



Contract Review Sheet

PW-5581-23

A&E Standard Prof Svcs Agmnt #: PW-5581-23 Amendment #: _____

Contact: Alicia Henry Department: Public Works Department

Phone #: 503-373-4320 Date Sent: Tuesday, December 5, 2023

Title: 2025 Rural Transportation System Plan (RTSP) Update

Contractor's Name: DKS Associates

Term - Date From: Execution Expires: July 31, 2026

Original Contract Amount: \$ 279,999.95 Previous Amendments Amount: _____

Current Amendment: \$ - New Contract Total: \$ - Amd% _____

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# PW1343-23

Description of Services or Grant Award

The Marion County Rural Transportation System Plan Update ('Project') will update Marion County's existing Rural Transportation System Plan (RTSP), last updated in 2005.

Desired BOC Session Date: 1/24/2024 Files submitted in CMS for Approval: 1/3/2024

Agenda Planning Date: 1/11/2024 Printed packets due in Finance: 1/9/2024

Management Update: 1/9/2024 BOC upload / Board Session email: 1/10/2024

BOC Session Presenter(s) Carl Lund, Janelle Shanahan

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by:

90EC84E244DE43D...
 Finance - Contracts 1/5/2024
 Date

DocuSigned by:

DA7EBDCC4E7B47D...
 Contract Specialist 1/10/2024
 Date

DocuSigned by:

60C0846E708240B...
 Legal Counsel 1/9/2024
 Date

DocuSigned by:

DC19951240DE4EG...
 Chief Administrative Officer 1/9/2024
 Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 12/27/2023
Department: Public Works

Title: Marion County Rural Transportation System Plan (RTSP)

Agenda Planning Date: 1/18/23 Management Update/Work Session Date: 12/7/23 Audio/Visual aids []

Time Required: 5 min Contact: Carl Lund Phone: 503-588-5036

Requested Action: Approve and sign the Engineering and Related Services Contract #PW-5581-23 for \$279,999.95, between Marion County and DKS Associates, Inc., so that DKS can proceed with developing the Rural Transportation System Plan (RTSP) update.

Issue, Description & Background: ODOT has awarded a Transportation Growth Management (TGM) grant for Marion County to develop a new RTSP. The selection committee selected DKS through a competitive RFP process. The county and consultant have agreed to a statement of work and a cost for the project. The updated RTSP will provide the framework for an efficient, well-balanced and cost effective transportation system for all road users over the next 20 years, including a list of projects and priorities.

Financial Impacts: Total project cost is estimated at \$318,181.82 with Federal Funds match of \$280,000.00.

Impacts to Department & External Agencies: Public Works will provide a local match of 10.27% of total project costs, up to \$38,181.82.

List of attachments: Contract Review Sheet
Engineering and Related Services Contract between DKS Associates, Inc. and Marion County

Presenter: Carl Lund, Traffic Engineering Supervisor

Department Head Signature:

DocuSigned by: Brian Melodas
9793BA7ACD6D443

PERSONAL SERVICES CONTRACT FOR NON-A&E PLANNING SERVICES
Contract Number: PW-5581-23

Project Title: Marion County Rural Transportation System Plan	Agency Project Number: 105968
Project Location: Rural Marion County	Associated RFP Number: PW1343-23
Federal Aid Number: SA00(525)	No DBE Goal (see Exhibit E.1)
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) \$0 for contingency tasks, each of which must be separately authorized by Agency.	\$ 279,999.95

This Contract is between Marion County, hereafter called “Agency” and DKS Associates, Inc, a California corporation, hereafter called “Consultant.” Agency 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 Oregon Department of Transportation (“ODOT”). 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 Agency. Unless otherwise amended or terminated, this Contract shall expire July 31, 2026

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. Agency 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
- Exhibit F - Special Terms and Conditions (RESERVED)
- Exhibit G - RESERVED
- Exhibit H - RESERVED
- Exhibit I - Errors & Omissions (“E&O”) Claims Process (RESERVED)
- 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 Agency reserves the right (i) to determine the delivery schedule (as mutually acceptable to Agency and Consultant) for the Services to be performed and (ii) to evaluate the quality of the completed performance, Agency 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 Agency, 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/Pages/LPA.aspx>) 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 Agency 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, Agency 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 Agency 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 Agency, 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 Agency 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 Agency or a particular project.

7. Subcontracts and Assignment; Successors and Assigns

- a. Consultant shall obtain Agency'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 Agency 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. Agency'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 State of Oregon, the Oregon Transportation Commission (OTC) and ODOT, are intended third-party beneficiaries of the Contract with express independent authority to enforce the terms and conditions of the Contract. Otherwise, there are no third-party beneficiaries of the Contract.

9. Representations and Warranties. Consultant represents and warrants to Agency 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) Agency'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 Agency in accordance with applicable law for all damages to Agency 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 Agency 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.

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 Agency 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 Agency 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 Agency. Agency and Consultant agree that Work Product that constitutes original works of authorship (the "Original Work Product") is "work made for hire" of which Agency 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 Agency 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 Agency's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Original Work Product in Agency. 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 Agency under the Contract), or in the event any Consultant Intellectual Property or Third Party Intellectual Property is needed by Agency to reasonably enjoy and use any Work Product, Consultant hereby agrees that it will grant to, or obtain for, the Agency 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 Agency to authorize contractors, consultants and others to do the same on Agency'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 Agency. At the request of Consultant, Agency 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, Agency 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 Agency to authorize others to do the same on Agency'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, Agency 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 Agency-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 Agency, 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 Agency of such subpoena or other legal process, provide Agency with copies of any subpoena, other legal process and any other written materials supporting the subpoena or other legal process, and otherwise cooperate with Agency in the event Agency decides to oppose the disclosure of the Confidential Information. In the event Agency decides not to oppose such subpoena or other legal process or Agency'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 Agency, State of Oregon, the OTC and ODOT, 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 Agency, State of Oregon, the OTC and ODOT, 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 Agency, State of Oregon, the OTC and ODOT, 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 Agency by Consultant that may be the subject of protection under any state or federal intellectual property law or doctrine, or the Agency'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, Agency 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 Agency (or other entities identified above) under this section 13(c), based solely on the following: Consultant's compliance with Agency specifications or requirements, including, but not limited to the required use of tangible or intangible items provided by Agency.
- d. *Defense Qualification.* Neither Consultant nor any attorney engaged by Consultant shall defend or purport to defend a claim in the name of the Agency, the State of Oregon, the OTC or ODOT 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 Agency, the State of Oregon, the OTC or ODOT may, at their election and expense, assume their own defense and settlement.

- e. Agency's Acts or Omissions.** *This section 13 does not include indemnification by Consultant of the Agency, the State of Oregon, the OTC and ODOT, 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. Agency's Right to Terminate for Convenience.** Agency may, at its sole discretion, terminate the Contract, in whole or in part, upon 30 calendar days prior written notice to Consultant.
- c. Agency's Right to Terminate for Cause.** Agency may terminate the Contract, in whole or in part, immediately upon written notice to Consultant or at such later date as Agency may establish in such notice, upon the occurrence of any of the following events:
- (i) Agency fails to receive appropriations, limitations or other expenditure authority sufficient to allow Agency, 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 Agency 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 Agency'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 Agency 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 Agency's notice to Consultant, or such longer period as Agency may specify in such notice.
- d. Consultant's Right to Terminate for Cause.**
- (i) Consultant may terminate the Contract by giving written notice to Agency if Agency fails to pay Consultant pursuant to the terms of the Contract and if Agency 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 Agency 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 Agency, 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 Agency upon demand.

- (ii) In the event of termination pursuant to Section 15(c)(iii) or 15(c)(iv), Agency 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 Agency.** Upon receiving a notice of termination of the Contract, Consultant shall immediately cease all activities under the Contract, unless Agency expressly directs otherwise in such notice of termination. Upon termination of the Contract, Consultant shall deliver to Agency all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon Agency's request, Consultant shall surrender to anyone Agency 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 Agency 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 Agency, ODOT, the Oregon Secretary of State's Office (OSS), 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 ODOT, FHWA, OSS and CGUS, as necessary, for audit purposes. Agency, ODOT and FHWA shall have the right to review or examine the work in progress for any Services performed under the Contract.

