

Contract Review Sheet

A&E Standard Prof Svcs Agmnt

PW-5757-25

Title: Willamette River and Independence Bridge Repair

Contractor's Name: Dowl LLC

Department: Public Works Department

Contact: Alicia Jones

Analyst: Kathleen George

Phone #: (503) 588-5036

Term - Date From: Execution

Expires: June 30, 2027

Original Contract Amount: \$ 695,301.12

Previous Amendments Amount: \_\_\_\_\_

Current Amendment: \$ -

New Contract Total: \$ -

Amd% \_\_\_\_\_

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

Source Selection Method: 20-0260 Request for Proposal

RFP# PW1421-23

Description of Services or Grant Award

Civil/Structural Engineering, Environmental and related services for repair work on Willamette River and Independence Bridge

Desired BOC Session Date: 4/9/2025

Contract should be in DocuSign by: 3/19/2025

Agenda Planning Date 3/27/2025

Printed packets due in Finance: 3/25/2025


Management Update 3/25/2025


BOC upload / Board Session email: 3/26/2025

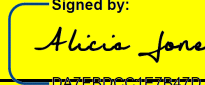
BOC Session Presenter(s) Ryan Crowther

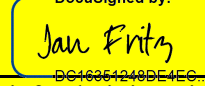
Code: Y

REQUIRED APPROVALS

DocuSigned by:   
E4502AF8CAA642C...  
Finance - Contracts 3/19/2025  
Date

Signed by:   
00C98A0F700240B...  
Legal Counsel 3/20/2025  
Date

Signed by:   
B47E80CC1E7B47D...  
Contract Specialist 3/20/2025  
Date

DocuSigned by:   
0C16354248DE4EC...  
Chief Administrative Officer 3/20/2025  
Date



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: April 9, 2025

Department: Public Works

Title: River Road: Willamette River Bridge - Engineering and Related Services Contract with DOWL, Inc.

Management Update/Work Session Date: 3/11/2025 Audio/Visual aids ☐

Time Required: 5 Minutes Contact: Steven Preszler Phone: 503-365-3157

Requested Action: Approve Engineering and Related Services Contract PW-5757-25 between Marion County and DOWL, LLC, in the amount of \$695,301.12 for the River Road: Willamette River Bridge (Bridge #05789A) repair project.

Issue, Description & Background: Marion County has received federal funds to rehabilitate the River Road: Willamette River Bridge #05789A located on River Road in the Independence area. The project will strengthen the bridge, repair the damaged bridge rail, replace the bridge joints, resurface the deck and repaint areas where the paint has failed. Public Works has selected DOWL to provide engineering and engineering-related services for the project using a competitive Request for Proposals process. DOWL was selected based on their qualifications and experience with similar projects. This contract will cover preliminary engineering through final design, plans, specifications and estimates.

Financial Impacts: The total contract amount is \$695,301.12 of which \$623,893.69 (89.73%) will be paid using federal grant funds and \$71,407.43 (10.27%) will be paid using County Road Funds. This is a budgeted expense in the current fiscal year.

Impacts to Department & External Agencies: Entering into this agreement does not directly impact any other Marion County departments. The project will benefit the public at large by strengthening the bridge and eliminating traffic loading restrictions.

List of attachments: Contract PW-5757-25 with DOWL, LLC.

Presenter: Ryan Crowther

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas  
Date: 2025.02.27 09:54:14 -08'00'

**ENGINEERING AND RELATED SERVICES CONTRACT**  
**PERSONAL SERVICES CONTRACT FOR NON-A&E PLANNING SERVICES**  
**Contract Number: PW-5757-25**

<b>Project Title: Willamette River and Independence Bridge Repair</b>	<b>Agency Project Number: 105570</b>
<b>Project Location: Marion County</b>	<b>Associated RFP Number: PW1421-23</b>
<b>Federal Aid Number: C047113</b>	<b>DBE Goal: 8.5% (see Exhibit E)</b>
<b>Total Not-to-Exceed ("NTE") amount for this Contract.</b> This total includes: a) all allowable costs and expenses, profit, and fixed-fee amount, if any; and b) \$57,309.12 for contingency tasks, each of which must be separately authorized by Agency.	<b>\$ 695,301.12</b>

This Contract is between Marion County, hereafter called "Agency" and DOWL, LLC, a Delaware Limited Liability 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 June 30, 2027.

**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
- Exhibit F – Special Terms & Conditions
- Exhibit G - RESERVED
- Exhibit H - RESERVED
- Exhibit I - 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.

**c. Design Within Funding Limit**

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

- (i) Consultant shall accomplish the design Services required under the Contract so as to permit construction of the project within Agency's budget for construction. **Agency's budget for construction of the project is \$6,660,600.** Consultant shall promptly advise Agency's Contract Administrator if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable project within these limitations. Upon receipt of such information, the Contract Administrator will review Consultant's revised estimate of construction cost. Agency may, if it determines that the estimated construction contract price set forth in this Section is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in this Section, or Agency may adjust such estimated construction contract price.
- (ii) Prior to releasing the bid for the construction contract, Agency will prepare an estimate of constructing the design submitted. If Agency's estimator(s) determines Consultant's design exceeds Agency's budget for the construction contract as set forth in Section (i) above {and as may be revised per Section (i) above}, then Consultant shall perform such redesign and other Services as are necessary to permit contract award within the funding limitation. These additional Services shall be performed at no increase in the price of the Contract. However, Consultant shall not be required to perform such additional Services at no cost to Agency if Consultant's design exceeds Agency's budget {as set forth in Section (i) above} as a result of conditions beyond Consultant's reasonable control.

## 11. Ownership of Work Product

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

- (i) "Consultant Intellectual Property" means any intellectual property owned by Consultant and developed independently from the Contract.
- (ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than 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 and Errors & Omissions Claims Process.** In the event of a dispute between the Parties regarding any aspect of the Contract or performance under the Contract, the Parties agree to attempt in good faith to investigate and resolve any such dispute through direct communications and negotiations.

- a. Errors & Omissions Related.** In the event those good faith efforts do not resolve disputes related to potential Errors and Omissions, the Parties agree to make good faith efforts to resolve the matter pursuant to **Exhibit I, Errors & Omissions Claims Process.**
- b. Other Disputes.** In the event good faith efforts do not resolve disputes unrelated to Errors & Omissions, the Parties agree to make a good faith effort to resolve any such dispute through fact finding and non-binding mediation prior to resorting to litigation. The mediator shall be selected by mutual agreement of the Parties. If the Parties fail to agree on a mediator, each Party shall select a mediator and those two persons shall agree on a third-party, who will be the sole mediator. The cost of the mediator shall be split equally between the Parties.
- c. Notification to ODOT.** Agency shall immediately notify ODOT of any disputes that seek resolution with the Errors & Omissions Claims Process or mediation.

**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: \_\_\_\_\_

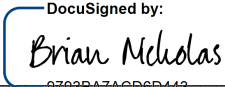
Name: \_\_\_\_\_ Title: \_\_\_\_\_

MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:

Chair \_\_\_\_\_ Date \_\_\_\_\_

Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature  3/20/2025  
DocuSigned by: 9793BA7ACB6D443...  
Department Director or designee \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature:  3/20/2025  
DocuSigned by: DC16351248DE4EC...  
Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature:  3/20/2025  
Signed by: 60C98A6F708240B...  
Marion County Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature:  3/19/2025  
DocuSigned by: E4592AF8CAA542C...  
Marion County Contracts & Procurement \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT A - STATEMENT OF WORK

### A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

**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 divided into two phases:

- Alternatives Analysis and Final Plans, Specifications, and Estimate (PS&E)
- Construction Contract Administration and Construction Engineering & Inspection ("CA/CEI")

This Statement of Work addresses the Alternatives Analysis and PS&E Phase of the Project. Each subsequent phase is optional, at Agency's discretion, and may be added via amendment(s) to this Contract.

#### Agency Responsibilities

#### Acronyms and Definitions

Acronyms and definitions that may be found in the SOW include, but are not limited to the following:

3-R	Resurfacing, Restoration, and Rehabilitation
4-R	Reconstruction
AASHTO	American Association of State Highway and Transportation Officials
ACLB	Appraiser Certification and Licensure Board
ASCII	American Standard Code for Information Interchange
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
Agency	The Local Public Agency who owns the Contract
ALG	Bentley InRoads File
AOC	Association of Oregon Counties
APE	Area of Potential Effect
API	Area of Potential Impact
APHIS	Animal and Plant Health Inspection Service
APM	Agency Project Manager
ASTM	American Society for Testing and Materials
BA	Biological Assessment
Basemap	Digital mapping files used as a base for mapping existing site features and proposed designs (also called "location" or "strip" maps).
BDM	Bridge Design Manual
BOC	Breakdown of Cost
BPJ	Best Professional Judgment
BPPM	Bridge Practices and Procedures Manual
CA	Contract Administrator
CAD	Computer Aided Design



CADD	Computer Aided Design and Drafting
CA/CEI	Construction Contract Administration, Construction Engineering and Inspection
CCD	ODOT Commerce and Compliance Division
CE	Categorical Exclusion
CE/PCE Procedures	Agency's "ODOT NEPA Manual 420 - Categorical Exclusions and Programmatic Categorical Exclusions" procedures, available at: <a href="https://www.oregon.gov/odot/GeoEnvironmental/Pages/NEPA-Manual.aspx">https://www.oregon.gov/odot/GeoEnvironmental/Pages/NEPA-Manual.aspx</a> (found on the "ODOT NEPA Program website" <a href="https://www.oregon.gov/odot/GeoEnvironmental/Pages/NEPA.aspx">https://www.oregon.gov/odot/GeoEnvironmental/Pages/NEPA.aspx</a> )
CFR	Code of Federal Regulations
Class 2 Projects	NEPA Categorical Exclusion Projects
CLPA	Certified Local Public Agency
Confidence Points	Random points measured in the field within the boundary of a digital terrain model, used to verify the accuracy of the DTM and to provide evidence prior to construction that the DTM is a reasonable representation of the original ground. Utilized for computation and pay quantities. Confidence points are used to verify that a constructed grade has been built according to the design DTM.
Control Network	An array of control stations.
Control Station	Any item identified in Project records as having a position and elevation on the Project datum and intended to be used to control the many phases of construction work
CPDG	Contract Plans Development Guide
CPT	Cone Penetration Test
DAP	Design Acceptance Package
DBE	Disadvantaged Business Enterprise
DCP	Dynamic Cone Penetration
DEQ	Oregon Department of Environmental Quality
DGN	Bentley Microstation Design Model
DLC	Donation Land Claim
DOE	Determination of Eligibility
DSL	Oregon Division of State Lands
DTM	Digital Terrain Model
EDM	Electronic Distance Measuring
EP	Environmental Prospectus
ESA	Endangered Species Act
ESALs	Equivalent Single Axle Loads
ETWP	Exploration and Testing Work Plan
EU	Excavation Unit
FAHP	Federal-Aid Highway Program
FEMA	Federal Emergency Management Administration
FHWA	Federal Highway Administration
FOE	Finding of Effect
FPTF	ODFW Fish Passage Task Force
FSP	Field Safety Plan
FTP	File Transfer Protocol

FWD	Falling Weight Deflectometer
GDM	Geotechnical Design Manual
GIS	Geographic Information System
GLO	General Land Office
GPS	Global Positioning System
GIN	General Information Notice
HASP	Health and Safety Plan
HCM	Highway Capacity Manual
HDM	Highway Design Manual
HGM	Hydrogeomorphic
HMCS	Hazardous Materials Corridor Study
IQAP	Inspection Quality Assurance Program
ITS	Intelligent Transportation Systems
JPA	USACE/DSL Joint Permit Application
LAG	Local Agency Guidelines
LAL	Local Agency Liaison, ODOT (also see TPM)
LDPC	Local Datum Plane Coordinate
LOC	League of Oregon Cities
LOS	Level of Service
LPA	Local Public Agency
LPIF	Letter of Public Interest Findings
LRFD	Load and Resistance Factor Design
MS	Microsoft
NE	No Effect
NEC	National Electric Code
NEPA	National Environmental Policy Act
NMF	Native Migratory Fish
NMFS	National Marine Fisheries Services
NRHP	National Register of Historic Places
NTP	Notice to Proceed
MUTCD	Manual on Uniform Traffic Control Devices
NTE	Not to Exceed
NTP	Notice to Proceed
OAR	Oregon Administrative Rule
OCR	ODOT Office of Civil Rights
ODA	Oregon Department of Agriculture
ODC	Other Direct Cost
ODFW	Oregon Department of Fish and Wildlife
ODOT	Oregon Department of Transportation
OHWM	Ordinary High Water Mark
OJT	On the Job Training
OPAL	Official Project Access List
ORBIC	Oregon Biodiversity Information Center
ORS	Oregon Revised Statutes
ORWAP	Oregon Rapid Wetland Assessment Protocol
OWRD	Oregon Water Resources Department
PCE	Programmatic Categorical Exclusion
PCO	ODOT Project Controls Office
PCS	Project Control System

