pre-Construction ROS per ORS 209.155 (1). After right of way acquisitions and construction, a Post-Construction ROS per ORS 209.155 (2) (b) will also be prepared, submitted for review and filing.

Consultant shall submit a draft ROS to County for review. Consultant shall address comments received from the County and submit the final ROS for filing to the Marion County Surveyor's Office in the format required.

Consultant shall submit the following with the Draft ROS package:

- "Trio listing kit" with Property Vesting Deeds in electronic format for each property within the Project site.
- Ownership List in Microsoft Excel spreadsheet.
- Electronic version of all existing R/W maps (in .pdf format).
- County Assessor Maps in .pdf in format.
- General Land Office Plats in .pdf format.
- County Road establishment records in electronic format.
- County Road vacation records in electronic format.
- Subdivision and Land Partition Plats in electronic format.
- County Surveys of record in electronic format.
- Maps and Data related to Government Public Lands - Survey Corners and any references in electronic format.
- Copies of all field survey notes in electronic .pdf format.
- Current maps, data sheets, surveys, etc in electronic format.
- Scanned copy of the original field notes in .pdf format.
- ASCII file containing the following information in this order, Point number, Northing, Easting, Elevation, alpha feature code, and any attributes collected.
- AutoCAD .dwg file - this must have centerlines, R/W lines, property lines and ownerships of properties abutting our highway and all tied monuments.
- Narrative document - this must explain the procedures used to resolve the R/W centerline, using the examples in the SFM Drafting Standards as a guide to the type of content in the narrative.
- Reports of alignment(s) .xml - this must have alignment and curve reports that show coordinates, bearings, stations etc.
- Report of Monument Location - this is the station and offset report, which must show the relationship of the monuments to the retraced alignment(s).

Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft Pre-Construction ROS submitted to CPM, in .pdf format, within 120 days of NTP for County Surveyor review.
- Final Pre-Construction ROS submitted to CPM and Marion County Surveyor for final review and filing within 2 weeks of receipt of County review comments.
- A .pdf copy of the recorded survey submitted to the CPM within 5 days of filing.

Task 2.5 Right of Way Engineering

The purpose of this subtask is to prepare right of way engineering products used in the acquisition of real property along the Project corridor. The estimated number of ROW files is one (1). Consultant shall perform ROW data research as necessary to prepare the following:

- Determine the necessary ROW to accommodate the Project construction.
- Right-of-Way acquisition map.
- AutoCAD file containing the ROW acquisition map
- Prepare written property legal descriptions and addendums.
- Prepare sketch map to accompany legal descriptions.
- Map the existing highway accesses within the Project limits.
- Stake, delineate, flag in the field ROW / easement areas for appraising

Consultant shall collect and review general Project background documentation, recorded surveys and conveyance documents, and shall follow all statutes. The ROW acquisition map, exhibits and legal descriptions shall be prepared in accordance with Marion County requirements.

Consultant Deliverables and Schedule:

Consultant shall provide the following in accordance with the project schedule developed in Task 1 Project Management:

- ROW acquisition map submitted to the CPM in .pdf format.
- ROW real property legal description(s) with exhibit maps submitted to the CPM in .pdf format.
- A copy of the vesting documents for each property owner and ROW file submitted to the CPM in .pdf format.
- Physical stakes and/or paint marks placed in the field to delineate proposed ROW acquisition areas.
- One (1) scanned copy of the original staking field notes submitted to the CPM in .pdf format.

TASK 3 - ENVIRONMENTAL SERVICES

Consultant shall provide the following environmental services for the Project corridor:

Consultant shall complete necessary field and literature investigations to provide the County and WFLHD with environmental documentation and permits required for completion of this Project. Consultant shall complete the following environmental investigations, documentation, and permits for this Project, unless marked as a CONTINGENCY TASK, which Consultant shall complete only following County and Consultant's written agreement on cost and receipt of NTP from County:

- Archaeological Baseline Report (2)
- Historic Resources Baseline Report (2)
- Plant Survey
- ESA Determination of No Effect (2)
- Hazardous Material Corridor Assessment and Clean Fill Determination
- Wetland Determination Fieldwork and Memorandum

The following required environmental tasks will be completed by the County:

- Schedule and conduct two community open house meetings
- Public outreach documentation

For all of Task 3, the Project Area is the same as described in Section A of this SOW unless otherwise noted and described in specific Task 3 subtasks.

Consultant shall not conduct any fieldwork outside of County right-of-way and/or property until all ROEs for private property have been obtained from Task 14. and are in field staff's possession.

Task 3.1 NEPA Categorical Exclusion ("CE") and Programmatic CE ("PCE") and Supporting Documentation (RESERVED)

TASK 3.2 Archaeological Resources

All archaeological sub tasks must be completed by registered professional archaeologists who meet the Secretary of the Interior's professional standards for Archaeology (36 CFR 61, Appendix A) and who have been "qualified" through the Agency Cultural Resources Consultant Qualification Training Program.

Task 3.2.1 Literature Review/Field Reconnaissance/Baseline Report

The purpose of this task is for the Consultant to conduct archival and background research in combination with field reconnaissance to determine the presence or absence of high probability landforms or archaeological sites within the Area of Potential Effect ("APE") and to make recommendations for further archaeological review.

Consultant shall conduct a Literature Review for the APE, and include a description of the APE, detailed historic context and ethno-historic information, methodology, recommendations for future work, detailed bibliography, maps, and photos.

Consultant shall examine the following data bases and/or documents:

- the State Historic Preservation Office (“SHPO”) database in Salem, OR; appropriate Tribal Historic Preservation Office (“THPO”) database if APE is within a recognized reservation boundary;
- General Land Office (“GLO”) maps;
- Sanborn Fire Insurance Maps;
- other records archives (i.e. historical societies; tribal archives) for known/potential prehistoric and historic archaeological resources within a one mile radius of the APE.

Field Reconnaissance must include a pedestrian survey of the entire APE as well as a pedestrian survey of the geotechnical drilling APE. Consultant shall conduct pedestrian surveys within the APE and must include areas where ground will be disturbed by Project construction including temporary access roads, as well as staging areas, material sources, disposal sites, detours, geotechnical drilling, etc.

Pedestrian survey methods must be consistent with the latest updated SHPO guidelines. The recommended maximum spacing of transects will be 20 meters apart and may vary depending on terrain features and/or ground visibility. Consultant shall determine transect spacing based on professional judgment to ensure that all probable site locations are discovered. All cultural resources observable on the surface and in exposed subsurface profiles must be identified and recorded. Field Reconnaissance must enable Consultant to identify areas of high and low probability for archaeological resources and to determine the appropriate level of survey or subsurface exploratory probing.

Consultant shall prepare two Baseline Reports (one for the geotechnical drilling APE and one for the entire project APE) that must contain the following:

- A completed Oregon SHPO Archaeological Report Cover Page
- A purpose statement and full Project description including:
 1. Federal Aid Number
 2. Location and legal description
 3. General environmental description
 4. Historic context
 5. Proposed construction activities
 6. Defined APE and APE map
 7. Total acreage of impact
- Results of SHPO/THPO database search including:
 1. Brief summary of previous archaeological research completed within one mile of APE
 2. Brief summary of recorded archaeological features within one mile of APE; include eligibility discussion if available.
- Results of GLO and Sanborn map review including:
 1. Brief summary of features (trails, buildings, etc.) depicted on maps and within APE; include eligibility discussion if available.
- Description of pedestrian survey methods including date of survey, types of transects used, and names and duties of personnel conducting the survey
- Findings of pedestrian survey including ground conditions (percent visibility) and difficulties encountered, if any
- Identification of areas of high and low probability for archaeological resources within APE
- Recommendations for appropriate level of additional survey and/or subsurface exploratory probing, if any
- Site and isolate forms (hard copies) for newly discovered archaeological sites and isolates. Consultant shall also complete the SHPO online site form.

- List of references cited
- Location map at 1:24,000 scale; aerial image (Google map acceptable) showing APE; and representative digital images of current conditions within APE

Note: It is understood that archaeological clearances for geotechnical drilling must be obtained as quickly as possible. Consultant will coordinate with WFLHD and SHPO to develop a streamlined archaeological clearances process compliant with WFLHD and SHPO processes and procedures. For budgeting purposes it is assumed that two separate baseline reports (one for geotechnical drilling and one for the entire project area) will be required. However Consultant will attempt to streamline and expedite the geotechnical archaeological baseline report to the extent practicable under the guidance and direction of WFLHD and SHPO. Consultant shall make use of information obtained for the geotechnical drilling baseline report to inform the project wide baseline report to minimize duplicate effort.

Consultant Deliverables and Schedule

Consultant shall prepare and submit:

- One electronic copy (in WORD format) of the Draft Geotechnical Drilling Baseline Report to CPM and WFLHD for review per Task 1 Project Design Schedule.
- One electronic copy (in Word and PDF format) of the Final Geotechnical Drilling Baseline Report to CPM and WFLHD 2 weeks following receipt of draft review comments.
- One electronic copy (in WORD format) of the Draft Project Wide Baseline Report to CPM and WFLHD for review per Task 1 Project Design Schedule.
- One electronic copy (in Word and PDF format) of the Final Project Wide Baseline Report to CPM and WFLHD 2 weeks following receipt of draft review comments.

Task 3.2.2 Phase I Archaeological Investigation with Technical Report (RESERVED)

Task 3.3 Historic Resources

All historic sub tasks must be completed by professional historians who meet the Secretary of the Interior's professional standards for architectural history and/or history (36 CFR 61, Appendix A).

Task 3.3.1 Resources Baseline Report

The purpose of the Historic Resource Baseline Report is to identify and characterize the historic resource issues using APE to determine what may be impacted by a transportation project. The Historic Resource Baseline Report is a scoping report that is not intended to be a comprehensive technical report. As part of developing the Historic Resource Baseline Report, Consultant shall review the SHPO Statewide Inventory and conduct an on-site reconnaissance of the Project area. Consultant shall prepare two Baseline Reports (one for the geotechnical drilling APE and one for the entire project APE).