17. Performance Evaluations. Agency will conduct performance evaluation(s) on the Consultant and its subconsultants during the term of the Contract, which will be compiled and maintained by Agency, 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). Agency 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. Agency may adjust evaluation score(s) upon Agency's finding of good cause. Agency may provide copies of any performance evaluation documentation to ODOT, FHWA, and other parties unless lawfully exempt from disclosure. Agency 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. Agency and ODOT 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. Agency'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 Agency 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 Agency to resolve the conflict (in collaboration with ODOT and FHWA as applicable). Consultant shall specify if the conflict(s) create a problem for the design or other Services required under the Contract. If Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency'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 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 resolve any such dispute through direct communications and negotiations. In the event good faith efforts do not resolve the dispute, the Parties agree to make a good faith effort to determine if mediation might resolve any such dispute. If the Parties determine that mediating the dispute would be productive, the Parties agree to use reasonable efforts to establish an agreement through which such mediation proceeding could take place. In the event such a mediation proceeding takes place, the Parties acknowledge and agree that any mediator or mediators retained to assist the Parties in resolving any dispute will not have the power to issue a binding decision on the Parties, but will merely act to facilitate the process of the Parties' attempt to resolve the dispute through mutual agreement. The cost of the mediator shall be split equally between the Parties.

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 Agency (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 Agency or State of Oregon of any form or 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. Agency may amend the Contract to the extent permitted by applicable statutes, administrative rules and ordinances and as mutually agreed upon by Agency and Consultant. Agency may agree to appropriate increases in the maximum compensation payable under the Contract, should any Agency-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 Agency 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 Agency carrying out an affirmative action goal, policy or program under ORS 279A.100, and fails to maintain the required certification, Agency 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 State of Oregon 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 (the undersigned) signing on behalf of Consultant hereby certifies under penalty of perjury:

- (1) Consultant has provided its correct TIN to Agency;
- (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, s/he 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 (the undersigned) signing on behalf of Consultant hereby certifies the undersigned is 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 Agency on a properly prepared and submitted form and, if determined necessary by Agency or ODOT, a mitigation plan has been approved by Agency 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 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 Agency.

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.

CONSULTANT SIGNATURE(s)

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

**AGENCY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: DocuSigned by:
Brian Melodas
9793BA7ACD6D443... 1/5/2024
Department Director or designee Date

Authorized Signature: DocuSigned by:
Jan Fritz
BC16351248DE4EC... 1/9/2024
Chief Administrative Officer Date

Reviewed by Signature: DocuSigned by:
Scott Norris
60C98AG708240B... 1/9/2024
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by:
J.D. White
98EC84E244DF43D... 1/5/2024
Marion County Contracts & Procurement Date

EXHIBIT A - STATEMENT OF WORK

A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

The Marion County Rural Transportation System Plan Update (“Project”) will update the Agency’s existing Rural Transportation System Plan (RTSP), last updated in 2005. The proposed update will include the areas of Marion County outside the Urban Growth Boundary (UGB) of the respective cities within the county. The County has experienced continued population growth and economic development, resulting in additional demands on transportation infrastructure from a variety of users - freight, residential and commercial development, agricultural and industrial, tourism, pedestrians, and cycling. The Agency’s transportation system includes several key freight routes and serves many commuters travelling to and from neighboring communities.

Project will provide an assessment of the community’s transportation system priorities for the 20-year planning period. A key purpose of the assessment is to revisit transportation system priorities in an era of declining federal, state, and local transportation funding. The updated RTSP will address all modes of transportation and incorporate intelligent transportation systems (ITS) to enhance traffic safety and efficient movement of freight and system users. The updated RTSP will also ensure consistency with federal and state transportation planning requirements and design standards including but not limited to Statewide Planning Goal 12 (Transportation), Oregon Administrative Rule (OAR) 660-012, also known as the Transportation Planning Rule (TPR) and the Oregon Highway Plan (OHP).

Additionally, recent changes to the TPR requires an update of urban transportation system plans for jurisdictions having a population of 50,000 or greater. For the Agency, this would include some areas within the Salem urban growth boundary, mainly east Salem. Although this additional work is currently unfunded, the Agency may amend the contract resulting from this RFP (should funding be secured in the future) to add the work necessary for this additional TSP update.

General Expectation. Consultant commits to provide, oversee and direct Services 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 Agency throughout the project concerning any issues or decisions with potential economic impact to the project.

Project Phasing

This Project is not phased.

Agency Responsibilities

- Coordination and communication with internal Agency and Consultant staff.
- Provide access to available Project information, recommendations and goals.
- Review of Consultant progress to verify adherence to the Work Order 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.

Acronyms and Definitions

Agency	Marion County		SOW	Statement of Work
APM	Agency's Project Manager		SRTS	Safe Routes to School
IAMP	Interchange Area Mngmt Plan		TAC	Technical Advisory Committee
NTE	Not to Exceed		TBD	To Be Determined
NTP	Notice to Proceed		TIA	Traffic Impact Analysis
ODOT	Oregon Department of Transportation		TSP	Transportation System Plan
PIP	Public Involvement Plan		TSMO	Transportation System Management and Operations
PM	Consultant's Project Manager		TPAU	ODOT Transportation Planning Analysis Unit
PMT	Project Management Team		TPR	Transportation Planning Rule
RTSP	Rural Transportation System Plan		T&M	Time and Materials
			UGB	Urban Growth Boundary

B. STANDARDS and GENERAL REQUIREMENTS

1. Standards (The latest edition of the following standards shall apply to this contract):

- Oregon Analysis Procedure Manual
- Oregon Transportation Planning Rules
- Transportation Research Board's Highway Capacity Manual
- Oregon Transportation Planning Rule

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 Agency.
- 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 Agency.

Consultant's software shall produce deliverables that are fully compatible, readable and useable by Agency 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).
- Agency 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 Agency, 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 Agency policies and procedures for the Services under the Contract.

C. **REVIEW, COMMENT and SCHEDULE OVERVIEW**

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

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 Agency'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. Agency'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 Agency be responsible or liable for any damages to Consultant as the result of such non-cooperation by other entities. Agency'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

Consultant shall provide management and coordination of Services under this SOW for delivery of Tasks and Deliverables according to the agreed upon delivery schedule. The budget is based on an estimated project duration of 24 months.

Task 1.1 Administration and Record Keeping

Consultant shall:

Prepare a Project study schedule using the Critical Path Method. The Project schedule must include but is not limited to: all major authorized tasks as agreed upon by the Parties, Project development team meetings, and milestones (type and date) specified in this SOW and required to complete all Services under this contract. Updates to the Project schedule shall be made during the Project if milestone dates are modified. For budgeting purposes, it is assumed that up to 2 Project schedule updates will be necessary.

Prepare invoices and progress reports according to the Invoice Requirements set forth in Exhibit B Compensation, Section D - Invoices. Each progress report must:

- Include a summary of previous period's activities and the planned activities for the upcoming period;
- Identify percentage completed of each Task/Deliverable;
- Reconcile the budget with the actual amount billed to date;
- Identify unresolved issues and concerns that may affect the SOW, schedule and/or budget for Services.

For budgeting purposes, it is assumed that up to 24 progress reports will be necessary.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Project Study Schedule submitted within 3 weeks of Notice to Proceed (NTP). Submit electronically (MS Project and .pdf) to the County's Project Manager (APM).
- Updated Project Study Schedule, as necessary, via timeline agreed to by APM. Submit electronically (MS Project and .pdf) to the APM.
- Progress reports and invoices submitted electronically to APM no later than the 10th calendar day of the month following the reporting period.

Task 1.2 Project Coordination

For the purposes of this task, County will establish a Project Management Team (PMT) and a Technical Advisory Committee (TAC).

Consultant shall:

- Coordinate with the APM as the main point of contact for coordination and management of Consultant Services under the Contract.
- Contact other County staff, members of the PMT and members of the TAC as necessary throughout the Contract, to gather any additional information needed for the Project, including applicable regulations and guidance.
- Provide overall management, direction, and coordination of staff (including sub-consultants) to include any necessary internal Consultant staff meetings.

Consultant Deliverables and Schedule:

Consultant shall provide:

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

Task 1.3 Project Meetings

The Consultant shall organize and lead the following Project meetings.

1.3.1 Project Kickoff Meeting

The purpose of the Project kickoff meeting is to review Project issues such as SOW; work products and deliverables; schedules; budgets; guidance documents and standards; and quality control. Consultant shall schedule Project kickoff meeting within 3 weeks of Notice to Proceed (NTP). Consultant shall prepare draft meeting minutes for review. It is assumed that the kick-off meeting will be held in person. For budgeting purposes, it is assumed that up to 4 Consultant staff shall attend the 2-hour Project kickoff meeting.