.pdf or PDF	Portable Document File
PDT	Project Development Team
PE	Professional Engineer
PIP	Public Involvement Plan
PLS	Professional Land Surveyor
PLSS	Public Land Survey System
PM	Project Manager
POR	Professional of Record
PSA	Project Study Area
PS&E	Plans, Specifications, and Estimate
PSI	Preliminary Site Investigation
SFM	Survey Filing Map
SHPO	State Historic Preservation Office
STP	Scientific Take Permit
QA	Quality Assurance
QC	Quality Control
QCC	Quality Control Checklist
QP	Quality Plan or Quality Assurance/Quality Control Plan
REC	ODOT Region Environmental Coordinator
ROE	Right of Entry
ROS	Record of Survey
RUS	Region Utility Specialist
R/W	Right of Way
Reference Stakes	Stakes set away from, but with information relating back to the intended location
RTK	Static, Rapid Static or Real time Kinematics
RTP	Regional Transportation Plan
USPS	United States Postal Service
SFLP	State Funded Local Program
SFM	Survey Filing Maps
SHPO	State Historic Preservation Office
SI	International System of Units and Conversion Factors (abbreviated SI from Systeme Internationale d'Unites, the French version of the name)
SOW	Statement of Work
STU	Shovel Test Unit
SUL	State Utility Liaison
Survey Monument	Any natural or man-made item specified or identified in a property deed, boundary survey, government document, or other instrument of public record, when the purpose of said item is to mark or reference a property boundary, geographical location, elevation, or other position
Surveyor	Individual licensed in the State of Oregon as a Professional Land Surveyor, and designated by the Consultant as placed in "responsible charge" of the survey work as defined in ORS 672.002(6)(b).
TCP	Traffic Control Plan
TIP	Transportation Improvement Plan
THPO	Tribal Historic Preservation Office

TMP	Transportation Management Plan
TPAR	Temporary Pedestrian Accessible Routes
TPARP	Temporary Pedestrian Accessible Route Plan
TPM	Transportation Project Manager, ODOT (also see LAL)
TS&L	Type, Size, and Location
TSP	Transportation System Plan
USACE	U.S. Army Corps of Engineers
USDA	United States Department of Agriculture
USFWS	U.S. Fish and Wildlife Service
VE	Value Engineering

## B. STANDARDS and GENERAL REQUIREMENTS

### 1. Standards

#### a. Preliminary Engineering and Design Phase Services –

- i. AASHTO LRFD Bridge Design Specifications, 9<sup>th</sup> Edition
- ii. ODOT Local Agency Guidelines, Chapter 14
- iii. ODOT Bridge Design Manual, 2024 Version, as applicable
- iv. AASHTO Guide Specifications for LRFD Seismic Bridge Design, 2<sup>nd</sup> Edition with 2012, 2014, 2015, and 2022 Interim Revisions
- v. AASHTO A Policy on Geometric Design of Highways and Streets
- vi. MUTCD, 2023

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

### 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.

#### 5. **Compliance with Applicable Law** (in addition to those identified elsewhere in the Contract.)

#### 6. **Design Criteria and Project Assumptions/Conditions**

#### 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:

- 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.
- 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**

Consultant shall provide management and coordination of Services under this SOW for delivery of Tasks and Deliverables according to the agreed upon delivery schedule.

## **1.1 Administration & Record Keeping**

Consultant shall:

- Submit a Quality Assurance/Quality Control (“QA/QC”) Plan for Agency review and approval. The QA/QC Plan must be developed consistent with requirements of ODOT’s “Guidance/Template for Consultants” available online at:  
[http://www.oregon.gov/ODOT/HWY/OPL/docs/SEOPL/Consultant\\_Quality\\_Plan\\_Model.doc](http://www.oregon.gov/ODOT/HWY/OPL/docs/SEOPL/Consultant_Quality_Plan_Model.doc);
- Prepare a Project design schedule using the Critical Path Method, prepared with MS Project software or approved equal. The Project schedule must include, but is not limited to: all major authorized tasks as agreed upon by the Parties, Project design team meetings, and milestones (type and date) specified in this SOW and required to complete all Services under this Contract. Consultant shall update the Project schedule during the Project if milestone or deliverable due dates are modified. For budgeting purposes, it is assumed that up to (4) Project schedule updates will be necessary;
- Prepare progress reports. 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

- Develop and maintain a Project file to include survey and engineering computations, assumptions, meeting agendas and minutes, working drawings, quality control and review documentation, correspondence, and memoranda.

## **1.1 Consultant Deliverables and Schedule**

Consultant shall provide:

- QA/QC plan submitted electronically to APM within 7 calendar days of Notice to Proceed (“NTP”).
- Project Draft Design Schedule submitted within 7 calendar days of NTP. Submit an electronic file (MS Project) format to the APM.
- Updated Project Design Schedule, as necessary, via timeline agreed to by APM, an electronic file (MS Project) format to the APM.
- Progress reports submitted electronically to APM no later than the 20th calendar day of the month following the reporting period.

## **1.2 Coordination**

Consultant shall:

- Coordinate with the APM as the main point of contact for coordination and management of Consultant Services under the Contract;
- Contact other Agency staff and regulatory agency staff, if necessary throughout the Contract, to gather any additional information needed for the Project, Project site, regulations and guidance;
- Provide overall management, direction and coordination of staff (including sub-consultants, if any) to include any necessary internal Consultant staff meetings;
- Contact APM via telephone or other agreed upon communication means on a bi-monthly or as needed basis to provide Project status information

## **1.2 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).
- Meeting minutes and phone memoranda as agreed with the APM.

## **1.3 Project Meetings**

### **1.3.1 Project Kickoff Meeting**

Consultant shall organize, conduct, prepare for and attend a 2-hour Project kickoff meeting. The Project kickoff meeting will be held with the Project Manager and (1) additional Consultant staff in-person and up to (3) additional staff virtually with Agency. Consultant shall prepare the meeting agenda with input from the Agency. The purpose of the Project kickoff meeting is to review Project issues such as SOW; work products and deliverables; schedules; budgets; right of way; utility coordination/design; design criteria; guidance documents; standards and quality control. Consultant shall schedule Project kickoff meeting within 10 business days of Notice to Proceed (NTP). Consultant shall prepare draft meeting minutes for review by Agency. For budgeting purposes, it is assumed that up to (4) Consultant staff shall attend the (2) hour Project kickoff meeting.

### **1.3.2 Project Development Team Meetings**

Consultant shall organize, conduct, prepare for and attend up to (6) Project Development Team ("PDT") Meetings with the Project Manager and (1) additional Consultant staff in-person. Additional Consultant staff, if needed, will attend virtually.. Consultant shall prepare the meeting agenda with input from the Agency. Consultant shall prepare draft and final meeting minutes to be distributed to Agency and all other meeting participants. For budgeting purposes, it is assumed that up to (4) Consultant staff shall attend each PDT meeting.

## **1.3 Consultant Deliverables and Schedule**

For each meeting, Consultant shall provide:

- Meeting agenda submitted electronically to APM and all other meeting participants 3 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.

Consultant shall survey this Project for the areas as described in Section A of this SOW unless otherwise noted in specific tasks. Project is using survey data from previous bridge scour repair project. Deliverables are to be scheduled as per task 1 Project Management.

Consultant shall adhere to the standards stipulated by the Oregon Revised Statute ("ORS") 672. Consultant's Professional Land Surveyor, registered in the State of Oregon, shall review and stamp as "Approved" all survey related deliverables and shall be responsible for all land surveying services including conformance to all state statutes pertaining to survey and land boundary laws under this SOW. These include, but are not limited to, the following state statutes: ORS Chapters 92, 93, 209 and 672.

## **2.1 Research [RESERVED]**

## **2.2 Horizontal and Vertical Control Network [RESERVED]**

## **2.3 Monument Recovery [RESERVED]**

## **2.4 Topographic Data Collection**

The purpose of this task is to collect the existing topographic features to support the design team

### **Existing Utility Records**

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

### **Topographic Data Collection**

Consultant shall locate utilities located on and/or attached to the structure. Consultant shall contact Oregon Utility Notification Center to request pre-survey utility locates. Consultant shall keep the locate request number and ticket information within the Project file.

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

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

For budgeting purposes it is assumed that Consultant shall provide up to 10 additional days of field work by a 2-person survey crew to supplement the existing data as directed by the design team.

## **2.4 Consultant Deliverables and Schedule**

Consultant shall provide the following deliverables electronically (.PDF) to the APM within 45 days of NTP:

- 1 copy of field notes
- Copy of the Civil 3D CADD Files \*.dwg)

## **2.5 R/W - Boundary Resolution (RESERVED)**

## **2.6 Record of Survey / Control, Recovery, Retracement (RESERVED)**

## **2.7 R/W Engineering (Mapping & Descriptions) (RESERVED)**

Consultant shall complete necessary field and literature investigations to provide Agency and ODOT environmental documentation and permits required for completion of this Project. Consultant shall complete the following environmental investigations, documentation, and permits for this Project, unless marked as a CONTINGENCY TASK, which Consultant shall complete only following receipt of Contingency Task NTP from Agency:

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



### **3.1 NEPA Categorical Exclusion (“CE”) and Programmatic CE (“PCE”) and Supporting Documentation [RESERVED]**

### **3.2 Archaeological Resources [RESERVED]**

### **3.3 Historic Resources**

All historic sub tasks must be completed by professional historians who meet the Secretary of the Interior’s professional standards for architectural history or history ([36 CFR 61, Appendix A](#)) and who have been “qualified” through the [ODOT Cultural Resources Consultant Qualification Training Program](#). The Independence Street Bridge, which traverses the Willamette River and extends from S Main Street to Riverside Drive S between Marion and Polk County, is not listed in the Oregon Historic Sites Database and has not previously been evaluated for eligibility for listing in the NRHP. The bridge was designed and constructed between 1945-1951 and has received major rehabilitation efforts over the years.

#### **3.3.1 Historic Resources Baseline Report**

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

Consultant shall prepare the Historic Resources Baseline Report which must include, but is not limited to:

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

It is anticipated that up to 1resources will be identified in the baseline report.

#### **3.3.1 Consultant Deliverables and Schedule**

Consultant shall prepare and submit:

- Draft Historic Resources Baseline Report (in electronic WORD format) to APM and LAPM for review per Task 1 Project Design Schedule.
- Final Historic Resources Baseline Report (in electronic PDF format) to APM and LAPM 2 weeks following receipt of draft review comments.

**3.3.2 Section 106 Determination of Eligibility (“DOE”) CONTINGENCY TASK** (Requires separate NTP from APM)A DOE is a technical report written as a recommendation to SHPO who determines whether a property meets the eligibility criteria (A-D) for inclusion in the NRHP.Consultant shall conduct the necessary research and analysis to prepare a draft and final NRHP Evaluation (DOE) for one resource: the Independence Street Bridge. Consultant shall conduct a site visit and perform a thorough field inspection of the structure to collect information for the DOE. Consultant will perform quality checking and senior review of deliverable following DOWL’s PQP prior to Agency submittal.

Consultant shall prepare the DOE and associated data in the SHPO required format and using the most recent ODOT form.

The DOE must include but is not limited to:

- Project description and a description of the APE;
- Photographs of the resource, including historic photographs and current photographs;
- Map that identifies the location of the historic resource within the APE;

- Brief physical description of the resource and contributing and non-contributing features, including the history, significance and context of the resource, the design, setting, materials, workmanship, feeling, and association; and
- Descriptions of historic resource and discussion of potential NRHP eligibility (A-D);
- An assessment of integrity of the historic resource; and
- Findings and Recommendations for SHPO review.

Consultant shall prepare DOE(s) for up to 1 resources. ODOT Cultural/Historic Resource Specialist will transmit the final DOE to SHPO and will obtain the necessary concurrence documentation from SHPO.

### **3.3.2 Assumptions**

- One round of comments between draft and final deliverable
- Task includes one (1) eight-hour site visit (including travel time)
- Architectural historian shall participate in up to two (2) one-hour meetings throughout the design development process.

### **3.3.2 Consultant Deliverables and Schedule**

Consultant shall prepare and submit:

- Draft DOE Form (in electronic WORD format) for resource that is potentially eligible for the NRHP to APM and LAPM for review per Task 1 Project Design Schedule.
- Final DOE Form (in electronic PDF format) for resource that is potentially eligible for the NRHP to APM and LAPM 2 weeks following receipt of draft review comments.