The Historic Resources Baseline Report must include, but is not limited to:

- Project description and a description of the APE;
- Photographs of resources that are 45 years old or older;
- Descriptions of historic resources that are 45 years old or older, including a discussion of each potential NRHP eligibility (A-D); and
- Map that identifies the location of each potential historic resource within the APE

Note: It is understood that historical clearances for geotechnical drilling must be obtained as quickly as possible. Consultant will coordinate with WFLHD and SHPO to develop a streamlined historical clearances process compliant with WFLHD and SHPO processes and procedures. For budgeting purposes it is assumed that two separate baseline reports (one for geotechnical drilling and one for the entire project area) will be required. However Consultant will attempt to streamline and expedite the geotechnical historic baseline report to the extent practicable under the guidance and direction of WFLHD and SHPO. Consultant shall make use of information obtained for the geotechnical drilling baseline report to inform the project wide baseline report to minimize duplicate effort.

Consultant Deliverables and Schedule

Consultant shall prepare and submit:

- One electronic copy (in WORD format) of the Draft Geotechnical Drilling Historic Resources Baseline Report to CPM and WFLHD for review per Task 1 Project Design Schedule.
- One electronic copy (in WORD and PDF format) of the Final Geotechnical Drilling Historic Resources Baseline Report to CPM and WFLHD 2 weeks following receipt of draft review comments.
- One electronic copy (in WORD format) of the Draft Project Wide Historic Resources Baseline Report to CPM and WFLHD for review per Task 1 Project Design Schedule.
- One electronic copy (in WORD and PDF format) of the Final Project Wide Historic Resources Baseline Report to CPM and WFLHD 2 weeks following receipt of draft review comments.

Task 3.3.2 Section 106 Determination of Eligibility (DOE) (RESERVED)

Task 3.3.3 Section 106 Finding of Effect ("FOE") (RESERVED)

Task 3.4 Hazardous Materials

The purpose of this task is to facilitate County compliance with environmental regulations pertaining to site cleanup and waste management. Consultant shall conduct all tasks in accordance with ODOT's HazMat Program Procedures Guidebook (March 2010) and applicable industry standards. Consultant shall submit deliverables in an electronic format (native file and *.pdf) version using Microsoft® Word.

Task 3.4.1 Hazardous Materials Corridor Study

Consultant shall conduct a Hazardous Materials Corridor Study (HMCS) according to the following standards and guides:

- "Hazardous Waste Guide for Project Development" (1990), by the American Association of State Highway and Transportation Officials (AASHTO) Special Committee on Environment, Archaeology and Historic Preservation.
- "ODOT Hazmat Program Procedures Guidebook," 2010, Oregon Department of Transportation.
- "Level 1 Corridor Study" report template, Oregon Department of Transportation.
- And the requirements listed below.

Consultant shall conduct a site reconnaissance to identify potential sources of contamination that could impact construction or result in County acquiring contaminated property.

Consultant shall review available federal and State environmental databases to identify sites that could potentially impact the project, using the minimum search radii listed below.

Environmental Database	Search Radius
State-Equivalent NPL List (ECSIS)	0.5 mile
Oregon Permitted Landfill List	0.5 mile
State Leaking (L)UST List	0.25 mile
Federal RCRA Generators List	Site and Adjoining
State Fire Marshal's Spill Response List	Site and Adjoining
Oregon Motor Carrier Spill List	Site and Adjoining
State Certified UST List	Site and Adjoining

Consultant shall review DEQ files, available using DEQ's Facility Profiler web site at <http://deq12.deq.state.or.us/fp20/>, to determine whether contamination from adjacent facilities is likely to impact project construction. Alternatively, this review may be conducted using commercially available database reports such as provided by EDR.

Consultant shall review the Oregon Water Resources Department on-line database at

http://apps.wrd.state.or.us/apps/gw/well_log/Default.aspx to determine if water wells or monitoring wells are located on or adjacent to the project corridor.

Consultant shall review project files at the DEQ Northwest Region office in Portland, OR for all facilities considered to be high risk for impacting project construction. Consultant shall use DEQ file information to delineate contaminated areas within the project corridor and identify if that information is sufficient to develop construction plans and specifications without additional sampling.

Consultant shall conduct historical research to identify past uses of the project corridor and adjacent properties, using one or more of the following resources:

- Sanborn Fire Insurance Maps
- Aerial Photographs
- Reverse City Directories
- Historic property ownership/occupancy records or building permits

The resource(s) selected must, if possible, provide historic information regarding land use back to 1935 at 10 year intervals, or the Consultant must demonstrate that such information is not readily available.

Consultant shall review pertinent records that may be made available by the County as they relate to the environmental condition of the project corridor.

Consultant shall assess if soil sampling is necessary to determine if soil excavated from the project corridor shall meet DEQ clean fill screening levels for contaminants-of-concern including pesticides, herbicides, metals, polynuclear aromatic hydrocarbons, petroleum hydrocarbons, and solid waste.

Consultant shall prepare a HMCS report summarizing the information obtained through the activities listed above, using ODOT's Corridor Report Template available at https://www.oregon.gov/ODOT/HWY/GEOENVIRONMENTAL/Pages/guidance_resources.aspx. The report shall include photographs documenting project corridor observations. The report must include conclusions that identify specific sources of contamination that could impact project construction and recommendations for further investigation, if needed.

Consultant Deliverables and Schedule:

The following deliverables shall be submitted:

- Draft HMCS report to the CPM and WFLHD within eight weeks following Notice to Proceed (NTP).
- Final HMCS report to the CPM and WFLHD within one week following receipt of County and WFLHD comments.

Task 3.4.2 Shoulder Material Investigation (CONTINGENCY)

Consultant shall collect surface soil samples within the limits of the project corridor for laboratory analysis. The results of those analyses will be compared with Oregon Department of Environmental Quality (DEQ) guidelines to determine if surface soil excavated for project construction can be handled and disposed as clean fill.

Task 3.4.2.1 Shoulder Material Investigation Work Plan and Health and Safety Plan (CONTINGENCY)

Consultant shall prepare a Shoulder Material Investigation Work Plan and HASP describing how samples shall be collected for Task 3.4.2. The Work Plan shall describe sample collection methods, sampling equipment, equipment decontamination, and handling and shipment of samples. The HASP shall be completed in accordance with 29 CFR 1910.120, OAR 437-02-100 et seq., and all other state and Federal worker health and safety regulations applicable for Task 1.2.2. The HASP should reflect the sampling and characterization activities described in the Work Plan. The HASP should cover the activities of all Consultant, sub-consultant, and County employees. The HASP should include a traffic control plan, if needed.

Consultant shall submit the draft Work Plan/HASP to the County for review and comment. No field work activities under Task 3.4.2.2 shall proceed until after the Consultant has received written authorization (e-mail) from the County.

Consultant Deliverables and Schedule:

The following deliverables shall be submitted:

- Draft Shoulder Material Investigation_Work Plan/HASP to the County within four weeks following completion of Task 3.4.2.2.
- Final Shoulder Material Investigation_Work Plan/HASP within one week following receipt of Agency comments.

Task 3.4.2.2 Sample Collection and Reporting (CONTINGENCY)

Consultant shall collect surface soil samples from up to four (4) locations. Consultant shall provide flagging and traffic control as needed to complete sample collection. At each location, samples will be collected at 10 feet and 20 feet from edge of pavement, as specific site conditions allow. Soil samples shall be obtained from 0 to 0.5 feet, 0.5 to 1.0 feet, and 1 to 1.5 feet below ground surface. Consultant shall mark the proposed sample locations in white paint and obtain utility locates for all locations. Consultant shall provide flagging and traffic control as needed to complete sample collection. Sample locations must be backfilled with excavation spoils; there must be no investigation derived waste (IDW). Equipment decontamination water can be disposed on-site.

Consultant shall ship the discrete samples to a laboratory that is ORELAP accredited. The laboratory must be capable of composite the samples according to ODOT's October 2016 Sampling and Analysis Plan - Statewide Highway Shoulder Soil Evaluation, using Incremental Sampling Method (ISM) sample processing methods. The laboratory must be capable of generating analytical results where the detection limits for each analysis must be below the Clean Fill criteria set forth in Oregon Department of Environmental Quality's Clean Fill Determination Internal Management Directive document.

Samples shall be analyzed for contaminants of concern that may include the following:

- Diesel- and residual-range organics by NWTPH-Dx;
- Polycyclic aromatic hydrocarbons (PAHs) by EPA Method 8270D-SIM;
- Total metals (arsenic, cadmium, chromium, copper, lead & zinc) according to EPA Method 6020;
- OP pesticides by EPA Method 8141B;
- Chlorinated herbicides by EPA Method 8151A; and
- Pesticides by EPA Method 8081B.

Consultant shall submit discrete samples using chain of custody protocols, requesting a turn-around time of 10 business days. Consultant shall be responsible for shipping samples under chain-of-custody procedures, such that the samples arrive at the laboratory undamaged. Consultant shall prepare a 5 to 7 page technical memorandum with attachments summarizing the results of Task 3.4.2.2. The technical memorandum must include the following:

- Field observations, photographs, description of sampling methods, laboratory reports, and tables summarizing the analytical results.
- Tabulation of the laboratory results compared to DEQ's clean fill screening levels.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft technical memorandum within 4 weeks following completion of Task 3.4.2.2.
- Final technical memorandum within 1 week following receipt of County comments.

Task 3.5 Biological Resources Compliance and Permitting

Consultant shall complete the appropriate biological resources tasks presented below based on the Design Acceptance Plans. General biological work shall be executed by a qualified biologist who meets the following minimum qualifications: 3 full years of environmental analysis or resource Project management experience and a Bachelor's degree that included 30-quarter or 20-semester hours in biology, environmental science, natural science, or closely related field. An individual who makes determinations of effect under the ESA and prepares ESA documentation must also be an ESA qualified biologist as per ODOT Technical Services Bulletin GE14-03(B) or most current (http://www.oregon.gov/ODOT/Engineering/Doc_TechnicalGuidance/GE14-03b.pdf).