1.3.2 Project Management Team (PMT) Meetings

Consultant shall organize, conduct, prepare for, and attend up to 24 Project Management Team (PMT) Meetings. It is assumed that the PMT meetings will be held virtually, but that any in-person PMT meeting will be held at Marion County Public Works. For budgeting purposes, assume that 6 in-person meetings will occur and that up to two (2) Consultant staff shall attend each in-person 1-hour PMT meeting. Consultant shall prepare the meeting agenda with input from the Agency. Consultant shall prepare draft and final meeting minutes to be distributed to members of the PMT.

Consultant Deliverables and Schedule for Tasks 1.3.1 and 1.3.2:

For each meeting, Consultant shall provide:

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

1.3.3 Technical Advisory Committee (TAC) Meetings

Consultant shall organize, conduct, prepare for, and attend up to four (4) Technical Advisory Committee (TAC) Meetings. It is assumed that the TAC meetings will be held virtually. For budgeting purposes, assume that up to two (2) Consultant staff shall attend each in-person 1-hour TAC meeting.

TAC Roster

County shall establish and prepare the TAC roster, inviting the following members.

- County Planner(s)
- County transportation engineer(s)
- County Health Department representative
- Public safety representative from County Sheriff and Emergency Operations Center
- Mid-Willamette Valley Council of Governments representative
- Oregon Department of Land Conservation and Development - Regional Representative
- ODOT Regional planner/APM
- Cherriots Transit Service representative

Consultant Deliverables and Schedule for Tasks 1.3.3:

For each meeting, Consultant shall provide:

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

TASK 2: PUBLIC INVOLVEMENT AND OUTREACH

Objective: Distribute Project information to citizens, solicit input, seek out and facilitate the involvement of those potentially affected, including federal Title VI communities.

2.1 Stakeholder Meetings

County shall arrange and Consultant shall conduct up to three (3) stakeholder meetings. All in-person meetings will be held at Marion County Public Works. It is assumed meetings will be 2-hours in duration and that three stakeholder meetings will be held in person. For budgeting purposes, it is assumed that up to 2 Consultant staff shall attend the stakeholder meetings.

2.2 Stakeholder Roster

County shall establish and prepare the stakeholder roster, inviting the following members.

- County Board of Commissioners
- City public works/engineering representatives
- City planners
- Mid-Willamette Valley Council of Governments representative
- Oregon Department of Land Conservation and Development - Regional representative
- ODOT Regional planner/APM
- ODOT Area Manager
- ODOT Active Transportation Planner
- ODOT Traffic Operations Engineer
- ODOT Regional Transit Coordinator
- ODOT District Manager
- ODOT Transportation Planning and Analysis Unit (TPAU)
- Cherriots Transit Service representative
- Tribal representative
- School Districts
- Farm Bureau representative

Other members may be invited to participate in individual meetings or throughout the Project, including representatives of the following groups/organizations.

- Bicycle and pedestrian advocates
- Transportation disadvantaged
- Local freight industry (carriers/shippers)
- Chamber of Commerce
- Travel Oregon
- Economic Development Dept.
- Railway
- Airport

- County Parks and Recreation
- Local college(s)

Consultant Deliverables and Schedule for Task 2.1:

For each meeting, Consultant shall provide:

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

Task 2.3 Public Involvement Plan (PIP) (Technical Memorandum #1)

Consultant shall prepare a Public Involvement Plan (PIP), with input from the Agency for the Project's Planning Phase. The PIP must include interested parties and community input into Project study concepts and access considerations and incorporate this input into Project planning. Consultant shall coordinate this PIP with the technical elements of the Project, to meet regulatory requirements and to address identified Project issues. The PIP must include a preliminary list of potential stakeholders (by group or category only) for Agency review.

Consultant shall develop a Public Involvement Plan (PIP) that includes, but is not limited to the following:

- Plan outlines to develop and implement public involvement for the life of the Project to engage the local residents and business owners,
- Strategies for stakeholder contact,
- Methods for community input,
- List of clarified roles and responsibilities of PMT members, and
- Format for up to two (2) Open Houses (in person with concurrent online open houses) to be held at Marion County Public Works

Consultant shall:

- Lead presentations and discussions with the PMT.
- Prepare and distribute meeting agendas and summaries to the PMT.

Consultant Deliverables and Schedule for Task 2.3:

Consultant shall compile work of this Task into Technical Memorandum #1.

- Provide a draft of the Technical Memorandum (in Word format) to the APM per the approved schedule developed in Task 1.1.
- Provide a refined draft of the Technical Memorandum (in Word format) to the APM within 10 business days of receiving initial comments from PMT. Provide a Final Technical Memorandum (in Word and .pdf format) to the APM within 10 business days from receiving final comments from the PMT.

Task 2.4 Project Website

Consultant shall develop and maintain the Project Website during the duration of the Project contract (or up to 3 years). County GIS Department shall coordinate with the Public Works Department and Agency to link the Project Website with the County website. The Consultant shall: develop, register, host, provide content and controls as required by the County..

The Project Website must include, at a minimum: Draft and Revised Technical Memos; all maps and graphics developed for this Project and meeting information (times, locations, agendas, summaries,

and materials). Consultant shall provide materials in electronic format at the County's request for posting on the website.

The Project Website must include an interactive online mapping tool element that allows anyone with internet access to provide public input and to pinpoint issues, ideas and comments directly on a map of the County. Consultant shall develop the online mapping tool. Project Website updates must occur as new materials become available.

Consultant Deliverables and Schedule for Task 2.4:

Consultant shall provide:

- Project Website that is maintained for the duration of the project, to be made live and accessible to the public within four (4) weeks of the kick-off meeting and remain active for the duration of the Project contract (or up to 3 years).

2.5 Meeting Mailers

Consultant shall prepare Meeting Mailer information sheets to identify work performed to date, work to be done, upcoming meetings, public website links, and points of contact in advance of the two Open Houses. The information sheets must be a single-page (or two-page double-sided) sheet provided to County for distribution to the public. Consultant shall post information on the Project Website, and County shall provide information to partner (e.g., ODOT) for use on their website. County shall email or mail Meeting Mailers to the public and be responsible for any social media posts or other electronic distribution outside the Project Website.

Consultant Deliverables and Schedule for Task 2.5.

Consultant shall provide:

- Two (2) Meeting Mailer information sheets for use in mailings, social media posts, or other electronic distribution.
- Meeting Mailers to be provided in Spanish and in Russian.

2.6 Virtual Open Houses

Consultant shall conduct two Virtual Open Houses summarizing Project. The consultant shall prepare virtual presentation materials and provide an on-line option to provide feedback on the materials presented.

Virtual Public Open House #1

The purpose of Public Open House #1 is to provide an overview of the Project, and gather feedback from the public on transportation needs, opportunities and priorities.

Virtual Public Open House #2

The purpose of Public Open House #2 is to provide an opportunity for public review of solutions, projects and policies prior to finalizing the TSP and project list.

Consultant Deliverables and Schedule for Task 2.6.

- Consultant shall develop up to two online virtual Open Houses that can be viewed online during the open timeline set by the agency. Consultant shall prepare up to ten display boards/graphics and a virtual presentation (approximately 15 to 20 on-line slides to help guide the user through the materials). Virtual open house shall include an online forum allowing the public to provide comments on the virtual materials. Consultant shall summarize input provided online in the applicable technical memorandums. Consultant shall incorporate virtual Open Houses into Project Website.

- Consultant will prepare two Mapping Applications for use during Open Houses.
- For both Virtual Public Open Houses, Consultant shall:
 - Work cooperatively with the PMT to plan and conduct up to two (2) Virtual Open Houses.
 - Prepare online display boards/graphics.
 - Prepare digital presentation (e.g., PowerPoint. Adobe), including technological resources to display to the public at every Virtual Open House.
 - Summarize the public involvement feedback from every Virtual Open House and provide the completed summary to the PMT.

Task 2.7 Title VI Outreach and Report

Consultant shall incorporate the following Title VI outreach activities as part of the project outreach and community engagement efforts.

Task 2.7.1 Project Website

The Consultant shall develop and maintain, for the duration of the project, a Spanish version, and a Russian version, of the project website. The Spanish and Russian websites will not include translated versions of technical memos or project deliverables. The websites will be accessible via the main project website, will include a description of the project and current project activities, and will include a comment form where community members can submit questions and comments at any time (not limited to open house events).