**3.3.3 Section 106 Finding of Effect ("FOE") CONTINGENCY TASK** (Requires separate NTP from APM) Following coordination with ODOT and Agency staff, Consultant shall prepare a FOE for the resource that is listed or has been determined eligible for the NRHP following the format provided by the ODOT (including coordination of public outreach). When requested by ODOT and Agency, Consultant shall coordinate with Agency Project Designer or Project Team Leader to discuss available options to avoid or minimize adverse effects to listed or eligible historic resources. Consultant shall coordinate with ODOT to ensure that FHWA concurs with the proposed FOE on the resources prior to transmittal to SHPO.

Consultant shall coordinate with ODOT and Agency to obtain FHWA concurrence with the proposed FOE on the resource prior to submittal to SHPO.

Consultant shall prepare the FOE using the most current SHPO format and ODOT form.

The FOE must include:

- Narrative assessment of the Project's potential effects of the Project to the historic resource's qualities that make it significant and/or eligible or listed, including physical destruction or damage; alteration or rehabilitation; removal; change of setting; introduction of visual, atmospheric or audible elements; neglect of a property; or transfer or sale of ownership; and
- Discuss alternatives to avoid or minimize adverse effects to the resource.

Consultant shall prepare FOE for up to 1 resource. ODOT Historic Resource Specialist will transmit the final FOE to SHPO and will obtain the necessary concurrence documentation from SHPO.

### **3.3.3 Assumptions**

- One round of comments between draft and final deliverable
- No additional site visits required
- DOWL's architectural historian shall participate in up to four (4) one-hour meetings throughout the design development process.

### **3.3.3 Consultant Deliverables and Schedule**

Consultant shall prepare and submit:

- Draft FOE(s) (in electronic WORD format) for each effected resource that is listed or eligible for the NRHP to ODOT and Agency for review per Task 1 Project Design Schedule.
- Final FOE(s) (in electronic WORD and PDF format) for each effected resource that is listed or eligible for the NRHP to ODOT and Agency 2 weeks following receipt of draft review comments.

### **3.4 Hazardous Materials**

This work is intended to identify potential sources of environmental contamination (hazardous waste, hazardous substances, toxic substances and other hazardous materials regulated under federal and State statutes and regulations/administrative rules) that could impact the Project.

Performance of this task must be in accordance with ODOT's HazMat Program Manual (see Section B list) and applicable industry standards. Deliverable submittals must be in an electronic format (Word and PDF).

The purpose of this task is to facilitate Agency compliance with environmental regulations pertaining to site cleanup and waste management. The Services to be provided shall include:

- Conduct a Hazardous Materials Corridor Study to identify potential sources of contamination that could impact property acquisition or construction.
- Inspect Bridge No. 05789A for lead-based paint and asbestos containing materials.
- .
- Prepare contract bid documents for handling and disposal of contaminated materials.

#### **3.4.1 Hazardous Materials Corridor Study (RESERVED)**

#### **3.4.2 - American Society for Testing and Materials ("ASTM") Phase I Environmental Site Assessment ("ESA") [RESERVED]**

#### **3.4.3 - Level 1 Initial Site Assessment ("ISA") [RESERVED]**

#### **3.4.4 - Minimal Assessment Memorandum ("MAM")**

Consultant shall prepare a MAM according to the following standards and guides (see Section B list):

- Hazardous Waste Guide for Project Development, by the AASHTO Special Committee on Environment, Archaeology and Historic Preservation
- ODOT HazMat Program Manual
- Minimal Assessment Memorandum template, ODOT

Consultant shall conduct site reconnaissance in-person visit to identify potential sources of contamination that could impact construction.

Consultant shall review available federal and state environmental databases to identify sites that could potentially impact the Project. Search radii are for each environmental database listed below.

Environmental Database	Search Radius
Environmental Cleanup Site	Site and

Environmental Database	Search Radius
Information ("ESCI") [NPL]	adjoining
Oregon Permitted Landfill List	Site and adjoining
State Leaking Underground Storage Tank ("LUST") List	Site and adjoining
Federal RCRA Generators List	Site and adjoining
State Fire Marshal's Spill Response List	Site and adjoining
Oregon Motor Carrier Spill List	Site and adjoining
State Certified UST List	Site and adjoining

Consultant shall review DEQ files, available using DEQ's Facility Profiler website (see Section B list), to determine whether contamination from adjacent facilities is likely to impact Project construction. Alternatively, Consultant may conduct this review using commercially available regulatory database reports. The MAM must review and discuss information that DEQ published for Environmental Cleanup Site Information ("ECSI") sites and UST sites to further evaluate whether the Project has the potential to encounter contamination associated with listed sites.

Consultant shall review the Oregon Water Resources Department ("OWRD") on-line database (see Section B list) to determine whether water wells or monitoring wells are located on or adjacent to the Project area.

Consultant shall submit a public information request to DEQ for all facilities considered to have a high risk of impacting Project construction. Consultant shall use DEQ file information to delineate contaminated locations adjacent to the Project area and identify whether that information is sufficient to develop construction plans and specifications without additional sampling.

Consultant shall review pertinent records that Agency may make available as they relate to the hazardous materials condition of the Project area.

Consultant shall assess whether soil sampling is needed to determine whether excavation of soil from the Project area will meet DEQ clean fill screening levels for potential contaminants-of-concern. Consultant shall indicate which contaminants are a concern and therefore which contaminants Consultant shall evaluate during soil sampling.

Consultant shall prepare a MAM summarizing the information that Consultant obtained through the activities listed above, using Agency's MAM template. The MAM must include photographs documenting the Project area observations. The MAM must include conclusions that identify specific sources of contamination that could impact Project construction and recommendations for further investigation, if needed.

#### **3.4.4 Consultant Deliverables and Schedule:**

- Draft MAM to REC and APM within 16 weeks following NTP.
- Final MAM to REC and APM within 4 week following receipt of draft review comments.

#### **3.4.5 - Shoulder Soil Investigation [RESERVED]**

#### **3.4.6 - Asbestos Survey [RESERVED]**

#### **3.4.7 - Asbestos Abatement Specification CONTINGENCY TASK (Requires separate NTP from APM)**

Consultant shall prepare a brief Project specification for abatement of ACMs. The specification must be a performance-based document for use by Agency in demolition plans for designated buildings and must conform with OAR 340-248, OAR 437-003, and all other applicable state and federal rules and regulations pertaining to asbestos inspection and abatement (see Section B list). The specifications must not include instructions to bidders, contracts, or bonding requirements.

#### **3.4.7 Consultant Deliverables and Schedule:**

- Draft asbestos abatement specification to REC and APM within 8 weeks following NTP of contingency task.
- Final asbestos abatement specification to REC and APM within 1 week following receipt of draft review comments.

#### **3.4.8 - Asbestos Abatement Oversight and Clearance Monitoring [RESERVED]**

#### **3.4.9 - Structure Survey**

Consultant shall conduct a survey of the hazardous materials in the bridge as part of the project, in accordance with the following subsections.

##### **3.4.9.1 - Structure Survey Work Plan and HASP**

Consultant shall prepare a structure survey work plan and a HASP that describe how to collect samples for Task 3.4.9.2 - Structure Survey Sample Collection and Reporting. The structure survey work plan must describe sample collection methods, sampling equipment, equipment decontamination, and handling and shipment of samples. Consultant shall complete the HASP in accordance with 29 CFR 1910.120, OAR 437-002-0100 *et seq.*, and all other state and federal worker health and safety regulations that may be applicable for Task 3.4.9.2 - Structure Survey Sample Collection and Reporting (see Section B list). The HASP must reflect the sampling and characterization activities described in the structure survey work plan. The HASP must cover the activities of all Consultant, subconsultant, and Agency employees. The HASP must include a traffic control plan, if needed.

Consultant shall submit the draft structure survey work plan and HASP to ODOT REC and Agency for review and comment. ODOT REC and Agency will consolidate comments and submit to Consultant. Consultant shall incorporate ODOT and Agency comments and suggested revisions, then deliver the final structure survey work plan and HASP to Agency for approval. Consultant shall not proceed with Task 3.4.9.1 - Sample collection and reporting until after Consultant has received written authorization (e-mail) from Agency

##### **3.4.9.1 Consultant Deliverables and Schedule:**

- Draft Structure Survey Work Plan and HASP to REC and APM within 8 weeks following NTP.
- Final Structure Survey Work Plan and HASP to REC and APM within 1 week following receipt of draft review comments.

3.4.9.2 – Structure Survey Sample Collection and Reporting Consultant shall collect paint and coating samples from all painted surfaces on Consultant shall collect at least 2 samples for each paint type observed for analysis. A total of up to 10 samples may be collected for analysis. Consultant shall not separate paint layers into individual samples.. Agency will provide the under-bridge inspection truck (UBIT) and operator for use during the inspection (see section 11.1.1.1). Agency will provide traffic control required for the inspection.

Consultant shall ship the samples to Pace Analytical (formerly ESC Lab Sciences) in Mt. Juliet, Tennessee. Analysis of the samples must be for the following:

- Total lead, cadmium, and chromium
- PCBs according to Method 8082

Consultant shall submit samples using the state's chain-of-custody form, which must indicate that the laboratory shall bill Agency directly and must request a turnaround time of 10 business days. Consultant shall ship samples under chain-of-custody procedures, such that the samples arrive at the laboratory undamaged. Agency will pay all shipping costs directly to the laboratory.

Consultant shall inspect for ACMs and collect samples of all suspected ACMs that construction will disturb. Consultant shall use an AHERA-accredited asbestos inspector to perform the inspection and sampling. The asbestos survey must include:

- Compiling a homogeneous materials list
- Collecting bulk samples of suspected ACMs
- Submit samples to a NVLAP-certified laboratory for analysis.
- Analyzing bulk samples using polarized light microscopy ("PLM"), or a DEQ-accepted equivalent.

Consultant shall collect bulk samples in general accordance with AHERA protocols and submit samples to a National Voluntary Laboratory Accreditation Program certified laboratory for analysis and shall request a turnaround time of 10 business days. Consultant shall collect as many as 6 samples for asbestos analysis.

Consultant shall summarize the results of the materials testing described above in a structure survey report. The report must discuss sample methods and laboratory analytical results, and must provide recommendations for materials handling. The report must include:

- A map showing sample locations
- Photographs of materials sampled
- Data tables summarizing laboratory results
- Laboratory reports and chain-of-custody forms

Consultant shall submit the draft structure survey report for ODOT and Agency review and comment. Agency will consolidate ODOT and Agency comments and submit to Consultant. Consultant shall incorporate ODOT and Agency comments and suggested revisions, then deliver the final structure survey report to ODOT and Agency for approval.

#### **3.4.9.2 Consultant Deliverables and Schedule:**

- Draft Structure Survey report to REC and APM within 8 weeks following NTP.
- Final Structure Survey report to REC and APM within 1 week following receipt of draft review comments.

#### **3.4.10 - Geophysical Survey [RESERVED]**

#### **3.4.11 - Site-Specific Investigation [RESERVED]**

#### **3.4.12 - NEPA Hazardous Materials Technical Memorandum or Report for EA and EIS Projects [RESERVED]**

### **3.5 Biological Resources Compliance and Permitting**

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

([http://www.oregon.gov/ODOT/Engineering/Doc\\_TechnicalGuidance/GE14-03b.pdf](http://www.oregon.gov/ODOT/Engineering/Doc_TechnicalGuidance/GE14-03b.pdf)).

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

Consultant shall:

- Use a qualified ESA biologist(s) to conduct one (1) field survey of the area of APE at the appropriate time for each ESA listed plant, fish and wildlife species with the potential to be present in the APE and their potential suitable habitats following standard/appropriate field survey techniques
- Conduct Oregon Department of Agriculture, Oregon Department of Fish and Wildlife (ODFW), National Marine Fisheries Service (NMFS), and U.S. Fish and Wildlife Service (USFWS) database searches to acquire ESA information for the Project area.
- Contact ODOT or Oregon Biodiversity Information Center (ORBIC) to obtain data regarding listed threatened and endangered species as well as those proposed for listing under the federal and state ESA that may occur within the APE. Consultant shall determine if Federally-listed species and their habitat will be affected by the Project.
- Make ESA effects determinations following the analysis of gathered ESA information. If a determination is No Effect for at least one listed or proposed species, obtain ODOT concurrence on the No Effects determination.
- Coordinate with Agency design staff, ODOT and APM to develop appropriate measures (i.e., construction special provisions) to avoid impacting listed species proposed for coverage in the NE Memo if avoidance measures are necessary to obtain the No Effect determination.
- Prepare draft NE Memo for the Project area using the most recent ODOT provided form; provide to APM for review and comment.
- Prepare final NE Memo for ODOT acceptance.