Task 3.5.1 Endangered Species Act (ESA) No Effect Memorandum

When the County and WFLHD determines or approves Consultant's determination that a proposed action will not affect state or federal ESA listed or proposed species or critical habitat, a No Effects Memorandum ("NE Memo") is prepared to document compliance with the state and federal ESAs. The NE Memo must be completed by an ESA qualified biologist as described above.

Consultant shall prepare two ESA No Effect Memorandums (one for the geotechnical drilling APE and one for the entire project APE).

For each No Effect Memorandums, Consultant shall:

- Use a qualified ESA biologist(s) to conduct 2 field surveys of the API (one field survey of the geotechnical drilling API and one field survey of the entire project API. Consultant shall attempt to conduct field survey assessments during the appropriate flowering time of ESA listed plant species with the potential to be present in the API's, but if that is not possible due to project schedule concerns, Consultant shall make plant presence/absence determinations based on the presence or absence of suitable habitat in the area and/or identify potential rare plants based on vegetative indicators.
- Consultant shall follow standard/appropriate field survey techniques.
- Conduct Oregon Department of Agriculture ("ODA"), Oregon Department of Fish and Wildlife ("ODFW"), National Marine Fisheries Service ("NMFS"), and U.S. Fish and Wildlife Service ("USFWS") database searches to acquire ESA information for the Project area.
- Contact the Oregon Biodiversity Information Center ("ORBIC") to obtain data regarding listed threatened and endangered species as well as those proposed for listing under the federal and state ESA that may occur within the API. Consultant shall determine if Federally-listed species and their habitat will be affected by the Project.
- Communicate with local ODA, ODFW, NMFS and USFWS staff via phone or email to acquire additional specific ESA information for the Project area.
- Make ESA effects determinations following the analysis of gathered ESA information. If a determination is No Effect for at least one listed or proposed species, obtain Agency concurrence on the No Effects determination.
- Coordinate with design staff, CPM and WFLHD to develop appropriate measures (i.e., construction special provisions) to avoid impacting listed species proposed for coverage in the NE Memo if avoidance measures are necessary to obtain the No Effect determination.
- Prepare draft NE Memo for the Project area using the most recent ODOT provided form; provide to WFLHD and CPM for review and comment.
- Prepare final NE Memo for WFLHD acceptance.
- Notify Agency immediately if Consultant determines that an ESA determination of No Effect is no longer appropriate.

Note: It is understood that ESA No Effect Memorandums for geotechnical drilling must be obtained as quickly as possible. Consultant will coordinate with WFLHD and County to develop a streamlined ESA no effect memo process compliant with WFLHD processes and procedures. For budgeting purposes it is assumed that two separate ESA no effect memorandums (one for geotechnical drilling and one for the entire project area) will be required. However Consultant will attempt to streamline and expedite the geotechnical ESA no effect memo to the extent practicable under the guidance and direction of WFLHD

and the County. Consultant shall make use of information obtained for the geotechnical drilling ESA no effect memo to inform the project wide ESA no effect memo to minimize duplicate effort.

Consultant Deliverables and Schedule:

Consultant shall prepare and submit:

- One electronic PDF copy of the Draft Geotechnical Drilling No Effect Memo to CPM and WFLHD for review per Task 1 Project Design Schedule.
- One electronic PDF copy of the Final Geotechnical Drilling No Effect Memo to CPM and WFLHD within 2 weeks following receipt of draft review comments.
- One electronic PDF copy of the Draft Project Wide No Effect Memo to CPM and WFLHD for review per Task 1 Project Design Schedule.
- One electronic PDF copy of the Final Project Wide No Effect Memo to CPM and WFLHD within 2 weeks following receipt of draft review comments.

Task 3.6 Wetland and Water Resources

Consultant shall research and prepare documentation necessary to satisfy the requirements of Section 404 of the Clean Water Act and Oregon's Removal Fill Law (ORS 196.795-196.990).

Task 3.6.1 Wetland/Waters of the U.S./State Fieldwork and Determination Memo.

Consultant shall complete a wetland field determination and ordinary high water mark "(OHWM)" demarcation for the Project Study Area ("PSA").

Consultant shall use available data (including but not limited to: soil surveys, aerial photos, National/Local Wetland Inventory maps ("NWI/LWI")) as well as data gathered in the field to document the presence or absence of wetlands within the PSA.

Consultant shall:

- Determine wetland boundaries within the PSA in accordance with the criteria and methods described in the *1987 Corps of Engineers Wetland Delineation Manual (Environmental Laboratory Technical Report Y-87-1)* and appropriate Regional Supplements.
- Place flags in the field to show wetland and upland sample plot locations, and the wetland boundaries. Label and number the flags to identify their function. Consultant shall collect the flag locations with a GPS unit and provide data point locations to County.
- Prepare sketch maps of approximate wetland boundaries with numbering of flags or stakes.
- Ensure that field methods used and data collected meet the U.S. Army Corps of Engineers ("USACE") and DSL technical requirements for wetland delineations and ordinary high water demarcations. Collect and record wetland delineation data on approved wetland determination data sheets for possible inclusion with a wetland delineation report.
- Place flags in the field to show the OHWM elevation of all jurisdictional surface waters. Assess the OHWM elevation using Agency accepted field indicators. The two (2) year flood event elevation (calculated) may be used in the absence of field indicators.
- Prepare sketch map of approximate OHWM boundaries concurrently with the wetland and OHWM field work with sequential numbering of flags or stakes to be provided prior to site survey for Project base mapping.
- Consultant shall notify CPM if wetlands are present and will be impacted.

Consultant shall prepare one Wetland Determination Technical Memo. The memo must include:

- Description of the PSA;
- Summary of existing available information, noting the standard information that is not available (i.e., if no County soil survey coverage exists for the area, then it must be stated);
- Field reconnaissance methods;
- Results of field reconnaissance;
- Data Sheets;
- Color photographic record depicting on-the-ground conditions; and
- Sketch mapping depicting locations of wetlands or waterways within the study area.

Immediately following completion of the wetland field work, Consultant shall submit preliminary information to WFLHD and County documenting that wetlands/waters will not be impacted by geotechnical drilling activities.

Consultant Deliverables and Schedule:

Consultant shall prepare and submit:

- Sketch map of approximate wetland and waters boundaries to CPM and WFLHD (if present) per the schedule in Task 1.
- Notification to CPM and WFLHD (via email) if wetlands are present and will be impacted per the schedule in Task 1.
- Electronic copy (Word) of the draft Wetland Determination Technical Memo to CPM and WFLHD for review per the schedule in Task 1.
- Electronic copy (PDF) of the Final Wetland Determination Technical Memo to CPM two weeks following receipt of draft review comments.

Task 3.6.2 Wetland/Waters of the U.S./State Delineation Report (RESERVED)

Task 3.6.3 Wetland Functional Assessment Report (RESERVED)

Task 3.7 Environmental Permits and Clearances (RESERVED)

TASK 4 - PUBLIC INVOLVEMENT SUPPORT

Consultant shall assist County, as defined below, for the design phase of the Project through Final PS&E. County will have overall responsibility for the Project public involvement and outreach program.

Task 4.1 Public Involvement Plan (RESERVED)

Task 4.2 Public Involvement Meetings

Consultant shall attend up to 2 meetings, as listed below, to provide Project information and address specific questions and concerns related to the Project.

- community open house

Consultant shall document input received from the meetings and prepare written summaries. Each meeting summary must include, but is not limited to, talking point, questions, responses, and action items identified.

Consultant shall prepare:

- meeting agenda (2)
- project fact sheets (2)
- aerial graphics (4 total)
- roll maps (2 total)
- project drawings

County will schedule, coordinate the location and advertise the meetings. For budgeting purposes, it is assumed that 2 Consultant staff (PM and Geotechnical Engineer) shall attend each 2-hour public meeting.

Consultant Deliverables and Schedule:

Consultant shall:

- Submit draft agenda for each public involvement meeting (in Word format) to the CPM one (1) week prior to each scheduled meeting.
- Submit final agenda (in .pdf format) to CPM one (1) business day prior to the scheduled meeting.
- Provide written meeting summaries to CPM within 5 working days of each meeting.
- Provide one set of documents, as bulleted above, to be presented at each meeting.

Task 4.3 Electronic Communication (RESERVED)

TASK 5 - UTILITIES

Consultant shall perform the coordination of all utility facilities within the limits of the Project in accordance with the Oregon Utility Relocation Manual (available at: <https://www.oregon.gov/ODOT/ROW/Pages/Utilities.aspx> under “Policies and Guidance”).

If any utility is nonresponsive or uncooperative, Consultant shall notify County, and County will communicate with the utility to affect a solution.

Task 5.1 Utility Location and Coordination

Consultant shall perform utility coordination and liaison activities with utility owners/operators for the Project. Consultant shall comply with the current version of the Utility coordination policy requirements as described in the ODOT Oregon Utility Relocation Manual. This work includes reviewing utilities that may be in conflict with the Project work and utility relocation coordination with the utility owners to resolve those potential conflicts. Additionally, Consultant shall obtain system mapping from utilities located within the Project limits. The Consultant shall use this information to confirm the survey map as provided. Where potential conflicts exist, Consultant shall work with the utility owner to acquire their “pothole” information for verification of utility size and depth.

Consultant Deliverables and Schedule

Consultant shall provide:

- Existing utility information gathered in Task 5.1 to be added to the survey base map where different.
- Maintain a record of communications with each utility within the Project limits. Copies of communication record must be provided to CPM within 3 days of request.

Task 5.2 Utility Report (RESERVED)

Task 5.3 Utility Coordination Meetings

To facilitate the development of each utility relocation plan, Consultant shall organize, conduct, prepare for and attend the following utility coordination meetings with utilities within the Project limits:

- Utility kickoff meeting to begin utility coordination. The meeting must address known facilities, potential for impact, design alternatives to address conflicts, timing requirements for potential relocations, and initial information on reimbursable requirements

Consultant shall prepare a meeting agenda, and meeting minutes summarizing the discussions at the group meeting.