Task 2.7.2 Public Community Open House Events

For each Open House event, Consultant shall provide one Spanish version and one Russian version of the Meeting Mailer information sheet for use in mailings, social media posts, or other electronic distribution.

For each in-person Open House event, it is assumed that staff will be in attendance to provide real-time translation to any Spanish-speaking, or Russian-speaking attendees.

For each virtual Open House, Consultant shall utilize a virtual meeting platform (such as Zoom) to facilitate a separate room for attendees needing Spanish translation (if requested in advance). It is assumed that staff will attend virtual Open House events to provide real-time translation to any Spanish-speaking attendees.

Task 2.7.3 Title VI Report

Consultant shall prepare a report delineating public outreach focused on underrepresented groups, documenting Project process and outreach activities for all Title VI demographic groups within the study area.

Consultant Deliverables and Schedule for Tasks 2.7.1, 2.7.2 and 2.7.3:

Consultant shall provide:

- A Spanish version and Russian version of the project website that is maintained throughout the duration of the project.
- Two (2) Spanish and Russian advertisement flyers for use in mailings, social media posts, or other electronic distribution.
- Two English, two Russian, and two Spanish Questionnaires, to be shared via hard copy or electronically. Consultant will compile and summarize comments from all returned questionnaires.
- Provide a draft of the Title VI report (in Word format) to the APM per the approved schedule developed in Task 1.1.

- Provide a final Title VI report (in Word format) to the APM within 10 days of receipt of comments from APM and PMT.

TASK 3: PLANS AND POLICY REVIEW

Objective: Assess existing plans, policies, standards, rules, regulations, and other applicable documents as they pertain to development of Updated RTSP.

Consultant shall review and consider the following background and existing documents for their relevance to, and inclusion in, the Project.

Background Documents

- Marion County Code, Zoning Code, Comprehensive Plan
- 2005 Marion County RTSP
- Marion County TIA Standards
- Cordon-Kuebler Corridor Study
- County's current and past budget for transportation
- County's current and historic funding and sources
- Interchange Area Management Plans within Marion County
- Safe Routes to School Engineering Solutions, 2010
- Airport Plans
- Oregon Highway Plan (with 2006 amendments)
- Oregon Public Transportation Plan
- ODOT Transportation System Plan Guidelines
- Cherriots Long-Range Transit Plan
- Oregon Rail Plan
- Oregon Bicycle/Pedestrian Plan
- Statewide Planning Goals, incl Transportation Planning Rule (OAR Chapter 660, Division 12)
- Statewide Transportation Improvement Program
- ODOT Highway Design Manual

Draft 2013 Marion County RTSP

3.1 Tech Memo #1: Plans, Policy, and Funding Review

Consultant shall prepare Draft Tech Memo #1 to provide the baseline of existing plans, policies, standards, rules, regulations, and other applicable documents as they pertain to development of Updated RTSP. Draft Tech Memo #1 is intended to guide later decisions regarding selection of preferred alternatives and necessary amendments to pertinent documents or regulations, or both. Consultant shall identify which documents may be consolidated into the Updated RTSP. Draft Tech Memo #1 must review and summarize the applicability of Background Documents to the Updated RTSP.

Consultant shall submit Draft Tech Memo #1 to APM. County shall submit one set of consolidated, non-conflicting comments to consultant. APM will submit one set of comments to consultant. Once County staff has approved the draft Tech Memo #1, it will be submitted to the TAC for review.

Consultant Deliverables and Schedule for Task 3.1:

Consultant shall document and provide the findings from this Task in Technical Memorandum #1.

- Provide a draft Technical Memorandum (in Word Format) to the APM per the approved schedule developed in Task 1.1 to PMT.

- Provide a refined draft of the Technical Memorandum (in Word format) to the APM and TAC within 10 business days of receiving initial comments from PMT.
- Provide a final Technical Memorandum (in Word and .pdf format) to the APM within 10 business days from receiving final comments from the PMT.

3.2 Tech Memo #2: Goals, Objectives, and Evaluation Criteria

Consultant shall prepare Draft Tech Memo #2 to establish the goals, objectives, and evaluation criteria for later use in setting policy and selecting preferred alternatives. Goals, objectives, and evaluation criteria serve as the basis for the needs analysis, policy and ordinance development, and Project selection. Additionally, these goals, objectives, and evaluation criteria must be structured in a way that informs relevant, strategic, actionable policies in support of Statewide Planning Goal 12 - "to provide and encourage a safe, convenient, and economical transportation system". Draft Tech Memo #2 must, at a minimum, address each of the objectives listed under "Project Objectives" above along with the objectives listed in the 2005 TSP.

Consultant Deliverables and Schedule:

Consultant shall document and provide the findings from this Task in Technical Memorandum #2.

- Provide a draft Technical Memorandum (in Word Format) to the APM, ODOT, TPAU per the approved schedule developed in Task 1.1 to PMT.
- Provide a refined draft of the Technical Memorandum (in Word format) to the APM, ODOT, TPAU, within 10 business days of receiving initial comments from PMT.
- Provide a final Technical Memorandum (in Word and .pdf format) to the APM, ODOT & TPAU within 10 business days from receiving final comments from the PMT.

TASK 4: TRANSPORTATION SYSTEM INVENTORY AND EXISTING CONDITIONS

Objective: Update baseline information in the 2005 RTSP inventory to reflect the current County transportation system.

4.1 Methodology Memorandum

Consultant shall prepare and submit a Methodology Memorandum for existing conditions, future conditions and alternative analysis to Marion County, TPAU and Region 2 Traffic Section. Methodology Memorandum must document topics, methodology, and assumptions consistent with the Sample Methodology Memorandum - https://www.oregon.gov/ODOT/Planning/Documents/APMv2_App2C.pdf - in ODOT's Analysis Procedures Manual. Consultant shall obtain approval of the methodology from TPAU and Region 2 Traffic Section prior to beginning the analysis.

4.2 Tech Memo #3: Existing Conditions Inventory and Analysis

Consultant shall prepare Draft Tech Memo #3, a written and graphic Updated RTSP appendix and executive summary, which will become the Existing Conditions chapter in the RTSP. In preparing Draft Tech Memo #3, Consultant shall complete the following tasks.

4.2.1 Update 2005 System Inventories

Consultant shall update the 2005 RTSP inventory of the existing transportation system within Project Area. Updated inventories must be presented in tabular format and/or maps, with a simple and concise accompanying narrative unless as otherwise noted below.

This information may be obtained from the 2005 RTSP, Comprehensive Plan and other sources.

Coordination between Consultant, County, and ODOT is vital to ensure a comprehensive inventory. Data to be displayed must consist only of the most recently available data provided by the Cities, County or ODOT GIS data provided to consultant in a ready-to-use format for all of the items outlined below.

Inventory must include the following elements, as available.

A. Lands and Population Inventory

Consultant shall update the available lands and population inventory to identify existing, planned, potential land uses, and environmental constraints to development. The inventory must be based on data assembled by County that could include the following.

1. in-process, developed, undeveloped, under-developed, and undevelopable lands
2. zoning, both current and planned
3. natural resources and environmental barriers
4. activity centers that are likely destinations for bicyclists and pedestrians, such as schools, parks, commercial centers, and neighborhood centers
5. location of minority and transportation-disadvantaged populations
6. historic and Projected population growth patterns
7. identification of potentially under-served populations

B. Traffic Volumes

Consultant shall collect new data or compile data from existing County and ODOT traffic counting sources (as documented below), pertaining to the Project Area as identified in the list below, within eight weeks of the Notice to Proceed, unless winter weather requires an extension. ODOT will provide tube counts and intersections counts on ODOT highways. County will provide tube counts on county roads and any available turning movement counts for county intersections. Consultant shall collect turning movement counts at all other intersections.

The Consultant will collect/compile 2-hour turning movement counts (classification, 4-6 PM, 15 min intervals) at up to thirty-five (35) intersections. The 35 intersections will be identified by County staff once the project is authorized to order the traffic counts. It is assumed that historical counts can be used at up to 5 additional intersections for a total of 40 intersections as identified in Task 4.2.2.A.

The County will provide tube classification counts for up to 30 locations.

C. Road System Inventory

County shall update the inventory of existing road system characteristics in Marion County to establish a baseline for comparison with future needs. The inventory will be based on GIS data, as available, provided by ODOT and County. Where GIS data is not available or applicable, data will be provided in an Excel database. Road system inventory must include the following items.