- Notify APM immediately if Consultant determines that an ESA determination of No Effect is no longer appropriate.

Consultant shall prepare and submit:

- One electronic .pdf copy of the Draft No Effect Memo to REC and APM for review per Task 1 Project Schedule.
- One electronic .pdf copy of the Final No Effect Memo to REC and APM within two (2) weeks following receipt of draft review comments.
- One electronic .pdf copy of the Draft construction special provisions relevant to NE determination to REC and APM for review per Task 1 Project Schedule.
- Final construction special provisions relevant to NE determination to REC and APM within two (2) weeks following receipt of draft review comments.

### **3.6 Wetland and Water Resources [RESERVED]**

### **3.7 Environmental Permits and Clearances**

#### **3.7.1 USACE/DSL Joint Permit Application ("JPA") and DEQ Section 401 Certification [RESERVED]**

#### **3.7.2 Oregon Department of Environmental Quality (DEQ) 1200-C Permit Application [RESERVED]**

#### **3.7.3 US Coast Guard Work Plan Coordination**

Consultant shall coordinate with US Coast Guard (USCG) regarding potential navigation impacts, public notice requirements, and to develop approved safety measures for temporary navigational clearance restrictions. Consultant shall prepare a United States Coast Guard (USCG) informational packet to begin coordination with USCG to obtain their approval on the bridge maintenance activities. The packet shall include information such as temporary work platform location(s), proposed clearances, and conceptual drawings. Consultant shall aid County in responding to any comments received from the USCG.

Following initial submittal of the information packet, Consultant shall respond to USCG requests for additional information and respond to questions.

Navigational studies, navigation questionnaire, public notice, bridge permit and a navigation permit are not expected to be required. No OSMB documentation or approvals are anticipated. USCG initial approval is expected to be received via email communication from the USCG reviewer and no official permit is required. USCG Work Plan approval may not be provided until a contractor is on board.

**Task 3.7.3 Consultant Deliverables and Schedule** Consultant shall prepare and submit:

- Electronic copy of the Draft USCG Information Package to County for review per Task 1 Project Design Schedule.
- Electronic copy (PDF) of the Final USCG Information Package to County and USCG 4 weeks following receipt of draft review comments.

## **TASK 4 - PUBLIC INVOLVEMENT**



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

#### **Applicable Standards:**

- ODOT's NEPA Manual addresses public involvement requirements for FHWA funded NEPA projects, specifically for Categorical Exclusions and Programmatic Categorical Exclusions in Oregon. The requirement, as interpreted for Oregon in the ODOT NEPA Manual, was approved in 2017 by FHWA Oregon Division. The ODOT NEPA Manual is available at:  
[https://www.oregon.gov/odot/GeoEnvironmental/Docs\\_NEPA\\_Manual/412.NEPA\\_Manual.pdf](https://www.oregon.gov/odot/GeoEnvironmental/Docs_NEPA_Manual/412.NEPA_Manual.pdf)
- All electronic materials must be finalized in an ADA accessible format (EPA Section 508). <https://www.section508.gov/>

#### **Task 4.1 Public Involvement Plan [RESERVED]**

#### **Task 4.2 Public Involvement Meetings**

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

- Community Open House.
- Interested parties meeting.

Consultant shall document input received from the meetings and prepare written summaries.

Consultant shall prepare the following:

- Project fact sheets.
- Display boards of project purpose, schedule, traffic control, detour routes, rendition of repaired bridge.
- Aerial graphics.
- Project maps or drawings.
- PowerPoint presentation for Agency website.

Agency will schedule, coordinate the location and advertise the meetings. For budgeting purposes, it is assumed that up to 2 Consultant staff shall attend each 2 hour public meeting.

#### **4.2 Consultant Deliverables and Schedule:**

Consultant shall provide the following:

- Written meeting summaries electronically (in Word (.docx) format or PDF ) within 5 working days of each meeting to APM.
- An electronic copy of each Project information item prepared under Task 4.2 and a minimum of 25 hard copies to be presented at each meeting.
- Provide PowerPoint presentation for each of the two virtual open houses one week prior to posting.

#### **Task 4.3 Electronic Communication (RESERVED)**

#### **Task 4.4 Translation of Newsletters/Fact Sheets and Fliers [RESERVED]**

## **Task 4.5 Interpretive Services [RESERVED]**

### **TASK 5 - UTILITIES**

Consultant shall perform the coordination of all utility facilities within the Project limits in accordance with the Oregon Utility Relocation Manual (available at:

<https://www.oregon.gov/ODOT/ROW/Pages/Utilities.aspx> under "Policies and Guidance

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

#### **5.1 Utility Location and Coordination**

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

##### **5.1 Consultant Deliverables and Schedule**

Consultant shall provide:

- Existing utility information gathered in Task 5.1 to be included in the survey map / base map
- Record of communications with each utility within the Project limits. Copies of communication record must be provided to APM within 3 days of request.

#### **5.2 Utility Report**

Consultant shall prepare a draft and final "Utility Report" for those utilities located within the Project limits. The "Utility Report" must include as many of the following items that are known and applicable:

- Description of utilities located within the Project limits
- Utility facility's structure dimension
- Probable buried depth of cover or aerial lowest height of wire
- General description of utility facility structure material
- Reliance upon other utilities in the vicinity (joint use facility)
- Description of the means used to verify facility location and limits of conflict (test hole data a.k.a. "pothole" verification)
- Proposed project construction requirements
- Potential utility conflicts
- Probable conflict resolution (relocation, adjustment concept, or protect in place)

##### **5.2 Consultant Deliverables and Schedule**

Consultant shall provide:

- Draft Utility Report to be submitted with DAP Package under Task 13
- Final Utility Report to be submitted to APM within 10 business-days receipt of comments on draft document.

#### **5.3 Utility Coordination Meetings**

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

- Utility kickoff meeting to begin utility coordination. The meeting must address known facilities, potential for impact, design alternatives to address conflicts, timing requirements for potential relocations, and initial information on reimbursable requirements
- Up to 2 individual meetings with potentially affected utilities.
- 1 on-site group utility meeting, to coordinate relocation plan, construction constraints, means and methods, work sequence and schedule limitations.

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

For budgeting purposes it is assumed that up to 2 Consultant staff shall attend each \_3\_ hour meeting, including travel time.

### **5.3 Consultant Deliverables and Schedule**

For each meeting Consultant shall provide to APM:

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

### **5.4 Utility Relocations**

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

#### **5.4.1 Utility Notices**

For those utilities where no conflict is anticipated, Consultant shall provide a Project Notification [first notice per Oregon Administrative Rule (“OAR”) 734-055-045]. Consultant shall use the Project Notification letter template located at:

<https://www.oregon.gov/ODOT/ROW/Pages/Utility-Forms.aspx> (under “Local Public Agency Resources” heading). The Project Notification letter must include plan sheets indicating location of existing utilities in relationship to proposed project.

For those Utilities where a conflict is anticipated, Consultant shall provide a Conflict Notice (first notice per OAR 734-055-045). Consultant shall use the Conflict Notice letter located at:

<https://www.oregon.gov/ODOT/ROW/Pages/Utility-Forms.aspx> (under “Local Public Agency Resources” heading).

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

#### **5.4.1 Consultant Deliverables and Schedule**

Consultant shall provide:

- Project Notification letter(s) and Conflict Notice(s) with enclosures to Utilities; due within 10 business days after submittal of DAP plans to Agency.
- 1 \*.pdf of Project Notification/ Utility Conflict letters with enclosures to APM and, State Utility Liaison (SUL).

#### **5.4.2 [RESERVED]**

#### **5.4.3 Review Utility Relocation Plans and Relocation Time Requirement Letters**

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

For those utilities that propose to attach to structures, Consultant shall provide guidance (e-mail acceptable) to the utility regarding Agency bridge accommodation policies and request protocol for bridge accommodation

Consultant shall obtain acceptance or rejection of the utilities request for bridge accommodation from APM.

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

#### **5.4.3 Consultant Deliverables and Schedule**

Consultant shall provide:

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

### **5.5 Utility Reimbursement [RESERVED]**

#### **5.6 Utility Certification**

Consultant shall complete and sign the Utility Certification (Form 734-5162) verifying that all utility work has been completed or that all necessary arrangements have been made for it to be undertaken and completed as required for proper coordination with the physical construction schedule.

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

#### **5.6 Consultant Deliverables and Schedule**

Consultant shall provide:

- 1 .pdf copy of the Utility Certification sent to SUL for co-signature due 10 business days prior to PS&E.
- 1 .pdf copy of signed Utility Certification form to be incorporated into PS&E package.

### **5.7 Subsurface Utility Pothole Investigation [RESERVED]**

#### **TASK 6 - GEOTECHNICAL AND PAVEMENT SERVICES [RESERVED]**

#### **TASK 7 - HYDRAULICS [RESERVED]**

#### **TASK 8 - TRAFFIC ENGINEERING & MANAGEMENT**

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

#### **8.1 Traffic Analysis [RESERVED]**

#### **8.2 Traffic Signal Design [RESERVED]**

#### **8.3 Traffic Signal Interconnect [RESERVED]**

#### **8.4 Permanent Signing [RESERVED]**

#### **8.5 Permanent Pavement Markings [RESERVED]**

## **8.6 Illumination Design [RESERVED]**

## **8.7 Traffic Management Plan [RESERVED]**

## **8.8 Traffic Control Plans ("TCPs")**

Consultant shall prepare and submit PS&E for temporary traffic control to accommodate the public during construction. Consultant shall develop plans and specifications to accommodate vehicle, bicycle and pedestrian traffic during construction. ODOT or Agency standard plans must be referenced where possible.

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

Consultant shall prepare a Temporary Pedestrian Accessible Route Plan ("TPARP") as part of the TCPs. The TPARP must include a pedestrian route through or around each work area that is equal to or better than the route that was there before construction.

TCPs must meet MUTCD, ODOT, and Agency requirements.

### **8.8 Consultant Deliverables and Schedule**

Consultant shall provide:

- 30% TCPs and cost estimate included in DAP (Task 13)
- Advance TCPs, special provisions, and cost estimate included in Advance PS&E submittal (Task 15.2)
- Final TCPs, special provisions, and cost estimate included in Final PS&E Package submittal (Task 15.3)

## **TASK 9 - RAILROAD COORDINATION [RESERVED]**

## **TASK 10 - ROADWAY DESIGN**

Consultant shall provide roadway design services under this SOW for delivery of tasks and deliverables according to the agreed upon delivery schedule.

### **10.1 Design Criteria**

Consultant shall prepare draft and final design criteria. Design criteria must be consistent with AASHTO Highway Design Manual. Consultant shall present the design criteria in a table or matrix format listing all conditions, assumptions and minimum standards for the roadway design elements of the Project. This includes the following:

- Obtain functional classification facility based on current Transportation System Plan ("TSP")
- Determine design vehicles
- Obtain existing and design year average daily traffic ("ADT") from traffic report or Project Prospectus
- Determine design speed
- Obtain mobility requirements or level of service targets
- Confirm access control requirements or access management techniques
- Determine pedestrian and ADA design considerations
- Determine bicycle design considerations
- Determine transit design considerations
- Review crash data / history
- Determine roadside design requirements (clear zone)
- Determine sight distance considerations
- Determine cross slope, horizontal curves, and super-elevation
- Determine maximum grade, vertical curves
- Determine cross section elements:
  - Number and width of travel lanes

- Shoulders
- Curbs
- Sidewalks
- Curb ramps
- Side slopes
- Ditches or swales (drainage facilities)
- Parking

#### **10.1 Consultant Deliverables and Schedule:**

Consultant shall provide:

- Draft design criteria electronically/in hardcopy to APM within 6 weeks from Notice to Proceed (“NTP”).
- Final design criteria electronically/in hardcopy to APM within 2 weeks from receipt of Agency comments.

It is assumed that the above task will take no more than 8 hours.

#### **10.2 Concept Plans/Alternative Analysis [RESERVED]**

#### **10.3 Roadway Design Exceptions (CONTINGENCY TASK, requires separate NTP)**

Consultant shall prepare up to 1 draft Roadway Design Exception Request(s) for the Project. The Design Exception Request(s) must be prepared using the standard Design Exception Request form provided by the Agency or defined in the ODOT Highway Design Manual. The final Design Exception Request(s) for the Project must be stamped and signed by the engineer of record. Agency will coordinate final approval of the Design Exception Request(s).

#### **10.3 Consultant Deliverables and Schedule:**

Consultant shall provide:

- 1 electronic copy in WORD format to APM of draft Design Exception Request(s) within 2 weeks of DAP
- 1 hard copy and 1 electronic copy in WORD and PDF format to APM of final Design Exception Request(s) no later than 2 weeks of receipt of comments from the Agency.