For budgeting purposes, it is assumed that up to 2 Consultant staff shall attend the 2-hour meeting, not including travel time from Salem.

Consultant Deliverables and Schedule

For each meeting Consultant shall provide to CPM:

- Meeting Agenda and Meeting Minutes for the meeting; agenda due within 2 business days prior to meeting; meeting minutes due within 5 business days after meeting

Task 5.4 Utility Relocations [Reserved]

Task 5.5 Utility Reimbursement [Reserved]

Task 5.6 Utility Certification [Reserved]

TASK 6 - GEOTECHNICAL, GEOLOGIC AND PAVEMENT DESIGN SERVICES

Consultant shall provide documentation which summarizes and presents the results of the investigation, analyses, and recommendations.

Task 6.1 Data Review / Reconnaissance

Data Review:

Consultant shall review available existing information to evaluate the following:

- Geologic conditions and hazards along the proposed Project alignment.

Consultant shall review available information from the following sources (as applicable):

- Existing published and unpublished literature from County records
- Previous geology and/or geotechnical investigation reports.
- County maintenance records

Reconnaissance:

Consultant shall conduct a geologic, and geotechnical reconnaissance of the site consisting of up to 2 separate site visits. Consultant shall identify the following:

- Geologic conditions at the Project site, any geologic hazards present and their impacts to the proposed Project elements.
- Identify and develop a map of landslide features, check and measure (if possible) the existing inclinometers, mark boring locations, identify access routes to boring locations and logistical considerations; and

As part of the site reconnaissance work, Consultant shall:

- Observe surface conditions that may be indicative of subsurface conditions of concern, as well as past or ongoing geologic processes (e.g., areas of seeps or springs, erosion, unstable slopes, shallow groundwater, roadway settlement, offsets and depressions, existing earthwork performance, exposed soil and bedrock units).
- Identify site constraints, staging concerns (for exploration and construction), and environmental considerations
- Identify potential exploration and/or monitoring locations.
- Locate borings and stake or paint on the ground proposed boring locations.

Consultant Deliverables and Schedule:

Information from this task shall be incorporated into deliverables for Task 6.8.

Task 6.2 Exploration and Testing Work Plan (ETWP)

Consultant shall prepare an Exploration and Testing Work Plan (ETWP) prior to beginning field work. No field work is to be performed, other than initial site reconnaissance, before review and approval by County of the ETWP.

The ETWP shall address the proposed drilling (borings and cores), and Dynamic Cone Penetrometer (DCP) testing site access; exploration and sampling procedures; preliminary laboratory testing plan; safety plan; and the traffic control plan. The traffic control plan must address minor road encroachments as well as lane and/or shoulder closures for activities associated with the explorations and restoration of pavements, shoulders, and other areas disturbed due to subsurface exploration activities, including erosion control measures.

Consultant shall obtain required Right-of-Entry Permits from the County for exploration locations in public ROW prior to beginning field work. Right-of-way permits for site reconnaissance and explorations on County right-of-way will be provided by the County at no cost.

Consultant shall obtain required Right-of-Entry Agreement(s) from the property owner(s) under Task 14.1 prior to beginning field work.

Consultant Deliverable and Schedule:

Consultant shall provide:

- ETWP in MS Word format at least 5 business days prior to beginning field work to CPM.

Task 6.3 Subsurface Field Explorations

Consultant shall perform geotechnical field explorations including drilling borings and installing inclinometers and vibrating wire piezometers to determine the subsurface conditions and evaluate landslide failure surface(s) for the project. Consultant shall perform exploration work in accordance with all Federal, State, and Local regulations. Consultant shall perform the subsurface exploration work in conformance with the Field Exploration and Testing Work Plan as described in Task 6.1. The field exploration program will consist of seven (7) borings and installing inclinometers and vibrating wire piezometers with dataloggers in each boring. Each boring will be drilled using mud rotary drilling techniques with a tri-cone drill bit, where feasible. HQ3 wireline rock coring may be required if there is practical refusal of tri-cone mud rotary drilling or if SPT samples taken during mud rotary drilling yield unsatisfactory recovery in dense/hard materials and/or bedrock materials. The general boring locations, estimated boring depths, and instrumentation installations are shown in the table below:

General Boring Locations	Estimated Boring Depth (feet)	Inclinometer	Piezometer
Landslide 2 - roadway	100	yes	yes
Landslide 2 - roadway	100	yes	yes
Landslide 2 - roadway	100	yes	yes
Landslide 3 - roadway	100	yes	yes
Landslide 3 - roadway	100	yes	yes
Landslide 4 - upper slope	100	yes	yes
Landslide 4 - roadway	100	yes	yes

Consultant shall provide an engineer or geologist experienced in landslide characterization to supervise the field operations and log the borings. Subsurface explorations shall be conducted in general accordance with the ODOT 2018 Geotechnical Design Manual ("GDM"). Soil samples will be obtained at 2.5-foot to 5-foot intervals using either a standard penetration sampler or a Shelby tube sampler. Rock core samples will be obtained (where appropriate) using HQ3-wireline coring equipment.

Consultant shall conduct Dynamic Cone Penetrometer (DCP) tests in the six (6) borings that are on the roadway prism of North Fork Road. The DCP tests will be performed below the aggregate base. Groundwater levels will be measured if encountered.

A consultant geologist or engineer will be on site during all drilling operations to locate the drilling sites, observe drilling, perform DCP tests, collect soil and rock samples, and prepare descriptive geologic logs of the materials encountered during drilling.

Assumptions:

- The shallow soils (0 to 36 inches below ground surface) are assumed solid waste and non-hazardous and will be disposed of at a subtitle D landfill. Shoulder soil analytical results shall be sufficient to characterize shallow soil investigation-derived waste for disposal purposes. The subsurface material below a depth of 36 inches is assumed to be not contaminated and no environmental testing will be performed below this depth in the geotechnical borings. If evidence of contaminants is noted, Consultant will request direction from the County. Additional costs may accrue if additional contaminated material is encountered.
- The Utility Notification Center (One-Call) shall be contacted to clear the boring locations.
- Traffic control (single lane closure) may be required for up to six borings along the roadway. Traffic control will consist of signs and cones for a self-regulating single lane closure and will not require flaggers.
- Drilling will be accomplished on weekdays, during daylight hours, and with no time restrictions.
- Investigation-derived waste, such as drill mud, core return water, and cuttings, will be disposed of on site, outside of the existing roadway and away from waterways.
- Inclinometers and vibrating wire piezometer installations will be protected at the roadway surface with steel flush-mounted monuments. Borings off the roadway and clear zone will be completed with locked stick-up monuments.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Results of this task will be summarized in the Geotechnical Data Report and in the Preliminary Geotechnical and Pavement Design Report described in Task 6.8 in accordance with the Project schedule developed in Task 1.

Task 6.4 Laboratory Testing

Consultant shall perform laboratory tests on disturbed and undisturbed soil samples and rock core samples obtained from the explorations. The laboratory test data shall be used to check field descriptions and identifications, assist with determining engineering geologic unit boundaries, and develop engineering parameters for slope stability evaluations. The laboratory testing program may include the following tests:

- Moisture Content (ASTM D2216);
- Density and Moisture of Undisturbed Samples (ASTM D2937)
- Atterberg Limits (ASTM D4318);
- Particle Size Analyses (ASTM D6913 and D1140);
- Direct shear tests (ASTM D3080)
- Residual Torsional Ring Shear tests (ASTM D 6467); and
- Unconfined Compressive Strength of Rock (ASTM D7012).
- Gradation will be performed on the existing pulverized aggregate base to check for suitability to reuse as subbase or base rock.

All testing will be performed in accordance with applicable ASTM and ODOT standards.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Results of this task will be summarized in the Geotechnical Data Report and in the Preliminary Geotechnical and Pavement Design Report described in Task 6.8 in accordance with the Project schedule developed in Task 1.

Task 6.5 Instrumentation Monitoring

Consultant shall perform one site visit to collect initial readings from the inclinometers and download the vibrating wire piezometer data from the dataloggers after completion of instrumentation installation. Consultant shall perform up to two additional site visits for inclinometer reading and vibrating wire data collection.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Results of this task will be summarized in the Geotechnical Data Report and in the Preliminary Geotechnical and Pavement Design Report described in Task 6.8 in accordance with the Project schedule developed in Task 1.

Task 6.6 Geologic Site Characterization and Landslide Interpretation

Consultant shall use reconnaissance observations and data from the geotechnical borings and instrumentation monitoring to develop a geologic interpretation of the landslide failure surface(s) and failure mechanism(s). Up to six (6) interpretive subsurface cross sections will be developed.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Results of this task will be summarized in the Preliminary Geotechnical and Pavement Design Report described in Task 6.8 in accordance with the Project schedule developed in Task 1.

Task 6.7 Slope Stability Analysis and Mitigation Design

Consultant shall perform landslide back-calculation to estimate residual shear strength along the failure plane(s) and evaluate critical conditions triggering landslide movement. Consultant shall evaluate up to two (2) potential mitigation alternatives for each of the three (3) landslide areas (Landslide #2, Landslide #3, and Landslide #4) to develop a cost-effective mitigation alternative for the project. After the mitigation alternatives have been developed, the Consultant shall meet with the County to discuss the findings of the geotechnical investigation and the potential mitigation design alternatives. Approximate or relative costs shall be provided with each design alternative. The consultant shall then develop 30% design recommendations for the preferred alternative selected by the County.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Results of this task will be summarized in the Preliminary Geotechnical and Pavement Design Report described in Task 6.8 in accordance with the Project schedule developed in Task 1.

Task 6.8 Preliminary Geotechnical and Pavement Design Report and Geotechnical Data Report

Consultant shall summarize results of the literature review, site reconnaissance, field explorations, and geotechnical evaluations in a draft and final Preliminary Geotechnical and Pavement Design Report. The report will document the findings of the geotechnical field investigation, laboratory tests, instrumentation measurements, and landslide evaluations, and present 30% design and pavement section recommendations.