1. facility functional classifications for state and local roads
2. jurisdictional responsibility for state and local roads
3. state highway log data
4. geometry for Project Area intersections (Consultant shall assemble)
5. number and widths of lanes and shoulders(Consultant shall assemble)
6. signal locations (Consultant shall assemble)
7. posted speed limits
8. pavement types and conditions
9. bike and pedestrian accommodations
10. park and ride locations
11. right of way widths
12. ITS facilities
13. culverts
14. intermodal connections and facilities

15. national, state, regional, and local freight and motor carrier routes
16. national highway system facilities
17. Americans with Disabilities Act accessible public sidewalk impediments (i.e. driveway aprons, public sidewalks)
18. Critical lifeline routes for bypassing highways during emergency conditions

D. Public Transportation Inventory

Consultant shall update the inventory of public transportation, including the following items.

1. Routes and circulation
2. Location of bus stops, shelters and stations
3. Frequency and span of service
4. Ridership levels by route and stops
5. Connectivity with other transit facilities and services
6. Paratransit demand, accessibility, and community need

E. Rail Inventory

Consultant shall update the inventory of the rail system, including the following items

1. type of service (passenger or freight)
2. owner/operator of rail line
3. location of rail lines, terminals and passenger stations
4. proximity to the highway
5. classification of the lines
6. crossings and associated problems
7. potential for rail banking, trail use, or public use

F. Bicycle/Pedestrian Inventory

County shall update the inventory of bicycle and pedestrian system characteristics to provide a comprehensive portrait of multi-modal infrastructure and overall interconnectedness between these modes. The bicycle and pedestrian facility inventory (e.g., trails, paths, sidewalks, crossings, curb ramps) will be based on data provided by County and ODOT in GIS format, including but not limited to the following items.

1. Locations
2. geometry
3. conditions
4. use (functional/recreational)
5. potential for connecting with other facilities identified in city TSPs
6. consistency of facilities with state/regional standards
7. location in relation to major bicycle/pedestrian generators

G. Air Service Inventory

Consultant with the assistance of the County, ODOT, the Oregon Department of Aviation, shall update data on the airports, airstrips, and heliports, including the following items.

1. location
2. runway dimensions
3. runway surface type
4. number of based aircraft
5. public/private status

H. Water Transportation Inventory

Consultant with the assistance of the County, shall update data on the county's two ferries, the Wheatland Ferry and the Buena Vista Ferry, including the following items.

1. location,
2. operation hours

I. Funding Inventory

County to provide Consultant currently available funding, including but not limited to the following items.

1. transportation revenues received from state and federal sources
2. local transportation revenues
3. System Development Charges (SDCs) and other revenue from development

County shall provide Consultant with a spreadsheet with a ten-year history of all existing revenue streams in a spreadsheet with a ten-year history of trends. County shall compile the funding inventory in electronic Microsoft Word, Excel, or GIS files.

Consultant Deliverables and Schedule for Task 4.2:

County will provide inventory data to the consultant. Consultant shall document and provide the findings from this Task in Technical Memorandum #3.

- Provide a draft Technical Memorandum (in Word Format) to the APM, ODOT, TPAU per the approved schedule developed in Task 1.1 to PMT.
- Provide a refined draft of the Technical Memorandum (in Word format) to the APM, ODOT, TPAU, within 10 business days of receiving initial comments from PMT.
- Provide a final Technical Memorandum (in Word and .pdf format) to the APM, ODOT & TPAU within 10 business days from receiving final comments from the PMT.

4.2.2 Existing System Conditions Analysis

Consultant shall analyze current conditions and identify deficiencies of the transportation system based on policies, standards, goals and objectives developed in Tech Memos #1 and #2 and consistent with the agreed upon methods in with the approved Methodology Memorandum. Analysis must include the following.

A. Intersection Operations Analysis

Consultant shall perform traffic analysis of County's transportation system and identify existing deficiencies at the 40 intersections identified by County staff as discussed in Task 4.2. Operational analysis, regardless of jurisdiction, must include the following items.

- Volume-to-capacity ratio
- Level-of-service
- Delay
- Consultant to look at 5 locations for intersections that don't meet operating standards.

All analyses must focus on evening commute period conditions unless otherwise discussed and agreed with Consultant, County, and ODOT.

B. Non-Automobile Transportation Analysis and Multimodal Opportunity GIS Maps

Consultant shall perform analysis of primary non-motorized transportation routes (collector and arterial roadways only) and identify deficiencies based on available GIS data and online mapping. Bike Level Stress Analysis must comply with ODOT's Analysis Procedures Manual, and use the rural roadway application dependent on ADT and shoulder width. Analysis must include the following items.

- Availability of sidewalks and bicycle lanes/facilities (i.e. shoulders)
- General condition of existing sidewalks and bicycle lanes, as available in GIS or provided by County or ODOT
- Gaps in primary routes
- Bicycle Level of Traffic Stress for the 30 study segments (where tube counts are provided)
- High Risk Crossing Locations

Based on this information, the Consultant shall develop Bicycle/Pedestrian Facility and Multimodal Opportunity GIS Maps. Special emphasis must be placed on the following items.

- Identification of bicycle and pedestrian facility co-location
- Gaps in connectivity
- Bicycle Level of Traffic Stress
- Inter-city connectivity
- Bicycle and pedestrian facilities
- Potential changes to cross-sections on streets with excess capacity and underutilized parking
- Potential opportunity sites that support a better integrated multi-modal network.
- Comment on the future use of mini/personal EVs

Bicycle/Pedestrian Facility and Multimodal Opportunity GIS Map must be easily portable to Project Website.

C. Crash Analysis

Consultant shall refer to the Marion County Transportation Action Plan for crash data analysis.

D. Bridge Conditions Analysis

County and ODOT shall provide a generalized summary analysis of publicly-owned bridge conditions for each entity, using the ODOT Bridge Management System. This is intended to integrate prior bridge analyses, conditions assessments, and current inventory to provide a prioritized list of bridge maintenance or improvement needs. The summary includes tables with prioritized Projects and planning-level Project cost estimates.

Consultant Deliverables and Schedule for Task 4.2.2:

Consultant shall document and provide the findings from this Task in Technical Memorandum #3.

- Provide a draft Technical Memorandum summarizing the traffic operations analysis (in Word format) with a map summarizing analysis results to the APM per the approved schedule developed in Task 1.1.
- Provide a refined draft of the Technical Memorandum (in Word format) to the APM within 10 business days of receiving initial comments from the PMT.
- Provide the final Technical Memorandum (in Word and .pdf format) to the APM within 10 business days from receiving final comments from the PMT.

Task 5: Future Systems Conditions

Objective: Project future population growth and traffic volumes to determine the anticipated demand for travel on each road to identify locations of deficiencies.

5.1 Tech Memo #4: Future System Conditions

Future Transportation Volume Development

Consultant shall develop 20-year growth factors from available historical traffic volumes using a Level 1 trending forecast to predict future traffic volumes. For state highways, the Future Volume Tables available on TPAU's website must be used. For County facilities, since many low volume district-level state highways have function similarly to County facilities, the Future Volume Tables can be used, unless County has sufficient historical traffic data. Consultant shall calculate the annual traffic growth factors for the collector and arterial roadways where turning movement or tube counts are collected, as summarized in section 4.2.1.B of the SOW, below. Consultant shall confirm the growth factors used with County and ODOT prior to conducting future conditions analysis.

Consultant shall prepare an assessment of land use and transportation future conditions in the Project Area under a "no-build" scenario. This will include using the methodology identified in section 4.1. In preparing the "no-build" scenario, Consultant shall rely only on planned transportation improvements

that have an identified and committed funding source (i.e., are in the Statewide Transportation Improvement Program).

The future systems analysis must include the following elements and must be consistent with the agreed upon methods in with the approved Methodology Memorandum.

A. Population and Employment Forecasts

Consistent with OAR 660-012-0030, Consultant shall compile current population figures and work with County and appropriate State agencies to develop future population and employment estimates for 20 years. Forecasts must be consistent with a final population forecast issued under OAR Chapter 660, Division 32.

B. No-Build Scenario

Consultant shall analyze future conditions under a no-build scenario for automobile transportation. Analysis must include the forty (40) study intersections (see 4.2.1.B in SOW).