#### **Task 10.4 - Roadway DAP Design**

Consultant shall use Agency’s Erosion and Sediment Quality Control Plan and Best Management Practices (“BMPs”) as identified in Agency’s Erosion Control Manual. Consultant provides Erosion and Sediment Control DAP Design with the understanding that supporting information (such as engineering plans) is incomplete and that revisions will be necessary.

**Deliverables/Schedule:** Consultant shall submit to APM:

- Draft DAP Erosion and Sediment Control plans, a schedule of bid items with estimated quantities and unit costs
- Final DAP Erosion and Sediment Control plans, a schedule of bid items with estimated quantities and unit costs

#### **Task 10.5 - Roadway Advanced Design**

Consultant shall prepare the Erosion and Sediment Control Advance Design as described in Task 14. Erosion and Sediment Control plans will include Oregon Department of Environmental Quality cover sheets.

Consultant shall minimize use of BMPs that cause ground disturbance when installed. Where ground disturbing BMPs are called for, Consultant shall provide directives for permanent stabilization upon removal of BMP(s). Consultant shall coordinate the Erosion and Sediment Control Advance Design with

roadway, structural and drainage designs, to provide complete and appropriate design information for construction of erosion and sediment control BMPs to meet applicable permit requirements for prevention of erosion and sedimentation that protects water quality.

**Assumptions:**

- No ground or water contaminants exist within the Project site.

**Deliverables/Schedule:** Consultant shall submit to APM:

- Advanced Erosion and Sediment Control plans, a schedule of bid items with estimated quantities and unit costs

**Task 10.6 - Roadway Final Design**

Consultant shall prepare Erosion and Sediment Control Final Design and plans based on previous Agency review comments and general advancement of the engineering design. Consultant shall coordinate the Erosion and Sediment Control Final Design with roadway, structural and drainage designs, to provide complete and appropriate design information for construction of erosion and sediment control BMPs to meet applicable permit requirements for water quality.

**Deliverables/Schedule:** Consultant shall submit to APM:

- Final Erosion and Sediment Control plans, a schedule of bid items with estimated quantities and unit costs

**TASK 11 - BRIDGE DESIGN**

Consultant shall perform preliminary structural analysis and design. Consultant shall base the general design upon the applicable sections of the AASHTO LRFD Bridge Design Specifications and the LAG for Certified LPA. Consultant shall address other design requirements and costs conforming to AASHTO and Agency standards.

Deviations from these standards require prior approval by the APM.

A new load rating of the bridge will not be prepared as part of this project.

**11.1 Alternatives Study**

This work is to inspect the bridge for deficiencies negatively impacting the structural capacity, functionality, safety, and durability of the bridge. Consultant shall analyze the structure to quantify the impacts of the deficiencies, develop strengthening and rehabilitation options for addressing the deficiencies, estimate design and construction costs of the options, and provide recommendations to the Agency for getting the best value with the rehabilitation funds available.

**11.1.1 Bridge Inspection**

Consultant shall perform a hands-on bridge inspection to confirm findings from the most recent bridge inspection report and evaluate the existing condition of the bridge rails, concrete deck, expansion joints, steel superstructure (girders, floor beams, stringers, and cross-bracing), pin and hanger assemblies, and bearings. Consultant will document locations and quantify the number and size of defects in a Bridge Inspection Report.

Agency will provide the under-bridge inspection truck (UBIT) and operator for use during the inspection. Consultant will coordinate with Agency to schedule the inspection and duration required for the UBIT. Agency will provide traffic control required for the inspection. Two consultant staff will perform the hands-on bridge inspection. Consultant will coordinate with hazardous materials subconsultant conducting the materials survey and sampling in Task 3.4.9 to make use of the UBIT for access to the bridge elements below the deck.

Consultant will prepare a project specific health and safety plan prior to inspection. The plan will identify potential hazards and provide mitigation measures to address each hazard. The plan will include

procedures and contact information in case of an emergency. The plan will be reviewed and signed by all Consultant inspection staff prior to the work.

#### **11.1.1 Consultant Deliverables and Schedule**

Consultant shall provide:

- Project Specific Health and Safety Plan to APM within 1 week prior to the inspection
- Draft Bridge Inspection Report to APM within 2 weeks of completing the inspection
- Final Bridge Inspection Report to APM within 2 weeks following receipt of draft review comments

#### **11.1.2 Alternatives Study**

Consultant shall analyze the structure to determine the impacts of the identified deficiencies on the load carrying capacity and durability of the structure. Consultant shall prepare preliminary design of strengthening options to eliminate weight restrictions on the bridge. Consultant shall prepare preliminary design of rehabilitation options for addressing other deficiencies identified during the inspection in Task 11.1.1. The strengthening and rehabilitation work items are assumed to be limited to the following:

- Strengthen girders and floor beams in the main span
- Repair collision damage to bridge rails
- Remove surface rust and repair protective coating on structural steel, including pin and hangers
- Replace expansion joints in deck

Preliminary design shall include design and construction cost estimates for strengthening and rehabilitation options for use in determining which options to include in the final project. Construction cost estimates will be quantity-based, include a 30% contingency and be inflated for construction occurring in 2027.

Consultant shall prepare up to two (2) plan sheets for the Alternatives Study. Plan sheet will show the existing bridge in plan and elevation view and illustrate repair locations with notes identifying the anticipated repairs. Plan sheets will be included in the Alternatives Study as an appendix.

Consultant shall prepare recommendations to the Agency for the strengthening and rehabilitation options which provide the Agency the best value for the available funding for the project.

Consultant shall prepare an Alternatives Study documenting the structural analysis, preliminary design, cost estimating, and recommendations for the Agency's review.

Consultant shall resolve any comments received on draft Alternatives Study not incorporated into the final Alternatives Study with the APM, and incorporate remaining comments into the Final Alternatives Study.

#### **11.1.2 Consultant Deliverables and Schedule**

Consultant shall provide:

- Draft Alternatives Study, including narrative and cost estimates, to APM in accordance with the schedule of Task 1.1.
- Final Alternatives Study to APM within 4 weeks following receipt of draft review comments

#### **11.2 DAP Bridge Design**

For the purpose of establishing the limits of construction and impacts the Consultant shall prepare DAP plans for the Project incorporating or resolving Agency comments on the Alternatives Study deliverable.

Consultant shall develop up to the following four (4) plan sheets:

- Plan and Elevation



- General notes and typical section
- Preliminary stringer strengthening details
- Preliminary floorbeam strengthening details
- Bridge rail repair details

Consultant shall provide quantities and unit prices to support the DAP deliverable in Task 13. All non-standard details, materials, or other specialty works are to be defined and presented for approval and acceptance.

#### **11.2 Consultant Deliverables and Schedule**

Consultant shall provide:

- DAP plans

#### **11.3 Bridge Design Exceptions CONTINGENCY TASK (Requires separate NTP from APM)**

Consultant shall prepare up to 1 Bridge Design Exception Request(s) using Agency's forms. Consultant shall address review comments and incorporate feedback into the final design deviation request. Consultant PM shall submit the final design exception requests to APM who will obtain necessary approvals.

#### **11.3 Consultant Deliverables and Schedule**

Consultant shall provide:

- Final design exceptions submitted within 2 weeks of receipt of comments from Agency.

#### **11.4 Advance Bridge Design**

Consultant shall incorporate all comments received from the Agency during DAP plans review and prepare the advance bridge plans, specifications and cost estimate to be included in the construction bid package. Consultant shall reference Agency and ODOT standard drawings, details, and other related drawings as required. Advance PS&E shall be a completed set ready for final comment by the Agency and technical Class I design check (as outlined in the ODOT BDM).

Strengthening and rehabilitation for final design include only the following:

- Strengthen stringers in Main Spans 2, 4, and 6
- Strengthen floor beams in Main Spans 1 through 9
- Repair collision damage to upstream bridge rails in Spans 6 and 18 and downstream bridge rail in Span 8.
- Remove surface rust and repair protective coating on structural steel, including pin and hangers in Main Spans 2, 4, and 6
- Replace expansion joints in deck

Consultant shall prepare/update bridge technical special provisions, construction cost estimate and advance bridge plans as specified in Task 15.2. Advance Estimate shall have a contingency of 8% applied.

Consultant shall complete Class I design check of the Advance PS&E.

#### **11.4 Consultant Deliverables and Schedule**

Consultant shall provide:

- Advance bridge PS&E documents as part of Task 15.2
- A Class I design check in quality assurance and calculation book.

#### **11.5 Final Bridge Design**

Consultant shall incorporate or resolve all comments received from the Agency during advance plans review and prepare final bridge plans to be included in the construction bid package.

Consultant shall finalize bridge technical special provisions, construction cost estimate and final bridge plans as specified in Task 15.3. Final Cost estimates shall have a 3.5% contingency applied.

Consultant shall complete a Class I design check of the Final Plans, Special Provisions and estimate according to the BDM.

#### **11.5 Consultant Deliverables and Schedule:**

- Consultant shall provide final bridge PS&E documents with engineering seals affixed, submitted as part of Task 15.3
- Calculation book incorporating Class I design check.

**Table 11**

<b>Drawing Title</b>
<b><u>Retrofit / Repair Bridges</u></b>
Repair – Plan and Elevation
Repair – General Notes
Repair – Floor beam strengthening Details 1
Repair – Floor beam strengthening Details 2
Repair – Stringer strengthening Details 1
Repair – Stringer strengthening Details 2
Repair – Bridge Rail Repair Details 1
Repair – Bridge Rail Repair Details 2
Repair – Steel Coating Repair Details
Repair – Expansion Joint Repair Details
Repair – Misc Detail
Repair – Misc Detail

#### **TASK 12 - PERMITS [RESERVED]**

#### **TASK 13 - DESIGN ACCEPTANCE PACKAGE**

The objective of the DAP is to identify the size of the Project footprint, required design exceptions, environmental impacts, NEPA classification and any required environmental permits prior to advancing needed environmental permit application(s), right-of-way acquisitions, and preparing the Advance and Final Plans. The DAP package is intended to be a complete deliverable with all submitted items completed to a well-defined state. Consultant shall develop the alternatives chosen in Task 11.1.2 by the Agency to prepare the DAP.

Consultant shall prepare and submit a Draft DAP for review by Agency and a Final DAP that records and addresses comments received from Draft review, which include design plans (30%), cost estimate and a design narrative and that address the following:

- Description of the purpose, need, and design solution for the Project;
- Summary of existing conditions, (i.e., Project location, roadway classification, lanes, ADT, posted speed, and other design standards pertinent to the Project);
- Summary of design exceptions that will be necessary
- Summary of roadway alignment and typical section
- Outline of Project constraints such as topography, environmental, permits, ROW, utilities and cost (NOTE: these may be executive summaries prepared by Consultant for other deliverables associated with this Project);
- Completed engineering survey with Digital Terrain Model prepared as used to develop Draft DAP plans.
- Environmental impacts and summary of proposed mitigation measures;
- Environmental permitting requirements identified;
- Utility conflicts;
- Public Involvement efforts;
- Final Alternatives Study

- Proposed ROW needs;
- Local permit needs;
- Proposed construction staging, temporary detours, and temporary protection and direction of traffic during construction;
- Description of impact to freight mobility
- Draft and Final Access Management Strategy
- Design acceptance checklist

Consultants shall prepare DAP plan sheets according to the following table:

Name of Sheet	Scale	Estimated # of Sheets
Title sheet	NTS	1
Details		
Temporary protection and direction of traffic (including bicycle and pedestrian traffic)	50	10
Construction staging	NTS	1
Bridge Plans	NTS	4

Consultant shall summarize and reference in the DAP all of the reports and technical memoranda pertinent to the Project. Consultant shall prepare and submit design plans and a cost estimate as appendices within the DAP. Drawings submitted with the Draft DAP must be marked as "Design Acceptance Plans for Review." Engineered documents and reports that are finalized with the DAP must bear the responsible engineer's seal. Consultant shall prepare the Title sheet in accordance with Agency standards and provide an index to the drawing set.

Agency will provide comments on the Draft DAP. Consultant shall address Agency comments. Consultant shall arrange and attend a DAP Plan Review Meeting to communicate and discuss resolution to Agency review comments. Consultant shall provide written responses to address review comments received from Agency after attending the DAP Plan Review Meeting and prepare the Final DAP for the record.

For budgeting purposes it is assumed that up to 4 Consultant staff shall attend the 4 hour DAP Plan Review Meeting, including travel time to County office..