Consultant shall evaluate and recommend a preliminary roadway asphalt pavement. Pavement design shall generally follow recommendations in the ODOT Pavement Design Guide (January 2019), and the 1993 AASHTO Design Guide. Consultant's preliminary geotechnical analysis shall include:

- Provide new and reconstruction flexible (asphalt) pavement design for up to two (2) pavement sections for 20-year and 30-year design lives.
- Provide pavement and base rock material recommendations.
- Recommendations for subgrade preparation and mitigation of deleterious materials if needed.
- Construction considerations.

Consultant shall prepare a separate Geotechnical Data Report which only includes results of literature review, field exploration data, instrumentation measurements, and laboratory testing data.

Assumptions:

There will be no Foundation Data Sheets generated for this project.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft Preliminary Geotechnical and Pavement Design Report to be included in the deliverables for Task 13.2
- Final Preliminary Geotechnical and Pavement Design Report to be submitted within four (4) weeks of the DAW meeting
- Draft Geotechnical Data Report to be submitted within four (4) weeks of the DAW meeting
- Final Geotechnical Data Report within four (4) weeks of receiving review comments from the County

TASK 7 - HYDRAULICS RELATED SERVICES

Consultant shall provide stormwater management and hydraulic related design services under this SOW for delivery of Tasks and Deliverables according to the agreed upon delivery schedule.

Task 7.1 Hydraulic Site Investigation (RESERVED)

Task 7.2 Hydrologic Analysis (RESERVED)

Task 7.3 Hydraulic Analysis (RESERVED)

Task 7.4 Hydraulics Report (RESERVED)

Task 7.5 Stormwater Management Design

The purpose of this subtask is to design stormwater systems for the conveyance and treatment of drainage for the Project.

Stormwater Conveyance

The purpose of this subtask is to provide design of stormwater conveyance facilities along the length of the Project that collect and carry highway runoff per County Standards.

Consultant shall:

- Determine the locations of flow entering and leaving the Project R/W.
- Review existing conditions downstream of locations where flow is leaving the Project R/W for deficiencies and document observations.
- Delineate on-site drainage basins, calculate peak flow rates for design, model proposed culverts and ditches and calculate hydraulic grade line to check that proper freeboard design requirements are being met.
- Compare drainage network against known utilities in the site area and provide design recommendations to minimize utility conflicts or to adjust existing utilities.
- Provide stormwater outfall design and energy dissipater design recommendations in compliance with applicable Project permits.
- Prepare stormwater conveyance plans and details to a DAP level.

Stormwater Quality Design

The purpose of this subtask is to provide design of stormwater management facilities that provide water quality treatment of highway runoff per County standards or ODOT Hydraulics Manual whichever standard is most strict.

Consultant shall:

- Define Project Contributing Impervious Area ("CIA").
- Delineate on-site drainage sub basins.
- Identify treatment Best Management Practice ("BMP") types applicable for the site.
- Identify potential locations to site facilities within and outside the existing R/W.
- Estimate facility size, type and space needs at each of the potential locations.
- Evaluate constraints to siting a stormwater facility (i.e.-drainage area, adjacent grades, roadway safety, presence of existing utilities, protected resource areas, R/W, etc.)
- Prepare a stormwater management strategy that combines potential stormwater facilities into a comprehensive solution for meeting the needs of the Project.
- Provide written design recommendations in the Stormwater Design report (Task 7.6) for:
 - Pipe network and associated pipe sizes
 - Manhole diameter
 - Pipe material recommendations
 - Channel Lining
 - Stormwater outfall
 - Energy dissipater
- Prepare stormwater quality design plans and details to a DAP level.

For budgeting purposes, it is assumed that a linear bio-slope treatment facility along the downhill side of the roadway will be the preferred design option.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Information from this task shall be incorporated into deliverables for Task 7.6.

Task 7.6 Stormwater Design Report

The purpose of this subtask is to provide preliminary stormwater design recommendations and document the final stormwater facility design recommendations.

Consultant shall prepare a preliminary version of the Project Stormwater Design Report including all deliverables referenced elsewhere for inclusion in this task, in accordance with County guidelines containing preliminary stormwater facility design recommendations.

Consultant shall prepare a final Stormwater Design Report to reflect County review comments on stormwater facility design recommendations, changes to stormwater facility design due to advancement of the overall Project design, and supporting documentation of the final stormwater facility design.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft Stormwater Design Report in .pdf file format, along with an MS Word file containing the report narrative, due with the Draft Design Acceptance Package (Task 13).
- Final Stormwater Design Report, .pdf file of complete report, due with the Draft Design Acceptance Package (Task 13).

7.7 Stormwater Operation and Maintenance (O&M) Manual (RESERVED)

7.8 Temporary Water Management Design (RESERVED)

7.9 Floodplain Impact Analysis (RESERVED)

TASK 8 - TRAFFIC ENGINEERING & MANAGEMENT

Consultant shall provide a traffic analysis and design Services under this SOW for delivery of Tasks and Deliverables according to the agreed upon delivery schedule.

Task 8.1 Traffic Analysis (RESERVED)

Task 8.2 Traffic Signal Design (RESERVED)

Task 8.3 Traffic Signal Interconnect (RESERVED)

Task 8.4 Permanent Signing (RESERVED)

Task 8.5 Permanent Pavement Markings (RESERVED)

Task 8.6 Illumination Design (RESERVED)

Task 8.7 Temporary Traffic Mobility (RESERVED)

Task 8.8 Preliminary Traffic Control Plans ("TCP")

Consultant shall investigate conceptual temporary traffic control staging for the Project to confirm constructability and determine the project footprint. Conceptual design must be developed by Consultant to accommodate vehicle traffic and developed to the level required to detail general traffic control sequencing and staging concepts. The traffic control design concept must be prepared by Consultant in accordance with the MUTCD.

Traffic control exhibits shall be created by Consultant to facilitate DAP design meetings and traffic control discussions. Consultant shall coordinate with the CPM in development of the DAP traffic control conceptual design. Cross sections at key stations shall be prepared and included in the DAP submittal. It is assumed two stages will be required at each location and up to 5 sheets will be required at DAP. Traffic control costs shall be provided in the DAP construction cost estimate.

DAP temporary traffic control sheets shall include:

- Advance signing (1 sheets)
- Temporary traffic control typical sections (3 sheets)
- Traffic control details (1 sheets)

Consultant Deliverables and Schedule:

Consultant shall provide:

- Traffic Control DAP Plans to be provided as part of Task 13.

TASK 9 - RAILROAD COORDINATION (RESERVED)

TASK 10 - ROADWAY DESIGN

Task 10.1 Alternative Analysis & Preliminary Roadway Design

Consultant shall prepare draft and final design criteria and DAP Plans, which establishes the geometric boundaries of the Project footprint, and allows for concurrent R/W, environmental permitting and the development of construction contract documents to occur. DAP plans must be developed in accordance with Marion County and AASHTO Design Standards.

As part of the DAP Design, the consultant shall evaluate up to three alternatives at each slide location in cooperation with the Geotechnical Engineer. The preferred alternative will be further detailed and summarized in the DAP Plans and cost estimate. As part of DAP design, the consultant shall evaluate alignments, profiles and superelevation as part of shifting the roadway, estimate excavation and embankment limits, evaluate and summarize right of way impacts and develop erosion and sediment control plans.

Consultant shall prepare and submit up to 40 DAP Plan sheets and prepare a construction cost estimate. (roughly 60% completion).

DAP roadway plan sheets shall include:

- Title sheet (1 sheet)
- Index of sheets (1 sheet)
- Typical sections (8 sheets)
- Detail sheets (5 sheets)
- Plan and profile sheets (8 sheets)
- Erosion and sediment control sheets (10 sheets)

Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft design criteria worksheet on County form to be submitted to County within twelve (12) weeks of receiving NTP. Final design criteria worksheet on County form to be submitted to County within three (3) weeks of receiving review comments from the County
- Roadway DAP Plans (to be provided as part of Task 13).
- Construction Cost Estimate (to be provided as part of Task 13)

TASK 11 - STRUCTURE DESIGN

Task 11.1 DAP Retaining Wall Alternatives, Analysis & Preliminary Design (CONTINGENCY)

Consultant will evaluate the structural design constraints for wall types if selected as alternatives. In coordination with the other disciplines, consultant will present to the County a recommendation for UP TO two (2) feasible wall types for each of the three (3) slide areas where walls are selected as alternatives. The analysis will be in coordination with the project's geotechnical recommendations and preliminary results and in accordance with current AASHTO LRFD Bridge Design Specifications. Consultant will contribute a structural narrative and preliminary plans for the DAP report.

Consultant shall:

- Prepare preliminary retaining wall evaluation(s), analysis, and design.

- Prepare preliminary wall narrative for the DAP report
- Provide up to three (3) drawings at each of the three (3) slide locations. (P&E and a section view for each of the two wall types at each slide location selected).
- Prepare preliminary construction cost estimates for each wall option evaluated

Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft wall narrative and plan sheets to be incorporated into the Draft DAP (Task 13)

TASK 12 - INTERCHANGE DESIGN (RESERVED)

TASK 13 - DESIGN ACCEPTANCE PACKAGE

The objective of the DAP is to identify the size of the Project footprint, required design exceptions and any required environmental permits prior to preparing the Advance and Final Plans. Consultant shall prepare a DAP that includes design plans, cost estimate and a design narrative that addresses the following:

- Summary of design exceptions that will be necessary
- Summary of existing conditions, (i.e., Project location, roadway classification, lanes, ADT, posted speed, roadside features, and other design standards pertinent to the Project);
- Outline of Project constraints such as topography, environmental, permits, ROW, utilities and cost (NOTE: these may be executive summaries prepared by Consultant for other deliverables associated with this Project);
- Environmental impacts and mitigation measures;
- Environmental permitting requirements;
- Utility conflicts;
- Public Involvement efforts;
- Description of geotechnical subsurface conditions;
- Draft Geotechnical and Pavement Design Report;
- Draft Stormwater Management Plan;
- ROW needs;
- Construction staging, temporary detours, and temporary protection and direction of traffic during construction;
- Overview of alternatives considered and why the preferred alternative was selected for each of the three active landslides
- Traffic Engineering Narrative:
 - Temporary traffic control/staging requirements
- Environmental Narrative
 - Environmental impacts and mitigation measures
 - Environmental permitting requirements
- List of utility conflicts and utility contact information;
- Constructability Recommendations
- Construction cost estimate.