C. Future Deficiencies

Consultant shall identify projected future transportation system deficiencies. Deficiencies must include both the failure to meet measurable standards identified in Tech Memo #1, and the failure to satisfy the goals, objectives, and evaluation criteria identified in Tech Memo #2.

Consultant shall clearly describe the deficiency and whether it is a near-term or long-term need.

D. Underserved Populations

Consultant shall identify where proposed improvements are in relation to underserved populations.

Consultant shall prepare maps and other graphics as needed to support Tech Memo #4.

Consultant Deliverables and Schedule for Tasks 5.1

Consultant shall document and provide the findings from these Tasks in Technical Memorandum #4.

- Provide Population and Employment Forecast findings to APM per the approved schedule developed in Task 1.1.
- Provide draft findings of Future No Build Conditions Analysis to APM per the approved schedule developed in Task 1.1.
- Provide draft findings of Future Deficiencies Analysis to APM per the approved schedule developed in Task 1.1.
- Provide draft findings of Underserved Populations Analysis to APM per the approved schedule developed in Task 1.1.
- Provide a draft of the Technical Memorandum (in Word format) to the APM per the approved schedule developed in Task 1.1.
- Provide a refined draft of the Technical Memorandum (in Word format) to the APM within 10 days from receiving initial comments from PMT.
- Provide the final Technical Memorandum (in Word and .pdf format) to the APM within 10 days from receiving final comments from PMT.

Task 6: Development and Analysis of Solutions

Objectives: To develop potential solutions to the deficiencies and needs identified previously; and to develop dependable information upon which County may make future transportation decisions.

6.1 Tech Memo #5: Solutions Analysis and Funding Program

Consultant shall prepare Draft Tech Memo #5 identifying a package of solutions that address the identified deficiencies and needs. Solutions must address the standards, goals and objectives identified in previous Tech Memos.

Consultant shall provide an evaluation matrix for the solutions, utilizing the evaluation criteria identified in Tech Memo #2. For road improvements, the evaluation matrix must include volume-to-capacity, level-of-service, potential safety benefits, and cost. Consultant shall use traffic analysis software programs that follow Highway Capacity Manual 6th Edition procedures; evaluation must be consistent with ODOT's Analysis Procedure Manual.

Consultant shall estimate conceptual construction costs for projects and programs considered as part of the Solutions Analysis. Cost estimates must be planning-level cost estimates, based on year 2023 dollars, and referenced to appropriate escalation factors.

Tech Memo #5 must include the following elements.

A. Identification of Auto-Related Solutions

Consultant shall prepare proposed solutions for automotive system issues identified in Tech Memo #3. Consultant shall make a list of recommended changes to street classifications, with supporting rationale.

B. Freight Infrastructure to Support Industrial Development

Consultant shall recommend facilities, treatments, and enhancements to support intermodal freight infrastructure, improve interactions with non-freight roadway users, and secure overall freight system connectivity as industrial properties develop. Recommendations must address freight delivery needs in downtown areas and how freight moves through communities.

Consultant shall recommend freight route improvements (including rail) to the existing transportation system and future freight route improvements to accommodate future land use and transportation system changes.

C. Transportation System Management and Operations (TSMO)

Consultant shall recommend policies and projects to improve transportation system management and operations (TSMO) within the County. Policies are expected to address events significant to rural roadway networks, such as work zones, traffic incidents, and traveler information. Evaluation of TSMO projects and policies must include strategies outlined in ODOT Analysis Procedure Manual Chapter 18: Transportation System Management & Operations, including but not limited to signalization, incident management, access management, road weather operations, and ITS (e.g., VMS, VSL, transit/freight signal priority, EMS preemption, connected vehicle applications, traveler information). Evaluation and recommendation of TSMO projects should include description and recommendations of necessary supporting infrastructure and data (vehicle volume, speeds, TTR measures, communication systems, etc.).

D. Bicycle and Pedestrian Connectivity

Consultant shall recommend connectivity improvements to County's existing bicycle and pedestrian routes. Consultant shall recommend future bicycle and pedestrian route extensions into and beyond the Project Area to secure a navigable transportation system and provide the ability to reach desired goods, services, activities and destinations.

Consultant shall incorporate the existing multi-use trails system and park trail system plans into the planned system and provide recommendations to improve connectivity to the existing multiuse trails system and identify potential future connectivity to multiuse trail system locations within the Project Area.

E. Public Transportation

Consultant shall recommend connectivity and accessibility improvements to County's existing transit routes and facilities. Consultant may recommend future route extensions into and beyond the Project Area.

F. Multimodal Route Connectivity

Consultant shall recommend multimodal connectivity improvements between County's existing bicycle and pedestrian routes, as well as any existing or planned transit facilities. Consultant shall recommend future bicycle, pedestrian, and transit route changes within and beyond the Project Area in a way that supports multimodal connectivity.

G. Safe Routes to Schools

Consultant shall identify potential updates as consistent with the 2010 Engineering Solutions SRTS Plan, that would improve student safety when walking or biking to school. Consultant shall document these identified alternatives, enhancements, and treatments in a format that can be integrated by County into pedestrian and bicycle plans and shall be crafted to address the needs of future "Safe Routes to Schools" programs.

H. Funding Programs

Consultant shall prepare a comprehensive list of funding options for consideration by County. The funding options section must include a summary of historic and existing County transportation funding sources (as summarized in Tech Memo #3) and obtain projected transportation funding/revenue from County. Funding options must include all funding sources available to County in a matrix form, and a brief narrative explaining each option.

I. Proportionate Share Standards

Consultant shall prepare Proportionate Share Standards to County for review and suggestions.

Consultant shall prepare maps and other graphics as needed to support Tech Memo #5.

Consultant Deliverables and Schedule for Task 6.1:

Consultant shall document and provide the findings from this Task in Technical Memorandum #5.

- Provide a draft Technical Memorandum (in Word Format) to the APM, ODOT, and TPAU per the approved schedule developed in Task 1.1.
- Provide a refined draft of the Technical Memorandum (in Word format) to the APM within 10 business days of receiving initial comments from PMT.
- Provide a final Technical Memorandum (in Word and .pdf format) to the APM within 10 business days from receiving final comments from the PMT.

Task 7: Identification of Preferred and Cost-Constrained Alternatives

Objective: To identify preferred and cost-constrained solutions.

7.1 Tech Memo #6: Preferred Plan

Consultant shall prepare Draft Tech Memo #6, identifying preferred and cost-constrained alternatives. Draft Tech Memo #6 must include the following elements.

A. Selection of Preferred Solutions

Preferred Solutions will include a summary for projects previously identified in the RTSP, Cordon-Kuebler Corridor Study, local projects in IAMPs, Transportation Safety Action Plans, intersection evaluations, and Safe Routes to School Plans for County facilities. Consistent with the *ODOT Transportation System Plan Guidelines*, Consultant shall identify a preferred solution for each deficiency or need and, if different, a cost-constrained alternative taking into account the Future Transportation Funding Plan (Task 7.1.B, below), for each deficiency or need.

In addition to those elements required by the TPR, identification of solutions must include the following elements.

- A prioritized list of projects for walking, bicycling, transit, and motorized vehicles

- Projects necessary to reduce transportation barriers to key development and redevelopment
- Identification of “Safe Routes to Schools” improvements
- Planning-level cost estimates referenced to an appropriate escalation factor for updates

B. Future Transportation Funding Plan

Consultant shall prepare a future transportation funding plan based on the current and historic transportation funding information in Tech Memo #3 and consistent with the *Transportation System Plan Guidelines*. The funding plan will include a summary that identifies total costs for projects previously identified in the RTSP, Cordon-Kuebler Corridor Study, local projects in IAMPs, Transportation Safety Action Plans, intersection evaluations, and Safe Routes to School Plans for County facilities outside the City UGBs to complete a comprehensive funding package for County roads.

Consultant shall prepare maps showing priority project locations and other graphics as needed to support Draft Tech Memo #6.

Consultant Deliverables and Schedule for Task 7.1:

Consultant shall document and provide the findings from this Task in Technical Memorandum #6.

- Provide a draft Technical Memorandum (in Word Format) to the APM per the approved schedule developed in Task 1.1.
- Provide a refined draft of the Technical Memorandum (in Word format) to the APM within 10 business days of receiving initial comments from PMT.
- Provide a final Technical Memorandum (in Word and .pdf format) to the APM within 10 business days from receiving final comments from the PMT.