### **13 Consultant Deliverables and Schedule:**

Consultant shall provide:

- 1 electronic copy of Draft DAP in PDF format to APM within 26 weeks of NTP.
- 1 electronic copy of written responses to DAP review comments to APM within 1 week of the DAP Plan Review Meeting.
- 1 electronic copy of Final DAP in PDF format to APM within 4 weeks of Agency acceptance or resolution of comments.

### **TASK 14 - RIGHT OF WAY**

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

- Right of Way Services Agreement specific to the Project
- "ODOT Right of Way Manual"
- "ODOT Guide to Appraising Real Property"

- *“ODOT [Local Agency Guidelines \(LAG\), Section C, Chapter 7](#)”*
- *ORS 35, with reference to the “Uniform Appraisal Standards for Federal Land Acquisitions”*
- *Federal Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (Uniform Act), as amended*
- *All other applicable laws, rules, and regulations*

Consultant shall utilize all forms, spreadsheets, brochures and pamphlets referenced in the “*ODOT Right of Way Manual*” or as provided by Agency. Consultant shall use Agency letterhead and contact information to all the documents that are sent out.

Consultant shall track status for all parcel files to be acquired for R/W purposes in the format provided by Agency. Consultant shall coordinate the details of this process with the APM or Designee at the Project kickoff meeting.

For estimating purposes, up to 2 files are anticipated for this Project.

#### **14.1 Obtain Right-of-Entry Agreements**

Consultant shall prepare, negotiate, and obtain property owner signatures for temporary right-of-entry documents for the purposes of preliminary engineering, and environmental investigations for up to 2 parcels. Consultant shall use templates provided by Agency. Consultant shall document conversations with property owners in the Report of Personal Interview form

##### **14.1 Consultant Deliverables and Schedule**

Consultant shall provide:

- Right-of-entry documents for signature to APM within 8 weeks of NTP.
- Signed right-of-entry documents to APM prior to onsite work occurring.

#### **14.2 Title Reports and Document Requests**

Consultant shall prepare and assemble all title documents, including vesting deeds, necessary to accomplish acquisition of R/W for each impacted property.

Consultant shall obtain preliminary title reports for all permanent takes. Consultant shall review preliminary title reports for complete documentation of title vesting and notify APM of any major title encumbrances. Consultant shall notify Agency if any acquisitions fall outside of Agency jurisdiction.

##### **14.2 Consultant Deliverables and Schedule**

Consultant shall provide:

- Preliminary Title Reports and Title Documents per the schedule developed in Task 1 Project Management.

Clearance Documents from Lenders and/or Lessees per the schedule developed in Task 1 Project Management.

#### **14.3 Right of Way Engineering, Maps & Descriptions (RESERVED see Task 2.7)**

##### **14.4 Right of Way Programming Estimate**

Consultant shall prepare a R/W programming estimate for use by Agency to program funds for property acquisition. Consultant shall obtain the most current version of the Programming Estimate form to be used on all State and federally funded projects from Agency. The programming estimate must include the Project name and county in which the Project is located and all Project R/W costs, including separate Consultant, Agency, and ODOT R/W costs as provided by Agency. The R/W programming estimate must include dollar amounts for the following items: Land & Improvements; Damages/Cost to Cure; Relocation; Demolition; Personnel & Administration; Legal & Contingencies and totals for all Items. The programming estimate must be submitted to the APM for review. Consultant shall alert Agency if the estimate exceeds the Project budget and evaluate impacts to the R/W schedule.

Consultant shall revise and re-submit programming estimate, incorporating comments received from Agency and ODOT.

#### **14.4 Consultant Deliverables and Schedule**

Consultant shall provide:

- 1 draft Programming Estimate for delivery electronically APM per the schedule developed in Task 1 Project Management.
- 1 final Programming Estimate for delivery electronically to APM per the schedule developed in Task 1 Project Management.

**PLEASE NOTE:** Consultant shall not perform any Services described in Tasks 14.5 through 14.10 below until Agency issues NTP for the R/W phase of the Project.

#### **14.5 Preliminary Activities**

Upon receipt of authorization to proceed with R/W Acquisition, Consultant shall set up R/W parcel files and deliver a General Information Notice ("GIN"), acquisition and relocation brochures, and a copy of the applicable portion of the R/W Acquisition map {marked Preliminary and showing the parcel(s) to be purchased} to all owners and occupant(s) of affected properties. Consultant shall send GIN by certified mail with proof of delivery kept in the parcel file. Mailing and delivery of GIN must be included in the Report of Personal Interview.

Consultant shall prepare and maintain a Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of all notices, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the Personal Interview.

#### **14.5 Consultant Deliverables and Schedule**

Consultant shall provide:

- GINs, 1 hard copy to each property owner and affected occupant(s) and 1 electronic copy each to City/County within 20 business days following NTP for the R/W acquisition phase.
- Proof of receipt for each notice sent to each property owner and occupant(s) by sending Agency the return receipt card(s) or USPS tracking printout(s), and documenting delivery information in the Report of Personal Interview. NOTE: If proof of delivery is not received from USPS, verbal confirmation of receipt by the owner/tenant must be documented in the Report of Personal Interview.

#### **14.5.1 Donation Agreements (RESERVED)**

#### **14.6 Appraisal and Appraisal Review**

Consultant shall use appraisers who are licensed or certified in the State of Oregon, competent in eminent domain appraising, and on ODOT's Qualified Appraisers List. Consultant shall provide the name(s) of the appraiser(s) to Agency prior to beginning work on this Task.

Consultant shall provide one real estate appraisal for each property (or properties that constitute the "larger parcel" as described in the *ODOT Right of Way Manual*) from which an interest is to be acquired. If identification of the larger parcel is problematic, Consultant shall resolve the issue in consultation with the Agency and ODOT

All real estate appraisals provided by Consultant shall be prepared using forms or formats of, or approved by, Agency. The types of appraisal reports must fall into the following categories:

- Abbreviated or short form (Taking & Damages) appraisals for simple takings.
- Detailed (Before & After) appraisals for complex takings.

Consultant shall require appraisers to provide no less than fifteen calendar day's written notice to owners of a planned appraisal inspection and shall provide the property owner or designated representative, if any, an invitation to accompany the appraiser on inspection of the property for appraisal purposes. This notice must be sent as specified by the *ODOT Right of Way Manual*.

Special Benefits, if any, must be quantified by the appraiser whether or not there are any compensable damages to the property.

Specialty reports, if necessary, must be provided to review appraiser for review and approval prior to incorporation in appraisal reports.

Consultant shall provide all appraisals (including any appraisal specifications) to the ODOT Region Right of Way Manager or Designee for review. Consultant shall include a Report of Personal Interview indicating activities conducted through the appraisal phase of the file.

ODOT will prepare the appraisal reviews, which will be used to establish the amount of just compensation to be offered to property owners. Reviews are anticipated to be completed within 21 calendar days after receipt of the appraisal report from the Consultant. A copy of the appraisal review will be provided to Consultant, although the appraisal review will not be provided to the owner, contract purchaser, or any other interest holder in the property. Consultant shall provide clarification or additional documentation upon request by Agency in order to establish just compensation. The 21 calendar day completion time will stop if the appraisal is not reviewable, and the entire 21 calendar day appraisal review time will begin again only upon receipt of additional information and/or materials needed for a reviewable appraisal product. In the event of extremely complex appraisals, additional time may be required by Agency or ODOT. Agency will notify Consultant when additional data is needed or complex issues require additional review time, which will extend the 21 calendar day appraisal review timeline.

Consultant shall continue documentation in the Report of Personal Interview for each file.

#### **14.6 Consultant Deliverables and Schedule**

Consultant shall provide:

- 15 Day Notice of Appraisal Inspection to each property owner within 8 weeks of NTP for the R/W acquisition phase.
- Report of Personal Interview, including date and place of contact, parties of interest contacted, a statement that a 15-Day Notice of Appraisal Inspection was mailed and delivered, and record of other activities conducted during the Appraisal to APM within 3 business days of request.
- 1 electronic file of the Real Estate Appraisal of each of the properties in an Agency approved format to APM within 16 weeks of NTP for the R/W acquisition phase.

#### **14.7 Acquisition Services**

All R/W must be acquired in the name of Agency. Consultant shall conduct negotiations, on behalf of Agency, in good faith and in compliance with all federal and state laws and regulations. Consultant shall conduct negotiations for acquisition of real property based on Appraisal Review and in accordance with the *ODOT Right of Way Manual* and all applicable state and federal laws and regulations.

Consultant is responsible for clearing title encumbrances identified on the Preliminary Title Report or making the offer subject to clearing title encumbrances. Consultant shall present any requests for taking title subject to one or more outstanding interests to Agency for approval. Fee owners' and contract purchasers' ownership interests must be cleared. When impacted by the taking, lessees' interests must also be cleared.

Offer Packets must include, but are not limited to, acquisition and relocation brochures, offer-benefit letter, acquisition and relocation summary statements, copy of appraisal, map of acquisition,

instruments of conveyance, and W-9 form. Each Offer Packet must contain all components necessary to fully compensate the property owner for rights taken and to convey adequate rights to Agency in order to clear the R/W for the Project.

If possible, Consultant shall make offers in person, especially where the acquisition involves either a major impact to the property or the displacement of persons occupying the property. If this is deemed not possible, Consultant shall send offer(s) by certified mail. Proof of delivery must be documented in the Report of Personal Interview and file.

Consultant shall make every reasonable effort to acquire the R/W expeditiously by negotiation. Consultant shall give property owners reasonable opportunity to consider the offer (statutorily 40 calendar days) and to present material the owner believes is relevant to determining the value of the property. Consultant shall attempt to negotiate an approved administrative settlement, but shall not advance the time of condemnation, or defer negotiations or condemnation or the deposit of funds with the court or take any other coercive action in order to induce an agreement on the price to be paid for the property (49 CFR 24.102(h)).

- IF the OFFER is ACCEPTED, Consultant shall present a Final Report Packet covering the acquisition of R/W to Agency for final approval, payment, conveyance of title and recording.
- IF a COUNTEROFFER is received, Consultant shall contact Agency for discussion and approval or rejection. If accepted, Consultant shall generate a Final Report Packet for Agency final approval, payment, conveyance of title, and recording and a justification letter justifying the amount over just compensation.
- IF an acceptable agreement is not reached, Consultant shall prepare and submit a Recommendation for Condemnation.

Consultant shall maintain written Report of Personal Interview with property owners and tenants to document all verbal and written communication and events, such as: delivery of required notices, efforts to achieve amicable settlements, owner's suggestions for changes in plans, and responses to owner's counterproposals.

#### **14.7 Consultant Deliverables and Schedule:**

Consultant shall provide the following to APM within 16 weeks of NTP for the R/W acquisition phase:

- Draft Offer Packet for review for each file to APM.
- Final Offer Packet for review and signature to APM.
- Final Offer Packet sent certified mail or delivered in person for each file.
- Final Report Packet for each file for payment, conveyance of title and recording to APM.
- If applicable, proposed counter offers with justification information for review and approval to APM.
- If applicable, Recommendation for Condemnation to APM.
- Report of Personal Interview to APM with 3 business days of request.

#### **14.8 Relocation -**

Consultant shall use the forms, formats and brochures in relocation advisory assistance and the preparation of relocation studies, reports and claims available on ODOT's R/W Guidance webpage (<https://www.oregon.gov/ODOT/ROW/Pages/ROW.aspx>).

Consultant shall ensure that relocations take place in accordance with regulatory notification time frames and terms. Consultant shall inform Agency as soon as schedule issues are known, if applicable.

Consultant shall, at a minimum, conduct the following relocation activities:

- Conduct occupant interviews to determine relocation eligibility and needs including: names, number of occupants, and certification of legal residency in the United States. If the relocation

involves a tenant, the displacee's income may need to be considered. Occupant interview documentation shall include but is not limited to any contacts, discussions, e-mails, letters & phone calls with the relocatee or anyone regarding the relocation file.

- Provide relocation advisory assistance and information regarding available benefits, available replacement housing and non-residential benefits.
- Establish initial determination of relocation benefits.
- Advise displaced persons of procedures for applying for benefits.
- Provide Move Plan to Agency Reviewer for approval.
- Complete Move Agreement in conjunction with displaced persons and submit to Relocation Reviewer for approval prior to obtaining signatures from displaced persons.
- Compute replacement-housing payments for owners and tenants and submit them to Agency for review. Agency will submit to the Relocation Reviewer for approval before presenting the benefits to the displaced persons.
- Determine type and amount of move payments according to current procedures.
- Obtain move estimates, as needed, and advise displaced persons in choosing the most appropriate moving method. Any moving estimates need to be approved by ODOT and Agency prior to offers being made.
- Offer transportation, as needed, to all displaced persons to inspect potential replacement housing.
- Monitor move of personal property as required.
- Inspect and certify that all replacement dwellings meet Decent, Safe and Sanitary criteria.
- Verify displaced persons have relocated to replacement dwelling prior to submittal of any tenants housing payment claims.