Consultants shall prepare DAP plan sheets in 11x17 full size sheets according to the following table of sheets:

Note: The number of plan sheets listed below is an estimate only. Consultant shall prepare all plan sheets necessary for a complete DAP package.

Name of Sheet	Scale	Estimated # of Sheets
Title sheet	N/A	1
Index of Sheets	N/A	1
Typical sections	Varies	8
General Details	NTS	5

Temporary protection and direction of traffic	Varies	15
Roadway plan & profile	60	8
Drainage/stormwater plan/profiles	60	8
Erosion control	60	10
Drainage/water quality details	Varies	2
Retaining wall plans and details (Includes Boring Logs?)	Varies	9
Sign and striping plans	60	N/A

*Note: Indicates sheets that will only be prepared if a contingency task is activated

Consultant shall summarize and reference in the DAP all of the reports and technical memoranda pertinent to the Project. Consultant shall prepare and submit design plans and a cost estimate as appendices to the DAP. Drawings submitted with the DAP must be marked as "Design Acceptance Plans for Review." Both the DAP and the design plans must bear the responsible engineer's seal. Consultant shall prepare the Title sheet in accordance with County and FHWA standards and provide an index to the drawing set.

Marion County will provide comments on the DAP. Consultant shall address County comments. Consultant shall attend a DAP Plan Review Meeting to communicate and discuss resolution to County review comments. Consultant shall provide written responses to address review comments received from the County after attending the DAP Plan Review Meeting.

Consultant Deliverables and Schedule:

Consultant shall provide:

- 1 electronic copy of DAP in PDF format to CPM within 16 weeks of NTP, unless agreed to by the County based upon the geotechnical investigation requiring further monitoring of the site.1 electronic copy of written responses to DAP review comments CPM within 1 week of the DAP Plan Review Meeting.

Task 13.3 Preliminary Cost Estimate and Constructability/Value Engineering Review

Consultant shall prepare preliminary cost estimates for the remaining elements of the Project and develop a comprehensive preliminary Project Cost Estimate. The estimate must be based on standard County bid items and current average unit cost data from Estimator Bid Catalogs. The estimate must include appropriate percentages for CA/CEI and contingencies at the DAP development stage.

Consultant shall conduct a constructability and value engineering review of all preliminary design plans and assumptions. This will consist of a team of construction specialist that will review design drawings, including conceptual staging plans. The team shall confer with each other on potential conflicts and problems and will look for opportunities to improve the design to make it easier and possibly less expensive to build. Consultant shall prepare a narrative providing recommendations as part of the draft DAP.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Constructability/Value Engineering narrative submitted with the Draft DAP
- 1 electronic copy (MS Excel® and .pdf) of Draft Preliminary Cost Estimate submitted as part of DAP

TASK 14 - RIGHT OF WAY (ROW)

It is anticipated that one (1) property will require the acquisition of Right-of-Way which may include permanent acquisitions and temporary construction easements.

Consultant shall:

- Determine any partial right-of-way acquisitions or easements required based on the preferred design.

- Prepare, negotiate, and obtain property owner signatures for temporary right-of-entry documents for the purposes of environmental and geotechnical studies for one (1) file. Consultant shall use template provided by County.
- Develop confidential budgetary right-of-way and easement cost that will be used to evaluate any project alignment alternatives. Consultant will provide a spreadsheet of potential right-of-way acquisitions, listing phone numbers, site addresses and type(s) of acquisitions from each parcel: parcel maps, and right-of-way acquisition and preliminary cost estimates for each parcel.

Consultant Deliverables and Schedule:

Consultant shall provide:

- One (1) Right of Entry approximately six (6) weeks from NTP
- Budgetary right-of-way and easement costs to be included in the deliverables for Task 13

TASK 15 - FINAL PLANS, SPECIFICATIONS & ESTIMATE (PS&E) (RESERVED)

TASK 16 - BIDDING ASSISTANCE (RESERVED)

F. CONTINGENCY TASKS

The table below is a summary of contingency tasks that County, at its discretion, may authorize Consultant to perform. Details of the contingency tasks and associated deliverables are stated in the Task section of the Statement of Work. Consultant shall complete only the specific contingency task(s) identified and authorized via written (e-mail acceptable) Notice-to-Proceed ("NTP") issued by County's Project Manager. If requested by County, Consultant shall submit a detailed cost estimate for the agreed-to contingency Services (up to the NTE amount(s) in the Contingency Task Summary Table) within the scope of the contingency task.

If County chooses to authorize some or all of these tasks, Consultant shall complete the authorized tasks and deliverables per the schedule identified for each task. The NTP will include the contingency task name and number, agreed-to due date for completion and NTE amount for the authorized contingency task.

Each contingency task is only billable (up to the NTE amount identified for the task) if specifically authorized per NTP. In the table below, the "NTE for Each" amount for a contingency task includes all labor, overhead, profit, and expenses for the task. The funds budgeted for contingency tasks may not be applied to non-contingency tasks without an amendment to the Contract. The total amount for all contingency tasks authorized shall not exceed the maximum identified in the table below. Each authorized contingency task must be billed as a separate line item on Consultant's invoice.

Contingency Task Summary Table

Contingency Task Description	NTE for Each	Max Quantity	Method of Comp.	Total NTE Amount	Fixed Fee
2.3.1 Supplemental Topographic Data Collection and Mapping	\$ 5,362.79	1	T&M	\$5,362.79	N/A
3.4.2.1 Shoulder Material Investigation Work Plan and Health Safety Plan	\$ 1,390.00	1	T&M	\$1,390.00	N/A
3.4.2.2 Sample Collection and Reporting	\$29,543.00	1	T&M	\$29,543.00	N/A
11.1 DAP Retaining Wall Alternatives, Analysis and Preliminary Design	\$36,252.79	1	T&M	\$36,252.79	N/A
Total NTE For All Contingency Tasks:				\$72,548.58	
Total For Any Contingency Fixed-Fee Amounts:					\$ 0
Total NTE for Contingency Cost (and Fixed-Fee Amounts, if any):					\$72,548.58

EXHIBIT B - COMPENSATION

Definitions:

FCCM - Facilities Capital Cost of Money

NBR - Negotiated Billing Rates. NBRs are fully loaded billing rates used by firms that do not have an audited, approved overhead rate. NBRs are inclusive of direct salary, indirect expenses and profit.

NTE - Not to Exceed Amount

T&M - Time and Materials

A. METHOD of COMPENSATION for NON-CONTINGENCY TASKS

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with Contract requirements and all applicable standards. Consultant shall complete all Services and provide all deliverables as defined in the Contract. If the applicable compensation is exhausted, but Services and deliverables are not complete, Consultant shall complete the Services and provide the deliverables to County's satisfaction without additional compensation.

The amount payable under the Contract may be adjusted by County or renegotiated to:

- Reduce the NTE, Fixed-Price or Fixed-Fee amount associated with Tasks/Deliverables that were not authorized by County or not performed by Consultant;
- Reduce the NTE, Fixed-Price or Fixed-Fee amount commensurate with deductive amendments to reduce the risk associated with the project or to reduce the scope of work required under the Contract;
- Increase the NTE, Fixed-Price or Fixed-Fee amount for additional Tasks/Deliverables added to the scope of work via amendment to the Contract.

{The method(s) of compensation for contingency tasks, if any, is specified in Exhibit A, Contingency Task Summary Table.}

1. Time and Materials with Not-To-Exceed (T&M)

County will pay Consultant for completion of Services required under the Contract on the basis of T&M, up to the NTE amount established in the Contract. Billable items include:

- **Loaded Costs**- the NBR (which is inclusive of profit and overhead costs); or the actual direct salary rate paid to the specific employee(s) (up to the maximum rate approved in the Contract for the employee's classification) productively engaged in work to complete the Services required under the Contract, plus profit and the approved overhead.
- **Direct Non-Labor Costs** (without mark-up) - Approved travel costs (up to the rates established in Section B of this Exhibit) and other approved direct-non labor expenses that are not included in overhead.
- **Subcontractor Costs** (without mark-up, unless County notifies Consultant otherwise in writing) - the hourly labor rates and direct non-labor costs (as described above) that have been billed to Consultant and recognized by Consultant as valid, undisputed and payable.

The dollar amount for T&M non-contingency Services is: \$ 710,042.82

B. PAYMENT OPTIONS

Payments will occur only after County has determined that Consultant has completed, and County has accepted, the required Services (including defined deliverables) for which payment is sought via a properly submitted and correct invoice.

(For T&M) - Progress Payments for Acceptable Progress. County will pay Consultant monthly progress payments for actual costs, up to the Contract NTE amount, for Consultant's acceptable (and verifiable) progress on tasks and deliverables included in the invoice.

C. TRAVEL

Travel costs are allowable only if they are authorized under the Contract and if the travel is essential to the normal discharge of County's responsibilities and is related to official County business. **All travel shall be conducted in the most efficient and cost-effective manner that results in the best value for the State.** Personal expenses shall not be authorized at any time. The following guidelines shall apply to the Contract:

- The travel, lodging, and per diem rates referenced in this Section C are the maximums that Consultant's estimate (or reimbursement, if applicable) may be based on. Travel rates other than those referenced in this Section C may be negotiated in the Contract, however, under no circumstance shall travel, lodging and per diem rates exceed the maximums set forth by the State Controller at <https://www.oregon.gov/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf>.
- Mileage - For compensation based on Cost-Plus-Fixed-Fee or Time and Materials (or Fixed Price or Price Per Unit when travel reimbursement is approved and mileage is compensated separately), all mileage approved by County will be reimbursed according to the rates set forth by the State Controller at <https://www.oregon.gov/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf> that are in effect on the date when the travel occurs.
- For compensation based on Cost-Plus-Fixed-Fee or Time and Materials, Consultant shall submit receipts for travel-related expenses billed to County, such as but not limited to, lodging, rental vehicles, and air fare. If lodging is shared by two or more travelers, the lodging receipt must indicate the names of any travelers on official State business who shared the room.