Task 8: Updated RTSP, Implementing Ordinances, and Findings

Objective: To prepare a Draft Updated RTSP, Implementing Ordinances, and Findings for consideration by County staff and County officials.

8.1 Updated Marion County RTSP

Consultant shall prepare a Draft Updated RTSP incorporating earlier Tech Memos #1-#6 and the additional comments received.

The Updated RTSP must include the following items.

1. Maps showing each updated future network: motor vehicle; bicycle; pedestrian; transit; rail; freight & airport; along with a comprehensive map showing all networks
2. Prioritized list of multimodal projects with escalation factor estimates
3. Project summary prospectus sheets, including project costs, location map, and cross-section for up to 25 projects

The Updated RTSP must summarize the following items (in either the report body or appendix).

1. Transportation System Summary
 - Overview of key projects and programs
2. Transportation Goals, Plans, and Policies
 - Summary of Plans and Policy Review, Goals and Objectives, and recommended policy outcomes
3. Existing Conditions Inventory and Analysis
 - Lands and population inventory
 - Transportation system inventory
 - High level overview of existing conditions traffic operations and safety analysis summary (Consultant shall include more detailed analysis in the appendix)
4. Future Conditions Analysis (No-Build Scenario)

- Future year growth scenario for horizon year 2045
 - Future transportation deficiencies
 - High level overview of future conditions analysis (Consultant shall include more detailed analysis in the appendix)
5. Future Conditions Solutions Analysis and Preference Selections
- Solutions and policies identified and prioritized based on identified deficiencies and needs, including planning-level cost estimates for the following modes
 - a. Motorized vehicles
 - b. Pedestrians
 - c. Bicycles
 - d. Transit
 - e. Freight
 - Summary of recommended TSMO policies
 - Summary of projected transportation funding plan
6. Plan Implementation and Recommendations for Ordinance Amendments

Consultant shall prepare necessary maps and other graphics to support Updated RTSP.

8.2 Implementing Ordinances and Findings

Consultant shall prepare Implementing Ordinances for implementing the Updated RTSP and its policies. Implementing Ordinances must identify proportionate share determination and calculations and develop language to incorporate into County Code.

Consultant Deliverables and Schedule for Task 8.2:

Consultant shall provide:

- Provide a draft of the Updated RTSP (in Word format) to the PMT per the approved schedule developed in Task 1.1.
- Provide a draft of the Implementing Ordinances and Findings (in Word format) to the PMT per the approved schedule developed in Task 1.1.
- Provide a refined draft of the Updated RTSP (in Word format) to the PMT within 10 days following receipt of initial comments from the PMT.
- Provide a final Draft Adoption version of the Updated RTSP, Draft Adoption Implementing Ordinances (in Word and .pdf format) to the APM within 15 days after receiving final comments from PMT.

Task 9: Adoption

Objective: To adopt Updated RTSP and associated Implementing Ordinances

9.1 Work Session with Marion County Board of Commissioners

Prior to the Board of Commissioners Hearing, the Consultant shall prepare a presentation and facilitate a work session with the Board of Commissioners.

9.2 Marion County Board of Commissioners Hearing

County shall arrange and conduct a Marion County Board of Commissioners Hearing for presentation of Adoption Draft Updated RTSP, Adoption Draft Implementing Ordinances, and Final Findings for approval and adoption. Consultant shall attend to present documents and answer questions.

9.3 Final Updated RTSP and Final Implementing Ordinances

Consultant shall revise Final Updated RTSP and Final Implementing Ordinances to reflect County Board of Commissioners actions. Consultant shall submit one bound "hard" copy and one electronic copy of the Final Updated RTSP and Final Implementing Ordinances to County, Department of Land Conservation and Development and ODOT. Electronic copies must be provided both in .pdf and a modifiable format (e.g. MS Word).

Consultant shall post the Final Updated RTSP on the Project Website and prepare a web-ready version for the County to post on its website.

Consultant Deliverables and Schedule:

Consultant shall:

- Provide a draft of the Updated RTSP (in Word format) to the PMT per the approved schedule developed in Task 1.1.
- Provide a draft of the Implementing Ordinances and Findings (in Word format) to the PMT per the approved schedule developed in Task 1.1.
- Attend Marion County Board of Commissioners Work Session
- Attend Marion County Board of Commissioners Hearing
- Provide a refined draft of the Updated RTSP (in Word format) to the PMT within 10 days following receipt of initial comments from the PMT.
- Provide a final Draft Adoption version of the Updated RTSP, Draft Adoption Implementing Ordinances (in Word and .pdf format) to the APM within 15 days after receiving final comments from PMT.

F. CONTINGENCY TASKS - RESERVED

EXHIBIT B - COMPENSATION

Definitions:

FCCM - Facilities Capital Cost of Money

NBR - Negotiated Billing Rates. NBRs are fully loaded billing rates 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 Agency's satisfaction without additional compensation.

The amount payable under the Contract may be adjusted by Agency or renegotiated to:

- Reduce the NTE, Fixed-Price or Fixed-Fee amount associated with Tasks/Deliverables that were not authorized by Agency 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.}

Time and Materials with Not-To-Exceed (T&M)

Agency 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.
- **ODCs** (without mark-up) - Approved travel costs (up to the rates allowed 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 Agency notifies Consultant otherwise in writing) - the hourly labor rates and ODCs (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: \$ 279,999.95

B. PAYMENT OPTIONS

Payments will occur only after Agency has determined that Consultant has completed, and Agency has accepted, the required Services (including defined deliverables) for which payment is sought via a properly submitted and correct invoice.

Progress Payments for Acceptable Progress. Agency 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 Agency's responsibilities and is related to official Agency 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/Financial/Acctng/Documents/40.10.00.pdf> .
- Mileage - For compensation based on Time and Materials (or Fixed Price or Price Per Unit when travel reimbursement is approved and mileage is compensated separately), all mileage approved by Agency will be reimbursed according to the rates set forth by the State Controller at <https://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf> that are in effect on the date when the travel occurs.
- For compensation based on Time and Materials, Consultant shall submit receipts for travel-related expenses billed to Agency, 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 Agency (and with supporting documentation to substantiate charges on the invoice, including a detailed line-item breakdown of labor and ODCs 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 Agency's Contract number
- The Agency's Project number
- The Agency project manager's name
- Remit address
- Notice to Proceed Date
- 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 APM [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 ODCs 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.
- Agency will reimburse Consultant for approved travel expenses incurred in accordance with **Exhibit B**, Section C of the Contract, if Agency has agreed to reimburse Consultant for travel expenses. For travel expense claims include receipts for lodging; rental cars, airfare.

Agency 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 Agency within 5 business days of Agency’s request. Agency will not make payment to Consultant under the applicable invoice until Agency has received all requested supporting documentation from Consultant and Agency has approved the invoiced amounts. Any overdue payments to Consultant by Agency 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. Agency 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 Agency’s satisfaction. If Agency, using reasonable discretion, determines that the Services or associated deliverables, or both, are unacceptable, Agency 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 Agency outlining how the deficiency shall be corrected. Consultant shall correct any deficiencies in the Services and Deliverables to Agency’s satisfaction without further compensation. Agency will not unreasonably withhold payment.

G. WITHHOLDING/RETAINAGE

Agency 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 Agency under the Contract. Agency will make final payment of any balance due to Consultant promptly upon verification of completion and acceptance of all Services by Agency and will pay interest as required on retainage.

H. PAYMENT REDUCTION

Agency, or its duly authorized agents, may audit Consultant's fiscal records, including certified payroll and overhead records at any time. If Agency finds previously undisclosed inaccurate or improper costs have been invoiced and paid, Agency will notify Consultant and seek clarification. Agency, 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 T&M, Consultant shall invoice Agency 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 Agency project shall charge only for actual productive time spent directly on the Project identified in the Contract.

Agency 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 Agency 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 Agency contracts and subcontracts may not be discriminatory against the Agency. It is discriminatory against the Agency if employee (or owner/sole proprietor) compensation (in whatever form or name) is in excess of that being paid for similar non-Agency 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 Agency 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

Agency 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 ODCs.
- 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. BILLING RATE SCHEDULES

Consultant shall cause all of its subconsultants to submit electronically to Agency the applicable rate schedules described below.

Negotiated Billing Rate Schedule -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 for Consultant and its approved subconsultants/subcontractors are not physically attached but are on file electronically with Agency. The approved rate schedules are incorporated herein by reference and shall apply for cost estimating and invoicing purposes with the same force and effect as though fully set forth herein. Consultant may obtain copies of currently approved rate schedules on file with Agency by emailing a request to Agency's Contract Administrator for this Contract.