#### **14.8 Consultant Deliverables and Schedule:**

Consultant shall provide the following deliverables to the APM within 16 weeks of NTP for the R/W acquisition phase:

- Project Relocation Plan
- Relocation Move Plan and Move Agreement for individual displacees
- Occupant Interview Documentation
- Relocation Studies, Reports and Claims
- Replacement Housing Study and Calculation
- Type and amount of Move Claims including Move Estimates
- Income Verification
- Mortgage Interest Differential calculation
- Move Monitor Report
- Inventory of Personal Property to be moved
- Replacement Dwelling Decent, Safe and Sanitary inspection report
- Relocation Appeals Documentation (if requested by Agency)
- Attendance at pre-hearing appeal and/or appeal conference (if requested by Agency)

#### **14.8.1 Relocation Appeals Process - CONTINGENCY TASK (Requires separate NTP from APM)**

Consultant shall assist in the relocation appeals process as follows:

- **Respond to Relocation appeals within one week of receipt, notifying displacee that appeal has been received and next steps.**
- Submit a chronological history of relocation meetings with displaced persons, an outline of disputed issues, appropriate sections of [Relocation Chapter 6](#) supporting Agency's position (and CFRs/non-regulatory supplements, if applicable), and options presented to resolve the issues.
- Attend a pre-hearing appeal and/or appeal conference with the individual requesting the appeal and representatives of Agency and ODOT.

#### **14.8.1 Consultant Deliverables and Schedule:**



Consultant shall provide the following deliverables to the APM within 20 weeks of NTP for the R/W acquisition phase:

- Relocation Appeals Documentation (if requested by Agency)
- Attendance at pre-hearing appeal and/or appeal conference (if requested by Agency)

#### **14.9 Condemnation Process Assistance - CONTINGENCY TASK (Requires separate NTP from APM)**

After good faith effort has been made to acquire R/W at Agency's determination of just compensation, if settlement with the property owner(s) is NOT reached, Consultant shall:

- With Agency authorization, send Final Offer letter to the property owner in accordance with the *ODOT Right of Way Manual*.
- Provide information and clarification to Agency in support of mediation and condemnation proceedings and assist property owner with any relocation according to the Consultant Services Guide.

*Note: Agency will initiate Condemnation proceedings.*

#### **14.9 Consultant Deliverables and Schedule:**

Consultant shall provide:

- Final Offer letter to property owner (s), with a copy to Agency per the schedule stated in the NTP for this contingency task.
- Support and assist Agency with mediation and condemnation proceedings and assist property owner with necessary relocation.

#### **14.10 R/W Certification**

Consultant shall certify to Agency on the most current approved Certification form from ODOT that;

- Agency has legal and physical possession of needed R/W.
- Relocation assistance has been completed for all displaced persons and businesses, all personal property relocations are complete or will be complete by bid let date and that all displaced residential occupants have relocated and have been offered decent, safe and sanitary housing.
- All acquisition of R/W and relocation activities have been completed in full compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as currently amended as well as Oregon state laws, civil rights laws, and other applicable federal and state regulations and policies.

Consultant, in cooperation with Agency, shall submit the draft R/W Certification form to ODOT for review prior to Agency signature. Final R/W Certification will be signed by Agency and sent to ODOT for co-certification and processing.

#### **14.10 Consultant Deliverables and Schedule:**

Consultant shall provide:

- Draft R/W Certification form, 1 electronic copy (email acceptable) to APM no later than 10 weeks prior to Project PS&E date.
- R/W Certification form, 1 electronic copy (email acceptable) to APM no later than 8 weeks prior to Project PS&E date.
- Access to completed files for ODOT review. The nature and depth of the review is determined by ODOT. All files must be well organized and in auditable condition. Access to files shall be given at least two weeks prior to expected certification date.

### **TASK 15 - PLANS, SPECIFICATIONS & ESTIMATE**

Consultant shall prepare plan sheets according to the following table:

Table 15

Name of Sheet	Scale	Estimated # of Sheets	Advanced Submittal	Final Submittal
Title sheet	NTS		1	1
Details				
Temporary protection and direction of traffic and Temporary Pedestrian Accessible Route (TPAR) plan(s)	50	10	10	10
Construction staging	NTS	2	2	2
<del>Curb Ramp plans</del>				
<del>Drainage plan/profiles</del>				
Erosion control	100	3	3	3
<del>Drainage details</del>				
<del>Pipe data sheet</del>				
Bridge plans	NTS		12	12
Retaining wall plans and details	-	-	-	-
Sign and striping plans	-	-	-	-
Signal plans	-	-	-	-
Illumination	-	-	-	-
Landscaping	-	-	-	-

### 15.1 Preliminary PS&E (60%) [RESERVED]

### 15.2 Advance PS&E (90%)

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

#### Advance Plans:

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

#### Advance Special Provisions:

Consultant shall update Project Special Provisions based on changes and clarifications to the Project design, as determined at DAP and in accordance with 2024 *Oregon Standard Specifications for Construction as amended* and *Agency Specification and Writing Style Manual*. Consultant shall prepare the Special Provisions to the 90% level (the "Advance Special Provisions") in MS Word utilizing "Track Changes".

The Advance Special Provisions must incorporate Agency's boilerplate Special Provisions corresponding with the Project bid date. If a bid date has not been identified, Consultant shall use the most current boilerplate Special Provisions. Boilerplates, by bid date, can be found at the following website:

<https://www.oregon.gov/odot/Business/Pages/Special-Provisions.aspx>

Consultant shall obtain concurrence from Agency for any unique special provisions or changes made to the boilerplate Special Provisions, beyond fill-in-the-blank changes. Consultant shall document the changes made to the Special Provisions and Agency concurrence.

Consultant shall submit the ODOT Civil Rights Request for Goals Worksheet to ODOT's Office of Civil Rights and incorporate the appropriate Disadvantaged Business Enterprise ("DBE") goals and On the Job Training (OJT) hours into the Project Special Provisions;

Consultant shall consult with Agency and incorporate the required insurance information into the Special Provisions.

**Advance Cost Estimate:**

Consultant shall update the construction cost estimate quantities and unit costs utilizing Agency standard bid items to support the Advance Plans (the "Advance Cost Estimate"). Consultant shall prepare the estimate to include mobilization, contingencies, and construction engineering based on the percentages agreed to by both parties. The estimate must be based on unit prices utilizing Agency, ODOT, and Consultant historic bid information and anticipating a bid letting. Consultant shall prepare the final cost estimate using excel.

**Construction Schedule:**

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

**Advance PS&E Revisions/Corrections:**

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

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

**15.2 Consultant Deliverables and Schedule**

Consultant shall submit the following to the APM within 16 weeks of the APM's written approval (e-mail acceptable) of the Final DAP (30%) (Task 13):

- Advance Plans (PDF)
- Advance Special Provisions in electronic format (MS Word, utilizing "Track Changes")
- Advance Construction Cost Estimate in electronic format (Excel and PDF)
- Construction schedule in electronic format (MS Project format and PDF)
- Comment response log for plans and specifications (Excel)
- Agency risk assessment form
- Special Provisions changes and Agency concurrence
- Civil Rights request for goals worksheet

Consultant shall submit Advance PS&E Review Comment Log with initial responses to the APM within 2 weeks of receipt of comments.

**15.3 Final PS&E Package (100%)**

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

Consultant shall coordinate with the APM to ensure all deliverables listed on the most current version of the Certified Local Public Agency PS&E Submittal Completeness Checklist will be satisfied. Refer to the latest version of the CLPA PS&E checklist (Form #734-5182) at:

<https://www.oregon.gov/odot/LocalGov/Pages/Forms-Apps.aspx>

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

Upon request from Agency, Consultant shall resolve comments from Agency and ODOT.

### **15.3 Consultant Deliverables and Schedule**

Consultant shall submit the following to Agency, 4 weeks prior to the PS&E due date:

Description	To APM	
	Electronic	Paper
Unsigned Final Design Plans (11 x 17)	PDF	-
Project Special Provisions	Word & PDF	-
POR Certification with all Special Provisions sections stamped	PDF	
Special Provision Summary Form	Excel	
Email from Civil Rights noting Applicable DBE goals and OJT hours	PDF	-
Certified Local Public Agency Cost Estimate Form (ODOT Form 734-5096)	PDF, .est & .dat, excel	-
CPM Construction Schedule (11 x 17 in color)	PDF, MS Project format	-
Project Risk Assessment Summary		-
Project Mobility Considerations Checklist	PDF	
NEPA Approval Documentation (delivered under Task 3)	PDF	
ROW Certification (delivered under Task 14)	PDF	
Utilities Certification (delivered under Task 5)	PDF	
Certified LPA Railroad Agreement Assurance (ODOT Form 734-5285) (delivered under Task 9)	PDF	

Consultant shall submit the following to APM, no later than 1 week prior to the PS&E Due Date:

- POR-signed Final Plans in PDF format

### **15.4 Letter of Public Interest Findings ("LPIF") and Exemption Orders ("EO") (CONTINGENCY TASK; Requires separate NTP from APM)**

Consultant shall prepare up to one LPIF /EO. Consultant shall perform due diligence to confirm the items specified in the LPIF or EO meet the requirements of the 'Buy America' clause. Consultant shall follow latest Guidance and templates located at:

<https://www.oregon.gov/odot/LocalGov/Pages/lag-manual.aspx>

<https://www.oregon.gov/odot/Business/Pages/Project-Letting.aspx> or provided by Agency.

APM will route the draft LPIF for Agency and ODOT review and provide Consultant with review comments.

Consultant shall prepare the final LPIF or EO and submit to APM.

#### **15.4 Consultant Deliverables and Schedule**

Consultant shall provide:

- Up to one electronic copy (Word format) of the draft LPIF or EO with the Preliminary Plans.
- Up to one final LPIF or EO (one pdf file with the engineer's signature and stamp, one original copy for signatures) with the Advance Plan submittal (Task 15.2).

### **TASK 16 - ADVERTISEMENT AND AWARD ASSISTANCE**

This task includes the preparation of addenda, as needed, and responding to questions during the Advertisement or Ad phase of the project. Consultant shall respond to questions from Agency and prospective bidders about the plans and specifications during the advertisement for bids and award process.

#### **16.1 Questions During Advertisement**

Consultant's Project Manager, or Consultant's designee(s) approved by Agency, shall assist Agency with questions regarding the bid documents and bid process. Consultant shall respond to all questions in writing within 2 calendar day(s) to APM.

Consultant shall, during the bidding process, assist the Agency with the communications with prospective bidders and suppliers in a manner that assures that no prospective bidder or supplier is provided with information not in the bidding documents and that could provide a bidding advantage or disadvantage. Consultant shall prepare a written log to document conversations and questions asked by prospective bidders or suppliers and the answers provided to the Agency. Consultant shall maintain the written log in the Project file and provide upon request of the APM.

#### **16.1 Consultant Deliverables and Schedule**

- Written log of conversations, questions and answers. Provided to APM upon request and no later than 5 calendar days prior to bid closing date.

#### **16.2 Addenda to the Bid Documents (CONTINGENCY TASK; Requires separate NTP)**

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

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

If Agency chooses to authorize this work, Consultant shall submit Addendum documents within 5 calendar days from NTP unless a different timeframe is agreed to and stated in the NTP (prior to expiration of contract).

Consultant shall prepare and deliver to Agency the addenda text in a PDF and Microsoft Word file. Consultant shall prepare and deliver to Agency stamped drawings in PDF and 11" x 17" Mylar. Consultant shall coordinate reviews of addenda by APM prior to submittal. Consultant shall not be responsible for distributing addenda to bidders. Agency will issue and distribute all addenda.

#### **16.2 Consultant Deliverables and Schedule**

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

#### **16.3 Pre-Bid Meeting (CONTINGENCY TASK; Requires separate NTP)**

Consultant shall assist APM in drafting the justification memo required for approval of a pre-bid meeting. The justification memo must clearly indicate the features or issues of the Project that require a meeting and a list of the expected outcomes. Consultant shall draft a pre-bid meeting agenda which will be attached to the justification memo. The draft justification documents must be submitted to the APM for approval.

Consultant shall include information on when the mandatory pre-bid meeting is to be held on the cover of the Special Provisions. Consultant shall ensure that Unique Special Provision 00120.15 is included in the Project special provisions.