D. INVOICES

Consultant shall submit invoices in the format required by County (and with supporting documentation to substantiate charges on the invoice, including a detailed line-item breakdown of labor and direct non-labor costs by task/subtask) no more frequently than once per month. The address for invoice submittal is set forth in Exhibit J. In addition to all other applicable invoice requirements in this section D, each invoice must include the following information:

- The project name (per the STIP)
- Invoice number
- Invoice date
- Billing period
- The County's Contract number
- The County's project number
- The ODOT key number
- The federal-aid number
- The County project manager's name
- Remit address
- Overhead and FCCM rates
- Consultant project manager's name
- Task numbers from contract
- Percent complete of each task/deliverable
- Total amount due for the billing period

Progress Reports: Each monthly invoice must include a progress report. The monthly progress report must cover the period invoiced and, at minimum, must:

- Describe the previous month's project activities and the planned activities for the next month;
- For each task/deliverable identify the percentage completed during the month and the cumulative percentage completed;
- Reconcile progress of each task/deliverable with the schedule identified for each.
- Identify issues/concerns that may affect the project Statement of Work, schedule or budget.

"Paid Summary Report"

Consultant shall complete and submit to CPM Paid Summary Report(s) [form 734-2882] per the instructions on the form. Consultant must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance. **This reporting is required for all Contracts that include subs, regardless of funding or whether or not a DBE goal or Certified Small Business Aspirational Target is assigned.**

T&M Compensation:

- Consultant shall prepare invoices based on the actual hourly rates, up to the maximums for each respective classification approved in the Contract, of the employees (or subconsultants) that performed the Services.
- Consultant shall provide documentation in each invoice to itemize all reimbursable actual labor costs and direct non-labor expenses for which Consultant seeks reimbursement, including a breakdown by task of the number of labor hours for each employee, employee names and classifications. Include receipts for any items purchased or equipment rentals for the Project that exceed \$100. Include copies of all invoices, similarly detailed, from authorized subconsultants.
- County will reimburse Consultant for approved travel expenses incurred in accordance with **Exhibit B**, Section C of the Contract, if County has agreed to reimburse Consultant for travel expenses. For travel expense claims include receipts for lodging; rental cars, airfare.

County may request a full written itemization of and receipts for, but not limited to, any or all labor and direct costs billed by Consultant. Consultant shall provide written itemization and receipts to County within 5 business days of County's request. County will not make payment to Consultant under the applicable invoice until County has received all requested supporting documentation from Consultant and County has approved the invoiced amounts. Any overdue payments to Consultant by County for an approved invoice are subject to ORS 293.462.

E. PAYMENT TERMS

Payment will be made to Consultant no later than 45 calendar days from receipt of invoice completed in conformance with all contractual requirements. County will endeavor to notify Consultant within 10 business days of receipt of invoice regarding any necessary revisions or corrections to the invoice. If revisions are necessary, payment will be made no later than 45 calendar days from receipt of the revised invoice. Any interest for overdue payment will be in conformance with Oregon law.

F. CORRECTIVE WORK

Consultant shall complete all Services, including Deliverables, as required in the Contract to County's satisfaction. If County, using reasonable discretion, determines that the Services or associated deliverables, or both, are unacceptable, County shall notify Consultant in writing of the deficiency. Within 7 calendar days (unless a different timeframe is agreed to by the Parties) of receipt of the deficiency notification Consultant shall respond to County outlining how the deficiency shall be corrected. Consultant shall correct any deficiencies in the Services and Deliverables to County's satisfaction without further compensation. County will not unreasonably withhold payment.

G. WITHHOLDING/RETAINAGE

County reserves the right to initiate, at any time during the Contract, withholding of payment equal to 5% of the amount of each invoice submitted to County under the Contract. County will make final payment of any balance due to Consultant promptly upon verification of completion and acceptance of all Services by County and will pay interest as required on retainage.

H. PAYMENT REDUCTION

County, or its duly authorized agents, may audit Consultant's fiscal records, including certified payroll and overhead records at any time. If County finds previously undisclosed inaccurate or improper costs have been invoiced and paid, County will notify Consultant and seek clarification. County, in its sole discretion, may reduce the payment for Services by withholding the inaccurate or improper amounts from any future payment to Consultant, withhold the inaccurate or improper amounts from final payment to Consultant, or may use any other means to seek recovery of already paid but improperly calculated amounts.

I. SPECIFIC LIMITATIONS and UNALLOWABLE CHARGES

Specific Limitations

For cost reimbursement compensation such as CPFF or T&M, Consultant shall invoice County only for actual productive time Consultant personnel spend on Services by any level of Consultant's staff (up to the established not-to-exceed amount). Consultant's general supervisors or personnel who are responsible for more than one County project shall charge only for actual productive time spent directly on the project identified in the Contract.

County will pay Consultant only up to the hourly rates set forth in the Contract that are commensurate with the type of Services performed regardless of the classification, title, or level of experience of the individual performing those Services. However, under no circumstances shall Consultant invoice County based on higher direct salary rates than the actual amount paid to its employees.

Discriminatory Pricing. Direct and indirect costs as applied to work performed under County contracts and subcontracts may not be discriminatory against the County. It is discriminatory against the County if employee (or owner/sole proprietor) compensation (in whatever form or name) is in excess of that being paid for similar non-County work under comparable circumstances.

Discriminatory Wage Rates. Pursuant to ORS 279C.520, Consultant shall comply with the prohibitions set forth in ORS 652.220. Failure to comply is a breach that entitles the County to terminate the Contract for cause.

Employee Discussions Regarding Compensation. Consultant shall not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person {see ORS 279C.520(1)}.

Unallowable Charges

County will not pay for direct or indirect costs that are unallowable under the provisions of 48 CFR Part 31.

Costs or direct charges for, but not limited to, the following are not reimbursable:

- Costs for negotiation of the Contract or Contract amendments, including but not limited to proposal preparation, BOC preparation, preparation for negotiations, and negotiation of level of effort/budget.
- Costs related to disputes or E&O Claims, including but not limited to discussions, meetings and preparation of any dispute or claim related documentation.

- Mark-up on subcontractors or direct non-labor costs.
- Transfer of knowledge and information related to Key Person replacements.
- Correcting or making adjustments to incorrect or improper invoices.
- Direct compensation for items included in firm's indirect costs (unless properly credited back to indirect cost).
- Premium costs incurred as a result of working overtime or holidays. (Premium time should normally be charged to overhead. In accordance with ORS 279C.520, employees shall be paid at not less than time and one-half for all overtime worked and for work on legal holidays, except for individuals who are excluded from receiving overtime under personal services contracts pursuant to ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209.)

J. INDIRECT COSTS; SALARY and BILLING RATE SCHEDULES

1. Approved cost data on file with ODOT - If Consultant or its subconsultants have current, approved overhead, salary, or NBR rate schedules on file at ODOT, Consultant and its subconsultants will submit those approved rate schedules and any required certifications (or County may obtain rate schedules from ODOT) as required in subsections 2 and 3 below for use under the Contract.

2. Overhead Schedule - If Consultant or subconsultants calculate overhead as part of their normal business practice, the overhead schedules shall be prepared and submitted in accordance with ODOT's Billing Rate Policy (as may be revised from time to time by ODOT) available at: <https://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/brPolicy.pdf>. Consultant Certification of compliance with Federal Cost Principles is required per FHWA directive 4470.1a: <https://www.fhwa.dot.gov/legsregs/directives/orders/44701a.htm>. A signed Certification of Final Indirect Costs form must be submitted with the overhead schedule.

In order to assess the adequacy of an audited overhead rate for use in fair and reasonable price negotiation, County and/or ODOT may evaluate a firm's financial capability, internal control structure, and overhead schedule. This includes a determination as to the applicability of historical overhead rates to the anticipated future contract period, performing financial ratio analysis, evaluating overhead account trends and utilization rates for reasonableness.

3. Salary and Billing Rate Schedules

Consultant shall, and shall cause all of its subconsultants to submit electronically to County the applicable rate schedules described below.

Direct Salary Rate Schedule - includes the name, classification and actual direct salary rate as approved for each employee that may be used under the Contract. This schedule is required for firms that calculate an overhead rate. This schedule will not be included in the Contract but will be retained by County.

Negotiated Billing Rate Schedule - may be required for Consultants or subconsultants that do not have a cognizant or acceptable independent audit for overhead rates (or do not calculate overhead as part of their normal accounting practice) and County determines it is in the public's best interest to negotiate specific billing rates. Instead of calculating a billing rate using a formula that applies overhead, profit, and FCCM to the direct salary rate, this schedule lists negotiated rates that are fully inclusive of profit, overhead and any cost of living or merit raises. The billing rates invoiced under the Contract must not exceed the rates per classifications listed in the schedule and may be no greater than the lowest rates charged to other public or private clients.

Direct Non-Labor Rate Schedule - is an optional schedule used to list actual costs of reimbursable items that are not included in the firm's overhead rate (or that are properly applied as a credit in overhead calculation).

Approved Rate Schedules - The rate schedules approved for the Contract and the BOC are incorporated into this Contract by this reference. Prior to approval of additional subconsultants, Consultant shall provide to County any requested documentation of qualifications and experience of the prospective subconsultant and its staff.

K. RATE REVISIONS

The hourly rates (including escalations, if any) approved for use under this Contract shall remain in effect throughout the duration of the Contract unless revisions are approved by County. Any approved revisions to the hourly rates allowable under the Contract shall not cause an increase in the Contract NTE amount (exceptions may be approved by County on a case by case basis).