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 Agency. Requests for rate revisions will not be considered prior to 12 months after Contract execution. 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 Agency 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 ODCs; 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 ODCs. Agency 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 ODCs 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.

Notes:

- Vendors for flagging services, testing services or other items that are not personal services are treated as ODCs. The breakdown of costs for ODCs is entered on Expense sheets for prime and subs, with the total expense for each subtask entered on BOC sheet.
- No mark-up is permitted on subconsultants or ODCs.

The final BOC, dated 10/11/2023, 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 Agency** **Not required by Agency.**
 - **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** **\$2,000,000** **\$4,000,000** **\$10,000,000**.

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 Agency** **Not required by Agency.**
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 Agency** **Not required by Agency.**
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 Agency 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 Agency. **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 Agency 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 Agency, Consultant shall either: a) provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency; or b) make such insurance policies, endorsements, self-insurance documents and related insurance documents available for inspection by Agency's representatives at a location in the State of Oregon that is reasonably convenient for Agency'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 Agency, 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 or 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 Agency, 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 Agency, 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, Agency 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 Agency, 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 Agency, 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)**

The DBE program is administered by the ODOT Office of Civil Rights (“OCR”). As the Agency is entering into this Contract under authority granted by ODOT, the DBE Provisions apply the same as if ODOT were the contracting agency.

“Consultant” and “Contractor” are hereinafter referred to as “Contractor”. **See section e for specific reporting requirements of Contractor.**

- a. Policy and Program Authorities:** ODOT and Contractor agree to abide by and take all necessary and reasonable steps to comply with these DBE Provisions and the following, which are incorporated in this Contract with the same force and effect as though fully set forth in this Contract:
- [ODOT DBE Policy Statement](#)
 - [ODOT DBE Program Plan](#), and
 - Requirements of [Title 49, Code of Federal Regulations, Part 26](#) - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

ODOT’s DBE Program authorities are set forth in the ODOT DBE Program Plan.

- b. DBE Goals:** ODOT’s overall goal for DBE participation is 11.6% for FHWA funded Contracts and 6% (proposed) for FTA funded Contracts. For FHWA funded contracting, ODOT may assign DBE Contract goals to increase participation by DBEs. For any Contract with an assigned DBE goal, Contractor shall select a portion of work available under the Contract for DBE participation. Contractor may use DBE subcontractors, suppliers, manufacturers, or Professional Services and Related Services providers to fulfill the assigned DBE Contract goal as long as the DBE is certified in the types of work selected. The assigned DBE Contract goal remains in effect throughout the life of the Contract. Dollar values of participation shall be credited toward meeting the assigned DBE Contract goal based on DBE gross earnings.

A DBE participation goal has not been established for this procurement.

- c. Nondiscrimination Requirement:** Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this USDOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as ODOT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- d. Prompt Payment and Retainage:** Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 10 calendar days from receipt of each payment Consultant receives from ODOT (or local agency when applicable). In addition, Contractor shall return any retainage payments to each subcontractor within 10 calendar days after the subcontractor’s work is satisfactorily completed.
- e. Reporting Requirements:** Contractor shall complete and submit initial, interim and final Paid Summary Reports [form 734-2882] per the instructions on the form. Contractor must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance.

- f. **Commercially Useful Function:** For Contracts with no DBE goal assigned, ODOT may count race-neutral DBE participation toward its overall goal, provided the DBE is performing a commercially useful function (“CUF”) as set forth in 49CFR § 26.55. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract/subcontract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Additional detail regarding CUF requirements and other conditions for counting participation by DBE contractors is set forth in 49CFR § 26.55. ODOT may perform a CUF review at any time during the performance of the Contract.
- g. **Termination of DBE Notification Requirement:** Contractor must promptly notify ODOT whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work. See additional requirements of 49 CFR § 26.53(f) regarding termination of a DBE.
- h. **Remedies:** Contractor’s failure to comply with these DBE Provisions and the requirements of 49 CFR Part 26 may result in one or more of the following administrative actions as deemed appropriate by ODOT: non-compliance documented in ODOT evaluation of Contractor performance, a corrective action plan prepared by Contractor, ODOT (or local agency when applicable) withholding of retainage, suspension of work, reporting of non-compliance to the federal System for Award Management (“SAM”) available at <https://sam.gov/SAM/>, any other remedies provided under the Contract.
- i. **Information/Questions:** The DBE program is administered by the ODOT Office of Civil Rights (“OCR”). Questions related to the DBE Program may be sent via email to ocrinforequest@odot.state.or.us or otherwise directed to: Oregon Department of Transportation Office of Civil Rights, ODOT Materials Laboratory Building, 800 Airport Road SE, Rm 61, Salem, OR 97301; Phone: 503-986-4350.
- j. **Directory of Certified Firms:** A searchable database for active certified firms (by NAICS code, NIGP code, ODOT code, certification type, location or project ethnicity goals) is available on line at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.

Related Web Sites:

All forms, documents and CFRs referenced or linked in these DBE Provisions are available on line at:

- **Forms:** <https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>
- **Documents:** <https://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>
- **49 CFR Part 26:** <https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=34ea04c7ed3d45b0e41f82a5646f1c15&rgn=div5&view=text&node=49:1.0.1.1.20&idno=49>

Acronyms & Definitions Applicable to Exhibit E.1

APM	ODOT’s or local agency’s Project Manager
CFR	Code of Federal Regulations
CUF	Commercially useful function
DBE	Disadvantaged Business Enterprise
OCR	ODOT Office of Civil Rights
ODOT	Oregon Dept. of Transportation
RFP	Request for Proposals
SSUR	Subcontractor Solicitation and Utilization Report
USDOT	United States Department of Transportation

EXHIBIT F - SPECIAL TERMS & CONDITIONS (RESERVED)

EXHIBIT G - RESERVED

EXHIBIT H - RESERVED

EXHIBIT I - ERRORS & OMISSIONS ("E&O") CLAIMS PROCESS (RESERVED)

EXHIBIT J - CONTACT INFORMATION and KEY PERSONS

1. Party Contact Information.

a.1 * Agency's Project Manager (APM)

Name:	Janelle Shanahan, PE
Ph:	503-566-4147
E-mail:	jshanahan@co.marion.or.us

a.2 *: Agency Contract Administrator for contractual matters:

Name:	Alicia Henry
Ph:	503-373-4320
E-mail:	ahenry@co.marion.or.us

a.3 Agency's address for invoicing:

Mailing Address:	Marion County Public Works 5155 Silverton Road NE, Bldg. 1 Salem, OR 97305 Attn: Janelle Shanahan
E-mail:	jshanahan@co.marion.or.us

b. **Consultant's Project Manager (PM) for this Contract is:

Name:	Scott Mansur, PE, PTOE
Ph:	503-602-9575
E-mail:	smm@dksassociates.com

c. Consultant's remit address for payments and contact for billings:

Name:	Scott Mansur, PE, PTOE
Address:	DKS Associates, Inc. 117 Commercial St. NE, Suite 310 Salem, OR 97301
Ph:	503-602-9575
E-mail:	smm@dksassociates.com

* Agency may change the Contract Administrator or Project Manager designation by promptly sending written notice (e-mail acceptable) to Consultant.

**Any changes to Consultant's Project Manager must be approved in writing (e-mail acceptable) by Agency.

2. Key Persons

Consultant acknowledges and agrees that Agency 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, Agency, 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 Agency. 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 Agency with their expertise, experience, judgment, and personal attention according to any schedule established under the Contract without first obtaining Agency'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 Agency.) Throughout the term of the Contract, Consultant shall provide updated information (if requested by Agency) to demonstrate the continuing qualifications of any staff working on Agency projects, including those approved as Key Persons.

In particular, Agency, through the Contract is engaging the expertise, experience, judgment and personal attention of the following Key Persons:

Name	Role
Scott Mansur, PE, PTOE RSP1	Project Manager
Lacy Brown, PHD, PE, RSP	Traffic Analysis Lead
Jenna Bogert, PE	Traffic Analysis Lead
Angela Rogge, PE	Deputy Project Manager
Natalie Warner	Community Outreach and Engagement

3. Reassignment or Transfer of Key Person

In the event Consultant requests that Agency 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.
- Agency 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 Agency and shall not be billed to Agency. 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.