Consultant shall conduct the pre-bid meeting with the prospective bidders and suppliers, providing the appropriate information related to the Project specifics and address any questions and concerns that are brought up during the meeting. Consultant shall prepare a meeting summary which must include:

- Names of the attendees and the organization they represent
- Meeting agenda
- Meeting minutes
- Response to items or issues that could not be completely addressed at the mandatory pre-bid meeting or require follow-up by the Agency. If there are issues that will require more than 2 days to respond, those issues must be described in the summary and a forecast given for when and how the issue will be resolved.
- Issues requiring changes to plans, special provisions, or bid items; which will require an addendum to be produced.

### **16.3 Consultant Deliverables and Schedule**

#### **Consultant shall provide:**

- Assistance with preparation of pre-bid meeting justification memo
- Draft pre-bid meeting agenda to APM electronically within 1 week of receiving NTP.
- Pre-bid meeting summary to APM electronically within 2 business days of the pre-bid meeting

### **16.4 Bid Analysis Assistance (CONTINGENCY TASK; Requires separate NTP)**

Consultant shall assist APM as needed in drafting or reviewing (or both) the Agency's bid analysis, including Bid Responsiveness, Bid Price Analysis, and an Engineers Recommendation of Award. The bid analysis must follow FHWA's guidelines

(<https://www.fhwa.dot.gov/programadmin/contracts/ta508046.cfm#s5>).

### **16.4 Consultant Deliverables and Schedule**

#### **Consultant shall provide:**

- Assistance with the Agency's bid analysis memo
- Prepare the bid analysis within 5 calendar days of bid closing.
- Provide comments to the Agency on their bid analysis memo and supporting documentation within 2 business days of receiving the draft bid analysis memo and supporting documentation.

## **F. CONTINGENCY TASKS**

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

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

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

**Contingency Task Summary Table**

Contingency Task Description	NTE for Each	Max Quantity	Method of Comp.	Total NTE Amount
3.3.2 - Section 106 Determination of Effect ("DOE")	\$6,481.50	1	T&M	\$6,481.50
3.3.3 - Section 106 Finding of Effect ("FOE")	\$6,481.50	1	T&M	\$6,481.50
3.4.7 - Asbestos Abatement Specification	\$3,673.90	1	T&M	\$3,673.90
10.3 - Roadway Design Exceptions	\$5,467.59	1	T&M	\$5,467.59
11.3 - Bridge Design Exceptions	\$4,418.13	1	T&M	\$4,418.13
14.8 - Relocation	\$1,771.56	1	T&M	\$1,771.56
14.8.1 - Relocation Appeals Process	\$2,772.67	1	T&M	\$2,772.67
14.9 - Condemnation Process Assistance	\$3,051.36	1	T&M	\$3,051.36
15.4 - Letter of Public Interest Findings ("LPIF") and Exemption Orders ("EO")	\$2,242.78	1	T&M	\$2,242.78
16.2 - Addenda to the Bid Documents	\$7,075.99	1	T&M	\$7,075.99
16.3 - Pre-Bid Meeting	\$6,633.36	1	T&M	\$6,633.36
16.4 - Bid Analysis Assistance	\$6,948.26	1	T&M	\$6,948.26
<b>Total for contingency tasks:</b>				<b>\$57,018.60</b>

## EXHIBIT B - COMPENSATION

### Definitions:

**CPFF** – Cost Plus Fixed Fee

**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.}

### **3. 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: \$ 695,301.12**

### 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 Cost-Plus-Fixed-Fee or Time and Materials (or Fixed Price or Price Per Unit when travel reimbursement is approved and mileage is compensated separately), all mileage approved by 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 Cost-Plus-Fixed-Fee or 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 Agency's Contract number
- The Agency's Project number

**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 CPFF or 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. INDIRECT COSTS; SALARY and BILLING RATE SCHEDULES**

**1. Approved cost data on file with ODOT** - If Consultant or its subconsultants have current, approved overhead, salary, or NBR rate schedules on file at ODOT, Consultant and its subconsultants will submit those approved rate schedules and any required certifications (or Agency may obtain rate schedules from ODOT) as required in subsections 2 and 3 below for use under the Contract.

**2. Overhead Schedule** - If Consultant or subconsultants calculate overhead as part of their normal business practice, the overhead schedules shall be prepared and submitted in accordance with ODOT's

Billing Rate Policy (as may be revised from time to time by ODOT) available at: <https://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/brPolicy.pdf>. Consultant Certification of compliance with Federal Cost Principles is required per FHWA directive 4470.1a: <https://www.fhwa.dot.gov/legsregs/directives/orders/44701a.htm>. A signed [Certification of Final Indirect Costs form](#) must be submitted with the overhead schedule.

In order to assess the adequacy of an audited overhead rate for use in fair and reasonable price negotiation, Agency and/or ODOT may evaluate a firm's financial capability, internal control structure, and overhead schedule. This includes a determination as to the applicability of historical overhead rates to the anticipated future contract period, performing financial ratio analysis, evaluating overhead account trends and utilization rates for reasonableness.

### 3. Salary and Billing Rate Schedules

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

**Direct Salary Rate Schedule** - includes the name, classification and actual direct salary rate as approved for each employee that may be used under the Contract. This schedule is required for firms that calculate an overhead rate. This schedule will not be included in the Contract but will be retained by Agency.

**Negotiated Billing Rate Schedule** - may be required for Consultants or subconsultants that do not have a cognizant or acceptable independent audit for overhead rates (or do not calculate overhead as part of their normal accounting practice) and Agency determines it is in the public's best interest to negotiate specific billing rates. Instead of calculating a billing rate using a formula that applies overhead, profit, and FCCM to the direct salary rate, this schedule lists negotiated rates that are fully inclusive of profit, overhead and any cost of living or merit raises. The billing rates invoiced under the Contract must not exceed the rates per classifications listed in the schedule and may be no greater than the lowest rates charged to other public or private clients.

**ODC 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. 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 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 agreed to by the Parties is incorporated by this reference**

### 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 \$2,000,000 covering "bodily injury" and "property damage." Any annual aggregate limits shall not be less than \$4,000,000.
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)

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 sections d and i for specific documentation and 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:

- o [ODOT DBE Policy Statement](#)
- o [ODOT DBE Program Plan](#), and
- o 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 contracting and 6% (proposed) for FTA funded contracting. 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 separate DBE Contract goal, as set forth on page 1 of the Contract, has been assigned 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 DOT-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. Documentation of Proposed Participation:** Contractor shall document sufficient DBE participation to meet an assigned Contract goal or, alternatively, document adequate good faith efforts to do so (see 49 CFR § 26.53). All work committed to a DBE firm toward meeting the assigned participation goal must be performed under a written subcontract. The subcontract must fully describe any work committed to be performed by the DBE and shall include all required flow-down provisions of the primary Contract. Contractor must complete and submit the following documentation, as applicable:

1. **Subcontractor Solicitation and Utilization Report (SSUR)** – submitted with proposal in response to formal and informal Requests for Proposals (RFPs).
2. **Breakdown of Costs (“BOC”) or (“BOC-NBR”), as applicable** - submitted prior to negotiation and execution of the Contract and each amendment that changes the scope of work and costs under the Contract. The BOC forms and BOC Requirements are available from the Internet at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>. The BOC or BOC-NBR must clearly list any tasks or subtasks to be performed by subcontractors (DBEs and non-DBEs), each subcontractor’s Federal Tax ID and identification of any required personnel. Include in the Expense Detail tab any required equipment and supplies furnished by the DBE, any of the prime contractor’s resources that will be provided for the DBE’s use, and identification of any second or lower tier subcontractors with the dollar amounts for each.
3. **Committed DBE Breakdown and Certification Form(s)-AE.** Required for all Contracts with assigned goals and completed prior to Contract execution and any proposed substitution. See submittal instructions on the Instructions tab of the form.



4. **Subcontractor Reporting:** Complete and submit an initial **Paid Summary Report** [form 734-2882] per the instructions on the form.
- e. **Good Faith Efforts:** Contractor shall make good faith efforts, as set forth in 49 CFR § 26.53, Appendix A to Part 26, and ODOT DBE Program Plan, to obtain and support DBE participation that could reasonably be expected to produce and maintain a level of DBE participation sufficient to meet the Contract goal. Good faith efforts are required during solicitation, upon Contract award, and continue throughout the performance of the Contract to maximize DBE participation. The Agency (or local agency when applicable) Project Manager (“APM”) may request Contractor to submit evidence of good faith efforts prior to Contract execution or at any time during the course of the Contract and Contractor shall promptly submit such evidence. Contractor shall use the specific DBEs listed in the Committed DBE Breakdown and Certification form(s) to perform the work and supply the materials for which each is listed unless the contractor obtains ODOT’s prior written consent to terminate and replace a DBE as provided in section j. below. Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBEs as required by this provision.
- f. **Commercially Useful Function (“CUF”):** Contractor is responsible to ensure the DBE performs a commercially useful function on the Contract. A DBE performs a CUF 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. The APM will review the proposed DBE participation and may provide written comments as to whether the activities and type of work identified for DBEs complies with program regulations. In those instances where proposed activity and type of work violates applicable regulations, written comments will be offered as to corrective action required in order to comply with the regulations. ODOT may perform a CUF review at any time during the performance of the Contract.
- g. **Changes in Work Committed to DBE:** ODOT will consider the impact on DBE participation in instances where the prime Contract is amended to reduce, or delete work committed to the DBE. In such instances, Contractor shall not be required to replace the work but is encouraged to do so to the maximum extent practicable.
- h. **Prompt Payment and Retainage:** Contractor shall pay each subcontractor for satisfactory performance under its contract no later than 10 calendar days from receipt of each payment Contractor receives from ODOT (or local agency when applicable) for the subcontracted work. In addition, within 10 calendar days of receipt of retainage from ODOT (or local agency when applicable), Contractor shall pay to each subcontractor the retainage that pertains to the work of that subcontractor.
- i. **Reporting Requirements:** Contractor must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance. Contractor shall complete and submit initial, interim and final Paid Summary Report(s) [form 734-2882] per the instructions included on the form.
- j. **Termination of DBE Notification Requirement:** Contractor shall comply with all requirements set forth in 49 CFR § 26.53 regarding termination of DBEs including, without limitation, documentation of good cause, 5-day notice to the DBE subcontractor and ODOT, DBE responses, ODOT’s prior written consent of DBE termination, and replacement of DBEs. ODOT will provide such written consent only if it agrees the prime contractor has good cause to terminate the DBE in accordance with 49 CFR 26.53(f)(3).
- k. **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.
- l. **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](mailto: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.
- m. **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 CFR citations 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**

APM	ODOT's or local agency's Project Manager
BOC	Breakdown of Costs
BOC-NBR	Breakdown of Costs for Negotiated Billing Rates
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

#### **COMMITTED DBE BREAKDOWN and CERTIFICATION FORM(s)**

The signed Committed DBE Breakdown and Certification Form(s) is not physically attached but incorporated into this Contract by this reference with the same force and effect as though fully set forth herein. A copy of the signed Committed DBE Breakdown and Certification Form(s) has been provided to the ODOT Office of Civil Rights (for tracking purposes) prior to Contract execution.

## **EXHIBIT F - SPECIAL TERMS & CONDITIONS**

**Provisions in this Exhibit F are in addition to and do not supersede the terms and conditions set forth in the Contract.**

**EXHIBIT G - RESERVED**

**EXHIBIT H - RESERVED**

**EXHIBIT I - RESERVED**

**EXHIBIT J - CONTACT INFORMATION and KEY PERSONS****1. Party Contact Information.****a.1 Agency's Project Manager (APM)**

<b>Name:</b>	Steven Preszler, PE
<b>Ph:</b>	971-375-8108
<b>E-mail:</b>	spreszler@co.marion.or.us

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

<b>Name:</b>	Alicia Jones Grant/Contracts Compliance Analyst
<b>Ph:</b>	503-373-4320
<b>E-mail:</b>	<a href="mailto:Ajones@co.marion.or.us">Ajones@co.marion.or.us</a>

**a.3 Agency's address for invoicing:**

<b>Mailing Address:</b>	5155 Silverton Rd NE Salem, OR 97305
<b>E-mail:</b>	spreszler@co.marion.or.us

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

<b>Name:</b>	Mike Miotke, PE
<b>Ph:</b>	503-400-3283
<b>E-mail:</b>	<a href="mailto:MMiotke@dowl.com">MMiotke@dowl.com</a>

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

<b>Name:</b>	Shelli Polley
<b>Address:</b>	DOWL, LLC 4275 Commercial St SE, Suite 100, Salem, OR 97302
<b>Ph:</b>	503-400-3284
<b>E-mail:</b>	<a href="mailto:spolley@dowl.com">spolley@dowl.com</a>

\* 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
Mike Miotke, PE	Project Manager
Eric Bonn, PE	Senior Bridge Engineer
James Stupfel	Senior Environmental Specialist
Andy Silbernagel	Senior Surveyor

### 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.