L. BREAKDOWN OF COSTS (BOC)

Prior to execution of the Contract or any amendments that add Services, Consultant shall prepare and submit a BOC based on the approved overhead and actual direct salary rates (and approved NBRs as applicable) for each classification to be used under the Contract. Consultant shall include names of proposed staffing in the BOC.

The BOC must include a detailed breakdown of the costs for each element of the work regardless of compensation method. The BOC must identify:

- a) the proposed staff assignments (classifications and names) and hours per task and sub-task;
- b) an itemization with documentation (estimates from vendors shall be provided upon request) to support rental equipment, flaggers, travel and other direct non-labor expenses; and
- c) the estimate for Services as provided by each subconsultant that shows the assigned staff and hours per task and sub-task and itemized direct non-labor costs. County may ask for qualifications of any staff assigned to work on a project if they were not included in Statement of Proposal originally submitted for solicitation.
- d) the certification status of any disadvantaged business enterprise, minority-owned business, woman-owned business, service-disabled veteran-owned business or emerging small business subcontractors included in the BOC.
- e) **Contingency Tasks.** Amounts for any contingency tasks must be shown as a separate line-item for each task. The amount for a contingency task must include all labor, overhead, profit, and expenses for the task. Expenses for contingency tasks must not be included in an overall amount for direct non-labor expenses applied to the budget for the non-contingency tasks. Enter the agreed to unit and extended amounts for contingency tasks in the Contingency Task Summary table.

The final BOC (dated April 17, 2020) is not physically attached, but is incorporated into this Contract by this reference with the same force and affect as though fully set forth herein. A copy of the final BOC has been provided to the Consultant prior to execution of this Contract.

EXHIBIT C - INSURANCE

All insurance required by this Contract shall be maintained with insurers with an A.M. Best Financial Strength Rating of no less than A-. Insurers must be legally authorized to transact the business of insurance and issue coverage in the State of Oregon. Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and self-insurance. Prior to beginning work and during the term of this Contract, including any extensions or warranty period, Consultant shall maintain in force at its own expense each insurance set forth below:

1. **Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (Consultants with one or more employees, unless exempt under ORS 656.027).
2. ☒ **Required by County** ☐ **Not required by County.**
Professional Liability insurance with a per claim, incident or occurrence limit, or the equivalent, of not less than ☒ **\$1,000,000**, or ☐ **\$2,000,000**. Any annual aggregate limits must not be less than ☐ **\$1,000,000**, or ☒ **\$2,000,000**. This insurance must cover damages caused by negligent acts, errors or omissions of Consultant and Consultant's subcontractors, agents, officers or employees related to the professional Services to be provided under the Contract. If this insurance is provided on a "claims made" basis, Consultant shall continue the same coverage for ☒ **2 years**, ☐ **3 years**, or ☐ **6 years** after completion of the Services or acquire "tail" coverage or an Extended Reporting Period endorsement for the foregoing extended period beyond Contract expiration or termination. Evidence of any required extended period coverage will be a condition of final payment under the Contract.
3. ☒ **Required by County** ☐ **Not required by County.**
Commercial General Liability insurance must be issued on an occurrence basis with per occurrence limit, or the equivalent, of not less than \$1,000,000 covering "bodily injury" and "property damage." Any annual aggregate limits shall not be less than \$2,000,000.
4. ☒ **Required by County** ☐ **Not required by County.**
Automobile Liability insurance covering Consultant's business-related automobile use, with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for "bodily injury" and "property damage," including coverage for all owned, non-owned, rented or hired vehicles.
5. **Notice of change or cancellation.** There shall be no cancellation, material change (one that would adversely impact the protection of County provided through the insurance coverages required in this **Exhibit C**), reduction of limits or intent not to renew the insurance coverage(s) without 30 calendar days prior written notice from Consultant or its insurer(s) to County. **All policies and certificates of insurance, including Workers' Compensation, must include a notice of cancellation or nonrenewal clause as required under ORS 742.700 to 742.710.**
6. **Certificates of Insurance.** As evidence of the insurance coverages required by this Contract, Consultant shall furnish acceptable insurance certificates to County prior to Contract execution. Throughout the life of this Contract, Consultant shall submit updated certificates of insurance prior to the policy expiration date(s) indicated for the required coverages. If requested by County, Consultant shall either: a) provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to County; or b) make such insurance policies, endorsements, self-insurance documents and related insurance documents available for inspection by County's representatives at a location in the State of Oregon that is reasonably convenient for County's representatives responsible for verification of the insurance coverages required under the Contract.
7. **Additional Insureds.** Insurance certificates for Automobile and Commercial General Liability must include an endorsement physically attached to the certificate specifying the County, the State of Oregon, the OTC, the Oregon Department of Transportation, and their respective officers, members, agents and employees as Additional Insureds and must expressly provide that the interest of the Additional Insureds shall not be affected by Consultant's breach of policy provisions.
8. **Subcontractors.** Consultant shall: (i) obtain proof of the above insurance coverages, as applicable, from any subcontractor providing Services related to this Contract, or (ii) include subcontractors within Consultant's coverage for the duration of the subcontractor's Services related to this Contract.

EXHIBIT D - TITLE VI NON-DISCRIMINATION PROVISIONS

During the performance of this Contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- a. **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- b. **Nondiscrimination:** Consultant, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- d. **Information and Reports:** Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County, ODOT, FHWA or the Federal Transit Administration (FTA) as appropriate, to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to County, ODOT, FHWA or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this Contract, County shall impose such Contract sanctions as it, ODOT, FHWA or FTA may determine to be appropriate, including, but not limited to:
 - (i) Withholding of payments to Consultant under the Contract until Consultant complies, and/or
 - (ii) Cancellation, termination or suspension of the Contract, in whole or in part.
- f. **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as County, ODOT, FHWA or FTA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, Consultant may request County, ODOT, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**EXHIBIT E - DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROVISIONS (Goal)
(RESERVED)**

**EXHIBIT E.1 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISIONS
(No-Goal) (RESERVED)**

EXHIBIT F - SPECIAL TERMS & CONDITIONS (RESERVED)

EXHIBIT G - AERIAL PHOTOGRAPH OF WORK AREA



EXHIBIT H - RESERVED

EXHIBIT I - ERRORS & OMISSIONS (“E&O”) CLAIMS PROCESS

Exhibit I is not physically attached but is incorporated into this Contract with the same force and effect as though fully set forth herein. For purposes of this Contract, the term “Agency”, as used in the E&O Claims Process, means “local public agency”. The E&O Claims Process (as may be revised from time to time by ODOT) is available at the following Web address as Exhibit I:

<http://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/xbti.pdf>

EXHIBIT J - CONTACT INFORMATION and KEY PERSONS

1. Party Contact Information.

a.1 * County's Project Manager (CPM)

Name:	Mark Foster
Ph:	503-373-4307
E-mail:	mafoster@co.marion.or.us

a.2 *: County Contract Administrator for contractual matters:

Name:	Tim Beaver, Contracts Specialist
Ph:	503-365-3100
E-mail:	tbeaver@co.marion.or.us

a.3 County's address for invoicing:

Mailing Address:	Marion County Public Works 5155 Silverton Rd. NE Salem, OR 97305 Attn: Mark Foster
E-mail:	mafoster@co.marion.or.us

b. **Consultant's Project Manager (PM) for this Contract is:

Name:	Jeff Bernardo, P.E.
Ph:	541-762-2079
E-mail:	jbernardo@dowl.com

c. Consultant's remit address for payments and contact for billings:

Name:	Lori Lovewell
Address:	DOWL, LLC 920 Country Club Road, Suite 100B Eugene, OR 97401
Ph:	541-762-2103
E-mail:	llovewell@dowl.com

* County may change the Contract Administrator or Project Manager designation by promptly sending written notice (e-mail acceptable) to Consultant, with a copy to ODOT Procurement Office.

**Any changes to Consultant's Project Manager must be approved in writing (e-mail acceptable) by County.

2. Key Persons

Consultant acknowledges and agrees that County selected Consultant, and is entering into the Contract because of the special qualifications of Consultant's key personnel ("Key Persons" or "Key Personnel"), which may include specific staff agreed to during Contract negotiations. In particular, County, through the Contract is engaging the expertise, experience, judgment and personal attention of the Key Persons identified in the Contract.

Each Key Person shall not delegate performance of any management powers or other responsibilities he or she is required to provide under the Contract to another of Consultant's or subconsultant's personnel without first obtaining the written consent of County. Further, Consultant shall not re-assign or transfer any Key Person to other duties or positions such that the Key Person is no longer available to provide County with his or her expertise, experience, judgment, and personal attention according to any schedule established under the Contract without first obtaining County's prior written consent to such re-assignment or transfer. Notification of request to change a Key Person shall be in writing (via e-mail or other form as may be required by County.) Throughout the term of the Contract, Consultant shall provide updated information (if requested by County) to demonstrate the continuing qualifications of any staff working on County projects, including those approved as Key Persons.

In particular, County, through the Contract is engaging the expertise, experience, judgment and personal attention of the following Key Persons:

Name	Role
Jeff Bernardo, PE	Project Manager
Austin Bloom	Environmental/Permitting
Stan Petroff, PE	Roadway/Traffic
Adrian Holmes, CEG	Engineering Geologist
Seth Hemelstrand, SR/WA	Right of Way

3. Reassignment or Transfer of Key Person

In the event Consultant requests that County approve a reassignment or transfer of a Key Person:

- Consultant shall provide a resume for the proposed substitute demonstrating that the proposed replacement has qualifications that are equal to or better than the qualifications of the person being replaced.
- County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person.
- Any substitute or replacement for a Key Person must be approved in writing (e-mail acceptable) and shall be deemed to be a Key Person under the Contract.

Consultant agrees that the time/costs associated with the transfer of knowledge and information for a Key Person replacement is not a cost borne by County and shall not be billed to County. This includes labor hours spent reviewing project documentation, participation in meetings with personnel associated with the Contract/project, and participating in site visits to become familiar with the project.